

ADDITIONAL TERMS OF USE FOR THE DR. SCHENK AI-WORKBENCH

1. SCOPE, GENERAL

- 1.1 These Additional Terms of Use for the Dr. Schenk AI-Workbench („GTC-AI“) apply to all business relations between Dr. Schenk of America LLC, doing business as Dr. Schenk Industrial Surface Inspection („Dr. Schenk“) and its customers („Customers“), with the subject of using the Dr. Schenk AI-Workbench pursuant to Section 3.7 of the General Terms and Conditions for providing support and services („GTC Service“).
- 1.2 The Dr. Schenk AI-Workbench is a cloud-based platform solution that Customers can use to upload defect images from their inspection process to a storage space provided by Dr. Schenk, label them, and use them as training data for AI models.

2. SCOPE OF SUPPLY

Depending on the scope ordered („Service Package“) Dr. Schenk shall provide the Customer with an access to the „Dr. Schenk AI-Workbench“ platform for one or more natural persons („User“). This access includes nearly unlimited storage space for training data, annotations, AI models and defect libraries (collectively, the „Customer Data“), tools for AI-supported labelling of defects and comprehensive computing power for executing AI trainings.

2.1 Storage space

- 2.1.1 The storage space may only be used for Customer Data in direct connection with the usage of the AI-Workbench. In case exceptional usage (more than one terabyte per Service Package) is determined, Dr. Schenk reserves the right to limit the storage space.
- 2.1.2 Access will be automatically deleted within 30 days after the expiration or termination of the corresponding Service Package.
- 2.1.3 An automatic weekly backup of Customer Data is included in the scope of services and is stored for 30 days.

2.2 AI-Trainings

- 2.2.1 The number of allowed trainings per year is determined by the Service Package ordered by the Customer, but is typically limited to 1/12 of the annual quota per month.
- 2.2.2 If a single training exceeds 12 GPU hours¹, the training quota is reduced by the additional GPU hours spent (e.g., an 18-hour training corresponds to 1.5 trainings). A training is counted as used once it has consumed 0.25 GPU hours.
- 2.2.3 Dr. Schenk ensures to start trainings included in the ordered Service Package without undue delay. In case of unusually high resource demand, Dr. Schenk reserves the right - only after consultation with the User - to limit trainings that require an exceptionally high amount of computing power or to move them to another time slot. In this case Dr. Schenk shall provide information regarding the computing power required in previous Customer trainings on request.

2.3 Testing of AI-models and execution

- 2.3.1 After completing an AI-Training Users can apply various AI models to defect images and evaluate the results. Users also have the opportunity to calculate deviations and perform AI-assisted labelling of defect images.
- 2.3.2 If testing the AI models generates an exceptionally high volume of data traffic, exceeding twice the average data volume of other customers, Dr. Schenk reserves the right to coordinate appropriate measures with the User regarding the timing or allocation of computing resources in order to ensure reliable service for all users.

3. ADDITIONAL SUPPORT

A support package in accordance with Section 3.6 of the GTC Service, which includes the initial hours required to set up the „Dr. Schenk AI-Workbench“ solution, must be purchased separately. Additional support hours can be offered and ordered at any time upon request.

¹ A GPU-hour is the unit of measurement for the time a graphics processing unit (GPU) spends on a specific task, e.g., training an AI model.

4. OBLIGATIONS OF THE CUSTOMER

- 4.1 The Customer is responsible for ensuring that its access data is only given to one User for the purpose of using the AI-Workbench and is only used by that User. If the Customer suspects that the access data is being used by other persons or becomes aware of such use, it shall inform Dr. Schenk immediately.
- 4.2 The Customer warrants that it has all necessary rights to use the uploaded data and indemnifies Dr. Schenk against all third-party claims in this regard. Furthermore, the Customer grants Dr. Schenk a non-exclusive right, unlimited with regard to place and time, to use the Customer Data in connection with the operation of the AI-Workbench, in particular, to support Customers in the context of support requests.
- 4.3 The Customer is responsible for ensuring that Users are familiar with and comply with these GTC-AI. If Dr. Schenk discovers or suspects that the AI-Workbench is being used in a manner that does not comply with the contract, Dr. Schenk reserves the right to contact the Customer to discuss measures to ensure compliance with the contract or to agree on an extension of the originally ordered scope of services.

5. LIABILITY

- 5.1 Dr. Schenk uses the services of Google Cloud EMEA Ltd. ("Google") to operate the AI-Workbench. To the extent permitted by law, Dr. Schenk accepts no liability for the availability of Google services or any loss of customer data caused by Google.
- 5.2 In addition, the limitations of liability contained in GTC Service apply.

6. TERMINATION OF ACCESS

- 6.1 Access to the AI-Workbench is limited to 12 months per User and begins when access is activated upon receipt of payment ("Period of Use"). If the Customer orders a new Service Package before the end of the Period of Use, the Period of Use is extended by a further 12 months.
- 6.2 The Customer may request the deletion of its access at any time.
- 6.3 Dr. Schenk reserves the right to suspend or delete the User's access after written notification if the Customer or a User has violated these GTC-AI or if Dr. Schenk suspects such a violation.

7. CONFIDENTIALITY, DATA SECURITY

Dr. Schenk ensures the confidential treatment of Customer Data and compliance with all applicable national and international laws. Access to Customer Data is restricted to the Customer and its Users and to Dr. Schenk, except where access by Google is required by law or strictly necessary to ensure the proper delivery of cloud services. Any Customer Data is transmitted in encrypted form using state-of-the-art technology.

8. FINAL PROVISIONS

These GTC-AI are subject to the laws of the State of Minnesota. They are only valid in connection with the GTC Service.