

# END USER LICENSE AGREEMENT FOR BRAIN CORPORATION'S AUTONOMOUS NAVIGATION SOFTWARE

This End User License Agreement (this “**Agreement**”) explains the special terms of use of the Software and Autonomy Services (each as defined below), and the terms and conditions of the individual or legal entity licensing the Software under this Agreement (the “**End User**”) with Brain Corporation, a California corporation (“**Brain**”). Brain is technology partner to Tennant Company, a Minnesota corporation, including its subsidiaries (collectively referred to in this Agreement as “**Tennant**”). This Agreement governs the use of Brain’s software (the “**Software**”) contained on any BrainOS® powered robotic scrubber provided under the “Brain” or “BrainOS” trademark (each, a “**Robotic Scrubber**”).

## 1. Accepting this Agreement

By the End User (a) using the Software or the Autonomy Features, or (b) executing a subscription agreement, order document, or other instrument that references this Agreement (a “**Service Document**”), the End User agrees to be bound by the terms and conditions of this Agreement, including its limitations on access, use, transferability, warranty, and liability, for the referenced and future purchases of Robotic Scrubbers. 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 Robotic Scrubber from a Tennant-authorized distributor, the support, training, and other obligations and rights of Tennant hereunder may be delegated, in Tennant’s sole discretion, to a Tennant-authorized distributor, training partner, or service partner.

## 2. Autonomy Services

During the initial period specified in the respective Service Document, executed between the End User and Tennant, or the End User and the Tennant-authorized distributor, the End User will be provided the following services (the “**Autonomy Services**”):

- 2.1 **Autonomy Features.** With the autonomous navigation and other features of the Software (collectively, the “**Autonomy Features**”) enabled for a Robotic Scrubber, the Robotic Scrubber can clean along routes that the End User pre-configures. The End User is solely responsible for the design of all pre-configured routes. Without the Autonomy Features enabled, the Robotic Scrubber will not be able to operate autonomously but can be used in manual operation.
- 2.2 **Support Services.** Tennant will provide first level service on the End User’s Robotic Scrubber. Brain, if necessary, will provide the End User the following Software support services, as applicable: (a) cloud-connectivity for remote diagnosis of problems and support relating to the Autonomy Features; (b) Software updates for safety-critical or new software features; and (c) summary data on the usage and operation of each Robotic Scrubber. During operation, if access to cellular data is not available for a Robotic Scrubber, Brain may not be able to provide that Robotic Scrubber the applicable support services described in this Section 2.2. Furthermore, to the extent Brain provides text communication to support Autonomy Services, the End User must provide a cellular phone with cellular service to receive such text communication.

## 3. Use of the Software and Autonomy Features by the End User

The End User must comply with the usage rules established below that apply to all Robotic Scrubbers (collectively, the “**Restrictions on Use**”):

- 3.1 The End User agrees to be responsible for the operation and use of the Autonomy Features by the End User and its employees, agents, contractors, and any transferee or other entity that the End User permits to use

the Robotic Scrubber (its “**Permitees**”).

- 3.2 The End User agrees to use the Software, Autonomy Services, or Autonomy Features only for purposes that are permitted by (a) this Agreement and (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 Robotic Scrubber).
- 3.3 **Approved Uses.** The Autonomy Features allow the Robotic Scrubber to learn actions performed by an operator and later autonomously perform similar actions based on that learning. Notwithstanding the Restrictions on Use in this Section 3, the End User and its Permitees, shall only use the Robotic Scrubber and Autonomy Services to clean indoor areas and surfaces reasonably cleaned by a manual scrubber of comparable build and design to the base scrubbing unit of the Robotic Scrubber in “**Approved Environments**”. Specifically, these Approved Environments are defined as physical spaces that are monitored and designated for cleaning using industry standard practices for machinery and wet floors, including caution signage and barriers, and while a Robotic Scrubber is in autonomous mode, all drops, stairs, escalators, moving platforms, or cliffs near to the Robotic Scrubber during its operation must be guarded by a physical barrier. The End User and its Permitees, shall use the Autonomy Services only in accordance with the Robotic Scrubber’s user manuals, guides, and instructions provided in the Software (collectively, the “**Instructions**”). These Instructions may be updated, revised, or otherwise modified by Brain or Tennant. The End User will be responsible for operating, and instructing all operators of, the Robotic Scrubber how to use the Robotic Scrubber and Autonomy Services in accordance with the Instructions.
- 3.4 **Training.** Tennant shall provide training to the End User for the operation and use of the Robotic Scrubber and associated Autonomy Services. This training includes operation subject to the Restrictions on Use described in this Section 3. After the End User has completed the training for the Robotic Scrubber, the End User will be responsible for instructing all operators of the Robotic Scrubber how to use the Robotic Scrubber and Autonomy Services in accordance with the training. Tennant reserves the right to charge for additional on-site training requests.
- 3.5 **Healthcare Supplement.** Any usage of a Robotic Scrubber and Autonomy Services in a Healthcare Facility is governed by the additional terms and conditions in the EULA Healthcare Supplement available at <https://www.braincorp.com/eula-healthcare-supplement-jn76sz12/>. For clarity, a “**Healthcare Facility**” is any facility, or portion thereof, providing clinical medical services related to an individual’s health, including diagnosis and treatment of physical disease, illness, injury, or impairment.
- 3.6 **Proper Maintenance and Inspections.** The End User, as well as its Permitees, shall only use the Software and the Autonomy Features so long as the Robotic Scrubber is maintained and operated in accordance with the Robotic Scrubber’s Instructions. This maintenance and operation shall include, but not be limited to, (a) inspection of the Robotic Scrubber prior to operation to ensure, among other things, squeegees are properly positioned and cleaned, liquids are filled, and there is no obvious damage to the Robotic Scrubber and (b) maintenance and routine service at least in accordance with industry standards for manual scrubbers. All Robotic Scrubbers are to be stored in a reasonably secure location away from public access.
- 3.7 **Conduct Restrictions.** The End User, as well as its Permitees, shall not engage in any of the following conduct or activities: (a) operating a Robotic Scrubber in any manner that constitutes a prohibited use under the Robotic Scrubber’s Instructions; (b) intentionally tampering with, modifying, or damaging the Robotic Scrubber or any hardware or sensors containing or associated with the Software or the Autonomy Services; (c) installing or modifying, or attempting to install or modify, any software other than the Software on the Robotic Scrubber (except solely as otherwise permitted pursuant to any open source licenses, if any, provided to the End User by Brain, in connection with the Software licensed hereunder); (d) installing or attempting to install the Software on any hardware or device other than the Robotic Scrubber; (e) using the Software or the Autonomy Services to conduct any operation of the Robotic Scrubber beyond routine cleaning functions within an Approved Environment; or (f) attempting to deliberately damage

or undermine the legitimate operation of the Autonomy Services or the Software. The Robotic Scrubbers, Software, and Autonomy Services are not designed or intended for use in environments where any failure of the Robotic Scrubbers, Software, and Autonomy Services would reasonably likely lead directly to death, personal injury, or severe physical or property damage.

#### 4. License from Brain

- 4.1 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 Autonomy Services as provided in Section 2, solely for the End User's (and its Permittees') Use of the Software in the country in which Brain or Tennant delivered the Robotic Scrubber to the End User in conjunction with (a) the Robotic Scrubber pre-loaded with the Software that the End User acquired and (b) the Autonomy Services. "Use" in this Section 4 shall mean the ability to run or execute the Software through a user interface on the Robotic Scrubber as necessary to navigate and operate the Robotic Scrubber autonomously in an Approved Environment in accordance with Section 3.
- 4.2 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 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 Robotic Scrubber that is Used by the End User.
- 4.3 The End User agrees and acknowledges 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 Robotic Scrubber.
- 4.4 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, or offer or provide a service with any software or device (other than the Robotic Scrubber 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 Robotic Scrubber.
- 4.5 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 Robotic Scrubber. 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. Privacy and Information

To continually innovate, update, and improve Brain's products, and to provide products or services to the End User, Brain may collect data from the Software or the Robotic Scrubber, including as provided in Brain's Data Policy (available at [www.braincorporation.com/data-privacy](http://www.braincorporation.com/data-privacy), may be updated by Brain from time to time), to the extent applicable to the End User's specific situation. The End User may be subject to, or have, additional country or region-specific limitations, consents, responsibilities, or rights related to Brain's collection, use, or transfer of information under this Agreement, please visit <https://www.braincorp.com/data-protection-addendum/> for any additional terms that are applicable.

## **6. Terminating this Agreement**

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

- 6.1 In the event that Brain has breached any provision of this Agreement and failed to cure such breach within 30 days' notice of such breach from the End User, the End User may terminate this Agreement by ceasing completely the End User's use of the Software and the Autonomy Features. The End User may be required to separately terminate the Autonomy Services under terms and conditions provided in the End User's respective Service Document executed with Brain or Tennant.
- 6.2 To the extent permitted under any applicable law, regulation, or directive, Tennant 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 30 days' notice of such breach from Tennant or Brain; or (b) Tennant or Brain is required to do so by law. Notwithstanding the foregoing, in the event the End User makes any use of the Software, Autonomy Services, or Autonomy Features 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 Autonomy Services. When this Agreement comes to an end, all legal rights, obligations, and liabilities that the End User, Tennant, 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**

Brain represents and warrants that the Software will: (a) materially conform to the Robotic Scrubber's then-current user manuals; (b) provide functioning autonomous navigation as reasonably verifiable by Brain for each Robotic Scrubber, subject to the Restrictions on Use, during the subscription term of the End User's Autonomy Services; and (c) not infringe on any third -party Intellectual Property Rights by the End User's usage subject to the Restrictions on Use. Upon the End User providing written notice of Brain's breach of the preceding warranties and Brain's failing to cure such breach within 30 days of receipt of such notice, the End User's sole remedy for breach of this Section 7 for any Robotic Scrubber shall be termination of the Autonomy Services for that Robotic Scrubber and a pro-rated refund of the fees paid by the End User for the remaining time of the End User's Autonomy Services subscription for such Robotic Scrubber. Other than set forth in this Section 7, 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, fitness for a particular purpose, and non-infringement.

## **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 total aggregate liability of Brain to End User exceed five hundred thousand US dollars (\$500,000) for all claims related to or arising from the Robotic Scrubber(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 Robotic Scrubber.

## **9. Changes to this Agreement**

Tennant 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 Robotic Scrubber (collectively referred to in this Agreement as “**Additional Terms**”) on the End User’s use of the Software, Autonomy Services, or Autonomy Features. The Additional Terms will be effective immediately and incorporated into this Agreement. The End User’s continued use of the Software, Autonomy Services, or Autonomy Features following notice, at the mailing address or email address provided to Tennant, of any additional terms will be deemed to constitute the End User’s acceptance of all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by reference.

## 10. General Legal Terms

- 10.1 Any terms (other than those explicitly recognized in this Agreement) with respect to the Software, Autonomy Services, or Autonomy Features 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, Autonomy Services, and Autonomy Features (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, Autonomy Services, and Autonomy Features. 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 serve as the Autonomous Navigation Software End User License Agreement (“**EULA**”) as may be referenced by the Robotic Scrubber’s user Instructions and other documents by Brain or Tennant.
- 10.2 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 Robotic Scrubber was delivered, and not to transfer, or authorize the transfer, of the Software, Autonomy Services, or Autonomy Features to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 10.3 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 If any provision of the Agreement Documents is held to be invalid or unenforceable, the remaining provisions of the Agreement Documents remain in full force and effect.
- 10.5 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. Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$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 Robotic Scrubber 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)** \_\_\_\_\_