

FANUC Assisted Reality – Terms and Conditions

These Terms and Conditions for FANUC Assisted Reality (FAR) govern the special promises of FANUC within FAR for products (the "Products") provided by FANUC to its customer (the "Customer"), hereinafter collectively referred to as the "Parties" and individually as a "Party". These do not affect the Customers statutory rights or the obligations of FANUC under the contract.

1. Definitions

- 1.1. In these Conditions, unless the context requires otherwise the following expressions shall have the following meanings:
 - 1.1.1. "Customer"- the Party named as the Customer in the Order Confirmation.
 - 1.1.2. "FAR" – FANUC Assisted Reality
 - 1.1.3. "FAR Call" - FANUC Assisted Reality Call via video call.
 - 1.1.4. "FANUC" – refers to **FANUC Polska Sp. z o.o.**
 - 1.1.5. "Product" – refers to all FANUC Product **CNC, Laser, Robot** (robot & controller), **ROBOCUT, ROBODRILL** and **ROBOSHOT** by FANUC.
 - 1.1.6. "Spare Parts"- the sale of FANUC hardware and PC software (excluding Product Sales).
 - 1.1.7. "Software"- the sale of FANUC application and system software.

2. Description of FAR Services

- 2.1 FAR – FANUC Assisted Reality is a video-based remote technical support service provided through real-time audio and video communication systems. The service is intended to assist the Customer's qualified personnel in diagnosing malfunctions and carrying out repair measures on equipment manufactured, distributed, or serviced by FANUC.
- 2.2 FAR consists exclusively of advisory and supportive services rendered remotely. FANUC provides technical instructions, troubleshooting guidance, diagnostic support, and AI-assisted functionalities based solely on the information made available by the Customer during the respective sessions. Such AI-assisted functionalities may include, among others, automatic transcription of conversations, generation of captions, summaries, documentation support, and contextual suggestions to facilitate communication and service documentation. AI-generated outputs are provided for informational purposes only and do not replace technical assessment or decision-making by qualified personnel.
- 2.3 FANUC does not assume operational control over the Customer's premises, machinery, systems, or personnel at any time. FAR is not intended, designed, or authorized for live machine control, operational command, or safety-critical applications. The Customer's personnel remain solely responsible for all decisions, actions, and interventions carried out on-site. The operator remains in charge at all times.
- 2.4 All physical repair activities, including but not limited to mechanical, electrical, electronic, software-related, or operational interventions, are performed exclusively by the Customer or its authorized representatives and remain under the sole responsibility and control of the Customer.
- 2.5 FAR is provided as a cloud-based service utilizing the remote assistance platform and related services supplied by Librestream Technologies Inc. The hosting and processing model is cloud-based. Data generated during FAR sessions may be transmitted, processed, and stored within the Librestream service environment as technically required for the provision, operation, security, maintenance, documentation, and continuous improvement of the service. Information regarding applicable hosting locations, data processing arrangements, and compliance with relevant legal requirements, including the EU Data Act where applicable, is made available in the corresponding data processing and privacy documentation.
- 2.6 To the extent required for service delivery and documentation purposes, session-related information may be recorded, processed, and stored by FANUC and/or its authorized service providers. Such information may include audio and video streams, images, screenshots, chat messages, transcripts, diagnostic information, technical annotations, and service documentation generated during or after a support session.
- 2.7 Following a FAR session, FANUC may generate a service report ("Case Report") containing relevant session documentation, including but not limited to images, screenshots, chat history, conversation transcripts, AI-generated summaries, diagnostic observations, and recommended actions. Such documentation is intended solely to support service activities and record keeping and does not constitute a warranty, certification, or independent verification of equipment condition.
- 2.8 The parties expressly acknowledge that FAR constitutes a service contract within the meaning of Sections 611 et seq. of the German Civil Code (*Dienstvertrag*). FANUC does not owe a specific result or success. In particular, FANUC does not guarantee that any malfunction can be successfully diagnosed or remedied through remote support.
- 2.9 AI-generated transcripts, summaries, captions, recommendations, or other automatically generated content may contain inaccuracies, omissions, or misinterpretations. The Customer remains solely responsible for verifying the accuracy and suitability of such information before relying upon it for operational, maintenance, safety-related, or business decisions.

3. Service Availability

- 3.1 FAR is provided as a cloud-based service utilizing technology, infrastructure, and services supplied by Librestream Technologies Inc. and other authorized service providers. The availability and performance of FAR are therefore dependent upon the availability and proper functioning of such third-party platforms, networks, cloud infrastructure, and related services.
- 3.2 Unless otherwise expressly agreed in the applicable FAR Service Agreement, FAR support services are generally available within business hours from Monday to Friday between 09:00 and 17:00 local time at the registered office of the providing FANUC entity, excluding statutory public holidays applicable at that location. The provision of support services remains subject to personnel availability, operational capacity, and technical feasibility. Any response times, reaction times, availability commitments, or service levels shall apply only if expressly agreed in writing.
- 3.3 FANUC does not guarantee uninterrupted, error-free, secure, or continuous availability of FAR. The service may be temporarily unavailable, restricted, delayed, suspended, or otherwise impaired due to planned maintenance, emergency maintenance, software updates, security measures, cybersecurity-related activities, security patches, bug fixes, version upgrades, feature enhancements, technical modifications, network disruptions, failures of third-party services, force majeure events, or other circumstances beyond FANUC's reasonable control.

- 3.4 To maintain the security, functionality, regulatory compliance, and operational integrity of FAR, including compliance with applicable cybersecurity requirements, FANUC, Librestream, or their respective service providers may implement updates, patches, maintenance measures, configuration changes, or service modifications at any time. Such activities may temporarily affect the availability, performance, compatibility, or functionality of FAR. FANUC does not guarantee that all functionalities will remain continuously available or unchanged following such measures.
- 3.5 The proper operation of FAR requires that the Customer maintains, at its own responsibility, an adequate internet connection, compatible hardware and software, suitable device configurations, and appropriate network and security settings, including firewall and proxy configurations where applicable. FANUC shall not be responsible for any inability to access or use FAR, nor for any service degradation, interruption, or limitation resulting from deficiencies or failures in the Customer's technical environment or telecommunications services.
- 3.6 Certain functionalities, including AI-assisted features such as transcription, captions, summaries, recommendations, or similar automated services, may not be available at all times, in all jurisdictions, languages, device configurations, software versions, or service plans. FANUC does not warrant the continuous availability, accuracy, completeness, or suitability of such functionalities.
- 3.7 To the fullest extent permitted by applicable law, FANUC shall not be liable for interruptions, outages, delays, reduced performance, temporary unavailability, or loss of functionality caused by third-party platforms, cloud service providers, telecommunications providers, internet service providers, maintenance activities, security measures, or any other circumstances beyond FANUC's reasonable control.
- 4. Duration Limitation per Incident**
- 4.1 For each reported technical incident, the provision of remote support under FAR is limited to a maximum duration of two hours of audio and video communication time. This maximum duration applies per individual incident and includes analysis, troubleshooting guidance, consultation, and all related communication within the same case.
- 4.2 If the reported malfunction cannot be resolved within this time frame, any further repair activities shall require the deployment of a FANUC service technician to the Customer's site. Such on-site intervention shall be subject to a separate service order and shall be invoiced in accordance with the applicable service rates.
- 4.3 The assessment of whether a FAR session is technically feasible, appropriate, or capable of resolving the reported issue shall be made solely at the professional discretion of the assigned FANUC technician. The technician shall also determine whether continuation of remote support is technically reasonable or whether escalation to on-site service is required. Such determination shall be binding, provided it is made in good faith and based on sound technical judgment.
- 5. Technical Requirements**
- 5.1 The Customer shall ensure that all technical prerequisites necessary for the proper provision of FAR are fulfilled. This includes, in particular the availability of a stable and sufficiently high-performance internet connection, suitable hardware and FAR - software for audio and video transmission, and adequate camera positioning to ensure sufficient visibility of relevant components and machine areas.
- 5.2 If the performance of FAR is impaired or rendered impossible due to inadequate technical infrastructure or conditions on the Customer's side, FANUC shall remain entitled to remuneration for the time spent, unless the impairment is attributable to FANUC.
- 6. Customer Responsibilities and Operational Control**
- 6.1 The Customer retains full operational responsibility for its premises, equipment, and personnel at all times during the provision of FAR.
- 6.2 The Customer shall ensure that only appropriately qualified, trained, and authorized personnel participate in the FAR session and carry out any repair or maintenance measures.
- 6.3 The Customer remains solely responsible for compliance with all applicable occupational health and safety regulations, accident prevention provisions, electrical safety standards, environmental requirements, and other statutory or regulatory obligations. Prior to performing any intervention, the Customer shall ensure that machinery and equipment are placed in a safe and compliant condition in accordance with applicable laws and the relevant manufacturer specifications.
- 6.4 All measures implemented on the basis of guidance provided during a FAR session are carried out exclusively at the Customer's own risk and responsibility. FANUC does not assume any supervisory duties, safety obligations, operator responsibilities, or site-specific risk assessments.
- 6.5 FANUC shall be entitled to suspend or terminate a FAR session if safety concerns arise, if the Customer fails to meet the necessary technical or safety requirements, or if continuation appears technically inappropriate.
- 7. Remuneration**
- 7.1 Remuneration for FAR services shall be governed by the FAR Service Agreement or the applicable price list referenced therein.
- 7.2 Unless otherwise agreed, billing shall be based on the actual time spent by FANUC personnel. Chargeable time includes preparation, connection time, analysis, troubleshooting, consultation, and documentation.
- 7.3 The two-hour maximum duration per incident does not constitute a flat-rate fee but defines the maximum permissible duration of remote troubleshooting before escalation to on-site service becomes mandatory.
- 7.4 All prices are exclusive of statutory value added tax.
- 8. Retention of Title**
- FANUC retains ownership of any service materials and spare parts supplied until full payment has been received. The Customer may not resell, pledge, or otherwise encumber any materials or spare parts that are subject to FANUC's retention of title.
- 9. Waiver**
- 9.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 9.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

10. Intellectual Property and Confidentiality

- 10.1 All intellectual property rights in reports, documentation, methodologies, assessment criteria, and related materials used or produced by FANUC remain the exclusive property of FANUC. No rights are transferred to the Customer except the limited right to use the report for internal purposes.
- 10.2 The Customer may use any results solely for internal operational planning and decision-making regarding the Product. Any commercial use, publication, or external distribution is prohibited without FANUC's prior written consent.
- 10.3 Both parties agree to maintain strict confidentiality regarding all business and technical information exchanged during the term of the contract. This obligation shall survive the termination of the contract. Each party shall ensure that its employees, agents, and subcontractors are bound by similar confidentiality obligations.

11. Data Protection

FANUC will process and store personal data in accordance with applicable data protection laws and regulations. The Customer consents to FANUC processing data necessary for the performance of the contract. FANUC will only transfer data to third parties if required for the fulfilment of the contract or if required by law. Further details regarding data processing are described in FANUC's privacy policy, which is available upon request.

12. Force Majeure

- 12.1 The expression "force majeure" shall mean any event of circumstances beyond the control of either party, including without prejudice to the generality of the foregoing, strikes, lock outs, trade disputes, accident to plant or machinery, shortage of any material, failure in whole or part of any power or energy supply, delays in or cancellations of deliveries or provision of services by third parties, riots, civil commotion, war national or international, emergency, destruction or damage due to natural forces, fire, flood, explosion, pandemic, epidemic and compliance with orders or requests of any national or local authority.
- 12.2 Except in relation to payment terms, neither party will be liable for breach of Contract if and to the extent that fulfilment of a term of these Conditions has been prevented, hindered or delayed by force majeure as defined in these Conditions, and in such event the time for fulfilment of such a term shall be extended for such a period as is reasonable in all the circumstances. It is understood between the parties that the contract may be terminated by either party if a force majeure event will last for six months or more, without such party being liable for damages to the other party by reason of such termination.

13. Remuneration

- 13.1 Remuneration for services shall be governed by the Service Agreement or the applicable price list referenced therein.
- 13.2 Unless otherwise agreed, billing shall be based on the actual time spent by FANUC personnel. Chargeable time includes preparation, connection time, analysis, troubleshooting, consultation, and documentation.
- 13.3 Any defined maximum duration per service or incident does not constitute a flat-rate fee but solely specifies the maximum permissible service time before escalation to an alternative service delivery (e.g., on-site service) may become necessary.
- 13.4 All prices are exclusive of statutory value added tax.

14. Governing Law and Jurisdiction

- 14.1 These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the relevant FANUC contracting entity is registered, excluding conflict-of-law principles and the United Nations Convention on Contracts for the International Sale of Goods. This choice of law ensures consistency with FANUC's corporate legal framework.
- 14.2 If any provision, or part of a provision, of these Conditions is found to be void or unenforceable, that provision, or part, shall be deemed to be deleted from this agreement. The remaining provisions of these Conditions shall continue in full force and effect, and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of these Conditions.
- 14.3 If any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. Miscellaneous

- 15.1 Any dispute arising out of or in connection with this contract shall be resolved by alternative dispute resolution methods such as mediation or arbitration before resorting to litigation.
- 15.2 Any amendments to these Terms and Conditions must be made in writing. FANUC reserves the right to modify these Terms and Conditions at any time. This will not affect Orders confirmed prior to any such modifications, with respect to which, however, FANUC has no obligation to provide prior notice to the Customer.