

## Enterprise Customer Agreement

This Enterprise Customer Agreement (this “Agreement”) is between Wherobots Inc., a Delaware corporation (“Wherobots”), and \_\_\_\_\_ (“Customer”) and is effective as of \_\_\_\_\_, 2023 (the “Effective Date”).

### 1. Definitions

The following terms, when used in this Agreement will have the following meanings:

“Affiliates” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, “Control” means beneficial ownership of 50% or more of the voting power or equity in an entity.

“Confidential Information” means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

“Documentation” means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Wherobots for the Wherobots Service.

“Third-Party Product” means any applications, integrations, software, code, online services, systems, or other products not developed by Wherobots.

“Wherobots Code” means any software code provided by Wherobots to Customer for use in connection with the Wherobots Service.

“Wherobots Service” means Wherobots’ data platform for geospatial analytics and AI, which may be provided as a cloud offering.

“Order Form” means any Wherobots order form or statement of work that references this Agreement, including but not limited to the initial Order Form attached hereto as Exhibit A.

### 2. Wherobots Service

2.1. Account Registration. Customer may need to register for a Wherobots account in order to use the Wherobots Service. Account information must be accurate, current, and complete. Customer agrees to keep this information up-to-date so that Wherobots may send notices, statements, and other information by email or through Customer’s account. Customer must ensure that any user IDs, passwords, and other access credentials for the Wherobots Service are kept strictly confidential and not shared with any unauthorized person.

2.2. License to Wherobots Service. Subject to the terms and conditions of this Agreement, Wherobots hereby grants Customer a non-exclusive, non-transferrable, non-sublicensable right to access and use the Wherobots Service set forth in the corresponding Order Form for its

internal business purposes. To the extent Wherobots has provided Customer with any Wherobots Code, rights granted in this Section further include the right to install and run the relevant Wherobots Code in connection with Customer's use of the Wherobots Service. With respect to any Wherobots-hosted portions of the Wherobots Service, Wherobots make provide the Wherobots Service in accordance with the Service Level Agreement attached hereto as Exhibit B.

- 2.3. Customer Limitations. Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Wherobots Service; (b) attempt to probe, scan or test the vulnerability of the Wherobots Service, breach the security or authentication measures of the Wherobots Service without proper authorization or willfully render any part of the Wherobots Service unusable; (c) use or access the Wherobots Service to develop a product or service that is competitive with Wherobots' products or services or engage in competitive analysis or benchmarking; (d) transfer, distribute, resell, lease, license, or assign the Wherobots Service or otherwise offer the Wherobots Service on a standalone basis; or (e) otherwise use the Wherobots Service in violation of applicable law (including any export law) or outside the scope expressly permitted hereunder and in the applicable Order Form (collectively, the "License Restrictions").
- 2.4. Customer Responsibilities. Customer will (i) be responsible for all use of the Wherobots Service under its account, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Wherobots Service and notify Wherobots promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the Wherobots Service and (iii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Wherobots Service, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Wherobots will have no liability for such failure (including under any service level agreement).
- 2.5. Third-Party Products. If Customer uses Third-Party Products in connection with the Wherobots Service (such as through integrations made available by Wherobots), Customer agrees and acknowledges that Wherobots does not warrant or support Third-Party Products and disclaims all responsibility and liability for these items and their use in connection with the Wherobots Service.
- 2.6. Affiliates. Any Affiliate of Customer will have the right to enter into an Order Form executed by such Affiliate and Wherobots and this Agreement will apply to each such Order Form as if such Affiliate were a signatory to this Agreement. With respect to such Order Forms, such Affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate. Each Order Form is a separate obligation of the Customer entity that executes such Order Form, and no other Customer entity has any liability or obligation under such Order Form.
3. Fees
- 3.1. Fees. Customer will pay Wherobots the fees set forth in the applicable Order Form. Customer shall pay those amounts due and not disputed in good faith within thirty (15) days of the date of receipt of the applicable invoice, unless a specific date for payment is set forth in such Order Form, in which case payment will be due on the date specified. Except as otherwise specified

herein or in any applicable Order Form, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable.

- 3.2. Suspension; Late Payment. Wherobots may suspend access to the Wherobots Service immediately upon notice if Customer fails to pay any amounts hereunder at thirty (30) days past the applicable due date. If Wherobots has not received payment within thirty (30) days after the applicable due date, interest will accrue on past due amounts at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Wherobots.
- 3.3. Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of Wherobots. Customer will not withhold any taxes from any amounts due to Wherobots.
4. Proprietary Rights and Confidentiality
  - 4.1. Customer Data. Customer shall retain all right, title and interest to all data and information provided to Wherobots in connection with its use of the Wherobots Service ("Customer Data"). Wherobots will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Customer warrants that it has all rights necessary to provide any information, data or other materials that it provides hereunder, and to permit Wherobots to use the same as contemplated hereunder.
  - 4.2. Proprietary Rights. As between the parties, Wherobots exclusively owns all right, title and interest in and to the Wherobots Service, Wherobots Code, System Data and Wherobots' Confidential Information. "System Data" means data collected by Wherobots regarding the Wherobots Service that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Wherobots Service.
  - 4.3. Feedback. Customer may from time to time provide Wherobots suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the Wherobots Service. Wherobots will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Wherobots will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.
  - 4.4. Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such

disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section or the License Restrictions, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

## 5. Warranties and Disclaimers

- 5.1. Performance Warranty. If Customer is using the Wherobots Service through a paid subscription, Wherobots warrants that the Wherobots Service will conform in all material respects with the Documentation. In the event of a breach of the foregoing warranty, Wherobots will use commercially reasonable efforts correct the deficiency at no additional charge to Customer. The remedies set forth in this section will be Customer's sole remedy and Wherobots' sole liability for breach of such warranty.
- 5.2. DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WHEROBOTS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WHEROBOTS DOES NOT REPRESENT OR WARRANT THAT THE WHEROBOTS SERVICE WILL BE ERROR-FREE, AND WHEROBOTS EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE WHEROBOTS SERVICE. WHEROBOTS IS NOT RESPONSIBLE OR LIABLE FOR ANY PRODUCTS OR SERVICES NOT PROVIDED BY WHEROBOTS (INCLUDING ANY THIRD-PARTY PRODUCTS), AND DOES NOT GUARANTEE THE CONTINUED AVAILABILITY THEREOF OR ANY INTEGRATION THEREWITH, AND MAY CEASE MAKING ANY SUCH INTEGRATION AVAILABLE IN ITS SOLE DISCRETION.

## 6. Indemnification

- 6.1. Indemnity by Wherobots. Wherobots will defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Wherobots Service as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Wherobots) in connection with any such Claim; provided that (a) Customer will promptly notify Wherobots of such Claim, (b) Wherobots will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Wherobots may not settle any Claim without Customer's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Wherobots in connection therewith. If the use of the Wherobots Service by Customer has become, or in Wherobots' opinion is likely to become, the subject of any claim of infringement, Wherobots may at its option and expense (i) procure for Customer the right to continue using and receiving the Wherobots Service as set forth hereunder; (ii) replace or modify the Wherobots Service to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable,

terminate the applicable Order Form and provide a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. Wherobots will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the Wherobots Service by Customer not in accordance with this Agreement; (C) modification of the Wherobots Service by or on behalf of Customer; (D) Customer's Confidential Information, (E) the combination, operation or use of the Wherobots Service with other products or services where the Wherobots Service would not by itself be infringing, or (F) any failure by Customer to use a non-infringing workaround or modification that does not materially adversely affect the functionality or availability of the Wherobots Service (clauses (A) through (F), "Excluded Claims"). This Section states Wherobots' sole and exclusive liability and obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

- 6.2. Indemnification by Customer. Customer will defend Wherobots against any Claim made or brought against Wherobots by a third party arising out of the Excluded Claims, and Customer will indemnify Wherobots for any damages finally awarded against Wherobots (or any settlement approved by Customer) in connection with any such Claim; provided that (a) Wherobots will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without Wherobots' prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Wherobots of all liability) and (c) Wherobots reasonably cooperates with Customer in connection therewith.

## 7. Limitation of Liability

UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL (A) EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) WHEROBOTS BE LIABLE FOR ANY AGGREGATE DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM.

## 8. Term; Termination

- 8.1. Term. The term of this Agreement will commence on the Effective Date and continue until terminated as set forth below. The initial term of each Order Form will begin on the Order Form Effective Date of such Order Form and will continue for the subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will automatically renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- 8.2. Termination. Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. Each party may also terminate this Agreement or the applicable Order Form upon written notice in the event (a) the other party commits any material



breach of this Agreement or the applicable Order Form and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

- 8.3. Survival. Upon expiration or termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such expiration or termination will survive, including the terms and conditions relating to proprietary rights and confidentiality, technology restrictions, disclaimers, indemnification, limitations of liability and termination and the general provisions below. Upon expiration or termination of an Order Form, Customer will destroy any copies of Wherobots Code provided under such Order Form. Upon expiration or termination of this Agreement, each party will return or destroy, at the other party's option, any Confidential Information of such party in the other party's possession or control.

## 9. General

- 9.1. Export Compliance. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Wherobots Service.
- 9.2. Publicity. Customer agrees that Wherobots may refer to Customer's name and trademarks in Wherobots' marketing materials and website; however, Wherobots will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer's prior written consent (which may be by email) not to be unreasonably delayed. If Customer does not agree to Wherobots' use of Customer's name or trademark in Wherobots' marketing materials, Customer may opt-out of such use by providing written notice to Wherobots within fourteen (14) days of the date of the initial Order Form.
- 9.3. Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.
- 9.4. Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 9.5. Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

- 9.6. Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.
- 9.7. Governing Law. This Agreement will be governed by the laws of the State of Delaware, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 9.8. Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to the parties must be sent to the respective address set forth in the signature blocks below, or such other address designated pursuant to this Section.
- 9.9. Entire Agreement. This Agreement comprises the entire agreement between Customer and Wherobots with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Wherobots, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.
- 9.10. Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.
- 9.11. Government Terms. Wherobots provides the Wherobots Service, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Wherobots Service, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Wherobots Service was developed fully at private expense.

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the Effective Date.

Customer:

Wherobots:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address for Notice

Address for Notice  
Wherobots Inc.  
4250 Drinkwater Blvd.  
Suite 300  
Scottsdale, AZ 85251  
Attn: Legal



Exhibit A

Order Form

[See attached]

## Exhibit B

### Service Level Agreement

#### Availability Commitment.

The Wherobots Service hosted by Wherobots will be Available 99.5% of the time, measuredly on a calendar monthly basis (the “Availability Commitment”). “Availability” means that all material functionality of the Wherobots Service hosted by Wherobots is available to Customer for use.

Availability measures will not include downtime resulting from:

- Upgrades: Customer will receive prior notice by email of Wherobots’ upgrade windows, which will be scheduled between [5pm and midnight Pacific Time] to the extent feasible. Downtime due to upgrades will not exceed [2] hours per month.
- Pre-scheduled maintenance periods: Customer will receive at least [24 hours] prior notification by email of pre-scheduled maintenance periods. Maintenance shall be scheduled between [5pm and midnight Pacific Time]. Downtime due to pre-scheduled maintenance will not exceed [2] hours per month.
- Emergency maintenance periods: Customer will receive prior notification by email on a commercially reasonable efforts basis. These maintenance periods will involve applying critical security patches and other emergency repairs to the Wherobots infrastructure.

Wherobots will provide Customer with reports on Availability upon request.

#### Credit.

If Wherobots fails to achieve the above Availability for the Wherobots Service, Customer may claim a credit based on a monthly pro-rated amount of the annual subscription fee, as provided below.

PERCENTAGE AVAILABILITY PER MONTH	CREDIT
99.5-100.0	0%
97.0-99.49	4%
94.0-96.99	6%
92.0-93.99	10%
Below 92.0	50%

Customer will not be entitled to a credit if it is in breach of this Agreement, including its payment obligations. To receive a credit, a Customer must file a claim for such credit within five (5) days following the end of the month in which the Availability Commitment was not met by contacting Wherobots at [support@wherobots.ai](mailto:support@wherobots.ai) with a complete description of the downtime, how Customer was adversely affected, and for how long.

The credit remedy set forth in this Service Level Agreement is Customer's sole and exclusive remedy for the unavailability of the Wherobots Service.

#### Customer Support.

Wherobots live technical support business hours will start at [9:00 am Pacific Time and run until 5:00 pm Pacific Time on weekdays]. Technical support can be contacted via email at [support@wherobots.ai](mailto:support@wherobots.ai) or via shared channels in the customer communication platform.

#### Communication Channels:

EMAIL	PHONE	COMMUNICATION TOOL
<a href="mailto:support@wherobots.com">support@wherobots.com</a>		Shared Wherobots Skype/ Teams/Slack channel

Live technical support will not be available on Christmas Day (December 25) and New Year's Day (January 1). Limited technical support will be available during the hours listed above during Wherobots holidays. The current Wherobots holidays are set forth below:

- Presidents Day (third Monday of February)
- Memorial Day (last Monday of May)
- Independence Day (July 4)
- Labor Day (first Monday of September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Eve (December 24)
- New Year's Eve (December 31)
- New Year's Day (January 1)

Issues regarding the Wherobots Service ("Product Issues") are assigned a classification at the time of Customer's initial contact with Wherobots, and are classified according to the severity levels set forth below. Wherobots will initially respond in accordance with the response times applicable to Product Issues reported during Wherobots' regular service hours. Failure to contact Customer within the response time period because the Customer is unavailable (e.g., phone busy, no answer, in a meeting, or out of the office) does not constitute Wherobots' noncompliance with the response commitment. Customer shall cooperate with Wherobots to provide reproducible results for any errors reported. Wherobots' ability to provide support will depend, in some cases, on the ability of Customer's representatives to provide accurate and detailed information and to aid Wherobots in handling a Product Issue. Customer shall provide Wherobots with reasonable access to Customer's systems, premises and staff as needed to provide support.

Product Issue Classification	Response Time	Next Steps
Severity 1 Critical Business Impact: Wherobots Service is not functioning or is stopped or severely impacted so that Customer cannot reasonably continue use of Wherobots Service and no workaround is available.	One business day	Once the Product Issue is verified, Wherobots will engage development staff during Wherobots' business hours (but in no event later than 12 hours after the Product Issue is verified) until a Workaround is achieved.
Severity 2 Major Business Impact: Wherobots Service is functioning inconsistently causing significantly impaired Customer usage and productivity, such as periodic work stoppages and feature crashes	One business day	Once the Product Issue is verified, Wherobots will engage development staff during Wherobots' business hours (but in no event later than 24 hours after the Product Issue is verified) until a workaround is achieved.
Severity 3 Minor Business Impact: Wherobots Service is functioning inconsistently causing slightly impaired Customer usage and productivity but Customer can work around such inconsistency or impairment.	Two business days	Once the Product Issue is verified, Wherobots will consider a workaround, if appropriate in Wherobots' sole discretion, and Wherobots Service enhancements for such Product Issue for inclusion in a subsequent release.
Severity 4 No Business Impact: Wherobots Service is functioning consistently but Customer requests minor changes in Wherobots Service such as Documentation updates, cosmetic defects or enhancements.	Two business days	Once contact has been made with Customer, Wherobots will consider Wherobots Service enhancements for inclusion in subsequent release.

#### Exclusions.

The Availability Commitment and customer support commitments above do not apply to any downtime or error of the Wherobots Service that results from:

- Account suspension or termination due to Customer's breach of the Agreement;
- Modifications to the Client Software made by or on behalf of Customer;

- Customer's use of other than those most recent releases of the Client Software;
- Customer's failure to use any error corrections or updates thereto provided to Customer by Wherobots to address such problem;
- Disengagement of functionality of the Wherobots Service due to Customer's request;
- Force Majeure Events; or
- Customer's or its service provider's equipment, software or other technology.