

IMPORTANT: READ CAREFULLY BEFORE INSTALLING, DOWNLOADING, OR USING THE SOFTWARE

Haply End-User Software License Agreement

This Haply End-User License Agreement (“Agreement”) is between you (either an individual or an entity) (“You”) and Haply Robotics Inc. (“Haply”) and govern Your use of the Haply software and related documentation as well as updates and upgrades to the above made available by Haply from time to time at its discretion (jointly the “Software”). The Software may be provided and sent to You by email, or downloaded from Haply’s website or servers or from other sources upon discretion of Haply under the terms and conditions set forth below. The Software is licensed, not sold.

READ CAREFULLY THE TERMS OF THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT” BUTTON WHILE INSTALLING, DOWNLOADING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, YOU DO NOT HAVE A RIGHT TO DOWNLOAD, INSTALL OR USE THE SOFTWARE. YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

If You are agreeing to be bound by the Agreement on behalf of Your employer or other entity, You must have the authority to bind Your employer or such entity to the Agreement. If You do not have the requisite authority, You may not accept the Agreement or use the Software on behalf of Your employer or other entity.

The Software is subject to specific limitations such as purpose of use and certain technical requirements including but not limited to operating system, storage space, geographical location or network connectivity.

License Grant

Subject to the payment of the applicable license fees and subject to Your continued compliance with this Agreement, Haply hereby grants to You, and You agree to be bound by, a non-exclusive, non-transferable, non-sublicenseable and revocable license to use the Software, during the term of this Agreement, only as authorized in this Agreement and only in object code form for Your internal business purposes. You may install a reasonable number of copies of the Software on devices (computers, servers, hand-held devices, or other hardware) owned or controlled by You as necessary for the intended use with Haply products provided by Haply or its authorized resellers (“Products”).

You may copy the Software solely for installation and backup purposes and in strict compliance with this Agreement. To the maximum extent permitted by the applicable laws, You may not (i) distribute copies of the Software to a third party or electronically transfer the Software to a third party, or permit a third party to copy the Software; (ii) modify, adapt, translate, rent, lease, resell, distribute or create derivative works based on the Software or any part thereof; (iii) decompile, reverse engineer, disassemble, or otherwise reduce the Software to any human-perceivable form; (iv) use the documentation accompanied by the Software for any purpose except to support Your use of the Software; (v) use the Software or any portion thereof to implement any competing product; or (vi) use the Software for any other purpose than with the Products.

The Software may contain certain third-party software and/or open source software. You agree that Your use of any third-party software or open source software is governed by the license terms provided with such third-party or open source software.

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Trademarks

No right, title, or interest in or to any trademarks, service marks, or trade names of Haply and/or its licensors is granted hereunder.

Warranties

THE SOFTWARE IS LICENSED "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, Haply DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY BY Haply THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM IT.

Haply has used commercially reasonable efforts to check for the most commonly known viruses prior to providing the Software to You. Notwithstanding anything to the contrary, Haply does not warrant that the Software is free from viruses or other third party malware and You are solely responsible for scanning the Software for such elements.

High Risk Use

Haply Software and/or Products are not designed, engineered nor certified for control of any equipment or system including aviation, industrial, commercial, military or medical equipment or systems in such a way where such use or a malfunction of the Software or Products could with a meaningful probability lead to death or serious bodily injury of any person or animal, or to severe physical or environmental damage ("High Risk Use").

Haply STRONGLY ADVISES YOU AGAINST USING THE SOFTWARE OR PRODUCTS FOR ANY HIGH RISK USE.

In case You still decide to use the Software and/or Products for High Risk Use, You do so at your own risk and liability and agree to take all reasonable precautions to minimize any risk and damage resulting of such High Risk Use and/or failure of Software and/or Products in such High Risk Use.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Haply, ITS REPRESENTATIVES OR LICENSORS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER CAUSED ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF Haply OR ITS LICENSORS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME COUNTRIES/STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, Haply, ITS EMPLOYEES OR LICENSORS OR AFFILIATES' LIABILITY SHALL BE LIMITED TO EUR 100.

Nothing contained in this Agreement shall prejudice Your statutory rights as a consumer, as applicable. Nothing contained in this Agreement limits Haply's liability to You in the event of death or personal injury resulting from Haply's negligence.

Updates and Technical Support

Haply may, at its discretion, provide updates, upgrades, bug fixes, modifications, enhancements and new releases and versions to the Software ("Updates") but Haply has no obligation to do so or provide other technical support unless separately agreed in writing between You and Haply.

If Haply makes an Update available, this Agreement will govern the Updates unless the Update is accompanied by a separate license in which case the terms of such license will govern.

License Term

This Agreement is effective from the first date You install the Software. You may terminate this Agreement at any time by permanently deleting, destroying, and returning, at Your own costs, the Software, all backup copies, and all related materials provided by Haply. Your license automatically and immediately terminates without notice from Haply if You fail to comply with any provision of this Agreement. In such an event, You must immediately delete, destroy, or return at Your own cost, the Software, all backup copies, and all related material to Haply.

Survival

Sections 2 (Copyright), 3 (Trademarks), 4 (Warranties), 6 (Limitation of Liability), 12 (Governing Law and Dispute Resolution) shall survive any termination or expiration of this Agreement.

Changes to the Agreement Terms

Haply may revise and/or update the terms of this Agreement from time to time. Such changes will be effective with or, as applicable, without prior notice to You. The most current version of this Agreement is available at <https://Haply.com/legal/> . You are responsible for checking the changes periodically. If You do not accept a change to this Agreement, You may terminate this Agreement

subject to Section 8 (License Term). Your continued use of the Software after a change to this Agreement constitutes Your complete and irrevocable acceptance of any and all such changes.

Miscellaneous

You are responsible for any costs and fees You may incur in using the Software including costs necessary for establishing necessary connections to use the Software.

The License constitutes the entire agreement between You and Haply with respect to the subject matter and supersedes all prior negotiations and agreements (written and oral) relating to the subject matters covered.

The Software may be subject to export control laws in countries of use. You agree to comply strictly with all such regulations and acknowledge that You have the responsibility to obtain licenses to export, re-export, or import the Software.

The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Haply expressly disclaims any express or implied warranty of fitness for High Risk Activities.

If any provision of the License is declared void or unenforceable, such provision will be deemed to be severed from the License, and the License will, in all other respects, remain in full force and effect.

A waiver is not valid or binding on the party granting that waiver unless made in writing and signed by the authorized representatives of both parties.

You may not assign the Agreement or any of Your rights and obligations, without a prior written consent of Haply. Haply may assign the Agreement to a third party at its sole discretion.

You may contact Haply for any questions regarding this Agreement or for other reason at support@haply.co.

Governing Law and Dispute Resolution

The Agreement is governed by the laws of Quebec, without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, will be finally settled by arbitration in accordance with the Province of Quebec and to venue in the Province and/or Federal Courts in Montreal, Quebec.

U.S. Government End Users

If You are acquiring the Software and related documentation on behalf of any unit or agency of the United States Government ("U.S. Government End Users"), the following applies: The Software and related documentation, including any updates and upgrades, are "Commercial Items" as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through

227.7202-4, as applicable, the Software and related documentation are being licensed to the U.S. Government for use by its employee U.S. Government End Users only as commercial items and with only those rights that are granted to all other end users pursuant to the terms and conditions of this Agreement, except the following terms and conditions of the Agreement may be deemed inapplicable, in whole or in part, as inconsistent with Federal procurement law:

- **License Term.** The entire "License Term" provision of this Agreement is deleted and replaced with the following: "Termination by a U.S. Government End User shall be governed by the applicable termination clause contained in the applicable government contract. If Haply believes that a U.S. Government End User is in breach of the Agreement, Haply may pursue its rights under the Contracts Disputes Act or other applicable Federal statute while continuing performance."
- **Changes to the Agreement Terms.** The entire "Changes to the Agreement Terms" provision of this Agreement is deleted and replaced with the following: "(A) Haply may unilaterally revise terms if they are not material. A material change is defined as (1) terms that change the U.S. Government's rights or obligations; (2) terms that increase U.S. Government prices; (3) terms that decrease overall level of service; or (4) terms that limit any other U.S. Government right addressed elsewhere in the Agreement."
- **Miscellaneous:** The following sentences are inapplicable: "You may not assign the Agreement or any of Your rights and obligations, without a prior written consent of Haply. Haply may assign the Agreement to a third party at its sole discretion."
- **Governing Law and Dispute Resolution.** This entire "Governing Law and Dispute Resolution" provision is deleted and replaced with the following: "This Agreement shall be governed by and construed in accordance with applicable U.S. Federal law. Any disputes with the U.S. Government shall be brought in accordance with the Contract Disputes Act or other applicable U.S. Federal statute."