



Greg Hagadorn
Aftermarket Account Manager
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Our Ref.: Proposal 172516
Date: August 15, 2024

Mr. James Burford
SHIP8 Inc.
550 Northport
Parkway Port
Wentworth, GA
31407

Dear Mr. Burford,

Dematic Corp. (hereinafter "Dematic") is pleased to present SHIP8 Inc. (hereinafter "SHIP8") this Proposal for a Remote Support and Software Maintenance Program for the Port Wentworth, GA facility for August 31, 2024-August 30, 2025. Services to be provided are outlined in the attached Proposal.

Dematic's Remote Support Program is instrumental in maximizing uptime in your facility. Our team of highly trained Controls, Software, and Mechanical Engineers stands by 24/7/365 to support your needs. The Remote Support Program features an unlimited amount of hours of telephone support for the Dematic installed solution at your facility.

Continuing our focus on best practices, Software Maintenance is an integral part of the Remote Support program. The Software Maintenance program provides assistance in keeping your installed Dematic Software version(s) current with available and applicable updates.

We wish to thank you for the opportunity to quote your requirements and hope that our service will best meet your Company's business needs. We are looking forward to a successfully implemented project with SHIP8.

Upon acceptance of this Proposal, we kindly request that you sign and date the Service Agreement where indicated and return a signed copy to us either by mail, scanned email, The signed copy shall constitute our formal agreement upon receipt.

If you have any questions, or require additional information, please feel free to contact me by phone 714-388-8803 or email at gregory.hagadorn@dematic.com.

Sincerely,

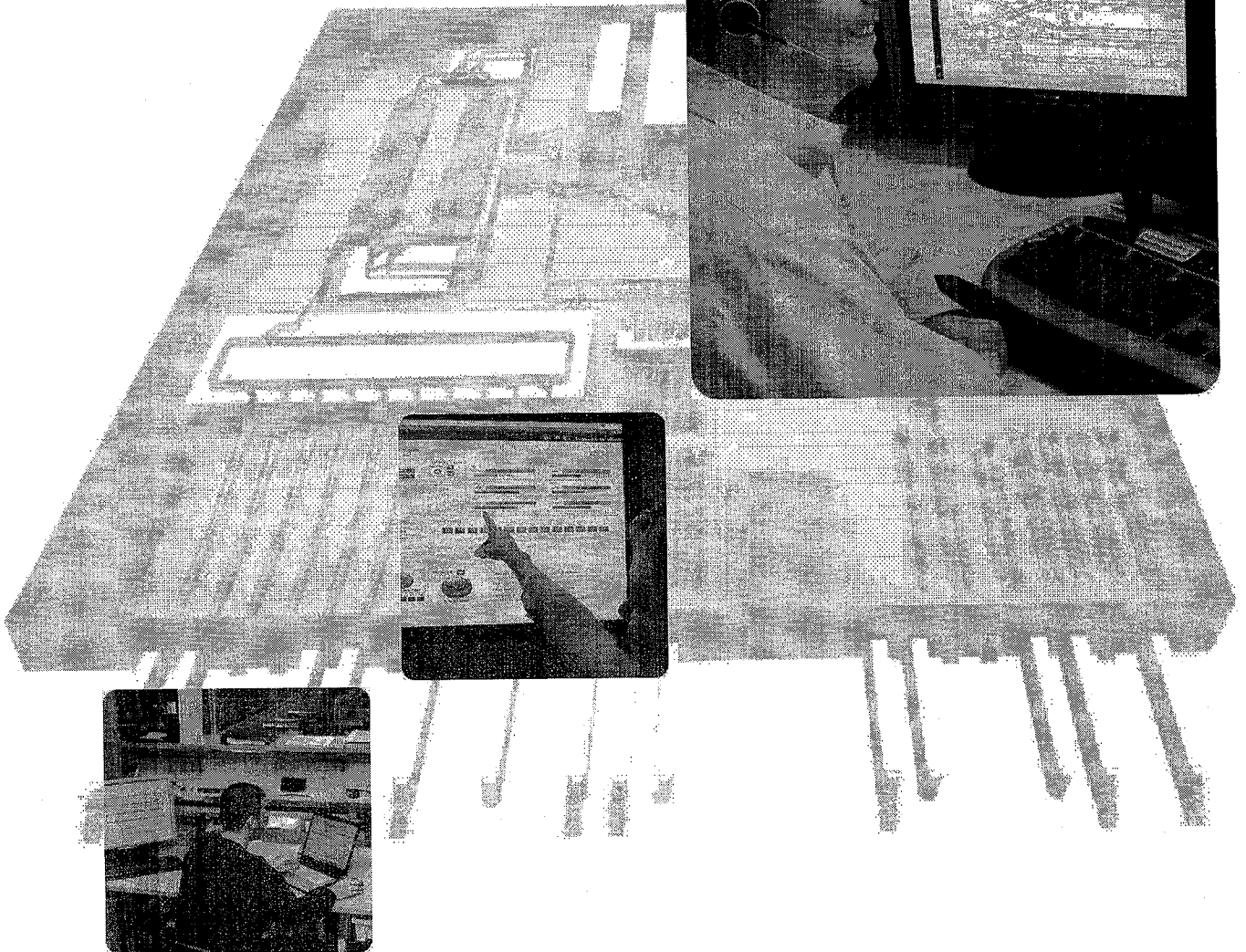
Greg Hagadorn
Aftermarket Account Manager

SHIP8 Inc.
Port Wentworth, GA

Remote Support and Software Maintenance Program

Proposal 172516

August 15, 2024



We Optimize Your Supply Chain

DEMATIC

Executive Summary

Dematic has a long history of providing comprehensive service solutions to its many customers. With thousands of systems installed worldwide, Dematic has the experience and expertise necessary to provide you with a highly efficient, cost effective, and timely Remote Support and Software Maintenance program.

Dematic has been the pioneer for Remote Technical Support in our industry. We were the first company to offer our clients 24x7x365 support provided by technical people on the very first phone call. We were the first within our industry to introduce remote monitoring, and over seventeen (17) years ago we were the first to introduce the criticality of a CRM system to support our client base.

Dematic has invested in a new platform powered by Salesforce. We believe you will find many benefits such as improved data access, greater communication and accountability, enhanced overall efficiency, and greater reportability which will provide a superior customer experience.

Remote Support and Software Maintenance Program

By utilizing the Remote Support service, you will have the support of fully trained Dematic Service personnel. Our Service department has staff specifically dedicated to providing Remote Support for system issues. We continue to add associates to our Remote Technical Support Desk representing Controls Support Specialists, Software Support Specialists, and Program Management personnel. This allows us to gain additional capacity within our support system to provide the service levels that you expect and demand. In addition, our Service Staff can draw on the large number of Mechanical, Software, and Controls Engineers throughout the company to help the SHIP8 Port Wentworth, GA facility with any Service questions, issues, or emergency needs.

Continuing our focus on best practices, the Software Maintenance program provides assistance in keeping your installed Dematic Software version(s) current with available and applicable updates.

Benefits of this Proposed Program

The Remote Support program provides the following benefits:

1. Easy access to Dematic system experts
2. Increased system reliability
3. Maximized uptime
4. Minimized overall system operating costs
5. Optimization of facility throughput

Working in conjunction with the Remote Support program, Software Maintenance provides the following benefits:

1. Implementation of Dematic software hot fixes
2. Notification and access to Dematic Software Updates, to include:
 - a. Hot fixes
 - b. Service Packs
 - c. Minor updates
3. Continued supportability of the Dematic software

Release Dates

Release Date	Description
August 15, 2024	Initial Release

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1 Title Page

Dematic Corp. (hereinafter referred to as "Dematic") with offices located at:

507 Plymouth Avenue NE.
Grand Rapids, MI 49505-6029

Submits this Proposal to:

SHIP8 Inc
(Hereinafter referred to as "Ship8")
550 Northport Parkway
Port Wentworth, GA 31407
Attn: James Burford

Services to be provided at:

Ship8
550 Northport Parkway
Port Wentworth, GA 31407
Attn: James Burford

This Proposal consists of the following:

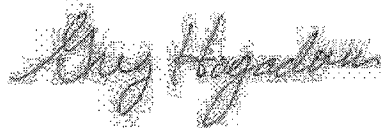
- 1. Service Agreement Number 172516, including the General Terms and Conditions – Exhibit A.
- 2. Sections 1 through 4.

If information in any document conflicts with that in another, governing priority shall be given to documents in the order listed above.

Information in this Proposal is the property of and is proprietary to Dematic and/or its subcontractors. All information in this Proposal is confidential and has been prepared for SHIP8 use solely in considering the purchase of the equipment and/or services described herein, from Dematic. SHIP8 use for any other purpose, or transmission to others of all or any part of this information, including, but not limited to, drawings, process flow diagrams, sequence of operation, and pricing, is unauthorized without Dematic's prior written consent. All Dematic specifications and drawings remain the property of Dematic and are subject to recall at any time. In the event a contract is not awarded to Dematic, this Proposal and all copies must be returned to Dematic. Dematic reserves the right to modify this Proposal as necessary to reflect any terms and conditions negotiated and included as part of a subsequent contract or purchase order.

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This Proposal is submitted by:



Aftermarket Account Manager 714-388-8803

Greg Hagadorn Title Phone

The Offer Period for this Proposal shall terminate 30 days from the date of this Proposal. Dematic may extend the Offer Period; however, the price, schedule, and other portions of this Proposal may be subject to change. Extensions of the Offer Period shall be valid only if in writing and signed by an authorized Dematic representative. This Proposal shall become binding only upon full execution of the Service Agreement by duly authorized agents of the parties, or receipt of an order from SHIP8, acceptable to Dematic.

1 Scope of Work

The following Scope of Work is intended to be comprehensive, based on Dematic's knowledge and understanding of the system. In general, SHIP8 is responsible for any scope not specifically identified in this Proposal as Dematic's responsibility.

1.1 Remote Support Program

Remote Technical Support is a cornerstone of our relationship with each client. We are available 24 hours per day, 7 days per week, 52 weeks per year, assisting our customers with questions, troubled situations, and successes. It is our honor to serve you and to be your partner.

Dematic will provide a Remote Support Program for the SHIP8 Port Wentworth, GA site.

1.1.1 Program Coverage

The following Table outlines the coverage for the Remote Support Program.

Table 1 Remote Support Program Coverage

Hours per Day:	24 hours
Days per Week:	7 days
Days per Year:	365 days
Holidays:	Included
Number of Calls per Year:	Unlimited
Amount of Usage per Year:	Unlimited
General Questions:	Included

NOTE: Remote support response time may be impacted on the following designated Dematic holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Eve. While it is our desire to maintain our standard response time for these designated holidays, it could take as much as four (4) hours for Priority Level 1 and Priority Level 2 conditions (Priority Levels described in a following section).

1.1.2 Process and Procedures

The following sections briefly explain the process and procedures that the Dematic Remote Support team follows when receiving, responding to, and resolving Customer Service issues under the Remote Support Program.

1.1.2.1 Initial Call Process

When Dematic receives a request from you for Remote Support, a Remote Support representative logs the details of the call into an issue tracking database, records the specific issue that is being reported, and provides a tracking number to you.

1.1.2.2 Call Priority Levels

After receiving and logging the call, the severity of the call is determined based on the descriptions outlined in the following Table.

Table 2 Call Priority Levels

Priority Level	Severity	Description
Priority Level 1	Critical	<ul style="list-style-type: none"> • Severe issue or system down. • The system is not operational and orders cannot be processed. A work-around is not available and immediate resolution is required. • Any failure that causes the production to cease.
Priority Level 2	High	<ul style="list-style-type: none"> • Serious issue or production impacted. • System is operational but specific order(s) cannot be processed. A work-around is not available and a resolution is required. • An integral part of your workflow, as defined in the specific site specification, is seriously impaired but does not stop production.
Priority Level 3	Moderate	<ul style="list-style-type: none"> • Non-critical issue. • System is operational but impaired. A work-around is functioning but a permanent solution is required.

Priority Level 4	Low	<ul style="list-style-type: none"> ● Informational issue or question. ● System is operational. Issue or question does not need immediate attention. ● Issue is on Hold. For example, awaiting additional information from the client. ● Questions regarding the configuration of the software, or the hardware that is used to run the software. ● Questions regarding procedures for maintaining or modifying the software within the user configurable parameters. ● Questions regarding the configuration of the server operating system. ● Questions regarding historical events logged into the Dematic call management system.
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1.1.2.3 Call Support Process

We have heavily invested in a state-of-the-art phone system and added many new features while retaining the best features of our previous system. Built-in resiliency, state-of-the-art security, centralized administration, additional voice communication solution features, advanced call routing, enhanced conference call features, enhanced reporting features, management tools, email integration, CRM integration, call recording and real-time monitoring, dashboards and statistics are just some of the many robust features of our phone system which make the user experience more effective and efficient.

Each call type is categorized by determining the nature of the problem (electrical, mechanical, software, etc.). The call is then assigned to a Remote Support representative who is qualified to troubleshoot that particular call type. For example, a software call will be assigned to a software specialist. The Remote Support representative will either directly troubleshoot the problem or, in the case of a complex issue that requires multiple skill sets (electrical, mechanical, and/or software), engage a Product Specialist to provide additional call support.

1.1.2.4 Resolution Process

In the event of a Priority Level 1 (Critical) or Priority Level 2 (High) condition, the Remote Support Representative/Engineer will continue to work on the issue until one of the following occurs:

- The issue is resolved, and the system is restored to the state it was in before the problem occurred.
- The system is no longer in a Priority Level 1 or Priority Level 2 state.

If a higher Priority Level issue is downgraded to Priority Level 3 (Moderate) or lower, the Dematic Engineer(s) will continue to work on the problem, based on the requirements of the lower Priority Level.

1.1.2.5 Technical Escalation Guidelines

The Escalation guidelines for Remote Support are as follows:

Priority Level 1 (Critical)

- Technical Response up to sixty (60) minutes
- Technical Escalation ninety (90) minutes after Technical Response
- And upon customer request

Priority Level 2 (High)

- Technical Response up to ninety (90) minutes
- Technical Escalation two (2) hours after Technical Response
- And upon customer request

Priority Level 3 (Moderate)

- Technical Response up to eight (8) hours
- Technical Escalation upon customer request, after Technical Response

Priority Level 4 (Low; General Questions)

- Technical Response up to twelve (12) hours
- Technical Escalation upon customer request, after Technical Response

1.1.2.6 Customer Contact Responsibilities

In the event of a Priority Level 1 or Priority Level 2 condition, SHIP8 will be required to designate a primary contact person (if one has not already been named). Dematic will update your Support Representative on the progress of the call and the particular escalation path (if required) being used to further resolve the issue. During this escalation process, your Support Representative may receive correspondence from, or otherwise be contacted by, additional Dematic support personnel. In all call cases, your Support Representative is responsible for call communications (such as status, updates, and resolution) with other members of your organization.

1.1.2.7 Management Escalation

The management escalation process demonstrates the importance that Dematic places on customer satisfaction, by providing a means for you to escalate the issue to the Dematic's management team whenever you believe the Remote Support services are not meeting expectations set within this agreement.

1.1.2.8 Communications

In order for Dematic to provide the best service possible, we recognize that communication between our companies is essential. The Remote Support group will provide regular communication with your designated resource. This communication may occur in the form of conference calls, emails, reports, Community Portal, and customer satisfaction surveys.

When teleconferences are requested, they are conducted by our Remote Support Manager, Project Manager and/or designee to ensure quality, timeliness, and accuracy. The discussion will concentrate on a report of the issues at your site in the past months, and review any commonality of issues within the site.

1.1.2.9 Real-time Email Notification

Real-time email notification is a feature provided by Dematic's call tracking system. When you call Dematic Remote Support to report a problem, this feature automatically sends a real-time email notification to an email address designated by you. The notification provides immediate information about the call, which allows you to escalate and respond immediately to a support event. The email notification provides the contact name, call type/category, priority, time received, and a brief description of the problem. Additional details of any event can be found in the Community Portal.

1.1.2.10 SiteView – Instant On-Site Technical Advice

When the unexpected happens you need to quickly get your system back online and running. But sometimes diagnosing the issue can be complicated, and a picture is worth a thousand words. Wouldn't it be nice to have your Dematic support team looking over your shoulder with technical advice? With Dematic SiteView, you would be able to do so.

Dematic SiteView is an application that lets us stream live video and audio from your Android or iOS device. Our remote technical support team can see what you see and hear you describe your issue or question.

With Dematic SiteView, our support team is right there with you—wherever you are and with the help you need.

NOTE: Cellular data charges may apply without a Wi-Fi network.

1.1.2.11 TechTalk – Technical Advice at your Fingertips

Text messaging is a preferred way to communicate for many of your associates. Dematic TechTalk is a powerful tool that gets you an immediate response from our Remote Technical Support Desk. Dematic TechTalk is a secure chat application for two-way conversations. Ask as many questions as you need, request clarification, and perform actionable procedures as you chat. The entire dialog is stored within Community so that you can review a complete record of the events.

NOTE: Cellular data charges may apply without a Wi-Fi network.

1.1.2.12 Community – Real-Time Information

Transparency is important to any relationship. In remote technical support, it is critical. That is why we have invested in Community. Community allows our clients to engage with our Technical Support Desk in many new ways.

You will be able to access many Data Points with our Remote Technical Support desk. Whether you would like to see call volume by month in a dashboard, graphical form, or see the details of a single call, Community will allow you to gain instant access to your history. In addition, you and your staff can comment on tickets, update contacts, monitor case escalation, and share ideas with other clients. Community will provide an enhanced user experience.

1.1.2.13 Service Level Review

To assist you in reviewing your support history and understanding the aspects of your specialized support needs, a community dashboard was developed which can be accessed in real-time. Upon request, Dematic can provide you with a report outlining key elements of your support.

1.1.2.14 Virtual Private Network (VPN) Connectivity

To facilitate delivery of Remote Support and value-add services, we will work with you to establish a secure site-to-site VPN connection for the purpose of supporting the Dematic software at the facility. This ensures access is available to any Dematic Engineer providing support.

1.2 Software Maintenance Program

Dematic will provide SHIP8 with a Software Maintenance Program for SHIP8 Port Wentworth, GA facility.

1.2.1 Program Description

The Software Maintenance program provides assistance in keeping your installed Dematic Software version(s) current with available and applicable updates. To accomplish this, Dematic maintains an internal process to communicate availability of hot fixes, service packs, and updates to our Application Engineering and Customer Service departments. This enables our Service Engineers to identify available hot fixes to address existing or potential software defects for the Dematic Software.

1.2.2 Definitions

Key terms pertinent to Software Maintenance are listed in the following Table.

Table 3 Definitions

Acronym / Term	Definition
Software Error(s)	A defective distribution media and/or a failure of the Software, Custom Software, or Third-party products(s) to function substantially in accordance with the Documentation, or with the written, mutually agreed upon specifications for Custom Software.

Hot Fix	A code update that is required to resolve a Software Error that may be applicable to one or many installations.
Service Pack (SP)	A collection of Updates, to a Software program, delivered in the form of a single installable package.
Update	A subsequent release of the Software or Documentation which Dematic generally makes available for purchasers under Maintenance Support agreements at no additional license fee other than media and handling charges, provided Purchaser has paid the Software Maintenance fees for such licenses for the relevant time period. "Update" shall not include any release, option, or future product function which Dematic licenses separately.
Upgrade	A major release or code replacement of Software that includes new functionality, enhancements, and/or improvements to an existing Software foundation, module, and/or solution.

1.2.3 Enrolled System(s)

The following Dematic Software, at the following site, will be enrolled in the Software Maintenance Program as described in this document.

Site	Dematic Software Product	Version
Port Wentworth, GA	Director IT	7.4
Port Wentworth, GA	FlexSort	4.8

2 Clarifications

The intent of this section is to provide additional information about the criteria on which this Proposal is based.

2.1 General Clarifications

Table 4 General Clarifications – Remote Support and Software Maintenance

1.	If Emergency On-Site Service is required, an Emergency On-Site Service agreement will be sent for your authorization. The agreement will outline current pricing and our scheduler will provide availability.
2.	If the Dematic Remote Support and Software Maintenance program is allowed to lapse, SHIP8 will be required to pay a Reinstatement Fee before any hot fix, service pack, or update will be made available.
3.	If SHIP8 chooses to add additional software solutions to the Dematic solution, these solutions will be subject to additional license, Remote Support and/or Software Maintenance fees.

Table 5 Exclusions and Limitations – Remote Support and Software Maintenance

1.	The Remote Support Program does not include installation of updates to third party software purchased by Dematic and provided as part of your original computer system (Windows, SQL, etc.).
2.	The Remote Support Program does not include correction of anomalies that may have been present in third party software purchased by Dematic for use in your system.
3.	The Remote Support Program does not include code changes or enhancements to the software Dematic developed for your application.

2.2 SHIP8Responsibilities

Table 6 SHIP8 to Provide – Remote Support and Software Maintenance

1.	Maintain an active support contract, with a minimum 24 x 7 Next Business Day on-site response time, for the server hardware supporting the Dematic solution. Dematic shall be authorized to work directly with the vendor for support and management of the server hardware.
2.	Perform routine system backups of the Dematic supplied software system.
3.	Maintain adequate parts inventory, as applicable.
4.	Provide properly trained, qualified personnel to operate system and to interact with Remote Support personnel during problem resolution.

Table 6 SHIP8to Provide – Remote Support and Software Maintenance

5.	Install and maintain a secure site-to-site VPN connection.
6.	<p>Sign up for the exciting tools outlined in this Proposal by visiting www.dematic.com/portal-access and completing the following steps:</p> <p>Step 1 – Portal Access Link:</p> <ul style="list-style-type: none"> ■ Go to www.dematic.com/portal-access. ■ Select “Single Site Access”. ■ You will receive an email containing your credentials from Salesforce. <p>NOTE: Please look in your SPAM or Junk Email folder, as sometimes these emails are filtered out.</p> <p>Step 2 – Once you get access:</p> <ul style="list-style-type: none"> ■ Go to http://dematic-support.force.com/support to access the Portal login.
7.	<p>SHIP8acknowledges that Dematic has made a significant investment in the recruitment, training and retention of its personnel, and that the qualifications and identities of its personnel are of both trade secret and proprietary value to Dematic. OA Logistics, its affiliates or agents shall be prohibited from soliciting for employment any Dematic personnel currently working under this agreement for SHIP8for the duration of this agreement and for a period of one (1) year after termination of this agreement unless prior written consent has been given to SHIP8by Dematic. Dematic has invested in significant training of employees and contractors regarding its technologies and application of its products.</p> <p>Violations of this provision may have an adverse impact on Dematic’s ability to complete its commitments to SHIP8and will entitle Dematic to (in addition to any other remedies including additional costs) extensions of schedule sufficient to reallocate work and deploy replacement staff notwithstanding any other contractual provisions between Dematic and SHIP8to the contrary.</p>

3 Pricing

3.1 Base Price

Pricing for the Support Program described in this Proposal is as follows.

Remote Support and Software Maintenance Program for the SHIP8 Port Wentworth, GA Facility. One (1) Year Contract from August 31, 2024-August 30, 2025 - Twelve (12) Months.	
Total Base Price	\$ 14,749.00

3.2 Pricing Notes

1. Above pricing does not include any sales, use, excise, or similar taxes – these are the responsibility of SHIP8. If SHIP8 is tax exempt, an appropriate tax exemption certificate must be provided at the time of order.
2. All prices are in U.S. dollars.
3. Unless otherwise stated in the Dematic Proposal, Dematic's price is based on utilizing non-union / non-prevailing wage labor for the services to be performed. In the event that union labor or payment of prevailing wage is required, SHIP8 will pay Dematic all additional costs (including increased labor rates) incurred by Dematic as a result of obtaining and using union labor and/or paying prevailing wages.
4. This Proposal will remain valid for thirty (30) days from the date of this Proposal. In the event this Proposal is not accepted prior to this date, the price, schedule, and other portions of this Proposal could be subject to change.

3.3 Invoicing and Payment Terms

Dematic agrees to submit invoices and SHIP8 agrees to pay invoices in accordance with the invoice and payment schedule shown below. All payments shall be made payable to the address indicated on the Dematic invoice.

A late payment charge of five one-hundredths of one percent (.05) per day (18 percent annum, based upon a 360-day year) will be added to any amount not received by Dematic on or before the invoice payment date indicated on the payment schedule. Where this rate exceeds a maximum rate permitted by applicable law, the permissible rate will apply.

Upon contract execution, the following payment terms apply:

Invoicing Terms	Payment Terms
In Full at Contract Award	Net 30 Days.

3.4 Commercial Terms

This Proposal is based on Dematic General Terms and Conditions - Exhibit A. Dematic's price is based on Dematic's standard practices, equipment, Terms and Conditions, and Warranty.

Acceptance of this Proposal or the commencement of performance of services by Dematic, shall constitute acceptance by SHIP8 of the Dematic General Terms and Conditions – Exhibit A; any additional or differing terms and conditions set forth in any communication from SHIP8 shall not be effective or binding unless assented to in writing by an authorized representative of Dematic.

3.5 ISO-9001 Registered

Dematic is registered to the ISO-9001 International Standard for Quality Management Systems.

4 Service Agreement

This Service Agreement, (hereinafter referred to as "Agreement"), made by and between SHIP8 Inc, 550 Northport Parkway, Port Wentworth, GA 31407, (hereinafter referred to as "SHIP8") and Dematic Corp., with headquarters located at 507 Plymouth Avenue, N.E., Grand Rapids, Michigan 49505, (hereinafter referred to as "Dematic"), constitutes the Agreement of the parties as follows:

1. Dematic agrees to sell to SHIP8 and SHIP8 agrees to purchase from Dematic, the services described in Dematic Proposal Number 172516, dated August 15, 2023, Sections 1 through 4, for the price set forth in the Proposal and subject to the General Terms and Conditions – Exhibit A.
2. This Agreement constitutes the entire agreement between the parties and no oral or other representation shall prevail, notwithstanding any other terms and conditions of any order submitted by OA Logistics. Any changes, modifications, or additions to this Agreement are binding and enforceable only if made in writing and signed by both parties.

Approved and Executed By:

SHIP8

Dematic Corp.

Signature

Signature

Name (please print)

Name (please print)

Title

Title

Date

Date

4.1 Dematic Terms and Conditions – Exhibit A

The Dematic Corp. (“Dematic”) Proposal and Service Agreement specifically incorporate the following General Terms and Conditions for Services. Collectively the Proposal, Service Agreement and these General Terms and Conditions for Services are referred to herein as the “Agreement” between Dematic and Customer.

1. General

1.1 Unless otherwise indicated, the price does not include any sales, use, excise, or similar taxes, and Customer shall be responsible for all such taxes, whether or not invoiced by Dematic. If taxes are included as part of the price and the rate or base of the tax is increased or decreased, Customer will pay any increased taxes, and Dematic will give credit for any tax decrease. Absent written agreement to the contrary, Dematic will pay the tax and be reimbursed by Customer. In the event Customer is exempt from such taxes or should Customer elect to pay such taxes directly to the taxing authority, then Customer will provide Dematic with a valid tax exemption certificate or similar document satisfactory in form to Dematic. In the absence of a valid tax exemption certificate or similar document satisfactory in form to Dematic, then any payment of any tax by Dematic shall be conclusive of the Customer's obligation to reimburse Dematic for same.

1.2 Any and all – including future – services of Dematic including proposals, consultations and other support services (hereinafter referred to as "Services") are solely provided on the basis of these General Terms and Conditions for Services. Terms which are in addition to or different from these General Terms and Conditions for Services, including purchase order conditions of the Customer, are not binding on Dematic and do not become a part of this Agreement, even if Dematic does not object.

1.3 Dematic warrants that it shall provide the Services described in the relevant Dematic Proposal in a workmanlike manner (the "Services Warranty").

1.4 Dematic reserves all title and copyrights to proposals, drawings and/or other documents. These documents may not be disclosed to third parties without the prior written approval of Dematic.

1.5 Dematic reserves the right to use subcontractors in the performance of any services to be performed by Dematic.

1.6 Dematic's prices and timely performance are based on all applicable laws, rules, regulations, orders, codes, standards or requirements of governmental authorities effective on the date of Dematic's Proposal. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Dematic to an equitable adjustment in the prices and any time of performance.

1.7 Unless otherwise stated in the Dematic Proposal, Dematic's price is based on utilizing non-union / non-prevailing wage labor for the services to be performed. In the event that union labor or payment of prevailing wages is required, the Customer will pay Dematic all additional costs (including increased labor rates) incurred by Dematic as a result of obtaining and using union labor and/or paying prevailing wages.

2. Delays and Schedules

2.1 If Dematic's performance is hindered, delayed, disrupted, interfered with, or prevented by changes in the work, Purchaser's acts, errors, or omissions, the acts errors or omissions of Customer's separate contractors, agents, representatives, or the employees or representatives of any of them or other force majeure events uncontrolled by Dematic (such as acts of God, casualty, labor disturbance, strikes, riots, civil disturbance, inability to obtain supplies or transportation, explosion, flood, fire, power failure, embargos, boycotts, disease or epidemic, quarantine or shelter order, governmental or military action, war, terrorism, unusual disruptions to the supply chain, delays in the delivery of essential operating materials or semi-finished products or any order modification by Customer ("Delays") then Customer agrees to reimburse Dematic for the additional costs incurred by Dematic incident to such Delays including, without limitation, the cost of labor escalations. Dematic's obligation to deliver and/or perform under the Contract is subject to the proviso that fulfillment is not prevented by the current, worldwide SARS COVID 19 crisis and/or related events that directly or indirectly affect Dematic's delivery and/or performance. In the event that Dematic is prevented from delivering and/or performing the services in the manner described above, the agreed dates shall be reasonably postponed. This shall also include necessary times for de-mobilization and mobilization of employees and suppliers, as well as sufficient self-supply of materials and raw materials. For the purposes of this project, the current global supply chain disruptions related to SARS COVID 19, including but not limited to semiconductor chip shortages and steel shortages, are included as events that may prevent Dematic from delivering or performing according to schedule and may result in a reasonable postponement of the schedule pending sufficient supply of delayed materials. In such a case, the time for performance of the services will be extended for a period at least equal to the time lost by reason of the delay, and Dematic will not be liable for any damages caused by the delay.

2.2 Schedule deadlines shall apply only on condition that all details of the order have been finalized and agreed upon by the contract start date. In particular, that all necessary documents and approvals to be obtained by the Customer have been procured in time and that, if applicable, any amount agreed as down payment has been received by Dematic per the agreed upon payment schedule. In addition to the above, if applicable, all required auxiliary personnel to be supplied by the Customer shall be made available by the order start date.

2.3 If the non-compliance with the schedule deadlines is due to Delays as defined in Section 2.1, or Customer-caused delays, the schedule deadlines will be postponed for the duration of the Delays or delay and extended proportionally plus a reasonable start-up time without liability to Dematic. Should the fulfillment of Dematic's obligations become impossible due to the Delays, Dematic may terminate the Agreement giving four (4) weeks notice to Customer, without liability to Dematic.

3. Duties of the Customer

3.1 The Customer shall make available the relevant systems specified in its service request to Dematic by the relevant agreed dates for the duration of the relevant service provision.

In the event that the systems are not provided for service work in due time, Dematic may invoice the Customer for any costs incurred as a result (e.g. for waiting periods and travel expenses of the service personnel). These shall be based on Dematic's current price list.

3.2 The Customer shall provide Dematic with information on the systems and make the associated documents available to Dematic (instructions, manuals, etc.).

3.3 The Customer shall be obligated to document all malfunctions, damage and system changes known to it and inform Dematic accordingly.

3.4 The Customer shall keep a system log. All malfunctions (dates, causes, downtimes), special findings, any technical changes implemented (where applicable) etc. shall be entered into this log. Dematic shall be entitled to inspect this system log as well as other logs of the system printer and console, at any time, in order to facilitate troubleshooting of the system.

3.5 The Customer shall provide Dematic's service personnel with detailed information as to the Customer's safety and site regulations applicable at the Customer's site as well as about any health risks, where applicable. If available, the Customer shall provide its written site regulations to Dematic's service personnel. If health risks are to be expected, the Customer shall advise Dematic of these in writing. In the event that this information requires a substantial amount of time to review, Dematic shall have the option of requesting additional remuneration on the basis of time and expenditure, based on Dematic's current rates.

3.6 The Customer shall be responsible for the disposal of replaced lubricants and parts.

3.7 The Customer shall appoint a contact in charge, who may make or procure binding decisions on behalf of the Customer. The Customer shall immediately inform Dematic in the case of a corporate name change, conversion, discontinuation of business, change of address etc.

4. Dematic's Rights and Remedies

Customer's obligation to make timely payments to Dematic in accordance with the terms of the Agreement is a material term of the Agreement. If Customer either: (a) fails to pay the purchase price, or any installment thereof, within ten (10) days after it is due; or (b) defaults in the performance of any of its other obligations under the Agreement and such default continues for five (5) days after Dematic gives Customer written notice thereof, Dematic shall have the right to (i) suspend performance of its obligations under the Agreement until the default is cured; (ii) terminate the Agreement and recover for all Services performed plus anticipated profits on the remaining work and other damages as may be allowed under applicable law and the terms of the Agreement, and/or (iii) exercise any other right or remedy provided for in the Agreement, or available to Dematic under applicable law.

5. Customer's Rights and Remedies

5.1 Any failure of the Services to conform to the Services Warranty is referred to herein as a "Warranty Defect".

5.2 Dematic's obligations under the Services Warranty are conditioned upon receipt by Dematic of prompt written notice of the claimed Warranty Defect, including a description of the Warranty Defect and its discovery, and (where applicable) the opportunity for Dematic to inspect in Customer's facility the Services claimed to be defective.

5.3 Dematic is entitled to demand the reimbursement of its expenses incurred in responding to claims of defect that are not reasonably supported.

5.4 For Services purchased on a term basis, the Warranty Period is defined as the length of the applicable term. For any other Service, the Warranty Period shall be ninety (90) days from completion of the applicable Service. **5.5** In the event of a Warranty Defect for which Customer has timely and properly given notice pursuant to Section 5.2, Dematic shall re-perform the Services that were not performed in accordance with the Services Warranty, subject to a cost limitation of the total amount paid to Dematic for the Services. Dematic's Service Warranty does not cover insignificant deviations from the agreed services specification, insignificant impairment of usability, natural wear and tear or damages to equipment from improper or negligent handling, excessive strain, unsuitable operating materials, defective construction works, inappropriate construction grounds or from particular external influences (e.g. chemical, electro-chemical or electrical as well as temperature and atmospheric influences) not assumed under the Agreement, as well as non-reproducible software errors. In addition, the warranty does not cover modifications or repairs carried out by the Customer or by third parties. Dematic's Service Warranty with respect to any re-performed Services shall terminate on the date that the warranty would terminate under Section 5.2 and 5.4 as to any Services not subject to a claim of a Warranty Defect.

5.6 DEMATIC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN SECTION 5. DEMATIC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.7 If Dematic provides Software, Custom Software or Professional Services (as defined in the SLS Terms) under the Agreement, the applicable warranty terms and the Warranty Period therefor shall be as set forth in the SLS Terms.

6. Indemnification

6.1 For injuries to person or property, Dematic will indemnify and hold Customer harmless from and against claims, losses, expenses (including reasonable attorney fees) which arose from the negligent acts or omissions of Dematic, its officers, agents, employees or subcontractors relating to the services provided under the Agreement.

6.2 Customer will indemnify and hold Dematic its successors and assigns, parents, subsidiaries, affiliated companies, directors, officers, agents and employees harmless from and against loss, damage, liability, suit claim, demand, cost and expenses (including reasonable attorneys' fees) resulting from the negligent acts or omissions of Customer, its officers, agents, employees or subcontractors.

7. Limitation of Remedies and Warranties

THIS AGREEMENT SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT IN OR NON-CONFORMITY OF ANY GOODS OR SERVICES AND FOR ANY NEGLIGENT DESIGN, MANUFACTURE, OR INSTALLATION SERVICE OR MAINTENANCE OF THE GOODS, AND FOR ANY BREACH OF THE AGREEMENT BY DEMATIC. IN NO EVENT SHALL DEMATIC BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, LOSS OF PRODUCTION, RENTAL EXPENSE, LOSS OF INCOME, LOSS OF FINANCING, LOSS OF BUSINESS, LOSS OF REPUTATION, INSOLVENCY, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. DEMATIC'S MAXIMUM CUMULATIVE LIABILITY UNDER THE AGREEMENT FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES OR LIABILITIES OR THE LIKE OF ANY KIND SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNTS PAID TO DEMATIC UNDER THE AGREEMENT OR THE AGREEMENT PRICE UNDER THE AGREEMENT. CUSTOMER AND DEMATIC AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE GOVERN AND CONTROL OVER ANY REMEDIES WHICH CUSTOMER MAY HAVE IN THE AGREEMENT AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. DEMATIC MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICES, AND IN PARTICULAR DEMATIC MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. Spare Parts, Lubricants, Repairs

8.1 The agreed prices do not include spare parts, cleaning agents, lubricants or other consumables which might be consumed during the Service activities. Customer must purchase such items separately. Dematic's technicians may use Customer's existing spare parts for applicable Services. Unless the replaced part is otherwise covered by a Dematic warranty, Dematic shall not be responsible for replacing the consumed spare parts..

8.2 Any repairs not described in the Agreement will not be performed without a change order or separate contract setting forth the price and schedule for such work. .

9. Software

9.1 If Dematic provides Software or Custom Software (as defined in the SLS Terms), then the applicable license terms shall be as set forth in the SLS Terms.

9.2 Delivery of Software or Professional Services (as defined in the SLS Terms) shall be made according to the SLS Terms.

9.3 In order to perform the Services, Dematic may be required to utilize Customer's existing software and shall be entitled to use such software as reasonably necessary to accomplish the Services.

9.4

10. Contractual Term, Termination

10.1 The Agreement shall be effective until the services are completed or as otherwise provided for in Dematic's Proposal.

10.2 Both parties shall be entitled at any time to terminate the Agreement for good cause (defined below) upon written notice to the other. Termination for "good cause" shall include: (a) insolvency proceedings which have been or will be instigated with respect to the other party's assets; or (b) a material breach of this Agreement which has not been cured by the breaching party within a reasonable period of time including Customer's obligation to pay under Paragraph 4.

10.3 Notwithstanding any termination of this Agreement, Customer's obligations to pay Dematic and Customer's obligations under Paragraphs 1 and 6 shall survive such termination.

11. Confidentiality

The Agreement, any information marked as confidential and any other information (written/electronic/oral) which is of the nature that a reasonable person would understand its owner would not want it disclosed to the public will be considered to be "Confidential Information" of Dematic. Further, Confidential Information of Dematic shall also include (i) any document or data transaction between the parties, (ii) matters of a technical nature such as trade secret processes or devices, know-how,

drawings, specifications, proposals, data, formulas, software, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (iii) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and marketing concepts, plans or strategies, (iv) matters relating to project initiatives and designs, (v) matters of a human resources nature such as employment policies and practices, personnel, including individual names, address, and telephone numbers, compensation and employee benefits, and/or (vi) other information of a similar nature not generally disclosed to the public. Customer shall not disclose Confidential Information except to its employees subject to a similar confidentiality agreement, who have a need to know to perform their responsibilities. The obligations set forth herein to maintain confidentiality shall not apply to Confidential Information that: (i) Customer can document was in the public domain prior to disclosure or becomes publicly known through no fault of the Customer; (ii) Customer can document through written evidence dated prior to the date of the Agreement, was known to the Customer prior to disclosure; (iii) is disclosed to Customer by a third-party, rightfully in possession of the Confidential Information and not in violation of a confidentiality agreement with Dematic or other restriction on use; or (iv) was independently developed by Customer without the use of the Confidential Information.

12. Changes in Laws and Regulations

Dematic's prices and timely performance are based on all applicable laws, rules, regulations, orders, codes, standards or requirements of governmental authorities effective on the date of Dematic's Proposal. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Dematic to an equitable adjustment in the prices and any time of performance.

13. Miscellaneous

13.1 Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, discussions, representations or proposals made between the parties. The terms of this Agreement are expressly limited to the terms and conditions set forth herein. Any changes, modifications, or additions to the Agreement are binding and enforceable only if made in writing and signed by the respective parties. Any and all terms set forth on Customer's purchase order or otherwise proposed by Customer are hereby objected to and shall be void unless expressly agreed to in a written document signed by both parties.

13.2 Governing Law. The Agreement shall be interpreted and enforced in accordance with the substantive laws of the State of Michigan without regard to its conflicts of law principles.

13.3 Assignment. Dematic may assign any of its rights or delegate any of its duties pursuant to this Agreement and/or assign the entire Agreement to any subsidiary, affiliate, division, successor or acquirer of Dematic without the consent of Customer.

13.4 Severability. The invalidity or unenforceability of any provision of the Agreement or these General Terms and Conditions For Services shall not affect the enforceability or validity of the remaining provisions, and the Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

13.5 Nonwaiver. Failure of either party to require performance of any provision shall not affect its right to thereafter require full performance of that provision. The waiver by either party of a breach of any provision shall not constitute a waiver of any subsequent breach or nullify the effectiveness of such provision.

13.6 Captions. Captions preceding particular sections are for convenience only and are not to be construed as part of the Agreement or as a limitation of the scope of the section to which they refer.

13.7 Dispute Resolution. Disputes arising out of or relating to the Agreement shall be presented in a written notice to the other party. All disputes under the Agreement shall first be referred to the Dematic Project Manager ("Project Manager") and to Customer's personnel designated as Customer's primary contact under the Agreement or the applicable SOW ("Representative"). If the Project Manager and the Representative are unable to resolve, or do not reasonably anticipate resolving, a dispute within thirty (30) days after referral of the matter to them, then they shall submit the dispute to the Regional Management of such Party. If the Regional Management is unable to resolve, or do not reasonably anticipate resolving, a dispute within thirty (30) days after referral of the matter to them, then they shall submit the dispute to the Customer's senior level designee identified in the applicable SOW and to Dematic's Vice President of Corporate Sales. Upon receipt by Senior Management of notice of elevation, Senior Management shall negotiate in good faith to attempt to resolve such dispute within thirty (30) days. Should Senior Management be unable to resolve the dispute, then such dispute shall be subject to mediation as a condition prior to litigation or either party resorting to any other remedies allowed under the Agreement.

13.8 Ambiguities. Each party and its counsel have participated fully in the review and revision of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply.