Spot CARE Terms and Conditions

1. INTRODUCTION.

Congratulations on your decision to purchase "**Spot CARE**," the Boston Dynamics service plan for Spot®, our industrial quadruped robot, or Spot® payloads, software or accessories! We provide you with Spot CARE subject to the following "**Purchase Documents**":

1.1. These Spot CARE Terms and Conditions.

1.2. The purchase terms for the applicable Boston Dynamics hardware and software products (collectively, "**Products**") agreed to by the parties (collectively with these Spot CARE Terms and Conditions, the "**Terms**").

1.3. Spot CARE "**Sales Orders**" identifying the Covered Products for which you are purchasing Spot CARE, and the related price and billing instructions.

In these Terms, "**we**," "**us**," "**our**" and "**Boston Dynamics**" refer to Boston Dynamics, Inc., while "**you**," "**your**" or "**Customer**" refer to you, the person or entity specified on the Sales Order.

2. COVERED PRODUCTS. The "**Covered Products**" are the specific Products identified by model and serial number, as applicable, in a Sales Order.

3. COVERAGE TERM. The initial "**Coverage Term**" shall be the period ending 12 months after the delivery of the applicable Covered Products, except if a different term is set forth in the applicable Sales Order. Repair or replacement of any Covered Product does not extend its Coverage Term.

4. COVERED SERVICES. Your Spot CARE includes the following "**Covered Services**" for the identified Covered Products:

4.1. Defects. Repair or replace the Covered Products to address defects in material or workmanship that materially affects its operation or performance as set forth in its "User Guide," subject to the below Exclusions to Covered Services.

4.2. Accidents. Repair of the Covered Products to address accidental damage that materially affects the Product's operation or performance as set forth in its User Guide, subject to the Exclusions to Covered Services.

4.3. Government Public Safety Incidents. Repair of a government entity's Covered Products, where possible, to address damage sustained during a law enforcement or other public safety incident response ("**Incident Response**") that materially affects the Product's operation or performance as set forth in its User Guide, subject to the Exclusions to Covered Services, except where any such Exclusions to Covered Services is an unavoidable result of the Incident Response.

4.4. Discount Replacements. Once per Coverage Term, discounted replacement of the Covered Products to address irreparable damage that materially affects its operation or performance as set forth in its User Guide, subject to the Exclusions to Covered Services. No remaining Coverage Term for Covered Products replaced under this section may be applied to the replacement Products.

4.5. Hardware Reliability Upgrades. Upon receiving any Covered Product for services hereunder, we will replace or enhance hardware in accordance with the then current reliability specifications, where available.

4.6. Shipping. Roundtrip shipping for the Covered Products' repairs and replacements (U.S. domestic shipments only).

4.7. Software Updates. Software updates for the Covered Products.

4.8. Support Center. Access to the Boston Dynamics Support Center.

5. EXCLUSIONS TO COVERED SERVICES. We will not provide Covered Services for any ("**Exclusions to Covered Services**"): (i) consumable or wearable component of any Product such as foot treads, crash protection panels, carrying cases, filters; (ii) battery or battery charger; (iii) tablet controller; (iv) software not integrated into a Covered Product; or (v) Product subject to any of the following prohibited uses:

5.1. intentional damage to or abuse or misuse of the Products or operation of the Products outside of the intended uses or specifications set forth in the applicable Purchase Documents or the User Guide;

5.2. (a) intentional use of the Products to harm or intimidate any person or animal, as a weapon, or to enable any weapon, (b) use or attempted use of the Products for any illegal or ultra-hazardous purpose, (c) unstructured use of the Products in the home or "consumer" environments, or (d) use of the Products in any chemical, biohazard, ionizing irradiated or other environment that would contaminate it in a way that is not fully remediable through washing with water and mild soap, or prevent us from servicing the Products or create a health risk in doing so ("**Contaminated Equipment**");

5.3. alteration, opening, breaking or disassembly of the Products; or

5.4. modification, service, or repair of the Products without our pre-authorization or not in accordance with our instructions, except as permitted by law.

6. REPAIR OR REPLACEMENT PROCEDURE.

6.1. Claim Submission. To initiate a service or support request, please log into the Boston Dynamics Support Center (https://support.bostondynamics.com/s/) or submit an e-mail to support@bostondynamics.com ("**Service Request**"). We will, in our sole discretion, repair or replace the Covered Products.

6.2. Claims Not Covered. We are not obligated to repair or replace any Products under any Service Request not covered under Spot CARE. For any such Service Request, we may charge additional fees. We are not obligated to repair or replace any Contaminated Equipment.

7. REPAIR TIME. The expected repair time for Covered Products is 10 Business Days or less from receipt of the Product until it is fixed or replaced and ready for shipment. Business Day means every day except Saturdays, Sundays, and holidays in Massachusetts, USA.

8. SPOT CARE RENEWAL.

8.1. Renewal. Your Spot CARE may be renewed at any time prior to the expiration of the Coverage Term.

8.2. Lapsed Coverage. Boston Dynamics' agreement to provide Spot CARE for any Product that is not then subject to the Boston Dynamics standard warranty or Spot CARE coverage is contingent on our inspection of the Product. Inspection requirements will be provided at the time of order submission.