

TERMS OF USE FOR AI SYSTEMS AND THE PROTECTION OF CONTENT

1. Preamble

1.1. Sprecher Automation is a manufacturer and supplier of products and solutions for power supply and process automation in the critical infrastructure and industrial sectors.

1.2. Sprecher Automation sees itself as an innovative company that actively promotes the use of modern technologies and seeks to harness their potential in connection with its products.

1.3. At the same time, the protection of intellectual property, trade secrets and technical and commercial know-how is of central importance to Sprecher Automation.

1.4. Against this background, the following provisions govern the permissible use of AI systems and the protective measures to be observed in this regard.

2. Validity by virtue of use

2.1. The use of content provided by Sprecher Automation via AI systems is permitted exclusively subject to these Terms of Use.

2.2. Where a contractual relationship exists between Sprecher Automation and the user, the following Terms of Use shall be deemed to have been agreed as binding in addition to the other contractual arrangements.

2.3. Irrespective of the existence of a contractual relationship, by using the content provided by Sprecher Automation via AI systems, the user accepts these Terms of Use as binding and undertakes to comply with them.

3. Principle of permissible AI use

3.1. The user is entitled to use AI-supported systems in connection with the content provided (e.g. product manuals), provided that these are used exclusively for their intended purpose.

3.2. The use of AI systems is permitted provided that

- are operated exclusively locally or
- do not transmit any data to third parties or grant them access to the processed content.

3.3. The user must ensure, through appropriate technical and organisational measures, that any transfer, disclosure or other making available of the content to third parties is prevented.

4. Prohibition of use for training and analysis purposes

4.1. The use of the content provided for the development, training, further development or improvement of AI systems is not permitted.

4.2. This also applies to

- indirect training processes (e.g. feedback systems, reinforcement learning),
- fine-tuning of existing models, and
- any form of derivation of models, parameters or data structures.

5. Protection of intellectual property and know-how

5.1. All rights to the content provided remain exclusively with Sprecher Automation or the respective rights holders.

5.2. The use of AI systems must not result in the disclosure, extraction or reproduction of intellectual property, trade secrets or other know-how belonging to Sprecher Automation.

5.3. In particular, the following are prohibited:

- reverse engineering,
- analysis for the purpose of reconstructing functionality,
- generation of comparable or derivative products,
- extraction of training data or models from the content.

6. Use of external AI services

6.1. The use of third-party AI systems is only permitted if it is contractually and technically ensured that

- the input content or data is not used for training purposes and
- the provider does not store or further process the data.

7. Duties of care regarding AI-generated content

7.1. The user is obliged to carefully check all AI-generated results before using them, in particular with regard to:

- technical accuracy,
- legal admissibility, and
- the rights of third parties (in particular copyright and data protection rights).

8. Documentation obligations

8.1. The user is obliged to document the use of AI systems in connection with the content provided to an appropriate extent and to provide evidence of this at the request of Sprecher Automation.

9. Right of audit

9.1. Sprecher Automation is entitled, subject to reasonable prior notice, to verify compliance with the above AI usage regulations by taking appropriate measures. The user shall cooperate to a reasonable extent in this regard.

10. Responsibility and liability

10.1. The user bears sole responsibility for all damages, errors or infringements of rights resulting directly or indirectly from the use of AI systems.

10.2. Sprecher Automation's liability is excluded to the extent permitted by law.

11. Breach of the Terms of Use

11.1. Any breach of these Terms of Use entitles Sprecher Automation (i) to terminate the contract for cause and/or (ii) to pursue relevant claims in court, in particular claims for injunctive relief and damages.

12. Severability clause

12.1. Should individual provisions of these Terms of Use be or become wholly or partially invalid, unenforceable or unenforceable, the validity of the remaining provisions shall remain unaffected.

12.2. In place of the invalid or unenforceable provision, a valid provision shall be deemed to have been agreed which most closely approximates the economic purpose of the invalid provision. The same shall apply to any gaps in the provisions.

13. Choice of law and jurisdiction

13.1. These Terms of Use are governed exclusively by Austrian law, to the exclusion of its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2. The place of jurisdiction shall be the court having jurisdiction over Linz, Austria.