

AUTONOMOUS COMMERCIAL MOWING SYSTEM
PURCHASE AND LICENSE AGREEMENT

This Autonomous Commercial Mowing System Purchase and License Agreement ("Agreement") is made effective as of _____, by and between Autonomous Robotics Technology, located at 2120 West Braker Lane, Suite M, Austin, Texas 78748, and/or its designated assignee, herein referred to as "Company," "we" or "us," and _____, herein referred to as "Customer" or "you". Together, Customer and Company shall be referred to collectively as Parties.

1. Introduction.

1.1. The Company is excited to offer you its patented Autonomous Commercial Mowing System which allows you to schedule and run lawn care jobs autonomously, remotely pilot or manually pilots jobs on site. Company's patents may be viewed at <https://rovertch.live/patents>.

1.2. This Agreement is in addition to the Autonomous Commercial Mowing System Deposit Agreement, which concerns the deposit necessary to obtain shipment of the Autonomous Commercial Mowing System, and the use of Fleet Manager Software as provided in the in-app EULA.

1.3. This Agreement provides the terms and conditions for the use of the Autonomous Commercial Mowing System, its software, equipment, and any related peripherals necessary to operation of the Autonomous Mowing System.

1.4. This document includes a mandatory arbitration clause and class action waiver. Please read it carefully.

1.5. This Agreement outlines the terms under which the Autonomous Commercial Mowing System is sold and related software is licensed to the Customer by the Company. It governs the purchase, use, and operation of the Autonomous Mowing System, ensuring both Parties understand their rights, obligations, and responsibilities.

2. What do you get?

2.1 License to the Fleet Manager Software: Upon payment, Customer shall receive a non-exclusive, non-transferable, perpetual license to use the Equipment and Autonomous Mowing System, including Fleet Manager Software under the ART EULA for system management at Customer's jobsites, for the number, make, model and VIN number(s) contracted for on Exhibit A.¹ Company warrants that the Autonomous Commercial Mowing

¹ Additional Autonomous Mowing Units may be purchased *a la carte* by Customer in accordance with the schedule attached hereto as Exhibit A.

System and Equipment supplied hereunder shall be supported by Fleet Manager Software for a period of not less than 5 years from the software go live date, as identified in the Autonomous Mowing software. You understand and agree that future generations or iterations of the Autonomous Commercial Mowing System and Fleet Manager Software may provide for additional features or offerings that are not offered by the Autonomous Commercial Mowing System or Fleet Manager Software supplied hereunder and may not be available to you without further purchase.

2.2 Branding: In consideration of the ongoing Fleet Manager Software payment, you get the right to use Autonomous Rover Technology branding in promotion of your business, as provided in this Agreement, subject to the Branding Guidelines supplied by the Company, which is incorporated into this Agreement as if set forth fully herein. In the event that the Fleet Manager payment is in default, the license to use the Branding provided hereunder shall immediately cease.

2.3 Virtual Training and Implementation: You also get virtual training and implementation videos, assets, and access to the company's knowledge base.

2.4 Comprehensive Equipment Coverage: Unless you choose a higher level Customer Service Level of Service Agreement ("CSLSA"), you are covered by our comprehensive equipment coverage, as detailed on Exhibit B.

2.5 Early Hardware Upgrades: As a member of Company's Early Adopter Program, Company agrees to support Customers by offering complimentary hardware and software upgrades to production software and hardware, within the first 12 months after installation.

3. What are your obligations?

3.1. You agree to pay for the Autonomous Commercial Mowing System and Fleet Manager Software as follows:

3.1.1 The Initial System Deposit: The Customer shall pay to Company the total sum selected on Exhibit A to the Autonomous Commercial Mowing System Deposit Agreement (the "System Payment") on the schedule and pursuant to the terms of the Autonomous Commercial Mowing System Deposit Agreement, but in no event shall you fail to pay the entire balance by the ship date for the Autonomous Commercial Mowing System. Invoicing for the Initial System Payment shall be made by pay-to-click invoice, or such other arrangement as the Parties may agree in writing.

3.1.2 The Fleet Manager Monthly Fee: Customer shall pay to Company a fee of \$2,495 per month for access to the control software.

Unless other payment arrangements are agreed by the Parties, Company will issue click-to-pay invoices monthly to Customer via the email address supplied by Customer below. Invoices shall provide Customer with reasonable detail supporting the charges

issued by Company. Invoices shall be due 14 days from receipt by Customer. In the event of non-payment, Company reserves the right to cease Customer's access to the Fleet Manager software, precluding autonomous equipment control. In the further event that the Fleet Manager Monthly Fee remains unpaid for a period of more than 30 days after invoice, Company shall have the right, but not the obligation to terminate this Agreement and the Licenses provided hereunder.

Email for Invoices: _____

3.2. You agree to take care of the Autonomous Mowing System and Equipment: While Autonomous Mowing CARE will repair or replace Equipment subject to manufacturing defects as provided below, you are responsible for keeping the Autonomous Mowing System and Equipment in good working order, avoiding abuse and misuse of the Equipment. Upon receipt of the Autonomous Mowing System and Equipment, you must inspect all Autonomous Mowing Equipment for damage or defects, providing notice of the Company of damage or defects within fourteen (14) calendar days of receipt. You must familiarize yourself with and follow the proper operation and safety guidelines provided by Company.

3.3. You agree to not alter the equipment or to attempt to use or control it using any tools or systems other than those provided by Company.

3.5 You agree to the Autonomous Rover Technology's Terms of Use including Remote Pilot in Command Responsibilities.

3.6 You agree to the Autonomous Rover Technology's

4. How will we take care of you?

With training, warranty, customer support, and buildout support (if you select it), as provided in this Agreement or its Exhibits, as applicable.

4.1 Basic Training: We'll provide you access to the Autonomous Mowing Knowledge Base that will host the Autonomous Mowing System components, Setup/Installation, Maintenance and Repair and Troubleshooting written procedures, including in video format.

4.2 Virtual Training on New Features/Game Modes: Virtual training will be offered by the Customer Success Manager.

4.3 Warranty and Customer Service Level of Service Agreement ("CSLSA"): The applicable warranty and Customer's CSLSA are identified on Exhibit B. Customer shall be obligated to pay for the CSLSA Customer selects, and Company shall be obligated to provide such CSLSA during the term of this Agreement.

4.4 Optional Buildout Support: Customer may select buildout support from the list of options provided on Exhibit C for an additional cost.

5. Miscellaneous items.

5.1. Sales of the Autonomous Mowing System are final upon payment. Refunds or exchanges of Equipment are only permitted in cases of failed Autonomous Mowing Equipment, and in that case only with respect to the failed Equipment item, as verified by Company, during the warranty term, or as otherwise provided in the CSLSA. The Customer must notify Company of any issues within fourteen (14) Business Days of discovery for a refund or exchange to be considered.

5.2. Indemnification and Release: The Customer agrees to indemnify and hold harmless Company and its affiliates, agents, representatives, and employees from any claims, damages, or expenses arising from the Customer's use of the Autonomous Mowing System, including personal injuries or damages occurring at the premises of the Customer.

The Customer, by entering into this agreement, acknowledges the inherent risks associated with the use of the Autonomous Mowing System. The Customer agrees to release Company, its affiliates, employees, agents, officers, and directors, representatives and assigns from any and all liabilities for injuries, damages, or claims arising from the use of the Autonomous Mowing System. The releases and indemnification of this section 5.2 shall include such damages caused by the releasee's or indemnitee's own negligence, and where the releasor or indemnitor has been advised of the possibility of such damages.

Except for payments due hereunder, and notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other party for any incidental, consequential, punitive damages, lost sales, lost business income, or the cost of build-out or similar expense preparing for the Autonomous Mowing System, whether arising in contract, warranty, tort (including negligence, and specifically including that party's own negligence), or otherwise.

5.3. Entire Agreement: This document, in combination with the Autonomous Mowing System Deposit Agreement and the EULA, constitute the entire agreement between Company and the Customer regarding the purchase, use, and license of the Autonomous Mowing System. No other agreements, representations, or warranties, other than those outlined therein will be binding unless in writing and signed by both Parties.

5.4. Governing Law, **Mandatory Arbitration**, and **Class Action Waiver**:

5.4.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

5.4.2 Mandatory Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Travis County, Texas, before one arbitrator. The arbitration shall be administered by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules and, if applicable, the AAA's Supplementary Procedures for Consumer Related Disputes. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

5.4.3 Class Action Waiver. The Parties agree that any disputes, claims, or controversies arising out of or relating to Agreement (collectively, "disputes") shall be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The Parties expressly waive any ability to maintain any Class Action in any forum. Notwithstanding any other clause contained in this Agreement or any other agreement between the Parties, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a Class Action or representative proceeding. This class action waiver is non-severable from the arbitration clause in which it is included. The Parties acknowledge, agree, and guarantee that under no circumstances will a class action be arbitrated or brought in any state or federal court.

5.5. Survival of Certain Provisions Upon Termination. Along with any outstanding payment obligation, which shall continue in force until paid in full, Sections 5.2, 5.3, and 5.4, inclusive of their sub-provisions, shall survive the termination of this Agreement.

5.6. Transferability and Resell. Should Customer wish to sell Autonomous Mowing, sell the business entity to which the Autonomous Mowing license was assigned or transfer the license to another entity owned by Customer, the license to operate Autonomous Mowing and accompanying Autonomous Mowing equipment purchased by Customer from Company may be transferred to the buyer so long as the buyer also agrees in writing to the terms and conditions of the Autonomous Mowing System Purchase and License Agreement and all accompanying agreements.

By agreeing to the terms outlined in this Agreement, the Customer acknowledges their understanding and acceptance of all responsibilities and conditions for the use of the Autonomous Mowing System.

Agreed by:

Customer

Date: _____

By: _____

Its: _____

AND

Company

Date: _____

By: _____

Its: _____

Exhibit A
System Level Selection

1. Two (2) 30" Autonomous Electric Mowers . Cost \$_____ US. Comprised of at least the following components or reasonable substitutions for the same, decided in the reasonable discretion of Company.

Components:

1. Two (2) 30" autonomous electric mowers
2. Full set of four (4) rechargeable batteries per mower.
3. A manual joystick controller.
4. A control tablet.
5. A depot style corded battery charger.
6. Onsite employee training
7. Training Portal access
8. Fleet Manager software access

Exhibit B
Warranty and Customer Service Level of Service Agreement

MANUFACTURERS WARRANTY:

For a period of **36 Months** from delivery of the Equipment, in the event the Equipment fails due to a manufacturing defect, Company shall repair or replace the failed equipment at Company's cost. Customer should notify Company, who will provide technical support and, if necessary, repair or replace the malfunctioning components in accordance with the terms of this agreement.

Autonomous RoverCare:

From delivery of the Equipment, in consideration for being a 2024 National Launch Partner, the Customer shall receive **12 Months of Autonomous RoverCare** coverage at no additional cost. The full details of the coverage can be found in our Autonomous RoverCare policy documents and includes the following highlights:

- * \$0 deductible per incident covered by warranty.
- * \$250 deductible per incident or repair not covered by warranty.
- * Designated Customer Success Manager that delivers ongoing training
- * Monday to Friday Tech Support from 9am to 5PM CST
- * Knowledge Base access
- * Autonomous RoverCare Warranty