

Spot® Terms and Conditions of Sale

1. INTRODUCTION.

Congratulations on your decision to purchase Spot®, our premiere industrial quadruped robot, or Spot® payloads, software, accessories or services! We are excited to provide you with this groundbreaking technology, and do so subject to the following “Purchase Documents”:

1.1. These Spot Terms and Conditions of Sale (together with respective Sales Orders, the “Terms”).

1.2. Spot “Sales Orders” identifying the Spot robots, accessories and services (“Product”) you are purchasing, its price, delivery information and billing/shipping instructions.

1.3. Your optional “Service Plan” for Product service and maintenance coverage, as applicable.

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.

SPOT IS AN AMAZING ROBOT, BUT ITS SAFE USE DEPENDS UPON YOUR COMPLIANCE WITH ITS DOCUMENTATION. IT IS NOT INTENDED FOR IN-HOME USE OR USE NEAR CHILDREN OR OTHERS WHO MAY NOT APPRECIATE THE HAZARDS ASSOCIATED WITH ITS OPERATION, EXCEPT AS THE DOCUMENTATION PROVIDES.

FOR EU AND UK CUSTOMERS PURCHASING THE SPOT ARM: YOUR PURCHASED SPOT ARM COMPRISES PARTLY COMPLETED MACHINERY, AS DEFINED IN THE MACHINERY DIRECTIVE (2006/42/EC)(EEA/EU) OR THE SUPPLY OF MACHINERY (SAFETY) REGULATIONS 2008 (UK), AS APPLICABLE, AND YOU AGREE TO COMPLETE A CE DECLARATION OF CONFORMITY THAT SAFELY ADDRESSES YOUR INTENDED MANIPULATION APPLICATIONS BEFORE PUTTING THE SPOT ARM INTO SERVICE.

FOR CUSTOMERS PURCHASING PRODUCT FOR PUBLIC SAFETY PURPOSES: YOU AGREE TO PREPARE AND REVIEW WITH US A COMMUNICATIONS STRATEGY REGARDING PUBLIC USE OF THE PRODUCT.

2. THE BASIS OF OUR AGREEMENT.

2.1. Sale Documents. We are expressly conditioning our sale of Product to you on your acceptance of the Terms. By placing an order or paying for Product, you shall be deemed to have accepted these Terms. Any conflicting terms on any purchase order or other document are hereby rejected.

2.2. Academic Purchases. If you received an academic discount, you constitute an “Academic Purchaser,” and may only use your Product for academic purposes. You may only resell such Product to a non-academic institution (a) following your payment to us of the academic discount you received compared with the commercial price in effect at the time of your purchase, or (b) two years or more after the Product delivery.

3. PRICES AND TAXES RELATED TO YOUR PURCHASE.

3.1. Prices. We will invoice you for the Product in U.S. Dollars upon its shipment to you. You must pay each invoice in full within 30 days of the invoice date, except if otherwise agreed to in the applicable Sales Order. Notwithstanding the foregoing, we may require you to pay for Product prior to its shipment based on the results of our credit

assessment. We may adjust any price or delivery detail upon your changes to the specifications, quantities, shipping arrangements or upon a force majeure event. We may require repayment of discounts or apply cancellation charges to reduced or cancelled orders.

3.2. Taxes. List prices do not include federal, state, municipal excise, value-added, sales, use, or other such government taxes, tariffs, customs, duties or fees (“Taxes”), which will be itemized separately on your Sales Order. You are responsible for paying these Taxes, other than taxes on our net income, associated with the sale of any Product hereunder. We may increase your final price to include any Tax that we pay or are required to pay or collect. If you seek to exempt the sale of any Product from any Taxes, you must obtain all required certifications.

4. PRODUCT DELIVERY.

4.1. Shipment. We will ship the Product to your shipping address indicated on the Sales Order.

4.2. Title and Risk of Loss. Product will be shipped and title transferred upon delivery in accordance with CIP (Incoterms 2020) or as otherwise agreed on the Sales Order. If we hold or store any Product at your request or due to your inability to accept delivery, after the scheduled shipment date, you agree to reimburse our reasonable storage expenses and assume all risk of loss of the Product.

4.3. Cancellation, Rescheduling, Returns and Modifications. If you wish to change an executed Sales Order we must approve, in writing, such change prior to shipment. Within seven days of your receipt of any Product, you may return it in as-new condition, subject to a fifteen percent (15%) restocking fee. You must obtain a Return Material Authorization (RMA) from us prior to return. If we receive damaged Product, we may assess additional charges. You or we may cancel an order in the event of a force majeure, or if you become insolvent, bankrupt, have a receiver appointed, or such sale or intended use would violate any applicable law.

4.4. Separate Transactions. Each Sales Order shall constitute a separate contract. If you default on your obligations, we may decline to make further shipments. If we continue to make shipments, it will not constitute a waiver of your breach or reduce our available remedies.

5. WARRANTIES.

5.1. Our Warranty to You.

5.1.1. We warrant to you that the Product will be free from defects in material and workmanship (“Defects”) that materially affect its operation or performance (the “Warranty”) as set forth in its “User Guide” for twelve (12) months after its initial delivery to you and any period thereafter covered under any applicable Service Plan you purchase (the “Warranty Period”). You acknowledge that Spot®, as a dynamically balancing robot, may fall from time-to-time due to conditions in its operating environment, and that such falls are not considered Defects.

5.1.2. If you submit a Service Request during the Warranty Period, we will replace or repair the Product, in our sole discretion, in accordance with Section 6. Product replacement or repair does not extend the Warranty Period.

5.2. Prohibited Uses. You will void your Warranty upon any of the following “Prohibited Uses”:

5.2.1. intentional damage to or abuse or misuse of the Product or operation of the Product outside of the intended uses

or specifications set forth in the applicable Purchase Documents or the User Guide;

5.2.2. (a) intentional use of the Product to harm or intimidate any person or animal, as a weapon, or to enable any weapon, (b) use or attempted use of the Product for any illegal or ultra-hazardous purpose, (c) unstructured use of the Product in the home or "consumer" environments, or (d) to the extent we are required to service the Product, use of the Product 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 Product or create a health risk in doing so (a "Contamination");

5.2.3. alteration, opening, breaking or disassembly of the Product;

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

5.2.5. if you are an Academic Purchaser, Product use for non-academic pursuits.

5.3. Disclaimer of Warranties. Except as set forth herein, we disclaim all representations and warranties as to the condition, merchantability, non-infringement, design, operation or performance of the Product, its fitness for any particular purpose, the quality or capacity of the materials in the Product or workmanship in the Product.

6. WARRANTY SERVICE AND SERVICE PLANS.

6.1. Claim Submission. For Warranty service, please submit a "Service Request" to us as per the User Guide or Service Plan. We will, in our sole discretion, repair or replace the Product under the Warranty or applicable Service Plan.

6.2. Claims Not Covered. We are not obligated to repair or replace any Product under any Service Request not covered under the Warranty or Service Plan. For any such Service Request, we may charge additional fees. We are not obligated to repair or replace any Contaminated Product.

7. GOOD STANDING AND LAWFUL EXECUTION.

7.1. Each party represents and warrants to the other party that: (a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its registration, as applicable, and has full power and authority to enter into and perform its obligations under the Purchase Documents; (b) its execution, delivery and performance of the Purchase Documents have been duly authorized by all necessary corporate action, and are not inconsistent with its organizational documents; (c) its execution, delivery and performance of the Purchase Documents do not violate any law, do not and will not contravene any provision, or constitute a default under, any indenture, mortgage, contract, or other instrument to which it is bound, and, upon execution and delivery thereof, will constitute a legal, valid and binding agreement, enforceable in accordance with its terms; and (d) no action, including without limitation any permit or consent, in respect of or by any state, federal or other governmental authority or agency is required for it to execute, deliver, and perform under the Purchase Documents.

8. YOUR COVENANTS TO US.

8.1. No Reverse Engineering. You will not, directly or indirectly, attempt to decompile, disassemble, teardown, reverse engineer, or copy any Product or any Software.

8.2. Acceptable Use. You will not use the Product for any Prohibited Use or in violation of applicable laws, and if you do, it is at your own risk.

8.3. Contamination. You will provide written notice to us of any potential Contamination of any Product prior to our receipt or performance of any service on such Product.

8.4. Ethical Principles. You agree to use the Product in accordance with Boston Dynamics' ethical principles published at <https://www.bostondynamics.com/ethics>.

8.5. Public Safety Use. Boston Dynamics is committed to supporting positive and successful deployment of our Products. U.S. public safety and law enforcement users agree to implement a use policy for Spot and make public its provisions prior to initial Spot deliveries. The policy should address issues such as privacy, surveillance, civil rights, and weaponization. U.S. public safety and law enforcement users also agree to enroll in our basic product safety and operational training course to help ensure that personnel operating Spot in public have been suitably trained.

9. INDEMNITY AGAINST CLAIMS.

9.1. Our Indemnity. Except to the extent arising from your negligence, unlawful or willful misconduct or your use of Product beyond the requirements or specifications of any Purchase Document or the applicable User Guide, we will defend, indemnify and hold harmless you and your directors, officers, employees and agents from and against all Third Party claims, losses, liabilities (including, but not limited to, negligence, tort, breaches of statutory duties, and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including reasonable attorneys' fees) awarded to a Third Party by a court or in a settlement in connection with the above (collectively, "Claims") arising out of any alleged (a) harm to any person or property caused by your Product, but solely to the extent such injury or damage is caused exclusively by Defects in such Product, subject to the terms of Section 5; or (b) infringement or misappropriation by the Product, as delivered, of the intellectual property rights of any Third Party, except to the extent that such infringement or misappropriation arises from, for such Product, your modification, combination with other technology, use to practice any process or method or use after you have received notice of such infringement or misappropriation and we have offered a replacement, modification or credit therefor. As used herein, "Third Party" means persons or entities that aren't parties to the Purchase Documents or their affiliates. You agree (x) to promptly notify us of any Claim, (y) that we will have sole control of the defense and settlement of any Claim so long as it does not impose any admissions or liability on you, and (z) to cooperate in the defense at our expense. If any Product is the subject of a Claim under Section 9.1(b) or is likely to be the subject of such a Claim in our reasonable opinion, we have the option, but not the obligation, to either procure for you the right to continue using such Product, replace or modify such Product with non-infringing Product or require the return or disposal of such Product and refund you with a credit for such Product as depreciated. The above indemnity sets forth your sole and exclusive remedies for Claims.

9.2. Your Indemnity. Except to the extent arising from our negligence, unlawful or willful misconduct, you agree to defend, indemnify and hold harmless us and our directors, officers, employees and agents against all Third Party Claims, related to any alleged (a) injury or death to any person or property damage caused by your use of Product, including any Prohibited Use, but solely to the extent not covered under Section 9.1; (b) use of Product in breach of any applicable law; or (c) actual or alleged infringement or misappropriation of the intellectual property rights of any Third Party arising from your modification of the Product or its combination with other technology. We agree (x) to notify you of any Claim, (y) that you will have sole control of the defense and settlement of the Claim so

long as it does not impose any admissions or liability on us, and (z) to cooperate in the defense at your expense.

10. LIMITATION OF LIABILITY.

10.1. SUBJECT TO SECTION 10.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING OUT OF THE PURCHASE DOCUMENTS OR RELATED PRODUCT.

10.2. Our total liability to you for any lawsuit, claim, warranty or indemnity shall not exceed the greater of (a) the aggregate amount actually paid to us by you in the twelve months leading up to the event which gave rise to the claim, or (b) the total amount paid by you for the specific Product which gave rise to the claim.

10.3. The limitations of liability set forth in sections 10.1 and 10.2 shall not apply to any breach of sections 8.1, 8.2, or 11, but shall otherwise apply to the maximum extent permitted by law. The limitations set forth in this section shall apply even in the event of the failure of an exclusive remedy.

11. SOFTWARE LICENSE. You agree that your access to and use of any software, documentation or website provided or made available by us (the “**Software**,” including (a) the Product application program interfaces; (b) any controller applications; (c) any robot operating software; and (d) any application software), is subject to the following terms:

11.1. License Grant. Subject to your compliance with the Purchase Documents, we grant you a worldwide, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Software solely on or in connection with Product for the term set forth in the applicable Sales Order (the “License”). The License will automatically and immediately terminate, and we may disable some or all Product functionality, upon (a) intentional use of the Product to harm or intimidate any person or animal, as a weapon or to enable any weapon, (b) use or attempted use of the Product for any illegal or ultra-hazardous purpose, (c) use of the Product in the home or other “consumer” environments, or (d) use of the Product by an Academic Purchaser for non-academic pursuits.

11.2. Proprietary Rights. The Software is proprietary to us and our licensors, and protected by copyright and other intellectual property laws. You may use the Software only as specified in the Purchase Documents. You may not remove any copyright, proprietary rights or confidentiality notices included with any Software. You may not: (a) rent, lease, license, sell, sub-license, assign or transfer any Software; or (b) take any action that would place any Software in the public domain. We reserve all rights not expressly granted herein. The Product and Software may contain third party or “open source” software. We will provide attributions and terms relating to such components, along with the applicable source code, as required.

11.3. Other. If you create an account with us in connection with the use of any Product or Software, you are responsible for maintaining the confidentiality of such account and password, for restricting access to the account, and for all activities that occur under such account. To the extent that we share any beta or pre-commercial version of a Product with you, until such Product is generally released by us to the public, you agree to (a) use such Product solely for evaluation and testing purposes and (b) provide “**Feedback**” to us on the results of such evaluation and testing. You grant to us a non-exclusive, irrevocable, worldwide, royalty-free license to display, perform, copy, distribute, make, have made, make derivative works, use, sell, offer to sell, and import Feedback, without reference to you as the source.

12. LOG DATA. You acknowledge that the Product may capture performance data that we may use to address any Service Request or

to improve the performance of any Product. See our Privacy Policy at www.bostondynamics.com/privacy-policy and Spot Privacy Notice at www.bostondynamics.com/spot/privacy-notice.

13. EXPORT. You agree to comply with all applicable import and export laws, including those of the U.S.A., its Bureau of Industry and Security regulations, Department of State regulations and Office of Foreign Assets Control regulations. You agree to not export any Product or Software in violation of these laws, or enable illegal uses, including nuclear, chemical or biological weapons proliferation, or development of missile technology. See: www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list and www.treasury.gov/resource-center/sanctions/Pages/default.aspx.

14. NOTICE. Any consent, approval, demand or other notice required to be given hereunder shall be given to the applicable party in writing to the address or email address, set forth in the applicable Sales Order.

15. MISCELLANEOUS.

15.1. Governing Law. Any dispute between the parties will be governed by, construed and enforced in accordance with the laws of Massachusetts, U.S.A., excluding its rules on conflicts of laws. The parties agree to submit to the exclusive jurisdiction of the courts in Middlesex County, Massachusetts, and to waive the right to jury trial for matters stemming from any Purchase Document. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to these terms.

15.2. Waiver. Either party's failure at any time to require strict performance by the other party of any of the provisions hereof shall not waive or diminish such party's right thereafter to demand strict compliance therewith or with any other provision. Any waiver must be in writing signed by the granting party, and shall be limited to the enumerated defaults.

15.3. Provisions Severable; Headings. Should any of these terms be held by a court of competent jurisdiction to be contrary to law, that term or condition will be enforced to the maximum extent permissible, and the remaining terms and conditions will remain in full force and effect. Captions are for convenience only and shall not define or limit any of the terms.

15.4. Force Majeure. We shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay, of any of our obligations under the Purchase Documents, when such delay is due to any cause or event beyond our control, including without limitation any act of nature, pandemic, epidemic, unavailability of any supplies or sources of energy, riot, war, terrorist act, sabotage, fire, strike, labor difficulty, delay in transportation, delay in delivery or default by our vendors, or any act or omission of yours. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and you shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of ninety (90) days, either party shall have the right by notice to the other party to cancel the Sales Order for the delayed Product without further liability of any kind.

15.5. Entire Agreement. The Purchase Documents constitute the entire agreement between the parties with respect to a Product sale and supersede all previous communications, whether oral or written. They may not be supplemented or construed by any evidence of custom or course of dealing.

15.6. Amendment. The Purchase Documents may only be amended upon mutual agreement of the parties in writing, and shall bind and inure to the benefit of the parties, their permitted successors and assigns.

15.7. Counterparts. The Purchase Documents may be executed in counterparts, each of which shall be deemed an original, and all together shall constitute a single instrument. Signatures provided by electronic transmission or facsimile, or digital signatures, shall have the same force and effect as original signatures and shall be binding upon the parties.

15.8. No Agency. You and we are independent parties, and no agency, partnership, joint venture, or employee-employer relationship is created by the Purchase Documents.

15.9. Ultra-Hazardous Use. The Products purchased hereunder are not designed, intended or approved for use in ultra-hazardous activities where use or malfunction can reasonably be expected to result in severe injury, death, extensive property damage or environmental harm. All applicable certifications of compliance to any relevant safety or technical standards can be found in each Product's documentation. You represent and warrant that you will use appropriate safeguards to minimize consequences associated with your use. If you use or resell Product for ultra-hazardous uses, you do so at your own risk and agree to defend, indemnify and hold us harmless from all resultant claims, suits, damages or expenses.