SERVICES AGREEMENT
(WonderBotz LLC – Governing Terms)

This Services Agreement (the "**Agreement**") governs all subscriptions, professional services, software, and related orders placed by a client ("**Company**") with WonderBotz LLC, a Delaware limited liability company having a place of business located at 821 Alexander Road, Suite 206, Princeton, NJ 08540-6352, and its Affiliates ("**WonderBotz**"), whenever no separately executed master servicess agreement is in place.

Services may be provided by WonderBotz LLC (United States) or WonderBotz India Private Limited (India), as identified in the applicable order, purchase order, subscription schedule, or statement of work (each, an "**Order**"). For each Order, "WonderBotz" means the WonderBotz entity identified as the service provider in the applicable Order. Where any provision of this Agreement specifies different terms based on the service provider, the terms applicable to the WonderBotz entity identified in the applicable Order shall apply.

By executing or otherwise accepting this Agreement or any Order (including any purchase order, subscription schedule, or statement of work) that references these terms, whether issued by WonderBotz LLC in the United States, WonderBotz India Private Limited in India, or by any WonderBotz Affiliate, the Company accepts and agrees to be bound by this Agreement. Any terms not defined in this Agreement shall have the meaning from the order. WonderBotz and Company are referred to individually as a "**Party**" and collectively as the "**Parties.**"

If the Parties have entered into a separate master services agreement or other written agreement governing the Services ("Master Agreement"), the terms of such Master Agreement shall control in the event of any conflict with this Agreement. This Agreement shall apply only to the extent not inconsistent with the Master Agreement.

This Agreement is comprised of three Annexes: (1) General Terms and Conditions, which apply to all statements of work and subscriptions (each an "**Order**"); (2) the Subscription Framework applicable to all Subscription orders (each a "**Subscription**"); and (3) the Professional Services Framework, including standard assumptions, applicable to professional services statement of work (each an "**SOW**"). These are incorporated by reference:

NO.	ANNEX	SCOPE
1	Terms and Conditions	Defines core commercial terms including definitions, term, fees, invoicing, independent contractor status, intellectual property, warranties, indemnities, limitations of liability, insurance, termination, confidentiality, data protection, dispute resolution, and assignment.
2	Subscription Framework	Establishes the framework for subscription services (SaaS, IaaS, PaaS), license rights, usage restrictions, hosting and audit rights, subscription fees, delivery, acceptance, renewals, termination, and ownership.

©2026 WonderBotz® LLC. All rights reserved.

NO.	ANNEX	SCOPE
3	ProServ Framework	Governs professional services delivered under statements of work, including project management, change control, deliverables, acceptance, responsibilities of both parties, resourcing, and assumptions.

This Agreement, together with its incorporated Annexes and Exhibits, constitutes the entire understanding between WonderBotz and the Company with respect to the subject matter herein, and supersedes all prior or contemporaneous agreements, proposals, or communications, whether written or oral, related to such subject matter.

No amendment or modification shall be effective unless published by WonderBotz in updated online terms or expressly agreed to in writing by WonderBotz.

The Effective Date of this Agreement shall be the date of the first Order referencing these terms.

©2026 WonderBotz® LLC. All rights reserved.

Annex 1 - Terms and Conditions

This Annex 1 applies to all Orders under the Agreement, regardless of type, and supplements the provisions of the other Annexes.

1. Definitions

In this Agreement, unless the context or meaning otherwise requires: (i) terms defined in the description of Parties and recitals of this Agreement shall have the same meanings throughout this Agreement; and (ii) all capitalized words and expressions defined by inclusion in quotation and/or parenthesis anywhere in this Agreement, have the same meanings as ascribed to such words and expressions. "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, where 'control' means the ownership of more than fifty percent (50%) of the voting securities, equity interest, or other ownership interest; the right to vote for or appoint a majority of the board of directors or equivalent governing body; or the contractual or other authority to direct the management and policies of such entity.

2. Services

"**Services**" as used in this Agreement shall mean WonderBotz services as described in the professional services order ("**SOW**") or subscription order ("**Subscription**") agreed upon in writing by the Company (when applicable to both, referred to as an "**Order**"), which by this reference shall be incorporated herein. For the Term, such Services are offered for sale by WonderBotz and may be purchased by the Company by and subject to the terms and conditions of this Agreement.

3. Term

This Agreement will be binding on both Parties from the Effective Date and will continue for twelve (12) months thereafter (the "Initial Term"), unless earlier terminated as set forth herein. After the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term") unless earlier terminated as set forth herein. The Initial Term and all Renewal Terms together are the "Term." Provided, however, if no Orders have been in effect at any time during the prior thirty-six (36) months, the automatic renewal provisions of this section shall cease, and the Agreement shall expire at the end of the then-current Term. Orders placed thereafter may reactivate the Agreement by mutual consent of the Parties.

4. Fees

For the performance of Services under the terms of this Agreement, the Company shall pay WonderBotz the fee described in the Order ("**Fees**"). Fees are exclusive of all taxes, duties, levies, or similar governmental assessments, including value added tax (VAT), goods and services tax (GST), sales tax, use tax, or withholding taxes, imposed by any jurisdiction. The Company shall be responsible for payment of all such taxes, except for taxes based on WonderBotz's net income. Taxes shall be invoiced in accordance with applicable law. The Company shall be solely responsible for any such taxes that are validly levied.

©2026 WonderBotz® LLC. All rights reserved.

5. Reimbursable Expenses

Company shall reimburse WonderBotz for its reasonable and customary out-of-pocket expenses incurred in the performance of Services (such as but not limited to hotels, airfare, taxi, car rentals, train, parking, tolls, mileage, reprographics) following submission of appropriate documentation thereof, in reasonable detail, provided that WonderBotz shall have received Company's prior written approval through email from Company's designated representative or that the expenses were approved in the Order.

6. Invoicing and Payment Terms

Unless otherwise specified in an Order, invoices for Services, applicable taxes, and approved Reimbursable Expenses shall be sent to the Company's designated contacts. The Parties may update invoicing contacts with written notice. Reimbursable expenses may be included in subsequent invoices. Any invoice-related questions must be directed to invoices@wonderbotz.com, with a copy to the designated WonderBotz Project Manager. The Company must notify WonderBotz in writing of any disputed invoice amounts within ten (10) business days of receipt, specifying the nature of the dispute. WonderBotz will review such disputes in good faith. Undisputed amounts are payable within thirty (30) days of the invoice date. For annual Subscriptions, the Parties agree to a yearly reconciliation to align with the applicable Order. Late payments will accrue interest at 18% per annum or the maximum rate permitted by law, whichever is lower.

7. Independent Contractor

WonderBotz will provide Services as an independent contractor. WonderBotz's employees will not be considered employees of the Company within the meaning or application of any national, provincial, state, or local laws or regulations, including, without limitation, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, taxes of any kind, or otherwise, for purposes of Company's employee fringe benefit programs. WonderBotz personnel who perform Services shall be under the ultimate control, management, and supervision of WonderBotz. WonderBotz shall have sole responsibility for paying all withholding and other taxes and amounts due under applicable law or regulation, as well as all payments due for salaries, other compensation, and all employee benefits. Nothing herein shall imply a joint venture, partnership, or principal-agent relationship between WonderBotz and Company. Neither Party shall have the right, power, or authority to obligate or bind the other in any manner except as otherwise agreed to in writing.

8. Intellectual Property

A. Definition. "Intellectual Property" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, database protection, or other intellectual property laws, and all similar or equivalent rights or forms of protection in any part of the world, including but not limited to (i) inventions, discoveries, and letters patent (including reissues and continuations), (ii) copyrights, (iii) designs and industrial designs, (iv) trademarks, service marks, trade dress, and similar rights, and (v) other proprietary rights recognized as assignable under applicable law. For the avoidance of doubt, "**Intellectual Property**" shall not include either Party's know-how, trade secrets, or confidential information.

©2026 WonderBotz® LLC. All rights reserved.

B. Company Data. Company data, including but not limited to customers, pricing, product profiles, transactions, contacts, usage, and sales information ("Company Data") created throughout Services, are the sole property of the Company. Company grants to WonderBotz (and its subcontractors), during the term of each Order, a non-exclusive, fully paid, royalty-free, worldwide, non-transferable, limited license to use Company's Data and Pre-Existing Intellectual Property (and shall obtain the same license/consent as required from any third-party), solely for the purpose of providing the Services. Company confirms it has the necessary rights for WonderBotz to use any Company IP or Data provided by the Company in connection with the Services. No ownership of Company Data transfers to WonderBotz.

C. No transfer. Nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party.

D. Pre-existing and separate assets. Each Party will retain an exclusive interest in and ownership of its Intellectual Property developed before this Agreement or outside its scope, including any modifications to or derivatives of such Intellectual Property.

E. Work Products. Unless otherwise agreed in the relevant SOW, Deliverables, materials, reports, work products, and advice ("Work Products") created by WonderBotz, its related entities, employees, agents, or subcontractors, excluding any (1) WonderBotz Intellectual Property, (2) Preconfigured Tools (defined below), and (3) Company Data, are, from the moment of their creation, the sole property of WonderBotz. The Company will cooperate in confirming WonderBotz's ownership of Work Products and related intellectual property rights.

F. Preconfigured. In performing the Services, WonderBotz will utilize existing, improve existing, and newly created code-based and written materials that act as templates and tools used by WonderBotz in performing the Services ("**Preconfigured Tools**"). The Preconfigured Tools do not reflect the Company's specific business processes, whether in written material or software code. The Parties understand that using Preconfigured from other engagements allows WonderBotz to perform the Services efficiently and that WonderBotz has expressly set its fees based upon its ability to use and provide Preconfigured Tools developed in the performance of this Agreement during later engagements for other Companies. Accordingly, notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge that Preconfigured Tools utilized, developed, or created under this Agreement are excluded from Work Product and are the sole and exclusive property of WonderBotz.

G. Grant of License. Unless otherwise agreed in the applicable SOW, upon payment of all amounts due under this Agreement, the Company and its Affiliates are granted a royalty-free, worldwide, perpetual, non-exclusive, non-transferable license to use, copy, and modify the Work Products, and to create derivative works from them, solely for their internal business purposes. This license excludes any right to resell, lease, sublicense, distribute, or otherwise provide Work Products to third parties. WonderBotz's methodologies, frameworks, Preconfigured Tools, trade secrets, or know-how remain WonderBotz's property; however, to the extent such elements are embedded in the Work Products, they are licensed to the Company solely for internal use of the Work Products and any derivative works permitted herein and not on standalone basis.

H. Survival. For clarity, the foregoing license to Work Products and any derivative works created therefrom shall be perpetual and irrevocable with respect to Work Products already delivered and paid for by the Company, and shall survive expiration or termination of the Agreement or any Order, provided the termination is not for the Company's material uncured breach.

©2026 WonderBotz® LLC. All rights reserved.

I. Assignment. The Company may assign this license in connection with a merger, acquisition, divestiture, or corporate reorganization without WonderBotz's consent, provided that the assignee is not a direct competitor of WonderBotz. The Company shall remain responsible for the assignee's compliance with the terms of this Agreement.

J. Feedback. WonderBotz shall have a fully paid-up, irrevocable, perpetual, worldwide, nonexclusive license, with the right to grant sublicenses, to use any non-confidential suggestions, enhancement requests, recommendations, or other feedback it receives from the Company with respect to the Services.

9. Non-solicitation

The Parties agree during the term of this Agreement, and for twelve (12) months after termination of this Agreement, neither will solicit for hire, hire, or advise or assist others with the opportunity to do the same, any current employee or any former employee whose employment with the concerned Party is terminated within one (1) year of solicitation or hire and who had contact with the soliciting Party under this Agreement, without the prior written consent of the other Party, provided that the preceding shall not apply to (i) any general solicitation not explicitly targeting the Party, (ii) the efforts of search or recruiting agencies engaged by a Party and not directed to target the other Party specifically, and (iii) any employee who contacts the Party independently without any solicitation.

10. Warranties

A. Warranty of Performance. During the Term of this Agreement, WonderBotz warrants that Services shall be performed in good faith and with due professional care, in conformance with applicable professional industry standards, and the documentation, specifications, and instructions described in the appropriate Order. In the event of any breach of this warranty, the Company's sole remedy shall be to require WonderBotz to re-perform the relevant Services.

B. Warranty of Resourcing. During the Term of this Agreement, WonderBotz warrants that (i) resources utilized by WonderBotz have the knowledge, education, training, skills, and experience in the subject matter they are engaged to address or the tasks they are assigned, including certification where required by third-party licensors, to perform the tasks assigned to them, (ii) WonderBotz's employees performing Services under this Agreement are legally authorized to perform the work, and (iii) it has fully complied with applicable labor laws.

C. Warranty of Data Protection. During the Term of this Agreement, WonderBotz warrants that it shall implement and provide industry-standard data security protocols, procedures, and measures to prevent, to the extent possible, intrusion by hackers and other unauthorized persons in the WonderBotz computing environment or system or the Company's computing environment or system. WonderBotz shall comply with its security policies and procedures and the system security and environment requirements described in the Orders and this Agreement. The Company shall not circumvent or turn off any security, technological features, or similar measures of any or all Services.

D. Warranty of Compliance with Applicable Laws. The Company shall not access or use the Services for any purpose that may be deemed to be a violation of any law, regulation, or rights of any person, including but not limited to intellectual property rights and rights of privacy or any other obligations that the Company may be subject to under contract or at law.

©2026 WonderBotz® LLC. All rights reserved.

E. Warranty of Management. The Company warrants and represents that it is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services, and for determining whether the Services are appropriate for the Company's purposes.

F. Warranty of Non-infringement. WonderBotz warrants that the Services and any Work Product or other materials provided by WonderBotz under this Agreement, when used in accordance with this Agreement, do not infringe any third-party intellectual property rights. The Company warrants that (i) any Company Data, specifications, instructions, or materials provided by the Company do not infringe any third-party intellectual property rights, and (ii) it has obtained and maintains all permits, rights, consents, and licenses necessary for WonderBotz to access and use any Company-provided property, tools, materials, technology, third-party software, and systems in performing the Services. If the Services or any Work Product provided by WonderBotz are alleged or determined to infringe any third-party intellectual property rights, WonderBotz shall, at its option and expense, (a) procure the right for the Company to continue using the infringing Services or Work Product, (b) modify or replace the Services or Work Product so that they are non-infringing while providing substantially equivalent functionality, or (c) if neither (a) nor (b) is commercially reasonable, terminate the affected Order and refund to the Company the fees paid for the infringing Services or Work Product for the unused portion of the applicable term. This Section states the Company's sole and exclusive remedy, and WonderBotz's entire liability, with respect to any claim of intellectual property infringement arising from the Services or Work Product.

G. Warranty of Information. Company warrants and represents that it is responsible for providing to WonderBotz all such information as the Company believes is necessary in connection with the performance of the Services hereunder ("**Information**"). The Company recognizes and confirms that WonderBotz (i) will be entitled to use and rely only on the Information in performing the Services contemplated herein; (ii) will not assume responsibility for the accuracy or completeness of the Information; and (iii) will not be responsible or liable to verify the accuracy or completeness of the Information.

H. Exclusions. WonderBotz shall not be responsible for any indemnity or claimed breach of the preceding warranties to the extent caused by any of the following: (i) Modifications to any Work Product made by any party other than WonderBotz or its subcontractors acting under its direction; (ii) Use or combination of the Work Product with third-party systems, software, or hardware not supplied by WonderBotz; (iii) The Company's failure to use updated or corrected versions made available by WonderBotz; (iv) The Company's failure to follow documented instructions from WonderBotz regarding the use or operation of the Work Product; (v) Bugs, limitations, or failures in third-party or Company-owned software, firmware, or infrastructure; (vi) WonderBotz's adherence to Company's specification or instructions. For avoidance of doubt, the warranties set forth in this Agreement do not apply to third-party software, platforms, or technologies provided by third-party licensors. WonderBotz's warranties apply solely to the Services it performs, including its configuration, integration, and operational management activities, and do not extend to the performance, availability, or functionality of any Third-Party Software.

I. DISCLAIMER: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL THEIR DEFECTS. WONDERBOTZ DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF ANY DATA CREATED OR ACCESSIBLE THROUGH THE SERVICES OR DELIVERABLES.

11. Indemnification and Hold Harmless

©2026 WonderBotz® LLC. All rights reserved.

A. WonderBotz. WonderBotz, at its expense, shall indemnify, and defend the Company, as well as its partners, members, directors, officers, employees, agents, affiliates, designees, and assigns (collectively, "**Indemnitees**"), from and against any third-party claims, causes of action, or proceedings, and the resulting direct damages, losses, costs, and expenses, to the extent arising out of or in connection with: (i) the death or bodily injury of any person to the extent caused by the acts or omissions of WonderBotz or its personnel; or (ii) any third-party claim, excluding Indemnitees, alleging that the Services, Work Product, or other materials provided by WonderBotz under this Agreement infringe such third party's intellectual property rights.

B. Company. The Company, at its expense, shall indemnify, defend, and hold harmless WonderBotz and its Indemnitees from and against any third-party claims, causes of action, or proceedings, and the resulting direct damages, losses, costs, and liabilities, to the extent arising out of or in connection with any of the following: (i) the death or bodily injury of any person to the extent caused by the acts or omissions of the Company or its personnel, or (ii) any third-party claim, excluding Indemnitees, alleging that any Company Data, specifications, instructions, or materials provided by the Company infringe such third party's intellectual property rights, or arising out of the Company's failure to obtain or maintain any permits, rights, consents, or licenses required under the Warranty of Non-infringement.

C. Exclusions. The preceding indemnifications shall not apply to the extent that the applicable claim resulted from the acts or omissions of the Indemnified Party.

D. Procedure. In the event of any claim in respect of which a Party (the "**Indemnified Party**") intends to claim indemnification under this Section 11 by the other Party (the "**Indemnifying Party**") will: (a) promptly notify the Indemnifying Party, in writing, of the claim, suit or proceeding, provided that any failure to so notify the Indemnifying Party shall not affect the indemnification obligations hereunder unless such failure prejudices the Indemnifying Party's ability to defend such claim; (b) grant the Indemnifying Party the authority and control of the defense or settlement of such claim with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed) unless such settlement (i) includes an unconditional release of the Indemnified Party from liability in any way related to or arising out of such claim and (ii) does not impose any actual or potential liability upon, or contain any factual or legal admission by or with respect to, the Indemnified Party; and (c) provide the Indemnifying Party with reasonable information and assistance, at the Indemnifying Party's expense, to defend or settle such claim. The Indemnified Party reserves the right to retain counsel, at its own expense, to participate in the defense and settlement of such a claim. Any indemnification obligation under this Section 11 shall be limited to Losses to the extent finally awarded by a court of competent jurisdiction or agreed to in a written settlement approved by the Indemnifying Party.

12. Limitation of Liability

A. CONSEQUENTIAL DAMAGES. EACH PARTY (INCLUDING ITS RELATED ENTITIES, OFFICERS, DIRECTORS, CONSULTANTS, AND EMPLOYEES) SHALL NOT BE HELD LIABLE FOR (i) INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR (ii) LIABILITY FOR LOSS OF TRUST (IN ANY CONTEXT OF LIABILITY, WHETHER CONTRACTUAL EXTRACONTRACTUAL OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT, BUSINESS, OPPORTUNITY, INCOME, GOODS OR EQUIPMENT, TECHNOLOGY, RIGHTS OR SERVICES, OR DATA (WHETHER ARISING DIRECTLY OR INDIRECTLY), OR (iii) INTERRUPTION OR LOSS OF ACCESS TO SERVICES

©2026 WonderBotz® LLC. All rights reserved.

AND EQUIPMENT (COLLECTIVELY, "**COLLATERAL DAMAGES**"), FOR WHATEVER CAUSE, INCLUDING WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY, AND WHETHER THESE COLLATERAL DAMAGES ARE CAUSED BY THAT PARTY'S NEGLIGENCE OR INTENTIONAL FAULT, REGARDLESS OF THE FACT THAT PARTY MAY HAVE BEEN ADVISED OF THE PROBABILITY OF THESE DAMAGES.

B. LIMIT. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, WONDERBOTZ'S SOLE LIABILITY, INCLUDING ITS RELATED ENTITIES, OFFICERS, DIRECTORS, CONSULTANTS AND EMPLOYEES', TO THE OTHER PARTY RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY ORDER, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, SHALL BE LIMITED TO DIRECT DAMAGES, NOT TO EXCEED IN THE AGGREGATE THE TOTAL AMOUNTS PAID BY THE COMPANY FOR THE ORDER WHICH GAVE RISE TO THE FIRST CLAIM DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE FIRST CLAIM.

C. Survival. The limitations described in Section 12 shall survive termination and apply even if any other remedies fail to serve their essential purpose.

13. Insurance

A. Coverage. WonderBotz shall maintain and cause WonderBotz's subcontractors, if any, to maintain during the term of this Agreement Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence and $2,000,000 in the aggregate, and; Automobile liability insurance if the use of motor vehicles is required, with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence, and; Umbrella liability for $5,000,000 for each event and $5,000,000 in the aggregate, and; Professional and Cyber Liability insurance for $5,000,000 per occurrence and $5,000,000 in the aggregate, and Workers' Compensation insurance as prescribed by applicable state law.

B. Insurer. All such insurance shall be primary and non-contributory and required to respond and pay before any other insurance or self-insurance. WonderBotz shall furnish certificates or adequate proof of the preceding insurance at the Company's request. A.M. Best must rate insurance companies providing coverage under this Agreement with at least an "A" rating.

14. Termination

A. Termination for Convenience. Either Party may terminate this Agreement with respect to non-Subscription Services or an SOW, unless specified otherwise in it, at any time by providing sixty (60) days' prior written notice. For clarity, any Subscription Services are governed by the applicable Order or subscription terms, and termination rights set forth in this Section shall not apply to Subscriptions except as expressly stated in such Order.

B. Termination for Cause. Either Party may, by written notice, immediately terminate the Agreement or any Order for cause in any of the following circumstances:

1. A Party breaches an obligation hereunder and fails to remedy such breach within (thirty) 30 calendar days (or as specified in the Order) after written notice from the other Party or

©2026 WonderBotz® LLC. All rights reserved.

2. (a) either Party is adjudged insolvent or bankrupt; (b) proceedings are instituted by or against either Party seeking relief, reorganization, or arrangement under any laws relating to insolvency; (c) either Party makes an assignment for the benefit of creditors; (d) the appointment of a receiver, liquidator, or trustee of any of either Party property or assets; or (e) upon liquidation, dissolution, or winding up of either Party's business;
3. WonderBotz may, by written notice, terminate this Agreement or any Order for cause if the Company defaults in payment of the fee and such breach is not cured within (thirty) 30 days after receipt of written notice of the breach from WonderBotz.

C. Payments Upon Termination. WonderBotz shall be entitled to Reimbursable Expenses and Fees to the effective date of termination and for activities required and third-party charges incurred in terminating the Services, including but not limited, if applicable, to costs to assist in the transition of the Company to a new service provider and costs of unused software license fees.

D. Effect of Termination. Suppose this Agreement is terminated by either Party and any Orders written under this Agreement are outstanding. In that case, the terms and conditions of this Agreement shall continue to govern such Orders until the obligations are completed as contracted or the Parties otherwise agree in writing. Upon the effective termination date of an Order hereunder, WonderBotz shall immediately discontinue the terminated Services, except as necessary to protect and preserve data and materials in the possession or control of WonderBotz in which it has an interest.

E. Transition. Upon termination under or expiration of this Agreement for any reason other than the Company's material uncured breach, and at the Company's expense, WonderBotz shall provide reasonable transition support services for a period of up to ninety (90) days to permit the Company to extract its data for continued internal use and reasonable transition-related assistance.

F. Survival of Obligations. The obligations of the Parties under this Agreement, which would reasonably continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiry.

15. Confidentiality; Non-disclosure

A. Definition. As used herein, "**Proprietary Information**" shall mean any proprietary business information, trade secrets, software, source code, object code, formulas, specifications, process knowledge, financial information, customer lists, and any other technical, databases, engineering, operational, or economic knowledge, information, or data received by either Party from the other, either orally, in writing, in the form of drawings, documentation, or by observations, whether obtained before or after the date of this Agreement.

B. Confidentiality and Use

1. Each Party shall treat as confidential all Proprietary Information received from the other Party or accessed in connection with this Agreement and shall not, at any time, use or disclose such Proprietary Information except as necessary to perform its obligations under this Agreement or as expressly permitted in writing by the disclosing Party.
2. Each Party may disclose Proprietary Information solely to its employees, officers, agents, contractors, and advisors who have a legitimate need to know such information for purposes of this Agreement and who are bound by confidentiality obligations no less protective than

©2026 WonderBotz® LLC. All rights reserved.

those set forth herein. Each Party shall be responsible for any breach of this Section by its representatives.

C. Exclusions. Proprietary Information does not include information:

1. a Party can demonstrate that it was in its possession before the date of receipt from the disclosing Party, provided such knowledge is corroborated by written evidence.
2. which, at the time of or after receipt from the disclosing Party, is published or becomes otherwise available to the general public as part of the public domain through no act or failure to act on the part of the recipient and without breach of this Agreement.
3. the recipient can demonstrate came into that Party's possession from a third Party having a bona fide right to make such information available without restriction.
4. that is orally disclosed unless identified as confidential in a written communication transmitted to the recipient within thirty (30) days following such oral disclosure, provided, however, that failure to identify any information as confidential shall not prevent it from being Proprietary Information if it is manifestly considered confidential by the disclosing Party and if failure to disclose it was by oversight;
5. that the recipient independently develops without the benefit of the disclosure made under this Agreement.
6. approved in writing for release by the disclosing Party.
7. required by a judicial or administrative process to be disclosed.
8. which a Party, in the opinion of its counsel, is required by law to disclose.

D. Duty to Safeguard Against Disclosure. Each Party shall take reasonable precautions to prevent accidental or inadvertent disclosure of Proprietary Information received from the other. In this regard, each Party shall take all reasonable steps, including instituting internal secrecy procedures, to maintain the confidentiality of the Proprietary Information and, as a minimum, exercise the same degree of care for Proprietary Information received under this Agreement as it usually takes to safeguard its Proprietary Information of similar nature. In addition, each Party shall limit disclosure of Proprietary Information received under this Agreement to those employees, officers, agents, and consultants having a legitimate need to know. Such persons receiving or having access to such Proprietary Information shall be advised of the terms and conditions of this Agreement and be subject to comparable requirements, whether by Company policy or separate third-party agreements for non-employees. Each Party agrees to notify the other Party in writing of misuse or misappropriation of Proprietary Information. The receiving Party shall be responsible for the acts or omissions of such persons. Upon the receiving Party's discovery of any disclosure of or where it has reason to believe any breach of this Agreement, the receiving Party shall immediately, and in no event later than seven (7) days, notify the disclosing Party of such breach and shall act to prevent any further breach and/or take such actions as may be required by the disclosing Party.

E. Ownership and Return of Confidential Information. Unless otherwise subsequently agreed, all Proprietary Information shall remain the property of the Party that developed that Proprietary Information. At any time, before or after the termination of this Agreement, each Party agrees that, upon the written request of the disclosing Party, it will promptly deliver to the disclosing Party all written or machine-readable copies of items containing Proprietary Information that it received from the requesting Party and shall not retain any copies thereof or retain any copies of materials that it may have produced that incorporate Proprietary Information.

©2026 WonderBotz® LLC. All rights reserved.

16. Data Protection

To the extent Personal Data is processed in connection with this Agreement, the terms of Appendix 1.A (Data Processing Agreement) shall apply and, in the event of any conflict, shall govern. If the Parties have entered into a separate master services agreement that includes data protection terms, such terms shall control to the extent of any inconsistency.

17. Conflicts of Terms

In the event of any inconsistency or conflict between provisions within this Agreement or between this Agreement and any other related, separately executed agreement between the Parties, the terms shall be interpreted in accordance with the following order of precedence: (1) The applicable Order (e.g., Exhibit A) for that Order; (2) Annexes 2 and 3 to this Agreement; (3) Annex 1; (4) Any applicable Non-Disclosure Agreement between the Parties. Any deviation from this order of precedence must be expressly identified as such in the applicable Order and signed by both Parties. The Parties agree that no terms or conditions contained in, or referenced by, any Company-issued purchase order or similar document shall modify or override the terms of this Agreement, and any such terms are expressly rejected, regardless of whether WonderBotz has acknowledged or accepted such purchase order.

18. Law and Disputes

A. Governing Law. Any claim, controversy, or dispute arising under or related to this Agreement will be governed by and construed in accordance with: (i) the laws of the State of Delaware, where the Services are provided by WonderBotz USA; and (ii) the laws of Republic of India, where the Services are provided by WonderBotz India, excluding its conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

B. Informal Dispute Resolution. At the written request of either Party, each Party will appoint a senior management representative who does not substantially devote their time to performance under this Agreement. The representatives will furnish each other with all non-privileged information concerning the dispute that the Parties believe to be appropriate and germane. The representatives will negotiate to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of (i) the designated representatives conclude that resolution through continued negotiation does not appear likely or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a Party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position to other creditors, or to apply for interim or equitable relief.

C. Arbitration. Any question or dispute arising out of or relating to this Agreement that cannot be settled through informal means will be determined by arbitration administered by the American Arbitration Association following its Commercial Arbitration Rules and the Supplementary Procedures for Large, Complex Disputes, and judgment on the award may be entered in any court having jurisdiction. The seat of the arbitration will be Princeton, NJ. The arbitrator(s) will have no authority to award damages excluded by this Agreement. The Parties agree that negotiations with the dispute shall be conducted in confidence and not be divulged to any unconnected third party.

©2026 WonderBotz® LLC. All rights reserved.

Either Party will have the right to apply to a judicial officer for appropriate injunctive or other interim or provisional relief. Doing so shall not constitute a breach of the agreement to arbitrate or affect the powers reserved to the arbitrators.

D. Limitation of Actions. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a Party's proprietary rights or any duty to protect Proprietary Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

F. Enforcement Fees. The prevailing Party in any litigation shall be entitled to receive from the defaulting Party payment of, or reimbursement for, its reasonable attorney's fees and disbursements incurred in enforcing any such provision.

19. Notices

Any notice or other communication required or permitted to be made or given by either Party under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered personally; (ii) when delivered by a nationally recognized courier service; or (iii) when sent by email to the address specified by the receiving Party, provided that no automated delivery failure notice is received. Notices shall be sent to the addresses set forth above or to such other address as a Party may designate by notice under this Section. Regarding notices to WonderBotz, the Company shall also notify the General Counsel at contracts@wonderbotz.com.

20. Force Majeure

Neither Party shall be liable for delay or failure in performance under this Agreement due to causes beyond its reasonable control and not resulting from its fault or negligence, which could not have been reasonably foreseen or avoided ("**Force Majeure**"). Force Majeure includes, without limitation, acts of God, war, terrorism, natural disasters, labor disruptions, public health emergencies, government orders, AI service outages, or infrastructure failure. The affected Party shall promptly notify the other Party and exercise reasonable efforts to overcome the disruption. Time for performance will be extended for the duration of the Force Majeure. For clarity, Force Majeure does not excuse either Party from payment obligations that became due prior to the event.

21. Publicity

Other than acknowledging the existence of this Agreement as a factual matter, neither Party shall disclose any terms, conditions, or related information without the prior written consent of the other Party, which shall not be unreasonably withheld. In any permitted public disclosures, each Party shall give appropriate recognition to the contributions of the other Party. Notwithstanding the foregoing, WonderBotz may describe the Company's use of its Services in general terms—including in case studies, marketing materials, and public forums—provided that the Company is not identified by name or by any information that would reasonably reveal its identity. This includes anonymized descriptions of the business use case, implementation results, or platform capabilities, provided the disclosure does not violate any applicable confidentiality or data protection obligations

22. Assignment

©2026 WonderBotz® LLC. All rights reserved.

Neither Party may assign, directly or indirectly, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other, and any such attempted transfer shall be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, sale or other transfer of all or part of its business, or according to an internal corporate reorganization, change of control or another similar arrangement, following prompt written notice to the other Party. This Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns. Any assignment shall be subject to compliance with applicable law.

23. Severability

The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the Parties' original intentions and economic positions.

24. No Waiver

The failure of either Party to insist, in any one or more instances, upon strict performance of any of the terms or provisions of the Agreement or to exercise any option or election herein shall not be construed as a waiver of such terms, provisions, options, or elections in the future. No waiver by any Party of any one or more of its rights or remedies under the Agreement shall be deemed a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in the Agreement are cumulative and in addition to every other remedy available at law or in equity.

25. Captions

The captions used in the Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section. The Exhibits referred to and attached to this Agreement are part of it as if fully included in the text.

26. Construction

This Agreement may be executed in multiple counterparts, each of which will be deemed an original and constitute one instrument. The Parties acknowledge and agree that each has had the opportunity to be represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof, and that this Agreement will not be construed in favor of or against either Party solely based on a Party's drafting or participation in the drafting of any portion of this Agreement.

©2026 WonderBotz® LLC. All rights reserved.

Appendix 1.A – Data Processing Agreement

This Data Processing Agreement ("DPA") forms part of the Service Agreement and applies to the extent Personal Data is processed by WonderBotz on behalf of the Company in connection with the Services. This DPA governs such processing in accordance with applicable Data Protection Laws.

A-1. Definitions

Capitalized terms not defined herein shall have the meaning given to them in the Agreement. The following terms shall have the meanings set forth below:

A. "Data Protection Laws" means all applicable data protection and privacy laws and regulations to which the processing of Personal Data under this Agreement is subject.

B. "Personal Data" means any information about an identified or identifiable natural person processed under the Agreement.

A-2. Processing of Personal Data

The Parties agree that the Company is the Controller and WonderBotz is the Processor of Personal Data. WonderBotz shall process Personal Data solely to fulfill its obligations under the Agreement, on documented instructions from the Company, and in compliance with applicable Data Protection Laws.

A-3. Security

WonderBotz shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration, or disclosure.

A-4. Subprocessors

WonderBotz may engage subprocessors to process Personal Data, provided that it enters into a written agreement with each subprocessor that imposes data protection obligations consistent with this DPA. A current list of subprocessors will be made available to the Company upon request.

A-5. Data Subject Rights

Taking into account the nature of the processing, WonderBotz shall assist the Company with appropriate technical and organizational measures, as far as possible, to fulfill the Company's obligation to respond to requests for exercising data subject rights under applicable Data Protection Laws.

©2026 WonderBotz® LLC. All rights reserved.

A-6. Return or Deletion of Personal Data

At the Company's discretion, WonderBotz shall either delete or return all Personal Data to the Company upon completion of the services related to processing and delete existing copies, unless applicable law requires the storage of the Personal Data.

A-7. Audit Rights

WonderBotz shall make all necessary information available to the Company to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections conducted by the Company or another auditor mandated by the Company, upon reasonable notice.

©2026 WonderBotz® LLC. All rights reserved.

Appendix 1.B – Standard Order Assumptions

The following assumptions apply to all Orders under this Agreement, including Subscriptions and Statements of Work, unless expressly stated otherwise in the applicable Order.

B-1. Management Assumptions

A. The Company is responsible for determining whether any third-party software, technology, or platform is suitable for use in its production or business environments.

B. The Company is responsible for identifying, interpreting, and complying with all applicable laws, regulations, and statutes that apply to its business, systems, data, and use of the Services.

C. The Company is responsible for its operation and use of any Deliverables and for determining whether to use, implement, or rely upon any recommendations provided by WonderBotz. The Company remains solely responsible for determining whether any Services or Deliverables (i) meet the Company's requirements, and (ii) comply with the Company's internal policies and its agreements with third parties.

D. The Company acknowledges that WonderBotz does not provide legal, regulatory, accounting, or financial advice, and that all decisions relating to such matters are made solely by the Company.

B-2. Technology and Platform Assumptions

A. Except for software, platforms, or environments expressly operated or administered by WonderBotz as part of a managed Subscription, the Company is responsible for configuring and maintaining security features associated with its systems and third-party software. The Company is also responsible for ensuring that subsequent versions of third-party software, or changes to Company systems, interoperate with later versions of such software.

B. Except for platforms, tools, or environments expressly managed by WonderBotz under an Order, the Company is responsible for the performance, availability, and configuration of its software, hardware, third-party software, communications networks, databases, and related tuning. WonderBotz is not responsible for failures attributable to systems or infrastructure outside its direct control.

C. The Company is responsible for having, obtaining, and maintaining all permits, rights, consents, and licenses necessary for WonderBotz to access and use Company-provided property, tools, materials, technology, third-party software, and systems ("Company Materials") as required to perform the Services. Where third-party software licenses are included in a Subscription or otherwise administered by WonderBotz, the Company expressly authorizes WonderBotz to access, configure, administer, and use such licenses on the Company's behalf solely to deliver the Services, subject to the applicable third-party license terms. The Company grants WonderBotz a limited, non-transferable, royalty-free license to use Company Materials solely to fulfill its obligations under the applicable Order. This license terminates upon completion or expiration of the applicable Services, except as required for transition or data return obligations.

D. Except where WonderBotz provides or hosts environments as part of a managed Subscription, the Company is responsible for providing development, test, and non-production environments required to perform the Services, including initial setup, connectivity, and ongoing availability.

©2026 WonderBotz® LLC. All rights reserved.

E. Except where expressly included in a Subscription, the Company will provide necessary system access, credentials, approvals, and equipment required for WonderBotz personnel to perform the Services.

F. Company-provided systems, tools, and access will be available during regular business hours unless otherwise agreed. Downtime or access restrictions may impact delivery timelines, Service Unit consumption, or pricing.

G. WonderBotz will not identify, address, or correct defects in Company-owned systems, devices, or components outside the scope of the Services. WonderBotz is not responsible for data processing failures or system issues caused by Company environments, third-party software defects, or infrastructure not managed by WonderBotz.

B-3. Data Assumptions

The Company will provide sufficient, accurate, and appropriately formatted data to enable WonderBotz to perform the Services. Where applicable, Company data will be masked. Unless expressly stated in an Order, WonderBotz will not access Personal Identifiable Data (PID) or Protected Health Information (PHI). Any Services requiring access to such data must be expressly documented in the applicable Order together with the required duty of care.

B-4. Testing Assumptions

A. WonderBotz will perform unit testing as part of development and configuration activities.

B. The Company will provide test cases required for unit testing, user acceptance testing, and any agreed pre-production testing.

C. Testing in production environments will occur only if expressly stated in the applicable Order.

D. Unless otherwise specified, user acceptance testing will consist of functionality and stability testing for up to two weeks of elapsed time.

B-5. Logistical Assumptions

A. A. When Services are performed on-site at Company locations, the Company will provide reasonable office space, meeting facilities, connectivity, and access required for performance of the Services.

B. B. Unless otherwise stated, Services are performed during standard business hours. Variations may affect timelines or pricing.

C. C. Work locations will be identified in the applicable Order, except where WonderBotz reasonably determines that certain activities should be performed from its own facilities to meet delivery obligations.

B-6. Resourcing Assumptions

A. Company personnel identified as required for the Services will be reasonably available and participate as agreed.

B. WonderBotz resources will generally operate on a standard work week unless otherwise specified.

©2026 WonderBotz® LLC. All rights reserved.

C. WonderBotz will provide resources with appropriate skills as agreed and will coordinate with the Company on material staffing changes.

D. Delays caused by unavailable Company resources, access, or materials may affect delivery timelines, Service Unit consumption, or fees.

E. For capacity or staff augmentation services, the Company retains responsibility for overall direction, priorities, and outcomes.

©2026 WonderBotz® LLC. All rights reserved.

Annex 2 - Subscription Framework

This Annex 2 applies to all Subscription Orders placed under the Online Services Agreement. It sets out the terms under which WonderBotz provides subscriptions for software, SaaS, IaaS, PaaS, hosting, support, and related services. By executing an Order that references this Agreement, the Company accepts and agrees to be bound by this Annex 2.

WHEREAS, by using subscription services or underlying information or technology, the Company agrees to be bound by and comply with the terms and conditions of this Subscription Framework and become a Party to it. IF THE COMPANY CANNOT COMPLY WITH THESE TERMS AND CONDITIONS, IT MUST NOT USE THE SUBSCRIPTION.

1. Subscription

The Subscription includes access to services and components in specified quantities—such as named users, concurrent machines, or other usage metrics—for the stated duration, and may operate on WonderBotz-hosted or Company-hosted infrastructure, as defined in the applicable Order. The Subscription contains Proprietary Information that is protected as a trade secret, by copyright, and, where applicable, by software protection key(s). These protection keys may expire automatically upon the Subscription's termination or expiration and may render the Subscription inoperable. This may restrict access to the Subscription functionality and any data stored within it. Company data will remain accessible to the extent permitted under the Agreement and subject to Company's fulfillment of its payment obligations.

Subscriptions may include access to or use of third-party software, platforms, or technologies provided by third-party licensors ("Third-Party Software"). The Company expressly authorizes WonderBotz, solely as necessary to provide, operate, and support the Subscription and related managed services, to procure, hold, configure, administer, access, and use Third-Party Software licenses on the Company's behalf and for the Company's internal business purposes during the applicable Subscription Term.

2. License to use the Subscription

Subject to the Company's full payment of all Fees as specified in the applicable Order and compliance with this Subscription Framework, WonderBotz grants the Company a limited, non-exclusive, non-transferable, non-assignable, personal license to use the Subscription in executable form, solely for the Company's internal business operations and within the authorized geographic region. This license includes access to associated online or electronic documentation and to any updates or upgrades made available during the Subscription Term. The Company may reproduce and distribute such documentation solely to its employees for internal use in support of the Subscription. All rights not expressly granted herein are reserved by WonderBotz.

3. Permitted Use

The Company's licensed Subscription quantities, authorized usage, and approved deployment locations shall be as specified in the applicable Order. If actual use deviates from those terms, the Parties shall work in good faith to amend the Subscription to reflect the actual use, provided such amendment does not conflict with this Agreement. If no acceptable amendment is reached,

©2026 WonderBotz® LLC. All rights reserved.

WonderBotz may, at its sole discretion, (i) terminate the Subscription, (ii) seek any applicable legal or equitable remedies, and (iii) invoice the Company for any overage or unauthorized use at the applicable rates or as otherwise reasonable under the circumstances. The Company remains fully responsible for any excess use occurring prior to termination or amendment.

4. Hosting Services, Affiliates and Company Usage

The Company may fulfill its obligations or exercise its rights under this Agreement directly or through: (i) an Affiliate authorized to use the Subscription, (ii) any officer, director, employee, agent, or contractor of the Company or such Affiliate (each, an "Authorized User"), and (iii) where expressly permitted in the applicable Order, a third-party hosting service engaged by the Company ("Hosting Service"), subject to the following:

1. The Company shall be fully responsible for the acts or omissions of any Affiliate (defined below), Authorized User, or Hosting Service as if they were its own;
2. All such use shall be solely for the internal business purposes of the Company or its Affiliates, and shall not be used to provide any service bureau or outsourcing functionality to third parties;
3. All claims arising under this Annex 2 by or through any Affiliate, Authorized User, or Hosting Service must be asserted through the Company. Notwithstanding anything elsewhere in this Agreement, nothing herein shall limit or exclude liability for the Company's (i) willful misconduct or intentional breach of this Annex 2, including confidentiality obligations; or (ii) infringement or misappropriation of intellectual property rights.

5. Usage Metrics

If the Subscription is licensed based on throughput, volume, or other measurable consumption ("**Usage**"), the metering functionality embedded in the Subscription or associated Automation shall serve as the authoritative record of units consumed, unless such measurements have been materially altered without the mutual knowledge and consent of both Parties. In the absence of such tampering, the recorded Usage will be the basis for invoicing and contract enforcement. The Company may dispute Usage in good faith only upon demonstrating a verifiable error or manipulation.

6. Audit

During the Subscription Term, WonderBotz shall have the right, upon reasonable notice, to audit the Company's records and systems to verify compliance with the usage limits and terms of this Agreement. Such audits may be conducted by WonderBotz or its designated third-party auditor during normal business hours. The Company shall provide reasonable access to relevant records and data to facilitate the audit. If any unlicensed usage is identified, the Company shall promptly pay WonderBotz the full list price for such additional licenses or features in production use. WonderBotz shall bear the cost of the audit unless the audit reveals an underpayment or unauthorized use exceeding five percent (5%), in which case the Company shall reimburse WonderBotz for the reasonable costs of conducting the audit. Audits conducted under this Section relate solely to compliance with this Agreement and do not expand, replace, or limit any audit or verification rights held by third-party licensors under their applicable license terms.

©2026 WonderBotz® LLC. All rights reserved.

7. Restrictions on the Use

A. General. The Company shall not, and shall not permit any third party to, use the Subscription in any manner prohibited by this Agreement, including, without limitation: (i) transferring, sublicensing, renting, or otherwise redistributing the Subscription rights to others; (ii) modifying, disassembling, decompiling, reverse engineering, or creating derivative works from the Subscription; (iii) copying the Subscription or underlying technology, except for one backup copy of the installed environment; (iv) providing access through any shared or multi-user model to persons not expressly licensed or authorized under this Agreement; (v) using the Subscription for unlawful purposes or in any way that infringes the intellectual property rights of others; (vi) exporting, downloading, or using the Subscription in violation of applicable export laws; (vii) removing or obscuring any proprietary rights notices embedded in the Subscription or Documentation; (viii) using the Subscription to develop or train a competitive product or service, or copy its features, functions, or interface.

B. Company infrastructure. For components running on Company infrastructure, the Company shall keep the Subscription in a secure location under its control or otherwise indicated in the applicable Order and limit personnel access to the Subscription code on a need-to-see basis consistent with this Subscription Framework.

8. Subscription Term

The Subscription shall commence on the Start Date and continue through the End Date specified in the applicable Order (the “Initial Term”). Thereafter, the Subscription will automatically renew for successive one (1) year periods (each a “Renewal Term,” and together with the Initial Term, the “Order Term”), unless either Party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term. The Company may elect not to renew for any reason with notice, without penalty. Electronic notice is sufficient for purposes of renewal or termination.

9. Fees and Invoices

Subscriptions are billed annually in advance, with payment due before the start of each term year. Additional charges may be billed as they occur or during the annual true-up, at WonderBotz’s discretion. WonderBotz may raise Subscription fees once per year with at least sixty (60) days’ prior written notice. Increases may not exceed the greater of 3% or CPI for any Renewal Term, except for extraordinary third-party cost increases (such as license fees, regulatory charges, or taxes) that are supported by written evidence. If the Company disagrees with a proposed increase, it may terminate the Subscription for Cause, effective on the date the new pricing would have begun, in accordance with Section 6 of the Subscription.

As security for the payment and performance of all obligations of the Company under the applicable Order (the "Secured Obligations"), the Company hereby grants WonderBotz a continuing security interest, pursuant to Article 9 of the Uniform Commercial Code, in all accounts, payment intangibles, and general intangibles of the Company arising from or relating to such Order, and all proceeds thereof. The Company authorizes WonderBotz to file UCC financing statements to perfect this security interest, and agrees to cooperate in providing such information (including exact legal name, state of organization, and entity type) as WonderBotz reasonably requires to perfect and maintain the security interest.

©2026 WonderBotz® LLC. All rights reserved.

10. Delivery

WonderBotz's delivery obligations of the Subscription or any protection keys or update (as applicable) shall be met upon (1) installation on the Subscription infrastructure when performed by WonderBotz, (2) the receipt of the download address sent by email to the Company Business Contact specified in the applicable Order, (3) the receipt by email the Company Business Contact specified in the applicable Order, or (4) only when requested by Company, the fifth calendar day after WonderBotz deposits the physical media containing the Subscription or protection key in the U.S. mail or upon the day such media is delivered to Company by a registered courier ("**Delivery**").

11. Acceptance

Unless otherwise stated in the applicable Subscription Order, the Subscription shall be deemed accepted on the earlier of: (a) thirty (30) days following Delivery, provided the Company has not reasonably notified WonderBotz of any material non-conformity with the applicable Documentation; or (b) the Company's first use of the Subscription in a production environment ("**Acceptance**").

12. Governance Model

WonderBotz provides a governance model that supports ongoing requests and changes. While general requests are managed through an incident management system, WonderBotz will assign a client success manager, ensuring that WonderBotz performs as expected and that both Parties work in synergy. The Company will name a manager who will be the focal point of communication.

13. Ownership

Derogating the Agreement to avoid doubt and notwithstanding anything contrary to the Agreement, all Subscriptions are licensed and not sold. WonderBotz and included third-party licensors retain complete ownership of their respective parts of any Subscription or underlying information or technology, the related documentation, and all copies thereof, including all Intellectual Property Rights. Company may not in any way nor assist others to do the same, during or after the term of the Agreement, make any use of or claim any right to any name, logo, trademark pattern, or design owned by WonderBotz, or any name, logo, trademark pattern or design resembling them. The Company acknowledges that WonderBotz does not grant any ownership or intellectual property rights in Third-Party Software and that the Company's use of such Third-Party Software is subject to, and governed exclusively by, the applicable third-party licensor's end-user license terms.

13b. Third-Party Software Exclusion

For clarity, Third-Party Software is not part of the WonderBotz Subscription for purposes of warranties, service levels, uptime commitments, or availability obligations, except to the extent WonderBotz is expressly responsible for configuration, integration, or operational management of such Third-Party Software as described in the applicable Order.

14. Termination

A. Precedence. Annex 2, Section 14 shall supersede and prevail over any conflicting terms in Annex 1 – T&Cs, including Annex 1, Termination 14.

©2026 WonderBotz® LLC. All rights reserved.

B. Subscription Termination. Subscriptions may include third-party components. Unless expressly permitted in the applicable Subscription, the Company may not terminate a Subscription for convenience. The Company may terminate a Subscription only for cause, including any material failure by WonderBotz to comply with the terms of the Subscription. WonderBotz may suspend, restrict, or terminate a Subscription immediately if the Company fails to comply with its Subscription terms, exceeds licensed use, or fails to pay applicable Fees. In such cases, WonderBotz shall have no liability for the consequences of such suspension or termination. These rights are in addition to, and do not limit, any other remedies available at law or in equity.

C. Effect of Termination. If the Company terminates for Cause, WonderBotz shall provide the Company a pro-rata refund of prior payment based on the calendar months remaining (pro-rated in the event of any mid-month termination) between the Termination Effective Date and the then Subscription invoice-period End Date. If for any other reason, (1) Fees for the Term shall be due and payable immediately, (2) any Fees already paid by the Company shall be non-refundable, and (3) Annex 1 Sections 14-C (Payments on Termination) 14-D (Effect of Termination) and 14-F (Survival of Obligations) shall also apply. The Company shall delete and/or destroy all copies of the Subscription installed on its infrastructure and then email WonderBotz a confirmation via a letter of destruction signed by an authorized representative of the Company.

15. Additional Licenses and Services

At any time during a Subscription Term, the Company may elect to increase the Subscription for additional fees that will also be subject to this Agreement. Unless otherwise specified in the applicable Order, WonderBotz will use commercially reasonable efforts to make such increases coterminous with the prior schedule.

Subject to the provisions of this Agreement, the Company may request additional Services from WonderBotz. Subject to the availability of necessary personnel, these Services will be provided at the discretion of WonderBotz and subject to WonderBotz prices and terms then in effect or as indicated in the Subscription.

©2026 WonderBotz® LLC. All rights reserved.

Annex 3 – Professional Services Framework

This Annex 3 applies to all Statements of Work (SOWs) placed under the Online Services Agreement. It sets out the terms under which WonderBotz provides professional services, including project management, consulting, development, deployment, implementation, support, and related activities. By executing an Order that references this Agreement, the Company accepts and agrees to be bound by this Annex 3.

1. SOW Creation.

WonderBotz shall obtain an SOW from the Company in the format attached herewith as Exhibit A that authorizes the work. The following is the high-level process for each SOW:

1. The Parties discuss scope, deadlines, and other factors.
2. A Preparing Party drafts an SOW and sends it to the other Party by email.
3. The Receiving Party reviews and either (a) agrees to the SOW as drafted, or (b) proposes edits for the Preparing Party's review.
4. When agreed, the SOW is authorized by either:
    a. written confirmation exchanged by email identifying the final SOW version, or
    b. a Company Order/PO that references this Agreement and the SOW, with WonderBotz email confirmation.
    c. No separate Order or ink signatures are required.

2. Change Control.

SOWs cannot be modified, changed, or amended, except in writing, signed by a duly authorized representative of each Party as follows:

1. Change Authorization. The Company authorizes changes to estimated hours or funding in an SOW by written request of the Company signatory or by amendment to the purchase order, referencing the Agreement. The Change Authorization becomes effective once WonderBotz accepts it in writing. The SOW's original contracted hourly rate shall apply for changes.
2. Project Change Order. The Company authorizes changes to the SOW, other than hours and funding, through a Project Change Order ("**PCR**"). The PCR must describe the change, the rationale, and the effect of the change on the Scope or Services. Until PCR is agreed to in writing (i.e., email is sufficient), both Parties will continue acting under the latest SOW version. If a change in the SOW does not alter the estimated hours or professional fees, a zero-dollar PCR will be executed to capture the agreement by both the Company and WonderBotz to the change in work.

3. Completion Criteria.

Unless specified otherwise in a SOW, the duration of each SOW ("**SOW Term**") shall begin its Effective Date and shall terminate upon the earliest occurrence of:

1. WonderBotz completes the Services and delivers any associated Deliverables;

©2026 WonderBotz® LLC. All rights reserved.

2. WonderBotz performs the number of hours authorized in the SOW or via an approved Change Authorization;
3. WonderBotz earns the total authorized fees specified in the SOW or via a Change Authorization;
4. Either Party terminates the SOW in accordance with the Agreement; or
5. The End Date specified in the SOW is reached

4. Project Management

Services require the Company and WonderBotz to work together. Each Party shall designate a project manager ("**Project Manager**") to manage jointly (1) the SOW kick-off and mobilization, (2) deliverable creation, and (3) overall Services.

WonderBotz Responsibilities

1. Review the SOW and the responsibilities of Parties with the Company Project Manager.
2. Maintain descriptions of WonderBotz deliverables, if any.
3. Maintain the resource plan for onboarding and managing WonderBotz resources.
4. Prepare and maintain WonderBotz delivery plan to perform the SOW.
5. Work with the Company Project Manager to resolve deviations from the delivery plan.
6. Attend regularly scheduled Company status meetings to review progress and to discuss/resolve open issues and risks to the Services.
7. Review WonderBotz standard invoice format and billing procedure to be used with the Company Project Manager.
8. Administer any Change Control with the Company Project Manager.

Company Responsibilities

1. Manage Company personnel, schedules, and responsibilities for this project.
2. As required, serve as the interface between WonderBotz and Company departments.
3. Perform stakeholder change management activities.
4. Administer the Project Change Control Procedure with WonderBotz Project Management.
5. Obtain and provide information, data, and decisions in a reasonable period from WonderBotz's request unless the Company and WonderBotz agree in writing to a different response time.
6. Help resolve project issues and escalate issues within the Company organization.
7. Process WonderBotz invoices for timely payment.

5. Reserved

6. Acceptance

Services performed by WonderBotz may result in two types of Deliverables: (i) Written Deliverables, provided electronically in formats such as PDF, Word, Excel, or PowerPoint; and (ii) Functional Deliverables, consisting of testable software configurations or automations developed by WonderBotz, excluding any third-party tools or platforms.

The Company shall have three (3) business days to review Written Deliverables and five (5) business days to review Functional Deliverables (each, an "Acceptance Period"). If the Company does not

©2026 WonderBotz® LLC. All rights reserved.

provide written notice of material, specific non-conformities by the end of the applicable Acceptance Period, the Deliverable shall be deemed accepted. If such notice is timely and valid, WonderBotz shall correct the non-conformities. The Company shall then have up to five (5) additional business days to review the corrected Deliverable. The Company shall not unreasonably withhold or delay its acceptance. Electronic notice is sufficient for purposes of this Section.

7. Location of work

As specified in an SOW, work will be performed in the Company or WonderBotz offices or the respective home office of WonderBotz personnel. We anticipate that strategic and business analysis Services will be performed at least in part in Company locations and that development and deployment services will be performed remotely from one of the locations described above.

8. Resource Scheduling

WonderBotz retains the right to assign and manage the personnel, resources, and schedules necessary to perform the Services. WonderBotz will use commercially reasonable efforts to accommodate the Company's requested timelines and resource preferences, but final resource assignments and scheduling decisions remain within WonderBotz's discretion. Communications, approvals, and scheduling confirmations may be managed through electronic means (including email or project management systems) between the Parties' designated project representatives. The Company shall not unreasonably withhold or delay its approvals related to scheduling or resource allocation.

©2026 WonderBotz® LLC. All rights reserved.