



## Soft Robotics General Terms and Conditions

**1. General.** The terms and conditions contained herein, together with any additional or different terms contained in Soft Robotics, Inc.'s ("SRI") quotation or proposal to which these terms and conditions are attached or which reference the terms and conditions (the "Proposal"), if any, submitted to Client (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by SRI of the order, or Client's acceptance of SRI's Proposal, is expressly limited to and conditioned upon Client's acceptance of these terms and conditions, payment for or receipt of any performance by SRI constituting acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Client to which terms SRI hereby objects.

Unless the context otherwise requires, the term "Equipment" as used herein means either (i) gripper control devices (e.g. SRCU, CMOD), (ii) perception systems (e.g. PMOD), (iii) computation systems (e.g. IMOD), or (iv) end of arm tooling hubs, adapters, spacers, and other hard components only, not including Service Parts which may be included as part of the initial end of arm tooling purchase. "Service parts" as used herein means tubing, fingers, actuators, sealing o-rings, fasteners, and other related accessories. "Software" means all machine learning (ML) models, firmware, software and associated documentation, if any, licensed to Client by SRI under the order. "Professional and Installation Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or time and materials-based services provided by SRI under the order.

As used herein, and unless expressly stated otherwise, SRI's obligations to and the rights (but not the obligations) of a "Client" hereunder shall mean only the initial end user of the Equipment and/or Services. SRI may subcontract all or any part of the Services provided that SRI shall remain liable for such Services.

### **2. Prices.**

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Eastern time, Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Client agrees to pay or reimburse any such taxes which SRI or its suppliers are required to pay or collect. If Client is exempt from the payment of any tax or holds a direct payment permit, Client shall, upon order placement, provide SRI a copy, acceptable to the relevant governmental authorities, of any such certificate or permit.

(d) The price does not include customs duties and other importation or exportation fees, if any, at the rates in effect on the date of SRI's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by SRI's additional cost.

(e) Prices for Professional and Installation Services packages at the Client's site do not include travel or other incidentals, which shall be separately invoiced to Client, with such invoices payable within thirty (30) days of receipt.

### **3. Payment.**

For all Equipment sales, unless specified to the contrary in writing by SRI (including in the Order or Proposal), payment terms are cash, payable without offset, in United States Dollars, 50% deposit of the order total due upon purchase order submission and the remaining 50% due upon shipment under net 30 terms by electronic or wire transfer to the account designated by SRI in the Order or Proposal.

(a) If in the judgment of SRI, the condition of Client at any time prior to delivery does not justify the terms of payment specified, SRI may require payment in advance, payment security satisfactory to SRI, or may terminate the Order, whereupon SRI shall be entitled to receive reasonable cancellation charges. Delays in delivery or nonconformities in any installments delivered shall not relieve Client of its obligation to accept and pay for remaining installments.

(b) In the event of late payment of any invoice, Client shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus attorneys' fees and court costs incurred by SRI in connection with collection.

### **4. Changes.**

(a) Any changes requested by Client affecting the ordered scope of work must be accepted by SRI and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) SRI may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Client objects to any such changes, SRI shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

### **5. Delivery.**

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Client shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Client or by Force Majeure, SRI may move the Equipment to storage for the account of and at the risk of Client whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Client's 50% deposit being received by SRI upon purchase order submission, timely approvals and delivery by Client of any documentation required for SRI's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to SRI within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by SRI. Claims for damage after delivery shall be made directly by Client with the common carrier.

**6. Title & Risk of Loss.** Except with respect to Software (for which title shall not pass, use being licensed), and notwithstanding anything to the contrary herein, in any purchase order, or any other documents, title to all Equipment which is rented shall remain in SRI, and title to all Equipment which is sold to Client shall pass upon delivery to the common carrier at



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SRI's loading dock (or, for Equipment rentals which are subsequently purchased, shall pass to Client upon receipt of final payment for such Equipment). For all Equipment and Software, whether licensed, sold, or rented, Risk of Loss or Damage shall pass to Client upon delivery to the common carrier at SRI's loading dock.

### 7. Warranties and Remedies.

- (a) **Equipment Warranty.** SRI warrants that Equipment (excluding Software, which is warranted as specified in paragraph (f) below) shall be delivered free of material defects in materials and workmanship and that Services shall be free of material defects in workmanship. The "Warranty Remedy Period" for New Equipment (excluding Software and Service Parts) shall end two (2) years after date of shipment. The "Warranty Remedy Period" for refurbished Equipment shall end one (1) year after date of shipment.
- (b) **Service Parts Warranty.** Service Parts (whether new or refurbished) are warranted to be free of any material manufacturing defects upon delivery to Client, and any claim for breach of such warranty must be made within ten (10) days of delivery. No other warranty is available for Service Parts.
- (c) **Professional and Installation Services.** The Warranty Remedy Period for Professional or Installation Services shall end thirty (30) days after the date of performance of Services.
- (d) **Nonconformity.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to SRI promptly after such discovery and within the applicable Warranty Remedy Period, SRI shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to SRI promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, SRI will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
- (e) **Exceptions.** SRI shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-SRI supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Client's risk and expense. SRI shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to SRI's instructions; (iv) is comprised of materials provided by or a design specified by Client; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by SRI but manufactured by others is warranted only to the extent of the manufacturer's warranty (and only to the extent such warranty is transferable), and only the remedies, if any, provided by the manufacturer will be allowed.
- (f) **Software Warranty and Remedies.** SRI warrants that, except as specified below, the Software will, when properly installed,

perform in all material respects in accordance with SRI's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to SRI promptly after such discovery and within that period, including a description of the nonconformity and sufficient information is provided such that SRI can reproduce such nonconformity, SRI shall correct the nonconformity by, at its option, either (i) modifying or making available to the Client instructions for modifying the Software; or (ii) making available at SRI's facility necessary corrected or replacement programs. SRI shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software, (ii) flaws in Client's specification or (iii) Client-supplied software or interfacing. SRI does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Client, or that the software products are free from errors.

(g) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE CLIENT'S EXCLUSIVE REMEDIES AND SRI'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

### 8. Patent Indemnity.

- (a) SRI shall defend at its own expense any action brought against Client by a third party alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by SRI (a "Process") directly infringes any claim of a patent of the United States of America and SRI shall pay all damages and reasonable costs finally awarded in any such action, provided that Client has given SRI prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Client.
- (b) SRI shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by SRI; (ii) any Equipment or Process supplied according to a design, other than an SRI design, required by Client; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of SRI. If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, SRI shall, at its option and its own expense, procure for Client the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Client's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF SRI AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.
- (c) To the extent that said Equipment or any part thereof is modified by Client, or combined by Client with equipment or processes not furnished hereunder (except to the extent that SRI is a contributory infringer) or said Equipment or any part thereof is used by Client to



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perform a process not furnished hereunder by SRI or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against SRI, Client shall defend and indemnify SRI in the same manner and to the same extent that SRI would be obligated to indemnify Client under this "Patent Indemnity" provision.

**9. Client Warranty and Indemnification.** Client hereby warrants to SRI that it shall take the necessary steps to insure that its employees are properly trained in the operation of the Equipment and processes included as a part of, or resulting from, performance of the Services, and that any persons who will be involved in operating, demonstrating, repairing, cleaning or otherwise engaged with such machinery, equipment and processes will comply with all safe operating practices and procedures recommended by the manufacturer. Client further warrants that it will not remove, cover up or alter any warnings or instructions posted or applied to any machinery or equipment included as a part of the Services, or make any alterations which adversely affect the safe operation thereof. Client further warrants that it will not remove any guards or other features incorporated into any such machinery and/or equipment which are designed or intended to enhance operator safety. CLIENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SRI AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSS, COST, LIABILITY OR EXPENSE, INCLUDING ANY ATTORNEYS FEES AND RELATED COSTS, TO THE EXTENT ARISING OUT OF OR RELATED TO ANY BREACH BY CLIENT OF THE FOREGOING WARRANTY.

**10. Limitation of Liability.** In no event shall SRI, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Client or other third parties for any damages. SRI's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(a) All causes of action against SRI arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(b) In no event, regardless of cause, shall SRI be liable for penalties or penalty clauses of any description or for indemnification of Client or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

**11. Laws and Regulations.** SRI does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein per Article 22, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Client. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, SRI assumes no

responsibility for compliance therewith. If Client desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon SRI for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding Massachusetts law with respect to conflicts of law. Client agrees that all causes of action against SRI under this Agreement shall be brought in the State Courts of the Commonwealth of Massachusetts, or the U.S. District Court located in Boston, Massachusetts. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

**12. Software License.**

(a) SRI hereby grants Client a limited, revocable license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by SRI and only for the intended purpose of the equipment, subject to SRI's discretion; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Client's right to use the Software shall terminate immediately when the specified Equipment is no longer used by the Client or when otherwise terminated, e.g. for breach, hereunder; (v) the Software shall not be sublicensed, distributed, sold or accessed by any third party, except with SRI's prior written consent; and (vi) the rights to use the Software are non-exclusive and non-transferable, except with SRI's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Client any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Client shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to SRI the Software and all copies thereof and shall remove all machine-readable Software from all of Client's storage media.

**13. Inventions and Information.** Unless otherwise agreed in writing by SRI and Client, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment, Service Parts and Services shall remain with SRI. Any design, manufacturing drawings or other information submitted to the Client remains the exclusive property of SRI. Client shall not, without SRI's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

**14. Force Majeure.** SRI shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Client, compliance with government regulations, insurrection or riot, embargo, delays or shortages in



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transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate SRI for such delay.

**15. Cancellation.** Any order may be cancelled by Client only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by SRI attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

**16. Termination.** No termination by Client for default shall be effective unless, within fifteen (15) days after receipt by SRI of Client's written notice specifying such default, SRI shall have failed to initiate and pursue with due diligence correction of such specified default.

**17. Export Control.**

(a) Client represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Client agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by SRI or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, SRI shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Client. Client shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license not directly caused by SRI shall suspend performance of this Agreement by SRI. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by SRI without liability for damages of any kind resulting from such cancellation. At SRI's request, Client shall provide to SRI a Letter of Assurance and End-User Statement in a form reasonably satisfactory to SRI.

**18. Assignment** Any assignment of this Agreement or of any rights or obligations under the Agreement without the prior written consent of SRI shall be void.

**19. Nuclear Insurance - Indemnity.** For applications in nuclear projects, the Client and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify SRI, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

**20. Resale.** If Client resells any of the Equipment, the sale terms shall limit SRI's liability to the buyer to the same extent that SRI's liability to Client is limited hereunder. Client shall be responsible for any gap between the limitations of liability contained herein and in those of any resale agreement and Client shall indemnify and hold SRI harmless from any claims in excess of the limits of liability contained herein from any third-party purchaser.

**21. Marketing Rights.** Client may not use any photographs or other likenesses of any Equipment, nor any of SRI's logos, trademarks or

trade dress without SRI's prior express written permission. In the event of its receipt of such permission, Client shall provide copies of any marketing materials created using such SRI property, and SRI shall have the right to re-use any such marketing materials for its own purposes. In the event that Client uses any photographs or likenesses of any Equipment, such use shall be conditioned upon Client providing express credit in such materials as "Technology powered by Soft Robotics" or substantially similar language. SRI will not use Client's logos and name in SRI's marketing materials or on its website without obtaining Client's prior written approval.

**22. Data Privacy.** SRI and Client shall comply with all applicable data protection and privacy laws. Client acknowledges that the Software may collect and store data. SRI will not share, sell, or disclose such data to third parties, except as required by law.

**23. Entire Agreement.** This Agreement constitutes the entire agreement between SRI and Client. There are no agreements, understandings, restrictions, warranties, or representations between SRI and Client other than those set forth herein or herein provided.