



## EULA APM FORM 2017

### General Terms and Conditions End User License Agreement (EULA)

These Terms and Conditions (the “**Terms and Conditions**”), together with any Quotes and Communications Guidelines attached hereto are incorporated herein by reference, shall apply to any order or purchase of the Products (as hereinafter defined), contain the parties’ entire understanding relating to the subject matter thereof, supersede all prior or contemporaneous agreements between the parties relating to such subject matter, and may only be revised, modified, or otherwise amended or changed by a writing signed by a duly authorized representative of CR, notwithstanding any different or additional terms that may be contained in any purchase order, shipping authorization, correspondence, memoranda, or other document prepared or furnished by Buyer, regardless of when prepared, dated or delivered to, or received by CR. In case of any conflicts between these Terms and Conditions and any Quotes and Communications Guidelines, the prevailing provisions shall be determined in the following order of priority: 1<sup>st</sup> priority: Quote; 2<sup>nd</sup> priority: Communications Guidelines; and 3<sup>rd</sup> priority, these Terms and Conditions.

Certain definitions of capitalized terms used herein are set forth in **Section 1**.

#### **SECTION 1 – DEFINITIONS**

As used in the Terms and Conditions, the following terms, whether used in the singular or plural, shall have the following meanings:

“**Agreement**”. These Terms and Conditions, their appendices and amendments (if any), and the Quote.

“**CR**”. ChartaCloud Robotics, LLC a New Hampshire LLC

“**SBRA**”. SoftBank Robotics America, Inc., a Delaware corporation.

“**SBRA Indemnitees**”. The meaning set forth in Section 8(ii).

“**Buyer**”. The individual or legal entity that orders or purchases the Products from SBRA.

“**Buyer Indemnitees**”. The meaning set forth in Section 8(i).

**“Claims”**. The meaning set forth in Section 8(i).

**“Confidential Information”**. The meaning set forth in Section 7.

**“Documentation”**. The operating manuals, user instructions, technical literature, and all other documents regarding the use of the Products, in any form, provided to Buyer by SBRA under this Agreement.

**“Embedded Intellectual Property”**. The Licensed Patents, Licensed Processes, Trademarks, Technical Information and New Developments that are embedded in, affixed on, and/or related to, the Products and/or Documentation.

**“Indemnitee”**. The meaning set forth in Section 8(iii).

**“Licensed Patents”**. (i) All patent (including design patents) applications of SBRA or its affiliates (including, without limitation, provisional patent applications or intended patent applications thereof), all divisions and continuations of these applications, all patents issuing from such applications, divisions, and continuations, and all reissues, reexaminations, and extensions of all such patents; and (ii) to the extent that the following contain one or more claims directed to the foregoing in (i) above: (1) all continuations in part; (2) all divisions and continuations of such continuations in part; (3) all patents issuing from such continuations in part, divisions, and continuations; (4) all priority patent application(s); (5) any reissues, reexaminations, and extensions of all such patents; and (6) all counterpart foreign and U.S. patent applications and patents.

**“Licensed Process(es)”**. Any processes which, in the course of being practiced would be within the scope of one or more claims of the Licensed Patents.

**“New Developments”**. Any future invention, discovery, modification, improvement, downgrading, alteration, update, or upgrade relating to (1) the Embedded Intellectual Property, and (2) any methods, instructions, tools and machines necessary or useful for manufacturing or publishing the foregoing .

**“Products”**. Those technological hardware products of SBRA and their related Documentation detailed on CR’s Quote.

**“Quote”**. The Quote signed by Buyer, attached hereto, and incorporated herein by reference.

**“Technical Information”**. Any information (whether protectable by any patent, copyright, or trade secret rights) of or controlled by SBRA or its affiliates, technical or otherwise, relating in whole or in part to, or useful with respect to, the Embedded Intellectual Property, and all right, title, and interest of SBRA or its affiliates in, to, and under licenses, sublicenses, or like agreements providing SBRA or its affiliates with, any right or concession to use any of the foregoing including, without limitation, all technologies, discoveries, inventions, improvements, concepts, designs, methods, processes, materials, drawings, systems, forms, technical manuals, data, manufacturing processes and practices, business methods, future products, tooling, compositions, formulae, plans, systems,

software, mask works, semi-conductor registrations, product information, trade secrets, techniques, show-how and know-how, product information, product development, and work in progress, in each of the foregoing cases, related thereto, and all documentary evidence of the foregoing, whether or not patentable or reduced to practice and whether now existing or hereafter developed or acquired and any improvements to any of the foregoing.

**“Terms and Conditions”**. The meaning set forth in the introductory paragraph.

**“Trademarks”**. Any of CR’s or SBRA’s or its affiliates’ domestic or foreign trademarks, trade names, service marks, design marks, letter marks, composite marks, logos, copyrights, brand identifiers, identifiers, insignias, art works, , “look and feel”, trade dress, or other brand elements and related intellectual property rights, and their registrations and applications, whether registered, unregistered, statutory, common law, or otherwise.

**“Communications Guidelines”**. Those external communications guidelines attached hereto and incorporated herein by reference.

## **SECTION 2 – PURPOSE**

The purpose of this Agreement is to define the terms and conditions under which CR & SBRA sells the Products to Buyer. Buyer is informed that the Products are intended exclusively to individuals and or companies with sufficient experience in handling high technology products and tools and not to the general public. In that respect, BUYER recognizes having full knowledge of the Product and its associated risks and hereby agrees to purchase and utilize the Product in compliance with this Agreement.

## **SECTION 3 – NO RIGHTS GRANTED**

(i)Ownership. Buyer acknowledges and agrees that, as between SBRA and Buyer, SBRA solely and exclusively owns all right, title, and interest in and to the Embedded Intellectual Property and the Technical Information, including, without limitation, any and all goodwill related thereto or resulting therefrom. Buyer shall not, either directly or indirectly, do or cause anything to be done that would challenge SBRA’s sole and exclusive right and title in and to the Embedded Intellectual Property and Technical Information. Except as expressly provided herein, nothing in this Agreement shall be deemed to confer upon Buyer, any right, title, or interest whatsoever in any of the Embedded Intellectual Property or the Technical Information.

**“Communications Guidelines”**. Those external communications guidelines attached hereto and incorporated herein by reference.

(ii)Trademarks. **BUYER SHALL NOT USE ANY TRADEMARKS OF SBRA IN ANY MANNER WHATSOEVER excepting referring to “NAO as a Product of SoftBank**

**Robotics”, INCLUDING IN CONNECTION WITH ADVERTISING, PROMOTIONAL ACTIVITIES, OR OTHERWISE, WITHOUT THE PRIOR WRITTEN APPROVAL OF CR or SBRA. BUYER SHALL NOT REMOVE, MODIFY, DEFACE, OR REPLACE ANY OF SBRA’S OR ANY THIRD PARTY’S TRADEMARKS WHICH APPEAR ON, ARE AFFIXED TO, OR ARE USED IN CONNECTION WITH, THE PRODUCTS OR ANY RELATED LABELS OR TAGS, OR USE ANY OTHER MARK IN CONNECTION WITH SUCH GOODS OR MATERIALS, WITHOUT THE PRIOR WRITTEN APPROVAL OF SBRA. ANY AND ALL TRADEMARKS OF SBRA OR ANY THIRD PARTY, INCLUDING ANY AND ALL GOODWILL RELATING THERETO OR RESULTING THEREFROM, ARE AND SHALL REMAIN AT ALL TIMES THE SOLE AND EXCLUSIVE PROPERTY OF SBRA OR SUCH THRID PARTY. BUYER AGREES THAT ANY USE OF THE TRADEMARKS HEREUNDER INURES TO THE BENEFIT OF SBRA. BUYER WILL NOT CHALLENGE SBRA’S OR ANY THRID PARTY’S TITLE TO THE TRADEMARKS AND GOODWILL RELATED THERETO OR RESULTING THEREFROM. BUYER ACKNOWLEDGES THAT NOTHING IN THIS AGREEMENT WILL GIVE BUYER ANY PROPRIETARY INTEREST IN THE TRADEMARKS AND GOODWILL RELATED THERETO OR RESULTING THEREFROM OTHER THAN THE LIMITED RIGHTS EXPRESSLY GRANTED UNDER THIS AGREEMENT. ALL OTHER RIGHTS IN THE TRADEMARKS AND ALL GOODWILL RELATED TO OR RESULTING FROM THE TRADEMARKS ARE RESERVED. BUYER SHALL NOT APPLY FOR THE REGISTRATION OF ANY OF THE TRADEMARKS ANYWHERE IN THE WORLD.**

(iii)Notwithstanding anything to the contrary set forth herein, Buyer shall not, unless otherwise expressly set forth in this agreement:

- (1) make copies of the Products or the Embedded Intellectual Property;
- (2) provide access to the Embedded Intellectual Property to anyone other than Buyer’s employees, agents, contractors, or consultants who are bound with Buyer by terms at least as protective of SBRA as those set forth in this agreement;
- (3) grant, pledge, lease, rent, assign, sell, or commercially share the Embedded Intellectual Property or any of Buyer’s rights herein;
- (4) use the Products of Embedded Intellectual Property in connection with any hazardous activity or any other activity which might result in serious property damage, death, or serious bodily injury;
- (4) modify, alter, improve, develop, upgrade, downgrade, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on or otherwise attempt to decode, the Embedded Intellectual Property or its related underlying ideas or algorithms.

(iv) Protection of Embedded Intellectual Property. Without limitations to the provisions of Section 8 hereof, Buyer shall promptly give notice to SBRA of (1) any conduct which comes to its attention which may infringe upon or constitute an illegal use of the Embedded Intellectual Property and (2) any claim or assertion by any person that any of the Embedded Intellectual Property infringes any rights of a third party.

## **SECTION 4 – ORDERS AND DELIVERY**

(i) Issuance and Acceptance of Orders. Acceptance by CR of any purchase order submitted by Buyer is subject to, and conditioned upon, Buyer's acceptance of, this Agreement. All purchase orders are subject to acceptance by CR at CR's sole and entire discretion and no purchase order shall be a binding commitment on CR unless and until such purchase order is so accepted, as evidenced by an order confirmation issued by CR and signed by a duly authorized signatory of CR. All special requests of Buyer shall be clearly noted as such on the purchase order. Except as set forth below in Section 4(ii)(2), no purchase order shall be canceled or modified by Buyer after CR's acceptance of such purchase order without CR's prior written consent.

(ii) Delivery Terms.

(1) CR shall notify Buyer of the shipment for each order. Any delivery date provided by CR is a good-faith estimate only, and not binding. CR reserves the right to ship in installments, which shipments may be separately invoiced and paid for when due, without regard to subsequent shipments. Any delay in the delivery of any installment shall not relieve Buyer of its obligation to accept the remaining deliveries or any remaining parts thereof.

(2) Buyer may cancel an order for the Products where delivery has not occurred by the later of (a) ten (10) days after the estimated delivery date given by CR upon acceptance of the order, or (b) ten (10) days after any modified estimated delivery date agreed to by buyer; provided, however, that if partial delivery of the Products in an order has already occurred, Buyer may only cancel the order in respect of the undelivered portion. If Buyer declares or manifests an intention not to accept delivery, no actual tender by CR shall be necessary. CR, at its option, may give notice in writing to Buyer that CR is prepared to deliver in accordance with the provisions hereof and such notice shall constitute a valid tender of delivery.

(3) CR shall ship the Products through the means and in the manner, it deems appropriate, using standard packaging unless otherwise specified in the confirmation of purchase order.

(iii) Inspection. Buyer shall inspect the Products upon receipt prior to acceptance, and Buyer may refuse to accept any Products that do not conform to the Products' specifications or to Buyer's order. As Buyer's sole and exclusive remedy, CR shall, at CR's option, either timely replace all rejected Products with conforming Products or issue Buyer a credit or refund in the amount of the purchase price for the non-conforming Products, thereby cancelling the purchase order with respect to



such non-conforming Products. If, after five (5) days from the date of receipt, Buyer has not rejected any Products, such Products shall be deemed accepted.

(iv) Transfer of Risk International Shipments. The Products are sold and delivered by CR to Buyer DAP (Incoterms 2010) to the shipping address listed on the Quote or confirmation of purchase order, unless otherwise specified on such Quote or confirmation of purchase order. Upon transfer of risk to Buyer, the Products shall be at Buyer's sole risk and expense.

(v) Product Changes.

(1) Buyer shall have no right to receive any version of the Products other than as specified on CR's Quote or confirmation of purchase order. Notwithstanding the foregoing, CR may, at its sole discretion, substitute, modify, or improve the Products, provided that such substitution, modification, or improvement shall provide at least the same functionalities as the originally-specified Products. In the event that CR provides to Buyer a new version, update, substitution, modification, or improvement of the Products (or of any part or parts thereof) in order to avoid, limit, or cure a risk, suit, claim, or defect with respect to a Product, Buyer shall immediately replace the Products in its possession with such new version, update, substitution, modification or improvement. In the event Buyer breaches the foregoing provision, Buyer assumes all risk, cost, damages, and liability related improvement is being provided.

(vi) Product Training. Any Product Training that may be purchased by Buyer will take place via WEB Based Video Link Connection(s) at dates and times to be mutually agreed by both Parties or if agreed may be conducted "in-person/on-site" at a location mutually agreed in which case, if CR representative's travel is purchased all travel and living costs incurred by CR in connection therewith shall be paid for by Buyer.

## **SECTION 5 – PRICES AND PAYMENT TERMS**

(i) Price. The price for the Products is as listed on CR's Quote or confirmation of purchase order. The price does not include, and Buyer is responsible for paying, consumer taxes, value-added taxes, withholding taxes, property taxes, excise taxes, sales taxes, use taxes and any other taxes, custom tariffs or duties and other charges associated with Buyer's purchase or import of the Products. The foregoing shall not be subject to any discount unless approved in writing by CR. When CR has the legal obligation to collect such taxes, tariffs, or duties the amount of such taxes, tariffs, and duties will be invoiced to Buyer and Buyer will pay such amount unless Buyer provides CR with a valid tax exemption certificate authorized by the appropriate taxing authority.

(ii) Payment Terms. Payment terms are "Paid In Advance of Shipping" as listed on CR's Quote or confirmation of purchase order, and CR may invoice for such

payment in accordance therewith at any time after the acceptance of an order. Payments shall be made in United States Dollars. Any payment received from Buyer may be accepted and applied by CR against any amount owed by Buyer to CR without prejudice to or discharge of any other indebtedness of buyer to CR, regardless of any condition, statement, or notation appearing on, referring to, or accompanying such payment. Payments made by third parties in the name and/or on behalf of Buyer may be accepted by CR at CR's sole discretion.

## **SECTION 6 – OBLIGATIONS OF BUYER.**

(i) Buyer covenants and agrees as follows:

(1) Buyer shall strictly comply with the user instructions set forth in the Documentation;

(2) Buyer shall not take any action to impair the reputation of the Products, the Trademarks, or SBRA or its affiliates;

(3) BUYER shall use the CR & SBRA name and trademarks only in the manner prescribed by CR & SBRA whenever granted for use in writing and more generally shall comply with the Communications Guideline;

(4) BUYER shall not make any use of the Product under any trademark and/or trade name other than "NAO" and/or "NAO is a Product of SoftBank Robotics". nor rename or adapt the name of the Product. This provision applies to all Products acquired by the Buyer from CR, notwithstanding their date of acquisition;

(5) Buyer shall promptly inform CR of any and all potential or current defects that Buyer discovers when using the Products.

(ii) The Products are subject to regulation by local and federal laws of the United States of America and its agencies (including the United States Consumer Product Safety Commission), which prohibit export or diversion of certain products, including without limitation, software and information about products to certain countries and certain persons. Buyer shall not export any Products or components thereof in any manner without first obtaining CR's written consent.

(iii) Buyer agrees to use the Products only in safe environments and under the control of personnel who have the necessary skill to understand the Products and their associated risks.

## **SECTION 7 – CONFIDENTIALITY**

Buyer shall at all times maintain as confidential all information and trade secrets of CR & SBRA (including without limitation the Documentation) communicated to Buyer before or after execution of this Agreement (collectively, the "Confidential Information") and shall exercise the same degree of care to protect it from disclosure that it uses to protect its own confidential information. Buyer shall not,

without CR & SBRA's prior written consent, disclose or make any Confidential Information available in any form to any person, except its employees, consultants, or permitted operators, whose access is necessary to enable Buyer to exercise its rights under this Agreement and who have been advised of the confidential nature of such information. Buyer shall only use the Confidential Information as necessary to perform its obligations hereunder and shall return or destroy it at the request of CR and/or SBRA. Confidential Information does not include information: (i) otherwise lawfully available from a third party, without any limitations on its use, distribution or disclosure, (ii) in the public domain and rightfully obtained by buyer, or (iii) rightfully known to Buyer prior to its disclosure, in each of the foregoing cases as evidenced by Buyer. Buyer shall be permitted to make such disclosures to the public or to any governmental authority to the extent required by a court order or if otherwise required by applicable law, provided that Buyer gives SBRA prior written notice of the disclosure and uses reasonable legal efforts to resist disclosing the information. Buyer acknowledges that a breach of this provision may cause irreparable harm to CR and/or SBRA, for which damages may be difficult to ascertain, and therefore Buyer hereby agrees that CR and/or SBRA shall be entitled to seek equitable relief by means of mandatory injunctions. This right of equitable relief is in addition to any other rights and remedies that may be available to SBRA.

## **SECTION 8 – INDEMNIFICATION**

(i) CR & SBRA shall indemnify, defend and hold harmless Buyer and its officers, directors, employees, agents and stockholders (collectively, "Buyer Indemnitees") from and against any claims, damages, expenses, losses or other liabilities whatsoever and all reasonable attorneys' fees and other associated costs (collectively, the "Claims"), brought against Buyer Indemnitees by any third party and arising out of or relating to (a) bodily injuries or damage to property caused by the use of the Products in accordance with SBRA's specifications and instructions of use as set forth in the Documentation, if, and only if, such Products have not been altered or modified by Buyer or any third party; and (b) any negligence or willful misconduct of SBRA; excluding in any of the foregoing cases, any Claims attributable to any Buyer Indemnitee's own negligence, willful misconduct, or breach of its obligation hereunder.

(ii) Buyer shall indemnify, defend and hold harmless CR and/or SBRA and its officers, directors, employees, agents and stockholders (collectively "CR" "SBRA" Indemnitees) from Claims brought against any CR or SBRA Indemnitees by any third party and arising out of or relating to (1) any negligence or willful misconduct of Buyer or its affiliates; and/or (2) any breach by Buyer of any of its obligations under this Agreement; excluding in any of the foregoing cases, any



claims attributable to any CR or SBRA Indemnatee's own negligence, willful misconduct or breach of its obligations hereunder.

- (iii) In order for any Buyer Indemnatee or CR or SBRA Indemnatee (collectively, "Indemnatee") to be entitled to any indemnification provided for under this Agreement, Indemnatee shall notify the other party hereto, in writing and in reasonable detail, of the Claim within twenty (20) days after receipt by Indemnatee of written notice of the Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent that the ability to defend such Claim has been prejudiced as a result of such failure. Thereafter, Indemnatee shall deliver to the indemnifying party within twenty (20) days after Indemnatee's receipt thereof, copies of all notices and documents (including court papers) received by Indemnatee relating to the Claim.
- (iv) If a Claim is made against Indemnatee, the indemnifying party shall be entitled to participate to the defense thereof and, if so chooses, assume the defense thereof with counsel selected by and compensated by indemnifying party.
- (v) The indemnifying party shall not settle any Claim without the prior written consent of the Indemnatee if such settlement contains any admission on the part of Indemnatee or requires Indemnatee to cease any activity or to take any action (other than entering into an agreement setting forth the terms of such settlement, compromise or discharge).

## **SECTION 9 – LIMITED WARRANTY AND BUYER'S SOLE REMEDY**

(i) SBRA warrants to Buyer that (1) the Products (including battery), for a period which shall be twenty-four (24) months, following the delivery of the Products to Buyer (the "Warranty Period"), and (2) the Product's charger, for a period which shall be twelve (12) months following delivery of Products to Buyer, in all cases if and only if unaltered and unmodified by buyer or any third party and properly used as set forth in the Documentation and this Agreement, shall perform all material functions described in the documentation.

(ii) The warranty applies only to the Buyer and is Non-transferable.

**(iii) THE FOREGOING LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INFORMED OF SUCH PURPOSE), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; PROVIDED, HOWEVER, THAT THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE WARRANTY PERIOD ONLY; AND PROVIDED, FURTHER, THAT SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN**

**IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO BUYER. EXCEPT AS STATED IN THE FOREGOING, THE PRODUCT IS PROVIDED “AS IS”. NO WARRANTY IS MADE THAT THE PRODUCT WILL MEET BUYER’S REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.**

(iv) If a material defect arises and a valid claim is received and approved by CR and/or SBRA during the Warranty Period set forth above (any such claim to be sent to SBRA’s “Customer Care” team via its online support platform at <https://developer.softbankrobotics.com/us-en/support> or by phone at +1 (844)737-7371 and contain an accurate and exhaustive description of all malfunctions encountered and of the circumstances under which they occurred , and Buyer to fully fill out any follow-up questionnaire that may be sent by SBRA’s “Customer Care”), any such defective Product or part thereof shall be returned to SBRA for inspection, in its original packaging, shipping costs prepaid by SBRA (for returns from a US continental address only; extra shipping and handling charges may apply for returns from Alaska, Hawaii and Puerto Rico). No defective Product, or part thereof, shall be returned to SBRA without the express prior written approval of SBRA, and then such return shall be made to SBRA at the United States address that SBRA’s “Customer Care” shall provide. SBRA then may, in its sole discretion, and as applicable, either repair or replace the Products or the applicable part or portion thereof. Once such Product or applicable part thereof has been repaired or replaced, SBRA shall return such Product or part to Buyer at SBRA’s sole cost DAP Incoterm 2010 to the shipping address set forth in the Quote (for shipping to continental US only; extra shipping and handling charges may apply for shipping to Alaska, Hawaii and Puerto Rico).

(v) During the Warranty Period, SBRA shall have no obligation to repair or replace any Product or part thereof if such repair or replacement is necessitated in whole or in part by:

- (1) accident, abuse, misuse, flood, fire, earthquake, or external causes constituting a case of force majeure;
- (2) operating the Product outside the permitted or described uses indicated by SBRA or the Documentation;
- (3) the alteration, opening, breaking or disassembly of the Product or any part thereof and/or the breaking of the guarantee strip or seal (if any);
- (4) a modification or repair of the Product performed by a non-authorized service provider of SBRA;
- (5) maintenance of the Product not in accordance with SBRA’s instructions, or failure to maintain the Product properly;
- (6) improper or unauthorized connection with any peripheral device;

(7) Mishandling or misuse of the Product (including without limitation, dropping, or shocking the Product) or an inappropriate environment (including without limitation, poor ventilation, vibration, exposure to moisture, excessive heat, excessive humidity, water, contact with sand or with any other substance, or inadequate power supply);

(8) consumables;

(9) any lack of conformity of the Product resulting from failure to follow instructions for assembly and use as set forth in the Documentation; or

(10) if any serial number of the Product has been removed or defaced, the Product has been expressly sold as “used” or as a sample or prototype, or Buyer is in breach of any of its obligations under this Agreement.

(vi) The foregoing shall be Buyer’s sole and exclusive remedy and the entire liability of SBRA and its licensors for any breach of the limited warranties set forth herein.

**(vii) THE LIMITED WARRANTY SET FORTH HEREIN APPLIES ONLY TO PRODUCTS MANUFACTURED BY OR FOR SBRA. CERTAIN NON-SBRA HARDWARE MAY BE PROVIDED TO BUYER ALONG WITH THE PRODUCTS. THE LIMITED WARRANTY SET FORTH HEREIN DOES NOT APPLY TO ANY SUCH NON-SBRA HARDWARE PRODUCT, EVEN IF PACKAGED AND SOLD WITH THE PRODUCT.**

#### **SECTION 10 – LIMITATION OF LIABILITY**

**EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL SBRA OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR LOSS OF, DAMAGE TO, COMPROMISE OF, OR CORRUPTION OF DATA) WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.**

**SUBJECT TO THE FOREGOING EXCEPTION, IN NO EVENT SHALL SBRA’S OR ITS LICENSORS’ LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE BUYER FOR THE PRODUCTS GIVING RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN THE CASE WHERE NO**

**AMOUNT WAS PAID, SBRA AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER.**

## **SECTION 10 – MISCELLANEOUS**

(i) No Transfer or Assignment. No rights or obligations of Buyer arising out of this Agreement or any other contract between CR or SBRA and Buyer may be assigned without the prior written consent of CR and SBRA. Any such assignment without CR's and SBRA's prior written consent shall be null and void.

(ii) Severability. If any of the provisions of this Agreement are held to be invalid, illegal; or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision closest to the Parties' mutual intention.

(iii) Waiver. Any failure or delay by either party in exercising its rights under any provisions of the Agreement shall not be construed as a waiver of those rights.

(iv) Notices. All notices hereunder shall be in writing and given by registered or certified mail, postage and registration fees prepaid, return receipt requested, or by overnight mail by a nationally recognized courier service, and shall be deemed given when so mailed to Buyer at the billing address set forth on CR's Quote or confirmation of purchase order, and to CR at:

**ChartaCloud Robotics LLC  
8 Oak Ridge Road  
Kensington, NH 03833**

Or such other address as either party may notify the other of pursuant to this Section 12 (iv).

(v) Force Majeure. Delivery of the Products is contingent upon CR's ability to obtain the relevant goods, supplies and materials through its regular and usual sources of supply. If by reason of existing or future legislation or rules, regulations or orders, heretofore or hereafter promulgated by governmental authorities allocating, limiting, curtailing or otherwise regulating supply, use, availability, production, delivery or distribution of goods, supplies or raw or other materials, or in the event of acts of Buyer or acts of God including, but not limited to, acts of fire, flood, tornado, hurricane, war, terror, casualty, accident, embargo, government action, market collapse, strike or lock-out or other difficulties with employees, delay or inability to obtain labor, material, machinery and services through CR's usual sources, delay by carrier, or any cause beyond CR's control causing failure to deliver or delay of any delivery or curtailment in production or shipment, CR shall not be liable therefor and may in its discretion, without notice to Buyer, at any time and from time-to-time, postpone the delivery dates under any

contract, make partial delivery or cancel all or any portion of any contracts with Buyer. If during the occurrence of any of the foregoing contingencies, CR holds any of the products herein sold, CR may invoice the Products and hold them for the account of Buyer.

(vi) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New Hampshire or California as applicable and as applicable to contracts made and wholly performed in the State of New Hampshire or California, excluding (i) any conflicts of law rules, and (ii) the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

(vii) Arbitration. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by final, binding and confidential arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and Mediation Procedures. The controversy or claim shall be settled by a single arbitrator selected to arbitrate only disputes between the parties hereto to the exclusion of any other, even if identical, dispute with any other third party. All hearings shall be held in Portsmouth, New Hampshire USA. Hearing(s) shall be transcribed, with the costs to be paid by the parties equally, subject to reapportionment in favor of the prevailing party at the time of final award. The arbitrator shall be bound to follow California law and case precedent as to the substantive issues presented in the arbitration. The arbitrator shall award the prevailing party all reasonable costs, expense, attorney's fees, experts' fees and arbitration fees incurred in connection with the arbitration proceeding. Judgment on the award rendered by the arbitrator may be entered in any federal or state court located in the County of Rockingham, New Hampshire, or the County of San Francisco, California as applicable. Any award issued by the arbitrator shall also be subject to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention") and may also be enforced in any country that is a party to the New York Convention. Adherence to this paragraph regarding arbitration shall not limit the rights of the parties hereto to obtain any provisional remedy including, without limitation injunctive or similar relief, from a court of competent jurisdiction as may be necessary to protect their respective rights and interests pending arbitration, particularly if necessary to avoid irreparable harm. Any party also shall have the right to bring an action in a court of competent jurisdiction to compel arbitration hereunder or to otherwise enforce this arbitration provision. The Federal Arbitration Act shall govern the terms of this arbitration provision, and California Code of Civil Procedure sections 1280 et seq. shall not govern.



## **General Communications Guidelines**

### **General Policy**

All robots commercialized by SBRA (the “Robots”) and provided by CR incorporate trademarked, copyrighted and/or patented (including design patents) elements, such as, but not limited to, the Robots’ names, logos, designs, and characters (the combination of voice, speech, movement, and displayed personality traits that make the individual Robot unique), all of which are the exclusive property of SBRA or its licensors (hereinafter the “SBRA Intellectual Property Rights”).

Accordingly, notwithstanding anything to the contrary herein or in any separate instrument, any and all use, recording (by photography, film, videotape, audio recordings, or otherwise) and/or public display of the Robots in any manner and in any media whether now existing or hereafter devised (including without limitation in corporate and marketing materials, corporate , sales and trade show presentations, in print and/or on-line press, and in “live” demonstration programs) are always subject to review being at all times in full compliance with these Communications Guidelines, in accordance with the SBRA Intellectual Property Rights.

If at any time CR or SBRA becomes aware of any use that violates these Communications Guidelines, CR and/or SBRA retains the right, at CR’s or SBRA’s entire discretion, to revoke any or all permissions granted by CR and/or SBRA to the Buyer who carried out such unauthorized use, and, more generally, CR and/or SBRA reserves any and all legal and equitable rights and remedies as CR and/or SBRA may deem necessary to protect the CR and/or SBRA Intellectual Property Rights against any unauthorized, illegal or improper use.

Buyer must not program or otherwise make the robots behave in a libelous, slanderous, insulting, obscene, defamatory or otherwise offensive or unlawful manner.

### **Key Communications Points**

The Robots must at all times be described as “NAO a Product of Robotics.”

Each Robot must always be called by its official name as provided by SoftBank Robotics America (i.e. “NAO”) and not renamed for any purposes.

Any third-party application software and/or other third party products and/or services when described in the context of the Robots, should be clearly communicated as content developed by Buyer or a third party and it should never be implied or suggested that CR and/or SBRA has endorsed such third party or its products, applications and/or services.

External Activities that Require Advance Approval by CR

Appearance in advertisements, movies, plays or other theatrical or non-theatrical productions.

External use of the Robots for any purpose outside of the United States or Canada.

### **End** ###

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