

# SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Agreement**”) sets forth the terms and conditions for Kärcher OS (the “**Software**”) contained on any autonomous product manufactured by Alfred Kärcher SE & Co. KG and sold through Kärcher North America, Inc. under the KIRA products ( the “**Equipment**”), and governs the relationship between the entity placing a Purchase Order or accessing or using the Equipment, Software or Service (the “**End User**”) and **KARCHER NORTH AMERICA, INC.** (“**KNA**”), a Delaware corporation and an affiliate of Alfred Kärcher SE & Co. KG. **KNA** and its subsidiaries and affiliates are collectively referred to in this Agreement as “**Kärcher**”; provided, however, that KNA is the contracting party responsible for performance under this Agreement unless expressly stated otherwise. This Agreement is effective as of the date the applicable Service Document referencing this Agreement is accepted by KNA (the “Effective Date”).

## 1. Accepting this Agreement

By clicking “Accept” or accepting an agreement, order document, purchase order or other instrument that references this Agreement (a “Service Document”), the End User agrees to be bound by this Agreement’s terms and conditions for all current and future Equipment acquisitions. The End User acknowledges that this Agreement is incorporated by reference into each Service Document and is legally binding upon the End User. In addition, by accepting this Agreement, the End User represents that they have 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 Equipment 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 applicable schedule for such Services (the “**Subscription Schedule**”) provided by Kärcher or KNA prior to the commencement of Services. Once provided, the applicable Subscription Schedule shall be deemed incorporated into this Agreement 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 Equipment (its “**Permittees**”). The End User and its Permittees agree to use the Equipment, 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 Equipment); (c) the then-current user manuals, guides, and instructions provided with the Equipment, in the Software, by KNA, or by Kärcher (the “**Instructions**”); and (d) the terms provided in the applicable Subscription Schedule.

## **4. License from KNA**

**4.1 License Grant.** Subject to the terms of this Agreement, KNA 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 KNA or Kärcher delivered the Equipment to the End User in conjunction with (a) the Equipment 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 Equipment as necessary to navigate and operate the Equipment autonomously in accordance with the Restrictions on Use.

**4.2 Reservation of Rights.** All rights not specifically granted under this Agreement are reserved by KNA and, as applicable, KNA’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 Equipment operated by the End User.

**4.3 Intellectual Property.** The End User agrees that KNA, its affiliates, and its licensors own all legal rights, 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. KNA reserves all rights not expressly granted to the End User. KNA’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 Equipment. 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 Equipment 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 Equipment.

**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 Equipment. Nothing in this Agreement gives the End User any right to any of KNA'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 KNA, and subject to the terms and conditions of this Agreement, the End User owns and retains all rights, title, and interest in Operational Data. "Operational Data" means the data of the environment

obtained by the sensors of the Equipment during its operations and explicitly excludes all Personal Data (as defined in Section 5.3). The End User hereby grants KNA a limited, perpetual, nonexclusive, sublicensable, transferable, irrevocable, worldwide license and right to store, use, and copy Operational Data to: (a) fulfill KNA's obligations to the End User under this Agreement, and (b) develop and improve Software, Services, the Equipment, and other products and services. Except as provided in this Section 5.2, KNA 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 de-identified, such data will not be considered Operational Data. The End User acknowledges that it is neither practical nor useful for KNA 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 KNA does not knowingly collect any Personal Data through the Equipment, Software, or Services; provided, certain Personal Data may be collected by KNA 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 ("EU GDPR"); (ii) the UK GDPR, or (iii) any applicable U. S. state or federal privacy laws and (b) would cause KNA to be subject to such laws as a data processor for the End User.

**5.4 Additional Information.** The End User consents to KNA's then-current data privacy notice, described at [Privacy Policy - Kärcher](#) detailing how KNA 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 as a master framework for all current and future Equipment acquisitions until terminated by either the End User, Kärcher, or KNA as set out below:

**6.1 Termination by End User for Cause.** In the event that KNA breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the End User, the End User may terminate this Agreement by ceasing all use of the Software and the Services. The End User may be required to separately terminate any Services under terms and conditions provided in the End User's respective Service Document executed with KNA or Kärcher.

**6.2 Termination by KNA for Cause.** To the extent permitted by applicable law, Kärcher or KNA may, at any time, immediately terminate this Agreement with the End User if: (a) the End User breaches any provision of this Agreement and fails to cure

such breach within thirty (30) days after receiving written notice of the breach from Kärcher or KNA; or (b) Kärcher or KNA is required to do so by law. Notwithstanding this Section 6, in the event the End User makes any use of the Software or Services not expressly permitted by this Agreement, the End User's license rights under this Agreement shall immediately and automatically be suspended, including access to the Software or Services.

### **6.3 Termination for Convenience**

KNA or End User may terminate this Agreement, in whole or in part, for convenience at any time by providing the other party at least sixty (60) days' prior written notice. Upon such termination:

1. KNA shall immediately cease providing the Services under this Agreement as of the effective termination date.
2. Termination for convenience shall not relieve either party of any obligations accrued prior to the effective termination date, including payment for Services performed up to such date.
3. No termination fee, penalty, or additional charge shall apply to End Users' exercise of this right.

**6.4 Effect of Termination.** When this Agreement terminates, all legal rights, obligations, and liabilities that the End User, Kärcher, and KNA have benefited from, been subject to or that have accrued over time while this Agreement has been in force, or which are expressly stated to continue indefinitely, shall not be affected and the provisions of Section 10.4 shall continue to apply to such rights, obligations, and liabilities.

## **7. Warranties; Indemnification**

**7.1 Warranties.** KNA 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 applicable Service Subscription Schedule as reasonably verifiable by KNA for each Equipment, subject to the Restrictions on Use, during the subscription term of such Services. Upon the End User providing written notice of KNA's breach of the preceding warranties, and KNA failing to cure such breach within thirty (30) days after receiving such notice, the End User's sole remedy for KNA's breach of this Section 7.1 for any Equipment shall be termination of the Services for that Equipment and a pro-rated refund of the fees paid by the End User for the remaining term of the End User's Service subscription for such Equipment. Except as expressly provided in Section 7.1, to the fullest extent permitted under any applicable law,

regulation, or directive, KNA expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose.

**7.2 Indemnification by KNA.** KNA shall indemnify and hold the End User harmless from any out-of-pocket costs, expenses (including attorney's fees), losses, damages, and liabilities which the End User may hereafter incur, become responsible for, or pay out as a result of any third-party claims arising out of or relating to any infringement of third-party intellectual property rights to the extent such claims arise from the use (in accordance with the Restrictions on Use, Instructions, and other terms of this Agreement) of the Software or Services as provided by KNA and unmodified by the End User or any third-party not authorized by KNA. The indemnification obligations in this Section 7.2 and 7.3 are the only indemnification obligations between KNA and the End User relating to the subject matter hereof.

**7.3 Indemnification Procedures.** When seeking indemnification pursuant to Section 7.2, the End User shall: (i) promptly notify KNA in writing of the claim for which indemnification is sought (the "Claim"); (ii) make all reasonable efforts to provide KNA with all information and material in the End User's possession regarding the Claim; (iii) furnish to KNA such assistance as KNA may reasonably request in connection with the investigation, settlement and defense of the Claim; and (iv) grant KNA sole control over the defense and settlement of the Claim, provided, however, that KNA shall not settle any such Claim in any manner which may adversely affect the End User's rights or interests without the End User's prior written consent. The End User shall not be liable for any settlement entered into in connection with a Claim for which KNA is required to indemnify the End User hereunder without the End User's prior written consent.

## **8. Limitation of Liability**

The End User expressly understands and agrees that KNA, 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, whether or not KNA or its representatives have been advised of or could have foreseen the possibility of any such losses. In no event will the liability of KNA under this Agreement exceed five hundred thousand U.S dollars (\$500,000) per unit of Equipment for all claims related to or arising from the Equipment including any related autonomy services or autonomy features. Such exclusion of liability shall not apply to any injury to life or bodily injury, arising from any grossly negligent or intentional conduct of KNA, 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 Equipment.

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

Kärcher and KNA may amend, revise, supplement, or otherwise modify this Agreement only upon mutual written agreement of both parties, except as required for safety or compliance with applicable laws or government regulations. Any such changes must be documented in writing and signed by authorized representatives of both parties before becoming effective. No unilateral changes or additional rules, policies, terms, or conditions shall apply without prior mutual written consent. The End User's continued use of the Software or Services shall not be deemed acceptance of any changes unless such changes have been agreed to in writing by both parties.

## **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 KNA, 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 superseded. This Agreement and any other instrument that references this Agreement that is signed by the End User and KNA (together the Agreement and other instrument, the "Agreement Documents") constitute the whole legal agreement between the parties and governs the End User's use of the Software or Services (excluding any services which KNA may provide to the End User under a separate written agreement), and completely replaces any prior agreements between the End User and KNA in relation to the Software and Services. The End User agrees that if KNA does not exercise or enforce any legal right or remedy which is contained in the Agreement Documents (or which KNA has the benefit of under any applicable law), this will not be taken to be a formal waiver of KNA's rights and that those rights or remedies will still be available to KNA. If any court of law, having jurisdiction over 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" "SSA", "End User License Agreement" or "EULA" as may be referenced by the Equipment's user Instructions and other documents by KNA or Kärcher. KNA, Kärcher, and the End User are each independent contractors with respect to the subject matter of this Agreement.

**10.2 Export Control.** The Software is subject to United States Export Laws. Kärcher, KNA, and the End User agree to comply with all applicable domestic and international export and re-export restrictions and regulations, including those of the jurisdiction where the Equipment 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 KNA. The End User shall not delegate the End User's responsibilities or obligations under the Agreement Documents to any third-party without KNA's prior written approval.

**10.4 Arbitration.**

This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by JAMS 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.

- **Arbitrator Selection:** 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.
- **Location:** The place of arbitration shall be Wilmington, Delaware (or another mutually agreed location).
- **Governing Law for Arbitration:** The arbitration shall be governed by the laws of the State of Delaware.
- **Procedures:** Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person or virtual hearings.
- **Costs:** The arbitrator 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.
- **Confidentiality:** 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.
- **Non-Payment Consequences:** Failure or refusal of a party to pay its required share of deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such an 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 above.

- Injunctive Relief: Notwithstanding the foregoing, either party may seek temporary or injunctive relief in any court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.

## **11. Notices**

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") shall be in writing and shall be deemed given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email, provided that no delivery failure notification is received.

The address for Notice to KNA is 6398 N. Karcher Way, Aurora, CO 80019, with a copy to [legal.us@karcher.com](mailto:legal.us@karcher.com) by electronic mail.

## **12. Term**

This Agreement shall commence on the Effective Date and shall continue in effect as a master framework for all current and future Equipment and related Software or Services acquired by the End User, unless and until terminated in accordance with Section 6 of this Agreement.