

End User Licensing Agreement

This End User License Agreement ("Agreement"), dated as of the last date set forth under the signatures below (the "Effective Date"), is entered into by and between HighIQ Robotics Inc, ("HighIQ") and _____ ("Licensee").

1. Definitions.

"Authorized Representative" means a Reseller who has entered into an Agreement with HighIQ to distribute or resell HighIQ software.

"Client Computer" means a virtual machine or desktop computer on which a single user performs work using the Client Software (i.e., not a server accessed or used by multiple users).

"Client Software" means those elements of the Software provided to Licensee by HighIQ for installation on a Client Computer Licensee owns or controls. Client Software may be provided in different configurations (i.e., development modules vs. runtime modules).

"Confidential Information" means with respect to HighIQ information, the Documentation, Software, any results of any testing or analysis of the Software or Documentation by any party, and with respect to either party's information, all information that: (a) is marked as confidential or proprietary; (b) is disclosed verbally and identified as confidential or proprietary at the time of disclosure; or (c) by its nature is normally and reasonably considered confidential.

"Documentation" means the manuals, handbooks, and other written materials related to the Use of the Software, whether in hard copy or soft copy form, that are provided by HighIQ along with the Software, and as may be updated by HighIQ from time to time.

"Extension Term" means each additional renewal period as specified in the Purchase Agreement, for which this Agreement is extended pursuant to the Purchase Agreement.

"Initial Term" means the initial license term specified in the Purchase Agreement, commencing on the Effective Date.

"License Key" means a data token provided by HighIQ, to be associated with each instance of the Software, which enables the Use of a single copy of a Software module for a specific period of time. License Keys provided for a given Software module (e.g., Server Software, runtime Client Software, or development Client Software) are not compatible with, and may not be used with, other Software modules.

"Purchase Agreement" means the agreement between Licensee and HighIQ or Authorized Representative that describes the HighIQ products to be licensed by Licensee along with the terms of such licensing, however such agreement is titled.

"Server Software" means those elements of the Software provided by HighIQ for installation on one or more central servers Licensee owns or controls, and which contains a "control room" that among other functions, controls and monitors the deployment of Client Software and the activation of License Keys on Licensee's network.

"Software" means HighIQ's proprietary software subscribed to by Licensee under the Purchase Agreement, related Documentation, and all modifications made thereto by HighIQ, and any updates or upgrades that HighIQ provides to Licensee under this Agreement.

“Term” means the Initial Term and any Extension Term.

“Use” means the installation, accessing, displaying, and operation of the HighIQ Software to automate business processes and tasks.

2. License

Subject to the terms and conditions of this Agreement and the Purchase Agreement, HighIQ grants Licensee a limited, non-exclusive, non-transferable license to Use the Software only for Licensee’s internal Use in connection with its ordinary business operations. Licensee may (a) install the Server Software on each server Licensee owns or controls for which HighIQ has issued a License Key to Licensee, and (b) install the Client Software on Client Computers Licensee owns or controls, up to the number of License Keys HighIQ has issued for such Client Software. Licensee may make a reasonable number of copies of the Documentation for internal Use, provided Licensee also reproduces on such copies any copyright, trademark or other proprietary markings and notices contained in the Documentation and does not remove any such marks from the original. Licensee’s third-party service providers may Use the Software on Licensee’s behalf provided that Licensee shall be responsible for the acts or omissions of such third-party service providers as if Licensee had acted or failed to act.

3. License Restrictions.

The Software is licensed, not sold. Licensee receives no title or ownership of any copy of the Software. Furthermore, Licensee receives no right in the Software other than those expressly granted under Section 2 above. Licensee shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the Software to human readable form. Licensee shall not cause or permit: (a) competitive analysis, benchmarking, or the Use, evaluation or viewing of the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Software; or (b) any of the following: (i) copying (except as set forth herein), (ii) sublicensing, or (iii) providing access or other dissemination of the Software, in whole or in part, to any third party. No right, title or interest in or to any HighIQ trademark, service mark, trade name, or logo of HighIQ or its licensors is granted under this Agreement.

4. Limited Warranty

4.1 *Software Warranty.* HighIQ warrants to Licensee that during the first thirty (30) days of the Initial Term (the “Warranty Period”), the Software will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to: (a) any Software that has been modified by any party other than HighIQ; or (b) any Software that has been Used in a manner other than as set forth in the Documentation and authorized under this Agreement, to the extent such improper Use causes the Software to be nonconforming. HighIQ does not warrant that the Software will operate in the combinations that Licensee may select for use, or that the operation of the Software will be uninterrupted or error-free, or that all errors in the Software will be corrected. Any claim submitted under this Section 4.1 must be submitted in writing to HighIQ during the Warranty Period. HighIQ’s entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software so that the affected Software operates as warranted or, if HighIQ is unable to do so, terminate the license for such Software .

4.2 *Malicious Code Warranty.* HighIQ warrants to Licensee that: (a) HighIQ applies industry standard tools to identify and eliminate viruses and other malware prior to delivering Software; and (b) to HighIQ's knowledge, all Software delivered hereunder shall be free of: (i) functions or routines that are designed to surreptitiously delete or corrupt data in such a manner as to interfere with the normal operation of the Software, (ii) undisclosed "Time Bombs", time-out or deactivation functions or other means designed to terminate the operation of the Software (other than at the direction of the user); (iii) "Back Doors" or other means designed to allow remote access and/or control a Licensee's networks; (iv) any codes or keys designed to have the effect of disabling or otherwise shutting down all or any portion of the Software or limiting its functionality. Notwithstanding the foregoing, Licensee acknowledges that the Software utilizes a License Key mechanism which limits the Use of the Software to the purchased scope and licensed period and is designed to expire automatically at or after the end of the purchased licensed period, at which point the Software will no longer function.

4.3 OTHER THAN THE EXPRESS WARRANTIES MADE BY HIGHIQ HEREIN, HIGHIQ DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWARE IS PROVIDED "AS IS". HighIQ does not warrant the Software will perform without error or that it will run without immaterial interruption. To the extent the laws of licensee's jurisdiction do not permit such disclaimer with respect to the software as licensed hereunder, HighIQ provides only the minimum lawful warranty beyond that warranty expressly made above, and disclaims all warranties to the extent permitted by applicable law. The software is not designed or intended for use with, and should not be used in connection with, hazardous applications, such as operation of nuclear facilities, life support, weapons, aircraft navigation or communication, and/or process control that could result in death, injury or environmental impact. The parties acknowledge that the disclaimers in this section 4 are a material part of the agreement, and HighIQ would not have entered into this agreement but for such disclaimers.

5. Confidentiality.

5.1 *Non-Disclosure and Restrictions on Use.* As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to Confidential Information of the other party. The receiving party: (a) shall hold all Confidential Information in confidence; (b) shall use the Confidential Information only for the purposes expressly permitted herein; (c) shall reproduce the Confidential Information only to the extent necessary for such purpose; (d) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a valid need to know in connection with this Agreement and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (e) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (d) above.

5.2 *Confidentiality Exceptions.* The foregoing confidentiality restrictions shall not apply to Confidential Information that: (a) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from

the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (e) that the disclosing party agrees in writing is free of such restrictions.

6. Indemnity.

6.1 *IP Indemnity.* HighIQ will defend, indemnify and hold Licensee harmless from any damages or losses that it may incur by reason of or arising out of any third party claim that the Software infringes any U.S. patent or any copyright or misappropriates any trade secret. In any action based on a claim of infringement, HighIQ may, at its sole option and expense: (a) procure for Licensee the right to continue using the Software under the terms of this Agreement; (b) replace or modify the affected Software to avoid the infringement while substantially equivalent in function to the infringing Software; or (c) if options (a) and (b) above cannot be accomplished despite HighIQ's reasonable efforts, then HighIQ may terminate Licensee's rights and HighIQ's obligations hereunder with respect to the affected Software.

6.2 *Indemnity Obligations.* HighIQ's indemnification obligations under this Section 6 are conditioned upon Licensee (a) promptly (within thirty (30) days after notice of claim) notifying HighIQ in writing of the claim; (b) granting HighIQ sole control of the defense and settlement of the claim; and (c) providing HighIQ, at HighIQ's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

6.3 *Indemnity Exclusions.* HighIQ will have no liability for any claim, and Licensee will defend and indemnify HighIQ against such claim, to the extent that it would not have occurred but for: (a) modifications to the Software made by Licensee or a party acting on Licensee's behalf; (b) the combination, operation or Use of the Software with equipment, devices, software or data not supplied or specified by HighIQ (including without limitation the action of the Software to automate Licensee-selected software or processes); (c) Licensee's failure to use updated or modified Software provided by HighIQ; (d) Licensee's Use of the Software other than in accordance with this Agreement and the Documentation, or (e) compliance by HighIQ with designs, plans or specifications furnished by or on behalf of Licensee.

6.4 THE PROVISIONS OF THIS SECTION 6 SET FORTH HIGHIQ'S SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7. Limitation of Liability

7.1 NEITHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES, LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE DAMAGES IN EXCESS OF TEN THOUSAND DOLLARS (US \$10,000).

7.2 THE LIABILITIES LIMITED BY THIS ARTICLE 7 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF THE

PARTY TO BE CHARGED IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF THE OTHER PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 7, the parties' liability will be limited to the maximum extent permissible. For the avoidance of doubt, each party's liability limits and other rights set forth in this Article 7 apply likewise to its affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

7.3 *Limitation of Liability Exclusions.* The limitations of liability set forth in Section 7.1 above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement, (b) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

8. Term and Termination.

8.1 *Term.* This Agreement is effective as of the Effective Date and unless sooner terminated by either party in accordance with this Section 8, shall remain effective for the Term pursuant to the Purchase Agreement. Upon any such expiration of the Term, the License Keys will expire and the Software will become inoperable.

8.2 *Termination.* Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon written notice if the other party: (a) becomes insolvent and ceases doing business; or (b) materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice.

8.3 *Effect of Termination.* Upon the effective date of termination of this Agreement: (a) Licensee's license to the Software ceases, and Licensee shall immediately remove all copies of the Software from all systems owned or controlled by Licensee, and (b) any and all payment obligations of Licensee will immediately become due. Each party will securely destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement. The terms and conditions of Sections 3 through 8 shall survive any termination of this Agreement.

9. General.

9.1 *Export.* Licensee agrees not to export, or allow the export or re-export of any Software, or of information regarding any Software in violation of any export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

9.2 *U.S. Government.* This Software and its accompanying Documentation are "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, and may only be provided to or obtained by the United States government (1) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (2) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227-7201.1 and 227.7202-3.

9.3 *Third-Party Software.* The Software may contain or be distributed with open source software or other third party software that may be covered by a different license. HighIQ's obligations set forth in this Agreement do not extend to any such software. Licensee agrees that

all such software shall be and shall remain subject to the terms and conditions under which it is provided. Any such software, and the notices, license terms and disclaimers applicable to such software shall be identified to Licensee from time to time in writing (email or a notice visible within the Software to suffice).

9.4 Records. Licensee shall maintain records regarding the Use of the Software and shall make such information available to HighIQ upon request. Upon reasonable request, HighIQ shall have the right to audit Licensee's Use of the Software to verify compliance with the terms of this Agreement, and Licensee will promptly pay over any underpayment discovered in the course of such audit, based on HighIQ's then-current price list, plus interest.

9.5 Governing Law and Jurisdiction. This Agreement and will in all respects be governed by the laws of California without regard to its conflict of laws principles, the United Nations Convention on Contracts for the International Sale of Goods and any implementation of the Uniform Computer Information Transactions Act. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Santa Clara County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

9.6 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

9.7 Force Majeure. A party is not liable under any Agreement for non-performance (other than failure to pay) caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

9.8 Assignment. Except as set forth in this Section, Licensee shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without HighIQ's prior written consent. Notwithstanding the foregoing, Licensee may assign, without such consent but upon written notice, its rights and obligations under this Agreement to any entity not a competitor of HighIQ that acquires all or substantially all of Licensee's capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

9.9 Publicity. HighIQ may publicly reference that Licensee is a customer of HighIQ without the prior consent of Licensee.

9.10 Notices. Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notice required by this Agreement shall be made in writing and given by (a) personal delivery, (b) prepaid, first class, certified mail, return receipt requested, (c) email (with a duplicate notice sent promptly by one of the other methods in this Section), or (d) courier service of recognized standing (with confirmation of receipt); in any case to the receiving party, "Attention: Legal" at its address as set forth in the heading to this Agreement, or to a different address of which the addressee party has notified the other in accordance with this

Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.

9.11 Headings. Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

9.12 Interpretation; Modification; Waiver; Severability. This Agreement, together with the Purchase Agreement referenced herein, constitutes the entire understanding between Licensee and HighIQ with respect to the subject matter hereof. No terms or conditions set forth in any purchase order or other document provided by Licensee to HighIQ shall be part of any agreement between HighIQ and Licensee unless specifically accepted by HighIQ in writing. In case of any conflict between this Agreement and any other agreements including the Purchase Agreement, the terms of this Agreement will control. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third party beneficiaries to this Agreement. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement, unless such omission would frustrate the intent of the parties, in which case this Agreement may be reformed to give effect to the other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

HIGHIQ ROBOTICS, INC.

LICENSEE:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____