BONSAI ROBOTICS INC.
BONSAI INTELLIGENCE SUBSCRIPTION SERVICES AND HARDWARE SALES TERMS

Last Updated: May 20, 2026

These Bonsai Intelligence Subscription Services and Hardware Sales Terms are entered between Bonsai Robotics Inc, dba Bonsai, a Delaware corporation with registered address at 3141 Stevens Creek Blvd #41458, San Jose, CA 95113 ("**Bonsai**") and the Customer identified in the Order ("**Customer**"). By executing a sales order that references these terms ("**Order**" or **"Sales Orde**r") or otherwise accessing or using or accepting delivery of any of the Bonsai Solution(s) (as defined below), Customer agrees to these terms. If the individual accepting these terms is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual accepting these terms does not have such authority, or does not agree with these terms and conditions, such individual must not accept these terms and may not access or use or accept delivery of the Bonsai Solution(s). These terms are effective between Bonsai and Customer as of the date of Customer's acceptance of these terms (the "**Effective Date**").

1. DEFINITIONS; ORDERING PROCESS.

1.1. Definitions.

(a) **"Bonsai Bundled Software" or "Bundled Software"** means any software or web-based online services delivered by Bonsai to Customer with the Hardware purchased by Customer at no additional charge (no separate fee), if any. For clarity, the definition of Bundled Software includes any updates or modifications of the Bundled Software delivered to Customer hereunder, as well as any associated Documentation provided by Bonsai.

(b) **"Bonsai Hardware**" or "**Hardware**" means Bonsai hardware kits, accessories, attachments, devices, controllers, wiring, cables, connectors, power supplies, batteries, charging equipment, sensors, actuators, mounting hardware, replacement parts, and/or any other tangible/physical components delivered to Customer, whether as part of an initial purchase, upgrade, repair, or replacement delivered to Customer by Bonsai hereunder (but specifically excluding Bundled Software and Third Party Products (defined below) Resold by Bonsai to the extent identified as such in the Order).

(c) "**Bonsai Subscription Service(s)**" or "**Subscription Service(s)"** shall mean the Subscription Services identified in an Order, which definition shall include all components of the Subscription Services delivered by Bonsai to the Customer, including as relevant: (a) vision-based automation and autonomous services (the "**Autonomy Services**") for use with compatible Bonsai Hardware and/or Third Party Product(s) identified in the Documentation, (b) related software based services for data insights, analysis, notifications, job planning, and vehicle control (the "**Analytics Services**"), (c) **Pilot App** (defined below) that Users may access and use in order to access and manage certain aspects of the Subscription Services, (d) any Updates or Upgrades (defined below) delivered to Customer as part of the subscription.

(d) **"Bonsai Professional Services**" or "**Professional Services**" shall mean any professional services identified in an Order or a Work Statement which are to be delivered by or on behalf of Bonsai to Customer hereunder (e.g. implementation, training, and/or configuration services).

(e)"**Bonsai Software Solution(s)**" shall mean any Bundled Software, Subscription Services, and/or Tools delivered by Bonsai to Customer in connection with this Agreement.

(f) "**Bonsai Solution(s)**" shall mean any Bonsai deliverable delivered to Customer under the terms of this Agreement, including the Bonsai Subscription Services, Support and Maintenance Services, Bonsai Hardware, Bonsai Tools, Bonsai Bundled Software, and Bonsai Professional Services delivered by Bonsai to Customer under the terms of this Agreement.

(g) **"Bonsai Support and Maintenance Services**" or "**Support and Maintenance Services**" shall mean Bonsai's then-current standard support and maintenance services included as part of the Subscription Services which are to be delivered in accordance with Bonsai's then standard support policy ("**Support and Maintenance Policy**") which can be found at https://bonsairobotics.ai/wp-content/uploads/2025/12/BONSAI-ROBOTICS-Support-and-Maintenance-Policy-10.30.25-UPDATED.pdf.

(h) **"Bonsai Tools" or "Tools"** means any SDKs, APIs, sample code, developer tools, or integration utilities provided by Bonsai to Customer in connection with the delivery of other Bonsai Solution(s) for use with such Bonsai Solution(s). For clarity the definition of Tools includes any updates or modifications of the Tools delivered to Customer, as well as any associated Documentation provided by Bonsai.

(i) "**Customer Data**" means any data or information submitted, uploaded, transmitted, or otherwise made available by Customer or its Users to or through the Bonsai Solution(s), including via Third Party Products (as defined below). For

clarity, and notwithstanding anything else herein, the definition of Customer Data specifically excludes Usage Data, Aggregated Data, and Visualization Data, as those terms are defined herein.

(j) "**Documentation**" means the then-current version of Bonsai's end user usage guidelines and standard technical documentation for the Bonsai Solution(s), the current version of which are at https://www.bonsairobotics.ai/.

(k) **"Third Party Product(s)"** means, broadly, any third-party hardware, equipment, machinery, vehicles, accessories, implements, attachments, software, SaaS services, subscriptions, licenses, and/or platforms that are supplied by a third party and separately purchased by Customer (even if resold by Bonsai to Customer), and that may interoperate with, be used in connection with, or are intended to operate with, the Bonsai Solutions. Third Party Products include, as applicable, tractors, farming equipment, off-road vehicles, commercial fleet vehicles, other third-party machinery, and any other third-party software, SaaS products, licenses, subscriptions, or services. For clarity, Third Party Products are excluded from the definition of Bonsai Solution(s), even if resold by Bonsai. If Bonsai resells any Third Party Products, such products or services shall be separately identified in the applicable Order as Third Party Products.

1.2. Order. Each Order will identify the Bonsai Solutions and/or Third Party Product(s) (if any) purchased by Customer from Bonsai and the commercial terms relevant to the purchase, including, as relevant, the relevant Subscription Term, the subscription start date, the relevant counts or subscription parameters, pricing and payment terms, and any other unique terms applicable to the purchase. Multiple Sales Orders referencing these terms may apply, provided that terms outlined in an Order shall only apply to that Order.

2. SUBSCRIPTION SERVICES.

2.1. Subscription Term; Permitted Use. Subject to Customer's compliance with these terms and the applicable Order, Bonsai grants Customer, during the subscription term identified in the applicable Order (the "**Subscription Term**"), a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Subscription Services solely for Customer's internal business purposes, in accordance with the Documentation. Customer may use the Subscription Services only with the Bonsai Hardware and/or Third Party Product(s) identified in the Documentation or the applicable Order.

2.2. Pilot App. In connection with the Subscription Services, Bonsai may provide Customer with access to certain proprietary software applications through which Users can access and use Subscription Services ("**Pilot App**"). To the extent Bonsai provides such access, and subject to Customer's compliance with these terms, the then-current version of Bonsai's Documentation, and any limitations set forth in an Order, Bonsai hereby grants to Customer, during the Subscription Term, a limited, non-transferable, revocable, non-exclusive, non-sublicensable right and license for each User to: (a) access the Pilot App on supported remote devices as described in the Documentation; and (b) use the Pilot App solely for the purpose of accessing and using the applicable Subscription Services.

2.3. Registration; Access and Credentials; Users. To access and use the Pilot App, Customer Users must register an account and provide Bonsai with certain information (such as identification or contact details). Only employees or contractors of Customer authorized by Customer to use the Pilot App on its behalf ("**Users**") using the log-in mechanisms designated by Bonsai ("**Log-in Credentials**"), may access and use the Pilot App to access certain functionality of the Subscription Services. Customer must ensure that its Users provide accurate, current, and complete information and that Users maintain appropriate password security and confidentiality. Each User must keep its Log-in Credentials confidential and not share them with any third party. Customer is responsible and liable for its Users' compliance with these terms and all actions taken through their Log-in Credentials. Customer will promptly notify Bonsai if it becomes aware of any actual or suspected compromise of Log-in Credentials. Bonsai may collect, access, use, disclose, transfer, transmit, store, host, or otherwise process ("**Process**") Log-in Credentials in connection with providing Subscription Services, performing, or as reasonably necessary for its lawful internal business purposes.

2.4. Bonsai Tools. If Tools are delivered to Customer in connection with the purchase of any Bonsai Solution, then subject to Customer's compliance with this Agreement, Bonsai grants to Customer a limited, non-exclusive, non-transferable license to use the Tools solely: (a) to develop integrations or interoperability with relevant Bonsai Solution(s) identified in the relevant Documentation; (b) for internal development purposes in accordance with the use rights identified in the relevant Documentation and this Agreement. Notwithstanding anything else herein, all Tools are delivered "as is" with no warranty of any kind and with respect to any Tools, Bonsai has no obligation to: (i) provide maintenance, updates, upgrades, support, or ongoing hosting; or (ii) maintain compatibility with past or future systems. Bonsai may modify, suspend, discontinue access to, or the offering of, Tools at any time.

2.5. Bundled Software. If Hardware is delivered with free Bundled Software the following applies: Subject to Customer's compliance with the terms of this Agreement, Bonsai grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use Bundled Software (including any online or web-based functionality) solely with the specific Hardware delivered together with such Bundled Software and solely for Customer's internal business purposes. Customer understands and agrees that the license to Bundled Software is (a) tied to the specific Hardware delivered together with the Bundled Software (b) may not be separated from the Hardware where integrated; and (c) automatically terminates if Customer sells, transfers, or otherwise ceases to own or lawfully possesses the applicable Hardware. Notwithstanding

anything else herein, all Bundled Software is delivered "as is" with no warranty of any kind, and with respect to free Bundled Software, Bonsai has no obligation to: (i) provide maintenance, updates, upgrades, support, or ongoing hosting; or (ii) maintain compatibility with future systems. Bonsai may modify, suspend, discontinue access to, or the offering of, free Bundled Software at any time.

2.6. Restrictions. Customer may only use Bonsai Software Solution(s) with the Hardware and/or Third Party Product(s) identified in the Documentation or the applicable Order, and only at Customer Premises. For clarity, Customer shall not deploy or operate the Bonsai Solutions in public roadway environments, mixed traffic environments, or any environment for which use is not approved or legally permitted. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Bonsai Software Solution(s) to a third party; (b) use Bonsai Software Solution(s) on behalf of, or to provide any product or service to, third parties; (c) use Bonsai Software Solution(s) to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to Bonsai Software Solution(s), except to the extent expressly permitted by Law (and then only with prior notice to Bonsai); (e) modify or create derivative works of Bonsai Software Solution(s) or copy any element of Bonsai Software Solution(s) (other than authorized copies of the Pilot App); (f) remove or obscure any proprietary notices in or on Bonsai Solutions; (g) publish benchmarks or performance information about Bonsai Solution(s); (h) interfere with the operation of Bonsai Solution(s), circumvent any access restrictions, or conduct any security or vulnerability test of the Bonsai Solution; (i) transmit any viruses or other harmful materials to Bonsai Software Solution(s); (j) take any action that risks harm to others or to the security, availability, or integrity of Bonsai Software Solution(s); or (k) access or use Bonsai Solution(s) in a manner that violates any Law. Additionally, Customer must not use a Bonsai Software Solution(s) for activities where use or failure of Bonsai Solution(s) could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, or air traffic control ("**High Risk Activities**"). Customer acknowledges that the Bonsai Solutions are not intended to meet any legal obligations for these uses. Notwithstanding anything else in these terms, Bonsai has no liability for use of Bonsai Solutions for High-Risk Activities.

2.7 Support. As part of the purchase of the subscription to the Subscription Services, Bonsai shall deliver its then-current standard Support and Maintenance Services associated with such Subscription Services. Customer shall be entitled to receive Support and Maintenance Services in accordance with the requirements outlined in the Support and Maintenance Policy (which is hereby incorporated by reference herein). Bonsai may make changes to its Support and Maintenance Policy with thirty (30) days' notice to Customer (via email or the web portal or otherwise), provided such change is in connection with a standard change made to its then-current Support and Maintenance Policy and there is no material degradation of the support offering. For clarity, such support does not apply to Third Party Products.

2.8 Updates; Upgrades. Customer will be given access to any updates, modifications, or bug fixes to the Subscription Services or Documentation that Bonsai generally makes available to other subscribers of the Subscription Services at no additional charge ("**Updates**"). Customer shall not intentionally interfere with or prevent the installation or operation of Updates, including by denying Updates or connectivity to the Subscription Services or ignoring known failures of the Subscription Services to update or connect. Customer's purchase of access to Subscription Services is not contingent on the delivery of any future functionality or features nor on any oral or written public or private statements made by Bonsai regarding such future functionality or features. From time to time, Bonsai may, in its sole discretion, offer additions, enhancements, upgrades, new services, or modules that include new features or substantial increases in functionality (collectively, "**Upgrades**") for an additional fee and subject to additional or different terms. Nothing in these terms obligates Bonsai to provide Upgrades to Customer as part of the Subscription Services or otherwise unless specifically included in an Order. Additionally, Customer shall also ensure that any updates provided by the Third Party Product(s) manufacturer necessary to maintain compatibility of the Third Party Product(s) with the Bonsai Solution(s) are timely installed.

3. **HARDWARE PURCHASES**. If the Order identifies purchases of Bonsai Hardware, then the Hardware Addendum attached hereto as Exhibit A shall apply.

4. **PROFESSIONAL SERVICES**. If Customer orders Professional Services (e.g. deployment, training, configuration, or other consulting professional services related to assisting Customer in the use of the Bonsai Solution), then such Professional Services shall be delivered subject to the terms and conditions of this Agreement and the relevant Order or any other Work Statement document provided or made available by Bonsai. For clarity, no work for hire shall be provided hereunder. Customer agrees that it will reasonably cooperate with Bonsai in connection with the performance of such Professional Services under this Agreement by making available such personnel and information as may be reasonably required for Bonsai to perform Professional Services. If applicable, Customer will reimburse Bonsai (either directly or through the authorized reseller, as relevant) for reasonable and *pre-approved* travel and lodging expenses as incurred by Bonsai in connection with any Professional Services. Professional Services will be delivered during the timelines identified in the Order or Work Statement, provided that if no timelines are specified then Professional Services will only be delivered for one year from the Order effective date ("Delivery Period"). If Customer does not request delivery of the Professional Services ordered within such Delivery Period, then Services will be deemed delivered at the end of the relevant Delivery Period.

5. **PRIVACY NOTICE; DATA**.

5.1. **Privacy Notice**. Bonsai's collection and use of Personal Data shall be in compliance with Bonsai's Privacy Notice, as may be amended from time-to-time by Bonsai and which is incorporated by reference herein, the current version of which can be viewed at https://bonsairobotics.ai/privacy/ ("**Privacy Notice**") and Customer on behalf of its Users consents to collection and use outlined in the Privacy Notice.

5.2. **Use of Customer Data**. Customer grants Bonsai a non-exclusive, worldwide, sublicensable right to access, use, host, copy, store, process, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data for the following purposes: (i) to provide, operate, support, maintain, secure, improve, and exercise Bonsai's rights and obligations with respect to this Agreement and the Bonsai Solution(s); (ii) to generate, derive, collect, and use Usage Data (defined below); (iii) to create, compile, use, disclose, and commercialize Aggregated Data (defined below); (iv) to develop, train, fine-tune, test, improve, and enhance the Bonsai Solution(s), including algorithms, machine-learning models, artificial intelligence systems, analytics, features, functionality, and related Bonsai products and services; (v) to comply with applicable laws, including applicable relevant local, state, federal and international laws, regulations, legislation, act, and conventions (collectively "**Laws**") and (vi) as otherwise authorized in writing by Customer. Customer shall not, and shall not permit any User or third party to provide, upload, transmit, or otherwise make available to Bonsai (or any Bonsai Solution(s)) any personally identifiable information (other than Log-In Credentials or other account access information), sensitive or regulated data or any data it is prohibited or unauthorized to provide (collectively "**Prohibited Data**") for any purpose whatsoever under these terms or related to the Subscription Services. Bonsai will have no responsibility or liability for Prohibited Data provided in violation of this Section.

5.3. **Usage Data; Aggregated Data**. "**Usage Data**" means data generated from or relating to the use, operation, support, or performance of the Bonsai Solution(s), including metadata, telemetry, system performance metrics, autonomy performance logs, confidence scores, navigation traces, safety-system activations, obstacle-detection signals, technical logs, and similar operational or diagnostic information, provided that such data does not identify Customer, any User, or any other natural person. "**Aggregated Data**" means information or data that has been aggregated, anonymized, deidentified, or otherwise processed such that it no longer identifies any natural person including any User or Customer. Bonsai may Process Usage Data and Aggregated Data for any lawful purpose, such as to: (a) track use of Bonsai Solution(s) for billing purposes; (b) to perform, including to provide Subscription Services, Support and Maintenance Services, or Professional Services; (c) monitor the performance and stability of the Bonsai Solution(s); (d) prevent or address technical issues with the Bonsai Solution(s); (e) train, fine-tune, and improve Bonsai Solutions, including algorithms, machine-learning models, and artificial intelligence systems and to improve Bonsai Solutions, its other products and services, and to develop new products and services; and (f) for all other lawful business practices, such as analytics, benchmarking, forecasting, and reports. Customer will not interfere with the collection of Usage Data.

5.4. **Visualization Data**. Visual data, mapping, and metrics captured by the Bonsai Hardware in connection with the delivery of the Subscription Services, including for example visual outputs, feature vectors, embeddings, 2D or 3D reconstructions, maps, classification labels, object detections, semantic labels, predicted variables, and training datasets used for autonomy or machine learning ("**Visualization Data**") is solely owned by Bonsai. To the extent Customer obtains any right, title, and interest in and to the Visualization Data, Customer hereby irrevocably assigns and agrees to assign, all such right, title, and interest in and to the Visualization Data. Bonsai hereby grants Customer a perpetual, non-exclusive, non-transferable, non-sublicensable license to access, use, display, reproduce, modify, and otherwise exploit the Visualization Data delivered to Customer as part of the Subscription Services solely for Customer's internal business purposes and solely in connection with use of Subscription Services.

6. CUSTOMER OBLIGATIONS.

6.1. **Reasonable Access**. Upon reasonable notice and during the Customer's normal operating hours, Customer will permit Bonsai and its employees, subcontractors, representatives and agents (collectively, "**Bonsai Personnel**"), reasonable access to the Customer's systems accessing Subscription Services, Premises (defined below), Hardware, and/or Third Party Product(s) to the extent necessary to provide or perform obligations related to the delivery of the Bonsai Solution(s).

6.2. **Customer Systems.** Customer will provide and maintain any Customer hardware, software, other technology, and infrastructure that Customer is required to provide and maintain in order for Customer to access and use the Subscription Services.

6.3. **Customer Data.** Customer is solely responsible for Customer Data, including its legality, accuracy, content, and compliance with Laws. Customer represents and warrants that it has provided all notices and obtained and will maintain all rights, consents, permissions, and authorizations necessary for Bonsai and its service providers to Process Customer Data as contemplated by these Terms without violating applicable Laws, third-party rights, or applicable terms or policies.

6.4. **Customer Premises; Responsibility for Customer Personnel**. Customer is solely responsible for the orchards, farms, roadways, and facilities which are owned, leased, controlled and/or operated by Customer and for which Customer has rights to monitor and operate "**Customer Premises**" or "**Premises**"). Customer shall ensure that (i) the systems, Hardware, and Third Party Product(s) and Premises to which access is provided Bonsai for the purposes of performing hereunder shall be maintained in a manner compliant with relevant laws, including Occupational Health and Safety (OHS/WHS) laws. Customer is responsible and liable for Customer's employees, subcontractors, representatives and agents (collectively "**Customer Personnel**"), any harm Bonsai Personnel suffers while at Customer Premises, except to the extent Bonsai Personnel acted with willful misconduct, failed to comply with relevant industry safety regulations or laws, or knowingly violated Customer's rules or policies.

6.5. **Operational Control and Supervision; Monitoring Bonsai Solutions, Third Party Products**. Customer retains sole responsibility for (a) the maintenance, up-keep, operation, supervision, and control of the Hardware and/or Third Party Product(s) and the systems accessing Subscription Services (b) the lawful use of Subscription Services at Customer Premises. Customer shall ensure that appropriately trained personnel supervise operation of the Subscription Services (including Autonomy Services), Hardware, and Third Party Products at all times. Customer is solely responsible to ensure that all applicable safety procedures, industry standards, and manufacturer instructions are followed with respect to the use of Bonsai Solutions and Third Party Products. Customer acknowledges that the Bonsai Solution(s) are intended to assist Customer operations and do not replace human judgment, supervision, or operational control. Without limiting the foregoing, the Customer understands and agrees that (a) the Bonsai Solutions incorporate automated and semi-autonomous functions which involve inherent risks due to environmental conditions, sensor limitations, system interactions, and other factors beyond Bonsai's control, (b) automated and semi-autonomous functions are not intended to replace human judgment or supervision; (c) Customer knowingly assumes these risks and agrees that it is responsible for implementing appropriate operational safeguards, monitoring procedures, and safety protocols when deploying the Bonsai Solutions in its operations; (d) Customer is solely responsible for maintaining appropriate human oversight, safety procedures, and operational controls with respect to automated and/or any semi-automated functions.

6.6. **Inherent Risk; Hazardous Operation**. Customer acknowledges that the Bonsai Solution(s), and Third Party Products involve moving mechanical components, automated decision-making, and interaction with physical environments, and may present risks of personal injury, death, or property damage when installed, configured, operated, or maintained. Customer agrees that it is solely responsible for ensuring that the Bonsai Solution(s), and Third Party Product(s) are used in a safe manner, in accordance with the Documentation, safety instructions, and applicable laws and industry standards.

6.7. **Regulatory Compliance and Certification**. Unless expressly stated in writing by Bonsai in the relevant Order or applicable specifications in the Documentation, the Bonsai Solution(s) have not been certified or approved under any specific regulatory, governmental, or industry standards. Customer acknowledges that it is solely responsible for determining the suitability of the Bonsai Solutions for Customer's intended use and for ensuring Customer's compliance with all applicable laws, regulations, safety standards, and permitting requirements in jurisdictions where the Bonsai Solution(s), and Third Party Products are deployed and for obtaining any appropriate certifications (if any) for Customer's use and deployment of Bonsai Solution(s), Equipment and Third Party Products. Bonsai is not responsible for obtaining permits, autonomous vehicle certification or local operation or agricultural approvals on behalf of Customer or for the benefit of Customer.

6.8. **Additional Responsibilities**. To the extent included, Customer is responsible for those items listed in any Order or Work Statement as Customer obligations or responsibilities.

7. SUSPENSION OF SUBSCRIPTION SERVICES. Bonsai may immediately suspend Customer's access to any or all of the Subscription Services if: (a) Customer fails to adhere to the requirements and restrictions stated in Section 2.6 (Restrictions) or Section 6 (Customer Obligations); (b) Customer's account is thirty (30) days or more overdue; (c) changes to Laws or new Laws require that Bonsai suspend Subscription Services or otherwise may impose additional liability on the part of Bonsai; (d) Customer's actions risk harm to any of Bonsai's other customers or the security, availability, or integrity of a Service; (e)

Customer resells the Bonsai Hardware or Third Party Product(s) with which the Subscription Services interoperate. Where practicable, Bonsai will contact Customer prior to the suspension. If the issue that led to the suspension is resolved, Bonsai will restore Customer's access to the Subscription Services.

8. COMMERCIAL TERMS.

8.1. **Subscription Term Renewal**. Subscription Services will renew for the renewal period identified in the Order (or a renewal Order executed by the Parties referencing these terms based on Bonsai then current pricing or pricing mutually agreed in the Order ("**Renewal Term**"). If no Renewal Term is agreed by the Parties in the Order, Customer's access to Subscription Services shall terminate at the end of the Subscription Term.

8.2. **Fees and Taxes**. Fees for the Bonsai Solution(s) purchased under an Order are described in the relevant Order ("**Fees**"). All Fees will be paid in US dollars and are non-refundable unless otherwise provided in the Order or these terms. Fees are invoiced as described on the schedule in the Order, or if invoicing terms are not stated at the execution of the Order. Unless the Order provides otherwise, all Fees are due within 30 days of the invoice date. Unless otherwise agreed by the Parties, Fees for renewal of Subscription Services shall be at Bonsai's then-current rates or a mutually agreed price identified in an Order, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees are exclusive of all Taxes and Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than Bonsai's income tax ("**Taxes**").

9. WARRANTY AND DISCLAIMERS.

9.1. **Subscription Services**. Bonsai represents and warrants that the Subscription Services materially conform to its published specifications described in the relevant Documentation supplied by Bonsai. Customer's sole and exclusive remedy and the entire liability of Bonsai and its suppliers and licensors under this limited warranty will be as follows: Bonsai will use reasonable efforts to correct the non-conformity, provided that if Bonsai cannot correct the non-conformity relating to Subscription Services within thirty (30) days of receipt of Customer's warranty claim, then Customer may (a) terminate the affected Order as it relates to the non-conforming Subscription Services, and (b) Bonsai will then refund to Customer any pre-paid, unused fees for the terminated portion of the applicable subscription for the balance of the Subscription Term. This warranty does not apply to the extent: (w) issues caused by Customer's or Users' misuse of or unauthorized modifications to the applicable Subscription Services; (x) issues in or caused by Customer, Customer's Users, the Third Party Product(s) (or other third-party systems maintained by Customer); (y) use of the applicable Subscription Services other than according to the Documentation; or (z) free or evaluation use of Subscription Services.

9.2. **Limited Warranty Hardware Sales**. Hardware warranties are outlined in the Hardware Addendum attached hereto as Exhibit A.

9.3. **Support and Maintenance Services**. For a period of thirty (30) days from the date of delivery of Support and Maintenance Services, Bonsai represents and warrants to Customer that such services provided hereunder shall be professional, workmanlike and performed in a manner conforming to the service levels identified in the current Support and Maintenance Policy. Bonsai's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for Bonsai to re-perform the nonconforming service and/or to credit the service credits identified in the Support and Maintenance Policy.

9.4. **Professional Services**. For a period of thirty (30) days from the date of delivery of any Professional Service by or on behalf of Bonsai to Customer, Bonsai represents and warrants to Customer that such Services provided hereunder shall be professional, workmanlike and performed in a manner conforming to any requirements stated herein or in the relevant Order or Work Statement (as relevant). Bonsai's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for Bonsai to re-perform the nonconforming Professional Services, or if Bonsai is unable to deliver conforming Professional Services within a reasonable time, then refund any fees paid to Bonsai for the relevant non-conforming Professional Services (if any).

9.5. **General Disclaimer**. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE BONSAI SOLUTIONS, INCLUDING SUBSCRIPTION SERVICES, HARDWARE, SUPPORT AND MAINTENANCE SERVICES, TOOLS, BUNDLED SOFTWARE AND ALL OTHER BONSAI PROFESSIONAL SERVICES ARE PROVIDED "AS IS". BONSAI, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. BONSAI DOES NOT WARRANT THAT CUSTOMER'S USE OF THE BONSAI SOLUTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT BONSAI WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. BONSAI IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE BONSAI'S CONTROL. CUSTOMER**

MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

9.6. **Disclaimers Related to Artificial Intelligence**. To the maximum extent permitted by applicable Law, and notwithstanding anything otherwise expressly provided herein, Bonsai disclaims any and all liability related to the following:

(a) **Use of Artificial Intelligence; Autonomy Services; Assumption of Risk**. The Subscription Services, including the Analytics Services, include the use of Artificial Intelligence (AI) and may return inaccurate information that does not accurately reflect real people, places, or facts. The Subscription Services may not be used for and do not provide any medical, health, safety, legal, financial, tax, accounting, or other professional advice. Prior to any use of the Subscription Services, Customer and its Users will make their own determinations as to the safety, efficacy, accuracy, lawfulness, and appropriateness of Subscription Services for any given use, including autonomy. Customer understands that it is responsible for the operation, supervision, and control of Subscription Services and to monitor Autonomy Services and Customer is ultimately responsible for all activities of the Autonomy Services and to ensure usage is in compliance with applicable Laws. Customer acknowledges and agrees that (a) artificial intelligence tools used in connection with Subscription Services and are novel and experimental, and that therefore there is significant uncertainty regarding the operation of such tools, (b) Autonomy Services delivered as part of Subscription Services are not fully autonomous and require human supervision and human intervention from time to time, and (c) Subscription Services performance depends on factors that may be out of the control of the provider, including environmental conditions (dust, light, terrain, weather, crop density) which can be unpredictable, and Bonsai cannot and does not warrant error free obstacle detection or navigation. **CUSTOMER'S AND ITS USERS' USE OF THE BONSAI SOLUTIONS INCLUDING SUBSCRIPTION SERVICES, HARDWARE, SUPPORT AND MAINTENANCE SERVICES, PROFESSIONAL SERVICES, TOOLS, BUNDLED SOFTWARE IS AT CUSTOMER'S SOLE RISK AND UNDERSTANDING THAT THERE ARE RISKS IN RUNNING AUTONOMY SYSTEMS, ANALYTICS AND TELEMETRY WHICH ARE NOT FAIL PROOF**.

(b) **Regulatory Uncertainty**. Artificial intelligence and autonomy are subject to many legal and regulatory uncertainties, and the Bonsai Solutions could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit Customer's ability to continue the use and enjoyment of the Bonsai Solutions .

9.7. **Disclaimer relating to Third Party Products. BONSAI MAKES NO WARRANTIES WITH RESPECT TO THE THIRD PARTY PRODUCTS AND DISCLAIMS ANY AND ALL LIABILITY FOR CUSTOMER'S USE OF, OR OTHERWISE RELATED TO THE THIRD PARTY PRODUCTS.**

10. TERM AND TERMINATION.

10.1. **Term**. The term of this Agreement (the "**Term**") starts on the Effective Date and continues until expiration or termination of all Subscription Terms for all subscriptions sold under these terms.

10.2. **Termination**. Either party may terminate these terms (including any or all Orders) if: (a) the other party fails to cure a material breach of these terms (including a failure to pay fees) within 30 days after notice; (b) the other party ceases operation without a successor; (c) the other party seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days; or (d) in accordance with any termination rights otherwise agreed by the parties herein.

10.3. **Effect of Termination**. Upon expiration or termination of an Order, Customer's access to and Bonsai's obligations to provide the Subscription Services (including any Support and Maintenance Services) and Bonsai Professional Services described in the Order will cease. During a Subscription Term and for the 30 day period immediately following the date of expiration or earlier termination of the applicable Subscription Term, Customer may export data or information that Customer (including its Users) submits to the Subscription Services using the export features described in the applicable Documentation. After that thirty (30) day period, Bonsai will be under no obligation to store or retain the applicable Customer Data and may delete the applicable Customer Data at any time in its sole discretion. Customer Data and other Confidential Information, may be retained in Recipient's standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to the confidentiality restrictions in these terms. Hardware purchased and paid for prior to termination may be maintained subject to the relevant terms herein.

10.4. **Survival**. These Sections survive expiration or termination of these terms: 2.6 (Restrictions), 3 (Hardware Purchases) and the Hardware Addendum attached hereto as Exhibit A, 5 (Personal Data and Privacy Notice; Data), 6 (Customer Obligations), 7 (Suspension of Subscription Services), 8 (Commercial Terms), 9 (Warranties and Disclaimers),10 (Term and Termination), 11 (Ownership), 12 (Limitations of Liability), 13 (Indemnification), 14 (Confidentiality), 15 (Required Disclosures), and 17 (General Terms). Except where an exclusive remedy is provided in these terms, exercising a remedy under these terms, including termination, does not limit other remedies a party may have.

11. OWNERSHIP. Neither party grants the other any rights or licenses not expressly set out in these terms. Except as expressly provided in these terms, as between the parties, Customer retains all intellectual property rights and other rights in Customer Data provided to Bonsai. Except as expressly stated herein, Bonsai and its licensors retain all intellectual property rights and other rights in the Subscription Services (including models, model updates, improvement, and derivatives, algorithms, neural network weights, training pipelines, autonomy stacks, perception systems, SLAM maps, navigation behavior, path-planning logic, control systems, robotics software, firmware, and system architectures, including all updates, re-trainings, fine-tunings, enhancements, or improvements thereto (collectively, "**Model Improvements**"), Support and Maintenance Services, Professional Services, Tools, Bundled Software, as well as any Documentation, software, APIs, scripts, or other code provided by Bonsai in connection with the Subscription Services, as well as Usage Data, Aggregated Data, Visualization Data, and Bonsai technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Bonsai (collectively "**Bonsai Intellectual Property**"). To the extent Customer obtains any right, title, and interest in and to Bonsai Intellectual Property, Customer hereby irrevocably assigns and agrees to assign, all such right, title, and interest in and to the same to Bonsai. If Customer provides Bonsai with feedback or suggestions regarding the Bonsai Intellectual Property, Bonsai may use the feedback or suggestions without restriction or obligation perpetually.

12. LIMITATIONS OF LIABILITY.

12.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW) NEITHER PARTY (NOR ITS SUPPLIERS OR LICENSORS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

12.2. Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S (AND ITS SUPPLIERS' AND LICENSOR'S) ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO BONSAI PURSUANT TO THESE TERMS DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THESE TERMS.

12.3. Excluded Claims. "EXCLUDED CLAIMS" MEANS LOSSES, DAMAGES OR CLAIMS RESULTING FROM: (A) CUSTOMER'S BREACH OF SECTIONS 2.6 (RESTRICTIONS), (B) A PARTY'S BREACH OF SECTION 14 (CONFIDENTIALITY), (C) AMOUNTS PAYABLE TO THIRD PARTIES UNDER THE INDEMNIFYING PARTY'S OBLIGATIONS IN SECTION 13 (INDEMNIFICATION), (D) ANY DAMAGES CAUSED BY CUSTOMER'S FAILURE TO MONITOR THE AUTONOMY SERVICES, (E) WILLFUL MISCONDUCT OR FRAUD OF A PARTY OR ITS REPRESENTATIVES, INCLUDING, IN THE CASE OF CUSTOMER, CUSTOMER PERSONNEL, AND IN THE CASE OF BONSAI, BONSAI PERSONNEL, OR (F) CLAIMS FOR WHICH LIABILITY MAY NOT BE EXCLUDED UNDER APPLICABLE LAW.

12.4. Nature of Claims and Failure of Essential Purpose. THE WAIVERS AND LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE.

13. INDEMNIFICATION.

13.1. Indemnification by Bonsai. Bonsai will defend and indemnify Customer from and against all claims, damages, penalties, liabilities, loss, cost and expenses ("**Losses**") incurred as a consequence of a third party claim, demand, action or proceeding brought against Customer to the extent resulting from any actual or alleged infringement of any intellectual property rights of any third party by the Subscription Services as delivered by Bonsai, when used by Customer as permitted hereunder.

13.2. Indemnification by Customer. Customer will defend and indemnify Bonsai from and against any Losses arising out of any third-party claim, demand, action or proceeding to the extent resulting from (a) Customer Data, (b) the operation, control, supervision, and/or use of the Bonsai Solution(s), including for bodily injury, death or property damage arising from Customer's operation of Bonsai Solution(s) or claims arising from Customer's failure to monitor Autonomy Services, misuse or illegal use of autonomous systems;(c) Customer Premises and/or Customer's failure to maintain a safe operating environment or to comply with applicable safety guidelines, including workplace safety claims; (d) Customer's failure to comply with applicable laws, rules, or regulations in connection with its use or deployment of the Bonsai Solution(s), including those relating to data privacy, export controls, workplace safety, or operation of autonomous or robotic systems.

13.3. Procedure. The indemnifying party's obligations in this Section are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the

Subscription Services, when Bonsai is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

13.4. **Mitigation**. In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as Bonsai determines necessary to avoid material liability, Bonsai may at its option: (a) procure rights for Customer's continued use of the applicable Service; (b) replace or modify the allegedly infringing portion of the applicable Service to avoid infringement or misappropriation without reducing the Service's overall functionality; or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

13.5. **Exceptions**. Bonsai's obligations in this Section do not apply: (a) to infringement or misappropriation resulting from Customer's modification of Subscription Services or use of Subscription Services in combination with items not provided by Bonsai (including Third Party Product(s)); (b) to unauthorized use of Subscription Services; (c) if Customer settles or makes any admissions about a claim without Bonsai's prior consent; or (d) to free or evaluation use.

13.6. **Exclusive Remedy**. **THIS SECTION SETS OUT CUSTOMER'S EXCLUSIVE REMEDY AND BONSAI'S ENTIRE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS**.

14. CONFIDENTIALITY.

14.1. **Definition**. "**Confidential Information**" means information disclosed to the receiving party ("**Recipient**") under these terms that is designated by the disclosing party ("**Discloser**") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Bonsai's Confidential Information includes these terms and any technical or performance information about the Bonsai Solution(s). Customer's Confidential Information includes Customer Data.

14.2. **Obligations.** As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted under these terms; and (b) only use Confidential Information to fulfill its obligations and exercise its rights in these terms. At Discloser's request, Recipient will delete all Confidential Information. Notwithstanding the foregoing, Recipient may retain Confidential Information to the extent required for backup, legal compliance, enforcement of rights, or continued provision of the Bonsai Solutions, and any retained Confidential Information will remain subject to the confidentiality obligations set forth herein. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know (including, for Bonsai, the subcontractors referenced in Section 17.11), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section .

14.3. **Exclusions**. These confidentiality obligations do not apply to information that Recipient can document: (a) is or becomes public knowledge through no fault of the Recipient; (b) it rightfully knew or possessed prior to receipt under these terms; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using Confidential Information.

14.4. **Remedies**. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone is an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section.

15. REQUIRED DISCLOSURES. Nothing in these terms prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

16. PUBLICITY. Neither party may publicly announce that the parties have entered into these terms, except with the other party's prior consent or as required by Laws. However, Bonsai may include Customer's name in Bonsai's customer lists but will cease further use at Customer's written request. Bonsai must obtain prior written consent to use the Customer's name or trademarks in any Bonsai promotional materials and Customer's consent may be revoked at any time at Customer's sole discretion with written notice to Bonsai.

17. GENERAL TERMS.

17.1. **Third Party Product(s).** Customer acknowledges and agrees that: (a) Third Party Products are subject to separate terms between Customer and the applicable third-party provider ("**Third Party Terms**"); (b) Bonsai is not a party to, and has no responsibility or liability for, any Third Party Products, Third Party Terms, or the security, availability, interoperability, operation, maintenance, or functionality of any Third Party Products, including how and in what manner any third-party provider uses or delivers Customer Data; and (c) Customer is solely responsible for the procurement, maintenance, security, and operation of all Third Party Products. By enabling or permitting any interoperability, integration, connection, access, or data exchange between Bonsai Solution(s) and any Third Party Product(s), Customer authorizes Bonsai and its service providers to access, process, transfer, disclose, receive, store, and exchange Customer Data with the applicable Third Party

Product(s) and providers as necessary to facilitate such functionality or services. Customer represents and warrants that it has obtained and will maintain all rights, permissions, notices, and consents necessary for the foregoing and for compliance with applicable law, privacy obligations, and Third Party Terms. Except as expressly set forth herein, this Agreement does not apply to Third Party Products, and Bonsai disclaims all warranties, indemnities, and liabilities relating thereto. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BONSAI'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY THIRD PARTY PRODUCTS SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BONSAI FROM CUSTOMER FOR RESALE OF THE APPLICABLE THIRD PARTY PRODUCTS (IF ANY).

17.2. **Insurance**. During the Term and for at least two (2) years thereafter with respect to any Bonsai Solutions that are in operation, Customer shall maintain, at its own expense, insurance coverage consistent with industry standards for the operation of autonomous agricultural equipment, including at minimum, Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, including products-completed operations coverage; and (b) Workers' Compensation insurance as required by applicable law. Such policies shall name Bonsai as an additional insured with respect to liabilities arising from Customer's use, operation, or deployment of Bonsai Solution(s), include a waiver of subrogation in favor of Bonsai, and provide that coverage may not be cancelled without at least thirty (30) days' prior written notice. Upon request, Customer shall provide certificates of insurance evidencing the required coverage.

17.3. **Assignment**. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign these terms in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or voting securities to the other party involved in such transaction. Any non-permitted assignment is void. These terms will bind and inure to the benefit of each party's permitted successors and assigns.

17.4. **Governing Law, Jurisdiction and Venue**. These terms are governed by the laws of the State of California and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to these terms will be the state and United States federal courts located in Santa Clara County, California and both parties submit to the personal jurisdiction of those courts.

17.5. **Attorneys' Fees and Costs**. The prevailing party in any action to enforce these terms will be entitled to recover its reasonable attorneys' fees and costs in connection with such action.

17.6. **Notices**. Except as set out in these terms, any notice or consent under these terms must be in writing to the addresses on the first page and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered mail (return receipt requested); or (c) one day after dispatch if by a commercial overnight delivery service. Notices may not be sent via email unless otherwise expressly permitted elsewhere in these terms. Either party may update its address with notice to the other party. Bonsai may also send operational notices to Customer by email or through the Subscription Services.

17.7. **Entire Terms**. These terms (and the Orders executed by the parties referencing these Agreement, and any exhibits, schedules, policies or terms incorporated by reference, including the Bonsai Privacy Policy, Support and Maintenance Policy comprise the parties' entire agreement regarding its subject matter (hereinafter "**Agreement**") and supersede any prior or contemporaneous terms regarding its subject matter. Headings included herein are for convenience only and "including" and similar terms are to be construed without limitation. These terms may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same Terms.

17.8. **Amendments**. Except as otherwise expressly stated in these terms, no variation of this Agreement will be legally binding on either party unless in writing and signed by both parties.

17.9. **Waivers and Severability**. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of these terms is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary, so the rest of these terms remain in effect**.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW

17.10. **Force Majeure**. If either party's performance under any SOW, other than payment obligations, is prevented, restricted or interfered with by reason of any failure or delay in delivery due to causes beyond its control, including, but not limited to, fire, acts of God or the public enemy, terrorist act, or acts of governmental bodies or agencies ("Force Majeure"), such party shall, upon giving prior written notice to the other party, be excused from performance to the extent of the Force Majeure, provided that the party so affected shall use commercially reasonable efforts to avoid or remove the causes of Force Majeure, and shall continue performance hereunder with the utmost dispatch whenever the Force Majeure is removed. Notwithstanding the foregoing, if the Force Majeure continues for a period of one hundred eighty (180) calendar days or more, the unaffected party may, on written notice to the party affected, terminate the applicable SOW, and neither party shall have any further obligation to the other save for payment of all monies due and payable and for those provisions hereunder which survive termination of this Agreement.

17.11. **Subcontractors**. Bonsai may use subcontractors and permit them to exercise Bonsai's rights, but Bonsai remains responsible for their compliance with these terms and for its overall performance under these terms.

17.12. **Independent Contractors**. The parties are independent contractors, not agents, partners, or joint venturers.

17.13. **Export**. Customer will comply with all relevant U.S. and foreign export and import Laws in using any Bonsai Solution. Customer: (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) agrees not to access or use Bonsai Solution(s) in violation of any U.S. export embargo, prohibition, or restriction; and (c) will not submit to the Subscription Services or Hardware any information controlled under the U.S. International Traffic in Arms Regulations.

17.14. **Government End-Users**. The Bonsai Solution(s), including Subscription Services, Software, Hardware, and all related documentation, technical data, and materials are "commercial items," "commercial computer software," and "commercial computer software documentation," as applicable, developed exclusively at private expense. If the user, licensee, or acquirer of any Bonsai Solution(s) is an agency, department, or other entity of the United States Government, then, to the maximum extent permitted by applicable law, such Bonsai Deliverables are provided only with the rights and restrictions set forth in these terms. Consistent with Federal Acquisition Regulation ("FAR") 12.212 and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202, all use, duplication, reproduction, release, modification, disclosure, or transfer of the Bonsai Deliverables, including any related documentation or technical data, is subject to and limited by these terms. No greater rights are granted to the U.S. Government than those provided to non-government customers. All rights not expressly granted are reserved by Bonsai.

17.15. **Conflicts in Interpretation**. If there are inconsistencies or conflicts between the terms of the body of these terms and the terms of any Schedules, exhibits, attachments, addenda, Policies, and other documents attached to or incorporated by reference in these terms, the order of precedence is as follows: (a) the terms contained in the body of these terms; (b) the terms of the Schedules, exhibits, attachments, addenda, and Policies to these terms; and (c) the Documentation.

Exhibit A

Hardware Addendum

1. **Risk of Loss**. Unless otherwise specified in the Order, delivery of Hardware is FCA (Bonsai's shipping facility), Incoterms® 2020. Risk of loss and damage transfers to Customer upon delivery of the Hardware to the carrier.

2. **Title.** Title to the Hardware shall pass to Customer only upon Bonsai's receipt of full payment. Until such time: (a) Bonsai retains a purchase money security interest in the Hardware and may file financing statements or other documents necessary to perfect and enforce such interest; (b) Customer shall not sell, lease, pledge, or otherwise encumber the Hardware; (c) Customer shall maintain the Hardware in good condition and insured for its full replacement value, and upon request shall provide proof of insurance naming Bonsai as loss payee; (d) Customer shall not remove or alter identifying marks on the Hardware; and (e) Customer shall provide information reasonably requested by Bonsai relating to the Hardware. If Customer fails to make payment when due, Bonsai may, without limiting any other remedies: (i) Declare all outstanding amounts immediately due and payable; (ii) Suspend or disable access to Bonsai Software or Online Services associated with the Hardware;(iii) Revoke any extended credit terms; and (iv) To the extent permitted by law, enter Customer's premises during normal business hours to repossess the Hardware, with Customer's reasonable cooperation, at Customer's expense. Customer shall bear all costs associated with repossession and collection, including reasonable attorneys' fees.

3. **Inspection and Acceptance.** Customer shall inspect all Hardware promptly upon delivery. Customer must notify Bonsai in writing of any nonconformity, damage, or shortage within ten (10) days after delivery ("**Inspection Period**"). If Customer fails to provide such notice within this period, the Hardware shall be deemed accepted. Acceptance does not waive Customer's rights under the limited warranty set forth below, but any claims relating to shipment damage, shortages, or nonconformity at delivery must be made within the Inspection Period.

4. **Dead-on-Arrival (DOA).** If Hardware is inoperable or materially nonconforming upon delivery ("DOA"), and Customer provides written notice within ten (10) days after delivery, Bonsai will, at its option, promptly repair or replace the affected Hardware or component. DOA Hardware will be handled on a priority basis separate from standard warranty procedures. Hardware that becomes nonconforming after the DOA period will be handled under the warranty terms set forth below.

5. **No Resale.** Customer agrees that the Hardware is sold solely for Customer's internal use in connection with the Bonsai Solutions. Customer shall not sell, resell, lease, sublicense, assign, distribute, or otherwise transfer the Hardware to any third party without Bonsai's prior written consent. Customer acknowledges that: (i) only Bonsai and its authorized resellers are permitted to distribute new or used Hardware; and (ii) any unauthorized transfer voids any associated software licenses, warranties, support, and service rights. Bonsai reserves the right to suspend or permanently disable associated Subscription Services used with Hardware transferred in violation of this Section. This Section survives termination or expiration of the Agreement.

6. **Hardware Limited Warranty; Exclusive Remedy.** Bonsai warrants that the Hardware (including robots, components, and kits, but excluding Excluded Items (defined below)) will, under normal use and in accordance with the applicable Documentation, be free from material defects in materials and workmanship for a period of twelve (12) months from the date of delivery to the carrier (the "**Hardware Warranty Period**"). During the Hardware Warranty Period, Bonsai's sole obligation, and Customer's exclusive remedy, for any breach of the foregoing warranty shall be, at Bonsai's option, to: (a) repair the nonconforming Hardware; (b) replace the nonconforming Hardware (or applicable component) with new or refurbished Hardware of equal or greater functionality; or (c) if repair or replacement is not commercially reasonable, accept return of the affected Hardware and refund the amount actually paid for such Hardware. Replacement parts or units may be new or refurbished and are warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer.

7. **Excluded Items.** The foregoing Hardware warranty does not apply to: (a) consumables or normal wear-and-tear items; (b) batteries, battery chargers, charging kits, cables, connectors, mounts, bulbs, exterior enclosures and similar accessories **("Excluded Items"),** except as stated below. Bonsai will pass through to Customer any assignable manufacturer warranties for Excluded Items. Where no such warranty exists, Bonsai warrants Excluded Items against material defects in materials and workmanship for ninety (90) days from delivery, limited to repair or replacement at Bonsai's option.

8. **Hardware Warranty Conditions and Limitations.** This warranty applies only if the Hardware: (a) has been installed, operated, and maintained in accordance with the Documentation; (b) has not been modified, altered, or repaired by anyone other than Bonsai or its authorized service providers; and (c) has not been subjected to misuse, abuse, negligence, accident, improper storage or handling, or use outside specified environmental or operating conditions. The Hardware warranty does not apply to damage or defects caused by operating the Hardware contrary to Bonsai's guidelines, Customer or third-party servicing or altering the Hardware, Customer's failure to use, maintain, store, install the Hardware in accordance with relevant Documentation, normal wear and tear, damage, negligence, or abnormal storage or working conditions. The warranty provided in this Section will not apply if: (i) Customer fails to notify Bonsai in writing during the Hardware Warranty Period of the defect; (ii) Customer fails to promptly provide Bonsai with detailed description of any claimed defect or malfunction; or (iii) Customer fails to implement all Updates to Software made available at no charge to Customer during the Hardware Warranty Period. All Hardware warranty returns are subject to Bonsai's return material authorization (RMA) process.

9. **Mandatory Law**. Nothing in this Section limits any non-waivable rights that Customer may have under applicable consumer or product warranty laws (including, where applicable, EU consumer laws or the Australian Consumer Law). To the extent required by such laws, the remedies under this Section are in addition to, and do not exclude, such rights.

10. **Product Recalls and Safety Actions.** If Bonsai determines that any Hardware is subject to a safety recall or similar corrective action, Bonsai may require Customer to cease use of the affected Hardware and follow Bonsai's instructions for repair, replacement, or return. Bonsai will bear reasonable costs associated with such recall remedy. Customer shall reasonably cooperate with any recall or corrective action.

11. Purchase of Extended Warranties. If Customer purchases an extended warranty for any Bonsai Hardware, the applicable warranty period for such Bonsai Hardware shall be extended for the duration specified in the applicable Order, and such extended warranty period shall supersede the standard warranty period otherwise set forth herein with respect to such Bonsai Hardware.