Odd.Bot End User License Agreement (EULA)
V.23-4-2026

This End User License Agreement (the "**Agreement**") is entered into between Odd.Bot Innovation & Research B.V., (Chamber of Commerce number: 89629019) (hereinafter: "**Odd.Bot**") or one of its affiliated companies and the Customer who has indicated their acceptance of the terms of this Agreement ("**Customer**"). This Agreement is entered into solely between Odd.Bot and the Customer. Apple Inc. is not a party to this Agreement and bears no responsibility for the application or its content. Odd.Bot is solely responsible for the application and its content.

The application provided by Odd.Bot consists, on the one hand, of the software that forms part of the app made available by Odd.Bot to the Customer, and on the other hand, the software contained in the product sold by Odd.Bot to the Customer and any software running in the cloud, consisting of the robot with accessories (hereinafter: "**Application**"). This Agreement applies to the Software made available by Odd.Bot to the Customer as defined in Article 2.1(c) of the Agreement.

Prior to downloading and accessing the Software via the app, the Customer will be prompted to accept these terms by clicking the "Accept" button. By clicking the "Accept" button, the Customer indicates that they have read and understood this Agreement and accept these terms.

If the Customer does not agree to these terms, the products provided by Odd.Bot may not function properly.

For questions, complaints or claims regarding the Software, the Customer may contact: Odd.Bot Innovation and Research B.V. Chamber of Commerce number: 89629019 Address: Galileïstraat 15, 3029 AL ROTTERDAM Phone number: 0031 85 0605268 E-mail address: info@odd.bot

1. FEES, DELIVERY AND INSTALLATION OF SOFTWARE

1.1 **Fees.** Customer shall pay the prices and rates as mutually agreed upon by the parties for the Software provided under this Agreement. Fees for maintenance services will be set out in Odd.Bot's quotation for such services.

1.2 **Delivery and Installation of Software.** Delivery of the Software shall take place when Odd.Bot makes the Software available to the Customer by means of electronic download from a website or platform as specified by Odd.Bot. The Software is pre-installed on Odd.Bot products and installation will commence after downloading the Software and after activating the product delivered by Odd.Bot.

1.3 **Invoicing and Payment Terms.** The Software provided by Odd.Bot is provided free of charge during the first year of the purchase of the Odd.Bot product up to and including December 31 of the year of purchase. After the expiry of the aforementioned period, the Customer shall be liable for the fee as communicated by Odd.Bot to the Customer for one year following the year of purchase.

2. SOFTWARE LICENSE TERMS

2.1 **Definitions.** The following terms shall have the meanings set out below:

(a) "Documentation" means the explanatory printed or electronic materials provided by Odd.bot with respect to a particular product, including but not limited to license specifications, general terms and conditions, instructions for use of the Software and technical specifications.

(b) "Professional Services" means the professional advisory services provided by or on behalf of Odd.Bot in connection with the Software under the terms of this Agreement.

(c) "Software" means all software licensed or distributed by Odd.Bot to the Customer under this Agreement and includes the Application and the related Documentation for such Software.

2.2 **License Grant and Terms.**

(a) License Grant. Odd.Bot grants Customer a non-exclusive, non-transferable, limited license to install and provide access and use to authorised users of the executable form of the Software. Ownership of the Software, and all applicable rights to patents, copyrights, trade secrets and other intellectual property rights inherent in the Software, shall remain with Odd.Bot or third parties from whom Odd.Bot has obtained the right to license the Software. Odd.Bot retains all rights in the Software not expressly granted herein. Odd.Bot offers various license forms, including fixed-term and indefinite licenses. To the extent the Software is made available through the Apple App Store, the license is limited to use of the Software on Apple devices owned or

controlled by the Customer, in accordance with the usage rules in the Apple Media Services Terms and Conditions. The Application may also be used by accounts linked to the Customer through Family Sharing or volume purchases, to the extent permitted under the applicable Apple terms.

(b) Use of Unauthorised Software. Customer represents and warrants that it will only use Odd.Bot Software that has been duly licensed by Odd.Bot. Any Odd.Bot Software not properly purchased from Odd.Bot constitutes unauthorised software for purposes of this Agreement. If the Customer downloads, installs and/or uses unauthorised Software, Odd.Bot shall have the right to terminate this Agreement in accordance with the terms of Section 4.3 of this Agreement. Furthermore, no refund or credit shall be owed to Customer as a result of the termination of the Agreement, or termination of any Software license, maintenance services or Professional Services or other products or services covered by this Agreement. All amounts owed by Customer to Odd.Bot for services rendered up to the effective date of termination of services remain due and payable in accordance with the terms of this Agreement.

(c) Third-Party or "Open Source" Software. The Software may include or require the use of third-party technology provided with the Software, including "open source" Software. Third-party technology is licensed to the Customer either under the terms of this Agreement or under separate license terms that will be specified in the relevant Documentation, "read me" files, notice files, or other such documents or files ("Third-Party Licensed Technology"). Customer's rights to use Third-Party Licensed Technology are subject to such separate license terms and are not in any way limited by this Agreement and to the extent that any provision of this Agreement conflicts with any applicable mandatory rights granted under a third-party license, such provision shall not apply. If any applicable third-party license requires Odd.Bot to provide the source code included in the technology subject to a third-party license, Odd.Bot will provide this upon written request, where applicable, against payment of shipping and administration costs. For the avoidance of doubt, third-party technology that is not Third-Party Licensed Technology is deemed to be part of the Software and is licensed to Customer under the terms of this Agreement.

(d) Authorised Users. The license to the Software is limited to the number of users as granted to the Customer under the chosen license form. Those users are then Authorised Users. Authorised users may not make their login credentials available to third parties, or share them or allow their use by third parties.

(e) Fair Use. Odd.Bot may deny the Customer and Authorised Users access to the Software and the robot if Odd.Bot has reason to believe that the Customer is wholly or partially attempting or has attempted to make the Software and login credentials available to or share with third parties. One of the indicators that Fair Use is not being observed includes, but is not limited to, regular changes to the Software and/or the robot's settings.

2.3 Customer Responsibilities and Prohibited Activities.

(a) Resale of Software. Customer shall not – without prior written consent of Odd.Bot – effect any transfer of ownership (by sale, exchange, gift, operation of law or otherwise) of the Software or make the Software available for use by third parties.

(b) Transfer. Unless expressly stated otherwise in this Agreement, Customer may not distribute, rent, lend, lease, sell, sublicense or otherwise transfer the Software and the robot or any part thereof, as well as the rights granted in this Agreement to any other person without prior written consent of Odd.Bot.

(c) Reverse Engineering or Modification of Software. Customer may not reverse engineer, decompile, translate, disassemble, or otherwise attempt to derive the source code of the Software, including any components thereof, or modify or replace the Software in whole or in part.

(d) Data Traffic Costs and Conditions. When using the Software, the Customer must comply with applicable third-party terms, including the terms of their mobile network provider or internet service provider. If use of the Application requires data traffic, the costs and conditions of the Customer's mobile or internet service provider shall apply.

(e) Apple Inc. Third-Party Beneficiary. The Customer acknowledges and agrees that Apple Inc. and its subsidiaries are third-party beneficiaries of this Agreement, and that Apple Inc., upon the Customer's acceptance of the terms of this Agreement, has the right (and shall be deemed to have accepted such right) to enforce this Agreement against the Customer as a third-party beneficiary.

2.4 Warranties and Disclaimer.

(a) Odd.Bot warrants that it has all necessary rights and licenses to grant Customer rights as set forth in this Agreement.

(b) Odd.Bot warrants that, from the date the Software is made available to Customer via electronic download and for a period of 90 days thereafter (the "Warranty Period"), the Software will have the features and specifications described in the Documentation and that any media on which the Software is delivered will be free from defects in materials and workmanship. Odd.Bot's entire liability and Customer's exclusive remedy during the Warranty Period shall be determined by Odd.Bot at its sole discretion: Odd.Bot will attempt to correct the errors or provide a workaround, or replace defective media on which the Software is installed.

(c) Customer is responsible for preventing security issues with respect to its own systems and data, including Software hosted on Customer's systems. Customer's responsibility includes, but is not limited to, unauthorised

intrusions into the Software, such as cyberattacks, ransomware, malware, viruses, spyware or trojans, and Odd.Bot is not responsible for any damages resulting from Customer's failure to adequately secure its systems and data.

(d) Odd.Bot does not warrant that the Software will operate uninterrupted or error-free. Any information from Odd.Bot regarding functionality constitutes technical information and express warranty.

(e) If the Software does not conform to an applicable warranty, the Customer may notify Apple Inc. thereof. Apple Inc. will in that case, refund the purchase price of the Software to the Customer to the extent the Customer has paid a purchase price to Apple Inc. To the maximum extent permitted by applicable law, Apple Inc. shall have no further warranty obligation with respect to the Software. All other claims, losses, liabilities, damages, costs or expenses attributable to failure to conform to a warranty are, as between Apple Inc. and Odd.Bot, solely the responsibility of Odd.Bot.

3. SOFTWARE MAINTENANCE TERMS

3.1 Software Maintenance.

(a) Maintenance Services. Software Maintenance Services consist of (a) the delivery of updates to the Software, (b) the delivery of bug fixes for the Software, and (c) the provision of telephone support in connection with the Software. Software Maintenance Services shall be provided in accordance with the terms of this Section 3 to those Customers who have purchased such support services under this Agreement for the applicable Software. Software Maintenance Services are available, and shall remain available, under this Agreement only to the extent such services are made available by Odd.Bot in combination with authorised use of the hardware, or any portion of the hardware. Odd.Bot is solely responsible for providing maintenance and support services with respect to the Software, as set forth in this Agreement or as otherwise required by applicable law. Customer acknowledges that Apple Inc. has no obligation to provide maintenance or support services for the Software.

(b) Optional Maintenance Services. Upon request, enhanced support levels and optional services are available. Enhanced support levels and optional services such as remote support (remote connection on request), employee-based diagnostic service (remote monitoring), on-site corrective service, support for earlier versions and additional support hours are available under the terms and rates as provided by Odd.Bot to the Customer upon request.

3.2 New Software Releases. New versions of the Software released by Odd.Bot may contain bug fixes and/or new or enhanced functionality. Customer shall be entitled to receive new releases of the Software that have been released to Odd.Bot Customers generally during a period for which the Customer has purchased maintenance services for the applicable Software under this Agreement.

3.3 Bug Fixes. A bug exists when the Software does not materially conform to the Documentation ("Bug"). Customer may report a suspected Bug to Odd.Bot and shall provide, upon Odd.Bot's request, a detailed written description and documentation of the suspected Bug. Odd.Bot shall investigate the related facts and circumstances and Customer shall cooperate with Odd.Bot's investigation. If Odd.Bot determines that the Software contains a Bug, Odd.Bot shall use all commercially reasonable efforts to correct the Bug. A Bug fix may consist of a separate patch, a workaround, or may be incorporated into the next available release of the Software, at Odd.Bot's discretion. Some Odd.Bot products may require access to Customer's facilities to perform Maintenance Services. If reasonably requested by Odd.Bot, Customer shall permit Odd.Bot to perform the Maintenance Services at Customer's facilities and shall provide reasonable access to facilities, office space and office equipment for this purpose.

3.4 Limitation of Remedies. Odd.Bot's sole and exclusive responsibility and Customer's sole and exclusive remedy in the event the Software cannot be corrected when it does not substantially conform to the Documentation (a "Bug") shall be that Customer has the right to cancel the maintenance service for the Software on which the Bug has a direct effect. Odd.Bot will then within 30 days refund the unused portion of the fees already paid for the remainder of the current maintenance term for the applicable Software.

4. GENERAL TERMS

4.1 Limitation of Liability. Odd.Bot's total liability for all claims or damages arising from or related to this Agreement, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to and shall not exceed the total amount paid to Odd.Bot under the Agreement for the specific Software or service that caused the damages or that is subject to a claim. This limitation does not apply to claims for violations of patent rights, copyrights and trade secrets, which are addressed in Section 4.3 of this Agreement. In no event shall Odd.Bot's damages owed, or shall Odd.Bot be liable for any loss of data, revenues, profits or savings, nor for indirect, incidental and consequential damages of any party, including third parties, even if Odd.Bot has

been advised in advance of the possibility of such damages, and all such damages are expressly disclaimed. No party may bring a claim under this Agreement if the relevant event was identified or should have been identified by that party more than **60 days** ago. Odd.Bot, and not Apple Inc., is, as between Odd.Bot and Apple Inc., responsible for handling claims by the Customer or third parties relating to the Software or the Customer's use thereof, including but not limited to: (i) product liability claims; (ii) claims that the Software fails to conform to applicable statutory or regulatory requirements; and (iii) any claims arising under consumer protection, privacy law or similar legislation. The Customer is aware that Odd.Bot makes the Software available to business customers and not to consumers. The making available of the Software to natural persons affiliated with the Customer shall not be construed to mean that Odd.Bot is contracting with a consumer. To the extent that at any time it must nonetheless be assumed that Odd.Bot is contracting with a consumer, this Agreement shall not limit Odd.Bot's liability towards the Customer beyond what is permitted under applicable consumer law.

4.2 **General Terms and Conditions.** The general terms and conditions of Odd.Bot apply to this Agreement to the extent not deviated from in this Agreement. A copy of the general terms and conditions can be found here as attached to this Agreement.

4.3 **Indemnification for Intellectual Property Infringement.**

(a) Indemnification for Infringement Claim. Odd.Bot shall indemnify and defend each claim brought against Customer, at its own expense, to the extent it is based on a claim that any Software delivered hereunder infringes a patent, copyright, trade secret or other intellectual property right, and shall pay all costs and damages ultimately awarded against Customer by a court of competent jurisdiction, provided that Odd.Bot is promptly notified in writing of such claim and receives information, reasonable assistance and the sole authority to defend or settle the claim.

(b) Exclusions. Notwithstanding any provision to the contrary in this Agreement, Odd.Bot shall have no liability or obligation to Customer under this Section 4.3 or under any other term of this Agreement, to the extent an infringement claim is based wholly or in part on or arises from: (i) Customer's use of any non-current version of the Software, to the extent that Customer's liability for the infringement would have been avoided by use of a more recent version of the Software, (ii) the combination, operation or use of the Software with any software, hardware, materials or products of third parties to the extent that Customer's liability for such infringement would have been avoided in the absence of such combination, operation or use, (iii) a modification, adaptation or repair of the Software not performed by Odd.Bot, (iv) Customer's failure to use a correction or patch for a defect provided by Odd.Bot to Customers, (v) compliance with designs, plans or specifications provided by Customer to Odd.Bot, or (vi) any refusal by Customer to install and use a non-infringing version of the Software offered by Odd.Bot to Customer free of charge, as long as such non-infringing version performs substantially the same functions.

(c) Sole and Exclusive Remedy. This Section 4.3 represents Odd.Bot's sole and exclusive liability to Customer for infringement of the intellectual property rights of a third party under this Agreement.

4.4 **Termination.** Customer may terminate this Agreement at any time by destroying all copies of the Software and Documentation from Customer's computer systems and notifying Odd.Bot in writing of such destruction. Odd.Bot shall have the right to immediately terminate this Agreement and/or any license granted hereunder by notice to Customer, if Customer: (a) breaches the license restrictions of this Agreement, (b) violates the confidentiality restrictions contained in this Agreement, (c) fails to make timely payment, including any late payment charges that may have arisen after such payment was made late, or (d) files for bankruptcy, is subject to a bankruptcy filing not dismissed within sixty (60) days of such filing, makes an assignment for the benefit of creditors, if a receiver, administrator, custodian or similar officer is appointed or takes possession of Customer's assets, or if Customer ceases to carry on business in the ordinary course. In addition, Odd.Bot shall have the right to terminate this Agreement and/or any license granted hereunder if Customer breaches any other obligation or provision of this Agreement that remains unresolved for a period of thirty (30) days after receipt of notice thereof from Odd.Bot.

4.5 **Effect of Termination**. Upon termination of this Agreement, the licenses granted hereunder and all other provisions of this Agreement (except those identified in this Section) shall terminate and Customer shall immediately cease using the Software, Documentation and other confidential information of Odd.Bot and shall permanently delete all electronic copies thereof from Customer's systems. Except as specifically set forth in this Agreement, no license fees or maintenance fees shall be refunded. Termination or expiration of this Agreement or any license granted hereunder shall not restrict either party from pursuing any other remedies available to them, including injunctive relief, nor shall such termination relieve Customer of its obligation to

pay all costs incurred or otherwise owed by Customer. All provisions of the Agreement that by their express terms extend beyond termination or expiration of the Agreement or that by their nature are so extended shall survive termination or expiration of this Agreement and shall remain in full force thereafter.

4.6 **Export Compliance.** Odd.Bot's obligation to perform under this Agreement is subject to the condition that this is not hindered by national or international laws or regulations regarding trade or customs, including embargoes or other sanctions. Customer agrees to comply with all applicable national and international export and re-export control regulations, including but not limited to, those of the European Union, the United States of America and the regulations of any other country or jurisdiction that may be applicable (the "Export Laws"). In particular, but not in limitation of the foregoing, Customer must ensure that the Software and all derivatives thereof do not: (i) be downloaded, exported, re-exported (including any "deemed export"), or transferred, directly or indirectly, in violation of any applicable economic sanction or Export Laws, or (ii) be used for any purpose prohibited by Export Laws, (iii) be provided to persons/entities not otherwise eligible to acquire, license or use the Software. Odd.Bot reserves the right to conduct the necessary checks under the Export Laws and, upon request, Customer shall promptly provide Odd.Bot with the necessary information to meet its legal obligations. Customer shall indemnify and hold Odd.Bot harmless from claims, proceedings, actions, fines, losses, costs and damages arising from or related to Customer's non-compliance with Export Laws, and Customer shall compensate Odd.Bot for all losses and expenses resulting therefrom. Customer represents and warrants that: (i) it is not located in a country subject to a US Government embargo, or that has been designated by the US Government as a terrorism-supporting country; and (ii) it is not listed on any US Government list of prohibited or restricted parties. This Section shall survive expiration or termination of this Agreement for any reason.

4.7 **Confidentiality and Data Protection.**

(a) Odd.Bot Confidential Information. During the term of this Agreement and thereafter, Customer shall: (i) treat all Odd.Bot Confidential Information as confidential; (ii) not use such Odd.Bot Confidential Information except as expressly set forth herein; (iii) implement reasonable procedures to prevent unauthorized use, disclosure, reproduction, misappropriation or removal of Odd.Bot Confidential Information; and, (iv) not disclose Odd.Bot Confidential Information to third parties. In addition, Customer shall not copy Odd.Bot Confidential Information without prior written consent of Odd.Bot. For purposes of this Agreement, "Odd.Bot Confidential Information" means all information and materials disclosed by Odd.Bot to Customer, including but not limited to, information regarding Odd.Bot's business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, the Software and Documentation, product plans, services, Customer lists and information about employees, Customers, suppliers, consultants and subsidiaries of Odd.Bot. If Customer conducts comparisons or other tests with respect to the Software, including any content or functionality of our third-party licensors, or hardware, the results shall constitute Odd.Bot Confidential Information and may not be published or otherwise disclosed to third parties.

(b) Customer Confidential Information. For purposes of this Agreement, "Customer Confidential Information" means all information shared by Customer with Odd.Bot under this Agreement with respect to Customer's activities that have not been made public, provided that such information is marked or otherwise identified as confidential at the time of disclosure or consists of information which, by its context, is sufficient for Odd.Bot to be aware of its confidential nature. Odd.Bot shall prevent disclosure and protect the confidentiality of Customer Confidential Information using the same means that Odd.Bot uses to protect its own Confidential Information, but in any event no less than reasonable means. Customer Confidential Information shall not be disclosed by Odd.Bot to third parties, other than to its employees, affiliated companies, its consultants, representatives, contractors, judicial authorities and government agencies without prior written consent of Customer.

(c) Exclusions. Odd.Bot Confidential Information and Customer Confidential Information are herein referred to collectively as "Confidential Information." The confidentiality obligation of this Section 4.7 shall not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the party receiving the Confidential Information ("Recipient") in breach of this Agreement; (ii) becomes available to the Recipient from a source other than the party disclosing the Confidential Information ("Discloser"), provided that the Recipient has no reason to believe that such source is itself bound by a confidentiality obligation or a non-disclosure agreement with Discloser, or is otherwise prohibited from disclosing the Confidential Information by a legal, contractual or fiduciary obligation; (iii) was in the possession of the Recipient prior to receipt from the Discloser, without a corresponding confidentiality obligation; (iv) has been independently developed by the Recipient without use of, or reference to, the Discloser's Confidential Information; or (v) is required to be disclosed by the Recipient pursuant to a governmental authority or law, as long as the Recipient promptly notifies the Discloser in writing of the required disclosure, to the extent such notice is permitted by law, and coordinates with the Discloser in an effort to limit the nature and extent of such required disclosure.

(d) Data Protection. Customer warrants that it complies with all applicable data protection laws including the

GDPR and that it has obtained all necessary consents, as required by applicable law with respect to the transfer of personal data of Customers or making them available to Odd.Bot for processing in the course of Software Maintenance Services under this Agreement, and shall indemnify Odd.Bot from all costs, claims, obligations and demands incurred by Odd.Bot with respect to a breach of this warranty.

(e) Survival of Confidentiality Obligations. This Section 4.7 shall survive expiration or termination of this Agreement for any reason.

4.8 Miscellaneous.

(a) Assignment. This Agreement shall extend to and be binding upon the successors, legal representatives and permitted assigns of the parties. However, this Agreement and the licenses granted hereunder may not be assigned, sublicensed or otherwise transferred (by operation of law or otherwise) by Customer, without prior written consent of Odd.Bot.

(b) No Waiver. The failure of either party to enforce any provision of this Agreement at any time shall in no way be construed as a waiver of such provision, nor shall it in any way affect the validity of the Agreement or any part thereof, or the right of the other party to thereafter enforce each and every provision.

(c) Force Majeure. Neither party shall be liable for any failure or delay in its performance under this Agreement for any cause beyond its reasonable control, including acts of war, force majeure, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental action or failure of the internet (not due to acts or omissions of the parties), provided that the delayed party: (i) promptly notifies the other party of such cause, and (ii) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

(d) Validity and Enforceability. If any provision of this Agreement is held to be invalid, unlawful or unenforceable, the validity, lawfulness and enforceability of the remaining provisions shall not in any way be affected or impaired, and such provision shall be deemed to be modified to best reflect the original intentions of the parties in accordance with applicable law.

(e) Publicity. Except as may be required by applicable law, neither party shall disclose the terms of this Agreement in connection with the subject matter thereof without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Odd.Bot shall be permitted to mention Customer's name on the Odd.Bot website as a Customer of Odd.Bot, in company presentations, and in other marketing materials of Odd.Bot, and each party shall have the limited right to disclose the terms of this Agreement to its financial, tax and legal advisors who are subject to appropriate confidentiality obligations.

(f) Governing Law. This Agreement is governed by and construed in accordance with the laws of the Netherlands. The UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, does not apply to transactions under this Agreement.

(g) Entire Agreement. This Agreement constitutes the entire and complete statement of the agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, arrangements or communications, written or oral, with respect to this subject matter.

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