

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into as of 12 March 2025 (the "Effective Date") by and between:

(1) Northgate Robotics Ltd, a company incorporated in England and Wales with company number 09876543, whose registered office is at 14 Foundry Lane, Sheffield S1 4QT ("Northgate"); and

(2) Halcyon Data Services GmbH, a company incorporated in Germany, registered with the commercial register of Berlin under HRB 224466, whose registered office is at Torstrasse 88, 10119 Berlin ("Halcyon").

1. SERVICES. Halcyon shall provide the data processing and hosting services described in Schedule A (Services) and Schedule B (Service Levels).

2. TERM. This Agreement commences on the Effective Date and continues for an initial term of three (3) years, renewing automatically for successive one-year periods unless either party gives ninety (90) days' written notice of non-renewal.

3. TERMINATION. Northgate may terminate this Agreement for convenience at any time on thirty (30) days' written notice. Either party may terminate immediately on written notice if the other party commits a material breach which is not remedied within fourteen (14) days.

4. CHANGE OF CONTROL. If Northgate undergoes a Change of Control (meaning any transfer of more than fifty percent (50%) of its voting shares), Halcyon may terminate this Agreement immediately upon written notice and all outstanding fees for the remainder of the then-current term shall become immediately due and payable.

5. ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party, except that Halcyon may assign to an affiliate.

6. LIABILITY. Halcyon's aggregate liability under this Agreement is capped at the fees paid in the twelve (12) months preceding the claim. NOTHING IN THIS CLAUSE LIMITS NORTHGATE'S LIABILITY, WHICH SHALL BE UNLIMITED IN RESPECT OF ANY BREACH OF CLAUSE 8.

7. GOVERNING LAW. This Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

8. CONFIDENTIALITY. Each party shall keep confidential all Confidential Information of the other party and use it solely for the purposes of this Agreement.

SIGNED for and on behalf of Northgate Robotics Ltd:

Name: Eleanor Vance

Title: Chief Executive Officer

Date: 12 March 2025

SIGNED for and on behalf of Halcyon Data Services GmbH:

Name: Jurgen Kessler

Title: Geschäftsführer

Date: 12 March 2025