

Olis Inc.

Terms of Service

Last Updated: March 12, 2026

This Terms of Service (“**Agreement**”) is a legally binding contract between you and Olis Inc. (“**Olis**,” “**us**,” “**we**,” or “**our**”) regarding your use of the Service (as defined in below). References to “**Customer**,” “**you**,” and “**your**” refer to the individual or entity that accepts this Agreement by executing an ordering document provided to you by us, by placing an order using online functionality we make available like clicking a box, creating an Account (as defined below), or otherwise affirmatively accepting this Agreement through other means we offer you. If the Service is being used on behalf of an entity, then all references to “**Customer**,” “**you**,” or “**your**” refer to the entity. If you are an entity, the individual accepting this Agreement on your behalf represents and warrants that they have authority to bind you to this Agreement. If you are not eligible, or do not agree to the terms and conditions of this Agreement, then you do not have our permission to use the Service. Your use of and our provision of the Service to you, constitutes an agreement by us and by you to be bound by this Agreement.

1. Defined Terms. Certain capitalized terms used in this Agreement are defined in Section 14 (Definitions) and others are defined contextually in this Agreement.

2. Overview. We provide a video-based diagnostics software platform for industrial robots and other automation systems (“**Robots**”) owned by you or by a third party serviced by you as an integrator, designed to enable users to monitor, troubleshoot, and manage those Robots (“**Service**”). In order to use the Service, users must have purchased third-party hardware that interoperates and connects with the Service, such as certain Android tablets or other suggested video-enabled devices, each kept current with software updates recommended by the manufacturer (“**Hardware**”), and have downloaded the Olis App. A partial list of Hardware capable of interoperating and connecting with the Service is available at the Olis website or upon request.

3. The Service.

3.1. Permitted Use. Subject to the terms and conditions of this Agreement, we will make the Service available to you and, if you are an entity, to your Users during the Term for your use only. We also, if applicable, permit you to use the Service during the Term in your capacity as a service integrator (“**Integrator**”) for the purpose of providing installation, management, support, or other services to a third-party that owns the Robots or facility where the Service is deployed (such third party, an “**Owner**”).

3.2. App. During the Term, we grant you a limited, non-transferable, revocable, non-exclusive, non-sublicensable license for you and your Users to download our App onto Hardware and use it to access and use the Service. You and your Users are responsible for installing all updates that we provide or make available for download.

3.3. Access. To access the Service, you and your Users must register for an account (“**Account**”) and, in doing so, may be required to provide us with information (such as name, email address, other contact information, and credit card information). You agree that the information you provide to us is accurate, complete, and not misleading and you will keep it accurate and up to date at all times. Only Users, using the mechanisms designated by us (“**Log-in Credentials**”), may access and use the Service. Each User must keep their Log-in Credentials confidential and not share them with anyone else. You are responsible for your Users’ compliance with this Agreement and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by our breach of this Agreement). You

will promptly notify us if you become aware of any compromise of a Log-in Credential. You represent and warrant to us that your registration and use of the Service is in compliance with all Laws.

3.4. Restrictions. You will not (and will not permit your Users or anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Service to a third party (other than your Users); (b) use the Service on behalf of or for the benefit of a third party (other than for the benefit of an Owner); (c) use the Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to us); (e) modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of the App); (f) remove or obscure any proprietary notices in the Service; (g) publish benchmarks or performance information about the Service; (h) interfere with the operation of the Service, circumvent any access restrictions, or conduct any security or vulnerability test of the Service; (i) transmit any viruses or other harmful materials to the Service; (j) take any action that risks harm to others or to the security, availability, or integrity of the Service; (k) access or use the Service in a manner that violates any Law; or (l) use the Service with Prohibited Data or for High Risk Activities. You acknowledge that the Service is not intended to meet any legal obligations for such uses, including HIPAA requirements, and that we are not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, we have no liability for Prohibited Data or use of the Service for High Risk Activities.

3.5. Support. We will use commercially reasonable efforts to provide you with support for the Service during the Term. You may contact us at support@olisrobotics.com if you experience any issue with respect to the Service. Except as expressly stated in this Agreement, we are under no obligation to support or maintain the Service or to provide any updates, upgrades, or other technical support to you with respect to the Service or your Customer Data.

3.6. Customer Systems. You are solely responsible for providing and maintaining all Customer Systems. You will install, configure, operate, and maintain all Customer Systems in a safe and prudent manner and in accordance with all safety instructions and any applicable laws, codes, and regulations. You will take all reasonable precautions necessary to prevent any injury, harm or damage to your and Owner's facility, property, and personnel that could be caused by use of the Service, including in the event of any errors, malfunctions, or failures in the performance or operation of the Service. You will implement reasonable safety procedures and conduct regular testing and inspections of all Customer Systems. If you are an Integrator, you are responsible for ensuring that each Owner complies with this Section 3.6. Without limiting any other provision of this Agreement, you acknowledge and agree that: (a) you are solely responsible for obtaining, installing, configuring and otherwise maintaining the Hardware and Robots; (b) certain features and functionalities relating to the Service may only be accessible if the Hardware and Robots maintain a stable connection to the Internet; and (c) you are solely responsible for obtaining, maintaining, storing, safeguarding, and operating the Hardware and Robots and ensuring they are compatible with the Service. We are not responsible or liable to you, an Owner, or Users for the improper functioning of Hardware or Robots or interruptions to your access to such features and functionality, in each case, that are due to a failure of Internet connectivity or that otherwise arise from systems, networks, information technology, AI agents, or other infrastructure or service used by you, an Owner, or any Users in connection with the Service. We are not responsible for any damage or harm to, or any loss of, any Hardware or Robots that you elect to use in connection with the Service.

3.7. Use of Data. You grant us the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide, enhance, or improve the Service; (b) derive or generate Usage Data; (c) create and compile Aggregated Data; and (d) as otherwise required by Laws or as agreed to in writing between the parties. We may process Usage Data and Aggregated Data for internal business purposes

to: (a) track use of the Service for billing purposes; (b) provide support for the Service; (c) monitor the performance and stability of the Service; (d) prevent or address technical issues with the Service; (e) to improve the Service, its other products and services, and to develop new products and services; and (f) for all other lawful business practices, such as analytics, benchmarking, and reports. You will not interfere with the collection of Usage Data.

3.8. Data Security. We will implement and maintain, for as long as we have access to Customer Data, commercially reasonable security measures designed to protect Customer Data from unauthorized access, use, or disclosure.

3.9. Customer Obligations. You are responsible for your Customer Data, including its content and accuracy, and will comply with Laws when using the Service. You represent and warrant that you have made all disclosures, provided all notices, and have obtained all rights, consents, and permissions necessary for us to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process the Customer Data, including any Customer Data collected through any and all Hardware or Robots that you elect to connect to the Service, as set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to the Customer Data.

3.10. Suspension. We may immediately suspend your and your Users' access to the Service if: (a) you or your User breaches Section 3.4 (Restrictions) or Section 3.9 (Customer Obligations); (b) Customer's Account is 30 days or more overdue; (c) changes to Laws or new Laws require that we suspend the Service or otherwise may impose additional liability on us; or (d) you or your User's actions risk harm to any of our other customers or the security, availability, or integrity of the Service. Where practicable, we will use reasonable efforts to provide you with prior notice of the suspension. If the issue that led to the suspension is resolved, we will use reasonable efforts to restore your access to the Service.

3.11. Modifications to the Service. We may modify or discontinue all or any part of the Service at any time (including by limiting or discontinuing certain features or functionality of the Service), temporarily or permanently, without notifying you (except that we will use commercially reasonable efforts to provide you with 30 days' prior notice in the event of any deprecation of any material feature or functionality of the Service). We will have no liability for any change or modification to the Service or any suspension or termination of access to or use of the Service as a result of any change or modification. Notwithstanding the foregoing, any such change or modification will only apply on a going-forward basis with respect to any Order entered into or renewed after our implementation thereof.

3.12. Third-Party Platforms. Use of Third-Party Platforms are subject to your agreements with the relevant provider and not this Agreement. We do not control and have no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Service or how the Third-Party Platforms or their providers use Customer Data. Large language models provided by third parties may be used in order to provide certain features of the Service, including certain features of the Service that provide recommendations regarding the performance or operation of the Robots ("**AI Features**"). You acknowledge and agree that we are not responsible for any output, content, or other materials generated or produced by such large language models. By using the Service, you hereby grant a license to us to transfer, transmit, distribute, or otherwise make available Customer Data to such large language models and, as applicable, the providers of such large language models. By enabling a Third-Party Platform to interact with the Service, you authorize us to access and exchange Customer Data with such Third-Party Platform on your behalf or that of an Owner.

4. Commercial Terms.

4.1. Fees. Fees for the Services will be identified by us at the time that you order or sign up for the Service (“**Fees**”). Before paying any fees, you will have an opportunity to review and accept the Fees that you will be charged. Unless we have specified otherwise, all Fees will be paid in US dollars. Any payment of Fees not made within 30 days from the date of the invoice will be considered a late payment. Your Account will be charged a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less and you will also be responsible for Fees or charges that are incidental to any chargeback or collection of any unpaid amount including any collection Fees. All Fees and other expenses are non-refundable. You are responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to your orders, whether domestic or foreign, other than our income tax (“**Taxes**”). Fees are exclusive of all Taxes.

4.2. Authorization. You authorize us to charge all sums for the Orders that you make and any level of Service you select as described in this Agreement or published by us, including all applicable Taxes, to the payment method specified in your Account. If you pay any Fees with a credit card, then we may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. If your payment method is no longer valid at the time a renewal Fee is due, then we reserve the right to delete your Account and any information or Customer Data associated with your Account without liability.

4.3. Pricing. We reserve the right to determine pricing for the Service. We will use reasonable efforts to keep pricing information with respect to the Service that is published and available at our website up to date, and we encourage you to check it regularly for current pricing information. Unless we and you otherwise agree in an Order executed by the parties, we may change the Fees for the Service (including any feature or functionality of the Service) and we will notify you of any such changes before they apply. We may make promotional offers with different features and different pricing to any other customers. These promotional offers, unless made to you, will not apply to you or this Agreement.

4.4. Renewal Fees. Fees for Renewal Term are at our then-current Fees at the time of such renewal regardless of any discounted pricing in a prior subscription or promotional offers previously extended to you.

5. Limited Warranty; Disclaimer.

5.1. Limited Warranty. Olis warrants to Customer that the Service will perform materially as described in the Documentation during the Term (“**Limited Warranty**”).

5.2. Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 5.1, THE SERVICE IS PROVIDED “AS IS”. OLIS, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. OLIS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, INCLUDING AI FEATURES, OR THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, INCLUDING ANY OWNER, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF CUSTOMER’S, OWNER’S, OR ANY THIRD PARTY’S ROBOTS, HARDWARE, SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE. OLIS IS NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER’S OR ANY OWNER’S PRODUCTS, FACILITIES, ROBOTS, OR HARDWARE CAUSED BY THE SERVICE. WE DO NOT WARRANT THAT CUSTOMER’S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT OLIS WILL REVIEW RECOMMENDATIONS AND OTHER OUTPUT GENERATED BY THE AI FEATURES OR CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. CUSTOMER AGREES THAT CUSTOMER USES AND RELIES ON THE RECOMMENDATIONS AND OTHER OUTPUT GENERATED BY THE AI FEATURES AT ITS

OWN RISK. OLIS IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OLIS'S CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE PERFORMANCE TO THE SHORTEST LEGALLY PERMITTED PERIOD.

5.3. Warranty Remedy. If we breach the Limited Warranty during the Term and you make a reasonably detailed warranty claim in the manner required by us within 30 days of discovering a breach of the Limited Warranty for the Service, then we will use reasonable efforts to correct the non-conformity. If we cannot do so within 30 days of receipt of your warranty claim, either party may terminate the affected Order as it relates to the Service. We will then refund to you any pre-paid, unused Fees for the terminated portion of the applicable Term. This Section 5.3 sets forth your exclusive remedy and our entire liability for breach of the Limited Warranty. This warranty does not apply to: (a) issues caused by you or your User's misuse of or unauthorized modifications to the Service; (b) issues in or caused by Third-Party Platforms or other third-party systems; (c) use of the Service other than according to the Documentation; or (d) Trials and Betas or other free or evaluation use.

6. Term and Termination.

6.1. Term. The term of this Agreement commences on the Effective Date, will continue for an initial term equal to the duration of the subscription purchased by Customer upon sign up (the "**Initial Term**"), and will thereafter automatically renew for successive periods of equal length to the Initial Term (each, a "**Renewal Term**"), unless earlier terminated as expressly set forth in this Agreement (collectively, the "**Term**"). Either party may terminate this Agreement by providing written notice to the other party 30 days prior to the date of any such automatic renewal.

6.2. Termination. Either party may terminate this Agreement (including any Order) if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay Fees) within 30 days after notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. If you violate any provision of this Agreement, then your authorization to access the Service and this Agreement automatically terminate. In addition, we may, in our sole discretion, terminate this Agreement or your Account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination.

6.3. Effect of Termination. Upon expiration or termination of this Agreement (including any Order): (a) your access to and our obligations to provide the Service will cease; (b) you will remove and uninstall the App from any Hardware; (c) you will pay to us any fees or other amounts that have accrued prior to the effective date of the termination; and (d) any and all liabilities accrued prior to the effective date of the termination will survive. During the Term and for the 30 day period immediately following the date of expiration or earlier termination of the Term, you may export data or information that you (including your Users) submits to the Service, including from Third-Party Platforms, from the Service, using the export features described in the applicable Documentation. After that 30 day period, we will be under no obligation to store or retain the applicable Customer Data and may delete the applicable Customer Data at any time in its sole discretion. Customer Data and other Confidential Information, as defined in Section 10, may be retained in our standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement's confidentiality restrictions.

6.4. Survival. These Sections survive expiration or termination of this Agreement: 3.4 (Restrictions), 3.9 (Usage Data; Aggregated Data), 3.10 (Customer Obligations), 4.1 (Fees), 4.2 (Authorization), 5.2

(Disclaimer), 6.3 (Effect of Termination), 6.4 (Survival), 7 (Ownership), 8 (Limitations of Liability), 9 (Indemnification), 10 (Confidentiality), 13.1 (General Provisions), 13.2 (Governing Law), 13.3 (Additional Terms), 13.7 (Notice regarding Apple), and 14 (Definitions). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

7. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between the parties, you retain all intellectual property rights and other rights in Customer Data. Except for your use rights in this Agreement, we and our licensors retain all intellectual property rights and other rights in the Service, Software, Documentation, Usage Data, and our technology, templates, formats, and dashboards, including any modifications or improvements to these items made by us. If you provide us with feedback or suggestions regarding the Service or its other offerings, we may use the feedback or suggestions without restriction or obligation.

8. Limitations of Liability. Except for breaches of Sections 3.1 (Permitted Use), 3.4 (Restrictions) and 10 (Confidentiality), neither party or their respective suppliers or licensors will have liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance. Except for breaches of Sections 3.1 (Permitted Use), 3.4 (Restrictions) and 10 (Confidentiality) and liability arising out of Section 9 (Indemnification), neither party or their respective suppliers or licensors will have liability arising out of or related to this Agreement will exceed in aggregate the amounts paid or payable by you to us for the Service pursuant to this Agreement during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement. The waivers and limitations in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

9. Indemnification. You will defend us from and against any third-party claim to the extent resulting from: (a) Customer Data; (b) your use of the Service, including any Hardware or Robots that you operate in connection with the Service; or (c) your dispute with any third-party, including, any Owner or their employees or contractors. You will indemnify us against: (a) all damages, costs, and attorneys' fees finally awarded against us in any proceeding under this Section 9; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by us in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without your consent after you have accepted defense of such claim); and (c) if any proceeding arising under this Section 9 is settled, you will pay any amounts to any third party agreed to by you in settlement of any such claims.

10. Confidentiality.

10.1. Definition. "Confidential Information" means information disclosed to the receiving party ("**Recipient**") under this Agreement that is marked by the disclosing party ("**Discloser**") as proprietary or confidential or, if disclosed orally, is designated as proprietary or confidential at the time of disclosure. Our Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service. Confidential Information does not include Customer Data, which is addressed in Section 3 of this Agreement.

10.2. Obligations. As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where we are the the Recipient,

we may retain your Confidential Information to the extent required to continue to provide the Service. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 10 and they are bound to confidentiality obligations no less protective than this Section 10.

10.3. Exclusions. These confidentiality obligations do not apply to information that Recipient can document: (a) is or becomes public knowledge through no fault of the receiving party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using Confidential Information.

10.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 10.

10.5. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

11. Trials and Betas. If you or your Users receive access to or use of the Service on a free or trial basis or as an alpha, beta, or early access offering (“**Trials and Betas**”), such access to or use is permitted only for your internal evaluation and testing purposes during the period designated by us (not to exceed thirty 30 days unless otherwise agreed upon by the parties in writing). These Trials and Betas will be considered part of the Service and, subject to the remainder of this Section 11, all provisions of this Agreement relating to the Service will apply to these Trials and Betas. Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that we may never release, and their features and performance information are deemed to be our Confidential Information. We may suspend you and your Users’ access to the Trials and Betas at any time. You and your Users’ use of Trials and Betas is at your own risk. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OLIS PROVIDES NO WARRANTY, INDEMNITY, OR SUPPORT FOR TRIALS AND BETAS, AND OUR LIABILITY FOR TRIALS AND BETAS WILL NOT EXCEED \$50 US.**

12. Modifications. We may modify this Agreement from time to time with notice to you. Modifications take effect at your next Term or Order unless we indicate an earlier effective date. If we require modifications with an earlier effective date and you object, your exclusive remedy is to terminate this Agreement with notice to us, in which case we will provide you a refund of any pre-paid Fees for the terminated portion of the current Term. To exercise this termination right, you must notify us of its objections within 30 days after our notice of the modified Agreement. Once the modified Agreement takes effect your continued use of the Service constitutes its acceptance of the modifications. We may require you to click to accept the modified Agreement.

13. Miscellaneous.

13.1. General Provisions. This Agreement, and any other agreements expressly incorporated by reference into this Agreement, are the entire and exclusive understanding and agreement between you and Olis regarding your use of the Service. You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement and all rights granted under this Agreement, including

with respect to your Customer Data, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in this Agreement is for convenience only and will not have any impact on the interpretation of any provision. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) due to events beyond its reasonable control, such as a strike, pandemic, epidemic, health emergency, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster. Throughout this Agreement the use of the word “including” means “including but not limited to.” If any part of this Agreement is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

13.2. Governing Law. This Agreement is governed by the laws of the State of Washington and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in Seattle, Washington and both parties submit to the personal jurisdiction of those courts.

13.3. Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (“**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, this Agreement.

13.4. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

13.5. Contact Information. The Service is offered by Olis Inc., located at 240 Second Avenue South, Suite 201-B, Seattle, WA 98104. You may contact us by sending correspondence to that address or by emailing us at support@olisrobotics.com.

13.6. Notice to California Residents. If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

13.7. Notice Regarding Apple. This Section 13.7 (Notice Regarding Apple) only applies to the extent you are using our App on an iOS device. You acknowledge that this Agreement is between you and Olis only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the App to Customer. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third-party

terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement.

13.8. U.S. Government Restrictions. You hereby represent and warrant that: (i) you and your Users are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you and your Users are not listed on any U.S. Government list of prohibited or restricted parties.

14. Definitions.

"Aggregated Data" means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

"App" means Olis's proprietary Software installed on Hardware or other supported devices as described in the Documentation through which Users can access and use the Service.

"Customer Data" means any data, text, images, video, information, or other materials that: (a) Customer (including its users) submits to the Service, including from Third-Party Platforms, or is otherwise provided by or on behalf of Customer to Olis in connection with the Service, including through Hardware or Robots that Customer connects with the Service; and (b) is processed by Olis to provide the Service to Customer.

"Customer Systems" means all Hardware, Robots, Third-Party Platform, supported devices, software, other technology, Internet connectivity, and infrastructure used by Customer to access and use the Service.

"Documentation" means the then-current version of Olis's usage guidelines and standard technical documentation for the Service that Olis makes generally available to its customers using the Service.

"Effective Date" means the date an Order is processed for the Service indicating acceptance of this Agreement and the start of the applicable Term.

"High Risk Activities" means activities where use or failure of the Service could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

"Laws" means all applicable relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications, and export of data, including Customer Personal Data and Customer Personal Information.

"Order" means an order that is executed by Customer or the parties or a process Customer completes through the online order flow Olis provides, each of which references this Agreement.

"Prohibited Data" means any: (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (c) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards; (d) other information subject to regulation or protection under specific Laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or

regulations); (e) social security numbers, driver's license numbers, or other government ID numbers; or (f) any data similar to the above protected Laws.

"Software" means any software, scripts, or other code required by Olis to operate the Service, including the App.

"Third-Party Platform" means any third-party platform, add-on, service, or product not provided by Olis that Customer elects to integrate or enable for use with the Service, including any large language models for AI Features.

"Usage Data" means information generated from the use of the Service, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Service, but excluding any identifiable Customer Data. **"Usage Data"** includes any learnings, data, or information obtained from the Robots that Customer interconnects with the Service.

"User" means any authorized end user of the Service, including any employee or contractor of Integrator or Customer authorized by you to use the Service.

[end]