Invert Robotics – Product and Software Sales Terms and Conditions

This General Terms and Conditions Agreement ("**GTCA**") is between **Invert Robotics Limited ("Invert")** a limited company registered in Ireland under company number 240089 and registered office at 230 Blanchardstown Corporate Park, Blanchardstown, Dublin 15 and the legal entity signing the Order Form referencing the Agreement **("Customer")**.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE INVERT PRODUCT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.

The parties agree as follows:

1. **Provision of Product.** Invert shall make the Product and available to Customer for use by Customer and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer, subject to this Agreement, including the scope of use defined in the applicable Order Form.

1.1. **Invoices & Payment.** Unless otherwise stated in the Order Form, all Fees will be electronically invoiced and will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Invert shall endeavor to email invoices to Customer within 2 business days of the date of the invoice. Customer shall provide Invert with complete and accurate billing contact information including a valid email address. Late payments shall attract interest at the rate of 1.5% per month. Customer shall make payments electronically. Except for a termination in accordance with Section 15.1 (Termination), all Order Forms are non-cancelable and all payments are non-refundable.

1.2. **Suspension for Non-Payment.** Except for Fees subject to a reasonable and good faith dispute, if a payment is more than 60 days past due and Invert has provided at least 10 days' written notice to Customer, Invert may suspend the Software, without liability to Customer, until such amounts are paid in full.

1.3. **Taxes.** Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and Software taxes, consumption taxes or similar taxes (collectively "**Taxes**"). Customer shall pay all Taxes imposed on the Software or any other Software provided under this Agreement. If Invert has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Invert with a valid tax exemption certificate authorized by the appropriate taxing authority.

1.4. **CPI.** The contracted Software fee shall be subject to percentage annual price escalation in accordance with the annual change in the Customer Price Index for the country of domicile of the Customer, subject to minimum of 5%. The relevant CPI index being the centrally published change in prices of goods and Software which are representative of a private households' consumption in that jurisdiction.

2. **Customer Obligations.**

2.1. **Software and Data .** Customer shall have sole responsibility for the accuracy, quality, and legality of all Inspection Data, shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and shall notify Invert promptly of any unauthorized access or use. Customer shall not: (1) use the Software in violation of Laws; (2) in connection with the Software, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Software; (4) knowingly interfere with or disrupt performance of the Software or the data contained therein; or (5) attempt to gain access to the Software in a manner not explicitly permitted by Invert. Customer is responsible for its Authorized Parties compliance with the Agreement and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer.

2.1.1. **Regular Back-ups.** Customer shall take reasonable data back-up measures. In particular, Customer shall provide for a daily back-up process and back-up the relevant data.

2.2. **Product.** The Customer is solely responsible for the proper use and operation of the robot at their site, including adherence to all applicable safety guidelines, operational protocols, and manufacturer instructions provided by Invert Robotics. The Customer shall ensure that all safety mechanisms, site-specific precautions, and environmental considerations are adequately addressed prior to and during the use of the robot. This includes, but is not limited to, providing a safe and stable operating environment, ensuring trained personnel operate the robot, and implementing any necessary safeguards to prevent harm to individuals, property, or the robot itself. The Customer is also responsible for conducting regular checks and maintenance of safety features to ensure ongoing compliance with applicable laws and industry standards.

3. **Delivery and Acceptance.** Title and risk of loss for Product and physical data media shall transfer to Customer on delivery to Customer location. Customer shall test the Product upon delivery, which shall be deemed accepted within seven (7) days after delivery to Customer. Software may be provided by shipment of physical media or by electronic means (including by remote access), if available, and shall be deemed accepted upon availability.

4. **Data.** Customer owns all right, title and interest to its Inspection Data. Customer is responsible for ensuring appropriate safeguards to ensure security of Data.

5. **Analytics Data.** Invert shall own all rights and titles in, and may freely use for any purpose (including without limitation for data mining, benchmarking and analytics purposes, or for developing and marketing new Software), any data or information (i) collected, processed, developed, produced or obtained other tracking and analytics technology present on the Software or (ii) relating to the performance or functioning of the Software or related Product when used by Customer (such as technical data, e.g. Robot ID, usage hours, errors encountered, features usage, software version, basic plant asset information).

6. **Permitted use.** Customer grants Invert a nonexclusive, worldwide, royalty-free, license to copy, modify, distribute and disclose, display, and otherwise use Inspection Data for the purposes of providing the Software and to de-identify Inspection Data. "De-identified" means that the data cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular company, or individual person, including by removing, without limitation, the following identifiers: company names and the names of individuals, addresses, phone numbers, e-mail address(es) and any other information which could reasonably identify, when taken in the aggregate, a specific company, organization or individual. Inspection Data that has been De-identified shall not be deemed Confidential Information or Inspection Data, i.e. company may copy, modify, distribute and disclose, display, and otherwise use and commercialize such De-identified data for any purpose permitted under applicable law.

7. **Proprietary Rights**. As between Invert and Customer, Customer owns all right, title and interest to its Inspection Data. As between Customer, Invert, and Invert's licensors, Invert or its licensors own all right, title and interest to the Software, Documentation, and other Invert Intellectual Property Rights. Except for the limited rights expressly granted to Customer hereunder, Invert reserves all rights, title and interest in and to the Software and Documentation, including all related Intellectual Property Rights.

8. **Confidentiality.** Each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future software and maintenance Software. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and Software providers ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

9. **Unauthorized Disclosure.** If either party becomes aware of a Material Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight hours or any shorter period required by Law except that Customer is not required to notify Invert unless Customer reasonably determines there is a threat to the Software. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Breach, Invert shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

10. **Export Control.** The Products and the technology included therein provided under the Agreement may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Products and technology included therein may be produced or located; (ii) disclosures of technology to foreign persons; (iii) exports from abroad of derivative products thereof; and (iv) the importation and/or use of such Products and technology included therein outside of the United States or other countries (collectively, "Export Laws"). Customer shall comply with all Export Laws and Invert export policies made available to Customer by Invert. Invert may be required by law to disclose information about the Customer and/or the end user or application.

11. **Warranties and Obligations.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws.

11.1. **Licences**. Invert warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

11.2. **Invert obligation.** Invert shall perform and provide the Product/s substantially in accordance with the

Documentation and with reasonable skill and care, and will perform any services (other than the Software) provided pursuant to an Order Form shall be performed with reasonable skill and care, and consistent with good practice and generally accepted industry standards.

12. **SUPPORT**

12.1. **General**. Support services shall be provided by Invert (or its subcontractors) in accordance with the Support Contract for the products listed therein.

12.2. **Scope of Support Services.** The support services include, unless otherwise specified in the Product Notice or Support Contract:

12.3. The use of all reasonable efforts to remedy failures of equipment to perform in accordance with Invert's applicable specifications, including remedial maintenance and installation of engineering changes when necessary.

12.4. Providing a Support service in English via telephone or other electronic media.

12.5. Provision of software releases and documentation updates as they become available, in accordance with the Product Notice and options selected by the customer, if applicable.

12.6. Invert reserves the right to change the scope of the support services with sixty (60) days' prior written notice to the customer, provided such modifications do not materially diminish the support services purchased by the customer.

12.7. **Service Levels**. Invert shall use commercially reasonable efforts to perform the support services in accordance with the service levels (e.g., response times), if any, as set out in the Product Notice or as otherwise agreed in the Support Contract.

12.8. **Additional Support**. Invert will have no obligation to provide support services with respect to equipment that is outside the Invert service area or that has been moved without Invert's consent. Support services do not apply to any software version other than the current release and the immediately prior software release and are subject to Invert's then-current "End-of-Service-Life" policy for the respective product. Invert shall have no obligation to support software problems caused by the customer's negligence, hardware malfunction, or other causes beyond the control of Invert, nor any software failure that cannot be reproduced at Invert's facility or via remote access to the customer's facility. Support services do not include equipment upgrades needed to utilize new features or functionality in a software release.

12.9. **Re-Installment of Support**. If the customer ceases support and later wishes to reinstate support, then reinstatement may be subject to certification at Invert's then-current rates and conditions.

13. **SOFTWARE AND SOFTWARE WARRANTY**

13.1. **Software**. Invert grants to Customer a nonexclusive and nontransferable license (with no right to sublicense) to use (i) the Software for internal business purposes of Customer and Customer's Affiliates (if so specified in the Agreement) and (ii) the Documentation for the purpose of supporting Customer's use of the Software.

13.2. Software licensed together with the sale of Product and designed to enable the Product to perform enhanced features is licensed for use solely on the Product provided together with such Software, unless expressly licensed for use also with other hardware.

13.3. The Customer shall be responsible for installing the software on its local machines and maintaining accurate records of all instances where the software has been installed. These records must be kept to ensure that, upon the release of software updates or new versions, the Customer can identify and update all locations where the software is installed.

13.4. **Software Releases**. Customer's right to use Software Releases shall be subject to the license terms applicable to the Software. Customer will be required to download software release by electronic means in coordination with Invert Support Team. On termination, customer will cease right to access software releases.

13.5. **Malicious Code**. Invert warrants to the best of its knowledge, the Software does not contain, and Invert will not knowingly introduce, any Malicious Code.

13.6. **Restrictions.** Customer shall not (1) modify, copy, or create derivative works based on, the Software, Product or Documentation; (2) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a Software bureau, or otherwise make the Software or Documentation available to any third party other than to Authorized Parties as permitted herein; (3) reverse engineer or decompile any portion of the Software or Documentation, including but not limited to, any software utilized by Invert in the provision of the Software and Documentation, except to the extent required by Law; (4) access the Software or Documentation in order to build any commercially available product or Software; or (5) copy any features, functions, integrations, interfaces or graphics of the Software or Documentation. Notwithstanding item (5), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

13.7. Invert's obligations under this Section 12 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to its instructions, or modification or alteration of the Software by any party other than Invert or the its duly authorized contractors or agents.

13.8. If the Software do not conform with the terms of this Section 12, Invert will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly.

13.9. Invert does not warrant that:

13.9.1. the Customer's use of the Software will be uninterrupted or error-free; or

13.9.2. that the Software, Documentation and/or the information obtained by the Customer through the Software will meet the Customer's requirements; or

13.9.3. the Software or any constituent software will be free from vulnerabilities.

13.9.4. Invert is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

13.9.5. This agreement shall not prevent Invert from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or Software which are similar to those provided under this agreement.

13.9.6. The remedies set forth in this Section will be Customer's exclusive remedy and Invert's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with Section 15.

14. PRODUCT WARRANTY

14.1. **Duration.** The warranty period for the Product is twelve (12) months after the Activation of the Product or eighteen (18) months from the date of the delivery of the Product to Customer by Invert, whichever is sooner, or for such longer period if required by applicable law (the "Warranty Period").The Warranty period applicable to certain Product also applies to microcode, firmware or operating system software required to enable such Product to perform its basic functions.

14.2. **Product Warranty.** Invert warrants that the Product, shall be free from material defects in materials and workmanship, and perform in accordance with the Documentation provided for the Product (the "Warranty"), provided that the Product has been used, under normal conditions, by a person who has passed the Invert introductory training ("Invert Introductory Training") before any use of the Products and with regular recommended Software. Product upgrades are warranted from shipment until the end of the Warranty Period for the Product to which such upgrades are installed. THE WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY INVERT.

14.3. **Maintenance.** The Annual Maintenance package provides the Customer with access to the Invert Robotics team for support with robots and software, one annual inspection for standard maintenance, and priority access to technical support for critical issues. Additional maintenance may be required based on the extent of the robot's operational use during the year. The Customer shall be responsible for delivering the robot to Invert Robotics' facilities in Eindhoven for maintenance services. Consumables are expressly excluded from the scope of maintenance. Should consumables be deemed necessary during the maintenance inspection, Invert Robotics will notify the Customer and obtain prior written approval before installation. Pricing for any required consumables shall be based on the prevailing price list at the time of maintenance.

14.4. **Customer Remedies.** Invert's entire liability and Customer's exclusive remedies under the warranties described in this section 13 shall be for Invert, at its option, to remedy defects or to replace the affected Product. Invert shall have no liability hereunder after expiration of the applicable warranty period.

14.5. **Warranty Exclusions**. Customer is not entitled to warranty claims based on problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or Software with which the Product is used; (iii) installation, operation, maintenance or use not in accordance with Invert's instructions or the applicable Documentation, in particular any use of the Products by a person who has not passed successfully the Invert Introductory Training; (iv) use in an environment, in a manner or for a purpose that contradicts the instructions contained in the Order Form or Documentation ; or (v) modification, alteration or repair by anyone other than Invert or its authorized representatives; or, in case of Product, (vi) causes attributable to normal wear and tear; (vii) any technology owned or licensed by Customer from third parties, including any open source software embedded in a Product or (viii) if the Customer refuses to provide the log and video files of an accident. Invert has no obligation whatsoever for Product moved without Invert's consent or whose original identification marks have been altered or removed.

14.6. No Further Warranties. Except as expressly stated in the applicable warranty set forth herein, Invert (including its suppliers) makes no other express or implied warranties, written or oral. Insofar as permitted under applicable law, all other warranties are specifically excluded, including warranties arising by statute, course of dealings or usage of trade. In particular, Invert does not warrant for the compliance of the Products with any legal or regulatory requirements of any place or jurisdiction where Customer uses or intends to use the Product.

14.7. Limitation Period. All claims for damages based on defects of Products or Services shall be excluded unless notified in writing within the applicable warranty period. The limitation period for all other claims for damages to be notified in writing shall be 12 months after the cause of action accrues, unless statutory law provides for a shorter limitation period.

14.8. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INVERT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INVERT DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

15. Indemnification.

15.1. **Invert Indemnity.** Invert shall defend Customer, at Invert's expense, against any third-party Claim brought against Customer alleging that the use of the Software as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify Customer against any Losses arising from such third-party Claim. Invert will have no liability for Claims or Losses to the extent they arise from: (1) modification of the Software by anyone other than Invert; (2) use of the Software in a manner inconsistent with the Documentation or in violation of this Agreement; or (3) use of the Software in combination with any other product or Software not provided by Invert. If Customer is enjoined from using the Software or if Invert reasonably believes it will be enjoined, Invert may, at its sole option, obtain for Customer the right to continue use of the Software or replace or modify the Software so that it is no longer infringing. If neither of the foregoing options is reasonably available to Invert, then either party may terminate the applicable Software and Invert's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Fees for the Software that was to be provided after the effective date of termination.

15.2. **Conditions**. Invert's obligations in Section 14.1 are conditioned on the Customer: (1) promptly giving written notice of the third party Claim to Invert (although a delay of notice will not relieve Invert of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (2) giving Invert sole control of the defence and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (3) providing to Invert, at Invert's cost, all reasonable assistance. Sections 14.1 through 14.2 state the exclusive remedies and Invert's sole obligations related to the subject matter of these sections.

15.3. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (1) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (2) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (3) CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SOFTWARE FROM WHICH THE CLAIM AROSE.

15.4. EXCLUSION OF DAMAGES. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED INVERT'S LOST PROFITS.

16. **Term.** The term of the Agreement with regard the Software ordered in an individual Order Form, commences on and continues from the Effective Date (as defined in the Order Form) until the relevant Order Forms have expired or otherwise been terminated ("**Term**"). Software and maintenances to the Software commence on the date and are for the period set forth in the applicable Order Form. On completion of the Term outlined in the Order Form, software and maintenances to the Software will automatically renew for one (1) year periods ("**Renewal Term**"), unless, at least 3 months in advance of the initial Expiry Date, written notice is given by the Customer to Invert indicting an intention for the contract to expire, and not roll over. The anniversary of the commencement of the new 12 month term shall become the new Expiry Date for the purposes of this Agreement, and this contract will also continue to rollover for further successive 12 month periods on each new Expiry Date, unless notice is given as set out above.

16.1. **Termination.** Either party may terminate the Agreement: (1) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (2) immediately in the event the other party becomes the subject of a petition in bankruptcy

or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For clarity, a breach or termination of any professional Software agreement, development agreement or related statement of work will not be considered a material breach or termination of this Agreement. If the Agreement is terminated under Section 15.1, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Software and Invert Confidential Information. Termination for any reason will not relieve Customer of the obligation to pay any Fees accrued or due and payable to Invert prior to the effective date of termination and termination for any reason other than for uncured material breach by Invert or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

16.2.Surviving Provisions. Sections 1.1, 4, 5, 6, 7, 8, 9, 11, 12, 13 14 and 16 (except 16.2) will survive any termination or expiration of this Agreement.

17. General Provisions.

17.1.**Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Agreement.

17.2.**Insurance**. Invert shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms; (1) Employers Liability insurance with limits not less than €3,000,000 per accident/per employee; (2) Public Liability insurance with coverage of at least €3,000,000 for any one occurrence (3) Product Liability with an aggregate limit of no less than €2,000,000 in any one policy period (4) Professional indemnity cover of at least €5,000,000 for any one claim.

17.3.**Notices**. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (1) personal delivery; and (2) the third business day after first class mailing. Notices to Invert must be sent to the address shown at the end of this Agreement addressed to the attention of its contracts manager with a copy sent by email to legal@Invert.com. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

17.4.**Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

17.5.**Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

17.6.**Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent must not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound in writing by all of the terms of this Agreement and all past due Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17.7.**Invert Contracting Entity, Governing Law, and Venue**. The Invert entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled and is set out at the end of this Agreement.

17.8.**Anti- Corruption**. Invert acknowledges that customers are committed to eliminating all risk of bribery and corruption in its supply chain and acknowledges and agrees that Customer shall not be under any obligation to carry out any action or make any omission under this Agreement to the extent that Customer reasonably believes it would be in breach of any Anti-Corruption Legislation.

17.8.1.Invert warrants, acknowledges and agrees that neither it, nor to its knowledge any third party, has breached any Anti-Corruption Legislation in order for Invert to enter into this Agreement

17.8.2.. Invert warrants and undertakes that:

17.8.2.1. it shall not engage in any activity, practice or conduct which (i) would constitute an offence under Anti-Corruption Legislation or (ii) could implicate Customer in an offence under Anti-Corruption Legislation.

17.8.2.2. it has, and shall maintain in place, adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under Anti-Corruption Legislation;

17.8.2.3. it shall not do anything in relation to (i) its selection as a supplier; or (ii) performance of its obligations under this Agreement; and has not taken, in the name of, for the account of or on behalf of Customer, any actions in furtherance of (a) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity; or (b) the request for, agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any Anti-Corruption Legislation;

17.8.2.4. it shall keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to this Agreement; and

17.8.2.5. from time to time, at the reasonable request of Customer, it shall confirm in writing that it has complied with its undertakings above and shall provide access to such people and/or information reasonably requested by Customer in support of such compliance.

17.9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other schedule, exhibit or attachment. Customer acknowledges that it has had the opportunity to review all schedules, exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. This Agreement may be executed in counterparts and/or by electronic signatures.

Definitions.

 "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Master Software and maintenance Agreement, including the Security Schedule, Data Processing Schedule, and any other schedules, exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"**Anti-Corruption Legislation**" means any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business.
"**Audit Reports**" means the most recently completed ISO27001 audit reports or comparable industry-standard successor report prepared by Invert's independent third party auditor.
"**Authorized Parties**" means Customer's or an Affiliate's employee and third party providers who are authorized by Customer (1) in writing, (2) through the Software's security designation, or (3) by system integration or other data exchange process to access Customer's Tenants or receive Inspection Data, and which may include the Customer's franchisees, joint venture partners and any other person whom Customer licenses to operate a business under the Customer's brand

"**Certification**" The process of verifying that equipment or software meets certain standards or requirements, often necessary for reinstating support services.

"Claim" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"Commercially Reasonable Efforts" The efforts that a reasonable person in the business would use to achieve a desired result, considering the circumstances.

"**Confidential Information**" means (1) any software utilized by Invert in the provision of the Software and its respective source code; (2) Inspection Data; (3) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know- how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (4) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Inspection Data will not be subject to the exclusions set forth in this definition.

"**Customer Input**" means suggestions, enhancement requests, recommendations or other feedback provided by Customer and/or Authorized Parties relating to the operation or functionality of the Software.

"**Documentation**" means Invert's Product and Software description and, specifications as set out on the website www.Invert.com or contained Order Form of this Agreement, which may be updated by Invert from time to time.

"ECN" Engineering Change Notices

"End-of-Service-Life Policy" Invert's policy outlining the support timeline and termination of support for specific products or software versions.

"Engineering Changes" Modifications or updates to equipment or software to improve performance or address issues, see ECN.

"**Expiry Date**" The Expiry Date of the contract for Software (or any part of it where individual Software are ordered for different terms), is the date falling on the expiry of the number of months after the Effective Date specified under "software and maintenance term" in the Order Form.

"**Fees**" means all amounts invoiced and payable by Customer for the Software, or other Software provided under this Agreement or under an Order Form.

"**Improvements**" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Software and Documentation, as developed by Invert and made generally available for use without a separate charge to Customers.

"**Inspection Data**" means electronic data or information submitted to the Software by Customer or Authorized Parties.

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"**Law**" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Maintenance" includes access to the Invert Robotics team for support with robots and software, an annual robot inspection for standard maintenance (limited to one inspection per year), and priority access to technical support for critical issues; however, it excludes consumables, which can be supplied upon request. Additional inspections can be purchased on request.

"**Order Form**" means the ordering documents or online order under which Customer subscribes to the Software, specifying the Software to be provided hereunder, and that is entered into between Customer and Invert or any of their Affiliates. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Product" means Invert list of robotic solutions and the associated Software required to operate the robotic solution.

"Product Notice" A document specifying the details and scope of the support services for a particular product.

"Remedial Maintenance" Maintenance activities performed to correct equipment failures and restore it to proper working condition.

Invert Robotics – Product and Software Sales Terms and Conditions

"Software" means any programming code provided by Invert to Customer as a standard product. Software is either identified on a Quote or a Subscription Plan, or, in the case of microcode, firmware or operating system software required to enable Product to perform its basic functions, included by Invert with the associated Product.

"Software Release" means any subsequent version of Software that is made generally available by Invert at no separate or additional charge pursuant to Invert's contractual obligations to Customer, but does not mean a new Product.

"Support Tools" means any hardware, software and other tools or utilities that Invert uses to perform diagnostic or remedial activities in connection with Products.

"Support Services" The assistance provided by Invert (or its subcontractors) to remedy failures of equipment, provide help line services, and supply software updates and documentation.

"Support Contract" The agreement between Invert and the customer outlining the terms and conditions of the support services provided.

Invert Contracting Entity, Notices, Governing Law, and Venue. The Invert entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

Customer Domiciled in:	The Invert entity entering into this Agreement is	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
United States of America	Invert Robotics Inc		State of New York and the federal laws of the United States applicable therein	New York
Ireland	Invert Robotics Group Limited		Ireland	Ireland
Netherlands	Invert Robotics Europe BV		Netherlands	Ireland
Germany	Invert Robotics Germany GmbH		Germany	Ireland
France	Invert Robotics France SARL		France	Ireland
Australia	Invert Robotics Australia Pty Ltd		Australia	Australia