

## Spot® Terms and Conditions of Lease

### 1. INTRODUCTION.

Congratulations on your decision to Lease 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:

1.1. These Spot Terms and Conditions of Lease (the “**Terms**”).

1.2. Spot “**Lease Orders**” identifying the Spot robots, accessories and services (“**Product**”) you are leasing, and the applicable price, delivery information and billing/shipping 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 Lease 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/EEA AND UK CUSTOMERS PURCHASING THE SPOT ARM:** YOUR PURCHASED SPOT ARM COMPRISES PARTLY COMPLETED MACHINERY AS DEFINED IN THE MACHINERY DIRECTIVE (2006/42/EC) AS AMENDED OR THE SUPPLY OF MACHINERY (SAFETY) REGULATIONS 2008 (UK), AS APPLICABLE, AND YOU AGREE TO COMPLETE A CONFORMITY ASSESSMENT THAT ADDRESSES YOUR INTENDED APPLICATIONS BEFORE PUTTING THE SPOT ARM INTO SERVICE.

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

**FOR CUSTOMERS PURCHASING THE SPOT RL RESEARCH API LICENSE:** YOU ACKNOWLEDGE THAT THIS API ALLOWS YOU TO PROGRAM SPOT AT THE JOINT LEVEL AND THAT SUCH PROGRAMMING MAY CAUSE THE ROBOT TO BEHAVE IN UNEXPECTED WAYS NOT CONSISTENT WITH ITS DOCUMENTATION.

**FOR CUSTOMERS PURCHASING THE WEATHER SCHEDULING SUBSCRIPTION:** YOU ACKNOWLEDGE THAT THE WEATHER SCHEDULER RELIES ON WEATHER SERVICE-PROVIDED FORECASTS WHICH ARE NOT 100% ACCURATE. TO PROTECT AGAINST UNEXPECTED WEATHER EVENTS THAT COULD CAUSE DAMAGE TO YOUR PRODUCT, USERS SHOULD REGULARLY CHECK THEIR LOCAL WEATHER CONDITIONS AND ADJUST SPOT’S SCHEDULE ACCORDINGLY.

**FOR CUSTOMERS PURCHASING THE AI VISUAL INSPECTIONS SUBSCRIPTION:** YOU ACKNOWLEDGE THAT THE AI VISUAL INSPECTIONS SOFTWARE USES A VISION-LANGUAGE MODEL, AND LIKE SIMILAR LANGUAGE MODELS, THE OUTPUT MAY NOT BE 100% ACCURATE IN EVERY CASE AND SHOULD BE INDEPENDENTLY VERIFIED BEFORE DECISIONS ARE MADE ON THE BASIS OF THAT OUTPUT.

### 2. LEASE; TITLE.

2.1. Lease of Product. We agree to lease to you, and you agree to lease from us, the Product set forth in the Lease Order, which, together with these Terms, constitute a “**Lease.**”

2.2. Title. The Product is and shall remain our sole and exclusive property. You shall have no right, title or interest in the Product except to use it, subject to the terms and conditions of the Lease.

### 3. TERM; RENT; TERMINATION.

#### 3.1. Lease Term; Rent.

3.1.1. You will pay us a rental fee in U.S. Dollars (“**Rent**”) for the Product for the entire term of a Lease (the “**Lease Term**”) in accordance with the payment schedule specified on its Lease Order.

3.1.2. Each Lease will terminate upon the earlier of (a) the end of the Lease Term; and (b) the termination of the Lease hereunder. No termination of the Lease shall affect the rights or obligations of the parties relating to any transaction or event occurring prior to the effective date of such termination.

### 4. WARRANTIES.

#### 4.1. Express Limited Warranty.

4.1.1. During the Lease Term, we warrant that the Product will be free from substantial defects in material and workmanship (“**Defects**”) that materially affect its operation or performance (the “**Warranty**”) as set forth in its “**User Guide.**”

4.1.2. If you identify a Defect and submit a Support Request (as defined below) our sole obligation, and your sole remedy, is for us to replace or repair the Product, in our sole discretion, in accordance with Section 9. If we or our authorized service provider are unable to repair or replace the Product within thirty (30) days, you or we may terminate the Lease and, in such event, you must return the Product to us in accordance with Section 7. Within thirty (30) days of our receipt of the returned Product, we will refund any unapplied advanced payment you made previously, pursuant to such terminated Lease.

4.1.3. Notwithstanding any other provision in the Lease, the Warranty does not apply to, and we make no representations or warranties whatsoever with respect to, any Product for which a claimed Defect is caused by any of the following “**Prohibited Uses**”:

4.1.3.1. 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 Lease or the User Guide;

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

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

4.1.4. Disclaimer of Warranties. EXCEPT AS SET FORTH HEREIN, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE PRODUCT, ITS FITNESS FOR ANY PARTICULAR PURPOSE,

THE QUALITY OR CAPACITY OF THE MATERIALS IN THE PRODUCT OR WORKMANSHIP IN THE PRODUCT. Except as set forth in Section 12.1 (Our Indemnity), we will not be liable to you for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by the Product or the use or maintenance thereof or the failure or operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused. Except as set forth in Section 4.1.2, no defect or unfitness of the Product shall relieve you of the obligation to pay any installment of Rent or any other obligation under the Lease.

## **5. LOSS OR DAMAGE TO PRODUCT; INSURANCE.**

5.1. Risk of Loss. From the date we deliver the Product to you until its return to us, you assume and will bear the entire risk of loss for theft, damage, destruction or other injury to the Product from any cause whatsoever, except for Defects covered by our Warranty. No such loss or damage shall reduce your obligations under the Lease which shall continue in full force and effect. In the event of Contamination (as defined below), damage to or loss of the Product (or any part thereof) as reasonably determined by us ("**Irreparable Loss**") and irrespective of payment from any insurance coverage maintained by you, but applying full credit for any such insurance payment received by us, you shall pay to us an amount equal to the sum of (a) the replacement value of the Product as of the date of the Irreparable Loss (the "**Date of Loss**"); (b) any accrued and unpaid Rent as of the Date of Loss; and (c) any other amount otherwise then due under the Lease. During the Lease Term, we will ship you replacements for the relevant Product within seven (7) days after the receipt of the residual Product for which there has been an Irreparable Loss, and all associated payments.

5.2. Insurance. You must obtain and maintain for the entire Lease Term of each Lease, commercial general liability and property insurance (or its equivalent) against loss or damage to our Product, all property (yours or others), harm, injury or loss of life associated with use of the Product.

**6. MUTUAL REPRESENTATIONS AND COVENANTS.** Each party represents and warrants to the other that throughout the Lease Term (a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its registration, duly qualified to do business in each jurisdiction where any Product is, or is to be, located, and has full corporate power and authority to hold property under lease and to enter into and perform its obligations under the Lease; (b) its execution, delivery and performance of the Lease 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 Lease do not violate any law or governmental rule, regulation, or order applicable to it, 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 of the Lease, will constitute a legal, valid and binding agreement, enforceable in accordance with its terms; and (d) no action, including, any permits or consents, 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 Lease.

## **7. YOUR REPRESENTATIONS AND COVENANTS.**

In addition to your other commitments in the Lease, you agree to:

7.1. Maintenance. Maintain the Product in good repair, condition and working order in accordance with the maintenance schedule set forth in the Lease Order or the applicable User Guide. You also agree that all repairs must be performed exclusively by us or our pre-authorized affiliate.

7.2. Taxes, Fees and Assessments. Pay when due, or reimburse, on a net after-tax basis, any sales tax, assessments, VAT, import, use, duty, tariff, property, excise or other tax or governmental charge on the lease of the Product and/or Rent.

7.3. Transportation Charges; Return of Product. Except as set forth in the Lease Order, (a) pay all shipping and delivery charges and other expenses incurred in connection with shipping the Product; (b) at the expiration or earlier termination of the Lease, unless the parties agree to renew the Lease, at your risk and expense, assemble, prepare for shipment, and immediately return each item of the Product to us at our designated location. You also agree to return the Product in good condition, repair, and working order, except for (i) ordinary wear and tear and (ii) required repairs that are covered under the Warranty and submitted pursuant to Section 9 ("**Good Condition**"). You will be responsible for all costs of repairing any returned Product to Good Condition, and we may invoice you for such costs in accordance with the Lease.

7.4. Laws, Regulations and Rules. Comply with the Lease, all applicable laws, regulations, requirements and rules, our instructions and Warranty requirements.

7.5. Marking or altering. Refrain from marking or altering the Product, or obscuring the "Boston Dynamics" name, our logos, or our other text or warnings except as per the User Guide or with our prior written consent.

7.6. No Liens. Not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind on the Product or Lease.

7.7. No Reverse Engineering. Not, directly or indirectly, attempt to decompile, disassemble, teardown, reverse engineer, copy or clone any Product, or allow any other party to attempt to do so.

7.8. No Assignment/Sublease. Not assign, sublease, sublicense or dispose of your rights or obligations under the Lease for all or any part of the Product without our prior written consent. You agree that any attempted assignment or sublease shall be null and void.

7.9. Access to Product. Permit us to inspect the Product during your business hours upon ten (10) days' prior written notice.

7.10. 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.

## **8. USE OF PRODUCT.**

8.1. You agree to permit only authorized employees, contractors, or other persons to use the Product on your behalf and only if they have been adequately trained on how to operate the Product safely. You further agree that such persons shall (a) use the Product only in accordance with the

applicable User Guide, including any specifications set forth therein, and (b) not subject the Product to abuse or misuse.

8.2. You must not use, and must ensure that the Product is not used: (a) for any Prohibited Use; (b) intentionally to harm or intimidate any person or animal, as a weapon, or to enable any weapon; (c) for any illegal or ultra-hazardous purpose; (d) for any unstructured use in the home or "consumer" environments; or (e) 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"). You must provide written notice to us promptly following any potential Contamination.

8.3. Failure to Maintain Product. If you fail to maintain the Product in accordance with the requirements of the User Guide, you agree to bear any costs of repair or replacement as determined in our reasonable discretion.

## 9. TECHNICAL SUPPORT.

9.1. Claim Submission. If you believe you have found a Defect or the Product needs maintenance, please submit a "Support Request" to us as per the User Guide. If Defects are found, we will, in our sole discretion, repair or replace the Product under the Warranty.

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

9.3. Accession. All repairs, parts, supplies, accessories, equipment, and devices furnished, affixed, or installed to or on the Product or any part or unit thereof, including any alterations permitted under a Lease Order, shall become the property of Boston Dynamics, unless otherwise mutually agreed to between the parties. Customer shall remove all Customer-owned payloads from the Product prior to returning the Product to us for repair or replacement, or at the end of the Lease Term.

**10. EVENTS OF DEFAULT.** An "Event of Default" shall occur if:

10.1. you fail to pay any installment of Rent or other payment required under the Lease when due and payable, by acceleration or otherwise, and such failure continues without cure for a period of thirty (30) days;

10.2. either party materially breaches any term, representation or warranty contained herein;

10.3. you fail to repair or replace any Product that suffers any material damage, loss, theft, Contamination or destruction, or fail to pay any amount we require under Section 5.1;

10.4. either party fails to perform or observe any other material covenant, condition or agreement herein, and such failure continues without cure for at least thirty (30) days;

10.5. you attempt to sell, sublicense, transfer, encumber, part with possession, or sublet any Product or permit a judgment or other claim to become a lien upon the Product;

10.6. either party (a) becomes insolvent or bankrupt, or ceases, becomes unable, or admits its inability, to pay its debts as they mature, or make a general assignment for the benefit of, or enter into any composition or arrangement with creditors; (b) applies for or consents to the appointment of a receiver, trustee or liquidator for its assets, or one is filed

without its consent that continues undismissed for 60 days; (c) authorizes or files a voluntary petition in bankruptcy or applies for or consents to the application of any bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium or other similar law of any jurisdiction, or similar proceedings are instituted against it without authorization, but continue undismissed for a period of 60 days;

10.7. you suffer any material adverse financial change that jeopardizes the Product; or

10.8. we receive credible information that you are actively circumventing or intend to circumvent or violate any applicable law or any material term of the Lease.

**11. REMEDIES.** Following any Event of Default by you, we may, in our sole discretion, upon ten (10) days' written notice:

11.1. cancel the Lease;

11.2. declare immediately due and payable all sums due and to become due hereunder for the full Lease Term;

11.3. with or without terminating the Lease, recover from you damages, not as a penalty, but in an amount equal to the sum of (a) any accrued and all unpaid Rent as of the date of entry of judgment in favor of us; (b) all future rentals reserved in the Lease and contracted to be paid over the unexpired term of the Lease; (c) all commercially reasonable costs and expenses incurred by us in any repossession, recovery, storage, repair, sale, re-lease or other disposition of the Product including reasonable attorneys' fees and costs incurred in connection therewith or otherwise resulting or arising from your default; and (d) the replacement value of the Product;

11.4. without notice to Customer, repossess the Product wherever found, with or without legal process (Customer agrees on demand, to assemble the Product and make it available to us at a place to be designated by us which is reasonably convenient to Boston Dynamics); or

11.5. exercise any other right or remedy that may be available to us under applicable law.

Following an Event of Default by you, you may, within ten (10) days written notice, cancel the Lease. We will refund any unapplied advanced payment you made previously, pursuant to any such terminated Lease within thirty (30) days of our receipt of all Product leased thereunder.

## 12. INDEMNITY.

12.1. 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 the Lease 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 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 actual or alleged (a) injury or harm to any person or property caused by your leased Product, but solely to the extent such injury or damage is caused exclusively by Defects in such Product, subject to the terms of Section 4; 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 Lease or their affiliates. You agree to notify us of any such Claims and that we will have sole control of the defense and settlement of any such Claims so long as such settlement does not impose any admissions or liability on you.

**12.2. 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 from and against all Third Party Claims, arising out of or in any manner related to any actual or alleged (a) injury or damage to any person (including death) or property caused by your use of Product, but solely to the extent not covered under Section 12.1; (b) use of the Product in breach of your obligations under the Lease; or (c) any actual or alleged infringement or misappropriation of the intellectual property rights of any Third Party arising from your modification of the Product or combination with other hardware or software. We agree to notify you of any such Claims and that you will have sole control of the defense and settlement of any such Claims so long as such settlement does not impose any admissions or liability on us.

### **13. LIMITATION OF LIABILITY.**

**13.1. SUBJECT TO SECTION 13.3, 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 LEASE OR RELATED PRODUCT.**

**13.2.** Our total liability to you for any lawsuit, claim, warranty or indemnity shall not exceed the aggregate amount actually paid to us by you in the twelve months leading up to the event which gave rise to the claim.

**13.3.** The limitations of liability set forth in sections 13.1 and 13.2 shall not apply to any breach of sections 7.7, 8.2 or 14, 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.

**14. 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:

**14.1. License Grant.** Subject to your compliance with the Lease, we grant you a limited, non-exclusive non-transferable, non-sublicensable license to access and use the Software solely on or in connection with leased Product during the Lease Term.

**14.2. Proprietary Rights.** The Software is proprietary to us and our licensors, and protected by copyright and other intellectual property laws. You only have the right to use the Software as specified in the Lease. You must not remove any copyright, proprietary rights or confidentiality notices included with the Software. You have no rights in or to source code or design specifications for the Software. You may not: (a) publish, rent, lease, license, sell, sub-license, assign, or transmit the Software; or (b) knowingly take any action that would cause any Software to be placed in the public domain. You must not transfer the Software or any copies thereof to any third party. You must comply with all applicable laws and regulations relating to the use of the Software. Except as

expressly provided in the Lease, you have no other rights or licenses with respect to the Software or our other intellectual property rights. We reserve all rights not expressly granted herein. The Product and Software contain or are provided with certain components subject to third party or "open source" licenses. We will provide upon request, or in connection with those licenses, attributions and terms relating to such components, along with the applicable source code.

**14.3. Other.** If you or any person properly authorized as set forth in the Lease creates 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 and for restricting access to the relevant computers, portable devices, and Product for accessing such account. You are responsible for all activities that occur under such account, including those of any designated user. 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. Customer also agrees that Boston Dynamics may retain indefinitely any Robot Technical Data provided by Customer, notwithstanding the terms of any other agreement between the parties, except for Boston Dynamics' obligation to keep information confidential. "**Robot Technical Data**" is data observed in connection with the deployment of Products hereunder, such as geometric, terrain and image information required to perform perception-guided movement and manipulation tasks.

**15. LOG DATA.** You acknowledge that the Product may capture performance and application data, and agree that we may access and use such data in perpetuity to address Support Requests or to improve the performance of Products, subject to our non-disclosure obligations to you. The processing of personal data under the Terms shall be subject to the Data Processing Addendum at <https://bostondynamics.com/wp-content/uploads/2025/12/bostondynamics-data-processing-addendum.pdf>, as applicable. See our Privacy Policy at [www.bostondynamics.com/privacy-policy](http://www.bostondynamics.com/privacy-policy) and Spot Privacy Notice at [www.bostondynamics.com/spot/privacy-notice](http://www.bostondynamics.com/spot/privacy-notice).

**16. 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](http://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](http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx). Spot complies with the U.S.A. Trade Agreements Act of 1979 ("TAA"). Spot includes ancillary or peripheral items such as remote controllers and payloads, and spare parts, which may not comply with the TAA on their own but take on Spot's TAA designation when contemporaneously sold with Spot. You agree that these items and spare parts comply with the TAA when not sold contemporaneously with Spot.

**17. FURTHER ASSURANCES.** You agree to cooperate with us for the purpose of protecting our interests in the Product, the Lease and the sums due under the Lease, including, without limitation, the execution of all Uniform Commercial Code financing statements we may require.

**18. NOTICE.** Any notices or demands required to be given herein shall be given to the parties in writing and by regular mail, email, or facsimile to the addresses, or email herein set forth, or to such other addresses or email, as the parties may hereafter substitute by written notice given in the manner prescribed in this paragraph.

**19. MISCELLANEOUS.**

19.1. Governing Law. All disputes between the parties, whether arising from the Lease itself or arising from alleged extra contractual facts prior to, during or subsequent to the formation of a Lease, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the Lease, will be governed by, construed and enforced in accordance with, the laws of Massachusetts, U.S.A., excluding its rules on conflicts of laws that would cause the application of the laws of any jurisdiction other than Massachusetts. You agree to submit to the jurisdiction of the state and/or federal courts in Suffolk County, Massachusetts. The parties hereby waive the right to trial by jury of any matters arising out of the Lease or the conduct of the relationship between the parties.

19.2. 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 the other party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

19.3. Provisions Severable. Any provision of the Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The captions in the Lease are for convenience only and shall not define or limit any of the Terms.

19.4. Survival. Upon the termination or expiration of the Lease all provisions of these Terms shall terminate, except that the following provisions shall survive such termination or expiration according to their respective terms: Sections 1, 2.2, 5, 7.2, 7.3, 11, 12, 13, 14.2, 15, 16, 17, 18 and 19.

19.5. Entire Agreement. The Lease constitutes the entire agreement between the parties. The Lease may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing.

19.6. Amendment. The Lease may not be amended except by a writing signed by each party and shall be binding upon and inure to the benefit of the parties, their permitted successors and assigns.

19.7. Counterparts. The Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Signatures provided by electronic transmission or facsimile shall have the same force and effect as original signatures and shall be binding upon the parties.

19.8. Ultra-Hazardous Use. The Products leased 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 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.