

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “**Agreement**”) provides the terms and conditions for the software (the “**Software**”) contained on any BrainOS® powered product provided under the “BrainOS” trademark (each, a “**Robot**”), and governs the relationship between the individual or legal entity licensing the Software under this Agreement (the “**End User**”) and Brain Corporation, a California corporation (“**Brain**”). Brain is technology partner to Kärcher North America, Inc., a Delaware corporation, including its subsidiaries and affiliates (Kärcher North America, Inc. and its subsidiaries and affiliates collectively referred to in this Agreement as “**Kärcher**”).

1. Accepting this Agreement

By the End User (a) using the Software or the Services, (b) clicking a box indicating acceptance, or (c) executing an agreement, order document, or other instrument that references this Agreement (a “**Service Document**”), the End User agrees to be bound by this Agreement’s terms and conditions. In addition, by accepting this Agreement, the End User represents that he or she has the authority to bind the End User (or its employer or other entity on whose behalf the End User is agreeing) to the terms and conditions of this Agreement. In certain circumstances, including, but not limited to, when the End User obtains a Robot from a Kärcher-authorized distributor, the support, training, and other obligations and rights of Kärcher hereunder may be delegated, in Kärcher’s sole discretion, to a Kärcher-authorized distributor, training partner, or service partner.

2. Services

During the subscription period specified in the respective Service Document for the particular Services purchased by the End User, the End User will receive such Services as set forth in the then-current applicable schedule for such Services described at <https://www.kaercher.com/us/commercial/autonomous-cleaning-equipment/kira-b-100-r-10067200/service-agreements.html> (the “**Subscription Schedule**”). The applicable Subscription Schedule shall be considered part of this Agreement and incorporated herein by reference.

3. Use of the Software and Services by the End User

The End User agrees to be responsible for the operation and use of the Services by the End User and its employees, agents, contractors, and any transferee or other entity that the End User permits to use the Robot (its “**Permittees**”). The End User and its Permittees agree to use the Robot, Software, or Services only in accordance with (where (a), (b), (c), and (d) are collectively, the “**Restrictions on Use**”): (a) this Agreement; (b) any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States, or such other country in which the End User purchases or uses the Robot); (c) the then-current user manuals, guides, and instructions provided with the Robot, in the Software, by Brain, or by Kärcher (the “**Instructions**”); and (d) the terms provided in the applicable Subscription Schedule.

4. License from Brain

- 4.1 **License Grant.** Subject to the terms of this Agreement, Brain grants the End User a royalty-free, non-sublicensable, and non-exclusive license, solely during the period when the End User has access to the Services as provided in Section 2, solely for the End User’s (and its Permittees’) Use (as defined below) of the Software in the country in which Brain or Kärcher delivered the Robot to the End User in conjunction with (a) the Robot pre-loaded with the Software that the End User acquired and (b) the Services. “**Use**” in this Section 4 means the ability to run or execute the Software through a user interface on the Robot as necessary to navigate and operate the Robot autonomously in accordance with the Restrictions on Use.
- 4.2 **Reservation of Rights.** All rights not specifically granted under this Agreement are reserved by Brain and, as applicable, Brain’s licensors. The Software is licensed, not sold. The End User is permitted to Use the Software only in accordance with the terms of, and only as expressly allowed by, this Agreement. The End User’s license confers no title or ownership in the Software and should not be construed as a sale of any rights in the Software. This Agreement also applies to any patches or updates the End User may obtain for the Software, and to the Software, on any Robot that is Used by the End User.

- 4.3 **Intellectual Property.** The End User agrees that Brain, its affiliates, and its licensors own all legal right, title, and interest in and to the Software (including any patches and updates to the Software and all copies), including any Intellectual Property Rights that subsist in the Software. “**Intellectual Property Rights**” means any and all rights under patent law, copyright law, moral rights, trade secret law, trademark law, and all other proprietary rights. Brain reserves all rights not expressly granted to the End User. Brain’s Software is protected by the copyright laws of the United States, international copyright treaties and conventions, and other laws of the country in which the End User purchases or Uses the Robot. The End User may not: (a) copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the Software or any part of the Software; (b) sell, rent, lease, license, distribute, or otherwise transfer, commercialize, offer, or provide a service with any software or device (other than the Robot as provided to the End User) incorporating the Software or any part of the Software; or (c) infringe the Software in any other manner pursuant to the copyright laws of the United States, international copyright treaties and conventions, EU copyright directives, and/or any other laws of the country in which the End User purchases or Uses the Robot.
- 4.4 **Proprietary Notices.** The End User agrees not to remove, obscure, or alter any proprietary rights notices (including patent, copyright, and trademark notices) that may be affixed to or contained within the Software or the Robot. Nothing in this Agreement gives the End User any right to any of Brain’s trade names, trademarks, service marks, logos, domain names, or parts thereof, or other distinctive brand features.

5. Confidentiality and Data

- 5.1 **Confidentiality.** “**Confidential Information**” means information that one party (“**Disclosing Party**”) discloses to the other party (“**Receiving Party**”) under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient. The Receiving Party will only use the Disclosing Party’s Confidential Information to exercise its rights and fulfill its obligations under this Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party’s Confidential Information. Notwithstanding any other provision in this Agreement, the Receiving Party may disclose the Disclosing Party’s Confidential Information: (a) to its employees, affiliates, agents, subcontractors, and professional advisors, who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5.1; (b) with the Disclosing Party’s written consent; or (c) as strictly necessary to comply with any laws or regulations, including pursuant to any requests by a judicial or governmental order or investigative demand, subpoena, or similar process, provided the Receiving Party promptly notifies the Disclosing Party prior to such disclosure unless the Receiving Party is legally prohibited from doing so. The Receiving Party will comply with the Disclosing Party’s reasonable requests to oppose disclosure of its Confidential Information.
- 5.2 **Operational Data.** As between the End User and Brain, and subject to the terms and conditions of this Agreement, the End User owns and retains all right, title, and interest in Operational Data. “**Operational Data**” means the data of the environment obtained by the sensors of a Robot during its operations and explicitly excludes all Personal Data (as defined in Section 5.3). The End User hereby grants to Brain a limited, perpetual, nonexclusive, sublicensable, transferable, irrevocable, worldwide license and right to store, use, and copy Operational Data to: (a) fulfill Brain’s obligations to the End User under this Agreement, and (b) develop and improve Software, Services, Robots, and other products and services. Except as provided in this Section 5.2, Brain shall not use Operational Data for any other purpose without the End User’s prior written consent (email being sufficient). To the extent Operational Data is aggregated and not linked to the End User, such data will not be considered Operational Data. The End User acknowledges that it is neither practical nor useful for Brain to provide Operational Data to the End User except as specified in the Subscription Schedule for the particular Services to which the End User has an active subscription.
- 5.3 **No Personal Data.** The End User acknowledges that Brain does not knowingly collect any Personal Data through the Robot, Software, or Services; provided, certain Personal Data may be collected by Brain or a third-party in the event notice is provided to a Permittee and such Permittee opts-in. “**Personal Data**” means personal data that: (a) has the meaning given to it in (i) Regulation (EU) 2016/679 of the European Parliament and of the

Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“EU GDPR”) or (ii) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force (“UK GDPR”), as applicable; and (b) would cause Brain to be subject to the EU GDPR or the UK GDPR (as applicable) as a data processor for the End User.

- 5.4 Additional Information. The End User consents to Brain’s then-current data privacy notice, described at <https://www.braincorp.com/data-privacy/>, detailing how Brain uses data collected under this Agreement. The End User may be subject to, or have, additional country or region-specific limitations, consents, responsibilities, or rights related to the collection, use, or transfer of information under this Agreement.

6. Terminating this Agreement

This Agreement will continue to apply until terminated by either the End User, Kärcher, or Brain as set out below:

- 6.1 Termination by End User. In the event that Brain has breached any provision of this Agreement and failed to cure such breach within thirty (30) days’ notice of such breach from the End User, the End User may terminate this Agreement by ceasing completely the use of the Software and the Services. The End User may be required to separately terminate the Services under terms and conditions provided in the End User’s respective Service Document executed with Brain or Kärcher.
- 6.2 Termination by Brain. To the extent permitted under any applicable law, regulation, or directive, Kärcher or Brain may, at any time, immediately terminate this Agreement with the End User if: (a) the End User has breached any provision of this Agreement and failed to cure such breach within thirty (30) days’ notice of such breach from Kärcher or Brain; or (b) Kärcher or Brain is required to do so by law. Notwithstanding this Section 6, in the event the End User makes any use of the Software, Services, or Services not expressly permitted by this Agreement, the End User’s license rights under this Agreement shall immediately and automatically be suspended, including the provision of Software or Services. When this Agreement comes to an end, all legal rights, obligations, and liabilities that the End User, Kärcher, and Brain have benefited from, been subject to (or which have accrued over time while this Agreement has been in force) or which are expressed to continue indefinitely, shall not be affected and the provisions of Section 10.4 shall continue to apply to such rights, obligations, and liabilities indefinitely.

7. Warranties

- 7.1 Warranties. Brain represents and warrants that the Software will: (a) materially conform to the then-current user manuals relating to the Software and (b) provide Services as described in the Service’s applicable Subscription Schedule as reasonably verifiable by Brain for each Robot, subject to the Restrictions on Use, during the subscription term of such Services. Upon the End User providing written notice of Brain’s breach of the preceding warranties and Brain’s failing to cure such breach within thirty (30) days of receipt of such notice, the End User’s sole remedy for Brain’s breach of this Section 7.1 for any Robot shall be termination of the Services for that Robot and a pro-rated refund of the fees paid by the End User for the remaining time of the End User’s Services subscription for such Robot. Except as expressly provided in this Section 7.1, to the fullest extent permitted under any applicable law, regulation, or directive, Brain expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability and fitness for a particular purpose.

8. Limitation of Liability

The End User expressly understands and agrees that Brain, its subsidiaries and affiliates, and its licensors shall not be liable to the End User under any theory of liability for any indirect, incidental, special, consequential, or exemplary damages arising under this Agreement that may have been incurred by the End User, whether or not Brain or its representatives have been advised of or should have been aware of the possibility of any such losses arising. In no event will the liability of Brain under this Agreement exceed five hundred thousand US dollars (\$500,000) for all claims related to or arising from the Robot(s), Autonomy Services, or Autonomy Features. Such exclusion of liability shall not apply to any injury of life or body, arising from any grossly negligent or intentional conduct of Brain, or to other mandatory statutory liability or responsibility pursuant to the applicable law, regulation, or directive in the jurisdiction in which the End User purchased the Robot.

9. Changes to this Agreement

Kärcher and Brain reserve the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions as required for safety, for compliance with laws or government regulations, and/or that do not materially impact the End User's use of the Robot (collectively referred to in this Agreement as "**Additional Terms**") on the End User's use of the Software and Services. The Additional Terms will be effective immediately and be considered incorporated into this Agreement. The End User's continued use of the Software or Services following notice, at the mailing address or email address provided to Kärcher, of any Additional Terms will be deemed to constitute the End User's acceptance of all such Additional Terms.

10. General Terms

- 10.1 Agreement Documents. Any terms (other than those explicitly recognized in this Agreement) with respect to the Software or Services in a Service Document, purchase order, vendor agreement, extended service agreement, or any other instrument are void unless agreed upon in writing by Brain, and the terms and conditions of this Agreement shall control in the event of a conflict with any such instrument to the extent not expressly overwritten. This Agreement and any other instrument that references this Agreement that is signed by the End User and Brain (together the Agreement and other instrument, the "**Agreement Documents**") constitutes the whole legal agreement between the End User and Brain and governs the End User's use of the Software or Services (excluding any services which Brain may provide to the End User under a separate written agreement), and completely replaces any prior agreements between the End User and Brain in relation to the Software and Services. The End User agrees that if Brain does not exercise or enforce any legal right or remedy which is contained in the Agreement Documents (or which Brain has the benefit of under any applicable law), this will not be taken to be a formal waiver of Brain's rights and that those rights or remedies will still be available to Brain. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the Agreement Documents is invalid, then that provision will be removed from this Agreement without affecting the rest of the Agreement Documents. The remaining provisions of the Agreement Documents will continue to be valid and enforceable. This Agreement shall also serve as the "Autonomous Navigation Software Subscription Agreement" or "SSA" or "End User License Agreement" or "EULA" as may be referenced by the Robot's user Instructions and other documents by Brain or Kärcher. Brain, Kärcher, and the End User are each independent contractors to each other with respect to the subject matter of this Agreement.
- 10.2 Export Control. The Software is subject to United States Export Laws. The End User agrees to comply with all applicable domestic and international export and re-export restrictions and regulations, including those of the jurisdiction where the Robot was delivered, and not to transfer, or authorize the transfer, of the Software or Services to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 10.3 Assignment. The rights granted in the Agreement Documents may not be assigned or transferred by the End User without the prior written approval of Brain. The End User shall not be permitted to delegate the End User's responsibilities or obligations under the Agreement Documents to any third party without Brain's prior written approval.

10.4 Arbitration. The Agreement Documents shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any claims shall be heard by a single arbitrator, unless the claim amount exceeds five hundred thousand dollars (\$500,000), in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be San Diego, California. The arbitration shall be governed by the laws of the State of California. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The standard provisions of the Commercial Rules shall apply. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. Notwithstanding the foregoing, the End User agrees that Brain shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

By signing below, the End User agrees all purchases, acquisitions, or uses, now and in the future, of any Robot, Services, and/or the Software are subject to the terms of this Agreement, and the End User warrants she or he is authorized to sign on behalf of the company referenced below. Additionally, by signing below, the End User acknowledges acceptance of this Agreement and that no addition, deletion, or modification of this Agreement by the End User shall have any effect on the terms and conditions of this Agreement or their enforceability against the End User.

By: (signature) _____

Name: (print) _____

On Behalf of: (company) _____

Address: _____

As its: (title) _____

Date: (Month/Day/Year) _____