

micropsi industries GmbH

Master Software License, Service, and Support Agreement

v26.1

THIS MASTER SOFTWARE LICENSE, SERVICE, AND SUPPORT AGREEMENT (the “**Agreement**”) sets forth the terms and conditions of Customer’s acquisition of Products and Services (as those terms are defined below) from Micropsi. Any customer order will be governed by this agreement and supersede any other terms or conditions, unless specifically agreed to by Micropsi.

1. Definitions

- 1.1 “**Affiliate**” means, with respect to either Micropsi or Customer, any corporation, company, partnership, joint venture and/or firm which controls, is controlled by or is under common control with Micropsi or Customer, as applicable. As used in the definition of Affiliate, “control” means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction); and (b) in the case of non-corporate entities, the direct or indirect power to manage, direct or cause the direction of the management and policies of the non-corporate entity or the power to elect more than fifty percent (50%) of the members of the governing body of such non-corporate entity.
- 1.2 “**Authorized Users**” means employees of Customer, employees of Customer Affiliates, and those third parties, including any consultants and contractors of Customer, who are authorized by Customer or Customer Affiliates to access and use the Software as set forth in the applicable Order, in each case subject to the terms of this Agreement.
- 1.3 “**Confidential Information**”: means (a) the terms of this Agreement and any Order (as defined below); (b) any confidential, proprietary or trade secret information of the disclosing party (“**Discloser**”) that, if in tangible form, is marked as confidential, secret or with a comparable legend or, if disclosed orally or visually, is identified as confidential at the time of disclosure; and (c) any information relating to the business, operations or activities of the Discloser that a reasonable person would understand, based on the nature of the information and the circumstances surrounding the disclosure, ought to be treated as confidential by the receiving party (“**Recipient**”). For the avoidance of doubt, Micropsi Property (as defined in Section 5) is the Confidential Information of Micropsi and Customer Data is the Confidential Information of Customer.
- 1.4 “**Customer Data**” means any information, including video or image data, recorded by Customer, and/or its Authorized Users that is submitted for processing and storage by the use of the Software under this Agreement in addition to processed data in the form of outputs or otherwise. Customer Data excludes usage data, reports, statistical data, and other data recorded and submitted by

Customer and/or its Authorized Users that is generally applicable to use of certain equipment and software used in combination with the Software and metadata automatically generated by use of the Software.

- 1.5 **“Documentation”** means operating instructions, manuals, and training videos.
- 1.6 **“Effective Date”** is the date, specified in the Quote, from which a License will be considered valid and the first term of the Support period begins.
- 1.7 **“License”** and **“License Level”** have the meanings set forth in Section 3.2.
- 1.8 **“License Term”** means the specific period of time defined by the License level set forth in the Quote, or explicitly defined in the Quote, during which Micropsi grants Customer a License to the Software.
- 1.9 **“Order”** means the software license and services described in Section 3, as offered by Micropsi in a Quote.
- 1.10 **“Personnel”** means agents, employees or subcontractors of Micropsi or its Affiliates that are engaged in delivering the Services for a particular Order.
- 1.11 **“Products”** means the License(s) to the Software purchased by Customer pursuant to a particular Order.
- 1.12 **“Quote”** means an offer made by Micropsi, including the format and terms of an Order, specifying License Level, price, payment terms, and scope of Services offered under this Agreement.
- 1.13 **“Services”** means the services to be provided by Micropsi as set forth in the applicable Order, including, if applicable, Support.
- 1.14 **“Software”** means Micropsi’s proprietary software as described in Exhibit A, whether such software (or any portion thereof) is installed on Customer equipment, Documentation for such software, and any updates, upgrades, or enhancements to such software and/or documentation that become part of Micropsi’s standard Product known as “Mirai” in each case that is made available to customers generally by Micropsi from time to time (which for the avoidance of doubt (i) will not include updates, upgrades or enhancements that Micropsi creates on a custom basis for any third-party, or (ii) does not create any obligation of Micropsi to create or conform any such updated, upgrades or enhancements to any of Customer’s derivative works, improvements, updates, upgrades or enhancements.
- 1.15 **“Support”** means maintenance and support of the Software as described on Exhibit B.
- 1.16 **“Term”** has the meaning set forth in Section 8.1.
- 1.17 **“Third-Party Materials”** means materials, documents, content, works of authorship, code, libraries, software, OSS, datasets and technical information that incorporate, make use of or are

otherwise dependent upon any intellectual property of any type which is not created solely by Micropsi. Exhibit A defines how to obtain a list of Third-Party Materials currently in use.

2. Quotes, Orders and Payments

- 2.1 Micropsi will offer Services and license to the Software in a Quote, and Customer will accept the terms specified in the Quote in an Order. Customer's purchase order shall follow the detail and form of the Quote, and shall be subject to the terms of this license agreement, which will supersede any standard terms and conditions Customer may have in effect.
- The Quote will reference this agreement and specify, in case a license to the Software is offered, the License Level. The Quote may also substitute and override the contents of any of the Exhibits to this agreement, such that in the event of a conflict between the Exhibit attached to this agreement and the Exhibit attached to the Quote, the contents of the Exhibit attached to the Quote will be effective.
- 2.2 Micropsi will perform the Services and grant a license to the Software, in each case as specified in a Quote by Micropsi and an Order following the Quote in detail and form. Each Order is subject to the terms and conditions in this Agreement. In the event of a conflict between any term or condition of an Order, or document or form used by the Parties, the terms and conditions of this Agreement will control, except as expressly amended for an individual Order by specific reference in the Order to the Quote that offered such amendment. No Products or Services will be provided by Micropsi except pursuant to an Order.
- 2.3 Changes to any Order will be made only in accordance with Section 13.6.
- 2.4 For the license and services provided hereunder, Customer will pay Micropsi the fees according to the terms specified in a Quote and accepted in an Order. All payments shall be made in EUR. Customer will pay all undisputed amounts on each invoice within thirty (30) days after Customer's receipt of a correct invoice, unless specified otherwise in the Quote. Any taxes will be separately stated on the applicable invoice to Customer. Micropsi will not be entitled to any other payments, fees, reimbursements, royalties or consideration of any kind. Each Party shall be responsible for its own taxes that are imposed on it under applicable prevailing tax laws and regulations.
- 2.5 On the Effective Date, Micropsi shall make the Software available for download by Customer on a secure FTP site or through an equivalent mechanism agreed-upon between Customer and Micropsi and documented in Exhibit C.
- 2.6 If not specified otherwise in the Quote, payments will be made by Customer to a Micropsi bank account, in full, 30 days after the receipt of a correct invoice.

3. Software License and Service Terms

- 3.1 Micropsi agrees to provide, and Customer agrees to take and pay for, the Products as set out in the applicable Order.

- 3.2 Upon purchase of a license to the Software under an Order, Micropsi hereby grants to Customer and its Affiliates, according to the ordered License Level, and under the terms and conditions set forth in this Agreement:

- 3.2.1 In case of the License Level “**System Partner License**”: a perpetual, irrevocable, non-transferable, non-exclusive, royalty-free, fully paid-up, worldwide license to use, access and copy the Software for a limited number of MIRAI client installations as specified in the Quote or, if no limit has been specified in the Quote: limited to 8 MIRAI client installations
- 3.2.2 in case of the License Level “**Test License**”: a 1-year-valid, irrevocable, non-transferable, non-exclusive, royalty-free, fully paid-up, worldwide license to use, access and copy the Software in an unlimited number of installations
- 3.2.3 in case of the License Level “**Flatrate License**”: a perpetual, irrevocable, non-transferable, non-exclusive, royalty-free, fully paid-up, worldwide license to use, access and copy the Software in an unlimited number of installations
- 3.2.4 in case of the License Level “**Source Code License**” and “**Extended Source Code License**”: a perpetual, irrevocable, non-transferable, non-exclusive, royalty-free, fully paid-up, worldwide license to use, access, copy, modify, and create derivative works of the Software, which will be delivered in source code form as well as object code form, in an unlimited number of installations

(a) to process video and image data and enable automation of existing robotics systems used by Customer or its Affiliates, and (b) to develop or improve automation products or tools for the internal use of Customer or its Affiliates (the “License”) and (c) only in the case of the License Level “Extended Source Code License”, to develop or improve automation products or tools for use in the Customer or its Affiliates’ own commercial products.

The License includes the right of Customer or its Affiliates to provide access to Authorized Users to perform services on behalf of Customer or its Affiliates. For the avoidance of doubt, Customer is not obligated to provide derivative works of the Software to Micropsi.

- 3.3 Except as provided under Section 3.2, Customer will not, and will not permit any person or entity to (a) disassemble, reverse-compile, reverse-engineer the Software; (b) display, publish, rent, resell, lease, distribute, time share or remarket the Software, or provide access to the Software to other third party, or use the Software for the benefit of third party or to build a similar or competitive product; (c) introduce or attempt to introduce into the Software any virus or implement a denial of service attack or introduce, attempt to introduce or implement any other code or routine which results in or may result in disruption or damage to the Software; (d) use the Software in any way that violates laws, or infringes or violates the rights of others including third-party intellectual property rights, privacy or publicity rights, or that interferes with other users of Micropsi’s services or products; or (e) remove any proprietary, copyright, trademark, or service mark legend from any Software. Customer will ensure that its Authorized Users comply with the terms and conditions of this Agreement including without limitation regarding use of and access to the Software, and Customer is responsible for any breach of this Agreement by its Authorized Users. At Micropsi’s request, Customer will promptly terminate an Authorized User’s access to and use of the Software

if such individual has breached the terms and conditions regarding use of the Software until such breach has been cured.

- 3.4 The granting of a License does not imply any transfer of intellectual property. All Licenses offered under this agreement are non-exclusive and do not generate any restrictions on Micropsi concerning the licensing of current or future versions of the Software to third parties. Source code, documentation, or know-how generated by Micropsi personnel while providing Support under the terms and conditions set forth in Exhibit B will remain Micropsi's intellectual property (and may or may not become available as part of later releases of the Software).
- 3.5 Any Services and Support fee will be charged separately under the Order for an initial period of **1 year** (unless specified differently in the Quote) from the Effective Date. Thereafter, further Support will be subject to mutual agreement of the Parties. The terms and conditions set forth in Exhibit B apply to Micropsi's obligations for Support purchased by Customer through an Order.
- 3.6 Personnel will perform the Services in a timely and professional manner, during normal business hours, exercising due skill and care and will use reasonable endeavors to meet any mutually agreed to target dates.

4. Customer Obligations

- 4.1 Customer is solely responsible for providing all equipment that the Software installed on Customer equipment will be used with, provided that upon mutual agreement of the parties:
- 4.2 Customer will provide Micropsi, in a timely manner, with all information and help reasonably required by Micropsi and will make available such of its own appropriately qualified staff as may be reasonably required to assist Micropsi with performance of the Order, including for Services required to be performed onsite at Customer premises (a) the applicable Personnel with such facilities at its premises as may be reasonably necessary to enable the Personnel to perform the Services; (b) providing access to those areas of Customer's premises that are required for performance of the Order; (c) authorizing the applicable Personnel to have access to those networks, computer systems and applications to which it is reasonably necessary to have access for the performance of the Order; (d) taking reasonable steps to ensure the health and safety of Personnel while they are at Customer's premises; and (e) responding and communicating with Micropsi promptly to avoid delays in performance of the Order.
- 4.3 Customer represents and warrants that: (a) any computer hardware or software (other than Products) that Micropsi is asked and/or required to use or modify for the purpose of the Services are either the property of the Customer or are legally licensed to Customer and that Customer has the necessary rights and permissions to allow Micropsi to use and make such modifications; and (b) it is only supplying Micropsi with, and uploading into the Software, data that Customer has the right to supply and/or upload for the purposes of Micropsi performance of this Agreement and Customer's exercise of the License in accordance with the terms of this Agreement.

- 4.4 In the event of an acquisition of Micropsi by a third-party acquiror, Customer agrees upon request of Micropsi to disclose to such acquiror a list of Customer Affiliates and third-party contractors or consultants who are Authorized Users of the Software.

5. Proprietary Rights

- 5.1 Customer will retain all, right, title and interest in and to Customer Data. During the Term, Customer hereby grants to Micropsi a revocable, non-exclusive, fully paid-up, license to use Customer Data solely to perform the Services and Support and solely for the duration of performance of the Services and Support.
- 5.2 Micropsi will retain all right, title and interest in and to the (a) Software (excluding modifications or derivative works generated by Customer); (b) all inventions, know-how, ideas, techniques, equipment, software, documentation, tools or processes used by Micropsi in performing the Services, including but not limited to usage data, reports, statistical data, and other data generally applicable to use of certain equipment and software used in combination with the Software, and metadata generated by the use of the Software; (c) all improvements, enhancements, and modifications made to any of the foregoing in (a) and (b) as a result of rendering Services under an Order; and (d) all new inventions, know-how, ideas, techniques, equipment, software, documentation, tools, improvements, enhancements, and modifications or processes created or made by Micropsi in performing the Services (collectively (a) through (d), with all associated intellectual property rights, the **"Micropsi Property"**).

6. Confidentiality

- 6.1 Prior to entering into this Agreement, the Parties had access to, and as a result of the acceptance of this Agreement the Parties will have access to, Confidential Information of the other Party. Each Party agrees not to (a) disclose the other party's Confidential Information without the other Party's express written consent except as permitted by Section 6.2, or (b) use the other Party's Confidential Information for any purpose other than the performance of this Agreement or reasonable exercise of rights granted to it in this Agreement. Without limiting the foregoing, each Party will exercise at least the same degree of care that it uses to protect its own Confidential Information (and, in any case, no less than a reasonable degree of care) to protect the Discloser's Confidential Information. Recipient will return or destroy all of the Discloser's Confidential Information upon the earlier of the request of the Discloser and the expiration or termination of this Agreement, and upon Discloser's request, provide written certification of the same.
- 6.2 The Recipient may disclose the Discloser's Confidential Information only to such of its employees, agents, contractors, or consultants (**"Recipient's Personnel"**) who have a need to know the Discloser's Confidential Information for the purposes of performing this Agreement or exercising Recipient's rights, and then only to Recipient's Personnel who have been advised of the confidential nature of the Discloser's Confidential Information and who are under a confidentiality and non-use obligation no less stringent than the provisions hereof. Recipient will be responsible for any violation hereof by Recipient's Personnel.

- 6.3 The obligations herein undertaken will not apply to any Confidential Information: (a) which is or becomes generally available to the public through no fault of the Recipient; (b) rightfully disclosed without obligation of confidentiality to the Recipient by a third party having the legal right to disclose such Confidential Information; (c) is in Recipient's possession at the time of disclosure other than as a result of Recipient's breach of any legal obligation; or (d) independently developed by the Recipient without use of, reference to, or reliance upon the Confidential Information of the Discloser. Recipient may disclose Discloser's Confidential Information pursuant to a court order or pursuant to governmental action, provided that before such disclosure, if permitted by applicable law, the Recipient will notify the Discloser in writing of the request, takes all reasonable and lawful actions to avoid or mitigate the degree of such disclosures, and cooperates reasonably with Discloser in any efforts to seek a protective order.

7. Indemnification

- 7.1 Micropsi will indemnify, defend and hold harmless Customer from and against any and all losses, damages, liabilities or expenses, including reasonable attorneys' fees (collectively, "**Losses**") in connection with claims brought by a third party to the extent arising out of Micropsi's infringement, misappropriation or violation of a third party's patent, copyright, or trademark by the Software (except to the extent that such infringement, misappropriation or violation results from Customer's breach of this Agreement or any Order, Customer Data, or Customer use of any third-party hardware or software, or modifications to the Software not made by Micropsi). In the event any such claim is made, Micropsi, at its option and expense, will have the right, but not the obligation, to procure the right for Customer to continue to use the Software or infringing part thereof; or modify, amend or replace the Software or infringing part thereof so it is no longer infringing with substantially the same functionality; or refund a prorated portion of the fee paid for the License to the Software for the unused portion of the remaining License Term, except in the case of a perpetual License which shall be as depreciated on a five (5) year basis from purchase of such License.
- 7.2 Customer will indemnify, defend and hold harmless Micropsi from and against any and all Losses in connection with claims or actions brought by a third party, to the extent arising out of or relating to (a) the Customer Data or any materials provided by Customer to Micropsi or the use by Micropsi of such materials in connection with any Services, infringing, misappropriating or violating any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of a third party; or (b) the Customer's breach of this Agreement or an Order.
- 7.3 Each Party must notify the other Party within thirty (30) days after receipt of any claims made for which the other Party might be liable under Section 7.1 or 7.2, as applicable. The indemnifying Party will have the sole right to defend, negotiate, and settle such claims. The indemnified Party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense; provided, however, that the indemnifying Party will have final decision-making authority regarding all aspects of the defense of the claim. The indemnified Party will provide the indemnifying Party with such information and assistance as the indemnifying Party may reasonably request, at the expense of the indemnifying Party. Neither Party will be responsible or bound by any settlement of any claim or suit made without its prior written consent; provided, however, that the indemnified Party will not unreasonably withhold, condition or delay such consent. Nothing herein

will restrict the right of a Party to participate in a claim, action or proceeding through its own counsel and at its own expense.

8. Expiration And Termination

8.1 *Term.* This Agreement will continue in effect from the Effective Date (the “**Term**”) unless and until either party terminates this Agreement as permitted by Section 8.2.

8.2 *Termination for Material Breach.* In the event either party defaults in any material obligation in this Agreement or an Order, the non-defaulting party will give written notice of such default. If the party in default has not cured the default within forty-five (45) days of receipt of notice, the non-defaulting party may terminate this Agreement or the applicable Order by delivering notice thereof to the defaulting party. For clarification, termination for material breach shall not result in revocation of the License.

8.3 *Effect of Termination or Expiration.*

- a) *Expiration of this Agreement.* In the event this Agreement expires, Orders that were in effect prior to the expiration of this Agreement and that are pending will continue to be governed by the terms and conditions of this Agreement and the terms and conditions of this Agreement will be deemed extended solely for the purposes of such Order until, as applicable for such Order, the expiration of the applicable License Term, and/or completion of the Services under such Order provided that Services will be provided without disruption.
- b) *Termination of this Agreement or an Order.* Termination of this Agreement will terminate all Orders, and termination of an Order will terminate, as applicable to such Order, Support or other Services, but not the License so that Customer may continue to use the Software under the same terms as are in this Agreement.
- c) *Effect of Termination on Perpetual License.* If the License granted under an Order is perpetual, then the License will remain in effect; provided that for the avoidance of doubt, Micropsi shall have no other surviving obligations hereunder.
- d) *General.* Upon termination, (i) accrued but unpaid fees for Services rendered, Products ordered and expenses incurred under this Agreement and the applicable Orders will become due and payable by Customer to Micropsi according to the payment terms set forth herein and Micropsi will submit an invoice for all such amounts, and Customer will promptly pay such invoices; (ii) if Customer has terminated this Agreement for Micropsi’s uncured breach under Section 8.2, Micropsi will within sixty (60) days refund any monies paid in advance by Customer for Services not rendered under such Order up to the termination date.

8.4 *Return of Data Post Termination.* Upon expiration or termination of an Order, for a period of thirty (30) days’ after such expiration or termination, Micropsi will, upon request of Customer and at no

additional charge, securely delete all instances of Customer Data on its systems or in its possession and provide written certification thereof.

8.5 *Survival*. The terms in Sections 2.3, 3.2, 3.3, 4.1 through 4.4, 5, 6, 7, 8.3, 8.4 (but only for the period specified herein) 8.5, and 9 through 13 will survive the expiration or termination of this Agreement.

9. Representations and Warranties.

Micropsi makes the following representations and warranties.

- 9.1 *General*. Micropsi represents and warrants (a) it has all requisite corporate power and authority to execute, deliver, and perform its obligations hereunder, (b) it is duly licensed, authorized, or qualified to do business and is in good standing, (c) it is not a party to any agreement with a third party, the performance of which is reasonably likely to adversely affect its ability or the ability of Customer to fully perform its obligations hereunder, and (d) it owns all rights, title and interest in and to its own information and possesses all rights necessary to grant to Customer the License.
- 9.2 *Non-Infringement*. Micropsi represents and warrants that the Software does not infringe the intellectual property rights of any third party or be subject to any restrictions or to any liens, security interests, encumbrances or encroachments. Micropsi agrees that it will notify Customer immediately if Micropsi becomes aware of any actual or potential claims that could affect Micropsi's ability to fully perform under this Agreement.
- 9.3 *Third-Party Materials*. To the extent that the Software contains, in whole or in part, Third-Party Materials, or are dependent for their use on Third-Party Materials, Micropsi will identify each such item including, in the case of OSS, the release version and the applicable license. Micropsi represents and warrants that the Software contains no Third-Party Materials that are subject to "copyleft" provisions or similar terms with the effect of obligating Customer to publish source code or make it available to third parties.
- 9.4 *No Harmful Material*. Micropsi represents and warrants that Customer's use or access of the Software will not cause any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code to be installed or introduced on Customer's computer, telecommunication or other information systems (collectively, "**Systems**").
- 9.5 *No Disruption*. Micropsi represents and warrants that, except if and to the extent expressly necessary for performance of the Services or Support, in no event will Micropsi or any parties acting on its behalf disable or interfere with Customer's use of or access to the Software, Customer Platforms Information or Customer Platforms Data, or any software, hardware, Systems or data owned, utilized or held by Customer without the written permission of Customer.
- 9.6 *Services Warranty*. Micropsi represents and warrants that Micropsi will render the Services and Support in a professional manner consistent with highest industry standards, and all personnel providing the Software Services and Services will be appropriately trained and qualified.
- 9.7 *Pass-Through of Third-Party Warranties*. Micropsi will provide to Customer, to the extent permitted thereunder, the full benefit of all covenants, warranties, representations and indemnities granted to Micropsi by third parties in connection with the Services.
- 9.8 *Open Source*. All open-source components in the Software will be disclosed to Customer including by component name, version number, and governing license. The Software does not include any viral components.

10. Limitation of Liability; Disclaimer of Warranties

- 10.1. Micropsi's aggregate liability to the other party for losses, damages, costs, expenses and other amounts arising out of or relating to this agreement or the services, regardless of theory of liability, will be limited to the fees paid to micropsi by customer for the particular product or services under the order giving rise to such liability during the immediately twelve (12) month period preceding when the liability arose. Customer acknowledges that micropsi has set the fees and entered into this agreement in reliance on the disclaimers and the limitations of liability set forth in this agreement and that the same forms an essential basis of the bargain between the parties.
- 10.2. Except for a breach of confidentiality under section 6, in no event will either party be liable for indirect, incidental, special, exemplary, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including without limitation loss of income, data, goodwill, or security breaches or intrusions), whether based on warranty, contract, tort (including negligence), product liability or otherwise, to the other party, even if advised of the possibility of such damage or such damages could have been reasonably foreseen.
- 10.3. Except as expressly set forth in sections 9.1 through 9.8, micropsi, its licensors and its suppliers make no representations or warranties, express or implied, statutory, by operation of law, or otherwise, in any manner or form, and including without limitation any warranty of non-infringement, implied warranty of merchantability or fitness for a particular purpose, or that the access to or use of the software will be error-free, uninterrupted or secure. Customer acknowledges that any information or results generated, obtained or acquired through the use of the software is at customer's sole risk and discretion. Micropsi, its licensors, and its suppliers are not liable or responsible for any use thereof by customer.
- 10.4. Micropsi will not be liable to Customer for any delay or failure to perform an Order as a result of any act, events, omissions, happenings or non-happenings beyond its reasonable control.

11. Governing Law & Jurisdiction

- 11.1. This Agreement will be governed and construed under the laws of The Federal Republic of Germany. The parties expressly reject any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

12. Miscellaneous

- 12.1. *Assignment.* Neither Party may assign or transfer this Agreement in whole or in part without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided that either Party may assign this Agreement in connection with a sale of all or substantially all of its stock or assets, or a merger or change of control, or to its Affiliate, without prior written consent of the other Party. Any assignment or attempted assignment without the required prior written consent will be void. The terms of this Agreement will be binding upon and will inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 12.2. *No Strict Construction; Headings.* This Agreement has been prepared jointly and will not be strictly construed against either Party. The Section headings are included solely for convenience of reference and will not control or affect the meaning or interpretation of any of the provisions of this Agreement. The words "include," "includes" and "including" when used in this Agreement are deemed to be followed by the phrase "but not limited to".
- 12.3. *Notices.* All notices, requests, demands, and other communications will be in writing in either the German or the English language. All notices required or permitted under this Agreement must be delivered personally or sent by courier or registered or certified airmail or will be effective upon receipt and sent to the addresses noted below. The Parties may update such information with reasonable prior notice.

micropsi industries GmbH Work Box Nr. 321 Lise-Meitner-Straße 39-41 10589 Berlin zu Hd.: Ronnie Vuine, Wilina Bergen
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- 12.4. *Independent Contractor.* Micropsi is an independent contractor and not an agent or employee of Customer. Micropsi will not in any way represent itself to be an agent, employee, partner, or joint venturer of or with Customer. Neither party has any authority to obligate or bind the other by contract or otherwise. Micropsi has the full power and authority to determine the means, manner and method of the performance of an Order.
- 12.5. *Entire Agreement.* This Agreement, together with all Orders, constitutes the entire agreement between the Parties with respect to the specific subject matter of this Agreement and all prior agreements, oral or written, with respect to such subject matter are superseded. Without limiting the generality of the foregoing, Customer acknowledges and agrees that prior versions of Software made available to Customer by Micropsi or its Affiliates prior to the Effective Date of this Agreement are the sole and exclusive property of Micropsi and/or its licensors. Customer further agrees that on execution by Customer of this Agreement and delivery by Micropsi of Software under the first Order for Software under this Agreement all prior terms and conditions applicable to Customer access and use of prior versions of Software made available to Customer by Micropsi or its Affiliates prior to the Effective Date are terminated. Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth in this Agreement.
- 12.6. *Modification.* This Agreement (including any Order) may be changed only by a writing signed by authorized representatives of each Party.
- 12.7. *Severability.* If a provision of this Agreement is held invalid or unenforceable under any applicable law, the invalid or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- 12.8. *Waiver.* Any delay in enforcing a Party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving Party, as applicable.
- 12.9. *Public Statements.* Except to the extent required by applicable law or regulation or the rules of any stock exchange or listing agency, neither Party will make any public statement or release concerning this Agreement or the transactions contemplated by this Agreement or use the name of the other Party or its Affiliate in any form of advertising, promotion or publicity, without obtaining prior written consent of such other Party.

EXHIBIT A

Software Description and Delivery

The MIRAI software package consists of the following components, to be deployed independently but working together:

MIRAI Runtime – to be deployed on an edge device (Industrial PC or PC) and operating system that meets Micropsi’s specifications, either on bare metal or as a Docker container.

MIRAI Training App – to be deployed on an Android tablet to interface with the Runtime, as an HMI.

MIRAI Universal Robots URcaps – to be deployed on supported Universal Robots Polyscope 5-based robotic arms.

MIRAI KUKA KOP – to be deployed on supported KUKA robotic arms.

MIRAI Fanuc Package – to be deployed on supported Fanuc robotic arms.

MIRAI Crunch Cloud Application – to be deployed on AWS as a set of cloud services to provide MIRAI skill calculation services and transfer of skills between Runtime installations. There are two options to use MIRAI Crunch Cloud Application services at the Flatrate License Level, the Source Code License Level, or the Extended Source Code License level: (a) the Customer may deploy the MIRAI Crunch Cloud Application on their own AWS infrastructure or (b) Customer may use an instance of the MIRAI Crunch Cloud Application operated by Micropsi that Customer can access while a Support agreement is in place (see [Exhibit B](#) for details).

For System Partner and Test License Levels, only option (b), the Micropsi-hosted installation, is available.

MIRAI components interface with each other if they’re part of the same numbered software release. New software releases are made available upon acquisition of the License under an Order, or as updates under an active Support agreement/Order.

Each release will contain a Software Bill of Materials package listing the Third Party Materials required to operate the code. The Software Bill of Materials package is also available on request to Customers who have received a Quote from Micropsi.

EXHIBIT B

Support Terms and Conditions

Software Support Policy

I. Overview

This Software Support Policy (“**Support Policy**”) describes the policies and procedures under which Micropsi Industries (“**Micropsi**”) provides technical support and maintenance services (“**Support**”) for its proprietary software product(s) (“**Software**”) to its customers who have purchased a license to the Software (each, a “**Customer**”).

Support is provided for the Software pursuant to Exhibit B - Support Terms and Conditions and the terms of this Support Policy. Support is provided for the term specified in the Order Form. If Support is terminated, Micropsi’s obligation to provide Support will cease at that time.

Support is provided through Micropsi’s central support address support@micropsi-industries.com and telephonically, as indicated on the support page.

This Support Policy may be updated by Micropsi from time to time, at our sole discretion, and sets forth expectations for Support between the Customer organization and Micropsi’s Support organization, including:

- A. Who is authorized to submit issues;
- B. How to submit issues;
- C. What types of issues are supported; and
- D. How and when Micropsi resolves and closes reported issues.

II. Definitions

- A. **Contact**: means qualified individuals knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Software. Customers are expected to make every effort to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally.
- B. **Documentation**: means Micropsi’s online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Support Portal.
- C. **Incident**: means each individual issue with the Software or associated products reported to Micropsi.
- D. **Product Releases**: are specific versions of the core Software product.
- E. **Releases**: are updates to the Software that provide: (1) new features, modifications, or enhancements to the Software; (2) updates to features, code corrections, patches, and other general updates of the Software; or (3) fixes to the Software. Releases do not include separate or different products marketed by Micropsi under a different name.

III. Scope of Support

- A. What Support Includes.

If Customer is current on payment for the Support, Micropsi shall provide Customer with Support consisting of the following:

- B. Customer will be provided support from Micropsi staff. This will include, but will not be limited to assigning a Product Manager, who will provide access to all Micropsi resources, including visibility into the product roadmap, scheduling of Customer contributed product enhancement requests, and access to all engineering and technical resources.
- C.
1. Ongoing access to Micropsi – MIRAI cloud services in order to update Skills with new Episodes, or create new Skills, or transfer Skills between installations (the Micropsi-hosted “MIRAI Crunch Cloud Application” instance, see Exhibit A);
 2. Mail and phone-based submissions of Incidents;
 3. Releases and Product Releases of the Software;
 - a. This will include access to binary (“ready to install”) builds of Software Releases at all License Levels
 - b. This will include access to source code updates through a code drop in case of a License at Source Code License or Extended Source Code License levels
 4. The Documentation;
 5. Guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software:
 - a. Basic Configuration Issues: Micropsi will troubleshoot Customer’s configuration settings for existing installations of Supported Products (as defined below in section III.C) to ensure proper operation and connectivity.
 - b. Usage Issues: Micropsi will answer Customer’s “how to” questions related to standard and intended Software usage.
 - c. Efforts to Correct the Software: Micropsi will make commercially reasonable efforts to correct bugs or other errors in the Software. Customer acknowledges that Micropsi is not required to correct every bug, error, or problem with the Software that it reports to Micropsi or of which Micropsi is otherwise made aware and that Micropsi does not guarantee resolution times.
 6. Micropsi will notify Customer within twenty-four (24) hours of identifying a serious (NIST severity levels SEVERE or HIGH) vulnerability to the Software and assist Customer to timely resolve the same.
- D. What Support Excludes.

Customer acknowledges that if a non-supported Incident is submitted, they may be referred to their Partner of record or another authorized Micropsi Partner. If Customer chooses to engage their Partner or another authorized Micropsi Partner, any costs associated with the resolution of non-supported Incidents will be Customer’s responsibility. The following are excluded from Micropsi Support obligations:

1. Altered or modified Software, unless altered or modified by Micropsi;
2. Software that has not been installed, operated, or maintained in accordance with the Documentation;
3. Custom solutions or actions.

E. Software Versions Covered.

1. Supported products: Micropsi will provide Support only for the Software products specified in Exhibit A of Micropsi's Master Software License Agreement, or any replacement to Exhibit A under an Order as offered in a Quote. Micropsi supports use of the Software only as specified in the Documentation. Micropsi's Support obligations do not cover hardware, operating systems, networks, or third-party software. Customer understands that Micropsi may need additional information as to Customer's use of the Software during the term of this Support Policy.
2. End of Life: Micropsi will provide Support of a Product Release or Release for nine (9) months after issuance of the end of life notice.
3. Supported Product Versions: Micropsi will provide Support for the current and the preceding Product Release (N-1) for all on-premises, and cloud products.

F. Lapsed Support.

1. Support may be reinstated after any lapse due to termination or expiration of Support within six months of the lapse upon payment of a reinstatement fee equal to 20% of the then-current Support purchase. After a lapse of more than six months, reinstatement will require the purchase of a new license in order to receive the full entitlements of a Software purchase and Support.

IV. Incident Submission and Resolution

Customer shall obtain Support by reporting Incidents. Incidents shall be tracked from initial report through final resolution.

A. Submitting Incidents

1. Who May Submit Incidents?
Support is intended to provide assistance for issues and questions beyond what is covered in the Documentation. At the time of purchase, Customer may designate as many authorized Contacts as required. However, anyone employed and authorized by the Customer may be added at any time through the customer portal or by submitting a request through the support process outlined in this Support Policy.
2. Customer Obligations.
 - a. Customer will ensure that when an authorized Customer Contact submits an Incident, that individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network, and/or applicable Products to help troubleshoot or resolve the issue.
 - b. Customer will give Micropsi reasonable access to the Product and systems where the Software is deployed as necessary for Micropsi to determine the cause of the problem and find a resolution. Customer is solely responsible for Customer's data, information, and software, including making back-up copies and security. Micropsi recommends Customers create backup copies of configuration files before any work is performed.

- c. Customer acknowledges that not implementing a Release may render the Software unusable or nonconforming and Customer assumes all risks arising from the failure to install such Software Updates. Even if Customer has paid the applicable fees, Micropsi will not be required to provide Support if Customer has not properly implemented all Releases provided by Micropsi.

3. How to Submit Incidents.

Unless otherwise specified in a supplemental support plan purchased by Customer, Incidents are to be submitted to Micropsi by an authorized Contact through support@micropsi-industries.com or via phone, based on the level of Support purchased by Customer, as outlined in the applicable Annex.

4. How to Report an Incident.

In order to expedite the resolution of Incidents, Micropsi expects that Customer will make every attempt possible to:

- a. Provide the information required in a support request, including MIRAI Controller ID, MIRAI Software Version, Robot Version, etc.
- b. Verify that the Incident is reproducible (as applicable).
- c. Provide information necessary to help Micropsi track, prioritize, reproduce, or investigate the Incident.
- d. Provide a full description of the issue and expected results.
- e. Categorize issues (technical question, defect, license request, enhancement request, etc.).
- f. List steps to reproduce the issue and relevant data.
- g. Provide any applicable log files (de-identified of sensitive data if appropriate).
- h. Provide exact wording of all issue-related error messages.
- i. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, frequency of occurrence, business impact of the problem on Customer, and suggested urgency.
- j. Identify any existing Incident number in any ongoing communications with Micropsi.

B. Support Response and Incident Resolution

1. Micropsi Incident Response.

For each Incident reported by Customer in accordance with these procedures, Micropsi shall:

- a. Confirm receipt of the reported Incident within the acknowledgement time specified in the applicable Annex.
- b. Set a Priority Level for the Incident in accordance with the terms in section IV.B.2 below.
- c. Use commercially reasonable efforts to respond to the Incident within the time specified in the applicable Annex.

- d. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
- e. Give Customer direction and assistance in resolving the Incident.
- f. Keep a record of ongoing communications with Customer.
- g. Use commercially reasonable efforts to respond to the Incident in accordance with the Initial Response times set forth in the applicable Annex.
- h. Upon request of Customer, discuss Severity Level and ongoing communication time frame. Micropsi may modify the Incident's Severity Level at its sole discretion.

2. Severity Levels.

Micropsi will prioritize Incidents according to the following criteria:

- Severity 1 ("S1") is the highest priority and receives first attention. S1 Incidents are to be submitted when Customer cannot access the Software.
- Severity 2 ("S2") indicates a reported Incident where the issue has severely impacted the performance of the Software's intended use and is causing a material and adverse impact to the Customer's operations; or Software is not operating in a material respect within the documented functionality.
- Severity 3 ("S3") indicates a reported Incident where the issue has an impact on the performance and/or functionality of the Software has a minor impact on the Customer's operations.
- Severity 4 ("S4") indicates a reported Incident requesting assistance and may include questions of how to use the Software. It may also include a reported Incident where the Software is operating within the documented functionality and Customer would like to record an idea for inclusion in future releases. Micropsi will not provide feedback on such enhancement requests, and these Support Cases are closed once the information has been recorded in our Product Request tool.

2. Resolution and Closure of Incidents.

Incidents shall be closed in the following manner:

- For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available release that addresses the issue.
- In the event that custom or unsupported plug-ins, modules, or custom code is used, Micropsi may ask, in the course of attempting to resolve the issue, that Customer remove any unsupported plug-ins, modules, or custom code. If the problem disappears upon removal of an unsupported plug-in or module, then Micropsi may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in the Documentation.
- For issues outside of scope as outlined in this document, Micropsi may close issues by identifying the Incident as outside the scope of Support.

- **Dropped Issues.** Micropsi may close an Incident if the Contact has not responded after two (2) weeks from the date that Micropsi requested additional information required to solve the Incident. Customer may request Incidents be re-opened. At Micropsi's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

Annex A: Availability Assurance

Business hours (EMEA)	8 am – 5 pm CET Monday – Friday Limited support during holidays
Supported channels	support@micropsi-industries.com
Escalations	ronnie.vuine@micropsi-industries.com wilina.bergen@micropsi-industries.com
Target response times	
Initial response time (business hours)	S1: 8 hours S2: 1 business day S3: 2 business days S4: Best effort

EXHIBIT C

Software Delivery Procedures

I. Release Drop Site

Micropsi will provide to all licensee Customer the current Software version at time of payment for the Order, and updated Software versions as they become available during an active Support agreement, release drop packages to a dedicated, secure file transfer site (an AWS S3 bucket).

Notification will be given to Customer via email that the drop has been made available.

II. Source Code Drop Site

Micropsi will provide to Customer, in case Customer has purchased a Source Code License or Extended Source Code License, the current Software version at time of payment for the Order, and updated Software versions as they become available during an active Support agreement, release drop packages, including Source Code, to a dedicated, secure file transfer site (an AWS S3 bucket).

III. Standard Procedure for MIRAI client installations

Micropsi and Customer will, on a case by case basis and informed by practical and technical considerations, jointly chose one of the following procedures:

- (a) Customer sends supported client PC hardware physically to Micropsi for original installation of a suitable operating system, Micropsi returns the hardware ready to operate with the latest version of the Software that customer has obtained a license for;
- (b) Customer IT manages a Docker host system; Customer IT and Micropsi jointly deploy a dockerized version of MIRAI to that host
- (c) Customer can generate a bootable USB stick from a binary images provided on the Release Drop Site that will enable Customer to:
 - Install a suitable operating system on a supported IPC model
 - Install the latest version of MIRAI available under their License / active Support agreement
 - Connect this new MIRAI installation to Micropsi's hosted MIRAI Crunch Cloud Application

Customers who host their own Crunch Cloud Application can modify the installation to use their own Crunch Cloud Application instance, or work with Micropsi under the support agreement to generate a binary image that will directly connect new client instances to their own Crunch Cloud Application instance.

IV. Standard Procedure for MIRAI Crunch Cloud installations

Customer will work with Micropsi under the support agreement to have an AWS tenant set up that will contain a working MIRAI Crunch Cloud Installation and will then be handed over to Customer's operations team.