

END USER LICENSE AGREEMENT

1. DEFINITIONS

“**ElectroNeek**” means ElectroNeek Robotics, Inc. located at 1709 Coral Drive, Cedar Park, TX 78613, USA;

“**ElectroNeek RPA Platform**” means the suite of software components and any software templates for automation projects, or other software, created, made available or published by ElectroNeek and licensed to User under this Agreement, including Manuals, together with all Improvements.

“**ElectroNeek Partner**” means an entity with which ElectroNeek has a valid partner contract in place for promoting or reselling and distributing the ElectroNeek RPA Platform or for placing and processing orders from end users;

“**Agreement**” means these terms and any other terms referenced in this document;

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where “Control” means control of greater than 50 % of the voting rights or equity interests of a Party;

“**Claim**” means a claim, action, or legal proceeding filed against a Party;

“**User**” means the entity identified in the License Order as “User” or otherwise identified in the License Order as the End User; For the avoidance of doubt, if a User Affiliate places a License Order under this Agreement, such Affiliate shall be deemed as “User” for the purpose of that License Order;

“**User Data**” means any information that is imported by or on behalf of User into the ElectroNeek RPA Platform from its internal data stores or other sources not supplied by ElectroNeek;

“**Development Outputs**” means any programs, artifacts, charts or workflow diagrams created by the User using ElectroNeek RPA Platform, and the definition shall be construed to include any User Data;

“Improvements” means all versions, updates, corrections, improvements, developments, modifications, enhancements, variations, derivative works, scripts, any customizations, adaptations or extensions of feature sets of any of the ElectroNeek RPA Platform components, or any software referenced herein, created or acquired by ElectroNeek;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, and any other intellectual property rights or rights of a similar nature;

“License Fee(s)” means the fees payable by User for the ElectroNeek RPA Platform components, as set in the applicable License Order document or another document signed by the Parties;

“License Order” means the order form or other written document for the ElectroNeek RPA Platform or related services that is either (a) executed between ElectroNeek and User or (b) the document executed between an ElectroNeek Partner and User, substantially in the form provided by ElectroNeek;

“License Term” means the duration of the license for ElectroNeek RPA Platform (or for the provision of Professional Services), as specified in the License Order, or any shorter term as an effect of the termination of the Agreement;

“License Key” means an electronic activation key that authorizes the use of the ElectroNeek RPA Platform components;

“Manuals” means the materials available on ElectroNeek website;

“Party” means ElectroNeek and the User;

“Professional Services” means any consulting, training, implementation, or technical services provided by ElectroNeek, directly or through subcontractors, to a User.

2. LICENSES AND ORDERING PROCESS

2.1. License. ElectroNeek grants to the User a limited, non-exclusive right to use the components of the ElectroNeek RPA Platform specified in the License Order during the License Term in accordance with ElectroNeek Licensing Models and Manuals as published by ElectroNeek from time to time. User retains all rights, including Intellectual

Property Rights, in the Development Outputs created by the User with the ElectroNeek RPA Platform, in accordance with this Agreement.

2.2. License Order. The License Order is a purchase order that is placed with ElectroNeek Robotics, Inc.

2.3. Ordering Process. All License Orders with ElectroNeek for any ElectroNeek RPA Platform components during the term of this Agreement will be deemed to be subject to the provisions of this Agreement, irrespective if a reference to this Agreement is made within the License Order or not.

2.4. License Term. The License Term commences on the date ElectroNeek delivers the License Key (“Effective Date”) and is valid for the term indicated in the License Order. The expiration date of each License Term, as well as the terms regarding the applicable pricing and quantity, including the selected Licensing Model, will be included on each invoice and License Order.

2.5. Orders by User Affiliates. User Affiliates can place orders separately for ElectroNeek RPA Platform by explicitly referencing this Agreement in the License Order. The User Affiliates will be deemed to have accepted the terms herein and any reference to “User” shall be deemed as a reference to the User Affiliates.

3. THIRD-PARTY ACCESS

3.1. Outsourcing. User may allow its Affiliates, and third-party contractors to operate or access the ElectroNeek RPA Platform solely on User’s behalf, but only for User’s direct business purposes.

3.2. User Responsibility. If User allows any person or entity to operate, use or access the ElectroNeek RPA Platform, User is responsible for ensuring that such person or entity complies with the terms of this Agreement and will be liable towards ElectroNeek as if the actions of that other person or entity would have been its own.

3.3. No Additional Rights. For clarity, the rights granted under this section (*Third-Party Access*) do not modify the license permissions or increase the number of licenses granted under this Agreement and are always subject to the number of license actually acquired and the licensing models of the ElectroNeek RPA Platform components, as provided under the Support Terms section.

4. SUPPORT TERMS

4.1. ElectroNeek provides Technical Support on issues related to the functionality of the Product, its installation and operation features on standard configurations supported by operating, mail and other systems in the manner and conditions specified in its technical documentation.

4.2. For the implementation of Technical Support, ElectroNeek is entitled to require

the User to provide information regarding the license key number and technical characteristics of the equipment.

4.3. Appeals for Technical Support are accepted by e-mail care@electroneek.com. Each letter will be assigned a serial number - Ticket.

4.4. ElectroNeek will not provide Support to User: (i) where any of the ElectroNeek RPA Platform components has been modified or damaged by the User or anyone other than ElectroNeek without ElectroNeek consent or in breach of the Agreement; (ii) if the Incident is caused by hardware malfunction, User's negligence, willful misconduct or use of the ElectroNeek RPA Platform components in breach of the Agreement; (iii) if the Incident is caused due to a third-party software not developed by ElectroNeek.

5. PAYMENT TERMS

5.1. Applicability. This section applies only if User orders the ElectroNeek RPA Platform directly from ElectroNeek. If User orders the ElectroNeek RPA Platform from ElectroNeek Partner, payment terms are agreed between User and ElectroNeek Partner. If User orders ElectroNeek RPA Platform from ElectroNeek Partner under a License Order with ElectroNeek Partner, the terms of this Agreement apply to User's use of the ElectroNeek RPA Platform and will prevail in case of any inconsistency between these terms and the ElectroNeek Partner order for which ElectroNeek Partner is solely responsible.

5.2. Payment. User must pay the fees specified in the License Order. All fees are non-cancelable and, save as otherwise provided in this Agreement, non-refundable. The fees are invoiced annually in advance and due within 30 days from the invoice date unless otherwise specified in the License Order. All invoices will only be delivered electronically to User and will be issued by ElectroNeek Robotics, Inc. ElectroNeek may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any fees that are unpaid as of the date of termination or expiration of this Agreement will be immediately due and payable.

5.3. Payment schedules. The Users that opt for the quarterly payment schedule, only will be able to pay the fees specified in the License Agreement through credit or debit card. In the case of annual and semi-annual options, the payment can be made through bank transfer or credit card. The same method would be applicable for renewals. In this regard, if the User opts to renew the contract, the payments would be automatically debit from the User's credit or debit card provided on the dates agreed by the parties.

5.4. Credit and debit card payments. The User that opts for the credit or debit card payment options, agrees that on the dates agreed between the parties for each payment, ElectroNeek is going to automatically debit the payment for each period from the User's

credit or debit card provided. Please note that the same method would be applicable for renewals. In this regard, if the User opts to renew the contract, the payments would be automatically debit from the User's credit or debit card provided on the dates agreed by the parties.

5.5. Failure to Pay. If User fails to pay any amount due under this Agreement per the payment terms in the License Order, ElectroNeek will send User a reminder notice. If User fails to pay, ElectroNeek may, in its sole discretion, suspend or terminate the applicable License Order after notifying the User in writing.

5.6. Disputes. If User believes in good faith that ElectroNeek has incorrectly billed User, User must contact ElectroNeek in writing within 15 days of the invoice date, specifying the error. If ElectroNeek and User will not settle the dispute amicably in a term of maximum 30 (thirty) days, then the dispute shall be referred to a court of law in accordance with the Governing Law Venue section. User will pay the undisputed portions of the invoice.

5.7. Taxes. Prices do not include applicable taxes like, but not limited to, VAT. All payments will be made in cleared funds. User shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to User's purchase and use of the services. Also, User shall comply with all the informative regimes, filing of affidavits and tax returns that could emanate from this agreement in their country, providing the supporting documentation to ElectroNeek and if withholding taxes apply according to local regulations, provide the certificate of withholding and supporting documentation to ElectroNeek.

5.8. Changes. ElectroNeek is entitled to establish its own License Fees, at its own discretion. The License Fees are subject to change by the greater of the increase of the US CPI or 5% on an annual basis from the License Start Date unless otherwise specified in the Schedule or Addendum.

6. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

6.1. ElectroNeek Obligations. ElectroNeek will defend, at its expense, any third-party Claim against User during the License Term to the extent the Claim alleges that the ElectroNeek RPA Platform infringes the third party's patent, copyright, or trademark, or that ElectroNeek has misappropriated the third party's trade secret ("IP Claim"). ElectroNeek will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by ElectroNeek).

6.2. Remedy. In case of any IP Claim, ElectroNeek may: (a) procure for User a license to continue using ElectroNeek RPA Platform under the terms of this Agreement; (b) replace or modify the allegedly infringing components to avoid the infringement; or (c) terminate User's license and access to the ElectroNeek RPA Platform (or its infringing component) and refund the User pro rata fees pertaining to the ElectroNeek RPA Platform

components, computed on the basis of the prepaid and unused License Fees, but only if User confirms in writing that it destroyed all copies of the ElectroNeek RPA Platform component (and any related materials) from all computer systems on which it was stored.

6.3. Conditions. ElectroNeek will have no liability for any IP Claim: (A) that arises from any: (i) use of the ElectroNeek RPA Platform in violation of this Agreement; (ii) modification of the ElectroNeek RPA Platform by anyone other than ElectroNeek; (iii) failure by User to install the latest updated version of the ElectroNeek RPA Platform, as requested by ElectroNeek to avoid infringement; or (iv) third-party products, services, hardware, software, or other materials, or combination of these with the ElectroNeek RPA Platform, if the ElectroNeek RPA Platform would not be infringing without this combination; or (B) if User fails to: (i) promptly notify ElectroNeek in writing of the IP Claim; (ii) provide ElectroNeek with reasonable assistance requested by ElectroNeek for the defense of the IP Claim; (iii) provide ElectroNeek with the exclusive right to control or settle the IP Claim; or (iv) refrain from making admissions about the IP Claim without ElectroNeek's prior written consent. The remedies in this Third Party Intellectual Property Claims section are User's sole and exclusive remedies and ElectroNeek's sole liability regarding the subject matter giving rise to any IP Claim.

7. OTHER CLAIMS

7.1. User's Obligations. User will, at its expense, defend or settle any third-party Claim against ElectroNeek to the extent it arises from any User Development Outputs, User Data, or User's breach of Third Party Providers section. User will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by User).

7.2. Conditions. User's obligations under this Other Claims section are conditioned upon ElectroNeek (to the extent permitted by applicable law): (i) promptly notifying the User of any Claim in writing; (ii) cooperating with the User in the defense of the Claim; (iii) granting the User sole control of the defense or settlement of the Claim; and (iv) refraining from making any admissions about the Claim. The remedies in this Other Claims section are ElectroNeek's sole and exclusive remedies and User's sole liability regarding the subject matter giving rise to any such Claim.

7.3. Other Responsibility. For the avoidance of any doubt, under no circumstances ElectroNeek may be liable for any Claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from or in connection to any User Development Outputs.

8. LIMITATION OF LIABILITY

8.1. Damages Exclusion. Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, the use or inability to use the ElectroNeek RPA Platform, computer malfunction or failure, server down time, failure of the ElectroNeek RPA Platform to operate with any other programs, loss of profits, reputation, use, or revenue, loss or corruption of data, or interruption of business.

8.2. Liability Cap. The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter will not exceed an amount equal to the License Fees paid under this Agreement for the 12 months before the initial Claim. This limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit payment obligations as specified in the Payment Terms section. This limitation will also apply for ElectroNeek benefit when User ordered ElectroNeek RPA Platform from a ElectroNeek Partner, irrespective of the terms agreed between the User and ElectroNeek Partner.

9. REPRESENTATIONS & WARRANTIES

9.1. ElectroNeek RPA Platform Limited Warranty and Remedy. ElectroNeek warrants that the ElectroNeek RPA Platform, as delivered to User, will substantially conform to the applicable Manuals during the License Term, to the extent that the ElectroNeek RPA Platform is used in accordance with the Manuals. User must notify ElectroNeek of a Claim under this warranty within 30 days of the date on which the condition giving rise to the Claim first appeared. To the extent permitted by law, User's sole and exclusive remedy and ElectroNeek's sole liability under or about this warranty will be a replacement of the ElectroNeek RPA Platform component, or if replacement is not commercially reasonable, a termination of the applicable ElectroNeek RPA Platform component or services and a refund of pro rata fees pertaining to the ElectroNeek RPA Platform component or service, computed on the basis of the prepaid and unused License Fees.

9.2. Implied Warranties. Except for the express warranties herein, ElectroNeek RPA Platform is provided on an "as-is" basis. Neither Party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. ElectroNeek does not warrant the ElectroNeek RPA Platform or its components will run uninterrupted or error free. User bears the entire risk as to the use of the ElectroNeek RPA Platform. Each Party disclaims all liability for any harm or damages caused by any third-party hosting providers.

10. TERM

10.1. Duration. This Agreement applies to the ElectroNeek RPA Platform from the Effective Date until the expiration of the applicable License Term or the term for Professional Services. If User has not signed a renewal at the end of a License Term prior to the expiration of the then current License Term, the License Term will be automatically renewed for successive renewal terms of 1 year each, unless either Party provides written notice of non-renewal to the other Party at least 30 days before such expiration.

10.2. Material Breach. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement upon written notice.

10.3. Effect of Termination. Upon termination or expiration of this Agreement or any License Term the license and associated rights for the ElectroNeek RPA Platform will immediately terminate and User must, at its expense remove and delete all copies of the ElectroNeek RPA Platform. User understands that some or all the ElectroNeek RPA Platform components may cease to operate without prior notice upon expiration or termination of the License Term. The Parties agree that, except as otherwise provided under this Agreement, the User will not be entitled to a refund of any fees paid hereunder after the delivery of the License Key or any renewal thereof.

11. GENERAL

11.1. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except upon written notice of a change of control. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice.

11.2. Confidentiality Obligations. Parties must, and will ensure their Affiliates, employees and/or agents shall, keep the Confidential Information (means and refers to any document and information to which a Party has access during the performance of this Agreement, including but not limited to technical information, business methods, software programs, licensing model, of the other Party) confidential. Neither Party will in any manner, directly or indirectly, use or otherwise employ all or any of the Confidential Information of the other Party for any purpose other than the performance under this Agreement. This confidentiality obligation will survive for 3 years after the termination or expiration of this Agreement. The User acknowledges that if it provides any suggestions or feedback to ElectroNeek, it does so voluntarily and without any obligation of confidence on ElectroNeek in relation thereto who will be entitled to use any suggestions or feedback, in any way and for any purpose.

11.3. Data Use Consent. User agrees that ElectroNeek and its Affiliates may collect and

use technical information gathered as part of the software support services provided, if any, related to the ElectroNeek RPA Platform. ElectroNeek may use this information solely to improve the software or to provide customized services or technologies to the User and will not disclose this information in a form that personally identifies the User.

11.4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between them with respect to such subject matter. Any amendments to this Agreement may only be made in writing and become effective when signed by both Parties. In case of any discrepancies between the terms of this Agreement and a License Order, the terms of the License Order will prevail. The Parties agree any termination of this Agreement shall trigger termination of all License Orders placed on the basis of this Agreement, however, termination of a License Order will not trigger termination of this Agreement, unless otherwise agreed by the Parties in writing.

11.5. No Other Terms. Any terms or conditions in any purchase order or any other related documentation submitted by or on behalf of User to ElectroNeek (or any other entity, such as an ElectroNeek Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both User and ElectroNeek.

11.6. Governing Law, Venue. This Agreement is governed by the laws indicated in the below table. For any dispute arising out of or relating to this Agreement (if the Parties do not reach a settlement within 60 days), the Parties consent to personal jurisdiction in, and the exclusive venue of, the courts indicated in the below table. The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. To the fullest extent permitted by law, each of the Parties waives any right it may have to a jury trial in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. If a waiver of jury trial is deemed by any court of competent jurisdiction as not being enforceable for any reason, then to the fullest extent permitted by law, each of the Parties hereto agree to binding arbitration as determined in good faith by the Parties.

Applicable law Venue	Venue
the State of Texas Law	Courts of Cedar Park, TX

11.7. License Compliance. ElectroNeek may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that User's use, installation, or deployment of the ElectroNeek RPA Platform comply with the terms of this Agreement and User agrees to provide all the required assistance and support during such verification.

11.8. No Partnership. Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties and neither Party has authority to bind the other Party.

11.9. Notices. Any notice given under this Agreement must be in writing by e-mail, with a suggestive subject, to the addresses listed below (or addresses notified in writing by either Party) and will be effective the earlier of (i) when received by the Party, or refused by the Party or (ii) the next business day.

Matter	To ElectroNeek
Support	care@electroneek.com
Sales	sales@electroneek.com
Partnership	partners@electroneek.com

11.10. Publicity. The User authorizes ElectroNeek to publicly identify the User as a User and include the User's name and logo on the ElectroNeek's website and other promotional and marketing materials.

11.11. Privacy. During the performance of this Agreement each Party may collect, store and use personal data related to the other Party's representatives or employees, such as their name, telephone number, e-mail address, job title. This personal data may be collected from the other Party or directly from the representatives or employees and it is necessary to allow the parties to enter into and perform this Agreement. Each Party will be responsible for informing its own representatives or employees of the processing of their personal data as provided in this Agreement. Each Party is responsible for complying with the applicable data protection legal requirements for the purposes of this Agreement. If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of this Agreement, the Parties shall enter into a data processing agreement in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") or equivalent.

11.12. Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the Agreement remain in force and shall produce legal effects.

11.13. Third Party Providers. If User uses certain features of the ElectroNeek RPA Platform in conjunction with third party data, products, services, and platforms, then User is responsible for complying with the terms and conditions required by such third-party providers, and all such use is at User's own risk.

11.14. Third Party Licenses. The ElectroNeek RPA Platform contains or may be used in conjunction with other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified in the Third

Party Licenses section on the ElectroNeek website, as updated from time to time or communicated to the User.

11.15. Export. Notwithstanding anything from the above, each Party acknowledges that the ElectroNeek RPA Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the “Export Control Regulations”) regulating the export and re-export of the ElectroNeek RPA Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties.

Each Party hereby agrees and undertakes that it shall not knowingly export or re-export the ElectroNeek RPA Platform (or any product, process or service resulting directly there from), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.

11.16. Anti-Corruption. Each Party confirms it has not been offered or received any illegal or improper bribe, kickback, payment, gift, or thing of value from the other Party’s employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Any violation of the above restriction will be promptly notified to founders@electroneek.com.

11.17. Waiver. Neither failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (provided by law). Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.