

TENNANT

END USER LICENSE AGREEMENT FOR AUTONOMOUS NAVIGATION SOFTWARE

This End User License Agreement, together with all documents referenced herein (collectively, this “**Agreement**”) explains the special terms of use of the Software and Autonomy Services (each as defined below), and the other terms and conditions relating to such Software and Autonomy Services, in each case applicable to the customer licensing the Software under this Agreement (the “**End User**”) in connection with an order by such End User pursuant to a Service Document (as defined below) between such End User and the affiliate of Tennant Company identified in such Service Document (such affiliate being referred to in this Agreement as “**Tennant**”). Brain Corporation (“**Brain**”) is a technology provider to Tennant. This Agreement governs the use of Brain’s software (the “**Brain Software**”) and Tennant’s software (the “**Tennant Software**”; the Brain Software and the Tennant Software are collectively referred to herein as the “**Software**”) contained on any BrainOS® powered robotic scrubber provided under the “Brain” or “BrainOS” trademark and “Tennant” trademark and manufactured and sold by Tennant or a Tennant distributor or reseller (each, a “**Robotic Floor Cleaner**”).

1. Accepting this Agreement

By the End User (a) using the Software or Autonomy Features (as defined below), (b) executing or accepting this Agreement, or (c) executing or issuing a subscription agreement, order document, quote or other instrument or agreement that references this Agreement or the applicable Robotic Floor Cleaner(s) (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 all future purchases of Robotic Floor Cleaners. In certain circumstances, including when the End User obtains a Robotic Floor Cleaner from a Tennant-authorized distributor or reseller, the support, training, and other obligations and rights of Tennant hereunder may be delegated, in Tennant’s sole discretion, to a Tennant-authorized distributor or reseller, training partner or service partner.

2. Autonomy Services

During the initial period specified in the respective Service Document (as such period may be extended or renewed from time to time), 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 Floor Cleaner, the Robotic Floor Cleaner 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 Floor Cleaner will not be able to operate autonomously but can be used in manual operation.
- 2.2 **Support Services.** Tennant will provide its standard first level service on the End User’s Robotic Floor Cleaner. Tennant or Tennant Affiliates (as defined below) (as applicable) will provide to 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) summaries of the amount of usage in autonomous mode of each Robotic Floor Cleaner. The Autonomy Services require use of communication methods like cellular service or other similar systems. The End User consents to such communications and waives any claims it may have against Tennant or its affiliates, subcontractors, or sub-processors, including Brain, and their respective subsidiaries, affiliates, and licensors (“**Tennant Affiliates**”) related to such communication methods. Tennant is not responsible for the availability or quality of such communication methods. During operation, if access to cellular data is not available for a Robotic Floor Cleaner, Tennant may not be able to provide that Robotic Floor Cleaner the applicable support services described in this Section 2.2. Furthermore, to the extent Tennant (through Brain or otherwise) provides text communication to support Autonomy Services, the End User must provide a cellular phone with cellular service and must agree to receive such text communication.

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

The End User shall comply with the usage rules established below that apply to all Robotic Floor Cleaners (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 Floor Cleaner (its “**Permittees**”).
- 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 Floor Cleaner).
- 3.3 **Approved Uses.** The Autonomy Features allow the Robotic Floor Cleaner to learn actions performed by an operator and later autonomously perform similar actions based on that learning. Without limiting the other Restrictions on Use in this Section 3, the End User and its Permittees shall only use the Robotic Floor Cleaner and Autonomy Services in Approved Environments. “**Approved Environments**” are indoor industrial/commercial environments typically cleaned by manual floor cleaners of comparable build and design to the Robotic Floor Cleaner, where the approved cleaning area shall not include ramps or inclines. Approved Environments do not include environments requiring failsafe performance, including any application in which the failure of the Robotic Floor Cleaner, Software, and Autonomy Services could be reasonably likely to lead directly to death, personal injury, or severe physical or property damage after employing reasonable measures to secure the location in advance of the use of the Robotic Floor Cleaner. Approved Environments shall be limited to cleaning areas with adequate cellular communication signals permitting cellular data communication with the Robotic Floor Cleaner’s central processing unit to enable periodic safety-related updates not less than monthly and comply with all other requirements listed in the Instructions (as defined below). The End User will monitor and designate Approved Environments for cleaning using Tennant’s product documentation and industry standard practices for machinery and wet floors, including caution signage and barriers, and while a Robotic Floor Cleaner is in autonomous mode, all drops, stairs, escalators, moving platforms, or cliffs near to the Robotic Floor Cleaner during its operation must be guarded by a physical barrier (such as, for example, safety cones). The End User shall, and shall cause its Permittees to, use the Autonomy Services only in accordance with the Robotic Floor Cleaner’s user manuals, guides, safety sheets, and instructions provided in the Software (collectively, the “**Instructions**”). These Instructions may be updated, revised, or otherwise modified by Brain or Tennant from time to time. The End User will be responsible for operating the Robotic Floor Cleaner and Autonomy Services, and instructing all Permittees of the Robotic Floor Cleaner how to use, the Robotic Floor Cleaner and Autonomy Services, in accordance with the Instructions.
- 3.4 **Training.** Tennant shall provide its standard introductory training to the End User for the operation and use of the Robotic Floor Cleaner and associated Autonomy Services. This training consists of operation subject to the Restrictions on Use described in this Section 3 and other basic operation instructions. After the End User has completed such training, the End User will be responsible for instructing Permittees of the Robotic Floor Cleaner how to use the Robotic Floor Cleaner and Autonomy Services in accordance with the training and Instructions. Tennant reserves the right to charge for additional on-site training requests.
- 3.5 **Healthcare Supplement.** Any usage of a Robotic Floor Cleaner and Autonomy Services in a Healthcare Facility (as defined below) is governed by the additional terms and conditions in the EULA Healthcare Supplement attached as Exhibit A hereto. 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 shall, and shall cause its Permittees to, only operate the Software and Autonomy Services while the Robotic Floor Cleaner is in operating condition (i.e., does

not have damage, impairments, or wear that interfere with its functionality) during the commercially reasonable life of the Robotic Floor Cleaner. The End User shall, and shall cause its Permittees to, only use the Software and Autonomy Features so long as the Robotic Floor Cleaner is maintained and operated in accordance with the Robotic Floor Cleaner's Instructions. This maintenance and operation shall include:

- (a) inspection of the Robotic Floor Cleaner 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 Floor Cleaner, and
- (b) maintenance and routine service at least in accordance with industry standards for manual scrubbers. Further, the End User shall store all Robotic Floor Cleaners in a reasonably secure location away from public access.

3.7 **Certain Conduct Restrictions.** The End User shall not, and shall cause its Permittees not to, engage in any of the following conduct or activities:

- (a) operating a Robotic Floor Cleaner in any manner that constitutes a prohibited use under the Robotic Floor Cleaner's Instructions;
- (b) intentionally tampering with, modifying, or damaging the Robotic Floor Cleaner 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 Floor Cleaner (except solely as otherwise permitted pursuant to any open source licenses, if any, provided to the End User by Tennant or 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 Floor Cleaner;
- (e) using the Software or the Autonomy Services to conduct any operation of the Robotic Floor Cleaner or Software 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.

4. License

4.1 Subject to the terms of this Agreement and End User's payment of all license fees, Tennant grants the End User a non-sublicensable and non-exclusive license, solely during the period with respect to which the End User has paid for a subscription to access the Autonomy Services pursuant to a Service Document (the "**Subscription Term**") and any period of Unsupported Use (as defined below), solely for the End User's (and its Permittees') Use (as defined below) of the Software in the country in which Tennant or a Tennant distributor or reseller delivered the Robotic Floor Cleaner to the End User in conjunction with (a) the Robotic Floor Cleaner 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, for internal business purposes only, through a user interface on the Robotic Floor Cleaner as necessary to navigate and operate the Robotic Floor Cleaner autonomously in an Approved Environment in accordance with Section 3; provided, that with respect to an End User whose business includes leasing or renting equipment to third parties, "for internal business purposes only" shall be deemed to mean (i) such End User's own internal business purposes and (ii) the internal business purposes of such third parties, but with respect to this clause (ii) only during the Subscription Term.

4.2 All rights not specifically granted under this Agreement are reserved by Tennant and Brain and, as applicable, Tennant Affiliates. 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 may not be construed as a sale of any rights in the Software. This Agreement also applies to any patches, modifications or updates the End User may obtain for the Software, and to the Software on any Robotic Floor Cleaner that is Used by the End User. The End User agrees that Tennant or Brain may remotely patch, modify or update the Software on the Robotic Floor Cleaner without any further notice or consent. Such Software patches, modifications or updates may affect or erase data that the End User has stored in the Robotic Floor Cleaner. Tennant and Tennant Affiliates are not responsible for any affected or erased data due to a Software patch, modification or update.

- 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 Brain Software (including any patches, modifications and updates to and feedback about and derivative works of the Brain Software and all copies), including any Intellectual Property Rights that subsist in the Brain Software, and that Tennant licenses such Brain Software from Brain with a right to sub-license it to the End User pursuant hereto. The End User agrees and acknowledges that Tennant, its affiliates and its licensors own all legal right, title and interest in and to the Tennant Software (including any patches, modifications and updates to and feedback about and derivative works of the Tennant Software and all copies), including any Intellectual Property Rights that subsist in the Tennant 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. Tennant and Brain reserve all rights not expressly granted to the End User. The 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 Floor Cleaner.
- 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 Floor Cleaner 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 Floor Cleaner.
- 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 Floor Cleaner. Nothing in this Agreement gives the End User any right to any of Tennant’s or Brain’s trade names, trademarks, service marks, logos, domain names, or parts thereof, or other distinctive brand features.
- 4.6 After the Subscription Term ends, the End User will no longer receive Software patches, modifications or updates, including those relating to safety, or connected Autonomy Services or support. The End User may, to the extent provided in the Service Documents, nonetheless be able to continue unsupported autonomous use of the applicable Robotic Floor Cleaner (**“Unsupported Use”**; where the Unsupported Use combined with the Subscription Term may also sometimes be referred to in Service Documents or other documentation as **“Lifetime Autonomy”**). For avoidance of doubt, Unsupported Use may only be Used for internal business purposes by the End User for the Robotic Floor Cleaner for which it was purchased, and such Unsupported Use may not be transferred, leased, rented out, or subcontracted to any third parties by the End User. In the event the End User engages in Unsupported Use, Tennant and Brain make no representations or warranties on the functionality of the Unsupported Use and such Unsupported Use shall be solely at the risk of the End User. The End User acknowledges and agrees that Unsupported Use involves increased risk and hazards due to the lack of Software patches, modifications or updates and support. To the fullest extent permitted by applicable law, the End User fully assumes all risks relating to any Unsupported Use, waives and releases Tennant, Brain, the other Tennant Affiliates, and the respective affiliates, officers, directors, employees, and agents of the foregoing (the **“Released Parties”**) from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) (**“Losses”**) arising from or relating to any Unsupported Use, and hereby agrees to indemnify and hold harmless the Released Parties or any of them from and against any and all Losses sustained or incurred arising from or relating to any Unsupported Use.

5. Privacy and Information

- 5.1 To continually innovate, update, and improve their products, and provide products or services to the End User, Tennant may, itself or through Tennant Affiliates, collect data (which, for clarity, may include Personal Data (as defined below)) from the Software or the Robotic Floor Cleaner (“**AMR Data**”), including as provided in this Agreement and/or the Data Protection Addendum related hereto (available at www.tennantco.com/en_us/general-policies.html), as updated from time to time (collectively the “**Privacy Policies**”). For avoidance of doubt, End User shall be the “controller” or “business”, Tennant shall be the “processor” or “service provider”, and Brain shall be a “subprocessor” or “service provider” (as such terms are defined under applicable data protection laws) with respect to any Personal Data. The End User may be subject to, or have, additional limitations, consents, responsibilities, or rights related to Tennant’s and/or Tennant Affiliates’ collection, processing, maintenance, use, or transfer of AMR Data or other information under or relating to this Agreement. The End User retains all ownership or other rights over all AMR Data subject to the rights and permissions granted to Tennant and Tennant Affiliates herein. The End User hereby irrevocably grants to Tennant and Tennant Affiliates a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, transfer, store, manipulate, modify, compile with other data or works and/or create derivative works of the AMR Data as are necessary or useful to Tennant and Tennant Affiliates to: (1) enforce this Agreement, (2) exercise their rights or perform obligations hereunder, (3) provide, improve or develop their services, products and offerings (including new services, products and offerings), and (4) for all other legitimate business purposes. The End User has sole responsibility for obtaining all consents, authorizations, and permission (including providing notices to users or third parties) and satisfying all requirements necessary to permit Tennant’s and Tennant Affiliates’ use of AMR Data. Unless agreed in writing, Tennant and Tennant Affiliates have no obligations to archive AMR Data for future use and may delete it in their discretion. The End User consents to any transfer of AMR Data outside of its country of origin, except that Personal Data (as defined below) is subject to the Privacy Policies.
- 5.2 Tennant owns all right, title, and interest, including all Intellectual Property Rights, that are: (i) developed or created by it or Tennant Affiliates by processing or analysis of AMR Data; (ii) generated or identified through support, monitoring or other observation of End User’s use of the Robotic Floor Cleaner or Autonomy Services; or (iii) End User’s or Permittees’ suggestions, comments or feedback regarding the Software and/or any related data. The operation and performance of the Robotic Floor Cleaner and the Autonomy Services is Tennant’s confidential information. If the End User provides suggestions, comments or feedback regarding the Autonomy Services, Tennant owns all such information, and the End User hereby assigns to Tennant all right, title and interest in and to the same without restriction. The clauses in this Section 5.2 describe the rights as between Tennant and the End User, and the End User acknowledges that these rights may be divided between Tennant and Tennant Affiliates, in Tennant’s discretion.
- 5.3 To provide certain features of the Autonomy Services, Tennant and Tennant Affiliates will collect, use, process, transfer, store, and maintain AMR Data, including certain diagnostic, use, operational and geographic location data relating to the applicable Robotic Floor Cleaner, together with information from the End User’s customer account, including information relating to model numbers, serial numbers, account identifiers, service and maintenance history, and any Personal Data (as defined below) that may be necessary or useful to provide the Autonomy Services, fulfill the purposes of this Agreement or any other agreements that Tennant has with the End User, or improve or develop services, products or offerings or for any other legitimate business purpose. The type and amount of AMR Data collected by the Software will vary by Robotic Floor Cleaner type and may change at any time without notice. The End User hereby agrees to Tennant’s and Tennant Affiliates’ collection, use, processing, transfer, storage and maintenance of such AMR Data and the other rights with respect to AMR Data granted in this Agreement.
- 5.4 Tennant and Tennant Affiliates may process certain data and information about the End User, Permittees, users of the Autonomy Services, and the End User’s employees, customers, suppliers or affiliates that are recognized under applicable law as “personal data, “personally identifiable information” or similar terms

(“**Personal Data**”) in connection with this Agreement.

6. Terminating this Agreement

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

- 6.1 In the event that Tennant 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.
- 6.2 To the extent permitted under any applicable law, regulation, or directive, Tennant 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 (b) Tennant 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.
- 6.3 This Section 6 and Sections 4, 5, 8 and 10 and those portions of this Agreement that by their nature should survive, survive termination of this Agreement.

7. Warranties

Tennant itself or through Tennant Affiliates (as applicable) represent and warrant that the Autonomy Services will: (a) materially conform to the Robotic Floor Cleaner’s then-current Tennant user manuals; and (b) provide functioning autonomous navigation as reasonably verifiable by Tennant for each Robotic Floor Cleaner, subject to the Restrictions on Use and other terms of this Agreement, during the Subscription Term. Upon the End User providing written notice of Tennant’s breach of the preceding warranties and Tennant’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 Floor Cleaner shall be termination of the Autonomy Services for that Robotic Floor Cleaner and a pro-rated refund of the fees paid by the End User for the remaining time of the End User’s Subscription Term for such Robotic Floor Cleaner. Other than as expressly set forth in this Section 7, to the fullest extent permitted under any applicable law, regulation, or directive, Tennant and Tennant Affiliates make no representations or warranties whatsoever and expressly disclaim all statutory and implied warranties and conditions of any kind, including the implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement.

8. Limitation of Liability

Notwithstanding any other provision of this Agreement or any other document or instrument (including a Service Document), to the fullest extent permitted by applicable law, regulation or directive, the End User expressly understands and agrees that (a) Tennant and Tennant Affiliates shall not be liable under any theory of liability for any indirect, incidental, special, consequential, punitive or exemplary damages arising under or relating to this Agreement, including loss of profits, revenue or use, loss of data, loss of opportunity, or lack of availability, whether or not Tennant, Tennant Affiliates or their respective representatives have been advised of or should have been aware of the possibility of any such damages arising, and (b) in no event will the total aggregate liability of Tennant and Tennant Affiliates under or relating to this Agreement exceed five hundred thousand U.S. dollars (\$500,000) for all claims related to or arising from AMR Data, Software, Robotic Floor Cleaner(s), Autonomy Services and/or Autonomy Features or otherwise related to or arising from this Agreement, whether liability is alleged to arise under contract law, tort law, warranty, strict liability or otherwise. The foregoing limitations on liability shall not apply to any injury of life or body arising from any willful misconduct of Tennant or any Tennant Affiliate, 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 Floor Cleaner that cannot be limited by contract.

9. Changes to this Agreement and Autonomy Services

Tennant reserves 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, regulations or directives, and/or that do not materially impact the End User's use of the Robotic Floor Cleaner or the End User's use of the Software, Autonomy Services, or Autonomy Features (collectively referred to as "**Additional Terms**"). Any Additional Terms will be effective immediately and deemed to be automatically 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, or posting on Tennant's website relating to EULAs (as defined below) 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. Further, Tennant reserves the right to modify the Software, Autonomy Services or Autonomy Features (or any part thereof), in Tennant's sole discretion. The End User agrees that Tennant and Tennant Affiliates will not be liable to the End User or any third party for any modification of the Software, Autonomy Services or Autonomy Features.

10. General Legal Terms

- 10.1 Notwithstanding any provision of any other document or instrument, any terms (other than those set forth in this Agreement) with respect to the AMR Data, Software, Autonomy Services, or Autonomy Features in a Service Document, purchase order, vendor agreement, extended service agreement, or any other document or instrument are void and of no force or effect except to the extent expressly agreed upon in a writing signed by Tennant that expressly refers to this Agreement and specifically identifies the provision or provisions hereof that are superseded or supplemented thereby, and the terms and conditions of this Agreement shall control in the event of a conflict with any such document or instrument except to the extent superseded as provided above. This Agreement, together with the transaction-specific terms in an applicable Service Document with Tennant such as price, Subscription Term and location(s) of Robotic Floor Cleaner(s) (together, the "**Agreement Documents**"), constitutes the entire and exclusive agreement between the End User and Tennant with respect to the subject matter hereof and thereof, governs all matters relating to the AMR Data, 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 and supersedes any other agreements or understandings between the End User and Tennant in relation to the AMR Data, Software, Autonomy Services, and/or Autonomy Features, subject to the first sentence of this Section 10.1. The End User agrees that if Tennant does not exercise or enforce any legal right or remedy which is contained in the Agreement Documents (or which Tennant has the benefit of under any applicable law), this will not be taken to be a waiver of Tennant's rights and those rights or remedies will still be available to Tennant. If any court of law, having the jurisdiction to decide on this matter, or arbitrator pursuant to the dispute resolution provisions hereof rules that any provision of the Agreement Documents is invalid or unenforceable, then that provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of the Agreement Documents will continue in full force and effect. This Agreement shall serve as the Autonomous Navigation Software End User License Agreement ("**EULA**") or similar phrasing as may be referenced by the Instructions and other documents provided or made available by 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 Floor Cleaner 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 Tennant. 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 Tennant's prior written approval. Tennant may assign or transfer the Agreement Documents or any of its rights or

obligations thereunder without consent. Further, Tennant may subcontract any of its obligations under this Agreement without consent; provided, that no such subcontracting shall relieve Tennant of any obligations under this Agreement. At the request of Tennant (or, as applicable, Tennant Affiliates), the End User shall, and shall cause its personnel to, promptly execute such further documents and take such further actions as may be reasonably necessary to carry out the provisions of this Agreement, including to perfect, register or enforce the rights set forth herein.

- 10.4 The Agreement Documents 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 the Agreement Documents, 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 Hennepin County, Minnesota. 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 the End User nor Tennant nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both the End User and Tennant. The End User and Tennant agree that failure or refusal of the other 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 witnesses. 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 Tennant shall be allowed to seek injunctive remedies (or any similar type of interim relief) in court. Regardless of arbitrability, any dispute resolution proceedings or lawsuits, whether in arbitration or in a court of law, will be conducted only on an individual basis and not in a class, or representative action. Therefore, the End User hereby waives all rights to bring claims on behalf of a class of persons; however, the End User may still bring an individual claim for injunctive relief in a court of competent jurisdiction. Nothing in this Section 10.4 shall operate to prevent the parties from settling claims on a class-wide basis or otherwise coordinating claims filed in arbitration.
- 10.5 ANY CAUSE OF ACTION OR CLAIM THE END USER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE AMR DATA, THE SOFTWARE, THE AUTONOMY SERVICES OR THE AUTONOMY FEATURES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- 10.6 For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. To the extent any translation of this Agreement is prepared in another language, such translation shall be for convenience only and shall not affect the interpretation of this Agreement, and this Agreement in the English language shall control and prevail.

[Signature page follows]

By signing below, the End User agrees all purchases, acquisitions, rentals, leases, licenses or uses, now and in the future, of any Robotic Floor Cleaner and/or the Software are subject to the terms of this Agreement, and the natural person signing below represents and warrants that she or he is duly authorized to execute and deliver this Agreement on behalf of the End User referenced below. Additionally, by signing below, the End User accepts this Agreement and acknowledges 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.

END USER (add company/entity name): _____

By: _____ (signature)

Name: _____ (print)

Title: _____

Address: _____

Date: (Month/Day/Year) _____

EXHIBIT A

HEALTHCARE SUPPLEMENT

This Healthcare Supplement is Exhibit A to Tennant’s End User License Agreement (“**EULA**”) to which the End User is a party. This supplemental healthcare agreement (“**Healthcare Supplement**”) provides additional EULA terms and conditions for the use of any of Robotic Floor Cleaner Autonomy Services in a Healthcare Facility (as defined below). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the EULA, which the End User acknowledges remains in full force and effect.

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 (“**Healthcare Facility**”).

An active patient is any individual undergoing a medical, clinical, diagnostic procedure or therapeutic treatment, or otherwise engaging in services directed by a medical practitioner at a Healthcare Facility (“**Active Patient**”).

The End User, as well as its Permittees, acknowledge and agree to the following Robotic Floor Cleaner usage requirements:

1. The Robotic Floor Cleaner may only be used in a section of a Healthcare Facility when that section is not being used to provide care to Active Patients at the time of autonomous operation. For reference only, representative examples of a permitted “section” include areas such as restaurants, lobbies, gift shops, main walkways, administration, or dedicated laboratory corridors.
2. Before using the Autonomy Services in any section, physical and/or administrative controls must be in place to prevent the Robotic Floor Cleaner from navigating into any adjoining sections where Active Patients may be present for the purpose of receiving care. For reference only, representative examples of potential “controls” include closed doors, cones spaced no wider than the width of the scrubber, other barriers, or verification the section is closed to Active Patients during cleaning.

Notwithstanding the foregoing, the End User is solely responsible for the suitability of the Robotic Floor Cleaner to the environment.