

Part I: Standard Terms

1. APPLICABLE TERMS. This Agreement governs the sale and performance of equipment, components, parts and materials (“Products”), software licensed hereunder and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials (excluding Cloud Services and firmware embedded in Products, “Software”), Cloud Services (defined below) and other services (excluding Cloud Services, “Services”) provided by Building Robotics, Inc. (hereinafter referred to as “Enlighted”) as set forth in a separate Order Form and separate Scope of Work subject to the terms of this Agreement. Collectively this Agreement may refer to the joint offering of these Products, Software, Cloud Services and/or Services as “Enlighted Products and Services” or “Offering”). Services hereunder that consist of or include online cloud-based services and associated cloud-based APIs (application programming interfaces) made available by Enlighted under this Agreement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and online training services shall be referred to as “Cloud Services”. If Cloud Services are part of the Offering, in addition to these Standard Terms, the Cloud Services are governed by the “General Conditions for Licensing Access to Software as a Web Based Offering” which are included in Part II, and form an integral part, of this Agreement (the “Cloud Services Terms”). The Cloud Services Terms shall prevail for Cloud Services in case of inconsistencies. These Standard Terms, the Cloud Services Terms, the Order Form, Scope of Work and any other applicable addenda, Enlighted’s proposal, price quote, purchase order or acknowledgement issued by Enlighted form the parties’ final agreement (“Agreement”). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous two sentences. Enlighted’s proposal, offer or acceptance is conditioned on Customer’s acceptance of this Agreement. Any additional or conflicting terms in Customer’s request for proposal, specifications, purchase order or any other written or oral communication are not binding on Enlighted unless separately signed by Enlighted. Enlighted’s failure to object to Customer’s additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Enlighted’s proposal and order form, or if none are stated; (ii) Enlighted’s standard rates in effect when Enlighted receives Customer’s purchase order. If neither (i) nor (ii) apply, then Enlighted’s standard rates for Services shall be those in effect at the time Enlighted renders the services and Enlighted’s rates for Products shall be those in effect at the time of shipment.

- (a) **Payment:** Unless stated in Enlighted’s proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.
- (b) **Credit Approval:** All orders are subject to credit approval by Enlighted. Enlighted may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Customer’s financial condition, Enlighted may withhold manufacturing and/or shipment of Product and performance of Services, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Services.
- (c) **Taxes:** Unless stated in writing by Enlighted, Enlighted’s rates exclude charges for taxes, excises, fees, duties or other government charges related to the Enlighted Products and Services. Customer will pay these amounts or reimburse Enlighted. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit and indemnify, defend and hold Enlighted harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Customer’s account.
- (d) **Late Payments:** Late payments shall bear interest at an annual percentage rate of twelve percent (12%), or the highest rate allowed by law, whichever is lower.
- (e) **Disputed Invoice:** If Customer disputes all or any portion of an invoice, it must first deliver written notice to Enlighted of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Customer to timely notify Enlighted of any dispute constitutes a waiver of Customer’s claim. If Customer only disputes a portion of the invoice Customer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Enlighted, Customer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- (f) **Suspension/Termination Right:** Enlighted may suspend Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Enlighted may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Enlighted may also terminate this Agreement immediately in the event of a material adverse change in the Customer’s financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.
- (g) **Installment Shipment of Product:** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Customer may only reject the non-compliant portion. Customer will separately pay for each shipment. If Enlighted holds or stores Products for Customer, it shall do so at Customer’s sole risk and expense.
- (h) **Shipping, Packing and Handling of Product:** Unless stated in writing by Enlighted, Enlighted’s prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Customer will pay these amounts or reimburse Enlighted. Enlighted’s prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Customer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Customer’s account. Enlighted reserves the right to make substitutions or modifications to the specifications or implementations of the Products, provided that these substitutions and modifications do not materially reduce overall performance thereof. Enlighted may from time to time discontinue Products or versions thereof and stop supporting these Products and versions thereof within a reasonable time after discontinuance.

3. RISK OF LOSS AND SCHEDULE OF SERVICES. Services shall be performed at the location identified in the Order Form (“Site”). Risk of loss of or damage to Customer’s equipment, including “Equipment” (equipment, materials, components and items of any kind for which Enlighted is to provide Services under the Agreement), shall remain with Customer at all times during the performance of the Services hereunder. If Customer procures or has procured property damage insurance applicable to occurrences at the Site, Customer shall obtain a waiver by the insurers of all subrogation rights against Enlighted.

4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS. Products will be delivered F.O.B. Enlighted point of shipment with title and risk of loss or damage passing to Customer at that point. Customer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Enlighted may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Enlighted is not liable for any loss or expense incurred by Customer or Customer’s customers if Enlighted fails to meet its delivery schedule. Any performance or completion dates are estimated dates only. Enlighted is not liable for any loss or expense incurred by Customer or Customer’s customers if Enlighted fails to meet any such dates.

5. TRANSPORTATION AND STORAGE OF PRODUCTS.

- (a) When Products are ready for shipment, Enlighted will: (i) inform Customer, and Customer will then promptly give shipping instructions to Enlighted; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Customer fails

to provide timely shipping instructions, Enlighted will ship the Products by normal transportation means to Customer or to a storage location selected by Enlighted. Customer will pay or reimburse any excess transportation charges for special or expedited transportation.

- (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Customer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Customer when placed in the storage location.
- (c) Customer will pay all Enlighted's storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Enlighted. When conditions permit and upon payment to Enlighted of all amounts due, Customer must arrange, at its expense, to remove the Products from storage. Customer bears the risk of loss, damage or destruction to Products in storage.

6. CANCELLATION. Customer shall have no right to defer shipment of Product. Except for Enlighted's right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Customer is liable for cancellation charges, including without limitation: (i) the full price for any completed Enlighted Products and Services; (ii) the allocable portion of the price as determined by Enlighted for any partially completed Enlighted Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

7. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Enlighted shall be entitled to be compensated by Customer for reasonable and direct additional costs of Service incurred during such event. Enlighted will notify Customer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Enlighted may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

8. CUSTOMER'S REQUIREMENTS. Enlighted's performance is contingent upon Customer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Customer supplying all necessary access to Customer's site, Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Customer or that exist in the Equipment which were not manufactured or supplied by Enlighted or which were originally supplied by Enlighted and subsequently repaired, serviced or otherwise altered by any party not affiliated with Enlighted), documents, permits and approvals needed for Enlighted to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Customer shall provide access to the Site as reasonably required by Enlighted for the performance of the Services. Enlighted may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Customer, Customer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement. Customer shall also maintain the Site in a safe condition, notify Enlighted promptly of any site conditions requiring special care, and provide Enlighted with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Enlighted Products and Services.

9. Connected Devices and IT Security. Unless otherwise agreed in a separate service agreement, where Customer intends to connect or have connected any sites or systems via a physical or virtual computer appliance or other hardware, that is communicating to a Cloud Service via Internet ("Connected Devices") to the Cloud Services (the "Connected Objects"), Customer acknowledges that Customer is and always remains in control of and is responsible for Connected Objects and the condition and operation of the sites where the Connected Objects are located. The Cloud Services are not intended to substitute the proper surveillance of the Connected Objects by Customer. Enlighted recommends Customer to integrate the Connected Objects and its connection to the Cloud Services into a holistic, state-of-the-art industrial security concept. Customer shall ensure that any technical amendments and changes made in connection with the Cloud Services to the Connected Objects or to the technical environment on connected sites (including Remote Services) are compatible with the IT security concept and individual security requirements of Customer. Enlighted recommends Customer to regularly create backup copies of all relevant data, in particular software, data contained in on-site equipment, it being understood that Customer remains solely responsible for the availability and recovery of any of its data stored in and used by the Customer in the Customer's Objects. Whenever Customer would disconnect a Connected Device from the Cloud Service, the data related to such disconnected device which was uploaded, created and/or modified by Customer via the Cloud Services before such disconnection will remain stored in the Cloud Services, unless Customer requests Enlighted and Enlighted agrees to (i) perform removal on behalf of the Customer and (ii) return such data to Customer. Terms and conditions for such removal shall be agreed between Enlighted and Customer. It shall be Customer's sole responsibility to proceed at its own costs with any action it deems necessary to ensure that all Connected Devices are disconnected from the Cloud Services without undue delay from the date on which the Customer's account is deactivated or, as applicable, from the date of expiration or termination of the Offerings.

(a) **Updates for Offerings.** Enlighted, its affiliates, service providers and/or suppliers, at their sole discretion, make available software updates, enhancements, changes, modifications, security patches, bug fixes or additional functionality ("New Functionalities"), including to the software running in cloud infrastructure as part of the Cloud Services contained within the Offering or to the firmware in the Product used as a Connected Device. Such New Functionalities may be (i) provided by Enlighted with reasonable notice before such New Functionalities are available and/or (ii) pushed automatically via Remote Services or any other online access available. In case Customer opts for manual installation, the responsibility for the New Functionalities and its installation is with Customer. Non-current versions of the Offering may not be supported by Enlighted and may not be updated to future versions. New Functionalities do not necessarily need to have the same functionalities as the previous versions. The right to receive and the license for New Functionalities of an Offering shall be as set forth in the Agreement terms applicable to the particular portion of the Offering and may include an obligation to pay for ongoing subscriptions or maintenance before being provided to Customer. Customer agrees to the foregoing and releases Enlighted and its affiliates, service providers and/or suppliers from all liability arising from such action to the extent permitted by law.

10. Specific Terms for Remote Service. Where agreed between Enlighted and Customer and where the Offering provides a means for secured remote login, remote engineering, or data transfer to such Offering ("Remote Service"), Customer may make use of the Remote Service provided Customer is the owner of or is entitled by the owner of such customer system to exert such Remote Service. Customer acknowledges that network data traffic such as across the Internet may be subject to local restrictions or prohibitions, including but not limited to those regarding encryption (e.g., use of tunnels), data sensitivity (e.g., production-related data), or cross-border traffic. It is Customer's responsibility to check if such local restrictions or prohibitions apply and to only use the Offerings in compliance with applicable law. If agreed between Enlighted and Customer, Customer may create an account with the right to make use of the Remote Service in accordance with the requirements set forth in this Agreement.

11. INDEMNITY. Enlighted and Customer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third-party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the

Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Customer's Site or other property of Customer (or Site Owner) is considered third party property. Indemnitee shall provide the Indemnitor with prompt written notice of any third-party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

12. WARRANTIES.

- (a) For Services, Enlighted warrants that it will perform the Services in a professional and workmanlike manner. For Products, Enlighted warrants Products in accordance with Enlighted's Limited Warranty for Products Sold as provided in Annex 1 attached hereto and incorporated herein by reference. For Software, Enlighted provides the warranty in Article 12(c) below (collectively, the Product, Services and Software warranties are, the "Warranties"). The Warranties do not apply to Cloud Services, as Enlighted's sole and exclusive warranties for any Cloud Services are set forth in the Cloud Services Terms.
- (b) **Remedies for Services.** If the Services fail to meet the Warranty standards set forth in Article 12(a) within the applicable Warranty period defined in Article 12(d), and Customer promptly reports such non-conformance to Enlighted during the Warranty period in 12(e), Enlighted shall at its own expense as Enlighted's entire liability and Customer's sole and exclusive remedies for breach of the Warranties: (i) for Services, re-perform the relevant Services or, in Enlighted's sole discretion, refund Customer the pro rata portion of the fees paid to Enlighted under this Agreement allocable to the nonconforming Services.
- (c) **Software Warranty.** Enlighted warrants that Software will perform substantially in accordance with the features and functionalities described in the Documentation provided by Enlighted regarding such Software for a period of ninety (90) days following the date the Offering is initially made available to Customer. To the extent permissible under applicable law, as Enlighted's entire liability and Customer's sole and exclusive remedy for a breach of this Warranty, Enlighted will, at its option (i) correct errors or provide workarounds, (ii) replace defective Software, or (iii) require Customer to return the defective Software, terminate the Order for the non-conforming Offering, and refund fees paid for such Offering. The Warranty for Software excludes (a) no-charge Offerings, (b) Software provided upon re-mix, (c) Software that is designated as retired or not generally supported as of the date of the Order, (d) Software made available under the maintenance services terms set forth in any Agreement, and (e) issues, problems, or defects arising from use of Software not in accordance with the terms of this Agreement.
- (d) Unless Enlighted agrees otherwise in writing, Customer will be responsible for any costs associated with: (i) gaining access to the Product, Software or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Enlighted to perform its warranty obligations; (iii) transportation to and from the Enlighted factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Customer with Article 12(f) or from their deteriorated condition. All exchanged Products and Software replaced under this Warranty will become the property of Enlighted.
- (e) **Warranty Period.** Customer must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; (ii) for Software, within ninety (90) days from the date the Software is initially made available to Customer; and (iii) for Product in accordance with Annex 1 the Limited Warranty for Products Sold in . Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product, Software or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.
- (f) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product, Software and Equipment other than by Enlighted or its authorized representatives; (ii) Customer handling, using, storing, installing, operating and maintaining the Product, Software and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product, Software and Services; (iv) Customer discontinuing use of the Product, Software and Equipment after it has or should have had knowledge of any defect in the Product, Software or Equipment; (v) Customer providing Enlighted with reasonable access to operating and maintenance data as requested by Enlighted, (which may include secure broadband connection). Without expense to Enlighted, Customer shall provide to Enlighted and Enlighted's subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Enlighted to perform the Services; (vi) Customer providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Enlighted's discretion, Customer either removing and shipping Product, Software or Equipment or non-conforming part thereof to Enlighted, at Customer's expense, or granting Enlighted reasonable access to Products, Software or Equipment to assess the warranty claims; (viii) Product, Software and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Customer not being in default of any payment obligation. Customer shall provide, without cost to Enlighted, access to the nonconformity by disassembling, removing, replacing and reinstalling any Software, Equipment, materials or structures to the extent necessary to permit Enlighted to perform its warranty obligations.
- (g) **Exclusions from Warranty Coverage.** The Warranties do not apply to (i) any product not supplied by Enlighted; (ii) any Third-Party Parts, Software or Equipment; or (iii) to services not performed by Enlighted pursuant to this Agreement. Enlighted will have no liability to Customer under any legal theory for such products, Third Party Parts, Software, Equipment, services or any related assignment of warranties. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Customer "as is" with no warranties of any kind. Normal wear and tear are excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Enlighted does not warrant or guarantee that any Product or Software will be secure from cyber threats, hacking or similar malicious activity. Products or Software that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer, Users and/or end user against unauthorized access.
- (h) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's/Software's initial end-user.
- (i) THE WARRANTIES IN THIS ARTICLE 12 ARE ENLIGHTED'S SOLE AND EXCLUSIVE WARRANTIES AS TO ENLIGHTED PRODUCTS, SOFTWARE AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 13 BELOW. ENLIGHTED MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ENLIGHTED IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: ANY NO-CHARGE OFFERINGS OR PREVIEWS OR FOR LOSS OF USE, REVENUE, SAVINGS, PROFIT, BUSINESS, INTEREST, GOODWILL OR OPPORTUNITY, WORK STOPPAGE, COMPUTER, FAILURE OR MALFUNCTION, CLOUD SERVICE FAILURE, LOSS OF PRODUCTION, BUSINESS INTERRUPTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM CUSTOMER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, EVEN IF SUCH DAMAGES WERE FORESEEABLE. ENLIGHTED WILL NOT BE LIABLE FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT IF SUCH CLAIM IS BROUGHT MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO SUCH CLAIM IS OR SHOULD HAVE BEEN DISCOVERED BY CUSTOMER.

THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY (I) TO THE BENEFIT OF ENLIGHTED AND ITS AFFILIATES, SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, LICENSORS, SUBCONTRACTORS, AND REPRESENTATIVES, AND (II) REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL NOT APPLY TO THE EXTENT THAT LIABILITY CANNOT BE LIMITED OR EXCLUDED ACCORDING TO APPLICABLE LAW.

ENLIGHTED DOES NOT CONTROL CUSTOMER'S PROCESSES OR THE CREATION, VALIDATION, SALE, OR USE OF CUSTOMER'S (OR ANY CLIENT OF CUSTOMER'S) PRODUCTS OR SERVICES AND WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND MADE AGAINST CUSTOMER BY ANY THIRD PARTY, EXCEPT FOR ENLIGHTED' OBLIGATIONS TO INDEMNIFY CUSTOMER AGAINST INFRINGEMENT CLAIMS TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT.

THE ENTIRE, AGGREGATE LIABILITY OF ENLIGHTED RELATED IN ANY WAY TO THIS AGREEMENT IS LIMITED AS FOLLOWS: (I) FOR LIABILITY SOLELY ARISING FROM SOFTWARE LICENSED ON A PERPETUAL BASIS OR PURCHASED PRODUCT, THE FEES PAID TO ENLIGHTED FOR THAT OFFERING, OR (II) IN ALL OTHER CASES, THE FEES PAID TO ENLIGHTED FOR THE OFFERING THAT GAVE RISE TO THE LIABILITY DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM, PROVIDED THAT THE AGGREGATE LIABILITY FOR ALL CLAIMS IN ANY 12-MONTH PERIOD WILL NOT EXCEED THE FEES PAID DURING SUCH 12-MONTH PERIOD FOR THE OFFERING.

CUSTOMER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 13 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF ENLIGHTED HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 13 EXTEND TO ENLIGHTED'S AFFILIATES, SERVICE PROVIDERS, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF ENLIGHTED.

14. **PATENT AND COPYRIGHT INFRINGEMENT.**

- (a) Enlighted will, at its own option and expense, defend or settle any suit or proceeding brought against Customer based on an allegation that any processes performed by Enlighted in connection with the Enlighted Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Customer's Site is located. Customer will promptly give Enlighted written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Enlighted shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Enlighted in any suit or proceeding so defended. Customer shall not make any admission(s) which might be prejudicial to Enlighted and shall not enter into a settlement without Enlighted's consent. If and to the extent any process performed by Enlighted in connection with the Enlighted Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Customer is enjoined, Enlighted will, at its option and expense, either: (i) procure for Customer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.
- (b) Enlighted will have no duty or obligation under this Article 14 if the process is: (i) performed according to Customer's design or instructions and compliance therewith has caused Enlighted to deviate from its normal course of performance; (ii) modified by Customer or its contractors after performance; or (iii) combined by Customer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Customer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Enlighted, Customer must protect Enlighted in the same manner and to the same extent that Enlighted has agreed to protect Customer under this Article 14.
- (c) THIS ARTICLE 14 IS AN EXCLUSIVE STATEMENT OF ENLIGHTED'S DUTIES AND CUSTOMER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

15. **CONFIDENTIALITY.**

- (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Enlighted in connection with the Enlighted Products and Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Enlighted Products and Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Enlighted Products and Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Enlighted may (in addition to any other legal or equitable rights and remedies) stop the Services until Enlighted has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Enlighted determines necessary and (b) Customer will reimburse Enlighted for Enlighted's and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Enlighted Products and Services performed or installed on Customer's Site or Equipment. However, Enlighted has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject

to the same confidentiality obligations set forth herein.

- (b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.
 - (c) It is Enlighted's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Enlighted from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Enlighted confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Customer agrees to abide by this policy.
 - (d) Enlighted shall retain all intellectual property rights in the Enlighted Products and Services, works, Enlighted's documents, processes, Enlighted's confidential information, and any design information and/or documents made by (or on behalf of) Enlighted. Upon receipt of all fees, expenses and taxes due in respect of the relevant Enlighted Products and Services, Enlighted grants to the Customer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Enlighted's documents for the sole purpose of operation and maintenance of the facility upon which the Enlighted Products and Services have been performed.
- 16. COMPLIANCE WITH LAWS/CHANGES IN LAWS.** The parties agree to comply with all applicable laws and regulations. If any change to any law, rule, regulation, order, code, standard or requirement impacts Enlighted's obligations or performance under this Agreement, Enlighted shall be entitled to a change order for an equitable adjustment in the price and time of performance.
- 17. NON-WAIVER/MODIFICATION TO TERMS.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter. Except as set forth in Article 20 of the Cloud Services Terms, the terms of this Agreement may only be modified by a written instrument signed by authorized representatives of both parties.
- 18. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Customer shall not assign this Agreement to a competitor of Enlighted; an entity in litigation with Enlighted; or an entity lacking the financial capability to satisfy Customer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Enlighted may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Customer's consent.
- 19. APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH ENLIGHTED AND CUSTOMER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in Delaware. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.
- 20. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
- 21. EXPORT/IMPORT COMPLIANCE.** Customer acknowledges that Enlighted is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products and information provided in the performance of the Services, including any export/import license requirements. Customer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Enlighted's continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.
- (a) Customer agrees to shall comply with all applicable sanctions, embargoes and (re-)export control, regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").
 - (b) Prior to any transfer of the Offering (including all kinds of technical support and/or technology) to a third party, Customer shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offering or by provision of other economic resources in connection with Offering, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offering are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offering within the scope of the respective Scope of Work to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.
 - (c) Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software, Cloud Services and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Software, Cloud Services and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Software, Cloud Services and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Customer Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any User. Customer shall provide any User(s) with all information necessary to ensure compliance with the Export Regulations.

- (d) Upon request by Enlighted, Customer shall promptly provide Enlighted with all information pertaining to User(s), the intended use and the location of use of the Offerings.
- (e) Customer shall indemnify and hold harmless Enlighted from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Customer and/or User(s) and/or Customer's third parties business partner re-exporting Offering in violation of embargoes or sanctions referred to in 15.2 above, and Customer shall compensate Enlighted for all losses and expenses resulting thereof.
- (f) Enlighted shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Customer acknowledges that Enlighted may be obliged under the Export Regulations to limit or suspend access by Customer and/or User(s) to the Cloud Services or other Offering.
22. **SURVIVAL.** The Articles regarding "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "High Risk Use" survive any termination, expiration or cancellation of this Agreement.
23. **SITE SAFETY.** Customer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment and/or Product on which Enlighted will perform the Services. Enlighted shall not be obligated to commence or perform Services unless Customer's Site complies with all applicable safety requirements. In the event Customer's Site safety is non-compliant, Enlighted may suspend the Services until such time as Customer corrects the non-compliance. To the extent Enlighted incurs additional time and expense as the result of Customer's non-compliance, Enlighted shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.
24. **ENVIRONMENTAL COMPLIANCE.** To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply. Customer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Enlighted with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Customer shall reimburse Enlighted for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances. Enlighted shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Customer shall indemnify and hold Enlighted harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Customer's property, the Equipment or the Services.
25. **ASBESTOS.** The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.
- (a) The Customer warrants and represents that, in any areas which may be accessed by Enlighted or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.
- (b) Prior to Enlighted's commencement of Services at any Site
- (i) The Customer shall, at Customer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and (ii) the Customer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, Enlighted IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY CUSTOMER IN THIS ARTICLE 25. Without limiting its other rights and remedies, Enlighted: (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Customer is in compliance with this Article 25, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Customer's non-compliance.
- (c) In no event shall Enlighted be obligated to install, disturb, handle, or remove any PACM.
- (d) Enlighted makes no representation that it is licensed to abate ACM.
- (e) Customer shall defend, indemnify and hold Enlighted harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Customer's failure to comply with the provisions of this Article 25.
26. **THIRD PARTY PARTS.** Customer warrants that any and all Third Party Parts which may be the subject of any Services shall: (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Enlighted hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.
27. **PRODUCT RETURNS.** Prior to the return of any Product, Customer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Enlighted. Enlighted has the right, in its sole discretion, to permit or reject any such return. Enlighted's authorization to return any Product to Enlighted does not relieve Customer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Enlighted, Enlighted will issue a credit memo to Customer, less applicable re- stocking fees. Enlighted reserves the right to reject any hazardous material.
28. **GOVERNMENT CONTRACTING.** Customer represents and warrants to Enlighted that none of the Products, Services, Software or Cloud Services will be used in the performance of, or in connection with, any contract with the U.S. government or any of its agencies, departments, officers or other authorities.
29. **TERMINATIONS.** Enlighted may immediately terminate any or all Orders, Offerings or this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of Enlighted Software, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, any breach by Customer of the AUP or DPT, or any breach by Customer of the payment provisions, the use restrictions applicable to any Offering, any applicable law (including without limitation, the Export Regulations), or the assignment provision. Upon expiration of the applicable subscription term or termination of any Order for one or more Offerings or this Agreement for any reason, Customer's rights to access, use, or receive the affected Offering(s) automatically terminate. Customer will immediately cease using the affected Offering(s), remove and destroy all Software and other Enlighted Confidential Information relating to such Offering in its possession or control, and certify such removal and destruction in writing to Enlighted. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with this Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of this Agreement or any Order for one or more Offerings will not relieve Customer of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination.
30. **CUSTOMER ADVOCACY.** Enlighted may include Customer's name and logo in its marketing and promotional materials regarding the availability of any of its products or services to other customers and prospects. Enlighted may issue a press release stating factual information regarding the relationship between Enlighted and Customer at the time an Agreement, SOW or Order Form is signed by Customer and Enlighted. Enlighted shall first submit the press release to the

Customer for the Customer's approval. The Parties may issue additional press releases as mutually agreed upon by the Parties. All press releases sought to be issued by either or both Parties pursuant to this section must, prior to release, be reviewed and approved by each Party, which approval may not be unreasonably withheld, conditioned or delayed. Enlighted may include a mutually agreed upon Customer quote attributed to a Customer's senior executive in its marketing and promotional materials. Such quote(s) must be, prior to release, reviewed and approved by each Party, which approval may not be unreasonably withheld, conditioned or delayed. Customer agrees to collaborate and provides consent to Enlighted to produce and distribute, to other customers and prospects, a written case study describing how Customer's business used and benefited from the Enlighted products. The case study, prior to such distribution, must be reviewed and approved by each Party, which approval may not be unreasonably withheld, conditioned or delayed.

Part II: Provisions for Cloud Services / General Conditions for Licensing Access to Software as a Web Based Offering.

The terms and conditions of this Addendum General Conditions for Licensing Access to Software as a Web Based Offering ("Cloud Services Terms") are applicable only to Enlighted's Cloud Services identified in a Scope of Work and supplements the Joint Product and Services Agreement as follows:

BY CLICKING THE "ACCEPT" BUTTON WITHIN AN APPLICATION OR OTHERWISE USING THE CLOUD SERVICES, YOU ARE AGREEING THAT YOU HAVE READ, AND AGREE TO COMPLY WITH AND BE BOUND BY, THESE CLOUD SERVICES TERMS IN ITS ENTIRETY WITHOUT LIMITATION OR QUALIFICATION AS WELL AS ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE CLOUD SERVICES TERMS AND TO FOLLOW ALL APPLICABLE LAWS AND REGULATIONS, DO NOT CLICK THE "ACCEPT" BUTTON IF PRESENTED TO YOU OR ACCESS OR USE THE CLOUD SERVICES.

1. General Provisions. These Cloud Services General Conditions are a legal agreement between you, either individually or on behalf of your corporation, sole proprietor or other business entity ("you" or "your", on behalf of your entity and all your Users (defined in Article 5.1 below) and Building Robotics, Inc. and each of its respective successors and assigns ("Enlighted"), governing (i) you and your Users use of Enlighted's online service application(s) hosted on a remote server system by Enlighted or Enlighted' service providers or suppliers and accessible via a web site portal address or IP address designated by Enlighted, (ii) the Material contained therein as defined in Section 2.2.1., and (iii) any offline components provided by Enlighted or its licensors for use in connection therewith, if any, (collectively, "Cloud Services"). All Articles referenced in these Cloud Services Terms shall refer to the Articles in these Cloud Services Terms. You and/or your Users may (i) download a mobile application, which is connected to and/or part of the Cloud Service and by doing this accept terms of use for such mobile application and/or (ii) use the "Sign-up tab" at the website of the Cloud Services to obtain their respective ID, and by doing this notice terms of use on the site and accept terms and conditions posted on this ID site and/or (iii) accept terms of use in connection with a payment service to process an order for the Cloud Services. In case any of these terms of use and/or terms and conditions of such mobile application are inconsistent with the terms and conditions of the Agreement, the Agreement shall prevail between Customer and Enlighted.

Your standard terms and conditions referenced to or included in purchase orders, order confirmations or in any other communication, if any, shall not apply to these Cloud Services Terms even if not objected to by Enlighted.

2. License Grant and Restrictions, Third Party License Terms, Place of Performance.

- 2.1. Subject to the terms and conditions of this Cloud Services Terms, as may be incorporated in a separate agreement between you and Enlighted, Enlighted grants you a limited, non-exclusive, non-transferable, non-sublicensable, license to access and use the Cloud Services solely for your own internal business purposes. All rights not expressly granted to you are reserved by Enlighted and its licensors. The license granted herein is conditioned on your continued compliance with the terms and conditions of this Cloud Services Terms.
- 2.2. Your use of the Cloud Services is limited to the scope of the license granted in this Cloud Services Terms, unless otherwise agreed by Enlighted in writing. In particular you shall not, or permit other individuals or entities to, copy, reproduce, translate, alter, display, modify, decompile, reverse engineer, disassemble, attempt to discover the source code or algorithms of, manipulate or create derivative work based on, the Cloud Services, or any information, documents, software, products and services or any other material (including text, graphics, logos, button icons, images, audio clips, data, photographs, graphs, videos, typefaces, and sounds) contained or made available to you in the course of using the Cloud Services, or any part thereof, ("Material") or use the Web Based offering to run or as part of a service bureau, outsourced or managed services arranged, or access the Cloud Services, unless and to the extent permitted by mandatory law; disable or circumvent any access control or related device, process or procedure established with respect to the Cloud Services or any part thereof. Such prohibited conduct includes, without limitation, any efforts to gain unauthorized access to the Cloud Services, other User accounts, computer systems or networks connected to the Cloud Services, through hacking, password mining or any other means, log into an account with a password not assigned to the respective User, access identifiable information not intended for the respective User, test the security measures on the Cloud Services and/or attempt to identify system vulnerabilities, or to attempt to disable the Cloud Services; and link, distribute, transfer, sell and resell, (sub-)license, rent, lease, lend, assign or otherwise transfer any rights to, or commercially exploit or otherwise make available the Cloud Services in whole or in part to any third party in any way.
- 2.3. The Cloud Services may contain third party content, including commercial and open-source software. Such third-party content may be subject to additional or differing terms and conditions that always prevail over this Cloud Services Terms; you will find such additional or differing terms and conditions as a link at the bottom of the web site platform where the Cloud Services is hosted, or any other place as designated by Enlighted, and you accept those terms and conditions by using the Cloud Services. Any contractual relationship regarding third party content is solely between you and the relevant third-party vendor and may be governed by separate terms made available by Enlighted with or as part of third-party content. Siemens will have no responsibility for Third Party Content or Customer's use of such third-party content. Cloud Services specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of content to and from the exit of the wide area network of the data centers used by Enlighted to provide Cloud Services.
- 2.4. Enlighted provides access to, and use of the Cloud Services at the Wide Area Network (WAN) exit which may be located outside your country. Enlighted will not assume any obligation or responsibility to affect any data connection to such WAN exit. Such data connection and the use of and access to the Cloud Services requires an Internet connection and suitable soft- and hardware as may be described in a separate agreement, including the ordering, proper installation, operation and maintenance of suitable hardware and/or software for the Internet connection and transfer of data by you or by Users, as defined in Section 5.1.

3. Renumeration. For consideration of the license to access and use the Cloud Services, you agree to pay the agreed fees and charges set forth in the Order Form. Fees do not include any taxes, excises, duties, permits or other government charges (collectively, "Taxes"). You are responsible for the payment of such Taxes or reimburse Enlighted for any Taxes Enlighted pays. If you claim a tax exemption or direct payment permit, you shall provide Enlighted with a valid exemption certificate or permit and indemnify Enlighted from any Taxes, costs and penalties arising out of the same. Invoices shall be payable without cash discounts and without any other deduction within 30 days of receipt of the invoice. The setting-off of such claims against counterclaims shall be excluded. If you fail to meet the agreed payment deadlines, you shall be in default without further notice and Enlighted is entitled to suspend the Cloud Services. Enlighted reserves the right to terminate this Cloud Services Terms for cause if the default is not cured within 30 days.

4. Customer Communication, Disclosure, Data Storage. From time-to-time Enlighted may ask whether or not you wish to receive marketing and other non-critical Cloud Services- related communications. You may elect not to receive such communications at that time or opt-out of receiving such communications at any subsequent time by notifying Enlighted. Because the Cloud Services is a hosted, online application, Enlighted may need to notify you and/or your Users, as defined in Section 5.1 (whether or not they have opted out as described above), about important announcements regarding the operation of the Cloud Services. Enlighted reserves the right to disclose that you are a User of the Cloud Services. You also grant Enlighted the right to copy and maintain Your Data (as defined in Article 6) during the term of your agreement with Enlighted. You agree that all data and information required for the business relationships or resulting from said relationships, especially contractual documents and papers as well as data and information necessary for the performance of the Cloud Services of and about you and your auxiliary persons, if any, may also be stored outside your country. Furthermore, all such data and information may be disclosed to other Enlighted companies for corresponding processing, especially for providing services, fulfillment of legal requirements or for internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws.

5. Account Access; Your Obligations; Cyber Security

- 5.1. Where use of the Cloud Services is contingent on accessing an account and/or inserting a "user- identification" and/or "password", you agree that you will be solely responsible for all activity occurring when the Cloud Services is accessed through the use of your user-identification and/or password including any actions that occur without your authorization. You and your Users shall keep any correspondence you receive relating to or through the use of the Cloud Services (including, but not limited to, your user-identification, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party. "User" or "Users" means any individual(s) accessing the Cloud Services on your behalf or otherwise using the Cloud Services under your account. It is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent. You shall: (i) notify Enlighted immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Enlighted immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you; (iii) notify Enlighted when you no longer require access to the Cloud Services; and (v) keep all of your profile information current.
- 5.2. Enlighted provides a portfolio with industrial security functions that support the secure operation of plants, systems, machines and networks. In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. Enlighted' portfolio only forms one element of such a concept. You are responsible for preventing unauthorized access to your plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g., firewalls and/or network segmentation) are in place. Additionally, Enlighted' guidance on appropriate security measures should be taken into account. For additional information, please contact your Enlighted sales representative or visit <http://www.siemens.com/industrialsecurity>.
- 5.3. Enlighted' portfolio undergoes continuous development to make it more secure. Enlighted and Enlighted strongly recommend that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats. Enlighted strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others, under <http://www.siemens.com/cert/en/cert-security- advisories.htm>.

6. Use of Data. In connection with the use of the Cloud Services, Enlighted or its affiliates (or where required Enlighted's and/or Enlighted Affiliates' service providers or suppliers) may obtain, receive, collect, store and process data, text, audio, video, images, models, or software ("Content"), system-specific data, meta data, automatically generated data, or any other type of information, data or Content entered by Customer or any User into Cloud Services and any output generated by Customer or any User through use of such Cloud Services based on such content ("Customer Content", "Data" or "Your Data"), excluding any third party Content or other Content owned or controlled by Enlighted or its affiliates or their respective service providers or licensors and made available by Enlighted or its affiliates through or within Cloud Services ("Collected Data"). You hereby grant Enlighted and/or Enlighted Affiliates (and Enlighted's service providers or suppliers when acting on Enlighted's and/or Enlighted Affiliate's behalf a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, non-revocable license under applicable copyrights and other intellectual property rights, if any, in all Collected Data to), subject to limits of applicable law (i) provide the Offerings, (ii) improve the Offerings, (iii) provide new and additional offerings, enhance its offerings with new features, modifications, changes as Enlighted and/or Enlighted Affiliates see fit, and (iv) create derivative works and aggregated data derived from Collected Data, other Enlighted customers, third parties and other sources, including without limitation, comparative data sets, statistical analyses, reports and related services (collectively, "Enlighted Data"). Enlighted utilizes Enlighted Data within its sole and absolute discretion for any purpose. Enlighted Data does not incorporate information and data specifically identifying the Customer or third parties as company and/or personal data of Users. While Collected Data may contain Confidential Information of Customer or personal data of Users, Enlighted Data does not. The Parties shall ensure that they and/or their Users adhere to the then current Acceptable Use Policy ("AUP") <https://www.siemens.com/sw-terms/aup>, Data Privacy Terms ("DPT") <https://www.siemens.com/dpt>, any applicable data protection notification, privacy policy, and cookie policy as linked at the bottom of the website platform where the Cloud Services is hosted, or any other place as designated by Enlighted. You will indemnify Enlighted, its affiliates, its subcontractors, and their representatives against any third party claims, damages, fines, and cost (including attorney's fees and expenses) relating in any way to (i) any violation of the AUP or DPT by You or any User, (ii) any violation of laws, regulations, or rights of others by Your or any User's use of any Cloud Services, or (iii) Customer Content. You represent and warrant that you have obtained all rights, permissions and consents necessary to the aforesaid use of Your Data as part of the Cloud Services, and permit Enlighted to exercise all of its rights under this Cloud Services Terms. You, not Enlighted nor Enlighted's service providers or suppliers, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness, of all of Your Data. Neither Enlighted nor Enlighted's service providers or suppliers shall be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Your Data. In the event this Cloud Services Terms is terminated (other than by reason of your breach), Enlighted will make available to you a file containing Your Data within 30 days of termination if you so request in writing at the time of termination. Enlighted reserves the right to withhold, remove and/or discard Your Data and Enlighted Data, to the extent legally feasible, without notice for any breach, including, without limitation, non-payment. Upon termination for cause, your right to access or use Enlighted Data immediately ceases, and Enlighted shall have no obligation to maintain or forward any Enlighted Data to you.

7. Intellectual Property Ownership. All right, title and interest in the Cloud Services, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Cloud Services Terms, including all copyrights, patents, trade secrets, trade dress, and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to Enlighted and/or its licensors, service providers and suppliers, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Cloud Services constitutes a valuable trade secret and/or is the confidential information of Enlighted or its licensors, service providers and suppliers. Nothing in this Cloud Services Terms or otherwise will be deemed to grant to you an ownership interest in the Cloud Services, in whole or in part. All Material is the property of Enlighted or its licensors, suppliers and service providers and is protected by applicable law and all rights thereunder are valid and protected in all forms, media and technologies existing now or hereinafter developed. You shall not (and shall ensure that third parties do not) perform any activities as set forth in Section 2.2, and any use other than as contemplated herein is strictly prohibited.

8. Trademarks. Enlighted's name, logo, other related names, design marks, product names, feature names and related logos are trademarks of Enlighted and may not be used, copied or imitated, in whole or in part, without the express prior written permission of Enlighted. In addition, the look and feel of the Cloud Services (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of Enlighted or its licensors, and may not be copied imitated or used, in whole or in part, without the express prior written permission of Enlighted.

9. Term; Termination; Suspension of the Cloud Services

- 9.1. The term of this Cloud Services Terms commences latest with your first use of the Cloud Services and continues through any subsequent use of the Cloud Services thereafter and will terminate as the end of the subscription term paid for as set forth in the Order Form.
- 9.2. Each party shall be entitled to give written notice of termination of this Cloud Services Terms for cause, which shall apply in particular for: (i) unauthorized use of the Cloud Services; (ii) a material breach of this Cloud Services Terms by the other party which is not remedied within a reasonable period of time despite written notice specifying any such breach (iii) the other party becoming insolvent, bankrupt or insolvency or probate proceedings

being applied for or initiated against it or being rejected due to a lack of funds; (vi) serious damage to the remote server system and/or the internet connection or its unusability as a result of any acts or omissions beyond Enlighted's responsibility.

- 9.3. In each of the aforesaid cases or as otherwise stated in this Cloud Services Terms, Enlighted, in its sole discretion, may suspend or terminate your password, account or use of the Cloud Services and may delete any Data without an obligation for a recovery. You agree and acknowledge that Enlighted has no obligation to retain Your Data, and may delete such Data, if you have materially breached this Cloud Services Terms, including but not limited to failure to pay any payments due to Enlighted under any agreement, and such breach has not been cured within fifteen (15) days of notice of such breach.

10. Warranty; Disclaimer

- 10.1. Each party warrants that it has the legal power and authority to enter into this Cloud Services Terms. You warrant and covenant that you do not and have not falsely identified yourself nor will provide or have provided any false information to gain access to the Cloud Services. If you are entering into this Cloud Services Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions. If you do not have such authority, you must immediately stop using the Cloud Services.
- 10.2. Enlighted's sole and exclusive warranty for Cloud Services, during the subscription term of any Cloud Services, is as follows:
- 10.3. Enlighted warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation provided by Enlighted regarding such Cloud Services. To the extent permissible under applicable law, as Enlighted' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at its option (i) Enlighted will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Enlighted may terminate the Order for the non-conforming Offering and refund any prepaid fees for such Offering on a pro- rata basis for the remainder of the Subscription Term for that Offering. The warranty for Cloud Services excludes (a) no-charge Offerings and previews, and (b) issues, problems, or defects arising from Customer Content, third party Content, or use of Cloud Services not in accordance with the terms of this Agreement. Enlighted does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet customer's needs, offerings or any third-party content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or any content, including Customer Content, and third-party Content, will be secure or not otherwise lost or damaged. Representations about offerings or features or functionality in any communication with customer constitute technical information, not a warranty or guarantee.
- 10.4. ENLIGHTED INCLUDING ENLIGHTED'S SERVICE PROVIDERS AND SUPPLIERS DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL FURTHER OR OTHER WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE CLOUD SERVICES, OR OTHERWISE RELATING TO THIS CLOUD SERVICES TERMS, SUCH AS OBTAINED, GENERATED OR OTHERWISE RECEIVED INFORMATION, REPORTS, RESULTS OR OTHER DATA, INCLUDING EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY QUALITY, NON-INFRINGEMENT AND ACCURACY AND NON- INTERFERENCE. ENLIGHTED SPECIFICALLY DOES NOT WARRANT THAT THE CLOUD SERVICES IS OR WILL BE SECURE, ACCURATE, RELIABLE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, AND THAT THE CLOUD SERVICES WILL MEET YOUR REQUIREMENTS.
- 10.5. Any other rights or remedies because of defects in the Cloud Services, including without limitation those for damages, are excluded to the extent permitted by law.

11. Indemnification. You shall indemnify and hold Enlighted, its service providers, suppliers and licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of Your Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you of this Cloud Services Terms or a violation of any law or regulation, provided in any such case that Enlighted (a) gives written notice of the claim promptly to you; and (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Enlighted of all liability and such settlement does not affect Enlighted business or the Cloud Services).

12. Infringement of third party's intellectual property rights. Unless otherwise agreed, e. g. as set forth in Section 2.3, Enlighted shall provide the Cloud Services free from third parties' intellectual property rights only with respect to the country where such rights are registered or, if not registered, created. If a third party asserts a justified claim against you based on an infringement of an intellectual property right by the Cloud Services rendered by Enlighted and used by you in conformity with the Cloud Services Terms, Enlighted shall be liable to you within the period for liability as follows: (a) Enlighted shall choose whether to acquire, at its own expense, the right to use the intellectual property rights with respect to Cloud Services concerned or whether to replace or modify the Cloud Services in a way that it no longer infringes. If this is not reasonably possible then Enlighted may terminate the Cloud Services Terms; (b) Enlighted's liability to pay damages is governed by Article 13, (c) aforesaid obligations of Enlighted shall apply only if you (i) immediately notify Enlighted of any such claim asserted by the third party in writing, (ii) do not acknowledge an infringement of intellectual property rights and (iii) leave any protective measures and settlement negotiations to Enlighted's discretion. If you stop using the Cloud Services in order to mitigate damages or for other good reason, you shall inform the third party explicitly that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued. Your claims shall be excluded if you are responsible for the infringement of an intellectual property right. Your claims are also excluded if the intellectual property right infringement is caused by Your Data, specifications or instructions made by you, by a use not foreseeable by Enlighted or contractually prohibited, or by the Cloud Services being modified by you or being used together with products/services not provided by Enlighted.

13. Liability Limitations. THE CLOUD SERVICES ARE SUBJECT TO THE LIMITATION OF LIABILITY AND LIABILITY SET FORTH IN ARTICLE 13 OF THE JOINT PRODUCT AND SERVICES AGREEMENT TERMS WHICH ARE INCORPORATED BY THIS REFERENCE AS THOUGH SET FORTH IN THEIR ENTIRETY HEREIN.

14. Interruption of the Cloud Services

14.1. You agree that the operation and availability of the systems used for accessing and interacting with the Cloud Services, including, the public telephone, computer networks and the internet or to transmit information, whether or not supplied by you or Enlighted, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Cloud Services. Neither Enlighted nor any company of the Enlighted Group shall be liable for any interference with or prevention of your access to and/or use of the Cloud Services.

14.2. It may be necessary for Enlighted and/or its suppliers, service providers and licensors to perform scheduled or unscheduled repairs, maintenance, or upgrades, and such activities may temporarily degrade the quality of the Cloud Services or result in a partial or complete outage of the Cloud Services. Enlighted provides no assurance that you will receive advance notification of such activities or that the Cloud Services will be uninterrupted or error- free. Any degradation or interruption in the Cloud Services shall not give rise to a refund or credit of any fees paid by you.

15. Export/Import Compliance. You shall comply with all applicable sanctions, embargoes and (re-)export control, regulations, and, in any event, with those of

the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations") and with the provisions in Article 21 of the Standard Terms of this Agreement which are incorporated by this reference as though set forth in their entirety herein.

- 16. Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Enlighted acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt> ("DPT"), including the technical and organizational measures described therein, apply to the use of the relevant Cloud Services and are incorporated herein by reference.
- 17. Service Level Agreements.** During the Subscription Term, Enlighted will comply with the applicable service level agreements for Cloud Services as set forth in any applicable Scope of Work.
- 18. Changes to the Cloud Services.** Cloud Services may be modified, discontinued, or substituted by Enlighted from time to time. During a subscription term, Enlighted will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by Enlighted's vendors or subcontractors (e.g. the termination of Enlighted's relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. Enlighted will notify You of any such material degradation or discontinuation of any Cloud Services as soon as reasonably practicable, and You may terminate the order for the applicable Cloud Services by providing Enlighted with written notice within 30 days after Your receipt of notice of degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Enlighted will refund any prepaid fees for the applicable Cloud Services on a pro-rata basis for the remainder of the subscription term for that Cloud Services.
- 19. High Risk Use.** You acknowledge and agree that (i) the Cloud Services are not designed to be used for the operation of or within a High-Risk System if the functioning of the High-Risk System is dependent on the proper functioning of the Cloud Services and (ii) the out-come from any processing of data through the use of the Cloud Services is beyond Enlighted's control. "High Risk System" shall mean a device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities. You shall indemnify Enlighted, its Affiliates, its subcontractors, and their representatives, against any third-party claims, damages, fines and cost (including attorney's fees and expenses) relating in any way to any use of Cloud Services for the operation of or within a High-Risk System.
- 20. Notices.** Enlighted may give notice by means of a general notice on the Cloud Services, electronic mail to your e-mail address on record in Enlighted account information, or by written communication to your address, e. g. by pre-paid first-class mail, on record in Enlighted account information.
- 21. Modification of this Cloud Services Terms.** Enlighted reserves the right to modify the terms and conditions of this Cloud Services Terms or its policies relating to the Cloud Services at any time, effective upon posting of an updated version of this Cloud Services Terms on the Cloud Services. You are responsible for regularly reviewing this Cloud Services Terms. Continued use of the Cloud Services after any such changes shall constitute your consent to such changes. In case you disagree to the modifications you shall notify Enlighted about your objection. In such cases, Enlighted reserves the right to terminate the Cloud Services Terms effective within a 30-day period after receipt of any such notification.
- 22. License Usage Audit.** You shall allow Enlighted to conduct audits of the contractual use on Enlighted's written request. This shall include in particular access to all relevant systems and documentation. Enlighted may carry out the audit itself or by way of any third-party auditor acceptable to you and subject to a duty of confidentiality. Enlighted shall give you at least ten (10) working days prior written notice of such an audit. Such an audit may take place at your premises during the regular hours of business. If, as a result of an audit, any use not in conformity with this Cloud Services Terms is detected, you shall pay to Enlighted, as liquidated damages and not as a penalty, the amount of the license fee set out in the current price list applicable to the item for which non-conforming use is detected. In addition, you shall bear the reasonable costs of the audit. Enlighted reserves the right to claim further damages and to be able to implement any other remedy available to Enlighted identified herein.
- 23. Additional Terms for Software. The following additional terms apply to any Software contained within an Offering:**
- 23.1. For Software and Documentation contained within an Offering, Enlighted grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license to use Documentation and install and use Software for Customer's internal business purposes during the applicable Subscription Term or such other time period specified in the Order, solely in accordance with this Agreement. Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by Enlighted in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by Enlighted and subject to the license set forth in Section 3.1. Customer hereby consents to the installation of Software on systems used by Customer, as may be facilitated by Cloud Services.
- 23.2. Software may contain third-party software, technology, and other materials, including open-source software, licensed by third parties ("Third-Party Technology") under separate terms ("Third-Party Terms"). Third-Party Terms are specified in the Documentation, Supplemental Terms, "read me" files, header files, notice files, or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms control with respect to Third-Party Technology. If Third-Party Terms require Enlighted to furnish Third-Party Technology in source code form, Enlighted will provide it upon written request and payment of any shipping charges.
- 24. Miscellaneous.** No joint venture, partnership, employment, or agency relationship exists between you and Enlighted as a result of this Cloud Services Terms or use of the Cloud Services

ANNEX 1

LIMITED WARRANTY TERMS (PRODUCTS SOLD)

These Limited Warranty Terms (the "Terms") apply to the direct purchase by Customer of any and all tangible goods offered by Building Robotics, Inc. (hereinafter referred to as "Enlighted") identified on any Order (the "Product(s)").

LIMITED WARRANTIES:

PRODUCT/EQUIPMENT LIMITED WARRANTY: Enlighted warrants to Customer that the Product(s), except for: (a) any Software, as defined herein, and (b) any assembled products that are not Enlighted-branded, the ("Equipment"), sold by Enlighted or an Enlighted authorized reseller to Customer, are, at the time of delivery to Customer: (1) free of material defects in workmanship or material, and (2) for a period of Five (5) years for from the date of delivery of such Equipment - **except Enlighted Tags and Badges sold for Location Intelligence which shall be warranted for a period of Two (2) years from date delivery** - (the "Equipment Warranty Period"), will conform to Enlighted's applicable specifications for such Equipment when stored, installed, operated, and maintained in accordance with any accompanying documentation and recommendations of Enlighted and when used under proper and normal use (the "Equipment Limited Warranty"). If any Equipment does not materially conform to the Equipment Limited Warranty during the Equipment Warranty Period ("Nonconforming Equipment"), Enlighted's SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY will be for Enlighted (at Enlighted's option and subject to the Warranty Exclusions below), within a reasonable time, repair or replace the Nonconforming Equipment, provided that Customer (a) provides written notice of a covered, reproducible defect identifying the applicable Equipment during the Equipment Warranty Period promptly upon discovery thereof; (b) returns all applicable Rejected Product(s) with Nonconforming Equipment to Enlighted pursuant to Enlighted's RMA process described in the INSPECTION, NOTICE OF DAMAGE section below; and (c) has paid in full all amounts it owes Enlighted. Any Product(s) that are not eligible for return, or any Product(s) returned to Enlighted contrary to this Section or the terms of the INSPECTION, NOTICE OF DAMAGE section below, will not be accepted by Enlighted and will be returned to Customer by Enlighted, freight collect. Enlighted may provide Software updates, such as bug fixes on an if-and-when available basis in accordance with Enlighted's standard practices. Firmware updates (i.e. updates to on-premise components (sensors, gateways, energy managers etc.) require a separate service contract with Enlighted.

WARRANTY EXCLUSIONS: The Equipment Limited Warranty does not apply with respect to: (a) any Equipment not in its original condition (reasonable wear and tear excepted); (b) any nonconformance or defect of any Equipment caused by any modifications or alterations made to, or maintenance performed on, any Equipment by Customer or any third party; (c) any nonconformance or defect of any Equipment caused by third party software, hardware, equipment, or products used with, installed on, or accompanying the Equipment (d) any Equipment that Enlighted reasonably determines has, by Customer or otherwise, been subjected to operating or environmental conditions in excess of limits established by the application specifications or documentation, or otherwise has been subjected to accident, mishandling or abuse, damage, misuse (including but not limited to use contrary to or not otherwise prescribed by the written specifications, or negligence), neglect or alteration, or improper or unauthorized installation, maintenance or repair, overloading, power failures, power surges, air conditioning failure, humidity, or fire, explosion, earthquake, or other force majeure events. The Equipment Limited Warranty does not include or cover the cost of onsite services, labor, installation, commissioning, removal, re- installation or re-commissioning and any other work except as expressly specified in the Limited Warranty Terms herein.

NON ENLIGHTED-BRANDED ASSEMBLED PRODUCTS: If Customer believes that (i) a Product(s) that is not Enlighted-branded that Customer has purchased pursuant to an Order (a "Third Party Product(s)") fails to conform to the applicable specifications or has material defects in workmanship or material or (ii) any software or firmware embedded on a Third Party Product(s) fails to conform to the applicable specifications, then Customer may notify Enlighted in writing of the nature of the non- conformance or defect. If Enlighted believes that such Third Party Product(s) or software or firmware embedded thereon may be covered by a warranty offered by the manufacturer thereof, Enlighted will provide to Customer information about the warranty and any steps Customer must take to receive the benefits of such warranty.

WARRANTY DISCLAIMER: CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ENLIGHTED'S SOLE OBLIGATION FOR ANY WARRANTY CLAIM ARE STATED ABOVE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AND EXCEPT AS OTHERWISE PROVIDE IN THESE TERMS, PRODUCTS, EQUIPMENT, AND SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES BY ENLIGHTED OR ITS LICENSORS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE PRODUCTS, EQUIPMENT, OR SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM

RETURNS:**A COURSE OF DEALING OR USAGE OF TRADE.**

Excluding Rejected Products which must be returned in accordance with the INSPECTION, NOTICE OF DAMAGE section above, Customer may return Product(s) within sixty (60) days of the original shipment date of such Product(s) pursuant to Enlighted's product return procedures then in effect, as long as such Product(s) are new, unopened, and in the original shipping package and subject to Enlighted's prior written consent. Product(s) must be returned, transport prepaid, to the place designated by Enlighted in writing (no C.O.D. or Collect Freight accepted) in original boxes and packing material, unless otherwise agreed to in writing by Enlighted. Shipping of the returned Product(s) travel at the risk and responsibility of Customer and all risk of loss shall remain with Customer until the Product(s) are received to such place as designated by Enlighted in writing. For approved returns, Customer will receive a credit equal to the lesser of the Product(s) invoice price or current replacement value, less any applicable charges or fees. Such credit may be used to purchase Product(s) from Enlighted. All such credits are: (a) not redeemable for and have no cash value and (b) will expire within one (1) year of the date of issuance. Any Product(s) that are not eligible for return hereunder, or are returned to Enlighted contrary to these terms, will not be accepted by Enlighted and will be returned to Customer by Enlighted, freight collected. Enlighted shall have the right to reject any returns. Returns approved by Enlighted and occurring more than sixty (60) days after the date of delivery will be accepted at the discretion of Enlighted and will be subject to a restocking fee of 20% of the invoiced price. No returns will be accepted beyond one hundred (120) days from the date of delivery.

INSTALLATION SERVICE:

PERFORMANCE OF INSTALLATION SERVICES: In accordance with this section, Enlighted will use commercially reasonable efforts to provide installation services to Customer for Product(s) as and to the extent set forth in the applicable Order (the "Installation Services"). Notwithstanding the proceeding sentence, if the parties have entered into a separate written agreement with respect to any such Installation Services, the terms and conditions of such agreement will govern such Installation Services. Enlighted will perform any Installation Services solely for Product(s) at the locations or premises of Customer set forth in the applicable Order, provided that Customer (i) directly pays all costs and expenses incurred by Enlighted in obtaining any third party products that may be required for Enlighted to perform the Installation Services and (ii) provides access to Customer premises, systems and equipment as necessary (as reasonably determined by Enlighted) for Enlighted to perform the Installation Services. Customer agrees to indemnify, defend and hold harmless Enlighted from any and all claims and liabilities, regardless of by whom such claim or liabilities may be asserted, for personal injury (including death) or loss or damage to property, or otherwise that may result directly or indirectly from the purchase, use, possession or ownership of the Product(s) or related to any services including installation or troubleshooting performed by Enlighted.

ASSESSMENT, INSTALLATION SERVICES FEES AND INVOICING: If requested by Customer in writing prior to submitting an Order for Product(s), Enlighted may conduct an on-site assessment of a location where Customer desires to receive Installation Services. Enlighted will generate a quotation that includes an estimate of the fees payable by Customer for such Installation Services following Enlighted's on-site assessment of the applicable premises. If the Customer does not elect to have Enlighted, or if Enlighted declines to, conduct an on-site assessment of the applicable premises, then Customer will provide Enlighted all necessary specifications and other details relating to the premises to enable Enlighted to generate a quotation that includes an estimate of the fees for the Installation Services. Prior to the expiration of Enlighted's quotation, Customer will issue a purchase order to Enlighted based on such quotation, and Enlighted may accept the purchase order, in accordance with the ACCEPTANCE OF ORDERS and BASIC ORDER TERMS above. If the actual total fees for the Installation Services exceed, or Enlighted reasonably expects the actual total fees for the Installation Services to exceed, the estimate provided by Enlighted in the applicable Order, Enlighted will notify Customer and the parties will promptly engage in good faith discussions and mutually agree upon a fee that will be due and payable by Customer for the Installation Services in accordance with PAYMENT TERMS section above. Enlighted will invoice the Customer the applicable fees for the Installation Services upon completion of the Installation Services.

INSTALLATION SERVICE LIMITED WARRANTY: If during the thirty (30) days following completion of the Installation Services the installed Product(s) fail to operate substantially in compliance with the applicable specifications provided by Enlighted due to improper installation by Enlighted, then Enlighted's sole and exclusive liability and Customer's sole and exclusive remedy will be for Enlighted to send an authorized representative to the applicable premises of Customer to re-perform the Installation Services as necessary to correct the issue, provided that Customer promptly notifies Enlighted in writing of such improper installation and Enlighted determines that such claim is valid ("Limited Installation Service Warranty"). The Limited Installation Service Warranty does not apply to, and Enlighted shall not be liable for, any such issues caused by modifications to the Product(s), or services performed, by Customer or any third party without Enlighted's express written consent.

SUSPENSION/TERMINATION:

TERMINATION: Enlighted may suspend work if an undisputed invoice is more than thirty (30) days past due. Enlighted may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Enlighted may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition. Enlighted may also immediately terminate these Terms or cancel an Order if Customer (i) materially breaches these Terms and does not cure such breach within thirty (30) days from receipt of written notice of such breach from Enlighted or (ii) becomes insolvent or if voluntary or involuntary proceedings are commenced as to Customer under any bankruptcy or insolvency law, or upon default or breach by Buyer in its performance, payment or observance of any provision, obligation, liability, covenant, agreement or duty in or arising under the Order or pursuant to applicable law.

LIMITATION OF LIABILITY:

ENLIGHTED'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND/OR SALE OF THE PRODUCTS (INCLUDING ANY WARRANTY EXTENDED IN CONNECTION THEREWITH) SHALL BE LIMITED TO THE AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER FOR THE APPLICABLE PRODUCT(S). IN NO EVENT SHALL ENLIGHTED BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE. IN NO EVENT SHALL ENLIGHTED BE LIABLE TO CUSTOMER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES (AND, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES OR PROFITS, OR DAMAGES OR LOSSES DUE TO A DELAY OR FAILURE TO PERFORM ANY WARRANTY OBLIGATION UNDER THESE TERMS OR ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF ANY PRODUCT(S)), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE) AND WHETHER OR NOT ENLIGHTED HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

The limitations HEREIN shall also apply in favor of Enlighted's suppliers and resellers. It is expressly agreed by Customer that Product(s) are not designed for use in hazardous environments requiring fail-safe performance, including operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems, or any other system whose failure could lead to injury, death, environmental damage, or mass destruction.