Terms of Service

These Terms of Service (the "**Terms**") are a legal contract between Qualcomm Technologies, Inc., a Delaware corporation with offices located at 5775 Morehouse Drive, San Diego, California 92121 ("**QTI**"), and the company or other legal entity on behalf of which you, the individual agreeing hereto, have agreed to these Terms and any accompanying Statements of Work or Order Forms (such company or other legal entity, the "**Company**") (QTI and the Company, collectively, the "**Parties**," and each individually, a "**Party**"). You, the individual, represent and warrant that you have the full corporate right, power, and authority to enter into these Terms on behalf of the Company, that these Terms have been duly authorized by the Company, and that these Terms will constitute the legal, valid, and binding obligation of the Company, enforceable against the Company.

BY EXECUTING OR OTHERWISE AGREEING TO ANY STATEMENT OF WORK OR ORDER FORM BETWEEN THE COMPANY AND QTI THAT REFERENCES THESE TERMS, WHETHER THROUGH ELECTRONIC OR PHYSICAL SIGNATURE, EMAIL, CLICK-THROUGH ACCEPTANCE, OR ANY OTHER MEANS OF MANIFESTING ASSENT, OR BY ACCESSING OR USING THE PLATFORM SOFTWARE OR SERVICES (THE FIRST DATE ON WHICH ANY SUCH ACTION OCCURS, THE "EFFECTIVE DATE"), YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM ON BEHALF OF THE COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF THE COMPANY DOES NOT AGREE TO THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND THE COMPANY MAY NOT ACCESS OR USE THE PLATFORM SOFTWARE OR SERVICES.

WHEREAS, QTI is engaged in the business of providing robotics software, consulting, software development, and related services; the Company wishes to obtain access to such software and to retain QTI to provide such services, in each case, as described herein and in the applicable Statements of Work and Order Forms; and QTI wishes to provide the same to the Company, each on the terms and conditions set forth herein.

NOW, **THEREFORE**, in consideration of the mutual covenants, conditions, and agreements as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For the purposes of these Terms, the following terms have the following meanings:

1.1. "**Affiliates**" means, with respect to a Party, any company, corporation or other legal entity that, at any time, directly or indirectly, Controls, is Controlled by, or is under common Control with such Party (but only as long as such Control exists). For the purpose of this definition, the term "**Control**" means (i) the beneficial ownership (whether direct or indirect) of more than fifty percent (50%) of the voting power of an entity, or (ii) in the case of an entity that does not have outstanding voting shares or securities, the majority (i.e., more than fifty

percent (50%)) of the equity interests in such entity is now or hereafter owned or controlled by another entity, either directly or indirectly.

1.2. "**Aggregated Data**" has the meaning set forth in Section 9.6.

1.3. "**Authorized User**" means all Persons authorized by the Company to access and use the Platform Software or Services under the rights granted to the Company pursuant to these Terms.

1.4. "**Background Technology**" means all tools, programs, designs, processes, formulas, techniques, improvements, inventions, works of authorship, software, data, know-how, ideas, methodologies, specifications, code libraries, algorithms, protocols, routines, subroutines, network systems, machine learning models, Trade Secrets (defined below), and other technology that: (a) were created, developed, acquired, owned, or licensed by QTI prior to the Effective Date; (b) are created, developed, acquired, owned, or licensed by QTI after the Effective Date independently of the Services performed for the Company; (c) have general applicability to QTI's business and are not based on or derived from any Confidential Information of the Company; or (d) are modifications, enhancements, or derivatives of any of the foregoing. For the avoidance of doubt, "Background Technology" includes the Platform Software.

1.5. "**Company Data**" means all data, information, images, and other content provided to QTI or its contractors, in whatever manner, by or on behalf of the Company in connection with the Platform Software or Services, including any data input into or uploaded to the Platform Software by or on behalf of the Company or its Authorized Users. Company Data excludes Usage Data, Aggregated Data, and Feedback (each as defined below).

1.6. "**Company Developments**" means any of the following: (i) any change to any MoveIt Pro Offering developed by or for the Company under these Terms, and (ii) other software developed by or for the Company under these Terms for use with any MoveIt Pro Offering or using any application programming interfaces in such MoveIt Pro Offering, where such changes as described in (i) or other software as described in (ii) are limited for use in or with MoveIt Pro Offerings. "Company Developments" does not include any software, including any change to any MoveIt Pro Offerings, developed for the Company by QTI or QTI Affiliates.

1.7. "**Confidential Information**" means all information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, and planning information, samples, beta versions, schematics, prototypes, and other confidential or proprietary information, in any form or medium (e.g., written, verbal, electronic, visual), that: (a) has been identified by the Disclosing Party as "Confidential" or "Proprietary"; or (b) should reasonably be understood to be confidential to the Disclosing Party based on the nature of the information or the circumstances of its disclosure. Without limiting the foregoing, the Developed Software, the Background Technology, and the pricing and other terms of any Statement of Work or Order Form are Confidential Information of QTI. Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (i) was already known to the Receiving Party without

restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (ii) was or is independently developed by the Receiving Party without use of any of the Disclosing Party's Confidential Information; (iii) was or becomes generally known by the public other than by breach of these Terms by, or other wrongful act of, the Receiving Party or any of its representatives; or (iv) was received by the Receiving Party from a third party who was not, at the time of such disclosure, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

1.8. "**Developed Software**" means the custom computer source code, libraries, and program(s), including any documentation and/or materials associated therewith, that QTI develops for, and delivers to, the Company under a Statement of Work, excluding any Background Technology and Third-Party Products.

1.9. "**Disclosing Party**" has the meaning set forth in Section 1.7.

1.10. "**Documentation**" means all user manuals, instructions, guides, model cards, and other specifications and technical materials, in any form or media, relating to the Platform Software or Services that QTI provides or makes available to the Company, as updated by QTI from time to time.

1.11. "**EAR**" has the meaning set forth in Section 18.3.

1.12. "**Embargoed Country**" has the meaning set forth in Section 18.3.

1.13. "**Equipment**" has the meaning set forth in Section 5.

1.14. "**Evaluation Materials**" has the meaning set forth in Section 2.5.

1.15. "**Exceptions**" has the meaning set forth in Section 4.4.

1.16. "**Export**" has the meaning set forth in Section 18.3.

1.17. "**Export and Sanctions Laws**" has the meaning set forth in Section 18.3.

1.18. "**Feedback**" has the meaning set forth in Section 10.

1.19. "**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) Trade Secrets, know-how, and similar Confidential Information; and (e) all other intellectual property rights, in each case, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.20. "**Items**" has the meaning set forth in Section 18.3.

1.21. "**Malicious Code**" means any virus, Trojan horse, worm, time bomb, logic bomb, malware, ransomware, spyware, or other malicious or disabling code, program, or software designed to disable, damage, erase, or permit unauthorized access to software, hardware, or data.

1.22. "**MoveIt Pro Offerings**" means (i) the Platform Software; (ii) the Developed Software; (iii) the MoveIt Pro Supporting Materials; and (iv) other technology or documentation solely as provided under these Terms, including any updates or upgrades thereof.

1.23. "**MoveIt Pro Supporting Materials**" means the MoveIt Pro software development kits (SDKs), configurations, behavior trees and Documentation.

1.24. "**Notice File**" has the meaning set forth in Section 4.4.

1.25. "**Order Form**" has the meaning set forth in Section 2.1.

1.26. "**Permitted AI Use**" has the meaning set forth in Section 8.2.

1.27. "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

1.28. "**Platform Software**" means MoveIt Pro and any other proprietary computer software, source or object code, libraries, program(s), and modules, including any Documentation and/or materials associated therewith and any updates, upgrades, and new versions thereof, that QTI owns, controls, or otherwise makes available to the Company under an Order Form, excluding Developed Software.

1.29. "**QTI Indemnitees**" has the meaning set forth in Section 16.1.

1.30. "**Receiving Party**" has the meaning set forth in Section 1.7.

1.31. "**Restricted Parties**" has the meaning set forth in Section 18.3.

1.32. "**Runtime License**" means a license to use the Platform Software on robot hardware.

1.33. "**Services**" means the professional, consulting, software development, integration, training, support, and other services that QTI provides to the Company under these Terms and any Statement of Work or Order Form.

1.34. "**Statement of Work**" has the meaning set forth in Section 3.

1.35. "**Subscription Term**" has the meaning set forth in Section 2.1.

1.36. "**Third-Party Products**" means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, algorithms, content, and technology in which any Person other than the Company or QTI owns any Intellectual Property Rights.

1.37. "**Trade Secret**" means all information, including any formula, pattern, compilation, program, device, product, method, technique, protocol, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other Persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1.38. "**Transactional Taxes**" has the meaning set forth in Section 6.7.

1.39. "**UAV**" has the meaning set forth in Section 18.3.

1.40. "**Usage Data**" has the meaning set forth in Section 9.6.

2. Platform License.

2.1. Platform Software License. The Company may purchase from QTI, pursuant to one or more order forms executed by both Parties, each of which is subject to and references these Terms (each, an "**Order Form**"), access to the Platform Software or any module or functional unit thereunder. Subject to the Company's compliance with these Terms (including timely payment of all applicable fees and compliance with the restrictions set forth in Section 2.2) and any restrictions set forth in the applicable Order Form, QTI hereby grants to the Company a limited, non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 18.1) license under the copyrights and trade secrets owned by QTI, during the subscription period set forth in the applicable Order Form (the "**Subscription Term**"), to install (to the extent the Platform Software is delivered for installation), access, and use the Platform Software (including to create Company Developments), solely (i) through its Authorized Users, (ii) in accordance with the Documentation and any usage limitations set forth in the applicable Order Form, and (iii) for the Company's internal research, development and testing in simulation purposes and, solely with respect to Runtime Licenses, for use with the Company's production environment, products and services for commercial purposes, including to deploy and use the Platform Software as incorporated into or operating with the Company's products and services provided to the Company's end users. Except as expressly set forth in these Terms, no rights or licenses are granted to the Company, whether by implication, estoppel or otherwise. The Company is responsible for all acts and omissions of its Authorized Users and for their compliance with these Terms, and shall maintain the confidentiality of all license keys, credentials, and account information used to access the Platform Software.

2.2. Prohibited Actions. The Company will not, and will not enable or permit any Affiliate, permitted subcontractor, Authorized User, permitted sublicensee, or other third party to:

a. copy, rent, sell, lease, sublicense, distribute, pledge, assign, or otherwise transfer or encumber rights to, any MoveIt Pro Offering, or any part thereof, or make any MoveIt Pro Offering available to anyone other than the Company's Authorized Users, including on a service bureau, time-sharing, or hosted basis; *provided* that the foregoing shall not restrict the Company from exercising rights expressly granted to it with respect to Runtime Licenses or Developed Software;

b. submit any Company Data that is unlawful or that infringes, misappropriates, or otherwise violates any Person's rights, including intellectual property, privacy, or publicity rights;

c. use any MoveIt Pro Offering for purposes of identifying or providing evidence to support any potential patent infringement claim against QTI or its Affiliates, or their suppliers and/or direct and indirect customers;

d. use any MoveIt Pro Offering in a manner that subjects or purports to subject any MoveIt Pro Offering to coverage or restriction by, any terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be distributed free of charge or for limited consideration, including, without limitation, terms under the GPL (GNU General Public License) or LGPL (GNU Lesser General Public License);

e. transmit into or store on the Platform Software any Malicious Code;

f. attempt to gain unauthorized access to, or disrupt the integrity or performance of, any MoveIt Pro Offering, or the data contained therein, or circumvent, disable, or interfere with any license key, usage limitation, or other security or technical protection measure of any MoveIt Pro Offering;

g. modify, translate, adapt, or create derivative works based on any MoveIt Pro Offering or any portion thereof, except for Company Developments;

h. access or use any MoveIt Pro Offering for the purpose of building a competitive product or service, publishing benchmarks or performance comparisons, or copying its features or user interfaces;

i. remove, delete, alter, or obscure, or fail to reproduce in and on any MoveIt Pro Offering, the QTI name or any copyright, trademark, or other proprietary rights notices appearing therein or thereon;

j. decompile, disassemble, reverse engineer, or attempt to reconstruct or discover any source code, structure, ideas, algorithms, or other hidden or non-public elements of any MoveIt Pro Offering, except to the limited extent that applicable law expressly prohibits such a restriction;

k. perform any deceitful, misleading, or fraudulent activity in connection with any MoveIt Pro Offering, including impersonating any Person, claiming a false affiliation, or accessing any account without permission;

l. use any MoveIt Pro Offering in an excessive or abusive manner as determined by QTI in its sole discretion; or

m. use any MoveIt Pro Offering for any unlawful purpose, to promote or engage in any harmful activities, in violation of any applicable export control or sanctions laws, or for any purpose not expressly permitted hereunder.

The Company shall be responsible for any breach of the foregoing by any Affiliate, permitted subcontractor, permitted sublicensee, or Authorized User as if breach were committed by the Company.

2.3. Additional Terms. Certain software, models, algorithms or related materials made available by QTI may be subject to additional terms, including QTI's Responsible AI License ("**RAIL**") and other terms as set forth in the applicable Order Form. The RAIL is incorporated into these Terms by reference and applies to the Company's access to and use of all such materials. Any rights or licenses granted to the Company with respect to such materials are expressly conditioned upon the Company's compliance with the RAIL. In the event of any conflict or inconsistency between these Terms and the RAIL with respect to such materials, the RAIL will control.

2.4. High-Risk Applications. To the extent the Company elects to use any MoveIt Pro Offering in: (a) personal service robots, humanoids, autonomous mobile robots, or any other safety critical robotics systems; (b) any products or services that are used in applications or environments requiring fail-safe performance, fault-tolerant or safety performance (including IEC 61508, ISO 13849, ISO 10218 or equivalent standards); or (c) other applications or environments outside the intended scope of use of any MoveIt Pro Offering or in deviation from limitations stated in release notes, integration guides, specifications or other documentation issued by QTI or QTI Affiliates with respect to any MoveIt Pro Offering, in which the failure or malfunction of any MoveIt Pro Offering could lead to death, personal injury or harm, or severe physical, environmental, or property damage, the Company hereby acknowledges and agrees that:

a. the Company shall assume all risk and liabilities associated with such uses (including risks associated with system design, product integration, validation, testing, redundancy, and compliance with safety obligations);

b. the Company shall indemnify, defend and hold QTI, its officers, and each of their respective directors, shareholders, predecessors, successors in interest, assigns, employees, agents, subsidiaries and Affiliates, harmless from and against any and all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, liabilities, costs (including but not limited to costs of defense, investigation and any attorneys' fees) and expenses arising from or relating to any claims arising from, resulting from or relating to any breach of this Section 2.4 by the Company; and

c. the Company shall be solely responsible to ensure its compliance with any and all applicable federal, state, and local statutes, laws, regulations, and guidelines, including IEC 61508, ISO 13849, ISO 10218, and any successor or equivalent robotics safety standards, any federal, state, or local requirements related to robotics safety,

and Federal Aviation Administration (FAA) restrictions or warnings, in connection with such uses.

2.5. Evaluation Access. QTI may make available to the Company, in QTI's sole discretion, certain software, features, modules, or services that are designated by QTI as beta, free trial, limited release, non-production, developer preview, proof of concept, evaluation or by any other similar designation ("**Evaluation Materials**"). Evaluation Materials shall be deemed MoveIt Pro Offerings and are subject to the terms applicable thereto hereunder, except that: (a) Evaluation Materials are provided "AS IS" without any warranty, support, or indemnification obligation of any kind; (b) QTI may suspend or terminate the Company's access to any Evaluation Materials at any time for any reason or no reason; (c) without limiting any other restrictions applicable to such license, the license QTI grants the Company with respect to the Evaluation Materials shall be limited to use, solely in connection with internal testing, demonstration, trial, and other evaluative (but not any developmental or productive) use, including, but not limited to, the assessment of the Evaluation Materials' compatibility with the Company's system, by an Authorized User solely for the Company's evaluation of the Evaluation Materials; and (d) notwithstanding anything to the contrary in these Terms, QTI shall have no liability of any kind to the Company arising out of or relating to the Evaluation Materials.

3. Professional Services. The Company may engage QTI to provide certain Services as set forth in one or more written statements of work executed by both Parties, each of which is subject to and references these Terms (each, a "**Statement of Work**"). Each Statement of Work will define the scope of Services to be provided by QTI thereunder, including any applicable fees, deliverables, milestones, assumptions, and any other service-specific terms. Except for Section 6.2, any change to the scope of a Statement of Work must be set forth in a written change order executed by both Parties.

4. Third-Party Products and Open Source Software.

4.1. Any MoveIt Pro Offering and/or the Services may interoperate with certain Third-Party Products. Such Third-Party Products are not under QTI's control, and QTI makes no representations or warranties with respect to, is not responsible or liable for, and does not endorse, any such Third-Party Products.

4.2. The Company uses all Third-Party Products at its own risk, and the Company and its Authorized Users are solely responsible for making their own independent judgment regarding any interaction or interoperation between any Third-Party Products and any MoveIt Pro Offering or Services. The Company agrees and acknowledges that it will use all Third-Party Products subject to any agreements and policies (including privacy policies) between the Company and the providers of such Third-Party Products.

4.3. The Company recognizes that if it configures the Platform Software to integrate with a third-party provider or service of any kind that data may be sent from the Company's environment directly to that provider. QTI does not control the provider's use of that data; the Company is responsible for reviewing and complying with that provider's terms and privacy policy, as applicable.

4.4. Third Party Notices. A MoveIt Pro Offering may contain or link to certain software code, and/or materials, including open source software components, that are Third-Party Products. QTI or QTI Affiliate may provide the Company with notice and/or attribution information, which may be provided in the form of a separate document; a digital file; readme file; release notes; a link to a support website; or software code; or other suitable communication pertaining to such Third-Party Products ("**Notice File**"). Except (i) where QTI or QTI Affiliate expressly identifies a third party license contained in a Notice File as a pass-through license, or (ii) if expressly prohibited by a third party license contained in the Notice File, including, any open source license included therein ((i) and (ii) being the "**Exceptions**"), the content of such Notice File is provided solely to satisfy QTI's or QTI Affiliates' attribution and/or notice obligations and the Company's use of such Third-Party Products together with any MoveIt Pro Offering is subject to the terms and conditions of these Terms. The Company further acknowledges and agrees that: (a) compliance with all copyright laws and third party license(s) included in the Notice File are the responsibility of the Company and the Company shall indemnify, defend and hold QTI, its officers, and each of their respective directors, shareholders, predecessors, successors in interest, assigns, employees, agents, subsidiaries and Affiliates, harmless from and against any and all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, liabilities, costs (including but not limited to costs of defense, investigation and any attorneys' fees) and expenses arising from or relating to any claims arising from, resulting from or relating to any breach of such terms; (b) the Company must not remove or alter any such Notice File; (c) except as may be granted by separate express written agreement, the Notice File provides no license to (i) any patents, trademarks, copyrights, or other intellectual property of QTI or QTI Affiliates or (ii) any patents, trademarks, copyrights, or other intellectual property of any acquirer of QTI or any affiliate of such acquirer; (d) any MoveIt Pro Offering or portion thereof, including, without limitation, any MoveIt Pro Offering, provided to the Company is NOT A CONTRIBUTION to any open source project; and (e) except with respect to the Exceptions, in the event of any conflict between the terms and conditions of these Terms and any third party license included in the Notice File or other open source software license terms, these Terms shall control.

5. Equipment. A Statement of Work may reference certain Company hardware or equipment ("**Equipment**") to be provided by the Company to QTI in connection with the Services. The Company will deliver all such Equipment to QTI promptly after the Statement of Work is executed by both Parties. The Company's failure to deliver the Equipment promptly may delay performance of the Services, and QTI shall not be responsible for any such delay or for any resulting additional costs, which shall be borne by the Company. Delivery to QTI shall be DDP (Incoterms 2020) to a location in the United States identified by QTI. Within ninety (90) calendar days following the expiration or termination of the applicable Statement of Work, the Company shall coordinate and pay for return shipment of the Equipment and provide QTI with return shipping instructions. Such return shipping shall be EXW (Incoterms 2020), at the Company's cost and risk. If the Company fails to provide return shipping instructions, QTI will provide the Company with notice of such failure. If within thirty (30) calendar days following such notice the Company has failed to coordinate such return shipment and deliver return instructions, QTI may, in its sole discretion and without liability, either dispose of the Equipment or continue to store the Equipment at the Company's cost

at QTI's then-current storage rates. All Equipment delivered to QTI shall: (a) remain the Company's personal property; (b) be insured by the Company at an amount equal to its replacement cost; (c) be subject to removal at the Company's request and expense; and (d) be held at the Company's risk of loss. QTI shall have no responsibility for any loss, theft, damage, or destruction of any Equipment.

6. Fees and Invoices.

6.1. Fees. The Company will pay the fees as set forth in the applicable Statement of Work or Order Form, or as may be otherwise agreed to by the Parties in writing from time to time. Except as expressly set forth in these Terms or the applicable Statement of Work or Order Form, all fees are non-cancellable and non-refundable. Unless otherwise set forth in the applicable Order Form, fees for the Platform Software for any renewal Subscription Term will be at QTI's then-current rates.

6.2. Fee Adjustments. At any time, QTI reserves the right to increase the pricing set forth in an Order Form or Statement of Work to take account of any increase in QTI costs related to the delivery of the Platform Software and/or Services respectively, including but not limited to increases in materials, labor, and other development or production costs, delivery charges, increases in taxes and duties and foreign exchange fluctuations. Any such price change(s) shall take effect upon notice from QTI.

6.3. Expenses. QTI's expenses incurred in providing the Platform Software and/or Services will be invoiced as additional fees if agreed to by both Parties prior to incurring the cost. All travel costs will be charged as a fixed-price amount agreed prior to the trip, and will include only "coach" class airfare and "compact" size rental cars, unless otherwise agreed by the Parties. Travel time will be billed at 50% of total travel time from departure from QTI's office to arrival at the final destination (office, hotel, etc.) at QTI's then-current standard hourly rate. Per diem expenses will also be included in travel costs.

6.4. Invoices. QTI will invoice the Company for the Platform Software, Services, and any reimbursable expenses as set forth in the applicable Statement of Work or Order Form or, if not so specified, on a monthly basis. Unless otherwise set forth in the applicable Statement of Work or Order Form, all undisputed amounts are due within fifteen (15) calendar days after the date of the applicable invoice.

6.5. Disputed Invoices. The Company shall notify QTI in writing of any dispute regarding any portion of an invoice, together with reasonable supporting detail, prior to the date payment is due for such invoice, and shall timely pay all undisputed portions of such invoice. For the avoidance of doubt, the Company will be deemed to have agreed to the fees in the applicable invoice if no such dispute is raised prior to such due date. The Parties shall work together in good faith to resolve any such dispute promptly.

6.6. Late Payment; Suspension. If the Company fails to pay any amount (in immediately available funds) when due, then, in addition to all other remedies available under these Terms or at law (which QTI does not waive by the exercise of any right under this Section 6.6), (a) all such late payments shall bear simple interest at the lower of: (i) 1.5% per month

(calculated daily on a 365-day year); or (ii) the highest rate permissible under applicable law, in either case, starting on the date such payment is due until the date the overdue amount plus such interest is paid; (b) the Company shall reimburse QTI for all reasonable costs of collection, including reasonable attorneys' fees; and (c) if any undisputed amount remains unpaid more than fifteen (15) calendar days after its due date, QTI may, upon written notice to the Company and without liability, suspend the Company's access to the Platform Software and/or QTI's performance of the Services until all past-due amounts are paid in full.

6.7. Taxes. All amounts are exclusive of sales tax, use tax, withholding tax, value-added tax (VAT), duties, and any other taxes or similar levies imposed by any government authority. All amounts due QTI shall be paid without deduction for any levies or charges of any nature which may be imposed. The Company will be solely responsible for any and all applicable taxes, including, but not limited to, the Company's income (but not QTI's income), sales and use taxes, VAT, excise tax, consumption tax, gross receipts, or similar taxes or surcharges, if any (collectively, "**Transactional Taxes**"). QTI acknowledges that it is QTI's responsibility to remit Transactional Taxes collected from the Company under these Terms to the applicable taxing authority. The Company is responsible for payment of such Transactional Taxes whether concurrently invoiced with the original invoiced amount or subsequently invoiced based on a review of the facts affecting the Company's tax status or a determination that the laws of the applicable jurisdiction(s) require assessment and collection of such Transactional Taxes. If Transactional Taxes are concurrently invoiced with the original invoiced amount, Transactional Taxes will be separately itemized on the invoices to which they apply. To the extent that QTI is held liable by any government authority for the Company's taxes, the Company shall indemnify QTI against all such taxes and other ancillary costs that may be imposed on QTI. Notwithstanding the foregoing, if the Company is required by applicable law to withhold income taxes from any payment due QTI, then the amount due to QTI in respect to such payment shall be reduced by the amount of such income tax withholding. The Company will deliver to QTI an income tax withholding certificate or similar documentation reasonably satisfactory to QTI evidencing payment of any such withholding. Upon receipt by QTI of the income tax withholding certificate, the portion of the invoice represented by the income tax withholding certificate will be deemed fully paid. If there is an applicable tax treaty or various rates and/or exemptions under local law, QTI agrees to provide the Company the necessary documentation in order to have the Company withhold at the beneficial treaty rate or applicable rate and/or exemption under local law. The Company agrees that upon receipt of the necessary documentation, the Company will only withhold at the beneficial treaty rate or applicable rate and/or exemption under local law. If the Company fails to withhold income taxes from any payment due QTI where income tax withholding is required by applicable law, QTI shall have no obligation to reimburse the Company for such unwithheld income taxes, unless the Company requests reimbursement from QTI in writing within sixty (60) calendar days after the applicable invoice date. The Company shall be responsible for any penalty, additional tax, interest or other charge due if the Company fails to meet its income tax withholding obligations.

7. Term.

7.1. Term. The term of these Terms commences on the Effective Date and, unless terminated earlier pursuant to any of the express provisions set forth herein, will continue in effect until the expiration or termination of the last effective Statement of Work or Order Form.

7.2. Termination for Convenience. Unless the applicable Statement of Work expressly provides otherwise, either Party may terminate a Statement of Work for convenience upon thirty (30) calendar days' prior written notice to the other Party. Except as expressly set forth in the applicable Order Form, Order Forms are non-cancellable and may not be terminated for convenience by either Party, and the Company shall pay all fees for the entire Subscription Term. Either Party may terminate these Terms for convenience upon thirty (30) calendar days' prior written notice to the other Party if no Statement of Work or Order Form is then in effect.

7.3. Termination for Cause. Either Party may terminate these Terms and any or all Statements of Work and Order Forms upon written notice to the other Party if the other Party: (a) materially breaches these Terms and fails to cure such breach within thirty (30) calendar days after receiving written notice thereof from the non-breaching Party (or, in the case of the Company's failure to pay any amount when due, within ten (10) calendar days after receiving written notice thereof); or (b) becomes insolvent, makes a general assignment for the benefit of creditors, or becomes the subject of any voluntary or involuntary bankruptcy, receivership, or similar proceeding that, if involuntary, is not dismissed within sixty (60) calendar days. In addition, QTI may terminate these Terms and any or all Statements of Work and Order Forms immediately upon written notice if: (i) the Company commits any material breach of these Terms that is not capable of cure; or (ii) the Company breaches Section 2.2, Section 8, or Section 9.

7.4. Effect of Termination. Termination of these Terms will automatically terminate all Statements of Work and Order Forms then in effect; *provided* that the termination or expiration of a single Statement of Work or Order Form shall not cause the automatic termination of these Terms or of any other Statement of Work or Order Form. Upon expiration or termination of these Terms or any Statement of Work or Order Form: (a) all licenses granted to the Company thereunder shall immediately terminate, and the Company shall cease all use of the Platform Software and any Developed Software licensed thereunder (except to the extent a Statement of Work expressly provides for a license to Developed Software that survives such termination and the Company has paid all fees due thereunder); (b) each Party shall, upon the other Party's written request, promptly return or destroy the other Party's Confidential Information in its possession or control, except that each Party may retain copies to the extent required by applicable law or its bona fide document retention policies, subject to Section 8; (c) QTI shall issue its invoice for any fees or consideration due for the Services or Platform Software provided to the Company by QTI through the effective date of termination (and, if payments under a Statement of Work are milestone-based, for work performed by QTI toward such milestones prior to termination), together with any non-cancellable expenses incurred, and the Company shall pay such invoice within fifteen (15) calendar days of the date of such invoice; (d) if these Terms or an Order Form are terminated by QTI pursuant to Section 7.3, all fees payable for the remainder of the Subscription Term under each affected Order Form shall become immediately due

and payable; and (e) the Company shall make the Equipment return arrangements set forth in Section 5.

7.5. Survival. Sections 1, 2.2, 4, 5, 6, 7.4, this Section 7.5, and Sections 8 through 18 of these Terms, and any other provision that by its nature is intended to survive, shall survive any termination or expiration of these Terms.

8. Confidential Information.

8.1. Non-Use and Non-Disclosure. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose except in connection with the performance of its obligations and the exercise of its rights under these Terms. Notwithstanding Section 8.2, QTI's Confidential Information shall not be (i) directly or indirectly, disclosed, inputted, or processed using any artificial intelligence system, machine learning model, or large language model; (ii) used to train, retrain, improve, or fine-tune any artificial intelligence/machine learning models, algorithms, or neural networks; or (iii) retained in the learning corpus of any such system. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party or to its employees or representatives, except to those of its and its Affiliates' employees, contractors, subcontractors, and professional advisors who have a need to know such information for the Receiving Party's performance or exercise of rights in connection with these Terms and who are bound by confidentiality obligations at least as protective of the Confidential Information as these Terms. The Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care, and shall be responsible for any breach of this Section 8 by any Person to whom it discloses Confidential Information. The Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Disclosing Party's Confidential Information.

8.2. Permitted AI Use. Notwithstanding Section 8.1, but subject to this Section 8.2, the Company may use the MoveIt Pro Supporting Materials as reference material for the purpose of creating inputs to be used with various artificial intelligence (AI) tools solely to the extent necessary to develop, configure, integrate, test, or use the MoveIt Pro Offerings as permitted under these Terms ("**Permitted AI Use**"). The Company shall only conduct Permitted AI Use under such terms and conditions with an AI application or model provider that (1) prohibit use of such materials to train, retrain or fine-tune or otherwise improve any AI model and (2) do not in any way create obligations or liabilities upon QTI or its Affiliates and/or encumber any MoveIt Pro Offering. The Company shall (i) not use (and shall expressly prohibit any third parties from using) any MoveIt Pro Offering (including the MoveIt Pro Supporting Materials), any inputs or outputs of such use of AI, and/or any information related thereto to train AI applications or models; (ii) comply with all laws and regulations applicable to Permitted AI Use; and (iii) not use any other Confidential Information of QTI, including any MoveIt Pro Offerings that are not MoveIt Pro Supporting Materials, with AI tools. The Company remains solely responsible for all Permitted AI Use and any content, including inputs or outputs (or filtering thereof), used with any MoveIt Pro Offering in connection with Permitted AI Use, including but not limited to whether the Permitted AI Use (a) complies with

all applicable laws and regulations, (b) adheres to ethical principles and values, (c) causes any harm, (d) infringes the intellectual property or other rights of any third party, or (e) fits an intended use case.

8.3. Duration of Confidentiality Obligations. For Confidential Information that constitutes a Trade Secret, the obligations of the Receiving Party hereunder shall commence as of the Effective Date and survive until such time as such Confidential Information no longer qualifies as a Trade Secret through no action or inaction of the Receiving Party. For Confidential Information that does not constitute a Trade Secret, the obligations of the Receiving Party hereunder shall commence as of the Effective Date and survive for two years after the expiration or termination of these Terms.

8.4. Exceptions. Notwithstanding the foregoing, the Receiving Party shall not be in violation of this Section 8 with regard to a disclosure of Confidential Information that was made in response to an order or subpoena of a court, agency, or tribunal of competent jurisdiction, or as required by any applicable law or regulation; *provided* that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure to the extent reasonably practicable and legally permissible in order to permit the Disclosing Party to seek confidential treatment of such information, and discloses only that portion of the Confidential Information that it is legally required to disclose.

8.5. Ownership of Confidential Information. The Disclosing Party grants no right, title, or interest in or to its Confidential Information, and hereby reserves all such rights that it may have, including any Intellectual Property Rights therein, except the limited rights expressly granted in these Terms.

9. Intellectual Property.

9.1. Platform Software and Background Technology. The Company acknowledges that it does not obtain any right, title, or interest (including Intellectual Property Rights) in or to any Background Technology or any derivatives of or modifications thereto (except for the licenses expressly granted in Section 2.1, this Section 9.1, and Section 9.2). To the extent that any Background Technology is incorporated into the Developed Software, QTI hereby grants to the Company a worldwide, non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 18.1) license under the copyrights and trade secrets owned by QTI to use the Background Technology as incorporated into the Developed Software solely to the extent necessary to use the Developed Software as contemplated in the applicable Statement of Work and in accordance with Section 9.2. QTI reserves all rights in the Background Technology not expressly granted to the Company herein.

9.2. Developed Software. Unless expressly specified otherwise in a Statement of Work, QTI is and will be the sole and exclusive owner of all right, title, and interest (including Intellectual Property Rights) in and to the Developed Software. Subject to the Company's payment of all fees due under the applicable Statement of Work and its compliance with these Terms, QTI hereby grants to the Company a limited, non-exclusive, worldwide, non-sublicensable, non-transferable (except as permitted under Section 18.1) license under the copyrights and trade secrets owned by QTI, to use the Developed Software delivered to the

Company under such Statement of Work, for (i) the Company's internal business purposes and (ii) use with the Company's production environment, products and services for commercial purposes, including to deploy and use the Developed Software as incorporated into or operating with the Company's products and services provided to the Company's end users, in each case, to the extent the Developed Software operates with the Platform Software, solely in conjunction with the Platform Software, for the term set forth in such Statement of Work. The restrictions set forth in Section 2.2 apply to the Developed Software *mutatis mutandis*.

9.3. Company Developments. As between the Parties, the Company retains all right, title and interest in and to Company Developments developed by or on behalf of Company, excluding any derivative works made for the Company by QTI or QTI Affiliates. No ownership rights in any MoveIt Pro Offering or other QTI technology are transferred to the Company by virtue of the Company's creation or ownership of any Company Development. Company is under no obligation to disclose or deliver any Company Developments to QTI. As to any Company Developments that Company or its Affiliates disclose, deliver or otherwise provide access to QTI, the Company (on behalf of itself and its Authorized Users) hereby grants to QTI and QTI Affiliates a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license (with the right to sublicense through multiple tiers) to make, use, sell, reproduce, modify, and distribute products and services incorporating all or any portion of the Company Developments made pursuant to Section 2.1 of these Terms for any purpose.

9.4. Disclaimer. For clarity, neither QTI nor any QTI Affiliate grants, or is authorized under these Terms to grant, any license or other rights under the patents of QUALCOMM Incorporated or SnapTrack, Inc. Accordingly, neither the provision, license, sale, delivery or use of any MoveIt Pro Offering, nor any other provision of these Terms, shall be construed as granting the Company, its Affiliates, or any third party, whether expressly, by implication, estoppel or otherwise, any license or other right under the patents of QUALCOMM Incorporated or SnapTrack, Inc. No rights or licenses are granted under any patent, patent application, trademark or other intellectual property right of QUALCOMM Incorporated or SnapTrack, Inc. The Company, on behalf of itself and its Affiliates, agrees not to assert or contend that the provision, license, sale, delivery or use of any MoveIt Pro Offering, or the performance of these Terms, gives rise to any obligation of QTI or any QTI Affiliate to grant, or results in the Company or any other Person obtaining, any express or implied license or other right under the patents of QUALCOMM Incorporated or SnapTrack, Inc.

9.5. Company Data. As between the Parties, the Company is and will remain the owner of all Company Data. The Company (on behalf of itself and its Authorized Users) hereby grants to QTI a non-exclusive, worldwide, royalty-free, sublicensable (to QTI Affiliates and subcontractors), and non-transferable (except as permitted under Section 18.1) right and license to use, copy, process, store, transmit, modify, and disclose Company Data: (a) to provide the Platform Software and Services to the Company; (b) to otherwise exercise its rights and perform its obligations under these Terms; and (c) to generate Usage Data and Aggregated Data in accordance with Section 9.6. Each Party shall comply with applicable privacy and data protection laws with respect to any personal data processed under these Terms.

9.6. **Usage Data**. QTI may collect data and information relating to the Company's use and performance of the Platform Software and Services, including telemetry, license-key, and diagnostic data ("**Usage Data**"), for QTI's business purposes, including operating, maintaining, securing, supporting, analyzing, developing, and improving QTI's products and services, and verifying compliance with these Terms. QTI may also create aggregated, statistical, or de-identified data derived from Company Data or Usage Data ("**Aggregated Data**"). QTI owns all right, title, and interest in and to Usage Data and Aggregated Data and may use and disclose such data for any lawful business purpose; *provided* that QTI shall not disclose Aggregated Data to third parties in a manner that identifies the Company or its Authorized Users or discloses the Company's Confidential Information. To the extent any ownership rights in or to the Usage Data or Aggregated Data vest in the Company, the Company hereby assigns to QTI all right, title, and interest in and to the same, including all Intellectual Property Rights therein. The Company acknowledges that QTI may use Third-Party Products in connection with the licensing, activation, authentication, management or delivery of the MoveIt Pro Offerings.

9.7. **No Challenge**. The Company acknowledges QTI's ownership rights, or third-party licensor rights, in and to the Background Technology and Developed Software, and the Company agrees that it will not, and will not assist any third party to, challenge or contest QTI's ownership of the Background Technology and Developed Software, including all Intellectual Property Rights therein, except to the extent such a restriction is prohibited by applicable law.

9.8. **Use of Name and Logo**. QTI may use the Company's name and logo to identify the Company as a customer of QTI on QTI's website and in its customer lists and marketing materials, and as otherwise set forth in a Statement of Work or Order Form, in each case in accordance with any reasonable trademark usage guidelines the Company provides to QTI in writing. QTI's use of the name and logo does not create any ownership right therein, and all rights not granted to QTI are reserved by the Company.

10. **Feedback**. QTI or QTI Affiliates may from time to time receive suggestions, feedback or other information from the Company regarding a MoveIt Pro Offering or Services provided ("**Feedback**"). Any such Feedback received from the Company is and shall be entirely voluntary on the part of the Company, and the Company (on behalf of itself and its Affiliates) grants to QTI and QTI Affiliates, without charge and without any other obligation of any kind to the Company, a non-exclusive license under the intellectual property rights of the Company and its Affiliates to make, use, modify, distribute and otherwise commercialize such Feedback as part of or designed for use with any MoveIt Pro Offering or other product offering of QTI or any QTI Affiliate and/or any component thereof.

11. **Independent Contractor**. QTI is an independent contractor of the Company and not an employee, partner, joint venturer, or agent of the Company. QTI is solely responsible for the manner and hours in which the Services are performed and for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of any sort related to its employees (including those relating to workers' compensation, disability insurance, Social Security, unemployment compensation coverage, the Fair Labor Standards Act, and income taxes),

and neither QTI nor its personnel are entitled to any employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs provided by the Company.

12. **No Works for Hire**. Except as otherwise expressly provided in a Statement of Work, the Services provided to the Company and any deliverables resulting therefrom (including the Developed Software) shall not constitute "works made for hire," and QTI reserves and retains all right, title, and interest in and to the same, including all patents, copyrights, trade secret rights, and all other Intellectual Property Rights anywhere in the world, subject only to the licenses expressly granted to the Company in these Terms.

13. **Company's Obligations**. The Company will provide QTI with such assistance, cooperation, and access to such information, personnel, facilities, Equipment, and materials as is reasonably necessary for QTI to perform its obligations on a timely basis, and QTI shall not be responsible for any delay or failure in performance to the extent caused by the Company's failure to do so. The Company is solely responsible for the final implementation of any Developed Software and for the Company's use of any MoveIt Pro Offering and Services, except for the limited warranty expressly provided in Section 15.2. The Company acknowledges that any MoveIt Pro Offering and Services are general-purpose robotics development tools that are not safety-rated and are not designed, tested, or certified for use as safety functions or safety-rated components of any robot or system. The Company is solely responsible for: (a) the safe design, integration, testing, validation, deployment, and operation of any robot, product, system, or application in which any MoveIt Pro Offering is used, including implementing and maintaining independent, appropriately rated safety systems (such as emergency stops, speed and separation monitoring, and physical guarding); (b) compliance with all applicable safety standards, laws, and regulations (including applicable industrial and collaborative robot safety standards); and (c) any personal injury, death, or property damage arising from the operation of any such robot, product, system, or application.

14. **Platform Software Audit**. During the term of these Terms and for one year thereafter, QTI or its representatives may, at QTI's own expense and upon not less than ten (10) business days' prior written notice, audit the Company's use of the Platform Software and the Company's relevant books, records, systems, and other documents as necessary to verify the Company's compliance with these Terms and the applicable Order Forms, including any usage limitations. QTI may conduct any audit under this Section 14 not more than once in any 12-month period (unless a prior audit has revealed non-compliance) during the Company's regular business hours at the Company's principal place of business or remotely, and in a manner that does not unreasonably interfere with the Company's business operations. The Company shall cooperate with QTI in conducting any such audit. If any audit reveals that the Company has exceeded the scope of its license or underpaid any fees, the Company shall, within fifteen (15) calendar days after written notice, pay QTI the fees for such excess use at QTI's then-current rates together with interest in accordance with Section 6.6 and, if such underpayment exceeds 5% of the fees payable for the audited period, the reasonable costs of the audit. QTI shall keep all information obtained during such audit confidential pursuant to and in accordance with Section 8.

15. Warranties. Each Party represents and warrants to the other Party that it has the full right, power, and authority to enter into these Terms, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder.

15.1. Company Warranties and Acknowledgments. The Company additionally represents, warrants, and acknowledges to QTI that:

a. The Company owns or controls all rights in and to the Company Data and has the right to grant the license granted in Section 9.5 to QTI and its Affiliates and subcontractors;

b. All of the Company Data does and will comply with these Terms and applicable law;

c. The Company has obtained any consents, permissions, or rights needed to provide, share, or otherwise make available data from identifiable individuals, including personal data as defined by applicable law;

d. The Company (not QTI) is responsible and liable for all Company Data input or uploaded by the Company or any Authorized User of the Platform Software, including the legality, reliability, accuracy, and appropriateness;

e. The Company's use of any MoveIt Pro Offering and Services, and the operation of any robot, product, or system in which they are used, does and will comply with all applicable laws, regulations, and safety standards; and

f. The Company is not, and is not owned or controlled by, any Person that is the subject of United States or other applicable economic sanctions or that is identified on any United States government restricted-party list.

15.2. QTI Limited Warranty. QTI warrants to the Company that: (a) the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards; and (b) during the applicable Subscription Term, the Platform Software will perform materially in accordance with the applicable performance specifications set forth in the Documentation. The Company must notify QTI in writing of any breach of the foregoing warranties within thirty (30) calendar days after the performance of the non-conforming Services or the Company's discovery of the non-conformity in the Platform Software, as applicable, describing the non-conformity in reasonable detail. As the Company's sole and exclusive remedy and QTI's entire liability for any breach of the foregoing warranties, QTI will, at its option and expense, (i) re-perform the non-conforming Services or use commercially reasonable efforts to correct the non-conformity in the Platform Software; or (ii) if QTI determines that such re-performance or correction is not commercially reasonable, terminate the affected Statement of Work or Order Form and refund to the Company the fees paid for the non-conforming Services or, for the Platform Software, any prepaid fees covering the remainder of the Subscription Term following the effective date of termination. The foregoing warranties do not apply to any non-conformity arising from: (A) Evaluation Materials or Third-Party Products; (B) use of the Platform Software or Developed Software other than in accordance with these Terms and the Documentation; (C) modifications not made by QTI; (D) Company Data, Equipment, or the

Company's hardware, network, robots, or operating environment; or (E) use in combination with software, hardware, or systems not provided or specified in writing by QTI.

15.3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 15.2, THE MOVEIT PRO OFFERINGS AND SERVICES ARE PROVIDED "AS IS," AND, TO THE FULLEST EXTENT PERMITTED BY LAW, QTI HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE MOVEIT PRO OFFERINGS, SERVICES, AND THESE TERMS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. QTI MAKES NO REPRESENTATION OR WARRANTY THAT THE MOVEIT PRO OFFERINGS OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED, OR THAT THEY WILL MEET THE COMPANY'S REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULT. IN ADDITION, BECAUSE QTI CANNOT CONTROL THE COMPANY'S NETWORK, HARDWARE, ROBOTS, OPERATING ENVIRONMENT, OR FINAL PRODUCT, QTI CANNOT AND DOES NOT WARRANT THAT THE MOVEIT PRO OFFERINGS OR SERVICES WILL BE FREE FROM SECURITY VULNERABILITIES OR MALICIOUS CODE OF ANY KIND, AND QTI IS NOT RESPONSIBLE OR LIABLE FOR THE COMPANY'S USE OF ROBOT OPERATING SYSTEM (ROS) OR OTHER OPEN SOURCE SOFTWARE OR FOR THE COMPANY'S USE OF THE MOVEIT PRO OFFERINGS OR SERVICES IN ANY PARTICULAR ROBOT, PRODUCT, SYSTEM, OR APPLICATION. THE COMPANY ACKNOWLEDGES THAT THE MOVEIT PRO OFFERINGS AND SERVICES ARE GENERAL-PURPOSE ROBOTICS DEVELOPMENT TOOLS, ARE NOT SAFETY-RATED, AND ARE NOT DESIGNED, CERTIFIED, OR WARRANTED FOR ANY SPECIFIC END-USER APPLICATION OR FOR USE AS A SAFETY COMPONENT IN ANY ROBOT OR SYSTEM, AND THAT THE COMPANY ASSUMES ALL RISK AND RESPONSIBILITY FOR SUCH USE.

16. Indemnification.

16.1. By Company. The Company will defend QTI and its Affiliates, and their respective officers, directors, employees, and agents (collectively, the "**QTI Indemnitees**"), at the Company's own expense against any action brought by a third party to the extent that the action is based upon a claim: (a) arising in connection with the Company Data; (b) arising out of the Company's or its Authorized Users' use of any MoveIt Pro Offering or Services, including the design, manufacture, operation, or use of any robot, product, system, or application in which they are incorporated or with which they are used, and any resulting personal injury, death, or property damage; or (c) arising out of the Company's breach of these Terms or applicable law. The Company will pay those costs and damages finally awarded against the QTI Indemnitees in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

16.2. Indemnification Procedures. With regard to any such claim for which indemnity may be sought hereunder, QTI and the Company agree that QTI shall, at its sole and absolute discretion, either: (i) elect to control the defense of any such claim; or (ii) direct the Company to control such defense, in which case the Company shall retain counsel reasonably satisfactory to QTI. QTI shall notify the Company of its election within thirty (30) calendar days of receiving notice of the applicable claim giving rise to indemnification obligation. In

the case where QTI elects to control the defense of any such claim, the Company shall pay, as incurred, the court costs, attorneys' fees, and other damages associated with such claim. In the case where QTI directs the Company to control the defense of any such claim, then (a) QTI may, at its option and its own cost, participate and appear with the Company in the defense, settlement and compromise of any such claim; and (b) the Company shall not settle or compromise any claim without the prior written consent of QTI.

17. Limitations of Liability.

17.1. Exclusions. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, QTI SHALL NOT BE LIABLE FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGE TO EQUIPMENT, OR CLAIMS AGAINST THE COMPANY BY ANY THIRD PARTY, IN EACH CASE, ARISING FROM OR RELATED TO THESE TERMS, ANY STATEMENT OF WORK OR ORDER FORM, OR THE OPERATION OR USE OF ANY MOVEIT PRO OFFERING OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF QTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY QTI TO PERFORM ITS OBLIGATIONS UNDER THESE TERMS DUE TO ANY CAUSE BEYOND QTI'S REASONABLE CONTROL; OR (C) CLAIMS MADE THE SUBJECT OF A LEGAL PROCEEDING AGAINST QTI MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE. WITHOUT LIMITING THE FOREGOING, QTI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE COMPANY'S OR ITS AUTHORIZED USERS' USE OR APPLICATION OF ANY MOVEIT PRO OFFERING OR BACKGROUND TECHNOLOGY IN ANY ROBOT, PRODUCT, SYSTEM, OR END-USER APPLICATION, INCLUDING ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING THEREFROM, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 15.2 AND EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

17.2. Cap on Monetary Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, QTI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND ALL STATEMENTS OF WORK AND ORDER FORMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED FIFTY PERCENT (50%) OF THE AMOUNTS ACTUALLY PAID BY THE COMPANY TO QTI UNDER THE STATEMENT OF WORK OR ORDER FORM GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 17 ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, ARE REFLECTED IN THE FEES, AND SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS SECTION 17 LIMITS EITHER PARTY'S LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

18. General.

18.1. Assignment. The Company shall not assign these Terms or any right or interest under these Terms, nor delegate any obligation to be performed under these Terms, without QTI's prior written consent. For purposes of this Section 18.1, an "assignment" by the Company under this Section shall be deemed to include, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of the Company. Any attempted assignment in contravention of this Section 18.1 shall be void. For clarity, QTI may freely assign its rights or interests under these Terms without the Company's consent or prior notice.

18.2. Compliance with Law. In performing its obligations or exercising its rights under these Terms, each Party shall comply with all applicable laws and government regulations to which they are subject at all times, including but not limited to any applicable laws and regulations of the United States and other jurisdictions relating to export or re-export of technology, consumer protection, information access, and privacy.

18.3. Export Compliance Assurance.

a. The Company acknowledges that the hardware, software, technology, and certain services obtained from QTI (collectively, "**Items**") may be subject to US export control and economic sanctions laws, orders, and regulations, including without limitation the Export Administration Regulations ("**EAR**"), 15 CFR Parts 730-774, and the Foreign Assets Control Regulations, 31 CFR Parts 500-599, as well as similar laws and regulations of other applicable jurisdictions (collectively, "**Export and Sanctions Laws**"). In connection with the performance of their obligations under these Terms, the Company and its Affiliates: (i) will comply with all Export and Sanctions Laws, including by obtaining any required US or other country licenses, authorizations, or approvals; and (ii) will not engage in any activity that would reasonably be expected to cause QTI to violate any Export and Sanctions Laws. The Company agrees that neither it, nor its Affiliates, will directly or indirectly export, re-export, transfer or release (collectively, "**Export**") any Items (whether or not incorporated into another item), or any direct product thereof, to any country or territory, its government, any entity located in or organized under the laws of such country or territory, or any individual located or resident in such country or territory, if, at the time of Export, the US government maintains comprehensive economic sanctions or an embargo with respect to such country or territory ("**Embargoed Country**"), without prior government authorization. The US government currently maintains comprehensive economic sanctions or an embargo against Cuba, Iran, North Korea, and the Crimea and other regions of Ukraine controlled by the Russian Federation. The US government also has imposed extensive export controls and economic sanctions on, inter alia, Belarus, the Russian Federation, Syria, and Venezuela. The list of impacted countries may be amended over time. The Company agrees not to directly or indirectly employ any Items in, or Export any Items for, end uses or end users that would violate the controls in Part 744 of the EAR, without prior US government authorization, including those related to prohibited unmanned aerial vehicle ("**UAV**") or missile technology; prohibited nuclear, chemical, or biological weapons activities; prohibited supercomputer and semiconductor manufacturing end uses; or for any prohibited military end use or end user. The Company warrants

that neither it, nor its Affiliates, are: (a) listed on a prohibited or restricted party list published by the US government, including but not limited to the U.S. Department of Treasury's "List of Specially Designated Nationals and Blocked Persons" and "Consolidated Sanctions List", and the US Department of Commerce's Entity List, Unverified List, Denied Persons List, and Military End User List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (b) located, organized or resident in an Embargoed Country; (c) owned (50% or more in the aggregate) or controlled, directly or indirectly, by one or more persons or entities described in clauses (a) or (b); or (d) otherwise the target of US sanctions (collectively, "**Restricted Parties**"). The Company shall not Export any Items to any Restricted Parties without prior government authorization, to the extent required by regulation.

b. If the Company is a person or entity located in Belarus, Burma (Myanmar), Cambodia, the People's Republic of China, Nicaragua, the Russian Federation, Venezuela, the Company certifies that it is not a "military end-user" as that term is defined in Section 744.21 of the EAR. The Company acknowledges that the foregoing certifications are conditions to the Company's access to Items.

18.4. Non-Solicitation. The Company acknowledges that QTI has expended significant time and resources to obtain and train professionals and match each customer's needs. Therefore, during the term of these Terms, and for a period of one (1) year after the termination or expiration of these Terms, the Company agrees not to, without QTI's prior written approval, hire or cause to be hired, as either an employee of or an independent consultant to the Company or a related company, any of QTI's employees who performed any of the Services during the term of these Terms. A breach of this provision will entitle QTI to receive compensation equal to one year of the employee's salary paid by QTI to that employee in the year preceding the Company's hiring. The Company agrees that these amounts represent a fair and reasonable estimate of the damages QTI will incur by reason of a breach of this Section. The Company further agrees that proof of actual damages will be difficult or impossible to ascertain.

18.5. Conflicts. Each Statement of Work and Order Form is incorporated into and subject to the terms and conditions of these Terms. To the extent there is a conflict between these Terms and any Statement of Work or Order Form, these Terms will control unless the Statement of Work or Order Form expressly identifies the section or provision of these Terms intended to be superseded, in which case such Statement of Work or Order Form will control solely with respect to the identified section or provision and solely for purposes of such Statement of Work or Order Form.

18.6. Changes. QTI may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when QTI posts them at https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/moveit-pro-terms-of-service.pdf, and apply to all access to and use of the Platform Software thereafter. The Company's continued use of the Platform Software following the posting of revised Terms means that the Company accepts and agrees to the

changes. The Company is expected to check such page regularly so that it is aware of any changes, as they are binding on the Company.

18.7. Subcontracting. QTI may perform any of its obligations under these Terms as necessary or helpful for QTI to fulfill such obligations, including the provision of any Services, through one or more of its Affiliates or subcontractors; *provided* that QTI remains responsible for the performance of its subcontractors and for their compliance with Section 8.

18.8. Notices. All notices required or permitted under these Terms must be in writing and delivered to the applicable notice address specified in the relevant Statement of Work or Order Form, or to such other address as the receiving Party may designate by notice given in accordance with this Section. Notices will be deemed given: (a) upon personal delivery, if evidenced by a signed receipt; (b) one (1) business day after deposit with a nationally or globally recognized overnight courier, with delivery charges prepaid and tracking available; (c) three (3) business days after deposit in the United States mail by certified or registered mail, return receipt requested, postage prepaid; or (d) upon transmission by email, provided that the sender does not receive an automated notice of failed delivery or non-delivery. Notwithstanding clause (d), any notice of breach or termination sent by email must also be sent concurrently by a method described in clause (a), (b), or (c). Notices to QTI must be sent to the physical address and the "**Email Address for Legal or Contract Queries**" identified in the applicable Statement of Work or Order Form. Notices to the Company must be sent to the physical or email address identified in the applicable Statement of Work or Order Form.

18.9. Equitable Relief. Each Party acknowledges that any breach of Section 2.2, Section 8, or Section 9 will cause immediate and irreparable harm to the non-breaching Party for which damages would not be an adequate remedy. Therefore, each Party agrees that in the event of such breach, or threatened breach, the non-breaching Party will be entitled to equitable relief, in the form of injunctive relief, specific performance, and any other relief that may be available from any court of competent jurisdiction, without the necessity of posting a bond or other security or proving actual damages. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available hereunder, at law or in equity, subject to any express exclusion or limitations in these Terms to the contrary.

18.10. Governing Law; Venue; Attorneys' Fees. These Terms shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as enacted in any jurisdiction, shall not apply to these Terms. Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in San Diego County, California, and each Party irrevocably consents to the exclusive jurisdiction of, and venue in, such courts and waives any objection based on inconvenient forum. In any action or proceeding to enforce rights under these Terms, the prevailing Party will be entitled to recover its reasonable costs and attorneys' fees. A prevailing Party's right to recover reasonable attorneys' fees, costs, and expenses is to be

proportional to the amount of claims on which the Party actually prevailed in relation to the total amount of claims alleged, pursued, or brought by that Party.

18.11. Headings; Interpretation. Headings herein are for convenience of reference only and shall in no way affect interpretation of these Terms. For purposes of these Terms, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," and "hereunder" refer to these Terms as a whole. These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

18.12. Force Majeure. With the exception of the Company's obligation to pay fees, neither Party shall be responsible for any delay or failure in the performance of its obligations hereunder to the extent caused by events beyond its reasonable control, including acts of God or any governmental body, war or national emergency, terrorism, riots or insurrection, sabotage, embargo, fire, flood, epidemic or pandemic, accident, strike or other labor disturbance, or interruption of or delay in systems, power, internet, or telecommunications under third-party control.

18.13. Severability. If any provision herein is held to be invalid or unenforceable for any reason, such provision shall be enforced to the maximum extent permissible, and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

18.14. Entire Agreement. These Terms, each Statement of Work, and each Order Form constitute the entire agreement between the Parties concerning the subject matter hereof and supersede all prior and contemporaneous agreements, proposals, and communications, whether oral or written, between the Parties relating to the subject matter hereof, and all past courses of dealing or industry custom. Any terms or conditions contained in any purchase order, vendor registration form, or other document issued by the Company are for the Company's internal administrative purposes only and shall be void and of no effect, even if QTI acknowledges or accepts such document.

18.15. No Amendment or Modification; Waiver. Except as set forth in Section 18.6, no modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and either signed or accepted electronically by an authorized representative of both Parties. No failure or delay by either Party in exercising any right or remedy under these Terms shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof.