

# INDOOR ROBOTICS™

## Platform Terms and Conditions

Last Updated: 2 June, 2021

These *Platform Terms and Conditions* (the "**Agreement**") constitute a binding agreement between **Indoor Robotics Ltd.** or the other *Indoor Robotics* entity executing the Order ("**Company**") and the customer accepting this Agreement ("**Customer**"). Indoor Robotics and Customer may be collectively referred to herein as the "**Parties**", and each individually as a "**Party**".

Indoor Robotics is the developer and provider of *Tando*™, an autonomous indoor drone platform for security, safety and related services (the "**Product**"), comprised, *inter alia*, of the Hardware and Platform (as those terms are defined below). **Except as expressly indicated otherwise below (for example, in Section 5 (*Usage Restrictions*)), this Agreement applies to and governs, *inter alia*, Customer's access to and use of use of the Platform only. For the avoidance of doubt, this Agreement does not impose any obligation to supply or support Hardware to or for Customer or any third party, and Indoor Robotics shall not have any liability under this Agreement in respect of Hardware.**

This Agreement commences and becomes effective (the "**Effective Date**") as of the earliest of: (a) the date Customer first clicks "I Agree/I Accept/Sign Up" (or the similar button or checkbox); (b) the date Customer first accesses or uses the Platform, or sets up an Account (defined below); or (c) any effective or commencement date specified in Customer's initial Order (defined below). But for the avoidance of doubt, no Order is needed in order for this Agreement to take effect.

If you are accepting this Agreement on behalf of your employer or another entity (for example, if you are signing up using an email address from such employer or entity), you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand the terms and conditions of this Agreement; and (iii) you agree to this Agreement on behalf of your employer or such entity. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT CLICK "I AGREE/I ACCEPT/SIGN UP" (OR THE SIMILAR BUTTON OR CHECKBOX), AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PART OF THE PLATFORM.

For the avoidance of doubt, this Agreement shall not apply to Customer if Customer has both purchased a subscription/license to the Platform through, and executed a Platform end user license/subscription agreement with, a Company-authorized reseller, distributor, or similar channel partner of the Product (a "**Channel Partner**"). In such cases, Customer is granted its subscription/license to the Platform by and through the Channel Partner, and not directly by Company. If Customer has only purchased its subscription/license to the Platform through such a Channel Partner, but has not executed a Platform end user license/subscription agreement with the Channel Partner, then this Agreement shall apply (in particular, please see Section 6 (*Purchases via Channel Partners*)).

### 1. **DEFINITIONS**

"**Affiliate**" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "**control**" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

"**Confidential Information**" means all information disclosed by one Party (and/or its Affiliates) to the other Party (and/or its Affiliates), regardless of form, which a reasonable person would understand to be confidential given the nature of the information and/or the circumstances of disclosure, and includes, but is not limited to: (a) information relating to actual or potential customers, suppliers, products and services; and (b) technical data, computer programs and software code (including firmware and source code), ideas, inventions, algorithms, know-how, analyses, lab notebooks, specifications, processes, techniques, formulas, engineering designs and drawings, architectures, circuit schematics and circuit layouts, models, samples, hardware configuration information, and other technology and intellectual property.

"**Content**" means any text, data, information, reports, files, images, videos, audio, graphics, software code, or other content.

"**Customer Content**" means any Content and/or Customer Confidential Information submitted or uploaded to, or transmitted through, the Platform, or otherwise provided or made available to Indoor Robotics, by or on behalf of Customer.

"**Documentation**" means, as applicable, the Platform-related or Hardware-related operational guides or manuals, which Indoor Robotics provides or makes available to Customer, in any form or medium. Unless the context requires otherwise, references in this Agreement to the "Platform" and "Hardware" shall be deemed to include their respective Documentation as well.

"**Platform Content**" means any Content (excluding Customer Content) appearing on or in, or otherwise provided or made available via, the Platform.

"**Hardware**" means the Product's robot drone, known as *Tando*™, and related hardware components and accessory parts (such as batteries, and the docking station known as *Tile*™).

"**Intellectual Property Rights**" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to inventions, discoveries, works of authorship, designs, software, technical information, databases, know-how, mask works, methods,

technology, and other intellectual property (collectively, "**Intellectual Property**"), and includes but is not limited to patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

"**Law**" means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

"**Location**" means any location (including the building/site) specified in the Order, for which the Platform and Services are being provided.

"**Order**" means any order form or other ordering document (including without limitation any Internet-based or email-based ordering mechanism or registration process, such as, via Customer's Account), executed by the Parties for the purchase of a the Subscription. Each Order is hereby incorporated into this Agreement by reference. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and an Order, the former shall prevail (except to the extent expressly stated otherwise in the Order, or to the extent related solely to the commercial particulars of the Order, in which cases the Order prevails).

"**Platform**" means the Product's software application, as specified in the Order.

"**Professional Services**" means, as applicable, Platform-related implementation, deployment, configuration, training, customization, integration, or other professional services.

"**Subscription Scope**" means any Platform usage or consumption limitations and parameters (for example, as to the volume of Users, or Locations, available features and functionalities, *etc.*) specified in the Order.

"**Sensitive Data**" means any (i) categories of data enumerated in Article 9(1) of the European Union's General Data Protection Regulation (Regulation 2016/679, aka the GDPR) or any successor law; (ii) credit, debit or other payment card data subject to the *Payment Card Industry Data Security Standards ("PCI DSS")*; (iii) *Nonpublic Personal Information (NPI)* (as defined by the Gramm-Leach-Bliley Act and its implementing rules and regulations) or *Personal Health Information (PHI)* data (as defined by the Health Insurance Portability and Accountability Act and its implementing rules and regulations); or (iv) any data similar to the foregoing that is protected under foreign or domestic laws.

"**Services**" means, as applicable, Support Services or Professional Services.

"**Site**" means Indoor Robotics' then-current website (currently <https://www.indoor-robotics.com/>).

"**Support Services**" means the Platform technical support and maintenance services specified generally made available by Indoor Robotics to its customers (or, if applicable, any upgraded technical support and maintenance services purchased under the Order).

"**Usage Statistics**" means any non-Customer-identifying information, data, reporting, suggestions, analyses, and/or intelligence relating to the operation, support, and/or Customer's use, of the Platform and/or Platform Content (such as metadata, aggregated data, analytics, security findings or discoveries, *etc.*).

"**Users**" means Customer's employees who are authorized by Customer to use the Platform, and for whom Customer (or Indoor Robotics, at Customer's request) has supplied a user identification and password for the Platform. Customer shall remain primarily responsible and liable for its Users' compliance with the terms and conditions of this Agreement.

## 2. **SUBSCRIPTION**

2.1 **General.** Subject to the terms and conditions of this Agreement (including without limitation Customer's payment of all applicable Fees), Indoor Robotics grants Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable right and license, during the Subscription Term, to internally access, view, and use the Platform and Platform Content for its end-use in respect of the Location(s) (collectively, the "**Subscription**"). Such use of the Platform shall be in accordance with its Documentation. The Subscription is subject to the Subscription Scope, and Customer shall not use any technical or other means within, or external to, the Platform to exceed or circumvent the Subscription Scope. If, in respect of the same Location(s) under the Order, the Parties agree to expand the Subscription Scope, the Parties may, instead of executing an additional Order, execute a written addendum to the Order setting out the additional transactional terms therefor.

2.2 **On-Prem Deployment.** If, pursuant to the Order, the Platform is licensed to Customer for installation on Customer's servers (as opposed to the Platform being provided on a software-as-a-service basis) (an "**On-Prem Deployment**"), then the Subscription also permits Customer to install the Platform in such volume and manner as specified in the Order.

2.3 **Customer Affiliate Usage.** Subject to (and without expanding) the Subscription Scope, Customer may permit its Affiliates to exercise Customer's Subscription rights, provided that: (a) Customer first informs Indoor Robotics in writing of the identity of such Affiliates (and Indoor Robotics may object to an Affiliate if Indoor Robotics deems such Affiliate a competitor); and (b) such Affiliates, in writing, acknowledge the terms and conditions of this Agreement, agree to be bound by the terms of this Agreement, and agree that Indoor Robotics shall have no obligation or liability of any kind whatsoever towards such Affiliates. Customer shall remain primarily responsible and liable for such Affiliates' compliance with the terms and conditions of this Agreement.

- 2.4 **Platform Hosting.** *This Section (Platform Hosting) shall not apply to On-Prem Deployments:* The Platform will be made available to Customer via the Site or other functionality or portal instructed by Indoor Robotics. The hosting of the Platform (and related processing) will be provided by a third party cloud hosting provider selected by Indoor Robotics ("**Hosting Provider**"), and accordingly the availability of the Platform shall be in accordance with the then-current uptime commitments that the Hosting Provider gives to Indoor Robotics.
- 2.5 **Platform Delivery.** *This Section (Platform Delivery) shall only apply to On-Prem Deployments:* Unless the Order specifies otherwise: (a) delivery of Platform shall be by electronic download (or otherwise pre-installed on a server supplied by Indoor Robotics), and will be deemed delivered once made available for electronic download; and (b) the Platform shall be deemed accepted upon delivery.
- 2.6 **Evaluation Features.** From time to time, Indoor Robotics may permit Customer to try certain Platform features or functionalities (whether new or existing) at no charge for a free trial or evaluation period (each, an "**Evaluation Feature**"). Evaluation Features may be designated or identified as beta, pilot, evaluation, trial, or the like. Unless configured otherwise by Indoor Robotics, or agreed otherwise (for example, in an Order), the default evaluation period for an Evaluation Feature (the "**Evaluation Period**") is **thirty (30) days**. However, Indoor Robotics reserves the right to terminate an Evaluation Period at any time, for convenience, with or without notice. For the avoidance of doubt, the restrictions set forth in Section 25 (*Usage Restrictions*) shall also apply to Evaluation Features. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EVALUATION FEATURES ARE PROVIDED FOR CUSTOMER'S INTERNAL EVALUATION ONLY (AND NOT FOR PRODUCTION USE), AND INDOOR ROBOTICS (AND ITS LICENSORS AND SUPPLIERS) SHALL HAVE NO OBLIGATION OR LIABILITY OF ANY KIND WHATSOEVER TOWARDS CUSTOMER FOR EVALUATION FEATURES. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF SUCH LIABILITY TO CUSTOMER FOR AN EVALUATION FEATURE, THE COMBINED AGGREGATE LIABILITY OF INDOOR ROBOTICS AND ITS AFFILIATES IN RESPECT OF AN EVALUATION FEATURE SHALL NOT EXCEED **TEN US DOLLARS (USD\$10)**.
- 2.7 **Reservation of Rights.** Except for the Subscription, Customer is granted no other right or license in or to the Platform or Platform Content, and any right not expressly granted is hereby reserved by Indoor Robotics and its licensors and suppliers. Indoor Robotics may, but is not obligated to, monitor Customer's use of the Platform.

### **3. PLATFORM ACCOUNT**

In order to access the Platform, Customer must set up a Platform account ("**Account**"). The Account shall be comprised of an administrator Account ("**Admin Account**") and/or a user Account for each User (each, a "**User Account**"). Customer shall ensure that all information submitted during the registration process is, and will thereafter remain, complete and accurate. As between Indoor Robotics and Customer, Customer shall be solely responsible and liable for maintaining the confidentiality and security of its Account credentials, as well as for all activities that occur under or in such Account.

As an alternative to the above Account registration process, Customer may be able to generate an Account, or otherwise access the Platform, by integrating and logging in via a supported third party platform (a "**Third Party Application**"). As part of such integration, the Third Party Application may provide Indoor Robotics with access to certain information that Customer and its Users have provided to such Third Party Application. The type of such information provided to Indoor Robotics, as well as the manner in which the Third Party Application uses, stores, and discloses such information, is governed solely by the policies of the third party operating the Third Party Application, and Indoor Robotics shall have no liability or responsibility for the privacy practices or other actions of such third parties. Indoor Robotics enables such integration merely as a convenience, and the availability of such integration does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Indoor Robotics of such Third Party Application or third party, nor any affiliation between Indoor Robotics and such third party. Indoor Robotics shall have no obligation or liability of any kind whatsoever for a Third Party Application or for the third party's policies, practices, actions, or omissions.

### **4. FEATURES AND FUNCTIONALITIES**

Indoor Robotics may, from time to time, modify and replace the features and functionalities (but not material functionalities to which Customer is entitled under an Order, unless it improves the material functionality), as well as the user interface, of the Platform. Some features and functionalities may in any event be restricted by geography or otherwise, in order for Indoor Robotics to comply with applicable Law or commitments to third parties. Customer agrees that its purchase hereunder is not contingent on the delivery of any future functionality or feature, or dependent on any oral or written statements made by or on behalf of Indoor Robotics regarding future functionalities or features.

### **5. USAGE RESTRICTIONS**

As a condition to (and except as expressly permitted by) the Subscription, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part):

- (a) Copy, manufacture, "frame" or "mirror" the Platform, Platform Content, or Hardware;
- (b) *Except in respect of purchased Hardware*, sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Platform, Platform Content, or Hardware to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment);
- (c) Publicly perform, display or communicate the Platform, Platform Content, or Hardware;
- (d) Modify, adapt, translate, or create a derivative work of the Platform, Platform Content, or Hardware;
- (e) Decompile, disassemble, decrypt, reverse engineer, or extract or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) or internal composition (such as wiring or architecture) of, the Platform, Platform Content, or Hardware;
- (f) Remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Platform, Platform Content, or Hardware;
- (g) Circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Platform, Platform Content, or Hardware;
- (h) Use the Platform, Platform Content, or Hardware to develop any service or product that is the same as (or substantially similar to), or otherwise competitive with, the Platform, Platform Content, or Hardware;
- (i) Store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Platform or Platform Content;
- (j) Employ any hardware, software, device, or technique to pool connections or reduce the number of servers/machines, Users, or endpoints that directly access or use the Platform, Platform Content, or Hardware (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling');
- (k) Forge or manipulate identifiers in order to disguise the origin of any Customer Content;
- (l) Take any action that imposes or may impose (as determined in Indoor Robotics' reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Platform or Platform Content, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure;
- (m) Use the Platform, Hardware, or Platform Content in connection with any stress test, competitive benchmarking or analysis, or otherwise publish or disclose, without Indoor Robotics' prior express written approval, any the results of such activities or other performance data of the foregoing; and/or
- (n) Use the Platform, Hardware, or Platform Content to circumvent the security of another person's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction.

## 6. SERVICES

- 6.1 Support Services. Subject to Customer remaining current all payment obligations under this Agreement, Customer will be entitled to receive the Support Services.
- 6.2 Professional Services. Indoor Robotics shall provide whatever Professional Services are specified in the Order; otherwise, Indoor Robotics is not obligated to provide any Professional Services. The Professional Services may be further described in sequential Professional Services Statements of Work referencing the corresponding Order to which it relates, which, once mutually signed, will be deemed attached to such Order (each, a "Professional Services SOW").
- 6.3 General. Services will be performed by Indoor Robotics and/or its Affiliates, and are provided for the benefit of Customer only. Customer shall fully cooperate with Company, and shall make available to Indoor Robotics all relevant systems, assets, and resources, in connection with the provision of Services. With Customer's prior written approval (not to be unreasonably withheld, conditioned, or delayed) Indoor Robotics may subcontract Services (in whole or in part) to a third party contractor, and without derogating from Indoor Robotics' liabilities towards the Customer under this Agreement. Unless expressly agreed otherwise in writing, Services shall be carried out remotely, and any physical attendance at Customer's offices or other locations requested by Customer, if agreed to by Indoor Robotics (for example, in a Professional Services SOW), shall be charged at Indoor Robotics' then-current rates, and Indoor Robotics shall also be entitled to reimbursement for travel and lodging costs and expenses incurred.

## 7. PURCHASES VIA CHANNEL PARTNERS

If Customer is purchasing a Subscription through a Channel Partner, then:

- (a) For the purposes of this Agreement, the "Order" shall be the order issued by the Channel Partner to Indoor Robotics (the "**IR-Channel Partner Order**"), and the "Subscription Scope" shall be determined with reference to the IR-Channel Partner Order, and Indoor Robotics shall have no responsibility or liability for any discrepancy between the Subscription Scope under such IR-Channel Partner Order on the one hand, and the order issued by Customer to Channel Partner (the "**Customer-Channel Partner Order**") on the other hand;
- (b) Instead of paying Company, Customer will pay the applicable amounts to the Channel Partner, as agreed between Customer and the Channel Partner;

- (c) Indoor Robotics may suspend or terminate the Subscription if Indoor Robotics does not receive payment from the Channel Partner, as a result of Customer not paying the corresponding amount to the Channel Partner;
- (d) If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Indoor Robotics specifies otherwise, Indoor Robotics will refund any applicable fees to the Channel Partner (and under no circumstances shall Indoor Robotics be required to refund more than it received from the Channel Partner), and the Channel Partner alone will be responsible for refunding the appropriate amounts to Customer; and
- (e) Neither Indoor Robotics nor the Platform will be bound by, or subject to, any representations, warranties, promises, or commitments made by the Channel Partner.

## 8. PAYMENT

- 8.1 Fees. Customer agrees to pay Indoor Robotics the fees and other charges set forth in the Order (the "**Fees**").
- 8.2 Pricing. In respect of any pricing or pricelist quoted in an Order ("**Order Pricelist**"), Company shall be entitled from time to time, and by written notice, to increase the pricing under the Order Pricelist; *provided, however*, the amount of such increase shall not exceed the lesser of three (3%) percent or the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-1984=100) as published by the Bureau of Labor Statistics of the United States Department of Labor (or, if such index is not available, such other index as the Parties may agree most closely resembles such index). The updated Order Pricelist shall apply to the next Order renewal (or upon expiration of any other fixed pricing period agreed in the Order), provided that such notice was given at least thirty (30) days prior to such renewal.
- 8.3 Payment Terms. Except as may be expressly stated otherwise in the Order or these Terms: (a) all Fees are stated, and are to be paid, in US Dollars; (b) all Fees are payable in advance at the commencement of each billing cycle (except for Fees for overages, which are charged in arrears), and shall be paid within thirty (30) days of receipt of invoice; (c) all payments and payment obligations under this Agreement are non-refundable, and are without any right of set-off or cancellation; (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable Law; and (e) Indoor Robotics shall be entitled to issue invoices (and any associated reporting) and billing notices via email to the applicable Customer contact email address specified in the Order and/or via a functionality of the Platform.
- 8.4 Payment Processing. Customer represents and warrants that all payment and billing information provided is (and will remain) complete and accurate, and Customer has obtained all necessary consents to enable the necessary payment method. If applicable to the payment method, payment of Fees may be processed through a third-party payment processing service (which will receive and process Customer's billing information), and additional terms may apply to such payments. Customer authorizes Indoor Robotics (and/or its designee) to: (a) request and collect payment (and to otherwise take other billing actions, such as refunds) from Customer on a recurring basis; and (b) make any inquiries Indoor Robotics deems necessary, from time to time, to validate Customer's designated payment method or financial information, in order to ensure timely payment of Fees (including, but not limited to, for the purpose of receiving updated payment details from Customer's payment, credit card, or banking account provider – such as, updated expiry date or card number).
- 8.5 Taxes. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges (except for taxes based upon Indoor Robotics' net income), as well as transportation or insurance. Customer must provide a valid tax exemption certificate if claiming a tax exemption. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Indoor Robotics shall be increased by the amount necessary so that Indoor Robotics receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction.
- 8.6 Usage Audit. Indoor Robotics (or a third party it reasonably designates) shall, from time to time, be entitled to audit Customer's deployment and use of the Platform (a "**Usage Audit**"), and Customer shall facilitate such Usage Audit by providing Indoor Robotics with all access reasonably requested by Indoor Robotics (such as, for the purpose of calculating any Fees for overages).

## 9. OWNERSHIP

- 9.1 Indoor Robotics Materials. Indoor Robotics (and/or its licensors and suppliers, as applicable) is, and shall be, the sole and exclusive owner of all right, title and interest (including without limitation all Intellectual Property Rights) in and to: (a) the Platform; (b) the Hardware; (c) the Services; (d) the Platform Content; (e) Indoor Robotics' Confidential Information; (f) any feedback, suggestions, or ideas for or about the Platform, Platform Content, or Hardware (collectively, "**Feedback**"); (g) Usage Statistics; and (h) any improvements, derivative works, enhancements, and/or

modifications of/to any of the foregoing (including, but not limited to, any algorithms, analysis methods, and other techniques developed within the scope of this Agreement) developed hereunder, regardless of inventorship or authorship. Customer shall procure the assignment (and hereby irrevocably assigns) to Indoor Robotics (and/or its designee(s)) the ownership rights set forth in this Section (*Ownership*), and undertakes to do all things reasonably requested by Indoor Robotics (including without limitation executing, filing, and delivering instruments of assignment and recordation), at Indoor Robotics' expense, to perfect such ownership rights. For the avoidance of doubt, it is acknowledged and agreed that Indoor Robotics (alone and/or together with its Affiliates and service providers) may use Customer Content in an aggregated or anonymized manner for the purpose of generating Usage Statistics, as well as for the purpose of enhancing the Platform, and nothing in this Agreement shall be deemed to prohibit or otherwise limit such activities.

- 9.2 Customer Content. As between the Parties, Customer is, and shall be, the sole and exclusive owner of all Customer Content. Nothing in this Agreement prevents Indoor Robotics from disclosing Customer Content to the extent required by Law, subpoenas, or court orders, but Indoor Robotics will use commercially reasonable efforts to notify Customer where permitted to do so.
- (a) Unless the Platform specifically requests otherwise, Customer shall ensure that no Customer Content includes or links to Sensitive Data.
  - (b) Customer represents and warrants that: (a) no processing of Customer Content under this Agreement (whether by Indoor Robotics, its Affiliates, or the Hosting Provider) will violate any Law, proprietary right, or privacy right; and (b) it has obtained and will maintain all required consents and licenses, and will maintain all ongoing legal bases under relevant privacy Laws (if applicable), necessary to provide, make available, and otherwise expose Customer Content to Indoor Robotics, its Affiliates, and the Hosting Provider (defined below).
  - (c) Unless otherwise specifically agreed in writing, Customer Content may be hosted and processed by Company and its respective third party service providers in Israel, the United States, or other locations around the world.
  - (d) The Platform is not intended to, and will not, operate as a data storage or archiving product or service, and Customer agrees not to rely on the Platform for the storage of any Customer Content. Customer is solely responsible and liable for the maintenance and backup of all Customer Content.

## 10. CONFIDENTIALITY

10.1 General. Either Party may disclose or otherwise make available Confidential Information under this Agreement and shall, in doing so, be referred to as the "**Discloser**" hereunder. The other Party when receiving Confidential Information shall be referred to as the "**Recipient**". For the avoidance of doubt, disclosures by, to, or between the Parties' respective Affiliates shall also be deemed Confidential Information and be subject to this Agreement.

10.2 Exclusions. Confidential Information shall not include any information that: (a) is lawfully known by the Recipient at the time of disclosure, on a non-confidential basis; (b) is or becomes, through no fault of the Recipient, available to the general public; (c) is independently developed by the Recipient without use or reference to such Confidential Information; or (d) is rightfully disclosed to Recipient on a non-confidential basis by a third party.

10.3 Safeguarding. The Recipient shall: (a) keep the Confidential Information as confidential; (b) not disclose the Confidential Information to any person (except as expressly permitted below), unless it first obtains the express written consent of the Discloser; and (c) not use the Confidential Information for any purpose, except to perform under this Agreement. Without limiting the foregoing, Recipient agrees that it will exercise the same standard of care used by Recipient in protecting its own Confidential Information of a similar nature (but in any event not less than a reasonable standard of care).

10.4 Permitted Disclosures. Recipient may only disclose Confidential Information to the following recipients (each, a "**Representative**"), and provided such Representatives are bound to the Recipient by an agreement of confidentiality that contains substantially the same obligations contained in this Agreement (or by comparable fiduciary or professional duties of confidentiality):

- (a) its and its Affiliates' employees or third party contractors with a need to know the Confidential Information for the purpose of performing the Recipient's obligations under this Agreement; and
- (b) its and its Affiliates' lawyers, accountants, professional advisors, and potential investors.

Recipient shall advise Representatives of the confidential nature of the Confidential Information, and Recipient shall in any event remain primarily liable for the acts and/or omissions of its Representatives with respect to the Discloser's Confidential Information.

10.5 Required Legal Disclosures. Recipient may disclose Confidential Information where it is required to be disclosed by law or order of any court or regulatory body of competent jurisdiction provided that the Recipient shall notify the Discloser prior to making any such disclosure in order to provide such Discloser an opportunity to seek an appropriate protective order or other relief to prevent such disclosure unless prohibited from doing so by applicable law. The Recipient shall

cooperate fully (at the Discloser's expense) in all efforts to prevent or minimize the disclosure of the Discloser's Confidential Information.

10.6 Return and Destruction. Upon written request by Discloser (which may be within a reasonable time following termination of this Agreement), Recipient will (as reasonably directed) return, permanently erase, and/or destroy all Confidential Information within its possession or control. Notwithstanding the foregoing, the Recipient may retain an archival copy of Confidential Information only to the extent that: (a) such archival copy it is contained in electronic files as part of the Recipient's regular data backup or archiving procedures, and/or (b) such retention is required by applicable Law, and/or is required to satisfy the requirements of a regulatory authority, a body of competent jurisdiction, or the rules of any listing authority or stock exchange; and in each of the foregoing cases under paragraphs (a)-(b), provided further that the Recipient shall treat any such archived Confidential Information at all times in accordance with the terms of this Agreement.

## 11. DISCLAIMER

EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT:

11.1 THE PLATFORM, PLATFORM CONTENT (INCLUDING WITHOUT LIMITATION ANY REPORTS OR OUTPUT), HARDWARE, SERVICES, AS WELL AS ANY OTHER GOODS AND SERVICES PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF INDOOR ROBOTICS HEREUNDER (COLLECTIVELY, THE "**INDOOR ROBOTICS MATERIALS**") ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY INDOOR ROBOTICS AND ITS SUPPLIERS AND LICENSORS; AND

11.2 INDOOR ROBOTICS DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF INDOOR ROBOTICS MATERIALS; (B) THAT CUSTOMER'S USE OF INDOOR ROBOTICS MATERIALS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (C) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. INDOOR ROBOTICS WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO HOSTING PROVIDERS OR PUBLIC NETWORKS.

## 12. LIMITATION OF LIABILITY

12.1 EXCEPT FOR BREACHES OF CONFIDENTIALITY UNDER SECTION Error! Reference source not found.10 (*CONFIDENTIALITY*), A BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AND/OR A CUSTOMER BREACH OF THE SUBSCRIPTION (SUCH AS A BREACH UNDER SECTION 5 (*USAGE RESTRICTIONS*)), IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR: (a) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE LOSSES OR DAMAGES; (b) ANY LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, OR WASTED EXPENDITURE; (c) ANY LOSS OF, OR DAMAGE OR INTERRUPTION TO, DATA, NETWORKS, INFORMATION SYSTEMS, REPUTATION, OR GOODWILL; AND/OR (d) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

12.2 THE COMBINED AGGREGATE LIABILITY OF INDOOR ROBOTICS AND ITS AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO INDOOR ROBOTICS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE GIVING RISE TO LIABILITY.

12.3 THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, MISREPRESENTATION, RESTITUTION, OR OTHERWISE.

## 13. INDEMNIFICATION

13.1 **Indoor Robotics Indemnity.** In the event that, during the term of this Agreement or the six (6) month period thereafter, a third party makes or institutes any claim, action, or proceeding against Customer alleging that Customer's authorized access and use of the Platform infringes such third party's copyright or patent (an "**Infringement Claim**"), Indoor Robotics shall:

- (a) at its own expense, defend Customer against the Infringement Claim; and
- (b) indemnify and hold harmless Customer for any amount finally awarded against or imposed upon Customer by the court (or otherwise agreed in settlement) under the Infringement Claim (provided, however, that any insurance recoveries and/or indemnity or contribution amounts received by the Customer prior to receipt of indemnification by Indoor Robotics shall reduce the indemnifiable amount to be paid by Indoor Robotics by the amount of such recovery).

Indoor Robotics will have no obligation or liability under this Section (*Indemnification*) to the extent that the Infringement Claim is based on or results from: (i) a modification to the Platform not made by Indoor Robotics; (ii) the combination of the Platform with any third party product or service; and/or (iii) any Customer instructions or specifications.

Should the Platform (in whole or in part) become, or in Indoor Robotics' opinion be likely to become, the subject of an Infringement Claim, then Customer permits Indoor Robotics, at Indoor Robotics' option and expense, to either: (x) obtain for Customer the right to continue using the Platform (or part thereof); or (y) replace or modify the Platform (or part thereof) so that its use hereunder becomes non-infringing; *provided, however*, that if (x) and (y) are not, in Indoor Robotics' opinion, commercially feasible, Indoor Robotics may terminate this Agreement upon written notice to Customer, following which Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees hereunder based remaining period of the Subscription Term.

Indoor Robotics' combined aggregate liability under this Section (*Indemnification*) shall be capped at the lower of: (a) ten (10) times the amounts actually paid by Customer to Indoor Robotics under this Agreement; and (b) Two Million US Dollars (US\$ 2,000,000).

13.2 **Customer Indemnity.** Customer shall: (a) at its own expense defend Indoor Robotics, its Affiliates and their respective directors, officers, employees and representatives (each, a "**Indoor Robotics Indemnitee**") against any third party demand or claim made against an Indoor Robotics Indemnitee resulting from Customer's misuse or unauthorized use of any Indoor Robotics Materials and/or for any breach of the Subscription or under Section 5 (*Usage Restrictions*) above (each, a "**Misuse Claim**"); and (b) indemnify and hold harmless the Indoor Robotics Indemnitee for any amounts finally awarded against or imposed upon the Indoor Robotics Indemnitee (or otherwise agreed in settlement) under the Misuse Claim, as well as for any out-of-pocket legal expenses (including reasonable attorney's fees) reasonably incurred by Indoor Robotics under the Misuse Claim.

13.3 **Indemnity Procedure.** As a condition to the foregoing, the indemnified Party agrees: (A) to provide the indemnifying Party with prompt written notice of the Infringement Claim or Misuse Claim, as applicable (the "Claim"); (B) to cede to the indemnifying Party sole control of the defense and settlement of the Claim (except that any settlement shall require the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned or delayed); (C) to provide the indemnifying Party with all information and assistance reasonably requested by it; and (D) not to admit any liability under (or otherwise compromise the defense of) the Claim. The indemnified Party may participate in the defense of the Claim at its own cost and expense.

13.4 **Sole Remedy.** This Section represents the indemnifying Party's sole obligation and liability, and the indemnified Party's sole remedy, for the Claim.

## 14. **TERM AND TERMINATION**

14.1 **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue for the duration of the Subscription Term (defined below).

14.2 **Renewal.** Unless specified otherwise in the Order, upon expiration of the initial Subscription term specified in the Order (the "**Initial Subscription Term**"), the Subscription shall automatically renew for successive renewal terms of twelve (12) months each (each a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either Party notifies the other Party in writing that it chooses not to renew ("**Non-Renewal Notice**"); *provided, however*, that the Non-Renewal Notice is given at least sixty (60) days prior to the end of the then-current Subscription Term. At the commencement of each Renewal Subscription Term, Indoor Robotics shall be entitled to invoice Customer for the applicable Fees therefor.

14.3 **Termination for Cause.** Either Party may terminate this Agreement upon written notice to the other Party:



- (a) If the other Party commits a material breach under this Agreement, and fails to cure such breach within forty-five (45) days after receiving written notice from the other Party alleging the breach (except that for payment breaches, the cure period shall be fourteen (14) days); or
- (b) Upon the occurrence of any of the following events in respect of such other Party: (i) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (ii) the other Party makes a general assignment for the benefit of its creditors; (iii) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (iv) the other Party is liquidating, dissolving or ceasing normal business operations.

14.4 Suspension. Indoor Robotics reserves the right to temporarily suspend provision of the Platform: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Indoor Robotics deems such suspension necessary as a result of Customer's breach of the Subscription (such as a breach under Section 25 (*Usage Restrictions*)); (c) if Indoor Robotics reasonably determines suspension is necessary to avoid material harm to Indoor Robotics, to its other customers, or to the Platform, including if the Platform's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Indoor Robotics' control, or (d) as required by Law or at the request of governmental entities.

14.5 Effect of Termination; Survival. Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate; (b) Customer shall cease all access and use of the Platform (and Indoor Robotics shall be entitled to verify same) and certify in a signed writing that it has done so; and (c) Customer shall pay any outstanding Fees and other charges that accrued as of termination, which shall become immediately due and payable, and, if necessary Indoor Robotics shall issue a final invoice therefor. Customer acknowledges that following termination it will have no further access to any Customer Content within the Platform, and that Indoor Robotics may (but shall not be obligated to) delete any Customer Content as may have been stored by Indoor Robotics at any time. Sections 9 (*Ownership*) through 1515 (*Miscellaneous*) shall survive termination of this Agreement, as shall any right, obligation or provision that is expressly stated to so survive or that ought by its nature to survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

## 15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by the Parties with respect to such subject matter. In entering into this Agreement, neither Party is relying on any representation or statement not expressly specified in this Agreement. Without limiting the generality of the foregoing, this Agreement supersedes the following, each of which shall be deemed rejected, void and of no effect: (i) any shrink-wrap, click-wrap, or similar terms and conditions that accompany, or are included within, the Platform, even if use of the Platform requires an affirmative "acceptance" thereof (except where Customer has purchased its Subscription from a Channel Partner, and Customer is accepting this Agreement via the Platform); and (ii) any terms or conditions (whether printed, hyperlinked, or otherwise) in any purchase order or other standardized business forms, which purport to supersede, modify or supplement this Agreement. Customer shall include the Order reference/number in any purchase order issued to Indoor Robotics. The section headings used in this Agreement are for convenience of reading only. This Agreement may be executed in any number of counterparts (including digitally, electronically scanned and e-mailed PDF copies, and any similarly signed and electronically or digitally transmitted copies) each of which will be considered an original, but all of which together will constitute one and the same instrument.

15.2 Amendment. This Agreement may only be modified or supplemented by a written instrument referencing this Agreement, which is duly signed by each Party.

15.3 Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior express written consent of the other Party; *except, however*, that either Party may, upon written notice, assign this Agreement in whole to: (A) an Affiliate; or (B) a successor in connection with a merger, consolidation, or acquisition of all or substantially all of the assigning Party's assets or business relating to this Agreement. Any prohibited assignment will be null and void. Subject to the provisions of this Section (*Assignment*), this Agreement will bind and inure to the benefit of each Party and its respective successors and assigns. Furthermore, any Indoor Robotics obligation hereunder may be performed (in whole or in part), and any Indoor Robotics right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Indoor Robotics.

15.4 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. Any claim, dispute or controversy between the Parties will be subject to the exclusive jurisdiction and venue of the courts located in Tel Aviv, Israel and each Party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction. EXCEPT TO SEEK EQUITABLE RELIEF, PAYMENT OF FEES, OR TO OTHERWISE

PROTECT OR ENFORCE A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY OBLIGATIONS, NO ACTION, REGARDLESS OF FORM, UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE CORRESPONDING LIABILITY AROSE. Any claims or damages that Customer may have against Indoor Robotics shall only be enforceable against Indoor Robotics, and not any other entity or Indoor Robotics' officers, directors, representatives, or agents.

- 15.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the Parties agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 15.6 Publicity. Indoor Robotics may use Customer's name and logo on the Site and in its promotional materials to state that Customer is a customer of the Indoor Robotics. Moreover: (a) within thirty (30) days of the Effective Date, Customer agrees to provide a quote from one of Customer's executives about the Platform, for publication in Indoor Robotics' marketing materials, such as the Site; and (b) Customer agrees to reasonably cooperate with Indoor Robotics in the creation and promotion of a case-study to be published in Indoor Robotics' marketing materials, such as the Site. For the avoidance of doubt, use and publication of such quotes and case-study shall be at Indoor Robotics' sole discretion.
- 15.7 Waiver and Remedies. No failure or delay on the part of either Party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving Party, and will be valid only in the specific instance in which given. Except as may be expressly provided otherwise in this Agreement, no right or remedy conferred upon or reserved by either Party under this Agreement is intended to be, or will be deemed, exclusive of any other right or remedy under this Agreement, at law, or in equity, but will be cumulative of such other rights and remedies.
- 15.8 No Third Party Beneficiaries. Except as may be expressly provided otherwise in this Agreement (such as Indoor Robotics' Affiliates), there shall be no third-party beneficiaries of or under this Agreement.
- 15.9 Relationship. The relationship of the Parties is solely that of independent contractors, neither Party nor its employees are the servants, agents, or employees of the other, and no exclusivities arise out of this Agreement. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, franchise, fiduciary, partnership, association, or otherwise between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party and neither Party will create or attempt to create any obligation, express or implied, on behalf of the other Party.
- 15.10 Force Majeure. Neither Party shall have any liability, or otherwise be deemed in breach, for any performance (excluding payment obligations) under this Agreement that is prevented, hindered, or delayed by reason of an event of Force Majeure (defined below). The Party so affected shall be excused from such performance to the extent that, and for so long as, performance is prevented, interrupted, or delayed by the Force Majeure. If and when performance is resumed, all dates specified under this Agreement shall be automatically adjusted to reflect the period of such prevention, interruption, or delay by reason of such Force Majeure. For purposes of this Agreement, an event of "**Force Majeure**" shall be defined as: (a) fire, flood, earthquake, explosion, pandemic or epidemic (or similar regional health crisis), or act of God; (b) strikes, lockouts, picketing, concerted labor action, work stoppages, other labor or industrial disturbances, or shortages of materials or equipment, or failure of (or delay in) delivery by Indoor Robotics' suppliers or carriers; (c) invasion, war (declared or undeclared), terrorism, riot, insurrection, or civil commotion; (d) an act of governmental or quasi-governmental authorities; (e) failure of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, shortage of adequate power or transportation facilities; and/or (f) any matter beyond the reasonable control of the affected Party.
- 15.11 Notices. Except as may be specified otherwise in this Agreement, all notices, consents, or other communications provided for in connection with this Agreement shall be in writing, and shall be deemed given upon: (a) personal delivery; (b) the second business day after mailing via either U.S. mail or mailing via registered or certified mail with postage prepaid and return receipt requested; (c) upon delivery confirmation by nationally recognized overnight delivery service ("**Courier**"); (d) the second business day after sending confirmed by facsimile; (e) the first business day after sending by email.

- 15.12 Export Compliance. Customer represents and warrants that: (a) it is not a resident of, and will not access or use Indoor Robotics Materials in, a country that the U.S. government has embargoed for use of Indoor Robotics Materials, and that Customer is not a person or entity named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations of any jurisdiction; and (b) its country of residence and/or incorporation (as applicable) is the same as the country specified in the contact and/or billing address provided to Indoor Robotics. Customer shall not transfer, export, re-export, import, re-import or divert Indoor Robotics Materials in violation of any Export Control Laws (defined below), and shall not transfer, export, re-export, import, re-import or divert Indoor Robotics Materials to Lebanon, Syria, Iran, Iraq, Sudan, Yemen, Cuba, or North Korea (or other countries specifically designated in writing by Indoor Robotics from time to time). In the event of a breach under this Section (*Export Compliance*), Customer agrees to indemnify and hold harmless Indoor Robotics and all Indoor Robotics Affiliates (and their respective directors, officers, and employees) for any fines and/or penalties imposed upon Indoor Robotics or its Affiliate (or such persons) as a result of such breach. "**Export Control Laws**" means all applicable export and re-export control Laws applicable to Customer and/or Indoor Robotics or its Affiliates, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.
- 15.13 Expense. Except as may be expressly stated otherwise in this Agreement, each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).
- 15.14 Government Users. If Customer is a U.S. government entity, or this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that the Platform constitutes "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, DFARS 252.227-7014 and DFARS 227.7202. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Platform shall be as provided in this Agreement. If a government agency needs additional rights, it must negotiate a mutually acceptable signed written addendum to this Agreement specifically granting those rights.
- 15.15 Anti-Corruption. Customer acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any of Indoor Robotics' or its Affiliates' employees, partners, representatives, or agents, in connection with this Agreement.
- 15.16 Customer Resources. Except for the Platform and the Hardware provided by Indoor Robotics hereunder, Customer shall be solely responsible: (a) for providing all hardware, software, systems, assets, facilities, and ancillary goods and services needed for Customer to access and use the Platform and Hardware; (b) for ensuring their compatibility with the Platform and Hardware; and (c) for obtaining (and maintaining) all consents and licenses necessary to exercise Customer's rights under the Subscription. Moreover, Customer shall ensure that the Location (as well as all Customer property therein) is insured in a Property Insurance policy against 'all risks' (and that such policy includes a waiver of subrogation towards Indoor Robotics). Without derogating from any limitations or exclusions of liability in this Agreement, Customer hereby irrevocably waives any claims against Indoor Robotics for sums to which Customer is entitled under any policy carried by Customer or on its behalf.
- 15.17 Data Processing Agreement (DPA). To the extent that, in connection with the processing of Customer Content pursuant to this Agreement, Customer requires a data processing agreement: (a) Customer shall execute (and deliver to Indoor Robotics the executed copy of) the DPA (defined below); and (b) Indoor Robotics processes any Personal Data (as defined in the DPA) of the Customer and/or its Affiliates solely as Processor (as defined in the DPA), and Customer shall be the Controller (as defined in the DPA). In addition to any further instructions specified in the DPA, this Agreement represents Customer's instructions for processing of Personal Data. In the event Customer fails to deliver an executed version of the DPA to Indoor Robotics, then: (a) to the maximum extent permitted by Law, Customer shall be solely and fully responsible and liable for any breach, violation, infringement, and/or processing of such Personal Data without a data processing agreement; (b) in the event of any demand, claim, or proceeding of any kind related to any such breach, violation, or infringement, and/or any demand, claim, or proceeding related to processing of such Personal Data without a data processing agreement, Customer shall defend, hold harmless and indemnify Indoor Robotics and its Affiliates (as well as their respective employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees incurred or suffered by such persons; and (c) any limitations on, or exclusions of, of Customer's liability under this Agreement shall not apply in connection with the above subparagraphs (a) and (b).
- 15.18 Technical Advice. Indoor Robotics shall have no obligation or liability for any technical advice furnished to Customer, including without limitation technical advice with respect to the use of the Platform or Hardware, all such technical advice being given and accepted at Customer's risk.

- 15.19 Feature Specific Terms. Features and functionalities may be accompanied by separate or additional terms and conditions (in each case, "**Feature Specific Terms**"). Except to the extent expressly stated otherwise within Feature Specific Terms, all Feature Specific Terms apply in addition to (and not instead of) this Agreement.
- 15.20 Third Party Content. The Platform may present, or otherwise allow Customer to view, access, link to, and/or interact with, Content from third parties and other sources that are not owned or controlled by Indoor Robotics (such Content, "**Third Party Content**"). The Platform may also enable Customer to communicate with the related third parties. The display or communication to Customer of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Indoor Robotics of such Third Party Content or third party, nor any affiliation between Indoor Robotics and such third party. Indoor Robotics shall have no obligation or liability of any kind whatsoever for Third Party Content or for the third party's policies, practices, actions, or omissions.
- 15.21 Third Party Software. The Platform may include what is commonly referred to as 'open source' software. Under some of their respective license terms and conditions, Company may be required to provide Customer with notice of the license terms and attribution to the third party, in which case Company may provide Customer with such information (whether via the Platform, via the Site, or otherwise). Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable licensor (which terms and conditions shall not restrict the license rights granted to Customer hereunder), and to the extent any such license terms and conditions grant Customer rights that are inconsistent with the limited rights granted to Customer in this Agreement, then such rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software. Company will comply with any valid written request submitted by Customer to Company for exercising any rights Customer may have under such license terms and conditions.