

Terms and Conditions

These terms and conditions (“Agreement”) is between you (“you” or “Customer”) and Unbox Robotics Private Limited (“Company”) in relation to the license of the Products (*defined below*) and your use of the Products licensed through either Microsoft AppSource or Azure Marketplace (collectively, “Marketplace”).

1. License of the Products

- 1.1. Upon the acceptance of an order for a Product, and subject to compliance with the terms and conditions of this Agreement by the Customer, the Company offers non-exclusive and limited license to use the Products for its internal use as per the terms and conditions of this Agreement. These licenses are solely for Customer’s own use and business purposes and are non-transferable.
- 1.2. Products may contain or be provided with components that are subject to open-source software licenses. Any use of those components may be subject to additional terms and conditions and Customer agrees that any applicable licenses governing the use of the components will be incorporated by reference in this Agreement.
- 1.3. The term of the license and the Customer’s ability to use the Products shall cease upon the expiry of the subscription period for the Products chosen by the Customer at the time of placing the order for the Products.
- 1.4. For the purposes of this definition, “**Products**” shall mean all the intellectual property associated with the hardware and software components. The Company’s Product integrates the hardware component and the software component in combination to create a material handling system for internal use of the Customer. The components of the system include mobile robots, peripheral racks, feeding conveyors, IT infrastructure, control software stack and interfacing software applications in any number.

2. Pricing and Payment

- 2.1. The Company will invoice the Customer based on the terms of subscription/license as agreed between the Parties in the Order. The pricing and payment model of the Company allows for an upfront payment for purchase of the Products along with AMC terms or a periodic subscription of the services. The Parties may mutually agree to the pricing and payment model pursuant to an Order.

“**Order**” for the purposes of this Agreement shall mean an email order or an order in whatever form so long as it is in writing between the parties that details the pricing and payment terms, and such other commercials as agreed to by and between the parties

3. Intellectual Property Rights

- 3.1. The Company reserves all rights not expressly granted in this Agreement. The Products are protected by copyright and other intellectual property laws and international treaties. No rights

will be granted or implied by waiver or estoppel. Rights to access or use the Products on a device do not give Customer any right to implement the Company's patents or other intellectual property in the device itself or in any other software or devices.

3.2. Except as expressly permitted in this Agreement, the Customer shall not (and is not permitted to):

- copy, modify, reverse engineer, decompile, or disassemble any Product or attempt to do so;
- install or use any third-party software or technology in any way that would subject the Product's intellectual property or technology to any other license terms;
- separate and run parts of a Product on more than one device;
- upgrade or downgrade parts of a Product at different times;
- use a Product for any unlawful purpose;
- transfer parts of a Product separately; or
- distribute, sublicense, rent, lease, or lend any Product, in whole or in part, or use them to offer hosting services to a third party.

3.3. The Customer shall not be permitted to transfer, assign or sub-license the Products to any third-party entity. Provided, however, the Customer may be permitted to sub-license or assign the Product subject to the prior written consent of the Company.

4. **Data Protection and Privacy**

4.1. To the extent applicable, the parties will abide by the requirements of the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland will be governed by the Standard Contractual Clauses, as designated by the European Commission, made available by the Company at the applicable URL for such terms or as otherwise communicated to Customer.

4.2. Customer consents to the processing of Personal Data by Company and its Affiliates, and their respective agents and Subcontractors, as provided in this Agreement. Before providing Personal Data to the Company, the Customer will obtain all required consents from third parties (including the Customer's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

4.3. To the extent, Company is a processor or sub- of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing and the parties also agree to be compliant with the GDPR Guidelines.

- 4.4. To the extent applicable, the Company shall comply with the *Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011*) in terms of collecting, storing, and processing of Personal and Sensitive Data.

5. **Storage and Security**

- 5.1. We endeavour to securely store all information we gather within databases controlled by Us. However, We may store information in locations outside our direct control (for instance, on servers or databases co-located with hosting providers).
- 5.2. Our databases are stored on servers secured behind a firewall; access to the servers is password-protected and is strictly limited. However, no method of transmission over the internet, or method of electronic storage, is 100% secure. Therefore, while We strive to use commercially acceptable means to protect Your information, We cannot guarantee its absolute security.
- 5.3. We use commercially reasonable safeguards to preserve the integrity and security of Your information against loss, theft, unauthorized access, disclosure, reproduction, use or amendment.
- 5.4. The information that We collect from You may be transferred to, and stored at, a destination inside or outside India. By submitting Your information on Our Platform, You agree to this transfer, storing and/ or processing. We will take such steps as we consider reasonably necessary to ensure that Your information is treated securely and in accordance with this Agreement.
- 5.5. In using the Platform, You accept the inherent security implications of data transmission over the internet and the world wide web cannot always be guaranteed as completely secure. Therefore, Your use of the Platform will be at Your own risk.
- 5.6. We assume no liability for any disclosure of information due to errors in transmission, unauthorized third party access or other acts of third parties, or acts or omissions beyond Our reasonable control and You agree that You will not hold Us responsible for any breach of security.
- 5.7. In the event We become aware of any breach of the security of Your information, We will promptly notify You and take appropriate action to the best of Our ability to remedy such a breach.

6. **Confidentiality**

- 6.1. We will keep confidential and protect any and all information provided by You except where disclosure is required or permitted by law.
- 6.2. You may obtain certain confidential information, including without limitation, information related to other users or third parties including investors and companies and technical,

contractual, product, pricing, business related functions, activities and services, customer lists, knowledge of customer needs and preferences, business strategies, marketing strategies, methods of operation, markets and other valuable information in relation to such Users or third parties that should reasonably be understood as confidential (**Confidential Information**). You acknowledge and agree to hold all Confidential Information in strict confidence. Title and all interests to all Confidential Information shall be vested in Us.

- 6.3. We provide access to User Information to employees, agents, advisors and consultants who We believe reasonably need to come into contact with that information to provide services to You or in order to do their jobs.
- 6.4. We may provide information, including Personal Information, to third-party service providers to help Us deliver Our services efficiently and effectively. Service providers are also an important means by which We maintain Our Platform and mailing lists. We will take reasonable steps to ensure that these third-party service providers are obligated to protect Personal Information on Our behalf through confidentiality agreements and otherwise.
- 6.5. The restrictions set out herein shall not apply to the disclosure of Confidential Information if and to the extent the disclosure is:
 - (i) required by the applicable law of any jurisdiction
 - (ii) required by any applicable securities exchange, supervisory or regulatory or governmental body to which the relevant party is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law
 - (iii) made to employees and representatives on a need to know basis, provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Agreement

7. Representations and Warranties

7.1. Company continuously represents and warrants that:

- (i) it has full rights and authority to enter into, perform under, and grant the rights in, this Agreement;
- (ii) its performance will not violate any agreement or obligation between it and any third party
- (iii) the Products will substantially conform to the Documentation;

the Products will not:

- (i) to the best of Company's knowledge, infringe or violate any third party patent, copyright, trademark, trade secret, or other proprietary right; or
- (ii) contain viruses or other malicious code that will degrade or infect any products, services, software, or Customer's network or systems, and
- (iii) while performing under this Agreement, the Company will comply with law, including Data Protection Laws and Anti-Corruption Laws, and will provide training to its employees regarding Anti-Corruption Laws.

- 7.2. **Disclaimer.** Except as expressly stated in this Agreement, the Products are provided as is. To the maximum extent permitted by law, Company disclaims any and all other warranties (express, implied or statutory, or otherwise) including of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice, or course of performance.

8. **Limitation of Liability**

- 8.1. For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:
- (i) **Subscriptions.** For Products ordered on a subscription basis, Company's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
 - (ii) **No Indirect Damages.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

9. **Term and Termination**

- 9.1. This Agreement is effective until terminated by a party, as described below. The term for each Product will be set forth in the order acceptance for such Product.
- 9.2. Unless otherwise set forth in an acceptance order, either party may terminate this Agreement or any Product without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement. The Company will not provide refunds or credits for any partial subscription period(s) if the Agreement or an order is terminated without cause.
- 9.3. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement or any Order immediately on notice if (i) the other party materially breaches the Agreement or an Order, and fails to cure the breach within 30 days after receipt of notice of the breach; or (ii) the other party becomes Insolvent. Upon such termination, the following will apply:
- (i) All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.
 - (ii) All amounts due under any unpaid invoices will become due and payable immediately. For metered Product billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

- (iii) If Company is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

9.4. **Suspension.** Company may suspend use of the Product without terminating this Agreement during any period of material breach. Company will give Customer reasonable notice before suspending the Product. Suspension will only be to the extent reasonably necessary.

9.5. **Survival.** The terms of this Agreement, including the applicable order, that are likely to require performance, or have application to events that may occur, after the termination or expiration of this Agreement or any Order, will survive termination or expiration, including all indemnity obligations and procedures.

10. **Governing Law and Dispute Resolution**

10.1. In accordance with the Information Technology Act 2000, the name and the details of the Grievance Officer at Company is provided below. You may,

- (i) request access to Your Sensitive Personal Data or Information
- (ii) report any grievances in relation to Your Sensitive Personal Data or Information
- (iii) any security breach in relation to Your Sensitive Personal Data or Information; to the:

Grievance Officer: (*Designate Name: Prashanth Adiyodi*; Email: prashanth.adiyodi@unboxrobotics.com)

10.2. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Bangalore, India shall have exclusive jurisdiction in relation to any Disputes (defined below) arising out of or in connection with this Agreement subject to the provisions of this Clause 10.

10.3. Any action, dispute or difference arising under or relating to this Agreement (**Dispute**) shall at the first instance be resolved through good faith negotiations between the parties hereto, which negotiations shall begin promptly, within 15 (fifteen) days after a party has delivered to the other party a written request for such consultation. If the parties are unable to resolve the Dispute in question within 15 (fifteen) days of the commencement of negotiations, such Dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time and rules prescribed thereunder. When any Dispute is under arbitration, except for the matters under dispute, Company and You shall continue to exercise the remaining respective rights and fulfil the remaining respective obligations under this Terms of Use.

10.4. The arbitration shall be conducted by a sole arbitrator jointly appointed by Company and You. If parties fail to appoint an arbitrator within 30 days after service of the notice of arbitration, such arbitrator shall be appointed in accordance with provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bangalore, India.

- 10.5. The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.
11. **Entire Agreement.** This Agreement supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Agreement. If there is a conflict between any parts of this Agreement, the following order of precedence will apply:
- a. Order; and this
 - b. this Agreement;
12. **Independent contractors.** The parties are independent contractors. Customer and Company each may develop products independently without using the other's Confidential Information.
13. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the services of others.
14. **Amendments.** Unless otherwise agreed in a writing signed by both parties, Company will not change the terms of this Agreement, including privacy terms, during the term of this Agreement.
15. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Company may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Furthermore, either party may assign this Agreement without the consent of the other party in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
16. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
17. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
18. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
19. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Company must be sent to the address stated in the Order. Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Company may send notices and other information to Customer by email or other electronic form.