
Wandelbots – General Terms and Conditions (US)

Last Updated: 9 November, 2022

These Terms and Conditions of Use (these “**Terms**”) are a binding legal agreement between Wandelbots GmbH, Rayskistraße 25, 01219 Dresden, Germany (“**Wandelbots**”) and the applicable business customer (“**Product Customer**”) entering into an order form, statement of work, or similar transaction document referencing these Terms (the “**Order**”). Each Order, in combination with these Terms, comprises a separate “**Agreement**”.

These Terms also apply if Product Customer orders Wandelbots hardware, software, or services through an authorized Wandelbots partner (an “**Authorized Partner**”). In such situation, the applicable order will be deemed an Order hereunder, and provisions regarding payment of fees to Wandelbots or delivery of Hardware by Wandelbots will be deemed to refer to payment to, and delivery by, such Authorized Partner.

1. Definitions.

1.1 “**Documentation**” means the user guides, manuals, and other documentation that may be provided by Wandelbots from time to time regarding the Platform or Hardware.

1.2 “**End User**” means any material person or legal entity that uses industrial robot hardware and software manufactured or otherwise provided by Wandelbots as well as related services as defined in the terms of the EULA.

1.3 “**Effective Date**” means the effective date of the Order.

1.4 “**Enhancements**” means any updates, upgrades, modifications, improvements, developments, new features, custom integrations, or other enhancements related to the Platform.

1.5 “**Hardware**” means any tablets, input devices, and other hardware provided by Wandelbots under the Order to facilitate Product Customer’s use of the Platform.

1.6 “**IP Rights**” means any rights under patent, copyright, trade secret, trademark, or other intellectual or industrial property laws worldwide.

1.7 “**Platform**” means the online production planning platform and any related applications made available by Wandelbots to Product Customer under the applicable Order, including any Enhancements.

1.8 “**Robots**” means any collaborative or industrial robot hardware or similar devices owned, controlled, or used by Product Customer. For avoidance of doubt, Robots are not Hardware for purposes of this Agreement.

1.9 “**Services**” means any services provided by Wandelbots under the applicable Order (other than access to the Platform), including without limitation any implementation, configuration, consulting, or training services.

1.10 “**Third-Party Sites**” means any websites, platforms, applications, or other software or materials owned and operated by third parties.

2. Platform, Hardware, and Services.

2.1 Orders. Orders are not binding on the parties until agreed in writing by both Wandelbots and Product Customer. Orders will describe the Hardware, Platform, and Services being ordered, pricing and payment terms, duration, and any other information deemed necessary by the parties.

2.2 Grant. Subject to Product Customer's compliance with the terms and conditions of this Agreement, Wandelbots grants Product Customer a non-sublicensable and non-transferable right to access and use the Platform (and rented Hardware) during the Term, in accordance with the Documentation, for its internal business purposes.

2.3 Retention of Rights. The Platform, rented Hardware, and Documentation are owned by Wandelbots and its licensors, who retain ownership of all right, title, and interest to all IP Rights related thereto.

2.4 Restrictions. Product Customer will not directly or indirectly: (a) sell, lease, license, sublicense, or otherwise make available the Platform, Hardware, or Documentation to any third party (except that it may allow its on-site service providers to access the foregoing at Product Customer's facilities for purposes of providing services to Product Customer, provided Product Customer remains liable for all acts and omissions of such service providers); (b) decompile, disassemble, attempt to access the Platform's source code, or reverse engineer the Platform or Hardware, in whole or in part (except as permitted by applicable law); (c) write or develop any software or hardware based upon the Platform or Hardware; (d) modify, or create derivative works based on, the Hardware or Software; (e) upload, transmit, or submit any viruses, malware, or other malicious code or harmful materials to the Platform, or otherwise interfere with the operation of the Platform; (f) attempt to gain any unauthorized access to the Platform or Hardware or any part thereof, or Wandelbots' or any third party's systems or information; (g) remove or alter any trademarks, copyright notices, or other proprietary notices included in or on the Platform, Hardware, or Documentation; or (h) use the Platform or Hardware for any unlawful purpose or in an unlawful manner.

2.5 Accounts. Product Customer is solely responsible for ensuring that its users' login credentials (usernames and passwords) remain secure and confidential and will notify Wandelbots immediately if it suspects any unauthorized use of any user account. Product Customer will be fully responsible for any actions taken using its user accounts, and for any acts or omissions of its personnel. Use of the Platform by End Users is subject to Wandelbots' then-current End User License Agreement (as may be updated from time to time, the "EULA"). As between Product Customer and Wandelbots, these Terms will govern in the event of any conflict between the provisions of these Terms and those of the EULA.

2.6 Usage Limits. Product Customer is responsible for ensuring its usage of the Platform stays within any user counts and other metrics or restrictions designated in the Order. Wandelbots may monitor Product Customer's usage of the Platform to confirm compliance with such usage metrics and may automatically or manually limit Product Customer's use of the Platform to enforce such metrics.

2.7 Hardware.

a. Rental. If the Order indicates the Hardware is being rented by Product Customer, then: (i) Products are rented (not sold) to Product Customer for the duration of the applicable Order; (ii) Wandelbots retains title to the Hardware; (iii) Product Customer will be responsible for returning the Hardware to Wandelbots' designated address, at Product Customer's expense, at the end of the rental



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period; and (iv) Product Customer will be responsible for the cost to replace (at Wandelbots' then-standard list pricing) or repair any lost or damaged Products.

b. Purchase. If the Order indicates the Hardware is being purchased by Product Customer (not leased), then title and risk of loss will transfer to Product Customer upon the later of (i) delivery of the Hardware to Product Customer and (ii) receipt by Wandelbots of all amounts due from Product Customer for such Hardware purchase. For avoidance of doubt, the sale of the Hardware does not imply a sale of any firmware or other software installed therein, which remains owned by Wandelbots or the relevant third party licensor, as applicable, and is merely licensed to Product Customer pursuant to the applicable terms.

c. Delivery. Unless otherwise stated in the Order, Wandelbots will deliver all Hardware DDP (Delivered-at-place) (Incoterms® 2020). Unless otherwise stated in the applicable Order, Product Customer will bear all applicable shipping and insurance charges, taxes, duties, and similar charges that may be assessed against the Products in connection with delivery to Product Customer. Delivery times in an Order are estimates and not binding commitments. Product Customer will be responsible for any damage or loss that occurs after delivery by Wandelbots. Product Customer must notify Wandelbots within 30 days from delivery if the delivery does not conform to the Order (as to quantity, type, etc.), otherwise it will be deemed to have accepted and confirmed the accuracy of the delivery.

d. Use and Care. Product Customer will use the Hardware in accordance with the Documentation and is responsible for adequately securing the Hardware when not in use. To the extent the Documentation specifies conditions for the operating or storage environments for any Hardware, Product Customer will be responsible for ensuring it complies with such conditions in its use and storage of such Hardware. Product Customer will instruct its personnel regarding the proper use and storage of the Hardware.

2.8 Support and Services. Wandelbots (and/or the Authorized Partner, as applicable) will make basic support available to Product Customer in accordance with Wandelbots' then-standard Service Level Agreement, as linked from <https://wb-legal-public.s3.eu-central-1.amazonaws.com/German+Law/en/20220905+SLA+Final.pdf> or a successor website. Wandelbots will provide any additional Services as described in the applicable Order.

2.9 Enhancements. Product Customer acknowledges that it is entering into this Agreement on the basis of the Platform as it exists today, and not in reliance upon any requested or anticipated Enhancements, regardless of whether or not included on Wandelbots "roadmap" or similar plans which may be shared with Product Customer. Wandelbots will not be obligated to implement any Enhancements unless otherwise expressly agreed in an Order. Any Enhancements prepared by Wandelbots, jointly or alone, whether paid or not, will be the sole property of Wandelbots and for avoidance of doubt Product Customer hereby assigns any right, title, or interest it may otherwise have in any such Enhancements to Wandelbots.

2.10 Data.

a. Product Customer Data. "**Product Customer Data**" means any data submitted by Product Customer to the Platform. Product Customer Data is owned by the Product Customer and is part of Product Customer's Confidential Information. Wandelbots will use commercially reasonable safeguards



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designed to protect Product Customer Data in its possession or control from any unauthorized use or disclosure. The Platform is not designed to process personal information (beyond limited user account credentials). Any personal data provided to Wandelbots (e.g., user account credentials) will be treated in accordance with its then-current privacy policy, available at <https://wandelbots.com/imprint-privacy-policy> or a successor page.

b. Usage Data. “**Usage Data**” means anonymized or aggregated technical or usage data relating to the use and performance of the Platform and Hardware. Usage Data is not Product Customer Data, and Wandelbots may use and disclose Usage Data to improve its offerings and for other legitimate purposes, provided it does not disclose any Usage Data in a manner that identifies Product Customer or any individual.

c. Backups. Product Customer should not rely on the Platform to make or maintain backups of any data. Product Customer is responsible for ensuring it regularly backs up its data. In no event will Wandelbots be liable for any loss, deletion, or corruption of any data in its possession or control.

3. Fees and Payment.

3.1 Generally. Unless otherwise set forth in the Order: (a) Wandelbots will invoice Product Customer annually in advance for the Platform subscription fees and Hardware rental fees, and in advance for any upfront fees (e.g., Hardware purchase or Service fees); and (b) fees are due and payable in USD within 14 days from receipt of Wandelbots’ invoice. A late payment charge of 1.5% per month, or the maximum rate allowed by law (whichever is less), will be added to all overdue amounts under this Agreement. All fees are non-cancellable and non-refundable. Product Customer will have no right to any set-offs or counterclaims regarding any payments owed by it hereunder.

3.2 Taxes. All fees are exclusive of, and Product Customer is solely responsible for payment of, all applicable value-added, sales, use, right of use and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Wandelbots’ net income) arising from the transactions hereunder.

3.3 Expenses. To the extent Wandelbots provides any on-site Services to Product Customer, Product Customer will reimburse Wandelbots’ reasonable travel and related expenses, at actual costs.

4. Term and Termination.

4.1 Term; Renewal. The Agreement will take effect on the Effective Date and will continue for the initial term indicated in the Order (the “**Initial Term**”). Unless otherwise expressly stated in the Order, after the Initial Term the subscription will automatically renew for successive one (1) year periods (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) at Wandelbots’ then-current rates unless either party provides written notice of non-renewal at least 90 days prior to the end of the then-current term.

4.2 Termination. Either party may terminate this Agreement immediately for cause if the other party materially breaches this Agreement and does not cure such breach within 30 days from receipt of written notice thereof. Termination of this Agreement is without prejudice to any other remedies that may be available to the terminating party.



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4.3 Suspension. Wandelbots may suspend Product Customer's access to the Platform if Product Customer: (i) materially breaches any obligations hereunder (including non-payment); or (ii) Wandelbots determines in good faith that such suspension is necessary to avoid possible harm to Wandelbots', Product Customer's, or any third party's property, systems, or information. Wandelbots will notify Product Customer of the suspension and reason therefor as soon as commercially practicable, and to restore service as soon as commercially practicable once the underlying issue is resolved.

4.4 Effect of Termination. Upon the expiration or termination of this Agreement: (a) Product Customer's right to access the Platform will immediately end; (b) Product Customer will return all Hardware (other than Hardware that was purchased and for which Wandelbots has received all amounts owed) to Wandelbots within 30 days; and (c) Product Customer will promptly destroy all copies of Documentation in its possession or control. Wandelbots will have no obligation to retain any Product Customer Data after the effective date of expiration or termination. The provisions of Sections 2.3, 2.4, 2.7(a), 2.9, 4.4, 5.3, and 6 through 9 of these Terms will survive the expiration or termination of this Agreement. Termination or expiration of this Agreement will not affect any already-accrued obligations or liabilities.

5. **Warranty and Disclaimers.**

5.1 Mutual Warranties. Each party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization and has full power and authority under applicable laws, rules or regulations to enter into and perform its obligations and engage in the activities contemplated under this Agreement; (b) its entry into this Agreement and performance hereunder does not and will not conflict with or violate any agreement or obligation it has to any third party; and (c) it is not on any list of sanctioned persons or similar classification that would restrict the other party's ability to legally transact with it hereunder.

5.2 Warranty. Wandelbots represents and warrants that: (i) the Platform will perform in material conformance with its Documentation; (ii) for a period of 90 days from delivery, any Hardware will perform in material conformance with its Documentation; and (iii) it will provide Services in a professional and workmanlike manner. For any breach of such warranty, Wandelbots' sole obligation and Product Customer's exclusive remedy will be for Wandelbots to promptly (and at no charge) repair or replace the affected Platform or Hardware components or re-perform the applicable Services. If in Wandelbots' discretion the foregoing is not commercially feasible, it may instead terminate the affected Order and refund any unused, prepaid fees. These warranties will not apply to any non-conformance caused by Product Customer's misuse or modification of the Platform, Hardware, or Services or any failures or problems in Product Customer's Robots or its other equipment, networks, and systems (including any failure to meet any minimum technical specifications described in the Documentation). Notwithstanding Section 5.2(ii) above, to the extent the Hardware is a third-party device resold or rented by Wandelbots, Wandelbots will not have any direct warranty obligation to Product Customer and will instead pass through to Product Customer the original manufacturer's warranty (if any, and to the extent transferable).

5.3 DISCLAIMERS. THE PLATFORM AND HARDWARE ARE INTENDED TO FACILITATE PRODUCT CUSTOMER'S PROGRAMMING OF ITS ROBOTS, BUT PRODUCT CUSTOMER REMAINS AT ALL TIMES RESPONSIBLE FOR THE INPUTS IT PROVIDES TO THE PLATFORM AND FOR MAKING ITS OWN INDEPENDENT ASSESSMENT OF ANY RESULTS OR OUTPUTS GENERATED BY THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.2, WANDELBOTS PROVIDES THE PLATFORM, HARDWARE, DOCUMENTATION, AND



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SERVICES “AS IS” AND “AS AVAILABLE” AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING ANY OF THE FOREGOING, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND DOES NOT GUARANTEE THAT THE PLATFORM, HARDWARE, DOCUMENTATION, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WANDELBOTS WILL HAVE NO LIABILITY FOR ANY THIRD-PARTY SITES OR PRODUCT CUSTOMER’S USE OF OR RELIANCE OF SUCH THIRD-PARTY SITES. WANDELBOTS DOES NOT GUARANTEE ANY PARTICULAR RESULTS FROM USE OF THE PLATFORM OR HARDWARE AND IS NOT RESPONSIBLE FOR ANY RESULTS OF PRODUCT CUSTOMER’S USE THEREOF OR FOR THE OPERATION OF PRODUCT CUSTOMER’S ROBOTS.

6. LIMITS OF LIABILITY. IN NO EVENT WILL WANDELBOTS BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY TOTAL AMOUNTS EXCEEDING THE FEES ACTUALLY PAID BY PRODUCT CUSTOMER TO WANDELBOTS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THIS PARAGRAPH WILL NOT LIMIT WANDELBOTS’ LIABILITY FOR: (1) DEATH OR PERSONAL INJURY TO THE EXTENT ARISING FROM ITS NEGLIGENCE OR WILLFUL MISCONDUCT; (2) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (3) ANY OTHER CLAIMS FOR WHICH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

7. Confidential Information.

7.1 Definition. “**Confidential Information**” means any non-public information provided by one party (“**Discloser**”) to the other party (“**Recipient**”) hereunder that is either conspicuously identified as confidential or proprietary or should be reasonably understood to be confidential based on the nature of the information or circumstances of the disclosure. Confidential Information includes information regarding a party’s technology, software, websites, pricing, customers, or other business, technical, or financial information. Confidential Information does not include information that: (a) is already known to Recipient without obligation of confidentiality prior to its disclosure by Discloser; (b) is in or enters the public domain through no wrongful act of the Recipient; (c) is or was lawfully received by Recipient from a third party without confidentiality obligations; or (d) can be established by written documentation to have been independently developed by Recipient without access to the Confidential Information.

7.2 Protection. Recipient will only use Confidential Information to perform its obligations or exercise its rights under this Agreement. Recipient will not disclose Confidential Information to any individuals or entities except for its and its Affiliates’ officers, employees, agents, and representatives who have a need to know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information, including by any of its personnel. The protections set forth herein will continue to apply to any Confidential Information disclosed during the Term for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.

7.3 Compelled Disclosure. If Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of Discloser, Recipient will, if



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legally permitted, provide Discloser with prompt written notice sufficient to allow Discloser an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then Recipient may produce only such Confidential Information as is required by the court order or governmental action.

7.4 Return or Destruction. At Discloser's request upon termination of this Agreement, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient may retain: (i) any copies required to be retained under applicable law and (ii) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.

7.5 Remedies. Each party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of this Section 7.1 through 7.5 and, accordingly, that the non-breaching party will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that party.

7.6 Additional NDA. In the event the parties have entered into an additional non-disclosure agreement ("NDA"), then the terms of such NDA shall supersede and apply in lieu of Section 7.1 through 7.5.

7.7 Publicity. Wandelbots may use Product Customer's name and logo in Product Customer lists on its website and in its presentations and marketing materials. Product Customer may rescind this permission in part or in its entirety at any time in writing.

8. Indemnification.

8.1 Indemnification By Wandelbots. Wandelbots will indemnify, defend, and hold Product Customer harmless from and against any losses, liabilities, damages, fees, costs, and expenses (including reasonably attorneys' fees) (collectively, "Losses") it may incur in connection with a third-party claim to the extent arising out of any allegation that the Platform infringes any third party's IP Rights. Wandelbots will have no obligation for any claims arising out of: (a) misuse or modification of the Platform, (b) combination of the Platform with any components not provided by Wandelbots, or (c) Product Customer Data or Wandelbots' conformance with Product Customer's specific requirements or instructions. If a third-party claim of infringement is threatened or occurs, Wandelbots may seek to mitigate damages by modifying the Platform to be non-infringing, obtaining a license for Product Customer to use the Platform, or (if neither of the foregoing are commercially feasible) terminating this Agreement and refunding to Product Customer any unused, prepaid fees. The provisions of this Section 8.1 set forth Wandelbots' exclusive liability, and Product Customer's exclusive remedy, for any third-party claims of infringement.

8.2 Indemnification By Product Customer. Product Customer will indemnify, defend, and hold Wandelbots harmless from and against any Losses it may incur in connection with a third-party claim to the extent arising out of Product Customer's use or misuse of the Platform, Hardware, Documentation, or Services, other than those claims that Wandelbots has indemnified Product Customer against under Section 8.1.

8.3 Indemnification Procedures. The party seeking indemnification hereunder will: (i) give the indemnifying party prompt written notice of the claim (provided that no delay will affect the indemnifying party's obligations except to the extent materially prejudicial to it); (ii) give the indemnifying party control of the defense and settlement of the claim; and (iii) cooperate with the indemnifying party in defending



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or settling such claim, at the indemnifying party's expense. The indemnified party will have the right to participate at its own expense in the defense and settlement of any claim. Neither party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other party without such party's prior written consent, which may not be unreasonably withheld.

9. General.

9.1 Notice. Notices will be considered properly received: (i) when delivered, if delivered in person; (ii) one business day after dispatch, if dispatched by an overnight delivery service that provides signed acknowledgment of receipt; or (iii) three business days after deposit in the U.S. Mail, if sent by certified or registered first class mail, postage prepaid, return receipt requested. Notices will be addressed to each party at the address set forth in the applicable Order. Either party may update its address for notice by providing written notice to the other party in accordance with this paragraph.

9.2 Governing Law; Mandatory Arbitration. This Agreement will be governed by the laws of the State of Delaware, without regard to its conflicts of law rules. Any dispute arising out of this Agreement will be settled exclusively through binding arbitration administered in Wilmington, Delaware by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of IP Rights or breach of confidentiality. The prevailing party in any proceeding filed hereunder will be entitled to recover its reasonable attorney's fees and costs.

9.3 Compliance. Each party will comply with all applicable laws and regulations, including without limitation any export control or anti-corruption laws or regulations. Product Customer will be responsible for promptly providing any information or cooperation necessary for Wandelbots to comply with any export control laws regarding its provision of the Hardware, Software, Documentation, and Services to Product Customer. Without limiting the generality of the foregoing, Product Customer: (a) will at all times comply with all applicable European Union, German and other applicable export control laws, customs and foreign trade regulations (the "**Foreign Trade Regulations**") in all respects with regard to the performance of this Agreement; (b) will, to the extent it is the exporter of the Platform, Hardware, or any related technology hereunder (collectively, "**Technology**"), obtain any licenses required for such export under Foreign Trade Regulations (the "**Licenses**"); (c) will, to the extent Wandelbots is the exporter of the Technology, provide all necessary information truthfully; (d) confirms that the Technology provided by Wandelbots will not be used directly or indirectly for any purpose or in any way, which contravenes Foreign Trade Regulations; (e) confirms that it is not a natural or legal person, entity or body with which the conduct of any business or transaction is restricted or prohibited by Foreign Trade Regulations (a "**Sanctioned Person**"); (f) warrants that it will immediately inform Wandelbots if it becomes a Sanctioned Person; and (g) will ensure that the Technology will not be directly or indirectly made available to a Sanctioned Person. Wandelbots has the right to suspend or terminate this Agreement at any time if Foreign Trade Regulations preclude the performance of the Agreement, in particular, if a license is not granted or Sanctioned Persons are involved in the performance of the Agreement.

9.4 Relationship. The parties are independent contractors, and nothing herein will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.



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9.5 Force Majeure. Except for payment obligations, neither party will be liable for any delays or failures to perform to the extent due to a cause beyond such party's reasonable control, which may include natural disasters or acts of God, strikes or work stoppages, acts of war or terrorism, telecommunications disruptions, pandemics or epidemics, quarantines, or other government orders.

9.6 Assignment. Neither this Agreement nor any rights or responsibilities under this Agreement may be assigned, delegated, or otherwise transferred by Product Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Wandelbots, which will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

9.7 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified or severed to the least degree necessary to remedy such invalidity.

9.8 Changes to Terms. Wandelbots may from time to time update these Terms and its other online terms and policies referenced herein, by posting updated versions on its website. Such changes will become effective 30 days from publication, provided that if Product Customer objects in writing to such changes within such period then Wandelbots may, at its discretion, either: (a) terminate this Agreement upon 30 days' prior written notice, or (b) agree that the prior version of such terms or policies will remain in effect as to Product Customer until the next renewal date.

9.9 Entire Agreement; Amendments; Waivers. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the parties regarding the subject matter. No terms included in any Product Customer PO or other such documents provided unilaterally by Product Customer will be binding upon Wandelbots. Subject to Section 9.8, no amendments, modifications or changes will be effective unless they are in a writing signed by authorized representatives of the parties. No waiver of a breach of any provision of this Agreement by either party will constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving party.

9.10 Execution. This Agreement is executed when the parties execute the Order. The Order may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.