

## Orbit™ Terms and Conditions of Subscription

### 1. INTRODUCTION.

Congratulations on your decision to purchase a subscription to Orbit™ (“**Orbit**”), the Boston Dynamics robot fleet management software. We are excited to provide you this groundbreaking technology subject to these Orbit Terms and Conditions of Subscription (the “**Orbit Terms**”) and the applicable “**Sales Order**” accepted by us that identifies the Orbit “**Subscription**” which you are purchasing and the related terms of purchase (collectively, the “**Terms**”).

In these Orbit Terms, “**we**,” “**us**,” “**our**,” or “**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. SERVICES

2.1. Generally. During the Subscription Term, you may access and use Orbit in accordance with the Terms and the relevant “**Documentation**” found at <https://support.bostondynamics.com/s/orbit>.

2.2. Cloud Orbit Service Level Agreement. Our service level agreement for your cloud instance of Orbit (“**Cloud Orbit**”) is set forth in Annex 1.

2.3. Cloud Orbit Security Updates. We may update Orbit’s software version to address a high-severity bug or vulnerability.

2.4. Support. For Orbit support, please submit a “**Support Request**” to us at [support@bostondynamics.com](mailto:support@bostondynamics.com), or +1 (877) BOS-DYN1 (877-267-3961).

### 3. SUBSCRIPTION TERM AND TERMINATION.

3.1. Subscription Term. Except as otherwise set forth on the Sales Order, the initial term of the Subscription shall be 12 months after the effective date set forth in the Sales Order, and shall auto-renew for successive 12-month periods thereafter unless either party provides a written notice of termination to the other party at least 30 days prior to the end of the then current term (such initial term and all successive terms together, the “**Subscription Term**”).

3.2. Termination for Cause. In addition to any termination rights in the Sales Order, either party may terminate the Subscription: (i) with immediate effect if the other party becomes insolvent, is the subject of a petition in bankruptcy, has a receiver appointed for all or a portion of its assets, or if the Subscription violates any applicable law; or (ii) if the other party materially breaches any provision of the Terms and fails to cure such breach within 30 days of the notice of such breach.

3.3. Effect of Termination. Upon termination of the Subscription, you will immediately pay all sums due to us for the Subscription. In the event of any termination by you under Section 3.2(ii), we will refund you any unused prepaid fees within 30 days or such termination.

### 4. USE OF YOUR DATA.

You acknowledge that Orbit may capture data that we may use to address Support Requests or to improve its performance. We will handle your data in accordance with our Privacy Policy at [www.bostondynamics.com/privacy-policy](http://www.bostondynamics.com/privacy-policy), and the Terms.

### 5. USE OF ORBIT.

5.1. Acceptable Use. You agree to not: (i) tamper with Orbit’s security or our customer accounts; (ii) access Orbit data not intended for you; (iii) log into a server or account on Orbit that you are not authorized to access; or (iv) attempt to probe, scan or test the vulnerability of Orbit or to breach its security or authentication measures without proper authorization.

### 6. ORDER OF PRECEDENCE.

These Orbit Terms will take precedence over conflicting terms in any Sales Order.

**ANNEX 1  
Service Level Agreement**

Boston Dynamics will meet the following uptime commitments for Cloud Orbit:

Quarterly Uptime Percentage	Service Credit
<99% but equal to or greater than 95%	10%
<95%	20%

“**Quarterly Uptime Percentage**” means:  $((\text{the total minutes in the quarter} - \text{Downtime for that quarter}) / \text{total minutes in the quarter}) \times 100$ .

“**Downtime**” means: the total number of minutes in the quarter that Orbit is unavailable (subject to the exclusions below). Orbit is considered unavailable if you are unable to establish connection with Orbit through continuous attempts over the period of one minute. Downtime does not include scheduled downtime for maintenance and upgrades, and downtime not under the control of Boston Dynamics.

“**Service Credit**” means the percentage of the Orbit subscription fee paid for the applicable quarter to be credited to you pursuant to the terms of this Service Level Agreement.

To be eligible for a Service Credit:

1. You must submit a Support Request within 24 hours of first becoming aware of an event that impacts service availability.
2. You must submit your claim and all required information by the end of the month immediately following the quarter in which the Downtime occurred.
3. You must include all information necessary for us to validate your claim, including: (i) a detailed description of the events resulting in Downtime, including your request logs that document the errors and corroborate your claimed outage (with any confidential or sensitive information in the logs removed or replaced with asterisks); (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Downtime at the time of occurrence.
4. You must reasonably assist Boston Dynamics in investigating the cause of the Downtime and processing your claim.
5. You must be in compliance with the Terms and Documentation.

**Service Credits**

We will process claims within 45 days of receipt. If we determine that you have satisfied the customer obligations above and that none of the below limitations apply to your claim, we will grant you a Service Credit. We will apply any Service Credit to a future invoice or payment for your Subscription that experienced the Downtime. Service Credits are your sole and exclusive remedy under this Service Level Agreement.

**Limitations**

Downtime does not include, and you will not be eligible for a Service Credit for, any performance or availability issue that results from:

1. factors outside of our reasonable control, such as natural disaster, war, acts of terrorism, riots, government action, or a network or device failure at your site or between your site and Orbit;
2. services, hardware, or software provided by a third party;
3. your or any third party's (i) improper use of Orbit or (ii) failure to follow appropriate security practices; or
4. any Boston Dynamics beta product.