

General Terms and Conditions

Master Subscription & License Agreement (MSLA)

Effective: January 2026



MAIN TERMS AND CONDITIONS

(1) Scope and Structure

This Master Subscription & License Agreement (the "Agreement") governs (i) the provision of 36ZERO Vision's cloud-based Software-as-a-Service (the "SaaS Services") and (ii) the licensing and support of on-premises/edge software components (the "Edge Software"). The SaaS Services and the Edge Software may be ordered together or separately via one or more Order Forms (each an "Order Form"). Schedules to this Agreement specify additional terms for each component.

In the event of conflict, an Order Form prevails over a Schedule; the relevant Schedule prevails over these Main Terms; and these Main Terms prevail over Customer purchase terms unless expressly accepted in writing by 36ZERO Vision.

(2) Definitions

The definitions in this Section apply throughout this Agreement. "Customer" means the entity identified in the Order Form. "Subscription Term" means the initial and any renewal period set forth in the Order Form. "Inspection Station License" means a license tied to a single quality inspection station (edge device/industrial PC) identified in the Order Form. Additional terms are set out in the Schedules and Order Forms.

(3) Fees, Billing and Taxes

Fees are set out in the applicable Order Form and, unless otherwise specified therein, are payable annually in advance for each Subscription Term. 36ZERO Vision may issue invoices upon technical provisioning (SaaS Services), delivery or activation (Edge Software), or performance of services. Invoices are due thirty (30) days net from the invoice date without set off or deduction unless otherwise agreed in writing. Payment is deemed received when irrevocably credited to 36ZERO Vision's account.

All Fees are exclusive of value-added tax (VAT) or similar sales taxes, which shall be borne by Customer and shown separately on the invoice.

(4) Price Adjustments

36ZERO Vision may adjust Fees for (i) the SaaS Services and (ii) Edge Software subscriptions/maintenance no earlier than twelve (12) months after the Effective Date and no more than once per contract year, upon at least six (6) weeks prior written notice. If an increase exceeds five percent (5%) and is not accepted, either party may terminate the affected component(s) with one (1) month's notice to the end of a calendar month; unaffected components continue at then-current pricing until expiry.

(5) Intellectual Property and Open-Source Components

Except for the rights expressly granted, all intellectual property rights in and to the SaaS Services and Edge Software remain with 36ZERO Vision and its licensors. If third-party or open-source components apply, their license terms prevail for such components as described in the relevant documentation and notice files; related warranty and liability provisions of such licenses apply accordingly. Where required by open-source licenses, rights to modify for internal purposes and reverse-engineer for debugging interoperability are granted to the extent mandated by such licenses.

(6) Confidentiality

Each party shall keep confidential and use solely for the purposes of this Agreement any non-public information disclosed by the other party that is designated as confidential or should reasonably be understood to be confidential. The obligations do not apply to information that is or becomes public without breach, was lawfully known, is independently developed, or must be disclosed by law, court, or authority. The receiving party will provide prompt notice (where lawful) and limit disclosure to the extent required.

The parties acknowledge that they may have entered into a separate non-disclosure agreement ("NDA"). In case of a direct conflict between the NDA and this Agreement with respect to confidentiality obligations only, the provision affording the higher level of protection to Confidential Information shall prevail. For all other matters, including data protection and processing of personal data, this Agreement shall prevail.

(7) Data Protection

Each party shall comply with applicable data protection laws, including the GDPR where applicable. Where 36ZERO Vision processes personal data on behalf of Customer in providing the SaaS Services, the Parties simultaneously conclude the Data Processing Agreement attached as Schedule C. For the Edge Software, no personal data or production image data is

transmitted to 36ZERO Vision unless expressly enabled by Customer and agreed in writing in Schedule C and technically necessary for support.

(8) Warranties and Remedies (General)

Warranties specific to the SaaS Services and the Edge Software are set out in Schedules A and B, respectively. Customers' exclusive remedies for breach of such warranties are as stated therein.

(9) Suspension

36ZERO Vision may suspend access to the SaaS Services or disable license keys for the Edge Software, in whole or in part where there is reasonable suspicion of unlawful or materially non-compliant use, to address security risks (including cyberattacks), or for maintenance necessary to restore security and integrity considering Customer's legitimate interests and, where practicable, providing prior notice.

(10) Liability

36ZERO Vision is liable without limitation for damages resulting from injury to life, body or health, for intent and gross negligence, and within the scope of a guarantee or warranted characteristic to the extent provided therein. For other damages caused by simple negligence, 36ZERO Vision's liability is limited to foreseeable, contract-typical damages and per claim to the annual flat fee payable under the applicable Order Form, and in the aggregate per contract year to twice such fee. Liability under the Product Liability Act remains unaffected. Where Customer fails to perform proper data backups, liability for data loss is limited to the damage that would have occurred with proper regular backups. The foregoing also applies to the personal liability of 36ZERO Vision's legal representatives and vicarious agents.

(11) Term and Termination

Unless otherwise stated in the Order Form, the Agreement has an initial minimum term of three (3) years. Thereafter it renews for successive twelve (12) month periods unless terminated in writing with three (3) months' notice to the end of the minimum term or any renewal term. Either party may terminate for just cause. Termination of one component (SaaS Services or Edge Software) does not automatically terminate the other unless expressly stated in the Order Form. Upon termination or expiry: (i) SaaS: Customer data export and deletion are handled by Schedule A; (ii) Edge: Customer shall cease use, uninstall, and certify deletion, and 36ZERO Vision may deactivate license keys. Outstanding Fees become immediately due.

(12) Governing Law, Venue, Language

This Agreement is governed exclusively by German law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). If Customer is a

merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction shall be Munich, Germany. 36ZERO Vision may alternatively be sued at Customer's general place of jurisdiction. The contract language is German; the English version is provided for convenience or as agreed in the Order Form.

(13) Proof-of-Technologies, Pilots

Proof-of-Technologies (whether conducted remotely or on-site), including the loan of camera hardware, industrial PCs, or other equipment, are limited to the period defined in the applicable Order Form. If no duration is specified in the Order Form, a standard period of four (4) weeks from the date of provisioning of the pilot services shall automatically apply.

If the Customer exceeds the agreed period for reasons not attributable to 36ZERO Vision, or if loaned equipment is not returned by the end of the pilot phase, 36ZERO Vision shall be entitled to charge the Customer for any additional effort and continued use automatically and without further consultation, based on the applicable daily rates and rental or usage fees.

(14) Miscellaneous

No oral side agreements. Assignment of Customer claims against 36ZERO Vision is excluded except as permitted under § 354a HGB. If any provision is invalid or unenforceable, the remaining provisions remain in effect; the statutory rule applies in lieu of the invalid provision; otherwise, the parties will agree on a provision that best achieves the intended commercial purpose.

This Agreement with its schedules becomes effective upon acceptance by electronic means, commencement of performance, or placement of an Order (whether directly or via an authorized online portal); no handwritten signature is required

SCHEDULE A: SAAS TERMS

(1) Access Grant and Permitted Use

Subject to payment of Fees and compliance with this Agreement, 36ZERO Vision grants Customer a non-exclusive, non-transferable right, for the Subscription Term, to access and use the SaaS Services (36ZERO Vision Cloud) for Customer's internal business purposes. Customers shall protect access credentials and prevent unauthorized use. Customer shall not provide the SaaS Services to third parties or make them publicly available.

(2) Service Description; Changes

The functional scope, service levels, and technical requirements are set out in the applicable product description. 36ZERO Vision may adapt SaaS Services to reflect technological developments, legal requirements, case law, subcontractor services, or economic conditions. Where an adaptation materially reduces functionality in a manner unreasonable for Customer, 36ZERO Vision will provide at least six (6) weeks prior written notice and an updated product description. If Customer does not object in writing within six (6) weeks, the changes are deemed accepted. If Customer objects, either party may terminate the SaaS Services effective on the change date.

(3) Availability and Support (SaaS SLA)

The SaaS Services target an annual availability of at least ninety-nine percent (99%) per contract year at the service demarcation point (router exit of the data center used by 36ZERO Vision to the Internet). Exclusions include outages beyond 36ZERO Vision's control, force majeure, and periods agreed for maintenance or necessary configuration. Availability is calculated as: $\%Availability = ([total\ annual\ hours] - [downtime\ hours]) / [total\ annual\ hours] \times 100$.

Unless otherwise agreed, the 36ZERO Vision Customer Success Ticket System ("Support Services") is available during the Service Hours only. "Service Hours" means Monday through Friday, 09:00 am – 05:00 pm CET, excluding public holidays at the registered office of 36ZERO Vision, as well as December 24 and December 31.

The response time is the maximum time from receipt of a fault report to the first response within service hours. Response times apply only to defects attributable to and within the responsibility of 36ZERO Vision. If the root cause lies within Customer's sphere, 36ZERO Vision may charge the assessment effort at the agreed rates.

(4) Data Storage and Backup

36ZERO Vision provides storage necessary for contractual use and performs daily backups of data stored on its servers as part of the project. Customer shall maintain proper backups of its pre-existing data on its own systems.

(5) SaaS Defects (Rental Law)

Statutory provisions on liability for material defects under rental law apply to the temporary provision and use of the SaaS Services. Customers shall notify defects and availability interruptions without undue delay. 36ZERO Vision will remedy defects within a reasonable time. For periods of reduced suitability, Customer may proportionally reduce Fees; insignificant reductions are disregarded. Termination for non-provision of use is permitted only if remediation fails within a reasonable time and continuation is unreasonable for Customer.

(6) Third-Party Rights (SaaS)

If a third party asserts justified claims due to infringement of intellectual property by the contractual use of the SaaS Services and Customer is legally prohibited from use, 36ZERO Vision will, at its option and expense, (i) enable continued use, (ii) modify the SaaS Services to avoid infringement while materially preserving functionality, or (iii) refund Fees for periods of non-usability. Indemnity and exclusions apply as set out in the Main Terms.

SCHEDULE B: EDGE SOFTWARE LICENSE TERMS

(1) License Grant and Metric

Subject to payment of Fees and compliance with this Agreement, 36ZERO Vision grants Customer a non-exclusive, non-transferable license to install and use the Edge Software on the number of Inspection Stations specified in the Order Form, solely for Customer's internal business purposes during the applicable Subscription Term (or Maintenance Term for perpetual licenses). Each Inspection Station License is bound to a specific device; transfers require deactivation on the original device.

(2) Installation, Activation and Environment

Customers are responsible for the local environment (industrial PC/edge device, operating system, camera interfaces, network). 36ZERO Vision will provide installation/activation instructions. Customers shall maintain minimum system requirements communicated by 36ZERO Vision. Remote support requires mutually agreed secure remote access (e.g., VPN).

(3) Storage Requirements

The Customer shall be responsible for providing sufficient and continuously available storage capacity required for operating the Edge Software on the designated edge devices (whether physical or virtual). A minimum of **35 GB** of storage is required for the base installation of the software solution, including operating system-related components, the Docker runtime environment, and application containers. Additionally, the Customer shall allocate **at least 1-2 GB per setup** for AI models and metadata.

The storage requirements for image data as well as log and operational data are variable and depend, in particular, on the frequency of image capture, image resolution, file sizes, and system runtime. Such data may constitute the majority of total storage consumption and may reach several gigabytes within a short period of time; the planning and sizing of such storage capacity shall rest solely with the Customer.

Image data, log data, and operational data must be stored separately from the operating system and the Docker-based application environment (either logically or physically). Deviations from this requirement are technically permissible provided that the storage requirements are continuously met; however, the Customer shall bear any risks arising from such deviations. Automatic deletion, archiving, or limitation of such data is not included in the standard scope of services unless expressly agreed in writing.

If the aforementioned storage requirements are not met or not continuously maintained, the Provider shall be entitled to refuse or suspend the installation, commissioning, or operation of

the software solution. Any resulting malfunctions or performance limitations shall not give rise to warranty claims or claims for damages.

(4) Maintenance, Updates and Support (Edge)

During the Subscription Term (or an active Maintenance Term for perpetual licenses), 36ZERO Vision will provide updates, patches, and error corrections and reasonable remote support as described herein. Customer shall promptly install updates; warranty and support obligations require Customer to operate the then-current or immediately preceding version.

(5) Service Levels (Edge Support)

No availability commitment applies to on-premises environments.

Unless otherwise agreed, the 36ZERO Vision Customer Success Ticket System ("Support Services") is available during the Service Hours only. "Service Hours" means Monday through Friday, 09:00 am – 05:00 pm CET, excluding public holidays at the registered office of 36ZERO Vision, as well as December 24 and December 31.

36ZERO Vision will use commercially reasonable efforts to meet the following initial response time targets during Service Hours:

- Severity 1 – Critical (Production Down): Initial response within 4 business hours.
- Severity 2 – High (Material Service Degradation): Initial response within 1 business day.
- Severity 3 – Standard (Minor Issue / How-To Request): Initial response within 2 business days.

36ZERO Vision will work diligently toward issue resolution. Where appropriate, temporary workarounds may be provided while a permanent resolution is pursued.

(6) Edge Warranty and Remedies

36ZERO Vision warrants that the Edge Software will substantially conform to the applicable documentation for ninety (90) days from delivery or activation, or for the Subscription Term if longer for subscription licenses. As Customer's exclusive remedy, 36ZERO Vision will correct reproducible defects within a reasonable time. The warranty excludes defects caused by unauthorized modifications, use contrary to documentation, unsupported environments, or third-party products not supplied by 36ZERO Vision unless the defect would have occurred irrespective of the reason.

(7) License Monitoring and Compliance

Customers acknowledge that the Edge Software may include technical measures to monitor license status and usage metrics (e.g., device ID, license key, software version) solely for

compliance, security, and quality purposes. No production image data or personal data is transmitted unless expressly agreed in writing in the DPA. 36ZERO Vision may audit compliance on reasonable notice; Customer will cooperate and remedy overuse by purchasing additional licenses effective from the date of overuse.

(8) Third-Party and Open-Source Components (Edge)

The Edge Software may contain third-party and open-source components. Their license terms prevail over such components. Notices and license texts are provided in accompanying files and/or documentation; source code is made available where required.

SCHEDULE C: DATA PROCESSING AGREEMENT (DPA)

By accepting the Master Subscription & License Agreement ("Agreement"), the Parties simultaneously conclude this Data Processing Agreement ("DPA") according to Art. 28 GDPR. This DPA forms an integral part of the Agreement and does not require separate execution.

(1) Subject Matter and Duration of Processing

(a) Subject Matter

36ZERO Vision GmbH ("Processor") processes personal data on behalf of the Customer ("Controller") for the purpose of providing the 36ZERO Vision SaaS Services, including user authentication, account management, service operation, logging, and support.

(b) Edge Software Exception

Edge Software does not transmit personal data to 36ZERO Vision unless explicitly enabled by Customer and agreed in writing in this DPA. By default, Edge operation is local and not subject to this DPA.

(c) Duration

This DPA applies for the duration of the Agreement and any post-contractual periods required for data return or deletion.

(2) Nature and Purpose of Processing

Processing includes creation and administration of user accounts, identity and access management, logging for security and troubleshooting, technical service provision, and customer support. Purpose: provision, operation, security, and improvement of the 36ZERO Vision SaaS platform.

(3) Types of Personal Data and Categories of Data Subjects

(a) Data Types

Company name, username, user email address, and authentication/access metadata (timestamps, log entries).

(b) Data Subjects

Employees and other authorized users of the Customer. No special categories of data (Art. 9 GDPR) are processed.

(4) Processor Obligations

Processor shall process personal data only on documented instructions from Customer; ensure confidentiality; implement and maintain Technical and Organizational Measures (TOMs) Schedule C, (8); assist Customer in fulfilling obligations under Art. 32–36 GDPR; notify Customer without undue delay of personal data breaches; assist with data subject rights; delete or return data after termination pursuant to Schedule C, (9); and make available all information necessary to demonstrate compliance and allow audits under Schedule C, (7).

(5) Sub-Processing

(a) General Authorization

Customer grants a general authorization for 36ZERO Vision to engage subprocesses required for the SaaS Services (e.g., hosting, monitoring).

(b) Requirements

36ZERO Vision shall engage only subprocesses subject to obligations no less protective than those set out in this DPA and shall regularly review such subprocesses.

(c) Notification & Objection

36ZERO Vision shall notify Customer at least 30 days in advance of any intended change to subprocesses. Customer may object for justified reasons; 36ZERO Vision may propose alternatives. If none is feasible, Customer may terminate the affected SaaS component.

(6) International Data Transfers

Where transfers to third countries occur, 36ZERO Vision will ensure adequate safeguards under Art. 46 GDPR (e.g., EU Standard Contractual Clauses) and apply supplementary measures as necessary. Documentation will be made available to Customer upon request.

(7) Audits

Customer may audit compliance once per 12 months upon 30 days' prior notice, primarily by remote review of documentation and certifications. On-site audits are permissible for material reasons during normal business hours, without disproportionate disruption. Customer bears its own audit costs; 36ZERO Vision's reasonable support is chargeable unless a material breach is identified.

(8) Technical and Organizational Measures (TOMs)

(a) Organizational Measures (Art. 32(1) GDPR)

- (i)** Information Security Governance: ISMS aligned with ISO/IEC 27001:2022; annual policy reviews approved by top management.
- (ii)** Roles & Responsibilities: defined roles for security, IT, and data protection; segregation of duties; independent oversight by a Data Protection Officer (where required).
- (iii)** HR Security: background checks where lawful; mandatory confidentiality agreements; immediate access removal upon offboarding.
- (iv)** Asset & Information Classification: complete asset inventory; classification (Public, Internal, Confidential, Restricted) with handling rules.
- (v)** Supplier Management: supplier risk assessments; DPAs with processors; regular supplier reviews.

(b) Technical Measures (Art. 32 GDPR)

- (i)** Access Control: RBAC, least privilege, MFA for critical systems and remote access.
- (ii)** Encryption & Cryptography: AES-256 at rest; TLS 1.2+ in transit; secure key management.
- (iii)** Logging & Monitoring: SIEM, alerts for suspicious activities, log retention and tamper protection.
- (iv)** System Hardening & Patch Management: CIS/NIST baselines, automated patch deployment, removal of unnecessary services and default accounts.
- (v)** Backup & Recovery: daily encrypted backups for critical systems; off-site redundancy; regular restoration and DR testing.
- (vi)** Network Security: firewalls, IDS/IPS, network segmentation, zero-trust where suitable; secure VPN for remote access.
- (vii)** Endpoint Security: full-disk encryption, EDR/XDR, MDM-based control and remote wipe.
- (viii)** Secure Development & DevOps: OWASP standards, code reviews/pull requests, SAST/DAST integrated in CI/CD.

(c) Physical Measures (Art. 32 GDPR)

- (i)** Physical Access Protection: restricted access to offices and lab; digital access control; visitor registration and escort rules.
- (ii)** Environmental Security: fire suppression and detection; climate controls (temperature & humidity); UPS and generator redundancy.

(d) Legal & Compliance Measures

- (i)** GDPR Compliance: TOMs designed to meet Art. 32 GDPR requirements based on risk.
- (ii)** Risk Management: ISO 27005-aligned risk assessment; likelihood/impact evaluation; threats include unauthorized access, data loss, corruption, disclosure.
- (iii)** Continuous Evaluation & Improvement: at least annual internal audits; management reviews; vulnerability scans and penetration tests.

(9) Deletion or Return of Data

Upon termination of the Agreement, Customer may request export of SaaS data; all personal data will be deleted within 30 days unless statutory retention applies. Edge data remains solely on Customer infrastructure and is unaffected. 36ZERO Vision will provide deletion confirmation upon request.

(10) Instructions

Customer's initial instructions are defined in the Agreement and this DPA. Additional instructions must be documented, feasible, and may require compensation where they exceed the agreed scope.

SCHEDULE D: SERVICE LEVELS

For SaaS Services, the Availability and Support commitments are set out in Schedule A, (3). For the Edge Software, response targets are set out in Schedule B, (4). The parties may replace these references with detailed SLA annexes signed by both parties; in case of conflict, such signed SLA annexes prevail over this Schedule.