

This Subscription Agreement (this “Agreement”) is made between Readibots Inc (“Company”), a Delaware corporation whose principal offices are at 10080 Soltura Drive, Fort Myers, FL 33905, and

Customer Name: _____ (“Customer”)

Customer Address: _____

Customer wishes to subscribe to the READI Platform as a service and related solutions. Readibots will provide such services, based on the terms and conditions contained in this Agreement and set forth below. Therefore, for good and valuable consideration, the receipt and sufficiency of which they each acknowledge, Readibots and Customer agree to be bound by such terms and conditions.

Terms and Conditions

1. **License.** Subject to the terms and conditions of this Agreement and the full payment of the Subscription Fees (as defined below), during the Term (as defined below) Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to remotely access (i.e. on a SaaS basis) the software (the “**Software**”) and use it for internal purposes. Unless otherwise indicated, the term “Software” also includes any documentation (“**Documentation**”) provided to Customer in connection with the operation of the Software.
2. The Software may only be used in accordance with the Documentation, subject to the use limitations indicated in the Sales Order form (“Sales Order”) and applicable laws.
3. **Services.** In addition to the abovementioned licenses, we may provide services, as detailed in the Sales Order as well as Support and Maintenance services in accordance with our Service Level Agreement available at www.readibots.com/legal. The Software, services detailed in the Sales Order and the service provided under the Service Level Agreement shall collectively be referred to as the “**Services**”.
4. **Subscription Fees.** In consideration for the Services, Customer shall pay the applicable, non-refundable subscription fees set forth in the **Sales Order (“Subscription Fees”)** at such times and for such periods as set forth therein. The payments made to Company shall be made on a recurring basis. Customer agrees to promptly notify us of any changes to Customer's billing information. If Customer is invoiced for the Service, all amounts are payable within thirty (30) days, from the date of the invoice. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties.
5. **Permitted Users.** The Software may be accessed solely by Customer’s employees or service providers who are explicitly authorized by Customer to use the Software (each, a “**Permitted User**”). Each Permitted User shall be bound by written terms and conditions at least as restrictive as those contained in this Agreement and Licensee shall be liable for any breach of the terms of this Agreement by any Permitted User. Unauthorized access or use of the Software must be immediately reported to the Company.
6. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of the Company, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Software (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer’s rights under this Agreement with any third party; (iii) use any “open source” or “copyleft software” in a manner that would

require the Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Software's source code or underlying algorithms; (vi) use the Software in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Software; (viii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (ix) export, make available or use the Software in any manner prohibited by applicable laws (including without limitation export control laws); and/or (x) transmit any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or Software, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with Company's Software.

7. Personal Data.

7.1. To the extent that Customer needs a data processing agreement, Customer shall download the Company's Data Processing Agreement ("**DPA**") available on the Company's website and return it signed to Company as described therein.

7.2. In the event Customer fails to comply with any data protection or privacy law or regulation, the EU General Data Protection Regulation and/or any provision of the DPA, and/or fails to return an executed version of the DPA to Company, then: (a) to the maximum extent permitted by law, Customer shall be solely and fully responsible and liable for any such breach, violation, infringement and/or processing of personal data without a DPA by Company and Company's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of personal data without a DPA, Customer shall defend, hold harmless and indemnify Company and Company's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees; and (c) the limitation of Customer's liability under Section 12 below shall not apply in connection with Sections 7.2(a) and 7.2(b) above.

8. **Warranties.** Each party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

9. **Intellectual Property Rights.** The Software is the Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Software and any and all improvements and derivative works thereof are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance with Section 1. Nothing herein constitutes a waiver of the Company's intellectual property rights under any law. If Company receives any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and that such shall be considered Company's Confidential Information and Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of the Feedback or part thereof. Any anonymous information, which is derived from the use of the Services (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information

(“**Analytics Information**”) may be used for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is our exclusive property. As between the parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by Customer.

10. **Confidentiality.** Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, trade secrets and other information related to the products, software, technology, know-how, or business of the other party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party’s Confidential Information from disclosure to a third party. The receiving party’s obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party’s Confidential Information as evidenced by its business records. Neither party shall use or disclose the Confidential Information of the other party except for performance of its obligations under this Agreement (“**Permitted Use**”). The receiving party shall only permit access to the disclosing party’s Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it notifies the disclosing party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party.
11. **LIMITED WARRANTIES.** The Company represents and warrants that, under normal authorized use, the Software shall substantially perform in conformance with its Documentation. As the Customer’s sole and exclusive remedy and the Company’s sole liability for breach of this warranty, the Company shall use commercially reasonable efforts to repair the Software in accordance with the SLA. The warranty set forth shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than the Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Software’s Documentation; (iv) Customer’s failure to implement software updates provided by the Company specifically to avoid such failure; or (v) the combination of the Software with equipment or software not authorized or provided by the Company.

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, AND THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE AND/OR THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS. EXCEPT AS SET FORTH IN SECTION 8 AND THIS SECTION 11, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

12. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY DAMAGES RESULTING FROM CUSTOMER’S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY’S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER PURSUANT TO SECTION 1) AND/OR CUSTOMER’S BREACH OF SECTION 7 HEREUNDER; NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES,

OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE. EXCEPT FOR THE COMPANY INDEMNIFICATION OBLIGATION UNDER SECTION 13, ANY DAMAGES RESULTING FROM CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER PURSUANT TO SECTION 1) AND/OR CUSTOMER'S BREACH OF SECTION 7 HEREUNDER; EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING THE SALES ORDER).

13. **Indemnification.** Company acknowledges and agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Software, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and the Company will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies the Company in writing of such claim; and (ii) the Customer grants the Company the sole authority to handle the defense or settlement of any such claim and provides the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that the Customer enters into without the Company's prior written consent. If the Software becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole discretion: (a) procure for the Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, then the Company may terminate this Agreement and in such event accept return of the affected Software and provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license. Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than the Company or its designee; (ii) the Customer's failure to implement software updates provided by the Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by the Company or not in accordance with the Documentation. This Section states Company's entire liability, and Customer's exclusive remedy, for claims or alleged or actual infringement.
14. **Term and Termination.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the Subscription Period (Term), following which this Agreement shall automatically renew for successive subscription periods of equal length specified in the Sales Order. Customer may terminate the subscription to the Service during the Subscription Period by sending a cancellation request to the Company at customers@readibots.com. Either party may terminate this Agreement with immediate effect if the other party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) Software license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control; and (iii) Company shall return and/or permanently delete (as instructed by Customer) all Customer Data without affecting any of the Company's rights to the Analytics Information, and Customer shall not be relieved of its duty to discharge in full all due sums owed by Customer to Company under this Agreement until the date of termination or expiration hereof. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. If applicable, Customer shall be responsible to download its Customer Data prior to termination of this Agreement.
15. **Miscellaneous.** This Agreement, including the DPA, any Sales Orders, and any exhibits attached or referred hereto, represents the complete agreement concerning the subject matter hereof. We reserve the right to

modify this Agreement at any time by sending you a Notification and/or publishing the revised Agreement on the Software. Such change will be effective ten (10) days following the foregoing Notification thereof, and your continued use of the Software thereafter and not providing the Company with cancellation notice during such ten (10) day period, means that you accept those changes. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates. This Agreement shall be governed by and construed under the laws of the Delaware, without reference to principles and laws relating to the conflict of laws. The competent courts of Delaware shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties. The Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company including but not limited to; war, civil war, riots or insurrections and/or any action, laws, proclamations, ordinances or regulations of any relevant government, strikes, embargo, lockouts, floods, fires, pandemic, epidemic (or similar regional health crisis including the COVID-19 health crisis), explosions, catastrophes and/or acts of God (collectively a "Force Majeure Event"). This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

EXECUTED as of the date set forth below Readibots signature (the "**Effective Date**"):

Company: Readibots Inc

Customer:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____