FANUC

Terms of Use for ZDT

These Terms of Use ("Terms") govern the use of FANUC Zero Downtime products and related services ("ZDT," as defined below). By clicking on the "Agree" button before commencing use of ZDT, or by otherwise using or accessing ZDT, the user acknowledges agreement to and understanding of these terms. ZDT may not be used or accessed without acceptance of these terms.

The right to use ZDT may be directly provided by FANUC Deutschland GmbH that sold ZDT to the Customer ("FANUC") to the user or may be provided through a third party with permission from FANUC. In the case where a third party purchases the right for a user to use ZDT, such third party shall ensure user is aware of and agrees to be bound to these terms, but regardless, agreement to these Terms shall serve as a pre-requisite for user's use of ZDT.

This agreement applies to these Terms and the other terms, policies, guidelines, and processes to which they refer (collectively, the "Agreement") including:

(i)   ZDT Privacy Policy;
(ii)   FANUC Data Collector Security Policy ;
(iii)   ZDT Acceptable Use Policy;
(iv)   ZDT Software License Agreement; and
(v)   other terms, guidelines, or procedures that are posted to the ZDT Web Portal or communicated through the use of ZDT.

If the Customer or User does not agree with any of these terms, then that Customer/ User should decline these Terms during the sign-up process or other methods made available to access ZDT. ZDT use is not allowed without acceptance of the Agreement.

1.   Definitions

1.1   "**Affiliate**" means a person/entity which controls, is controlled by or is under common control with the party.

1.2   **"Customer"** means the legal entity that is the end user of ZDT.

1.3   "**Device**" means a specific device that is provided by FANUC, or a supplier separately designated by FANUC, or that is otherwise purchased, owned, or operated by Customer, that is used in order to run ZDT and which operates together with ZDT.

1.4   "**Documentation**" means ZDT usage guides, manuals, policies, product description pages, and related documents, which FANUC publishes and/or provides from time to time.

1.5   "**Fees**" means consideration for the right to use ZDT purchased by Customer from FANUC, Integrator or Distributor.

1.6   **"Proposal"** means FANUC's written document describing the ZDT Services and Fees.

1.7   **"User"** means the individual Customer employee using ZDT.

1.8   "**User Data**" means data and information that is produced, collected, processed, analyzed, transmitted, and/or reported by User or User's representative that is not ZDT Data.

1.9   **"ZDT"** means ZDT Data, ZDT Services, ZDT Software, ZDT Web Portal and Documentation.

1.10   **"ZDT Data"** means data and information produced, collected, processed, analyzed, transmitted, and/or reported by ZDT Software, ZDT Web Portal, and ZDT Services.

1.11   **"ZDT Services"** means the service offering described in FANUC's Proposal and/or Documentation.

1.12   **"ZDT Software"** means the software that FANUC provides to the Customer that allows use of the ZDT Services.

1.13   **"ZDT Web Portal"** means the website that Customer may access to see the ZDT Services.

2.   Use of ZDT

2.1 Under the conditions that Customer complies with these Terms and the Fees have been received by FANUC, FANUC shall grant Customer, during the effective period of these Terms, non-assignable, non-sub-licensable and non-exclusive rights to use ZDT as specified in FANUC's Proposal and/or Documentation. Customer may use ZDT only on the Device and may not duplicate ZDT other than for backup purposes. Any rights pertaining to ZDT shall not be sold. Any intellectual property rights and other rights pertaining to ZDT provided by FANUC to Customer shall not be transferred to Customer, and only the above-stated right to use shall be given to Customer.

2.2 Unless separately agreed with FANUC, when using the ZDT Software, Customer is required to prepare, at its expense and responsibility, a Device that satisfies the necessary compatibility requirements. The operation of the ZDT Software may be affected by such operating environment.

2.3 Unless FANUC agrees on an individual basis, Customers shall be limited to legal entities, and Users that use ZDT shall be either: (a) Customer's officers or employees (for purposes of this Agreement, this shall include Customer contractors who are assigned the same domain name); or (b) officers or employees of Affiliates or entrustees to which FANUC separately and expressly agrees in writing. Customer is obliged to cause User to comply with these Terms and the Documentation, and shall bear any and all responsibilities for User's breach of any of the foregoing as if it were Customer's own breach.

2.4 While FANUC may confirm Customer's usage status on ZDT for purposes such as confirming whether such Customer complies with these Terms and the Documentation, FANUC is under no obligation to Customer to take hold of or manage the usage status of Customer on ZDT.

3.   Payment of Consideration

3.1 Upon use of ZDT, Customer shall pay Fees to FANUC, or to a third party such as an Integrator or Distributor from whom Customer has directly purchased the right to use ZDT. Unless otherwise set forth in these Terms or other documents, the payment obligations for Fees are irrevocable and no refund shall be made for Fees that have already been paid.

3.2 Fees do not include any additional amounts of any kind in any way whatsoever, such as taxes and other public charges, customs duties or any item similar thereto. Customer shall be responsible for paying any and all taxes arising in connection with the Fees that Customer pays in accordance with these Terms and related documents, including local taxes only imposed in Customer's place of residence. In the case where FANUC bears legal obligations to pay or collect taxes, etc. to which Customer is responsible in accordance with this Paragraph, such amount shall be invoiced to Customer and Customer shall pay such amount; provided, however, that the foregoing shall not apply if Customer submits a valid tax exemption certificate approved by the appropriate tax authorities. FANUC shall be responsible only for taxes imposed on FANUC in respect of FANUC's revenue, assets and employees.

3.3 If Customer delays in its payment of any Fees, FANUC may require Customer to pay a late payment charge thereon at the rate of the lesser of (i) one and one half percent (1.5%) per month or part thereof; or (ii) the highest rate allowed by law.

4.   Account Settings

4.1 In order to use ZDT, Customer must set up User's ID and password ("**Account**") by using the separately designated method. When Customer registers information concerning User upon use of ZDT, Customer must provide true, accurate and complete information, and if there is any change in the registered matters, Customer shall provide notice without delay concerning such changed matters by

using the separately designated method.

4.2 Customer shall properly manage and store the Account at its own responsibility and must not cause any person to use any User Account except for such person's own User Account or to lease, assign, transfer, sell, purchase, etc. any User Account. Customer shall be responsible for any damage arising due to inadequate management, misuse or a third party's use of the Account, and FANUC shall bear no responsibility in any way whatsoever thereof.

4.3 If Customer fails to properly maintain its own Account, FANUC may, without providing prior notice to Customer, suspend or delete Customer's Account, and take any and all measures that FANUC deems necessary to prevent unauthorized use of the Account, including suspension of Customer's use of ZDT. In such case, no refund shall be made at all on the Fees for ZDT that have been received by FANUC from Customer in accordance with these Terms.

5. Use of User Data

5.1 Customer agrees that User Data will be stored in ZDT in association with the use of ZDT. In addition, Customer agrees that FANUC may access and use the User Data: (i) for the purpose of operation, maintenance, preservation and improvement of ZDT; (ii) upon request from Customer; or (iii) upon Customer's separate agreement. Customer has the right to recall the data usage by sending an email to: dataprotection@fanuc.eu.

5.2 The Customer warrants to FANUC that they have the right to transmit, receive or store the User Data by using ZDT.

Additionally, the Customer warrants that all Personal Data will only be used in compliance with all applicable GDPR regulations..

6. Support

Customer may receive maintenance service if Customer conclude the contract separately. Terms and conditions of maintenance service shall be specified separately.

7. Ownership of Rights

7.1 FANUC grants Customer a limited right to use ZDT for the period defined in Section 19. FANUC and its licensors and suppliers own all intellectual property rights related to ZDT, including without limitation any content, graphics, audiovisual files, processes and code, and all upgrades, updates, corrections, and enhancements thereto and all copyrights and other intellectual property related thereto, and FANUC and its licensors and suppliers retain all right, title and interest in and to such intellectual property.

7.2 Unless otherwise expressly specified in these Terms, or unless otherwise agreed between the Parties, in no event do these Terms transfer, assign or grant a license to Customer with respect to any and all rights, including ownership and intellectual property rights, of FANUC and FANUC's licensors.

7.3 "ZDT" is a trademark whose rights are held by FANUC. Customer agrees that no rights or right to use the same shall be given with regard to such trademark and any and all other marks relating to ZDT.

8. Prohibited Acts

In addition to the acts individually stipulated in these Terms and other documents, Customer must follow the ZDT Acceptable Use Policy and must not engage in any of the following:

(1)	Any act of using ZDT beyond the scope permitted by these Terms, the Documentation, or

applicable laws and regulations;

(2) Any act of using ZDT by using any methods other than the interface or procedures as provided by FANUC;

(3) Any act of using ZDT by avoiding technical restrictions or any act of analyzing, including reverse engineering, decompiling and reverse assembling;

(4) Any act of imitating, duplicating (other than for backup purposes), altering, selling, re-distributing, renting, leasing or loaning all or part of ZDT;

(5) Unless otherwise set forth in these Terms, any act of causing a third party to use ZDT or publicizing ZDT so as to enable a third party to make a duplication thereof;

(6) Any act of infringing upon FANUC's or a third party's intellectual property rights, likeness rights, privacy rights, honor or other legal or contractual rights or interests;

(7) Any act of storing or transmitting a code, file, script, agent or program whose purpose is causing damage (e.g., viruses, worms, time-bombs, Trojans);

(8) Any act of causing prevention or obstruction of the completeness or functionality of ZDT or any third party's data contained in ZDT;

(9) Any act of providing a third party with a service of providing and/or supporting ZDT for commercial purposes without FANUC's permission;

(10) Any act of providing a third party with goods relating to ZDT for commercial purposes without FANUC's permission;

(11) Any act of inducement or facilitation, directly or indirectly, of any act specified in each of the preceding items; or

(12) Any act that FANUC otherwise deems inappropriate.

9. Suspension of ZDT

9.1 FANUC may suspend or discontinue the provision of all or part of ZDT, or may restrict the use thereof, without providing prior notice to Customer, if any of the following circumstances apply:

(1) Inspection or maintenance work is being conducted pertaining to ZDT;

(2) Computers, communication lines, etc. are suspended due to reasons such as accident, unauthorized use or transmission of large-volume data;

(3) Operation of ZDT becomes unavailable due to any event beyond FANUC's reasonable control, such as earthquake, lightning, storm and flood damage, power outage and natural disaster; or

(4) In addition to the above, if FANUC deems such suspension or discontinuation to be necessary.

9.2 FANUC shall not be responsible, in any way whatsoever, for any damage incurred by Customer due to measures taken by FANUC in accordance with this Article.

10. Updates of ZDT

Except for the limited rights expressly granted under these Terms, FANUC and its licensors reserve all rights and interests in relation to ZDT. FANUC may update or change ZDT ("**Updates**") at any time, without providing notice to Customer. In the case where Updates of ZDT have been made, while it is left up to Customer's choice as to whether or not to use ZDT after such Updates, there is a possibility that the scope of support for ZDT before the Updates will be reduced over time. In addition, these Terms shall apply to ZDT after Updates.

11. Privacy Policy

11.1 FANUC respects the privacy of Customers and properly handles the private and personal information of Customers pursuant to FANUC's Privacy Policy.

11.2 With regard to third party software and hardware, the privacy policy, etc. set forth by the third party that provides such items shall apply, and Customers are therefore advised to confirm such privacy policy, etc.

12. Security

12.1 Pursuant to the Documentation, FANUC takes protective measures with due consideration for the security of ZDT and the User Data. In addition, FANUC and Customer must follow the FANUC Data Collector Security Policy. Nonetheless, with regard to ZDT, Customer agrees that FANUC does not warrant protection against destruction of data, etc., viruses, hacking or other security risks, and Customer further agrees that FANUC will bear no responsibility arising therefrom in any way whatsoever.

12.2 If the government agency requests access to ZDT Data or User Data, FANUC shall notify Customer.

13. Use of Feedback

Customer shall grant a world-wide, perpetual, irrevocable, free of charge license that enables FANUC to use and to incorporate into ZDT all proposals, requests for improvement, recommendations, modifications or other feedback which are provided by Customer and Users.

14. Customer's Responsibility

14.1 Customer shall use ZDT at its own responsibility, and shall be responsible for any and all acts conducted on ZDT, as well as any and all results thereof.

14.2 In the case where FANUC acknowledges that Customer is using ZDT in breach of these Terms or the Documentation, FANUC shall take such measures as FANUC deems necessary and appropriate, including suspending Customer's use of ZDT.

14.3 If FANUC incurs, directly or indirectly, any damage (including bearing attorneys' fees) arising from Customer's use of ZDT, Customer must immediately provide compensation therefor pursuant to FANUC's demand.

14.4 Customer represents, warrants and promises the following to FANUC:
(1) Customer agrees to and has the authority to fully perform its obligations under these Terms;
(2) Customer will use ZDT in compliance with all applicable laws and regulations, governmental regulations and the Documentation;
(3) Customer will not falsify or avoid security functions incorporated into ZDT and will not duplicate (other than for backup purposes), transmit, reproduce, or alter, etc. ZDT;
(4) With regard to the User Data to be transmitted on ZDT: (i) Customer has legitimate rights to transmit the User Data by itself; (ii) the transmitted User Data does not infringe upon any third party's rights or interests; (iii) the content of the transmitted User Data is not inappropriate, offensive, illegal, wrongful or harmful; and (vi) the act of transmitting the User Data does not constitute spamming;
(5) Customer will exert commercially reasonable efforts to prevent unauthorized access or use of ZDT, and if Customer finds any unauthorized access or use, it will promptly notify FANUC to that effect; and
(6) Customer complies with the usage conditions for any third party hardware or software that is used along with ZDT.

15.

To the maximum extent permitted by the law, in addition to those specified above, ZDT shall be provided on an "as is" and "as available" basis, and FANUC and its licensors do not make any express or implied warranty in any way whatsoever, including any warranty that ZDT will be continuously provided without defect, any warranty regarding operation, performance, or availability, any warranty regarding the suitability, availability, accuracy, reliability, completeness, or timeliness of

any data provided or contained within ZDT, any warranty that ZDT will work properly on the Device, any warranty that ZDT will be free from loss, interruption, corruption, attack, viruses, interference, hacking, or other security intrusion, or any warranty of merchantability, fitness for particular purpose and non-existence of infringement in respect of ZDT.

16. Limitation of Liability

16.1   Due to the specificity of the Software (which has an informative nature only), FANUC shall not be liable, in any way whatsoever, to provide compensation for damage incurred by Customer in relation to: (i) the discontinuation, suspension, termination, unavailability or change to FANUC's provision of ZDT; (ii) Customer's use of ZDT; or (iii) other damage relating to ZDT ("**Customer's Damage**").

16.2   Even when FANUC is liable to Customer, FANUC shall not be liable to provide compensation for Customer's Damage beyond the amount of consideration that Customer has paid as consideration for ZDT during the past twelve (12) months. In any case, the liability should not exceed a maximum amount of €100,000.00. In addition, FANUC shall not be liable to provide compensation for consequential, incidental, indirect, special or future damage arising from Customer's use of ZDT, regardless of FANUC's recognition or foreseeability thereof. In particular, FANUC shall not be liable, in any way whatsoever, to provide compensation for any damage relating to the following that arises from Customer's use of ZDT:

(1) Lost profit;
(2) Damage or loss of the User Data or Customer's or a third party's data;
(3) Failure or damage of Customer's or a third party's equipment or products;
(4) Indemnification or compensation by Customer to its client;
(5) Product liability of Customer's or a third party's products; and
(6) Recall of Customer's or a third party's products.

The limitation of liability does not apply in the case of intend, gross negligence, injury to life, body, health, liability under the Product Liability Act, the violation of essential contractual obligations or any other legally mandatory liability.

16.3   FANUC shall not be liable, in any way whatsoever, for any transaction, communication or dispute, etc. which may arise between Customer and another Customer or between Customer and a third party in connection with ZDT.

16.4   FANUC provides no warranty as to the accuracy, completeness, and the like, of the information provided by ZDT (including information from Customer). FANUC shall not be liable in any way whatsoever, even if Customer or a third party incurs any damage arising from such information.

16.5   This Section 16 provides Customer' exclusive remedy for any infringement claims or damages.

17. Export Control

17.1   The Customer agrees that any sale of goods, software, technology and services supplied by FANUC ("FANUC items") requires compliance with all applicable laws, regulations and rules on the trade of military and dual-use items as well as economic and financial sanctions, including those enacted or adopted by Japan, the United States, the European Union or its Member States and the country in which FEC' selling office is registered ("Export Control Laws").

17.2   The Customer agrees that any sale or supply of FANUC items shall at all times be subject to the applicable Export Control Laws including those of the country from which the items may be re-exported by the Customer. The Customer agrees that it has established procedures and controls

to ensure compliance with Export Control Laws.

17.3   The Customer agrees that FANUC items must not be used for the development, production, use or stockpiling of weapons of mass destruction, including but not limited to, nuclear, biological or chemical weapons, missiles or drones. In addition, FANUC's policy also restricts the sale or supply of its items to military or conventional weapons end-use / end-user unless explicitly authorized by FANUC.

17.4   The Customer agrees that, when integrating FANUC items as a component of its product, it has the responsibility to act in compliance with and classify the product based on the applicable Export Control Laws including the country from which the product will be exported. No additional rights beyond the explicitly granted rights as per these Terms in particular beyond the Territory are granted to the Customer by this Section **Error! Reference source not found.**.

17.5   If FANUC incurs, directly or indirectly, any actual or potential liability or damages (including bearing attorneys' fees) arising from Customer's breach of this Section **Error! Reference source not found.** and Customer culpably causes liability or damages, Customer must immediately provide compensation therefore pursuant to FEC' demand.

17.6   FANUC's liability to the Customer on account of any loss or damage resulting from any delay or failure to perform all or part of its obligations, if such delay or failure is directly or indirectly due to the entry into force of Export Control Laws or any request of the authorities shall be limited in accordance with Section **Error! Reference source not found.**.

17.7   In case of a breach of this Section **Error! Reference source not found.** by Customer, FEC' obligations are suspended to the extent and for the time that is necessary to comply with Export Control Laws. In the event that the suspension lasts for a period longer than six (6) months, either FANUC or the Customer may terminate this Agreement without notice period. Section 19.4 shall apply mutatis mutandis.

18.   Confidentiality
Unless otherwise set forth in these Terms or any other document, during the applicable period of these Terms, the person/entity to whom Confidential Information (as defined below) has been disclosed hereunder (the "**Receiving Party**") shall keep such Confidential Information strictly confidential, shall not use such Confidential Information beyond the scope necessary for the performance hereof, and shall not disclose any Confidential Information to any third party without the prior written approval of the party which disclosed the same (the "**Disclosing Party**"); provided, however, that FANUC may, without Customer's prior written approval, disclose Confidential Information to a third party to the extent necessary for the performance hereof on the condition that FANUC causes such third party to assume confidentiality obligations equivalent to those under this Article. "**Confidential Information**" means information which is designated by the Disclosing Party as confidential or which should be handled as confidential under the circumstance of the disclosure. In addition, Confidential Information of each party shall include the conditions of these Terms; provided, however, that Confidential Information does not include: (i) information that was already known to the Receiving Party at the time of the disclosure; (ii) information that the Receiving Party came to know without violating these Terms or any of its other confidentiality obligations to the Disclosing Party; (iii) information that has been duly disclosed from a third party without owing a duty of confidentiality; and (iv) information independently developed without breach of these Terms. If

Customer entertains any doubt as to whether a particular information item constitutes FANUC's Confidential Information, Customer shall confirm the confidentiality thereof with FANUC. Although this Article does not prohibit either party from responding to legal requests from an investigative authority, administrative organization or judicial body, it requires that prior notice be given to and discussion be made with the Disclosing Party with regard to the method of disclosing the same. Upon the termination of these Terms or upon FANUC's request, Customer shall dispose of or return any and all Confidential Information received from FANUC, and shall notify FANUC of the same. The confidentiality obligations, as they relate to Disclosing Party's trade secrets, shall survive for as long as such Confidential Information remains a trade secret under applicable law.

19. Effective Period and Termination

19.1 These Terms shall remain effective until the expiration of the period separately set forth in writing (including electronic writing) with Customer (the "**Initial Period**"), or the termination of the application hereof due to any reason stipulated herein.

19.2 Unless either FANUC or such Customer expresses its written intention to the other party to refuse renewal of the agreement by no later than three (3) months prior to the expiration of the period hereof, these Terms shall be automatically renewed for an additional period of one (1) year, with the same to apply thereafter. In the case of such renewal, such Customer shall be deemed to have re-purchased the right to use ZDT for the additional period of one (1) year after such renewal, and Customer shall pay FANUC consideration for such right to use (i.e., Fees) pursuant to these Terms.

19.3 Customer and FANUC may terminate these Terms at any time, even without cause. It is to be noted that in no event shall any refund be made for Fees that have already been paid.

19.4 If Customer breaches these Terms, FANUC may immediately terminate these Terms. In such case, FANUC may terminate Customer's access to ZDT without providing notice or refund to Customer.

19.5 Customer will lose its right to use ZDT upon the termination of these Terms. In the case where these Terms are terminated, Customer must promptly delete or dispose of ZDT and any reproductions thereof from the Device.

Anti-corruption, Money Laundry, etc.

19.6 Each party represents and warrants that, both at present and in the future, neither it nor any of its representatives, officers, persons who substantially hold management rights, employees, agents or intermediaries (the "**Related Parties**") is or will fall under an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a company related to an organized crime group, a corporate racketeer, etc., a rogue advocating a social movement, a rogue advocating a political movement, a special intelligence criminal organization, those who have a close relationship (including, without limitation, through the act of providing funds or other benefits) with any of the foregoing, or any person equivalent to any of the foregoing.

19.7 Each party promises that neither it nor any of its Related Parties will, directly or indirectly, engage in: (i) any act of violent demand; (ii) any act of unjust demand beyond a legal responsibility; (iii) any act of using intimidating words and actions (including, without limitation, any act of informing that it or any of its Related Parties constitutes any of the persons set forth in the preceding Paragraph) or act of using violence; (iv) any act of damaging the other party's reputation or interfering with the other party's business by spreading rumors or using fraudulent means or force; or (v) any act equivalent to any of the foregoing.

19.8 If it is found that the other party is in breach of any of the representations, warranties or promises set forth in the preceding two (2) Paragraphs, the non-breaching party may terminate these Terms without the need to provide any notice.

19.9 If the non-breaching party terminates these Terms pursuant to the provision of the preceding Paragraph, such non-breaching party will not be liable to indemnify any damage, loss or expenses incurred by the other party due to such termination.

20. Method of Notice

Notices given by FANUC to Customer under these Terms by reasonable means may, in principle, be posted on the ZDT Web Portal; provided, however, that individual written notice, including emails, shall not be precluded. Any inquiries concerning ZDT or any other communications or notifications from Customer to FANUC shall be conducted by using the method separately designated by FANUC.

21. Governing Law and Jurisdiction

21.1 These Terms shall be governed in accordance with the laws of the country where FANUC that sold ZDT to the Customer is located. Court of jurisdiction shall be the country where FANUC that sold ZDT to the Customer is located. In addition, the Parties agree to preclude the application of the United Nations Convention on Contracts for the International Sale of Goods, even in the case where any goods are sold or purchased within ZDT.

21.2 FANUC may seek, in any jurisdiction, procedures to claim provisional disposition or any urgent legal protection of the same or similar kind.

22. Possibility of Assignment

FANUC may, at any time, assign, lend, entrust, transfer or provide as collateral to any third party its status or all or any part of its rights and obligations under these Terms. Customer shall not assign, lend, entrust, transfer or provide as collateral to any third party all or any part of its rights and obligations under these Terms, without obtaining FANUC's prior written consent. In addition, pursuant to this Paragraph, if Customer transfers the rights and obligations under these Terms to any third party by obtaining FANUC's prior written consent, Customer shall cause such third party to consent to and comply with these Terms as well as all contracts and conditions concerning the use of ZDT as set forth by FANUC.

23. Waiver of Rights

The waiver by either of the Parties of the exercise of its rights against a default shall not be deemed to constitute a waiver of such party's rights over any prior or subsequent default in relation to the same provision or other provisions of these Terms.

24. Severability

If any condition, term or provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the effectiveness and operation of any of the remaining conditions, terms or provisions, and such invalid or unenforceable condition, term or provision shall be considered to be severable from these Terms.

25. Modification to These Terms

FANUC may modify the contents of these Terms at its own discretion. In such case, FANUC shall notify Customer of the details of such modification by reasonable means, including posting the same on FANUC's website. Customer is advised to confirm the latest version of these Terms from time to time

as Customer is deemed to have agreed to the modified Terms by accessing and using ZDT after a modification has been made.

26.   Entire Agreement

These Terms, and the other documents set forth herein, set forth the entire agreement and understanding between the Parties with respect to these Terms, and supersede and replace all agreements, understanding, intentions, etc., established prior to these Terms, regardless of whether oral or in writing.

27.   Survival

Articles 7 (Ownership of Rights), 13 (Use of Feedback), 14 (Customer's Responsibility), 16 (Limitation of Liability), 17 (Export Control), 18 (Confidentiality), 19.4, 22 through 25 and 27 through 29, as well as Articles which are to remain in force due to their nature, shall remain in full force and effect even after the termination or expiration of these Terms.

28.   Third Party Software

Some of the ZDT Software may use or contain third party software or other copyrighted works, including open source software. Confirmation, license terms and matters concerning limitation of liability with respect to such copyrighted works are described in electronic documents contained in the ZDT Software, and each of such terms shall apply to Customer's use of the said copyrighted works.

29.   Contractual Terms Regarding "Switching"

The contractual terms regarding the "switching" of ZDT under the EU Data Act are as set forth in the Appendix "Data Processing Service Addendum."

FANUC

Appendix

Data Processing Service Addendum

This Data Processing Service Addendum (the "**Addendum**") sets out additional provisions applicable to the data processing services (the "**ZDT**") provided by us pursuant to Regulation (EU) 2023/2854 (the "**EU Data Act**"). This Addendum forms an integral part of the Terms or Policies (the "**Terms or Policies**") already entered into between us and the Customer of the ZDT (the "**Customer**") and shall be binding in the same manner as the other provisions of the Terms or Policies. This Addendum shall become legally binding on the effective date notified by us to the Customer, or on the date on which the Customer uses the ZDT following such notification, whichever occurs earlier.

1. **Definitions**
   The definitions used in and applicable to this Addendum and any other documents forming part thereof shall have the meanings set out below:
   (1) **Data** as defined in Article 2(1) Data Act. For easy reference: any digital representation of acts, facts or information and any compilation of such acts, facts, or information, including in the form of sound, visual or audio-visual recording.
   (2) **Data Processing Service** as defined in Article 2(8) Data Act. For easy reference: a digital service that is provided to a Customer and that enables ubiquitous and on-demand network access to a shared pool of configurable, scalable and elastic computing resources of a centralised, distributed or highly distributed nature that can be rapidly provisioned and released with minimal management effort or our interaction.
   (3) **Destination Provider** as mentioned in Article 2(34) Data Act, means the Destination Provider of data processing services, whereby the Customer changes from using the Data Processing Services from us to using another data processing service of the Same Service Type, or other service, offered by such different provider of data processing services, or to an On-Premises ICT Infrastructure, including through extracting, transforming and uploading the data.
   (4) **Digital Assets** defined in Article 2(32) Data Act. For easy reference: elements in digital form, including applications, for which the Customer has the right of use, independently from the contractual relationship with the Data Processing Service it intends to switch from.
   (5) **Exportable Data** as defined in Article 2(38) Data Act. For easy reference: the input and output data, including metadata, directly or indirectly generated, or cogenerated, by the Customer's use of the Data Processing Service, excluding any assets or data protected by intellectual property rights, or constituting a trade secret, of us or third parties.
   (6) **Maximum Notice Period** as defined in Article 25(2)(d) Data Act, the notice period, not exceeding 2 months, for the initiation of the Switching process. For the purposes of this Addendum, the agreed Maximum Notice Period shall be two [(2) months].
   (7) **Mandatory Maximum Transitional Period** as defined in Article 25(2)(a) Data Act, the transitional period, not exceeding 30 calendar days, for the Switching process. For the purposes of this Addendum, the agreed Mandatory Maximum Transitional Period shall be [30 calendar days].
   (8) **Minimum Period of Data Retrieval** as defined in Article 25(2)(g) Data Act, the minimum period of 30 calendar days for data retrieval, commencing after the end of the transitional period. For the purposes of this Addendum, the agreed Minimum Period of Data Retrieval shall be [30 calendar days].
   (9) **Non-Personal Data** as defined in Article 2(4) Data Act. For easy reference: data other than Personal Data.
   (10) **On-Premises ICT Infrastructure** as defined in Article 2(33) Data Act. For easy reference): ICT infrastructure and computing resources owned, rented, or leased by the Customer, located in the data centre of the Customer itself and operated by the Customer or by a third-party.
   (11) **Personal Data** as defined in Article 4, point (1), of Regulation (EU) 2016/679 (General Data Protection Regulation ("**GDPR**")).

(12) **Same Service Type** as defined in Article 2(9) Data Act. For easy reference: being a set of Data Processing Services that share the same primary objective, data processing service model and main functionalities.

(13) **Service Fee** means the fees due and owed by Customer to us as consideration for the provision of ZDT as agreed between the Parties under the Terms or Policies.

(14) **Switching** as defined in Article 2(34) Data Act. For easy reference : the process involving us as the Source Provider, a Customer of a data processing services and, where relevant, a Destination Provider of data processing services, whereby the Customer of a data processing service changes from using one data processing service to using another data processing service of the Same Service Type, or other service, offered by a different provider of data processing services, or to an On-Premises ICT Infrastructure, including through extracting, transforming and uploading the data.

(15) **Switching Charges** as defined in Article 2(36) Data Act. For easy reference: charges, other than standard Service Fees or early termination penalties, imposed by us on the Customer for the actions mandated by the Data Act for Switching to the system of a different provider or to On-Premises ICT Infrastructure, including data egress charges.

2. Information

The information regarding the ZDT required under the EU Data Act is as follows:

(1) An exhaustive specification of the types of Exportable Data and Digital Assets
The following categories of data generated using the connected products and related services are considered exportable under the EU Data Act:

- **General System Attributes**
  Includes configuration parameters, software versioning, network identifiers, and other technical metadata related to the robot controller.
- **Mechanical Health Monitoring**
  Includes raw and processed data related to mechanical diagnostics, including Reducer Health, Axis Odometer readings, CR Force Sensor Check, Brake Check, Job Data, Servo Off records and Servo Off details
- **System Information**
  Includes system-level data such as Alarm Logs, Controller Memory, Memory Backup Battery, Pulse coder Battery, DCS Change, Running Status, Robot utilization, Program Change, Variable Change, Cycle Status, Dropped Part, and Gripper Timing
- **Process Health Metrics**
  Includes raw or processed data for process-specific diagnostics, including Servo Gun Pressure, Servo Gun Friction, Servo Gun Diagnostic, Servo Tip Dress, Arc Weld, and Vision Find Time
- **Paint Process Diagnostics**
  Includes raw or processed data for paint system monitoring, including Paint Canister Torque Check, Paint Canister Overfill Check, Paint Canister Fill Rate Check, Paint E-stats Cable Check, Paint Process Regulator Monitor, Paint Rail Torque Check, and P-700 J1 Backlash Check
- **Maintenance Tracking**
  Includes raw or processed data for Maintenance Items, and Remaining Maintenance Time

(2) An exhaustive specification of categories of Data specific to the internal functioning of our Data Processing Service that will be exempted from the obligation to export data where there is a risk of breach of our trade secrets.
The following types of data are excluded from exportability:

- **Select Analytic Outputs**
  This includes certain processed or enriched datasets, such as predictive models or aggregated insights, that are generated through proprietary algorithms and are not directly captured from user interactions or device operations.
- **Proprietary and Confidential Information:**
  Data that may reveal intellectual property, trade secrets, or business-sensitive methodologies, including algorithmic logic or system design elements.
- **Security and Integrity Data:**
  Information collected solely for the purposes of cybersecurity, fraud prevention, or

maintaining the operational integrity of the system, such as intrusion detection logs or internal diagnostic telemetry.

3. Switching

(1) Upon request by the Customer, FANUC shall assist in the Switching of the data processing services and the transfer of Exportable Data and Digital Assets, without undue delay and in any event within the Mandatory Maximum Transitional Period commencing after the expiry of the Maximum Notice Period.

(2) FANUC shall support the Customer in planning the Switching related to the ZDT and provide the relevant information necessary for that purpose.

4. Initiation of the Switching process

After the expiry of the Maximum Notice Period, the Customer may notify us of its intention to do any of the following:

(1) to switch to a different Destination Provider. In this case the Customer should provide necessary details of the Destination Provider.

(2) to switch to an On-Premises ICT Infrastructure of the Customer; or

(3) not to switch but only erase its Exportable Data and Digital Assets.

5. Alternative or Extension of the Transitional Period

(1) When the Provider cannot respect the agreed Mandatory Maximum Transitional Period because this is not technically feasible, FANUC undertake to:

    (a) notify in writing including by adequate electronic means, the Customer within 14 working days after receiving the notice for Switching.

    (b) indicate an alternative Transitional Period, which must not exceed seven (7) months from the date of the Customer's Switching notice; and

    (c) give proper justification for the technical unfeasibility.

(2) The Customer may extend the Transitional Period once, for a period it considers more appropriate for its own purposes.

6. Obligations of us during the Switching process

Throughout the entire Switching process, FANUC must do the following to ensure that the Customer can complete the Switching within the Mandatory Maximum Transitional Period:

(1) Provide reasonable assistance to the Customer and third parties authorised by the Customer.

(2) Act with due care to maintain business continuity and continue to provide the functions or services under the Terms or Policies.

(3) Provide clear information concerning known risks to continuity in the provision of the functions or services under the Terms or Policies.

(4) Maintain a high level of security throughout the Switching process, in particular for the security of the data during their transfer.

7. Data retrieval and erasure of data

(1) The Customer could retrieve its data during the Minimum Period of Data Retrieval.

(2) At the end of the agreed Minimum Period of Data Retrieval, and if the Switching process has been completed successfully, FANUC undertake to erase all Exportable Data and Digital Assets generated by the Customer or related to the Customer directly.

8. Switching Charges

FANUC shall not impose any Switching Charges on the Customer for the Switching.

9. Termination of the Switching process

(1) Where the Switching process has been successfully completed, FANUC undertake to notify the Customer that the agreement relating to the ZDT shall be deemed terminated.

(2) Where the Customer chooses not to switch but to erase its Exportable Data and Digital Assets, then at the end of the Maximum Notice Period, FANUC undertake to notify the Customer that the agreement relating to the ZDT shall be deemed terminated.

10. Response to Government Access Requests

FANUC shall take all reasonable technical, organizational, and legal measures to prevent access to, or transfers of, data requested by international or third-country governments or governmental authorities, where such access or transfers would conflict with EU law or EU Member State law.

11. Precedence and Interpretation

(1) In the event of any inconsistency between this Addendum and the Terms or Policies, the provisions of this Addendum shall prevail.

(2) The Terms or Policies shall be interpreted in accordance with the EU Data Act. Any provisions of the Terms or Policies that conflict with the rights and obligations under the EU Data Act shall be invalid.

(3) Any provisions of the Terms or Policies that conflict with the rights and obligations under the EU Data Act shall be invalid only to the extent of such invalidity, without invalidating the remaining provisions. In particular, contractual terms deemed unfair under Article 13 of the EU Data Act shall be invalid only to the extent of such invalidity, without invalidating the remaining provisions.