

Country Specific Terms for Germany

These additional terms and conditions shall be considered Country-Specific Terms pursuant to the ATS Digital Terms. They set out the additional requirements for Order Forms entered into under the ATS Digital Terms and any potential Product-Specific Terms, to the extent that the laws of the Federal Republic of Germany govern such agreement or Order Form.

The ATS Digital Terms are amended as follows:

Section 8 is replaced by the following:

- 8.1 The entire, aggregate liability of ATS related in any way to this Agreement is limited as follows: (i) for liability arising from an Offering provided for a Subscription Term, the fees paid to ATS for that Offering during the 12-month period immediately preceding the first event giving rise to the claim, or (ii) in all other cases, the fees paid to ATS for that Offering. The foregoing cap applies in the aggregate to all claims and not per incident. The foregoing limitation does not apply to ATS' indemnity obligation in Section 9.
- 8.2 In no event will ATS be liable for (i) any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or data, interruption of operations, or lost revenue or profits, even if such damages were foreseeable, or (ii) any No- Charge Offerings or Previews.
- 8.3 ATS will not be liable for any claim in connection with this Agreement if such claim is brought more than two years after the first event giving rise to such claim is or should have been discovered by Customer.
- 8.4 The foregoing limitations and exclusions apply (i) to the benefit of ATS and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.
- 8.5 The strict liability for initial defects (*anfängliche Mängel*) under section 536a I of the German Civil Code does not apply, except under the circumstances mentioned in section 8.6 below.
- 8.6 The foregoing limitations and exclusions will not apply a.) to of any case of injury to life, limb or health at least negligently caused by ATS, or b.) to the extent of any wilful misconduct on ATS' part or c.) for cases where ATS has fraudulently concealed a defect, or d.) for claims under the Product Liability Act., or e) to the extent that liability cannot be limited or excluded according to applicable law.

Updates to the Agreement. ATS reserves the right to modify these Country Specific Terms for Germany at any time. Any changes will be effective immediately upon ATS notifying the Customer of any changes via email or through the Offering and posting a new version at its website located at <https://terms.atsautomation.com/>. Continued use of the Offerings after such notification shall constitute Customer's consent to the changes. A new Country Specific Terms for Germany version shall be effective on the latter of the date posted or the date after which reasonable notice has been provided. Any new version shall supersede any previous versions.