

SERVICE-SPECIFIC TERMS FOR SHELF SCANNING WITH INSIGHTS

These Service-Specific Terms for Shelf Scanning supplements and is incorporated into the Service Agreement between Brain and the Customer (the “**Service Agreement**”), and applies to the Customer’s use of Shelf Scanning (as defined below) associated with a Robot. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Service Agreement, which the Customer acknowledges remains in full force and effect.

1. Shelf Scanning

“**Shelf Scanning**” is Brain’s subscription service solution for scanning retail product displays. Shelf Scanning is designed to be used with a compatible Robot and the associated Services for that Robot (for any questions regarding compatible Robots and Services, please contact your sales representative at Brain or email sales@braincorp.com). Additional descriptions and requirements for Shelf Scanning are described in the then-current user manuals, guides, and instructions associated with Shelf Scanning provided by Brain (“**Scanning Documentation**”). During the service term specified in the respective Service Document for the purchase of Shelf Scanning for a Robot, Brain will provide the Customer the following with respect to that Robot:

1.1 **Shelf Scanning Route.** Brain will maintain “**Shelf Scanning Routes**,” which are travel paths, consistent with the Scanning Documentation, that are created by Brain or its contractors. When a Shelf Scanning Route is executed via the Software interface on the Robot, the Robot can navigate along the Shelf Scanning Route autonomously as it collects images of inventory on retail product displays. However, the following “**Scanning Exceptions**” may not allow Shelf Scanning to collect applicable data (regardless of the Shelf Scanning Route), and will be considered outside the scope of Shelf Scanning:

- a. areas that are not accessible by the Robot (e.g., product cages, areas accessed through doors, and aisles with less than the clearance width for the Robot), have features that would not allow the Robot to navigate autonomously, and/or are not within scope of a Robot’s operation as provided in the Scanning Documentation;
- b. inventory and areas that are blocked by obstacles requiring the Robot to modify its route (e.g., stocking pallets in the aisle and double/triple stacked pallets of saleable goods);
- c. areas between the cash registers and the front of the location in which Shelf Scanning is used;
- d. non-permanent displays;
- e. dynamic sections of the environment that change the configurations of shelves or displays requiring modification(s) of the Shelf Scanning Route;
- f. areas without standard, large-format price tags that include product description; and/or
- g. areas without visually distinct products, such as that which may be common for produce, bakery, fresh meat, and greeting cards.

1.2 **Insights.** Brain will analyze images collected by Robots while executing a Shelf Scanning Route to later provide the following “**Insights**” consistent with the Scanning Documentation: (a) identifications of the saleable merchandise on the product displays and (b) readings of price compared to expected price, (c) as applicable, readings of upper steel pallet tag product numbers, and (d) localization data associated with such identifications. Delivery of accurate Insights requires up-to-date product catalogs and other product-identifying information, each as may be reasonably requested by Brain from the Customer.

1.3 **Support Services.** Brain will provide the Customer the following “**Support Services**,” as applicable and consistent with the Scanning Documentation: (a) cloud-connectivity for remote diagnosis of problems and support relating to the Insights; (b) Software updates for safety-critical or new software features; (c) remote monitoring and updates of Shelf Scanning Routes (solely to the extent they can be performed remotely with Brain’s then-current technology); and (d) summary data on the usage and operation of each Robot as it relates to Shelf Scanning. In order to receive the Support Services, Customer may need to provide reasonable onsite personnel for troubleshooting and interactions with a Robot or its environment.

2. Use of the Software and Shelf Scanning by the Customer

The Customer must comply with the additional Restrictions on Use established below that apply to Shelf Scanning:

2.1 **Approved Uses.** Shelf Scanning is designed to image and analyze inventory on retail product displays, and the Customer and its Permittees shall only use Shelf Scanning for this purpose. The Customer and its Permittees shall use the Shelf Scanning only in accordance with the Scanning Documentation.

2.2 **Conduct Restrictions.** The Customer, as well as its Permittees, shall not engage in any of the following conduct or activities: (a) operating Shelf Scanning in any manner that constitutes a prohibited use under the Scanning Documentation; (b) intentionally tampering with, modifying, or damaging the Robot or any hardware or sensors containing or associated with the Software or Shelf Scanning; (c) installing or modifying, or attempting to install or modify, any software other than the Software on the Robot (except solely as otherwise permitted pursuant to any open source licenses, if any, provided to the Customer 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 Robot; or (e) attempting to deliberately damage or undermine the legitimate operation of Shelf Scanning or the Software. The Robot, Software, and Shelf Scanning are not designed or intended for use in environments where any failure of the Robot, Software, and Shelf Scanning would reasonably likely lead directly to death, personal injury, or severe physical or property damage.

3. Service Levels

3.1 **System Availability.** Each Robot with an active subscription to Shelf Scanning connects to Brain's cloud instance for Support Services (the "**Cloud**"). With respect to the Cloud, Brain will provide 99% System Availability calculated on a per Robot basis over periods comprising each calendar month. The following definitions will apply with respect to System Availability:

3.1.1 **"Downtime"** means the time (in minutes) following written notice by the Customer that the Cloud is not operational for connection to a Robot for Shelf Scanning, as reasonably verifiable by Brain, while the Customer has an active subscription to Shelf Scanning for that Robot. Downtime does not include unavailability of the Cloud relating to: (a) any Force Majeure Event or System Maintenance; (b) any modifications to the Robot, Software, Shelf Scanning or Services that are unauthorized by Brain; (c) abuses or other behaviors that interfere with the legitimate operation of the Cloud; (d) usage that is inconsistent with the Scanning Documentation or in violation of the terms of the Service Agreement; or (e) failure of the Customer or its Permittees to provide information or perform actions in a timely manner as prompted by the Software of the Robot or Brain.

3.1.2 **"Force Majeure Event"** means any failure or delay caused by or the result of causes beyond the reasonable control of a party and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, acts of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence.

3.1.3 **"System Availability"** shall mean the percentage, for each Robot and expressed to one decimal point, resulting from the following calculation: $[1 - (\text{Downtime} / \text{Total Time})] \times 100$.

3.1.4 **"System Maintenance"** means time (in minutes) that the Cloud is not accessible for connection to a Robot due to maintenance, including for maintenance and upgrading of the software and hardware used by Brain to provide the Support Services. System Maintenance includes scheduled maintenance and unscheduled, emergency maintenance. In the event Downtime is anticipated, Brain will provide the Customer with at least 72 hours' advance written notice of any scheduled maintenance or 60 minutes' advance written notice for unscheduled, emergency maintenance.

3.1.5 **"Total Time"** means the total number of minutes in a calendar month, excluding any Force Majeure Event(s) or System Maintenance, in which the Customer has an active subscription to Autonomy Services for a Robot.

3.2 **WiFi Connection.** During operation, if access to a Wi-Fi network meeting the requirements described in the Scanning Documentation is not available for a Robot, Brain may not be able to provide that Robot the applicable Services associated with Shelf Scanning. For this reason, Brain is not responsible for any inability of a Robot to connect to a Wi-Fi network, and any calculation of Downtime expressly excludes any inability of a Robot to access an otherwise operational Cloud due to lack of Wi-Fi network connectivity.

3.3 **Credits.** If the System Availability for a Robot during any given month falls below 99%, Brain will provide the Customer with a credit to its future invoices for the Shelf Scanning of that Robot (a “**Service Credit**”) as set forth in the chart below:

System Availability	Service Credit
Greater than or equal to 99.0%	0%
Less than 99.0%, but above 95.0%	25%
Less than or equal 95.0%	100%

In order to receive a Service Credit, the Customer must notify Brain in writing, providing with specificity the circumstances giving rise to the Customer’s request, within 30 days from the time the Customer becomes eligible to receive the Service Credit. If the Customer does not comply with the requirements of this paragraph, the Customer shall forfeit its right to receive a Service Credit.