

## JACOBI ROBOTICS

### MASTER SERVICES AGREEMENT

Last Updated on May 28, 2025

This Master Services Agreement is entered into by and between Jacobi Robotics, Inc. ("**Jacobi**") and the entity or person placing an order for or accessing any Services ("**Customer**" or "**you**"). If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" or "Customer" reference your company. Please note that if you sign up for or access the Services using an email address from your employer or another entity, then (1) you will be deemed to represent such party, (2) your acceptance will bind your employer or that entity to these terms, and (3) the words "Customer", "you" or "your" in this Agreement will refer to your employer or that entity.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

#### 1. Services

**1.1 Cloud Services.** Subject to the terms and conditions set forth in this Agreement and the applicable Order Form, Jacobi grants to Customer a limited, non-sublicensable, non-transferable (except as expressly set forth in the Agreement), non-exclusive right to access and use the Cloud Services during the applicable Order Form term for its lawful internal business purposes and not for the benefit of any other person or entity, solely in the form provided by Jacobi and as permitted by the functionalities provided by Jacobi therein.

**1.2 Software.** Subject to the terms and conditions set forth in this Agreement and the applicable Order Form, Jacobi grants to Customer a limited, non-sublicensable, non-transferable (except as expressly set forth in the Agreement), non-exclusive right to install the Software, in object code form only, in accordance with the Documentation during the applicable Order Form term, for Customer's lawful internal business purposes and not for the benefit of any other person or entity, solely in the form provided by Jacobi and as permitted by the functionalities provided by Jacobi therein. The Software Addendum, attached as Exhibit A, shall apply to Customer's use of the Software.

**1.3 Hardware.** The Hardware Addendum, attached as Exhibit B, shall apply to Customer's use of the Hardware.

**1.4 Pilot Services.** If the parties agree for Customer to use any Pilot Services provided by Jacobi, Jacobi will make such Pilot Services available to Customer on a trial basis during the pilot period set forth in the applicable Order Form ("**Pilot Period**"). If no Pilot Period is set forth in the Order Form, the Pilot Period shall be thirty (30) days. Either Party may terminate the Pilot Period early for any or no reason upon at least ten (10) days' prior written notice to the other Party. At the end of the Pilot Period, Jacobi may provide a report regarding the expected robotics performance relating to Customer's anticipated use case ("**Pilot Report**"). Jacobi hereby grants to Customer a non-exclusive, perpetual, irrevocable, non-transferable, non-sublicensable right to use the Report for Customer's lawful business purposes. The Pilot Period may be extended upon written agreement of Jacobi and Customer. Without limiting

Customer's obligations under this Agreement, Customer may only use the Pilot Services for evaluation purposes. Upon expiration or termination of the Pilot Period, Customer must cease all use and access of the Services unless Customer has purchased an ongoing subscription to the Services.

**1.5**     Support Services. Support will be provided to the Customer if Customer has purchased Support Services in the applicable Order Form. The applicable fees for such support shall be specified in the Order Form. If Customer has not purchased Support Services in the applicable Order Form, then Jacobi will use commercially reasonable efforts to respond to support requests received during Jacobi's business hours within ten (10) business days. The Customer shall provide Jacobi and its personnel with necessary access to Customer's account including the ability to access the account as those of Customer's employees and its IT administrator(s), for such time as required for resolving the problems raised by the Customer with respect to the Services.

**1.6**     Non-Jacobi Products. The Services may contain features that permit Customer to connect to Non-Jacobi Products. Such Non-Jacobi Products are not under Jacobi's control, and Jacobi makes no representations or warranties with respect to, is not responsible or liable for, and does not endorse any Non-Jacobi Products. Customer and its Authorized Users use all such Non-Jacobi Products at their own risk and will need to make their own independent judgment regarding any interaction or interoperation between them and the Services. Customer and its Authorized Users use all Non-Jacobi Products subject to agreements and policies (including privacy policies) between Customer and the providers of such Non-Jacobi Products. Customer acknowledges and agrees that it is Customer's sole responsibility to review and comply with such agreements and policies.

**1.7**     Affiliates. Any Affiliate of Customer will have the right to enter into an Order Form executed by such Affiliate and Jacobi and this Agreement will apply to each such Order Form as if such Affiliate were a signatory to this Agreement. With respect to such Order Forms, such Affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate.

## **2.       Customer Responsibilities.**

**2.1**     Customer Cooperation. Customer acknowledges that Jacobi's provision of the Services is dependent on Customer providing all reasonably required cooperation (including the prompt provision of access to Customer's systems, facilities, personnel, cooperation and materials as reasonably required and any other access as may be specified in the applicable Order Form), and Customer will provide all such cooperation in a diligent and timely manner.

**2.2**     Account. Customer will (i) be responsible for all use of the Services under its account, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Jacobi promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the Services and (iii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Services, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Jacobi will have no liability for such failure (including under any service level agreement).

**2.3**     Restrictions. Customer shall not: (i) modify, copy, display, republish or create derivative works based on the Services or Jacobi's Confidential Information; (ii) act as a reseller or distributor of, or a service bureau for, the Services or otherwise use, exploit, make available or encumber the Services to or for the benefit of any third party; (iii) access or use or Services without the prior written consent of

Jacobi if Customer is or becomes a direct competitor to Jacobi or its Affiliates; (iv) share access, use, or information about the Services with a direct competitor of Jacobi; (v) use the Services (including any output generated or derived therefrom) for the development of any software program, including but not limited to training any machine learning or artificial intelligence models or system; (vi) disassemble, decompile, reverse engineer, make error corrections to the Services or Jacobi's Confidential Information, or otherwise attempt to derive the structure, sequence or organization of source code, except as permitted by applicable law to achieve interoperability of the Services with the operation of other software or systems used by Customer; (vii) access the Services or Jacobi's Confidential Information in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services; (viii) use the Services to post or send infringing, obscene, threatening, libelous, or otherwise unlawful material; (ix) use the Services or Documentation in any manner that exceeds the scope of use permitted under this Agreement or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third parties, or that violates any applicable laws; (x) upload to the Services or use the Services to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (xi) use the Services to run automated queries to web sites; use manual or automated software, devices, robots, spiders, or other processes to "crawl" or "spider" or to retrieve, index, "scrape", "data mine" or in any way gather information, content or other materials from the Services in an unauthorized manner or reproduce or circumvent the navigational structure or presentation of the Services; (xii) intentionally or unintentionally interfere with or disrupt the integrity or performance of the Services or the data contained therein; (xiii) attempt to gain, or permit an unauthorized third party unauthorized access to the Services or its related systems or networks by Customer or an unauthorized third party; (xiv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Services; (xv) without the express prior written consent of Jacobi, conduct any benchmarking or comparative study or analysis involving the Services for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of the Services to interoperate with Customer's internal systems; (xvi) unless with Jacobi Robotics' prior written consent, incorporate or merge the Services or Jacobi's Confidential Information into another software product, or otherwise access or use the Services, Jacobi's Confidential Information, and/or Documentation to create, modify or enhance any software or competing service; or (xvii) permit any third party to do any of the foregoing. In addition, Customer agrees that it shall (a) only permit access to the Services by Authorized Users; and (b) not access or use the Services from an embargoed nation or any other country/region that becomes an embargoed nation, in violation of applicable export compliance laws.

## 2.4 Customer Data

(a) Customer authorizes Jacobi to use, process and transfer Customer Data as necessary to provide the Services to Customer or otherwise required by applicable law. Customer is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all Customer Data. Customer shall ensure that it is entitled to transfer the relevant Customer Data to Jacobi so that Jacobi and its service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf.

(b) Customer shall not provide Jacobi with any Customer Data that constitutes personally identifiable information or is subject to heightened security requirements by law or regulation or contract (examples include but are not limited to the Gramm–Leach–Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA), the Child's Online Privacy Protection Act (COPPA), the standards promulgated by the PCI Security Standards Council (PCI-DSS), and their international

equivalents (such as Customer Data collectively, “**Excluded Data**”). Jacobi shall have no responsibility or liability for the Excluded Data.

(c) Any acquisition by Customer of Non-Jacobi Products, and any exchange of data between Customer and any Non-Jacobi Product provider, product or service, is solely between Customer and the applicable Non-Jacobi Product provider. Jacobi does not warrant or support Non-Jacobi Products. Jacobi is not responsible for any disclosure, modification or deletion of data resulting from access by any Non-Jacobi Product or its provider. Customer is solely responsible for ensuring that it has all necessary licenses and rights to use the Non-Jacobi Product for the purposes contemplated herein.

(d) Jacobi will maintain an information security program including commercially reasonable administrative, technical, and organizational measures designed to protect the security and integrity of the Services and the Customer Data. Customer will maintain commercially reasonable and appropriate security standards and measures to protect against unauthorized access and use of its systems and devices through which its Authorized Users access and use the Services. Customer will not conduct or authorize penetration tests of the Services without advance approval from Jacobi.

### **3. Fees**

3.1 Fees. Customer will pay Jacobi the fees set forth in the applicable Order Form. Customer shall pay those amounts due and not disputed in good faith within thirty (30) days of the date of receipt of the applicable invoice, unless a specific date for payment is set forth in such Order Form, in which case payment will be due on the date specified. Except as otherwise specified herein or in any applicable Order Form, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable.

3.2 Late Payment. Jacobi may suspend access to the Services immediately upon notice if Customer fails to pay any amounts hereunder at least five (5) days past the applicable due date. If Jacobi has not received payment within five (5) days after the applicable due date, interest will accrue on past due amounts at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Jacobi.

3.3 Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively “**Taxes**”). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of Jacobi. Customer will not withhold any Taxes from any amounts due to Jacobi.

### **4. Proprietary Rights**

4.1 Customer Property. Customer exclusively owns all right, title and interest in and to the Customer Data and Customer’s Confidential Information, including without limitation all related intellectual property rights inherent therein. No rights to the Customer Data or Customer Confidential Information are granted to Jacobi hereunder other than as expressly set forth in this Agreement.

4.2 Jacobi Property. As between the parties, Jacobi exclusively owns all right, title and interest in and to the Services, Cloud Services, Software, Jacobi Product, System Data and Jacobi’s Confidential Information, including all modifications, derivative works, upgrades, and updates thereto, and all related intellectual property rights therein (collectively referred to as “**Jacobi Property**”). To the extent Customer

has or acquires any ownership of or in any Feedback or Jacobi Property, Customer hereby assigns to Jacobi all such rights, title and interest. Unless otherwise set forth in the Order Form, Jacobi retains exclusive ownership of all work product and deliverables created by Jacobi in connection with its performance of the Services. No rights are granted by Jacobi hereunder other than as expressly set forth herein. Nothing herein shall be construed as prohibiting Jacobi from utilizing System Data for purposes of operating, developing or improving Jacobi's products, services or business, provided Jacobi will not disclose System Data to any third party in a manner that could identify Customer or any individual.

4.3 Feedback. Customer may from time to time provide Jacobi suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("**Feedback**") with respect to the Services. Jacobi will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Jacobi will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

4.4 Suspension. Jacobi reserves the right to suspend Customer's access to the Services in the event (a) Jacobi believes Customer's use of the Services represents an imminent threat to Jacobi's users or network, (b) of Customer's breach of the Agreement or violation of any laws or regulations applicable to Customer's use of the Services, or (c) if so directed by a court or competent authority. In such cases, Jacobi will (i) suspend such the Services only to the extent reasonably necessary to prevent harm; (ii) use its best efforts to promptly contact Customer and give Customer the opportunity to resolve the issues causing the suspension of such the Services; and (iii) reinstate any suspended the Services promptly after the issue is cured.

## 5. Confidentiality

5.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including without limitation the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form hereunder), the Customer Data, Software, Services, and each party's respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Either party may disclose Confidential Information to its personnel and agents who are subject to confidentiality obligations at least as restrictive as those of this Agreement. Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care.

5.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4 Remedies. If the Receiving Party breaches this Section, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts.

## **6. Warranties and Disclaimers**

6.1 Mutual Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; and (b) the execution, delivery, and performance of this Agreement are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitutes a valid and binding agreement of such Party

6.2 Jacobi Warranties. Jacobi represents warrants that it will, consistent with prevailing industry standards, provide the Services in a professional and workmanlike manner and the Services will conform in all material respects with the Documentation. For material breach of the foregoing express warranty, Customer's exclusive remedy shall be the re-performance or repair, as applicable, of the deficient Services or, if Jacobi cannot re-perform or repair such deficient Services as warranted within thirty (30) days after receipt of written notice of the warranty breach, Customer shall be entitled to terminate the affected Services and recover a pro-rata portion of the prepaid but unused fees corresponding to the terminated portion of the Services.

6.3 Customer Warranties. Customer represents and warrants that it has all rights necessary to authorize Jacobi's collection and processing of Customer Data as contemplated hereunder, to provide any information, Customer Data or other materials that Customer and/or its Authorized Users provides hereunder, and to permit Jacobi to use the same as contemplated hereunder.

6.4 DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE SERVICES IS INTENDED TO AUGMENT THE EFFICIENCY OF, BUT NOT REPLACE, CUSTOMER'S HARDWARE, SYSTEMS AND PROCESSES. JACOBI DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR-FREE. JACOBI IS NOT RESPONSIBLE OR LIABLE FOR ANY NON-JACOBI PRODUCTS, DOES NOT GUARANTEE THE CONTINUED AVAILABILITY THEREOF OR ANY INTEGRATION THEREWITH, AND MAY CEASE MAKING ANY SUCH INTEGRATION AVAILABLE IN ITS DISCRETION.

6.5 BETA PRODUCTS; PILOT SERVICES. FROM TIME TO TIME, CUSTOMER MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH JACOBI WHERE CUSTOMER GETS TO USE ALPHA OR BETA PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "**BETA PRODUCTS**") OFFERED BY JACOBI, WHICH ARE NOT GENERALLY AVAILABLE. ANY BETA PRODUCTS OR PILOT SERVICES AND ARE PROVIDED "AS IS". JACOBI DOES NOT PROVIDE ANY SERVICE LEVEL OR SUPPORT COMMITMENTS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION THERETO, AND JACOB'S LIABILITY FOR ANY PILOT SERVICES OR BETA PRODUCTS WILL NOT EXCEED ONE HUNDRED DOLLARS. CUSTOMER OR JACOBI MAY TERMINATE CUSTOMER'S ACCESS TO THE BETA PRODUCTS AT ANY TIME. THE BETA PRODUCTS CONSTITUTE JACOBI'S CONFIDENTIAL INFORMATION.



## **7. Indemnification**

**7.1 Indemnity by Jacobi.** Jacobi will defend Customer against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Jacobi) in connection with any such Claim; provided that (a) Customer will promptly notify Jacobi of such Claim, (b) Jacobi will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Jacobi may not settle any Claim without Customer’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Jacobi in connection therewith. If the use of the Services by Customer has become, or in Jacobi’s opinion is likely to become, the subject of any claim of infringement, Jacobi may at its option and expense (i) procure for Customer the right to continue using and receiving the Services as set forth hereunder; (ii) replace or modify the Services to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. Jacobi will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, configurations, instructions, guidelines, plans or specifications provided by Customer; (B) use of the Services on a beta, evaluation or trial basis, or by Customer not in accordance with this Agreement; (C) modification of the Services by or on behalf of Customer; (D) Customer Confidential Information or Customer Data, (E) any Non-Jacobi Products, (F) Customer’s failure to implement updates to the Services made available by Jacobi, or (G) the combination, operation or use of the Services with other products or services where the Services would not by itself be infringing (clauses (A) through (F), “**Excluded Claims**”). This Section states Jacobi’s sole and exclusive liability and obligation, and Customer’s exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

**7.2 Indemnification by Customer.** Customer will defend Jacobi against any Claim made or brought against Jacobi by a third party arising out of the Excluded Claims, and Customer will indemnify Jacobi for any damages finally awarded against Jacobi (or any settlement approved by Customer) in connection with any such Claim; provided that (a) Jacobi will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without Jacobi’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Jacobi of all liability) and (c) Jacobi reasonably cooperates with Customer in connection therewith.

## **8. Limitation of Liability**

EXCEPT FOR A PARTY’S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCLUDING CUSTOMER’S PAYMENT OBLIGATIONS, ANY AGGREGATE DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF

THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## **9. Termination**

9.1 Term. The term of this Agreement will commence on the Effective Date and continue until terminated as set forth below. The initial term of each Order Form will begin on the Order Effective Date of such Order Form and will continue for the subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will automatically renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Unless otherwise provided for in the applicable Order Form, Jacobi reserves the right to increase fees for any renewal terms upon prior advance notice to Customer.

9.2 Termination. Each party may terminate this Agreement upon at least thirty (30) days prior written notice to the other party if there are no Order Forms then in effect. Each party may also terminate this Agreement or the applicable Order Form upon written notice in the event (a) the other party commits any material breach of this Agreement or the applicable Order Form and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days. Without limiting the foregoing, Jacobi may immediately terminate this Agreement if Customer (or any Authorized User) (i) permits direct or indirect access to or use of the Services in a way that circumvents any contractual usage limit; (ii) uploads to the Services any data or other information, other than Authorized User log-in credentials, which would qualify as Excluded Data; (iii) uses or accesses the Services in a manner that threatens the security or functionality of the Services, including without limitation by taking any action that imposes or is likely to impose an unreasonable or disproportionately large load on the Services or Jacobi's systems or infrastructure; or (iv) uses or accesses the Services in violation of any applicable law, third party rights, or in a manner that, in Jacobi's sole discretion, poses a risk to the health, safety, or welfare of any person or entity.

9.3 Effect of Termination. Upon expiration or termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such expiration or termination will survive, including Section 2.3 (Restrictions), Section 3 (Fees), Section 4 (Proprietary Rights), Section 5 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9.3 (Effect of Termination), Section 9.4 (Customer Data Retrieval), Section 10 (Definitions), and Section 11 (General). Upon expiration or termination of an Order Form, Customer will immediately cease its use and access of the Services. Upon expiration or termination of this Agreement, each party will return or destroy, at the other party's option, any Confidential Information of such party in the other party's possession or control.

9.4 Customer Data Retrieval. Upon Customer's written request made on or prior to expiration or termination of the applicable Order Form, Jacobi will give Customer limited access to the Services for a period of up to thirty (30) days after such expiration or termination, at no additional cost, solely for purposes of retrieving Customer Data. Subject to such retrieval period and Jacobi's legal obligations, Jacobi has no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete Customer Data after such expiration or termination; provided, however, that Jacobi will not be



required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Jacobi will continue to protect the Customer Data in accordance with this Agreement. For clarity, during the term of the applicable Order Form, Customer may extract Customer Data using Jacobi's standard web services as described in the Documentation.

**10. Definitions.** The following terms, when used in this Agreement will have the following meanings:

10.1 **"Affiliates"** means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, **"Control"** means beneficial ownership of 50% or more of the voting power or equity in an entity.

10.2 **"Agreement"** means this Master Services Agreement, any Order Forms, and any attachments, linked policies or documents referenced in the foregoing.

10.3 **"Authorized User"** means a unique domain email address of an employee or contractor Customer who is authorized by Customer to access and use the Services, and who has been issued a Services account by Customer that is associated to a unique email address with a domain name owned or controlled by Customer. Customer is liable for all acts and omissions of its Authorized Users.

10.4 **"Cloud Services"** means the Jacobi hosted and deployed software-as-a-service offering for the Jacobi Product and all related features, user interfaces, and components thereof, as described in the Documentation and purchased by or on behalf of Customer. For the purposes of this Agreement, Cloud Services includes the Documentation but expressly excludes Customer Data and Non-Jacobi Products.

10.5 **"Customer Data"** means any data in electronic form that Customer transmits to or through the Jacobi Product or which is collected by Jacobi Robotics on behalf of Customer.

10.6 **"Documentation"** means the documentation provided by Jacobi for the Services available at <https://docs.jacobirobotics.com>.

10.7 **"Effective Date"** means the earliest of: (a) the effective date of the initial Order Form; or (b) Customer's initial access or use of any of the Services in any manner.

10.8 **"Hardware"** means any hardware purchased by Customer in connection with the Jacobi Product, as identified in an Order Form.

10.9 **"Order Form"** means an ordering document executed or otherwise accepted (e.g., through an electronic click-through acceptance mechanism) by Customer and Jacobi, or by Customer and an authorized reseller of Jacobi, that references or incorporates this Customer Services Agreement and that specifies the products or services purchased by Customer or any of its Affiliates pursuant to such ordering document, including any supplements or addenda thereto. Order Forms do not include any Customer-provided purchase order terms.

10.10 **"Pilot Services"** means Jacobi services, products or features provided for a pilot or proof of concept, as identified in the Order Form.

10.11 **"Jacobi Product"** means Jacobi's product for developing and running robotics applications.

10.12 **“Non-Jacobi Product”** means a third party’s or Customer’s hardware, software or web-based, mobile, offline or other software application that integrates with the Jacobi Product (other than, with respect to the Services, third party data hosting services used by Jacobi). For clarity, the Jacobi Product excludes Non-Jacobi Products.

10.13 **“Support Services”** means the service level and support services ordered by Customer under the applicable Order Form for, as applicable, the Cloud Services and/or Software, as may be further described in the applicable Order Form.

10.14 **“Services”** means the Software, Cloud Services, and/or any other services provided by Jacobi and ordered by Customer under an Order Form. For clarity, Services expressly excludes any products and services provided by Jacobi’s authorized resellers in connection with the Jacobi Product, Hardware and any other Non-Jacobi Products.

10.15 **“Software”** means the object code version of the Jacobi proprietary software for the Jacobi Product, which is not hosted by Jacobi, as purchased by Customer, but expressly excluding any software obtained by Customer under an open source license or independent of the Agreement.

10.16 **“Software Subscription Key”** means a logical code that activates, enables, and controls a subscription to Software and is generated and delivered to Customer based on the type of Software set forth on the Order Form.

10.17 **“System Data”** means anonymized data collected by Jacobi in connection with the Services that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Services.

## **11. General**

11.1 **Publicity.** Customer agrees that Jacobi may refer to Customer’s name and trademarks in Jacobi’s marketing materials and website; however, Jacobi will not use Customer’s name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer’s prior written consent (which may be by email).

11.2 **Assignment; Delegation.** Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party’s prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Upon any permitted assignment of this Agreement by Customer or other corporate transaction involving Customer that would materially increase its Services usage, if an Order Form contains a subscription for an unlimited amount of usage for any component of the Services, such subscription will, with respect to Customer or the successor entity, as applicable, be limited to the monthly average usage by Customer with respect to such component under such Order Form prior to such assignment or other transaction, except as otherwise agreed upon in writing by the parties. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

11.3 **Export Control.** The Services, Jacobi technology and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not, and shall not permit Users to, access or use the Services in violation of any U.S. export law or regulation.

11.4 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

11.5 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

11.6 Governing Law. This Agreement will be governed by the laws of the State of California, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

11.7 Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to the parties must be sent to the respective address set forth in the signature blocks below, or such other address designated pursuant to this Section.

11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No oral or written information or advance given by Jacobi, its agents or employees will create a warranty or in any way increase the scope of warranties in this Agreement. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement. Jacobi reserves may modify the terms and conditions of this Agreement, effective upon the commencement of any renewal subscription term. Customer will regularly review this Agreement for updates, and continued use of the Services after any such modifications will constitute Customer's agreement to such modifications. If Jacobi modifies this Agreement during Customer's subscription term, and Customer objects to the updated agreement, as Customer's exclusive remedy, Customer may choose to terminate this Agreement prior to the next renewal term and cease using the Services. Except as expressly provided in the foregoing, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No terms or conditions set forth on any purchase order, preprinted form or other document shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.

11.9 Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations (other than payment obligations) due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

11.10 Government Terms. Jacobi provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If

Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Services was developed fully at private expense.

11.11 Interpretation. For purposes hereof, “including” means “including without limitation”.

## Exhibit A

### Software Addendum

- 1. Software Restrictions.** The parties agree that the Software shall be deployed on such site as agreed to in the Order Form ("**Installation Site**") understand that the usage of the Software shall be restricted as specified in the relevant Order Form. Software is only available via electronic download and will not be available to Customer in any other format. The Software Subscription Key is required to enable the Software and only valid during the Subscription Term. Customer will not (a) share access credentials of Authorized Users with any other individuals or third parties; (b) attempt to circumvent, disable, or defeat any limitations encoded into the Software Subscription Key; (c) assign, transfer, or distribute any materials provided to a specific Authorized User to any third party or any other Authorized Users (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or Documentation; (e) except as expressly provided for in this Agreement, use the Software in connection with any deployed computer system; or (f) permit third parties to use the Software or Documentation, or develop or deploy any system or software including the Software for use by any third parties. Jacobi will not be responsible for any activities, including any attempted or actual access or loss of Customer Data as a result of Customer's non-compliance of its obligations under this Agreement. Customer shall be solely responsible for (i) procurement, maintenance and security of the private cloud environment on which the Software is deployed; (ii) ensuring the accuracy, legality, reliability and sufficiency of Customer Data to be processed by the Software; and (iii) providing site access, system access and access to Jacobi or its designee for the provision, support, maintenance and improvement of the Software.
- 2. Payment Schedule.** If Customer is paying for the Software on a Payment Schedule, then Customer is required to enable internet connectivity for the Software and may not use the Software offline, so that Jacobi can verify Customer's Software license. If Customer does not pay in accordance with the Payment Schedule or if any payments are overdue, Jacobi reserves the right to remotely disable Customer's access to the Software until such amounts are paid. For purposes of this section, "**Payment Schedule**" means a payment schedule where the Software is not paid for annually in advance, including without limitation payment by monthly or quarterly installments.

## Exhibit B

### Hardware Addendum

1. Customer understands that any Hardware is supplied by third party suppliers. Customer will use the Hardware in compliance with any terms and conditions, manuals, policies or other instructions made available by such third party suppliers (collectively, "**Third Party Policies**"). The Premio Terms and Conditions is available at: <https://premioinc.com/pages/terms-and-conditions>.
2. Customer understands and agrees that the Hardware is provided by the third party supplier to Customer. If there are any questions, malfunction or other issues that arise with the Hardware, Customer will direct such issues solely to the third party supplier. The terms, conditions and warranties provided by the third party supplier under the applicable Third Party Policy are Customer's sole and exclusive remedy, and Jacobi does not provide any support or warranties for the Hardware.
3. JACOBI SHALL HAVE NO LIABILITY FOR AND CUSTOMER HEREBY RELEASES JACOBI FROM AGAINST ALL SUPPORT OBLIGATIONS, INDEMNITIES, WARRANTIES, REPRESENTATIONS, LIABILITY AND DAMAGES, PERFORMANCE FAILURES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, THE HARDWARE, INCLUDING WITHOUT LIMITATION ANY RELIANCE UPON OR USE, OPERATION OR MALFUNCTION OF THE HARDWARE, OR ANY THIRD PARTY POLICIES.