

SERVICE-SPECIFIC TERMS FOR AUTONOMY SERVICES FOR WHIZ

These Service-Specific Terms for Autonomy Services for Whiz Robotic Sweepers supplements and is incorporated into the Service Agreement between Brain and the Customer (the “**Service Agreement**”), and applies to the Customer’s use of Autonomy Services associated with Whiz Robotic Sweepers (each as defined below). 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. Autonomy Services

A “**Whiz Robotic Sweeper**” is a Robot that is designed vacuuming or sweeping floors distributed under the “Whiz,” “Brain,” and “BrainOS” marks. During the service term specified in the respective Service Document for the purchase of “**Autonomy Services**” for a Whiz Robotic Sweeper, the Customer will be provided the following Services with respect to that Whiz Robotic Sweeper:

1.1 **Autonomy Features.** With the autonomous navigation and other features of the Software (collectively, the “**Autonomy Features**”) enabled for the Whiz Robotic Sweeper, the Whiz Robotic Sweeper can clean along routes that the Customer pre-configures. The Customer is solely responsible for the design of all pre-configured routes.

1.2 **Support Services.** Brain will provide the Customer the following “**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 Whiz Robotic Sweeper. During operation, if access to cellular data is not available for a Whiz Robotic Sweeper, Brain may not be able to provide that Whiz Robotic Sweeper the applicable Support Services described in this Section 1.2. Furthermore, to the extent Brain provides text communication to support Autonomy Services, the Customer must provide a cellular phone with cellular service to receive such text communication. 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 Autonomy Features by the Customer

The Customer must comply with the additional Restrictions on Use established below that apply to all Whiz Robotic Sweepers:

2.1 **Approved Uses.** The Autonomy Features allow the Whiz Robotic Sweeper 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 2, the Customer and its Permittees, shall only use the Whiz Robotic Sweeper and Autonomy Services to clean dry, carpeted areas and surfaces reasonably cleaned by a manual vacuum or sweeper 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. All areas in which the Whiz robot operates in autonomous mode must be flat (i.e., without an incline or decline gradient exceeding 5%). While a Whiz Robotic Sweeper is in autonomous mode, all drops and cliffs need to be avoided, and all stairs, escalators, and moving platforms near to the Whiz Robotic Sweeper during its operation must be guarded by a physical barrier. The Customer and its Permittees, shall use the Autonomy Services only in accordance with the Whiz Robotic Sweeper’s Instructions. The Customer will be responsible for operating, and instructing all operators of, the Whiz Robotic Sweeper how to use the Whiz Robotic Sweeper and Autonomy Services in accordance with the Instructions.

2.2 **Healthcare Supplement.** Any usage of a Whiz Robotic Sweeper and Autonomy Services in a Healthcare Facility is governed by the additional terms and conditions in the EULA Healthcare Supplement available at <https://braincorp.com/service-agreement-healthcare-supplement6476/>. 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.

2.3 **Proper Maintenance and Inspections.** The Customer, as well as its Permittees, shall only use the Software and the Autonomy Features so long as the Whiz Robotic Sweeper is maintained and operated in accordance with the Whiz Robotic Sweeper’s Instructions. This maintenance and operation shall include, but not be limited to, (a) inspection of the Whiz Robotic Sweeper prior to operation to ensure, among other things, brushes are properly positioned and cleaned, debris bags, trays and/or hoppers are clean and clear from obstruction, and, and there is no obvious damage to the Whiz Robotic Sweeper and (b) maintenance and routine service at least in accordance with industry standards for manual vacuums and sweepers. All Whiz Robotic Sweepers are to be stored in a reasonably secure location away from public access.

2.4 **Conduct Restrictions.** The Customer, as well as its Permittees, shall not engage in any of the following conduct or activities: (a) operating a Whiz Robotic Sweeper in any manner that constitutes a prohibited use under the Whiz Robotic Sweeper’s Instructions; (b) intentionally tampering with, modifying, or damaging the Whiz Robotic Sweeper 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 Whiz Robotic Sweeper (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 Whiz Robotic Sweeper; (e) using the Software or the Autonomy Services to conduct any operation of the Whiz Robotic Sweeper 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 Whiz Robotic Sweepers, Software, and Autonomy Services are not designed or intended for use in

environments where any failure of the Whiz Robotic Sweepers, Software, and Autonomy Services would reasonably likely lead directly to death, personal injury, or severe physical or property damage.

3. Service Levels

3.1 **System Availability.** Each Whiz Robotic Sweeper with an active subscription to Autonomy Services 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 Whiz Robotic Sweeper 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 Whiz Robotic Sweeper, as reasonably verifiable by Brain, while the Customer has an active subscription to Autonomy Services for that Whiz Robotic Sweeper. Downtime does not include unavailability of the Cloud relating to: (a) any Force Majeure Event or System Maintenance; (b) any modifications to the Whiz Robotic Sweeper, Software, or Autonomy 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 Instructions or in violation of the terms of the 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 Whiz Robotic Sweeper 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 Whiz Robotic Sweeper 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 Whiz Robotic Sweeper 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 Whiz Robotic Sweeper.

3.2 **Cellular Connection.** A Whiz Robotic Sweeper's access to the Cloud depends on its cellular connectivity, which can be unavailable due to the location of the Whiz Robotic Sweeper (which may change as the Whiz Robotic Sweeper operates), interference, and/or issues in a cellular carrier's network. For this reason, Brain is not responsible for any inability of a Whiz Robotic Sweeper to connect to a cellular network, and any calculation of Downtime expressly excludes any inability of a Whiz Robotic Sweeper to access an otherwise operational Cloud due to lack of cellular connectivity.

3.3 **Credits.** If the System Availability for a Whiz Robotic Sweeper during any given month falls below 99%, Brain will provide the Customer with a credit to its future invoices for the Autonomy Services of that Whiz Robotic Sweeper (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.