

Terms of Service

June 30, 2023

USE OF THE ROBOCORP SERVICES (AS DEFINED BELOW) PROVIDED BY ROBOCORP TECHNOLOGIES, INC. ("ROBOCORP") IS GOVERNED BY THESE TERMS OF SERVICE ("AGREEMENT"). BY ACCEPTING THIS AGREEMENT OR BY USING THE ROBOCORP SERVICES IN ANY MANNER, YOU AND THE ENTITY YOU REPRESENT, AND ANY AFFILIATE OF SUCH ENTITY (COLLECTIVELY, "CUSTOMER"), AGREE THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE ROBOCORP SERVICES. THIS AGREEMENT IS ENTERED INTO AS OF THE DATE YOU ACCEPT THIS AGREEMENT OR USE THE ROBOCORP SERVICES ("EFFECTIVE DATE").

1. Definitions

"Affiliate" means any company controlling, controlled by or under common control with a party, where "control" means ownership, directly or indirectly, of the shares of a company representing fifty percent (50%) or more of the voting rights in this company.

"Beta Services" means a product, service or functionality provided by Robocorp that Customer elects to use at Customer's option and at no additional charge, and which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

"Customer Content" means data that Customer submits to the Robocorp Services for processing.

"Documentation" means the documentation made available by Robocorp with the Robocorp Services, which may be modified from time to time.

"Excess Burden" means the Robocorp Services are being used to engage in denial of service attacks, spamming, or any illegal activity, or use of the Robocorp Services is causing immediate, material and ongoing harm to Robocorp or Robocorp's customers.

"Fees" mean the fees for the Robocorp Services described in each Order Form or as set forth at <https://robocorp.com/pricing>.

"Order Form" means the mutually agreed ordering document setting forth the Robocorp Services, Fees, and any Subscription Plan. An Order Form may be the online account registration created by Customer where Customer elects a Subscription Plan.

"Personal Information" means any Customer Content processed by Robocorp pursuant to this Agreement, relating to an identified or identifiable natural person or household; where an "identifiable natural person" means an individual who can be identified, directly or indirectly, by reference to such information, or which is linked to such information.

"Prohibited Information" shall mean (i) information under regulatory or contractual handling requirements (e.g., Payment Card Industry Data Security Standards), including, but without limitation, financial account numbers, debit or credit card information, magnetic stripe data, or card verification values; (ii) government issued personal identifiers, including, but without limitation, driver's license numbers, passport numbers, or other state issued identification numbers; (iii) bio-metric identifiers, including without limitation, genetic data, iris scans, thumb or finger prints, cardiac rhythm identifiers, facial modeling data, or health data; (iv) Personal Information collected from children under the age of 13; (v) passwords, authentication/authorization credentials, business secrets deemed highly confidential (e.g., highly-confidential business strategies and communications, sensitive attorney-client privileged and confidential communications); (vi) export-controlled information for which Customer has not obtained all required export licenses or government approvals; or (vii) health information subject to United States HIPAA regulations, except as permitted by an executed HIPAA Business

Associate Agreement; (viii) any data constituting "sensitive personal information," "sensitive data," "special categories of data" or similar terms defined under applicable data protection laws; (ix) Personal Information where Robocorp will act as a data processor unless a separate Data Protection Addendum is executed by the parties, or (x) other information the unauthorized disclosure of which could cause material, severe, or catastrophic harm or impact to any data subjects or third parties.

"Robocorp Services" means the Robocorp's subscription-based automation platform made available under this Agreement and specified on an Order Form.

"Third Party Products" means products and platforms made available by parties other than Robocorp or its Affiliates that interoperate with the Robocorp Services.

"Subscription Plan" means the deployment attributes for the Robocorp Services including the number of Users as set forth in an Order Form and as may further described at <https://robocorp.com/pricing>.

"Users" means the Customer employees or contractors authorized by Customer to use the Robocorp Services on Customer's behalf during the Subscription Term.

2. Scope. Upon execution or submission of an Order Form, Robocorp will make available the applicable Robocorp Services set forth on the Order Form in accordance with this Agreement. Customer understands and agrees that the Robocorp Services are for Customer's internal business purposes. Any circumvention of technical measures included in the Robocorp Services constitutes a material breach of this Agreement. If Customer exceeds the Subscription Plan, Customer will promptly remit to Robocorp the additional fees due for such over-deployment. Customer agrees that Customer is entirely responsible for any and all activities that occur under Customer's account, whether or not Customer undertakes such activities. Customer agrees to immediately notify Robocorp of any unauthorized use of Customer's account or any other breach of security in relation to Customer's password or the Robocorp Services that is known to Customer.

3. Payments.

3.1 Fees. Customer will pay the Fees set forth on an Order Form. All Fees are non-refundable, non-cancelable, and exclusive of applicable taxes. Except as otherwise set forth in an Order Form, fees due hereunder will be billed to Customer's credit card. Customer authorizes: (i) the card issuer to pay all such amounts and (ii) Robocorp (or its billing agent) to charge the credit card account until the Robocorp Services are terminated as set forth herein; provided, however, that if payment is not received from the credit card issuer, Customer agrees to pay all amounts due upon demand. Customer understands and agrees that it must provide current, complete and accurate billing and payment information. Additionally, Customer agrees to pay all costs of collection, including attorney's fees and costs, on any outstanding balance.

3.2 Late Fees. Robocorp is entitled to charge Customer interest, at a rate equal to one and a half percent (1.5%) per month on any overdue or underpaid amounts. If Customer fails to pay Fees in accordance with this Section 2, Robocorp may suspend provision of the Robocorp Services until such payment is received by Robocorp. Customer's payment obligation will remain in effect during any such suspension. Unless otherwise set forth on an Order Form, Fees due in a Renewal Term will be Robocorp's then-current fees for Robocorp Services.

3.3 Taxes. Customer will pay directly any taxes arising out of this Agreement, including applicable local, state, federal and international sales taxes, value added taxes, withholding taxes, and any other taxes or duties of any kind, but excluding taxes on Robocorp's net income and all employer reporting and payment obligations with respect to Robocorp's personnel. If any applicable law requires Customer to withhold amounts from any payments to Robocorp under this Agreement, (a) Customer will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Robocorp with tax receipts evidencing the payments of such amounts and (b) the sum payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Robocorp receives and retains, free from liability for such deduction

or withholding, a net amount equal to the amount Robocorp would have received and retained absent the required deduction or withholding.

- 3.4 **Free Plans.** Robocorp offers subscription plans for Robocorp Services at no cost that have limited features, functionality, or volume. Robocorp reserves the right to modify the free subscription plans at any time in its sole discretion or discontinue, suspend or terminate them entirely, without prior notice to Customer.
- 3.5 **Tiers.** In the event Customer's use of the Robocorp Services exceeds the limits of the Subscription Plan purchased by Customer, Robocorp will charge overage fees consistent with the fees set forth at <https://robocorp.com/pricing>.
- 3.6 **Partners.** If Customer acquires the Robocorp Services via an authorized reseller or partner to Robocorp, Customer will pay applicable Fees directly to such reseller or partner, and agrees to seek any applicable refund of Fees directly from such reseller or partner.

4. License; Restrictions

- 4.1 **Access.** Subject to the payment of applicable Fees and compliance with applicable terms, the number of Users specified on the Order Form will be authorized to access the Robocorp Services during the Subscription Term. Customer agrees that login credentials are created on a per User basis and may not be shared among individuals, groups, or teams or with third parties. To the extent that Robocorp makes available to Customer open source software in connection with the Robocorp Services, Customer's use of such open source software is governed by the open source software license applicable to such open source software and not this Agreement.
- 4.2 **Restrictions.** Customer will not and will not allow any third party to: (a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Robocorp Services, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Robocorp Services or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (b) sell, sublicense, rent, lease, distribute, market, or commercialize the Robocorp Services for any purpose, including timesharing or service bureau purposes, (c) create, develop, license, install, use, or deploy any third party Robocorp Services or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Robocorp Services, (d) remove any Robocorp Services identification, proprietary, copyright or other notices contained in the Robocorp Services, (e) modify or create a derivative work of any encrypted or encoded portion of the Robocorp Services, or any other portion of the Robocorp Services, (f) publicly disseminate performance information or analysis related to the Robocorp Services including, without limitation benchmarking test results; (g) use the Robocorp Services other than as permitted by the Subscription Plan; (h) provide any inaccurate or untrue information in connection with Customer's use of Robocorp Services, (i) share any user or login credentials to the Robocorp Services, (j) change any proprietary rights notices which appear in the Robocorp Services or Documentation, or (k) submit Prohibited Information to the Robocorp Services. Customer will be solely responsible for, and represents and warrants that it has, obtained all necessary consents and licenses in order for Robocorp to make available the Robocorp Services to Customer, and process any data submitted by Customer to Robocorp or the Robocorp Services.
- 4.3 **Suspension.** Robocorp reserves the right to restrict, suspend, or terminate access to the Robocorp Services at any time, if in Robocorp's sole determination, Customer is using the Robocorp Services in a manner that violates applicable laws or the terms of this Agreement, fails to make payment to Robocorp, or creates an Excess Burden on Robocorp's systems.
- 4.4 **Beta Services.** From time to time, Robocorp may make Beta Services available to Customer at no charge. Customer may choose to utilize such Beta Services in Customer's sole discretion. Beta Services are intended for evaluation purposes, are not fully supported and may be subject to additional terms and fees that may be presented to Customer. Beta Services are provided on an "as-is" and "as available" basis without any warranty, support, maintenance, storage, service-level agreement or indemnity obligation of any kind and are not considered "Robocorp Services" hereunder, even if displayed in the user interface; provided, however, that all restrictions herein, Robocorp's reservation of rights and Customer's obligations concerning the Robocorp Services shall apply

equally to Customer's use of Beta Services. Robocorp may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Robocorp will have no liability for any harm or damage arising out of or in connection with a Beta Service. Beta Services may be considered Confidential Information of Robocorp, if so denoted or communicated by Robocorp to Customer. Customer will not disclose (including, but not limited to, in a press release or public statement) any information about, involving or regarding Beta Services (including the existence of), except as agreed by Robocorp in writing.

- 4.6 **AUP.** Customer will not use the Robocorp Services to: (i) upload or transmit any content that is unlawful, harmful, threatening, libelous, or otherwise objectionable; (ii) harm Robocorp or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent Customer's affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any content that Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (v) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (vii) interfere with or disrupt the Robocorp Services or servers or networks connected to the Robocorp Services; or (viii) intentionally or unintentionally violate any applicable local, state, national or international law or regulation.
- 4.7 **Third Party Products.** Customer may elect to use Third Party Products with the Robocorp Services. Such Third Party Products, any exchange of data between Customer and any provider of a Third Party Product, and any terms governing such Third Party Products are solely between Customer and the provider of such Third Party Product. Robocorp assumes no responsibility for, and specifically disclaims any liability, warranty, and obligation with respect to Third Party Products.

5. Confidentiality.

- 5.1 **Definitions.** For purposes of this Agreement, the party disclosing Confidential Information is the "**Discloser**," and the party receiving Confidential Information is the "**Recipient**." Confidential Information means all information that is marked or identified as confidential or proprietary at the time of disclosure or that would be reasonably understood to be confidential based on the nature and circumstances surrounding disclosure.
- 5.2 **Obligations.** Confidential Information excludes information that is: (a) known to Recipient without restriction before receipt from Discloser; (b) publicly available through no fault of Recipient; (c) rightfully received by Recipient from a third party without a duty of confidentiality; or (d) independently developed by Recipient without use of or reference to Discloser's Confidential Information. If Confidential Information is required to be produced by law, court order, or governmental authority, Recipient must (subject to legal prohibition) immediately notify Discloser and only disclose the information required. Recipient will use Discloser's Confidential Information only for the purposes provided and as directed by Discloser. Confidential Information may not be disclosed to any third party other than Recipient's employees and contractors that need to know such information and that are subject to obligations of confidentiality to Recipient no less restrictive than the terms set forth herein. At Discloser's request, all written, recorded, graphical, or other tangible Confidential Information, including copies, must be returned to Discloser or destroyed by Recipient. At the request of Discloser, Recipient will certify in writing that any Confidential Information not returned to Discloser has been destroyed. For the avoidance of doubt, Robocorp IP (defined below) is Robocorp's Confidential Information.

6. Intellectual Property.

- 6.1 **Robocorp IP.** Robocorp owns all intellectual property and proprietary rights in the Robocorp Services, Beta Services, and Documentation, including but not limited to any modifications and derivative works of the foregoing (collectively, "**Robocorp IP**").

- 6.2 **Feedback.** In the event that Customer provides Robocorp with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback related to Robocorp IP (collectively, "**Communications**"), Customer grants Robocorp a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use, modify, and distribute such Communications in any manner without compensation to Customer or attribution of any kind. Communications do not include Customer's Confidential Information or Customer Content.
- 6.3 **Ownership and Use of Customer Content.** Subject to the rights expressly granted to Robocorp in this Agreement, as between Robocorp and Customer, Customer reserves all right, title and interest in and to the Customer Content, including all related intellectual property rights. Customer hereby grants to Robocorp a non-exclusive, non-transferable right (except as expressly granted in this Agreement) and license to store, access, use, and transfer the Customer Content as described in this Agreement and the DPA.
- 6.4 **Aggregated Data.** Robocorp may generate de-identified and aggregated metric data based on Customer's use of the Robocorp Services ("**Aggregated Data**"). Aggregated Data does not directly or indirectly identify Users, or include Customer Content. Robocorp owns all right, title and interest to the Aggregated Data and any derivative works thereof.

7. Warranties and Disclaimers.

- 7.1 **Customer Warranties.** Customer represents and warrants that (i) it and its use of the Robocorp Services will comply with laws applicable to Customer, and (ii) it owns or has obtained all necessary rights, title and interest, provided all appropriate notices and disclosures, and obtained all necessary permissions and consents, to use the Robocorp Services and transfer Customer Content to Robocorp for the purpose of processing such Customer Content in accordance with this Agreement.
- 7.2 **Robocorp Warranties.** Robocorp represents and warrants that (i) Robocorp will comply with all laws applicable to Robocorp and (ii) the Robocorp Services will substantially comply with its Documentation. In the event of a breach of (ii), as Customer's sole and exclusive remedy, Robocorp will repair or replace the non-conforming Robocorp Services.
- 7.3 **Disclaimer.** TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAWS, THE ROBOCORP SERVICES, DOCUMENTATION AND ANY RELATED SUPPORT SERVICES INCLUDING ALL UPDATES, BUG FIXES, WORK AROUNDS, OR ERROR CORRECTIONS, ARE PROVIDED TO CUSTOMER "AS-IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.
- 7.4 **Export Compliance.** Customer warrants it shall comply with all U.S. export control and economic sanctions laws and regulations as they relate to access to and use of the Robocorp Services. Customer shall not access or use the Robocorp Services if Customer is located in any jurisdiction in which the provision of the Robocorp Services is prohibited under U.S. or other applicable laws or regulations (a "**Prohibited Jurisdiction**") and Customer shall not provide access to the Robocorp Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (i) Customer is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (ii) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction; (iii) Customer shall not permit its Users or any agents to access or use the Robocorp Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; (iv) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer, its Users and its agents are located; and (v) Customer shall not access and use the Robocorp Services for the benefit or on behalf of any person listed in any applicable government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list.

8. Limitation of Liability.

- 8.1 IN NO EVENT WILL COMPANY OR ITS AFFILIATES BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 8.2 COMPANY AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO COMPANY PURSUANT TO THE ORDER FORM GIVING RISE TO THE CLAIM DURING THE INITIAL TERM OR RENEWAL TERM IMMEDIATELY PRECEDING THE TIME THE CLAIM AROSE.
- 8.3 THE PROVISIONS OF THIS SECTION 8 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND COMPANY. COMPANY'S FEES FOR THE ROBOCORP SERVICES REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

9. Indemnification.

- 9.1 **By Robocorp.** Robocorp will defend Customer against any third party claim brought against Customer claiming that such Robocorp Services as licensed under this Agreement infringe such third party's patent or copyright valid and enforceable in the United States ("**Infringement Claim**") and indemnify Customer from the resulting costs and damages finally awarded by a court of competent jurisdiction against Customer to the third party making such Infringement Claim, provided that Customer gives Robocorp: (a) prompt written notice of the Infringement Claim, (b) exclusive control over the defense and settlement of the Infringement Claim, and (c) reasonable cooperation in connection with the defense and settlement of the Infringement Claim. Robocorp will have no liability if the alleged infringement is based on: (i) combination of the Robocorp Services with other Robocorp Services, data or business process not developed and provided by Robocorp, (ii) use for a purpose or in a manner for which the Robocorp Services was not designed, (iii) use of any older release of the Robocorp Services when use of a newer revision would have avoided the infringement, (iv) any modification of the Robocorp Services made by anyone other than Robocorp, (v) Robocorp's compliance with any materials, designs, specifications or instructions provided by Customer, (vi) any third party or open source software, or (vii) Customer's use of the Robocorp Services after Robocorp notifies Customer to discontinue running it due to an Infringement Claim. Should Robocorp Services become, or in Robocorp's opinion be likely to become, the subject of such an Infringement Claim, Robocorp will, at its option and expense, (a) procure for Customer the right to make continued use of the Robocorp Services, (b) replace or modify such so that it becomes non-infringing, or (c) terminate this Agreement and refund any prepaid but unused Fees paid therefor.
- 9.2 **By Customer.** Customer will defend Robocorp at Customer's expense from any and all claims, demands, suits or proceedings ("**Claims**") brought against Robocorp by a third party arising out of (i) allegations that Customer's use of the Robocorp Services beyond the scope described in this Agreement, violates the rights of such third party; (ii) Customer Content infringes or otherwise violates a third party's property, privacy, or other rights; (iii) Customer's breach of this Agreement; or (iii) Customer fails to comply with applicable laws, rules or regulations in performance of this Agreement. Further, Customer shall indemnify and hold Robocorp harmless against all costs (including reasonable attorneys' fees) finally awarded against Robocorp by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such Claims.
- 9.3 THIS SECTION 9 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

10. Term and Termination.

- 10.1 **Term.** This Agreement will be in effect until all outstanding Order Forms have expired or have been terminated in accordance with this Agreement. Each Order Form will be in effect for the period specified on the Order Form (the "**Initial Term**") and will automatically renew for successive periods equal to the Initial Term (each a "**Renewal Term**" and together with the Initial Term, the "**Subscription Term**"). Either party may elect not to renew an Order Form by

providing the other party with no less than sixty (60) days' notice prior to the commencement of a Renewal Term. The expiration or termination of an Order Form will not terminate any other Order Form in effect. Either party may terminate this Agreement or Order Forms upon notice and with immediate effect: (a) in the event that the other party breaches this Agreement and does not cure such breach within thirty (30) days following of written notice of such breach, (b) in the event that the other party ceases business, becomes insolvent or bankrupt or if a receiver, examiner, administrator or administrative receiver is appointed over any part of that party's business, or (c) in the event there are no outstanding Order Forms.

10.2 **Survival.** Sections 1, 3, 5, 6, 7, 8, 9, 10.2, 10.3, and 12 will survive the expiration or termination of this Agreement.

10.3 **Audit.** During the term of this Agreement and for one (1) year following termination or expiration of this Agreement (but no more than once in a calendar year), Robocorp and its auditors may inspect Customer's records relating to its use of the Robocorp Services for the purposes of verifying Customer's compliance with this Agreement and the Subscription Plan. Customer will cooperate fully with Robocorp and its auditors in conducting audits and provide reasonable assistance. If an underpayment is discovered, Customer will promptly pay such amount and Customer will reimburse Robocorp for the reasonable cost of the audit.

11. Data Privacy

11.1 **Data Privacy Addenda.** To the extent Customer Content includes Personal Information sent by Customer through the Robocorp Services, the terms of the Data Processing Addendum ("**DPA**") found at www.robocorp.com/dpa shall apply and be deemed incorporated into this Agreement.

11.2 **Hosting and Processing.** Customer Content is hosted and stored by Robocorp in the United States or, for Customers configuring the Robocorp Services to use Robocorp's data residency program, in Europe. In providing aspects of the Robocorp Services, Robocorp's service providers may process Customer Content, including, without limitation, any associated Personal Information, within the United States, the European Economic Area, and in other countries and territories as identified in the DPA.

12. General.

12.1 **Governing Law.** This Agreement, and any dispute relating to or arising out of this Agreement, will be governed by and in accordance with the laws of Delaware, without giving effect to the conflict of laws provisions. For all disputes arising out of this Agreement, each party consents to the exclusive jurisdiction of the federal and state courts located in San Francisco, California.

12.2 **Notices.** Unless otherwise specified in this Agreement, all notices will be in writing and will be mailed (via registered or certified mail, return receipt requested), delivered by a nationally recognized express courier service with the ability to track shipments, or personally delivered to the other party at the address set forth above (or at such other address as either party may designate in writing to the other party). Alternatively, notices may be emailed to info@robocorp.com. All notices will be effective upon receipt.

12.3 **Assignment.** This Agreement is binding on the parties to this Agreement, and there are no third party beneficiaries. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, Robocorp may assign this Agreement to an Affiliate in connection with a merger, acquisition, asset transfer, or corporate reorganization.

12.4 **Integration.** This Agreement together with all Order Forms is the entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. All amendments to this Agreement must be in writing, executed by both parties and expressly state that they are amending this Agreement. Notwithstanding the foregoing, Robocorp reserves the right to modify this Agreement from time to time, by posting the modified terms on the Robocorp website. Any updated version of this Agreement will become effective as of the posting date and will supersede all prior versions. Customer's continued use of the Robocorp Services after the updated version has been posted, will constitute Customer's acceptance of such updated terms and no separate notice will be required.

Any additional or conflicting terms set forth in a purchase orders or other ordering document received from Customer or its authorized representatives are void and unenforceable.

- 12.5 **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver thereof. No waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power, or remedy, the waiver will not waive any successive or other right, power, or remedy the party may have under this Agreement. If any provision is found to be unenforceable, it and any related provisions will be interpreted to best accomplish its essential purpose.
- 12.6 **Force Majeure.** Neither party will be liable for failures or delays in performance due to causes beyond its reasonable control, including, but not limited to, any act of God, fire, earthquake, flood, storm, natural disaster, accident, pandemic, endemic, labor unrest, civil disobedience, act of terrorism or act of government; however, the inability to meet financial obligations is expressly excluded.