

GENERAL TERMS AND CONDITIONS FOR FOERSTER.AI CLOUD SERVICES

Effective: October 2026

These General Terms and Conditions for FOERSTER.AI Cloud Services (hereinafter the "Cloud Terms" or "these Terms") govern the provision and use of the cloud-based FOERSTER.AI software platform (the "Platform") of Institut Dr. Foerster GmbH & Co. KG (hereinafter "FOERSTER"), including the Connect & Monitor module and any future modules. These Terms apply in addition to FOERSTER's general terms and conditions. In the event of any conflict, these Terms shall prevail.

1. Scope

- 1.1** These Terms apply to all contracts for the use of the FOERSTER.AI Cloud Services between FOERSTER and its customers (each a "Customer") in business dealings with entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB").
- 1.2** Any conflicting or supplementary terms and conditions of the Customer are hereby rejected and shall not become part of the contract, even if FOERSTER performs services without reservation while aware of such terms.
- 1.3** In the event of any conflict, individual provisions of the offer or order confirmation shall take precedence over these Terms.

2. Conclusion of Contract and Scope of Services

- 2.1** The contract is concluded upon written order confirmation or the Customer's signature of the offer. The scope of services, prices, and contract term are governed by the relevant offer.
- 2.2** FOERSTER provides the Customer with the FOERSTER.AI Platform as an internet-based cloud service (Software-as-a-Service) for the collection, storage, visualization, and analysis of operational data from networked testing systems. The specific scope of services is set out in the relevant offer or the accompanying service description.
- 2.3** The scope of services includes, in particular, provision of the Platform, setup of the Customer's tenant, connection of the agreed locations and devices via the Gateway in accordance with Section 3, user administration, updates, and support as set out in the relevant service description. Unless otherwise agreed, the scope does not include other end devices, network infrastructure, on-site visits, integration of third-party systems, or customization.

- 2.4** FOERSTER may offer additional modules for FOERSTER.AI. Use of such modules requires a separate agreement; these Terms apply accordingly.

3. Gateway Devices

- 3.1** To connect the agreed locations and devices to FOERSTER.AI, FOERSTER shall provide the Customer with the necessary standard gateway devices (each a "Gateway"). Gateways are provided free of charge for the duration of the contract; the type and number of Gateways provided are specified in the relevant offer.
- 3.2** Ownership of the Gateways remains with FOERSTER throughout the contract term. The Customer is granted only a right to use the Gateways for the agreed purpose; no ownership is transferred to the Customer.
- 3.3** The Customer shall handle the Gateways with the care of a prudent businessperson, use them only for their intended purpose, and shall not modify the hardware or firmware without FOERSTER's prior written consent. The Customer is liable for any loss of, or damage to, a Gateway to the extent the Customer is responsible for it.
- 3.4** Upon termination of the contract, for whatever reason, the Customer shall return all Gateways to FOERSTER unsolicited, at the Customer's own expense, within fourteen (14) days of the contract's termination, in proper condition commensurate with their age. If the Customer fails to return a Gateway within this period, FOERSTER may set the Customer a reasonable additional deadline; if the Customer also fails to meet that deadline, FOERSTER may claim compensation for the replacement value of the Gateways not returned.

4. Contract Term and Termination

- 4.1** The minimum contract term is twelve (12) months from provision of the cloud service (activation date).

4.2 After the minimum contract term has expired, the contract continues for an indefinite period and may be terminated by either party with one (1) month's notice to the end of the month, in text form (email is sufficient).

4.3 The right of either party to terminate this Agreement for good cause without notice remains unaffected. Good cause exists for FOERSTER, in particular, in the event of the Customer's default in payment for more than 60 days, serious breaches of these Terms, or the Customer's insolvency. Good cause exists for the Customer, in particular, if the actual availability of the Platform falls more than five percentage points below the target availability specified in Section 6.1 for three consecutive calendar months, or in the event of serious breaches by FOERSTER of data protection or confidentiality obligations.

5. Rights of Use

5.1 FOERSTER grants the Customer, for the contract term, a simple, non-exclusive, non-transferable, and non-sublicensable right to use FOERSTER.AI to the agreed extent (locations, devices, users).

5.2 The Customer may not make the Platform accessible to third parties without FOERSTER's prior written consent, reverse-engineer or decompile it, disclose access credentials, use it unlawfully, or carry out automated access that impairs operation of the cloud infrastructure.

5.3 Customer data remains the property of the Customer. FOERSTER uses Customer data solely to provide the cloud service, but is entitled to use anonymized and aggregated data for statistical purposes and product improvement.

5.4 FOERSTER does not use Customer data to train cross-customer or publicly available AI models. Use of data for statistical purposes or product improvement under Section 5.3 is based exclusively on anonymized or aggregated data from which no conclusions can be drawn about the Customer. To the extent FOERSTER.AI provides automated analyses that may serve as a basis for the Customer's own decisions, FOERSTER will inform the Customer of their essential functionality. Any further requirements under Regulation (EU) 2024/1689 (the "AI Act") or other applicable AI law remain unaffected and will be reviewed separately if and when such functions are introduced, and incorporated into these Terms as needed.

6. Availability, Maintenance, and Support

6.1 FOERSTER targets a monthly Platform availability of 99.5%. This target excludes scheduled maintenance windows and outages beyond FOERSTER's control (force majeure, disruptions at the Customer's site, or third-party attacks despite industry-standard security measures).

6.2 Scheduled maintenance windows will be announced to the Customer at least 48 hours in advance; critical security updates will be announced at least 4 hours in advance.

6.3 Support is provided on business days as set out in the relevant service description. Unless otherwise agreed, no binding response or resolution times are guaranteed.

6.4 Uninterrupted, error-free operation of the Platform cannot be guaranteed for technical reasons.

7. Customer Obligations

7.1 The Customer shall appoint an administrator, ensure adequate internet connectivity at the site, operate the Gateway properly in accordance with Section 3, keep access data secure, and report malfunctions immediately via the designated support channel.

7.2 The Customer is solely responsible for the legality of the data it enters into FOERSTER.AI, in particular with regard to data protection requirements.

7.3 The Customer shall use FOERSTER.AI only for the agreed purposes and within the agreed capacities (devices, users, data volume).

8. Fees and Payment Terms

8.1 Fees consist of a one-time implementation fee and a monthly, usage-based fee per registered device, plus any items specified in the offer.

8.2 Monthly fees are invoiced in advance and due within 30 days of the invoice date, without deduction.

8.3 FOERSTER may adjust its prices once a year, with three (3) months' notice. If a price increase exceeds 5% of the previous fee, the Customer has a special right of termination within six (6) weeks of notification.

8.4 In the event of late payment, FOERSTER may, after an unsuccessful reminder and a 14-day grace period, temporarily suspend the Customer's access to the Platform. Customer data will not be deleted during any such suspension.

9. Data Protection and Data Security

- 9.1** Both parties shall comply with applicable data protection law, in particular the GDPR and the German Federal Data Protection Act (Bundesdatenschutzgesetz, "BDSG"). To the extent FOERSTER processes personal data on the Customer's behalf, the parties shall enter into a data processing agreement under Article 28 GDPR.
- 9.2** Customer data is stored exclusively on servers within the European Union. FOERSTER implements appropriate technical and organizational measures, in particular encrypted data transmission, access control, regular security updates, and data backups, as set out in the relevant service description.
- 9.3** Upon termination of the contract, FOERSTER shall, on request, make the Customer's data available for export in a common format within 30 days of the end of the contract; the data will thereafter be irrevocably deleted no later than 60 days after the end of the contract.

10. Confidentiality

- 10.1** Each party shall treat the other party's confidential information as strictly confidential and shall not disclose it to third parties without prior written consent. This does not apply to information that is publicly known, was independently developed, or must be disclosed under a legal obligation.
- 10.2** The confidentiality obligation applies for the contract term and for five (5) years thereafter.

11. Liability

- 11.1** FOERSTER is liable without limitation for damage caused by intent or gross negligence, for damage resulting from injury to life, body, or health, and within the scope of any guarantee expressly assumed by FOERSTER.
- 11.2** For damage caused by a slightly negligent breach of material contractual obligations ("cardinal obligations"), FOERSTER's liability is limited to the type and amount of damage foreseeable and typical for this type of contract at the time of conclusion, but in no event exceeding the average annual fee for the affected cloud service. Material contractual obligations, for these purposes, are obligations whose performance is essential to the proper execution of the contract, whose breach would jeopardize achievement of the purpose of the contract, and on whose performance the Customer may reasonably rely.
- 11.3** FOERSTER is not liable for other damage caused by a slightly negligent breach of obligations that are not material contractual obligations within the meaning of Section 11.2.
- 11.4** FOERSTER is not liable for damage caused by an inadequate internet connection or technical equipment on the Customer's side, for data loss attributable to the Customer, for loss of profit in cases of slight negligence, or for disruptions due to force majeure under Section 15.

- 11.5** The Customer is advised to keep its own backups of critical test data; the recoverability of FOERSTER backups is not guaranteed.

- 11.6** Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by the foregoing. The limitations of liability in this Section 11 apply equally to the personal liability of FOERSTER's employees, representatives, and other vicarious agents.

12. Amendments to these Terms

- 12.1** FOERSTER may amend these Terms with at least six (6) weeks' notice before they take effect, and will notify the Customer by email to the registered administrator address. The notice of amendment will expressly state the content of the change, whether Section 12.2 or Section 12.3 applies, and the resulting legal consequences.
- 12.2** If an amendment does not affect the service description, the fees (Sections 2 and 8), or other material Customer rights, but instead consists of editorial adjustments, adjustments to changes in the law, or minor changes to the scope of services, the following applies: if the Customer does not object in text form within four (4) weeks of notification, the amended Terms are deemed accepted to that extent.
- 12.3** Amendments to the service description, the fees, or other material Customer rights become part of the contract only with the Customer's express consent. If the Customer does not respond or objects, the contract continues on the existing terms. If continued performance on the existing terms is unreasonable for FOERSTER, FOERSTER may terminate the affected contract with two (2) months' notice to the end of a calendar month.
- 12.4** If the Customer timely objects to an amendment under Section 12.2, FOERSTER may terminate the contract effective as of the date the amendment would have taken effect; in that case, the Customer has an equivalent extraordinary right of termination.

13. Third-Party Rights and Indemnification

- 13.1** FOERSTER warrants that, to the best of its knowledge, the FOERSTER.AI Platform does not infringe any third-party rights. If a third party asserts a claim against the Customer for infringement of intellectual property rights arising from the Customer's intended use of the Platform, FOERSTER shall indemnify the Customer against such claims and, at FOERSTER's option, either procure the necessary right of use, modify the Platform so that it no longer infringes, or provide the Customer with an equivalent service. This is conditional on the Customer promptly notifying FOERSTER in writing, giving FOERSTER sole control of the defense of any such claim, and providing reasonable assistance.
- 13.2** The Customer shall indemnify FOERSTER against third-party claims arising from Customer data unlawfully uploaded to FOERSTER.AI by the Customer, or from the Customer's use of the Platform in breach of this Agreement.

14. Subcontractors and Sub-Processing

- 14.1** FOERSTER may engage subcontractors, in particular the hosting provider referred to in Section 9.2, to provide the cloud service. FOERSTER is liable for the fault of such subcontractors in connection with the contracted services to the same extent as for its own fault.
- 14.2** To the extent subcontractors process personal data as part of such processing, the requirements for sub-processing under Article 28(2) and (4) GDPR apply; details, including the sub-processors currently engaged and the procedure for any change, are set out in the data processing agreement (DPA) referred to in Section 9.1.
- 14.3** FOERSTER will inform the Customer, with reasonable advance notice, of any change of hosting provider or other material sub-processor where this would result in a change of storage location outside the European Union (see Section 9.2).

15. Force Majeure

- 15.1** Neither party is obliged to perform its contractual obligations to the extent, and for as long as, it is prevented from doing so by force majeure. Force majeure includes, in particular, natural disasters, war, terrorism, embargoes, government orders, pandemics and epidemics, labor disputes, and energy, network, or internet outages beyond the affected party's control and for which it is not responsible.
- 15.2** The affected party shall promptly notify the other party of a force majeure event and its expected duration. If a force majeure event continues for more than 60 days, either party may terminate the affected services on reasonable notice.

16. Final Provisions

- 16.1** This Agreement is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.2** The exclusive venue for disputes arising out of or in connection with this contract is, to the extent permitted by law, Reutlingen, Germany.
- 16.3** If any provision of these Terms is invalid, the validity of the remaining provisions is unaffected; the invalid provision shall be replaced by a provision that comes closest to its economic purpose.
- 16.4** Amendments and additions to these Terms must be made in text form; this also applies to any waiver of this text-form requirement.
- 16.5** In the event of any conflict between the contract documents, the following order of precedence applies: (1) the individual offer or order confirmation; (2) these Terms; (3) FOERSTER's general terms and conditions.