

EXTERNAL PARTY - IPAI LAB TERMS AND CONDITIONS

Preamble

With the Innovation Park AI ("IPAI"), IPAI Management GmbH, Stiftsbergstr. 1, 74172 Neckarsulm ("IPAI Management") pursues the purpose of bringing together companies, start-ups, research players, skilled labour, talents and other players active in the field of artificial intelligence (AI) in order to create an innovative space for AI innovations. In particular, IPAI aims to enable players in the field of AI to develop AI in a future-proof and competitive manner and to bring it into application. These General Terms and Conditions ("IPAI Lab T&Cs") form the legal basis for the authorisation to book parceled laboratory space in the IPAI laboratory on the ground floor of IPAI ("IPAI Lab") as well as the technical infrastructure and supply services required for the use of the laboratory space for the testing, validation and (further) development of entrepreneurial innovations using AI ("IPAI Lab Services") by interested parties ("External Parties").

Therefore, IPAI Management and the External Party (each a "Party" and together the "Parties") agree as follows:

1 Scope of the IPAI Lab T&Cs

The subject matter of the IPAI Lab T&Cs is the provision of the IPAI Lab Services by IPAI Management and the External Party's authorisation to use the IPAI Lab Services against payment of the remuneration stipulated in the Contract.

2 Conclusion of the contractual relationship

IPAI Management sends the External Party an offer for the use of the IPAI Lab Services, which must be signed by the External Party ("Contract").

3 Provision of IPAI Lab Services by IPAI Management

- 3.1 The subject matter of the Contract is the use of the parcelled laboratory space in the IPAI LAB specified in Annex 3.1 (Technical details of the laboratory space) as well as the technical infrastructure and supply services required for the use of the laboratory space for the testing, validation and (further) development of entrepreneurial innovations. The number, size and technical details of the bookable laboratory spaces and the scope of the technical infrastructure and supply services provided by are set out in Annex 3.1 attached to these IPAI Lab

T&Cs.

- 3.2 The External Party is entitled to customise the booked laboratory space after consultation with IPAI Management and taking into account the relevant workplace protection laws and regulations and all fire protection requirements. The External Party is authorised to equip the booked laboratory space with its own furniture and equipment to the extent permitted by the size of the booked laboratory space. IPAI Management is not liable for the furniture and equipment brought in by the External Party or for any risks arising therefrom. The External Party is solely responsible for the functionality of the furniture and equipment brought in and must ensure that no dangers arise from these items. The External Party must comply with all regulations applicable to the technical equipment brought in.
- 3.3 IPAI Management supports the External Party with the assembly and disassembly of test setups and demonstrators after prior consultation. The External Party has no claim to IPAI Management's support in assembling and disassembling test setups and demonstrators.
- 3.4 IPAI Management also supports with the visitor marketing ("IPAI Lab as a showcase") and the access management. Visitors to the IPAI are given access to the IPAI Lab through guided tours by IPAI Management on the one hand, and through various events organised by Members, Core Partners, External Parties and IPAI Management on the other, even in the absence of the External Party.
- 3.5 IPAI Management supports the External Party with appearances in relevant IPAI publicity channels and promotes the AI applications exhibited in the IPAI Lab in coordination with marketing and communication managers.
- 3.6 In addition, the External Party may use the communal areas as well as the communal kitchens including equipment, the power supply and the Wi-Fi (subject to availability) on the ground floor of the IPAI.
- 3.7 The External Party is authorised to access the IPAI Lab during IPAI opening hours (Mon. to Fri.: 8 a.m. to 10 p.m.). Ten (10) personalised IPAI Cards are made available to the External Party.

4 Remuneration, Cancellation Conditions

- 4.1 The amount of remuneration for the booked IPAI Lab Services is specified in the Contract. The remuneration is a net amount. In addition to the agreed remuneration, the External Party must pay VAT at the statutory rate. Unless expressly agreed otherwise, IPAI Management will invoice the remuneration monthly as a follow-up. All invoiced amounts are due within fourteen (14) days from receipt of the invoice by the External Party.
- 4.2 If the External Party cancels the booked IPAI Lab Services up to 14 calendar days before the start of the Contract as agreed in the Contract, only 50% of the remuneration must be paid. If booked IPAI Lab Services are cancelled less than 14 calendar days before the start of the Contract as agreed in the Contract, 100% of the remuneration must be paid.

5 Term and Termination

- 5.1 The term of the Contract is three (3) months from the start of the Contract.
- 5.2 The term in accordance with section 5.1 will be extended by further terms of one (1) month each if the IPAI Lab T&Cs and the authorisation to use the IPAI Lab Services are not terminated by one of the Parties by the 15th of the last month before the end of the respective term.
- 5.3 The Parties may terminate the Contract at any time for good cause. In the event of termination without notice, the External Party is obliged to immediately return the booked laboratory space and to immediately restore the laboratory space to its original condition. If the External Party fails to fulfil this obligation, IPAI Management is entitled to clear the laboratory space and restore it to its original condition at the risk and expense of the External Party.
- 5.4 A termination of this Contract must be in text form to be effective.

6 Rules of conduct of the External Party

- 6.1 The External Party must treat the used laboratory space with care and attention and keep it tidy. Technical or structural changes to the booked laboratory space are only permitted with the consent of IPAI Management.

- 6.2 The External Party will only use the laboratory space, the technical infrastructure and the equipment and facilities of the IPAI in accordance with their intended purpose and in compliance with the communicated house rules, rules of conduct, safety regulations or comparable regulations. The External Party will behave considerately at all times and is obliged to refrain from disturbing or otherwise interfering with the other persons present.
- 6.3 For the duration of the use of the laboratory space, the External Party bears the sole duty of care for the used laboratory space and objects. In this context, the External Party will indemnify IPAI Management against third-party claims.
- 6.4 The External Party must notify IPAI Management immediately of any damage to the laboratory space or furniture or equipment, to the common areas and the technical infrastructure or to IPAI's equipment and facilities so that IPAI Management can remedy them. The costs necessary for remedying the aforementioned damage must be reimbursed by the External Party if the damage incurred is based on a use not in accordance with the Contract.

7 Warranty

The External Party has taken note of the fact that the parcelled laboratory areas are not structurally separated from each other but are only marked and separated by corresponding markings on the floor. Based thereon, the External Party waives any claims pursuant to Sections 536, 536a of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*). Claims for reduction do not apply in this respect. The External Party recognises that the provided laboratory space, including all equipment provided, is in a contractual, undamaged condition before the start of use and is suitable for its purposes without restriction.

8 Liability and Cleaning

- 8.1 The liability of IPAI Management is limited to the essential contractual obligations of IPAI Management. These are the provision of parcelled laboratory space in the IPAI LAB as well as the technical infrastructure and supply services required for the use of the laboratory space. Otherwise, IPAI Management is only liable within the scope of this contractual relationship in the event of intent and gross negligence. This does not apply to damages resulting from injury to life, body or health.

- 8.2 IPAI Management is responsible for the regular cleaning of the parcelled floor areas. Apart from that, IPAI Management is not liable for the condition of the used laboratory space.
- 8.3 The External Party is responsible for cleaning the furniture and equipment used by the External Party.

9 Consequences of Termination

- 9.1 Upon termination of the authorisation to use the IPAI Lab Services, the External Party must return the used laboratory space in a clean, defect-free and usable condition. Any furniture or equipment brought in by the External Party must be removed from the laboratory space. Any technical and/or structural modifications made by the External Party must be dismantled. IPAI Management may store furniture or equipment brought in by the External Party at the External Party's expense if it is not removed despite being requested to do so. After 14 days, IPAI Management is authorised to dispose of the items at the External Party's expense.
- 9.2 If the External Party does not return the booked laboratory space on time for reasons for which the External Party is responsible, the External Party is liable to IPAI Management for all damage caused by the late return.
- 9.3 Upon termination of the Contract, the External Party will delete all access data and information received (and confirm their deletion in writing or in text form at IPAI Management's request) and return all IPAI Cards and other items received to IPAI Management.

10 Miscellaneous

- 10.1 IPAI Management or its vicarious agents are authorised to enter the IPAI Lab at any time, even in the absence of the External Party, but with the greatest possible protection of the interests of the External Party, in particular to carry out visitor marketing ("IPAI Lab as a showcase") in accordance with section 3.4 , to carry out maintenance work, inspections, cleaning or other work necessary to maintain the services and in the event of imminent danger. Imminent danger exists if there are concrete indications that, without immediate intervention by IPAI Management, damage to the IPAI, other property of IPAI Management or third-parties (e.g. other External Parties) could occur or criminal offences or administrative offences could

be committed in the IPAI Lab. If the External Party or other third-parties who have gained access to the IPAI Lab at the External Party's instigation have culpably contributed to the imminent danger, the External Party must bear all resulting costs.

- 10.2 Any subletting, transfer of use and any intended joint use and combining of booked laboratory space for co-operation with other External Parties requires the prior written consent of IPAI Management. Section 540 para. 1 sentence 2 BGB is excluded.
- 10.3 Competition protection (*Konkurrenzschutz*) for the External Party is excluded.
- 10.4 The invalidity, nullity or unenforceability of individual provisions of these IPAI Lab T&Cs shall not affect the validity of the other provisions. The Parties undertake to replace an invalid, void or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic intent of the original provision. This applies accordingly to loopholes.

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Annex 3.1 – Technical details of the laboratory space

The technical details of the IPAI Lab are described in detail in the following section.

General plan of the IPAI Lab

The general plan provides an overview of the total area and the individual plots.

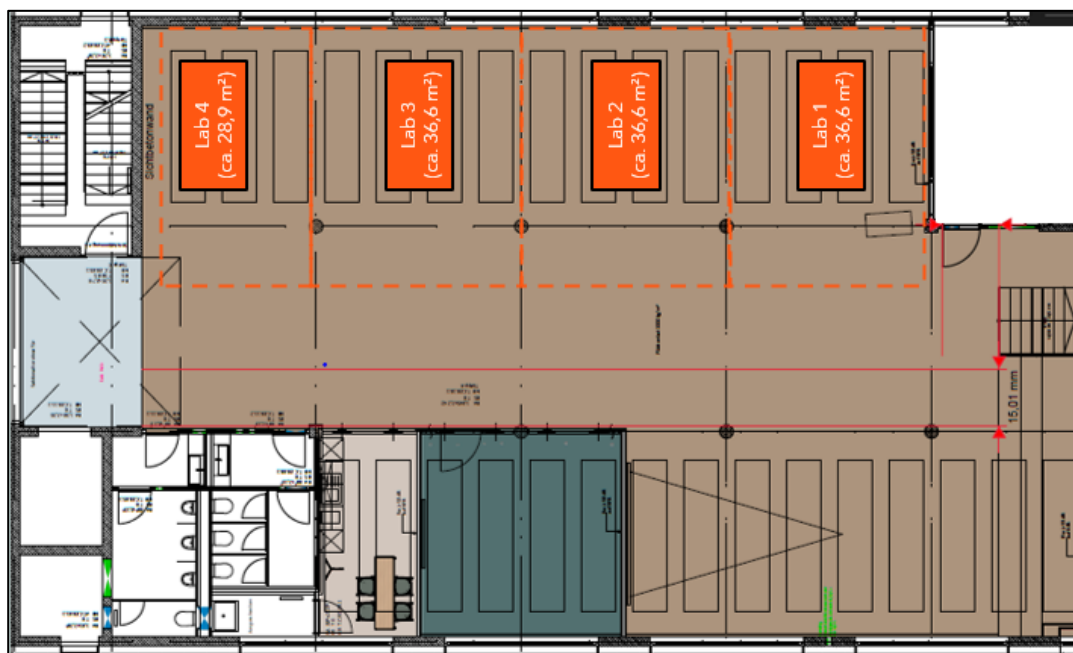


Fig. 1 – Overview plan of the IPAI Labs

Technical details

- 3 plots (Lab 1 – 3) size M, approx. 36.6 m² each
- 1 plot (Lab 4) size S, approx. 28.9 m²
- Heavy-duty floor - 10.0 kN/m²
- 4.00 m ceiling height
- Electricity and high voltage (16A / 32A)
- LAN / WLAN
- Barrier-free access
- Access and delivery possible via roller shutter door
- One lockable multi-purpose cupboard per plot for storing equipment and items
- One digital display per plot to show information on projects and KI innovations