

Hardware Loan Terms and Conditions

SANEZOO EUROPE, s.r.o.

1. PREAMBLE

This document outlines the terms and conditions of the hardware loan provided by SANEZOO EUROPE, s.r.o. ID: 06425259, registered office: Benešova 626/16, 602 00 Brno, Czech Republic (hereinafter „*Lender*“) to any business entity or non-business entity (hereinafter “*Borrower*”).

2. CONCLUSION OF LOAN AGREEMENT

1. The loan agreement shall be concluded in one of the following ways:
 - a. as a written stand-alone contract;
 - b. as a part of another written contract;
 - c. by Provider's acceptance of purchase order issued by Licensee;
2. The loan agreement shall always contain the following:
 - a. specification of Hardware;
 - b. timeframe of the loan;
3. No face-to-face, telephone, or other communication that does not result in a written contract shall be deemed to constitute the conclusion of a loan agreement.

3. OBJECT OF LOAN AGREEMENT

1. The object of the loan shall be the hardware necessary to utilize the SANEZOO UNITY product (e.g. controllers, cameras, and lenses) or the SANEZOO GRASP product (e.g. controllers and 3D camera), provided to the Borrower by Lender in accordance to the loan agreement. (hereinafter “*Hardware*”).
2. Based on the loan agreement, the Licensee agrees to pay the total loan fee under conditions set in article “7. PAYMENT” of this Sublicense terms and conditions.
3. The Hardware remains in sole ownership of the Lender during the whole term of the loan.

4. HANDOVER OF HARDWARE

1. The Hardware shall be handed over to the Borrower either by personal pickup at the Lender's principal office or by the courier company. At the same time, the Borrower will cover all the shipment costs and import duties and taxes.
2. The date of handover of Hardware is when the Hardware is shipped from the Lender to the Borrower unless agreed differently. The Lender shall send a confirmation of shipment of Hardware and tracking number within 2 days from shipment.
3. Borrower is obliged to check immediately after delivery that the hardware has not been damaged in any way during shipment. In case the Hardware has been damaged during shipment, the Borrower shall inform the Lender and courier company and file the damaged delivery form with the courier company.
4. Once the loan is terminated, the Borrower is obliged to return the Hardware to the Lender via the agreed delivery method. In case the method of delivery is not agreed the Borrower shall return the Hardware by the courier company within one month of the termination of the loan. At the same time, the Borrower will cover all the shipment costs, import duties, and taxes.

5. LOAN

1. The Lender loans Hardware specified in the loan agreement to the Borrower.
2. The loan shall be provided within the scope of the loan agreement. In case that the loan agreement does not specify the Hardware, the Lender shall provide Hardware sufficient to operate as many workstations as the Borrower owns SANEZOO UNITY or SANEZOO GRASP sublicense for.
3. The loan term shall be terminated no later than the term of the license to use SANEZOO UNITY or SANEZOO GRASP software by the Borrower.

6. USE OF THE HARDWARE BY BORROWER

1. The Borrower is only allowed to use the Hardware to operate with SANEZOO UNITY and SANEZOO GRASP software. The Borrower cannot use the Hardware for activities other than stated above.
2. The Borrower shall not engage in any activity that could enable him or third parties to make unauthorized use of the Hardware.
3. The Borrower shall not install any third-party software on the Hardware or use any third-party plug-ins on the Hardware.
4. The Borrower may connect compatible peripherals (e.g. monitors, keyboards, or lenses), that are not able to interfere with the Hardware functionality maliciously.
5. The Borrower is not allowed to interfere with the Hardware to any extent. All repairs and upgrades of the Hardware shall be performed solely by the Lender.

7. PAYMENT

1. The total loan fee consists of:
 - a. loan fee;
 - b. additional service fee (if agreed);
 - c. auxiliary service fee (if agreed);
2. At the Lender's sole discretion, the loan fee may be included in another payment that the Borrower is obliged to pay to the Lender based on another contract.
3. At the Lender's sole discretion, the loan may be free of charge (except for the optional additional service fee and auxiliary service fee).
4. The Borrower shall pay the loan fee at the agreed time. In case the time is not agreed upon, the total loan fee shall be paid no later than the due date on the issued invoice:
5. The total loan fee shall be fully specified and paid in the agreed currency.
6. The total loan fee shall be paid by the payment method stated on the issued invoice.
7. If not agreed otherwise, the total loan fee does not include taxes and customs fees.
8. In the case that the Borrower is in default of payment of the total loan fee, the Lender may demand payment of default interest at the rate provided for by Czech law and a contractual penalty of 0.1% for each day of delay.

8. ADDITIONAL SERVICES

1. During the term of the loan, the Lender shall provide the following additional services to the Borrower:
 - a. upgrades of Hardwareto the extent and at the time determined at the Provider's discretion.

2. Some of the major upgrades may be subjected to additional payment. In such case, the Lender shall inform the Borrower about the upgrade, specifications, and the additional payment.
3. In the event of damage or failure of the Hardware, the Lender shall repair or replace damaged or failed parts of the Hardware.
4. Repair or replacement of damaged or failed parts of Hardware shall be free of charge. In the case the damage or failure is caused by the Borrower or its employees or third party, the repair or replacement shall be subjected to a fee.

9. AUXILIARY SERVICES

1. The Lender may be offering auxiliary services, including but not limited to technical support via e-mail or by phone, installation and implementation support, and troubleshooting.
2. The scope of auxiliary services that may be offered by the Lender depends solely on the decision of the Lender.
3. The Lender may charge an additional price for auxiliary services based on the Lender's price chart or the agreement of the parties.

10. LIABILITY FOR DAMAGES

1. The Lender shall not be liable for the results of the activities for which the Hardware is used. The Borrower acknowledges that during the use of the Hardware, errors may occur.
2. The Borrower acknowledges that the Lender shall not be liable for defects in the Hardware resulting from unauthorized interference with the Hardware or use of the Hardware in violation of specification of the Hardware by the Borrower or third parties.
3. The Borrower further acknowledges that, unless otherwise agreed, the Lender shall not be liable for the functionality of the data network of the Borrower, the functionality of the public data network, for the functionality of the Borrower's other hardware equipment, for the backup of data by the Borrower, for the condition of the Licensee's other hardware and software and any interference by third parties with other hardware and software of the Borrower.
4. The Borrower further acknowledges that the absence of a functional feature of the Hardware that is not explicitly stated in the Hardware specification shall not be considered a defect.
5. In case of damage of the Hardware caused by the Borrower, its employees, or a third party, the Borrower shall pay the full price of damaged parts of Hardware stated in the loan agreement according to the Lenders price list valid at the time of damage. Wear and tear, and Hardware obsolescence are not taken into account.

11. CONFIDENTIALITY

1. For the purposes of this Hardware Loan Terms and Conditions, "Confidential Information" shall mean all information (including but not limited to any knowledge, trade secrets, data, drawings, samples, devices, demonstrations, know-how, any technical and scientific information, any information relating to software architecture, design, or code, any research and development information, any plans or projections and other materials of whatever description whether or not subject to or protected by copyright, patent, trademark, registered or unregistered or otherwise) disclosed or communicated in writing, orally or in electric form in connection with this contract or the subcontracted work.
2. Lender and/or Borrower shall keep the Confidential Information disclosed or communicated to them by the other party, directly or indirectly, in strict confidence. Lender and/or Borrower shall not use the Confidential Information for any other purpose than specially stipulated in the Loan Agreement

or Hardware Loan Terms and Conditions. Lender and/or Borrower shall not be allowed to copy or reproduce in whole or in part any of the Confidential Information without written permission of the other party.

3. Lender and Borrower shall ensure that each of its employees having access to the Confidential Information complies with the terms and provisions of License terms and conditions. Lender or Provider shall remain responsible for the actions and disclosures of its employees.
4. Confidential Information may only be disclosed as required by any applicable law, regulation, judicial, or other legal order, provided that only such information as required by the governmental entity or body and uses reasonable efforts to secure confidential treatment for any such Confidential Information so disclosed.

12. FINAL PROVISIONS

1. Relationships and possible disputes arising from the Loan and Hardware Loan Terms and Conditions shall be settled exclusively under the law of the Czech Republic and shall be settled by the competent courts of the Czech Republic.
2. The Lender handles the Borrower's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC; the Provider shall not process any personal data without the Licensee's consent, unless the processing of personal data is covered by this regulation and possibly other legal provisions allow without consent. Information on the processing of personal data by the Lender is contained in detail in the Lender's privacy policy.
3. The Lender may unilaterally change Hardware Loan Terms and Conditions. In case the Hardware Loan Terms and Conditions are changed, the Lender shall inform the Borrower about changes via e-mail. The Lender may inform the Borrower that a particular loan agreement with the Borrower stays untouched by the change in Hardware Loan Terms and Conditions, therefore, the newer version shall not apply to such loan agreement.
4. Hardware Loan Terms and Conditions come into force and effect on November 1st, 2023, repealing all the previous versions.