

# TENNANT

## END USER LICENSE AGREEMENT FOR AUTONOMOUS NAVIGATION SOFTWARE

This Tennant End User License Agreement for Autonomous Navigation Software (this “**Agreement**”) sets forth the terms and conditions governing the End User’s use of the Robotic Floor Cleaner, Software and Autonomy Services (each as defined below). The “**End User**” or “**you**” is the person or entity that receives a license for the Software in connection with a purchase, lease, rental or license of any BrainOS® powered robotic scrubber that was manufactured by or for Tennant Company or an affiliate thereof (“**Robotic Floor Cleaner**”). “**Tennant**” means the member of the Tennant Company group of companies that executes or otherwise agrees to or accepts an applicable Service Document (as defined below) or that makes available Autonomy Services (or any element thereof) to you when your Service Document is with a distributor, reseller, rental or leasing company or the like for the applicable Robotic Floor Cleaner. Brain Corporation (“**Brain**”) is a technology provider to Tennant. Brain’s software (the “**Brain Software**”) and Tennant’s software (the “**Tennant Software**”) contained in or used in connection with any Robotic Floor Cleaner are collectively referred to herein as the “**Software**”.

### 1. Accepting this Agreement

By using the Software or Autonomy Services, executing this Agreement, or executing or issuing a separate purchase agreement, order document, quote, rental agreement, lease or other instrument or agreement that references this Agreement or the applicable Robotic Floor Cleaner (“**Service Document**”), you are deemed to agree to and accept this Agreement with respect to such Robotic Floor Cleaner and each other Robotic Floor Cleaner (if any) that you purchase, acquire, lease, rent, license or use in the future.

### 2. Certain Definitions; Autonomy Features and Connectivity Services

“**Autonomy Services**” means (a) Tennant’s connected Software services and data services, including broadband connectivity, cloud storage and processing, information services, and other Software and monitoring services (individually and in the aggregate, as may be modified by Tennant from time to time, in its discretion) and (b) the embedded Software in each Robotic Floor Cleaner (as may be modified by Tennant from time to time, in its discretion), in the case of each of clauses (a) and (b) that enable, maintain and/or support the safety and usability of Robotic Floor Cleaners while navigating autonomously.

“**Connectivity Services**” means, with respect to each Robotic Floor Cleaner, the connected Software services and data services referred to in clause (a) of the definition of Autonomy Services.

“**Embedded Autonomy Software**” means, with respect to each Robotic Floor Cleaner, the Software referred to in clause (b) of the definition of Autonomy Services.

**2.1 Autonomy Features.** With the autonomous navigation and other features of the Embedded Autonomy Software (collectively, the “**Autonomy Features**”) enabled, the Robotic Floor Cleaner cleans along routes that you pre-configure. You are solely responsible for the design of all pre-configured routes. Without the Autonomy Features enabled, the Robotic Floor Cleaner will not be able to operate autonomously, but certain models may be used in manual mode.

**2.2 Certain Matters relating to Connectivity Services.** Tennant will provide or cause to be provided to you the Connectivity Services subject to the terms of this Agreement, which services may include: (a) cloud-connectivity for remote diagnosis of problems and support relating to the Autonomy Services; (b) Software updates for safety-critical or new software features; and (c) summaries of the amount of usage in autonomous mode of the Robotic Floor Cleaner. The Connectivity Services require use of communication methods like cellular service or other similar systems approved by Tennant that you provide.

### 3. Use of the Software and Autonomy Services by the End User

You will comply with the following usage rules (collectively, the “**Restrictions on Use**”):

- 3.1 You are responsible for the operation and use of the Autonomy Services by you and your employees, agents, contractors, and any other person or entity that you permit to use the Robotic Floor Cleaner (your “**Permittees**”).
- 3.2 You agree to use the Software, Autonomy Services, or Autonomy Features only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation, or generally accepted practices in the relevant jurisdictions.
- 3.3 You and your Permittees will only use the Robotic Floor Cleaner and Autonomy Services in Approved Environments. “**Approved Environments**” are indoor industrial or commercial environments typically cleaned by manual floor cleaners of comparable build and design to the Robotic Floor Cleaner, where the approved cleaning area will not include ramps or other inclines or environments requiring failsafe performance. You will monitor and designate Approved Environments for cleaning using the Instructions (as defined below) and industry standard practices for hazards and wet floors, including caution signage and barriers. You will ensure that while a Robotic Floor Cleaner is in autonomous mode, all drops, stairs, escalators, moving platforms, or cliffs near the Robotic Floor Cleaner during its operation must be guarded by a physical barrier (such as, for example, safety cones). You will, and will cause your Permittees to, use, maintain and service the Robotic Floor Cleaner in accordance with the Robotic Floor Cleaner’s user manuals and instructions provided by or on behalf of Tennant, as revised from time to time (collectively, the “**Instructions**”).
- 3.4 **Training.** Tennant will provide its standard introductory training to you for the operation and use of the Robotic Floor Cleaner and associated Autonomy Services covering the Restrictions on Use and other basic operation instructions. Tennant reserves the right to charge for additional on-site training for mutually agreeable fees.
- 3.5 **Healthcare Supplement.** Any usage of a Robotic Floor Cleaner and Autonomy Services in a Healthcare Facility (as defined below) is governed by the additional terms and conditions in the EULA Healthcare Supplement attached as Exhibit A hereto. For clarity, a “**Healthcare Facility**” is any facility, or portion thereof, providing clinical medical services related to an individual’s health, including diagnosis and treatment of physical disease, illness, injury, or impairment.
- 3.6 **Required Operating Condition.** You will, and will cause your Permittees to, only operate the Software and Autonomy Services while the Robotic Floor Cleaner is in operating condition (i.e., it must not have damage, impairments, or wear that interfere with its functionality) during the commercially reasonable life of the Robotic Floor Cleaner.
- 3.7 **Certain Conduct Restrictions.** You will not, and will cause your Permittees not to, intentionally tamper with, modify or damage the Robotic Floor Cleaner or any hardware or sensors containing or associated with the Software or the Autonomy Services or install or modify, or attempt to install or modify, any software other than the Software on the Robotic Floor Cleaner (except solely as otherwise permitted pursuant to any open source licenses, if any, provided to you by Tennant or Brain, in connection with the Software licensed hereunder).

### 4. Licenses

- 4.1 Subject to the terms of this Agreement and your payment of any applicable fees, Tennant hereby grants you (a) a perpetual (if you own the Robotic Floor Cleaner) or (if you do not own the Robotic Floor Cleaner) for a term equal to the period of time during which you have the right to use the Robotic Floor Cleaner pursuant to a lease or other agreement, non-sublicensable and non-exclusive license to Use (as defined below) the Embedded Autonomy Software, and (b) a non-sublicensable and non-exclusive license to Use the

Connectivity Services during the period when you own the Robotic Floor Cleaner or, if you do not own it, during the period of time in which you have the right to use it pursuant to a lease or other agreement, in the case of each of clauses (a) and (b) in the country in which the Robotic Floor Cleaner was delivered to you in conjunction with the Robotic Floor Cleaner pre-loaded with the Embedded Autonomy Software. “Use” mean the ability to run or execute the Software, for internal business purposes only, through a user interface on the Robotic Floor Cleaner as necessary to navigate and operate the Robotic Floor Cleaner autonomously in an Approved Environment in accordance with Section 3; provided, that with respect to an End User whose business includes leasing or renting equipment to third parties, “for internal business purposes only” will be deemed to mean (i) such End User’s own internal business purposes and (ii) the internal business purposes of such third parties.

- 4.2 The End User license confers no title or ownership in the Software and may not be construed as a sale of any rights in the Software. As between you and Tennant, all rights not specifically granted under this Agreement are reserved by Tennant. The Software is licensed not sold. This Agreement also applies to any patches, modifications or updates you may obtain for the Software. You agree that Tennant or Brain may remotely patch, modify or update the Software.
- 4.3 As between you and Tennant, Tennant owns all legal right, title and interest in and to the Connectivity Services and Software (including any patches, modifications and updates to and feedback about and derivative works of the Software and all copies), including any Intellectual Property Rights (as defined below) that subsist in the Connectivity Services and Software. “**Intellectual Property Rights**” means any and all rights under patent law, copyright law, moral rights, trade secret law, trademark law, and all other proprietary rights.
- 4.4 You may not: (a) copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the Software or any part of the Software; (b) sell, rent, lease, license, distribute or otherwise transfer, commercialize, or offer or provide a service with any software or device (other than the Robotic Floor Cleaner as provided to you) incorporating or installing the Software or any part of the Software; or (c) infringe the Software in any other manner under any applicable laws.
- 4.5 You agree not to remove, obscure, or alter any proprietary rights notices (including patent, copyright, and trademark notices) that may be affixed to or contained within the Software or the Robotic Floor Cleaner. Nothing in this Agreement gives you any right to any of Tennant’s or Brain’s trade names, trademarks, service marks, logos, domain names, or parts thereof, or other distinctive brand features.

## 5. Privacy and Information

- 5.1 Tennant may, itself or through Tennant Affiliates (as defined below), collect data from the Software or the Robotic Floor Cleaner (“**AMR Data**”), including as provided in this Agreement, the Privacy Notice, and the Data Protection Addendum related hereto (available at [www.tennantco.com/en\\_us/general-policies.html](http://www.tennantco.com/en_us/general-policies.html)), as updated from time to time (collectively the “**Privacy Policies**”). “**Tennant Affiliates**” means Tennant and its affiliates, subcontractors, or sub-processors, including Brain, and their respective subsidiaries, affiliates, and licensors (“**Tennant Affiliates**”). You will be the “controller” or “business”, Tennant will be the “processor” or “service provider”, and Brain will be a “subprocessor” or “service provider” (as such terms are defined under applicable data protection laws) with respect to any Personal Data (as defined below). You retain all ownership rights over all AMR Data subject to the rights granted to Tennant and Tennant Affiliates herein. You hereby irrevocably grant to Tennant and Tennant Affiliates a non-exclusive, worldwide, perpetual, paid-up, and sublicensable right and license to access, use, process, transfer, store, modify, and/or create derivative works of the AMR Data (other than Personal Data, which is the subject of Section 5.3) exercise their rights or perform obligations hereunder or under other agreements with you, and/or provide, improve or develop services, products and offerings. Tennant and Tennant Affiliates have no obligations to archive or otherwise retain AMR Data. You consent to any transfer of AMR Data outside of your country of origin, except that Personal Data (as defined below) is subject to the Privacy Policies. For inquiries regarding the EU Data Act and access to applicable data, you may contact Tennant at [privacy@tennantco.com](mailto:privacy@tennantco.com).

- 5.2 Tennant owns all Intellectual Property Rights that are: (a) developed or created by it or Tennant Affiliates by processing or analysis of AMR Data; (b) generated or identified through support, monitoring or other observation of your and your Permittees' use of the Robotic Floor Cleaner or Autonomy Services; or (c) based on your or your Permittees' suggestions, comments or feedback. The clauses in this Section 5.2 describe the rights as between Tennant and you, and you acknowledge that these rights may be divided between Tennant and Tennant Affiliates, in Tennant's discretion.
- 5.3 Tennant and Tennant Affiliates may process certain data about you, your Permittees, users of the Autonomy Services, and your employees, customers, suppliers or affiliates that are recognized under applicable law as "personal data," "personally identifiable information" or similar terms ("**Personal Data**") in connection with this Agreement, subject to the Privacy Policies.

## **6. Terminating this Agreement**

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

- 6.1 In the event that Tennant has breached any provision of this Agreement and failed to cure such breach within 30 days' notice of such breach from you, you may terminate this Agreement by ceasing completely your use of the Software and the Autonomy Services. You may be required to separately terminate the Connectivity Services under terms and conditions provided in the applicable Service Document.
- 6.2 To the extent permitted under any applicable law, Tennant may, at any time, immediately terminate this Agreement with you if: (a) you have breached any provision of this Agreement and failed to cure such breach within 30 days' notice of such breach from Tennant; or (b) Tennant is required to do so by law. Notwithstanding the foregoing, in the event you make any use of the Software, Autonomy Services, or Autonomy Features not expressly permitted by this Agreement, your license rights under this Agreement will immediately and automatically be suspended, including the provision of Autonomy Services.
- 6.3 This Section 6 and Sections 4, 5, 8 and 10 and those portions of this Agreement that by their nature should survive, survive termination of this Agreement.

## **7. Warranties**

Tennant represents and warrants that the Embedded Autonomy Software will (a) provide functioning autonomous navigation as reasonably verifiable by Tennant for each Robotic Floor Cleaner, subject to the Restrictions on Use and other terms of this Agreement, and (b) operate in substantial compliance with its documentation for two (2) years after delivery of the Robotic Floor Cleaner to you. Conditioned upon you promptly providing written notice of Tennant's breach of the preceding warranties, your sole and exclusive remedy for such breach is that Tennant will repair or replace (at Tennant's option) the non-compliant Embedded Autonomy Software (as applicable). Other than as expressly set forth in this Section 7, to the fullest extent permitted under any applicable law, Tennant and Tennant Affiliates make no representations or warranties whatsoever and expressly disclaim all statutory and implied warranties of any kind, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **8. Limitation of Liability**

Notwithstanding any other provision of this Agreement or any other document or instrument (including a Service Document), to the fullest extent permitted by applicable law, regulation or directive, (a) Tennant and Tennant Affiliates will not be liable under any theory of liability for any indirect, incidental, special, consequential, punitive or exemplary damages arising under or relating to this Agreement, including loss of profits, revenue or use, loss of data, loss of opportunity, or lack of availability, whether or not Tennant, Tennant Affiliates or their respective representatives have been advised of or should have been aware of the possibility of any such damages arising, and (b) in no event will the total aggregate liability of Tennant and Tennant Affiliates exceed five hundred thousand U.S. dollars (\$500,000) for all claims related to or arising from AMR Data, Software, Robotic Floor Cleaner(s)

and/or Autonomy Services (or any element thereof) or otherwise related to or arising from this Agreement, whether liability is alleged to arise under contract law, tort law, warranty, strict liability or otherwise. The foregoing limitations on liability will not apply to any injury of life or body arising from any willful misconduct of Tennant or to other liability that cannot be limited by contract pursuant to applicable law in the jurisdiction in which you purchased, acquired, rented or leased (as applicable) the Robotic Floor Cleaner.

## 9. Changes to this Agreement and Autonomy Services

Tennant reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions as required for safety or compliance with laws, regulations or directives (collectively referred to as “**Additional Terms**”). Any Additional Terms will be effective immediately and deemed to be automatically incorporated into this Agreement. Your continued use of the Software or Autonomy Services following notice, at the mailing address or email address provided to Tennant, or posting on Tennant’s website relating to EULAs (as defined below) of any Additional Terms will be deemed to constitute your acceptance of all such Additional Terms. Notwithstanding any other provision of this Agreement or any other agreement or instrument, Tennant reserves the right to modify the Software or suspend or discontinue the Connectivity Services, in Tennant’s discretion.

## 10. General Legal Terms

- 10.1 Notwithstanding any provision of any other document or instrument, any terms (other than those set forth in this Agreement) with respect to the AMR Data, Software or Autonomy Services in a Service Document, purchase order, vendor agreement, extended service agreement, or any other document or instrument are void and of no force or effect except to the extent expressly agreed upon in a writing signed by Tennant that expressly refers to this Agreement and specifically identifies the provision or provisions hereof that are superseded or supplemented thereby, and the terms and conditions of this Agreement will control in the event of a conflict with any such document or instrument except to the extent superseded as provided above. This Agreement, together with the transaction-specific terms in an applicable Service Document with Tennant (if any) (together, the “**Agreement Documents**”), constitutes the entire and exclusive agreement between you and Tennant with respect to the subject matter hereof and thereof, governs all matters relating to the AMR Data, Software and Autonomy Services, and completely replaces and supersedes any other agreements or understandings between you and Tennant in relation to the AMR Data, Software and/or Autonomy Services, subject to the first sentence of this Section 10.1. You agree that if Tennant does not exercise or enforce any legal right or remedy which is contained in the Agreement Documents (or which Tennant has the benefit of under any applicable law), this will not be taken to be a waiver of Tennant’s rights and those rights or remedies will still be available to Tennant. If any court of competent jurisdiction, or arbitrator pursuant to the dispute resolution provisions hereof, rules that any provision of the Agreement Documents is invalid or unenforceable, then that provision will be amended to achieve as closely as possible the effect of the original term, and all other provisions of the Agreement Documents will continue in full force and effect. This Agreement will serve as the End User License Agreement for Autonomous Navigation Software (“**EULA**”) or similar phrasing as may be referenced by the Instructions and other documents provided or made available by Tennant.
- 10.2 The Software is subject to United States export laws. You agree to comply with all applicable domestic and international export and re-export restrictions and regulations, including those of the jurisdiction where the Robotic Floor Cleaner was delivered, and not to transfer, or authorize the transfer, of the Software or Autonomy Services to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 10.3 The rights and obligations in the Agreement Documents may not be assigned, transferred or delegated by you without the prior written consent of Tennant. Tennant may assign or transfer the Agreement Documents or any of its rights or obligations thereunder without consent. Further, Tennant may subcontract any of its obligations under this Agreement without consent; provided, that no such subcontracting will relieve Tennant of any such obligations. At the request of Tennant (or, as applicable, Tennant Affiliates), you will, and will cause your personnel to, promptly execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the provisions of this Agreement, including to perfect,

register or enforce the rights set forth herein.

- 10.4 The Agreement Documents will be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. Any controversy or claim arising out of or relating to the Agreement Documents, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Claims will be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute will be heard by a panel of three arbitrators. The place of arbitration will be Hennepin County, Minnesota. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person hearings. The standard provisions of the Commercial Rules will apply. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Except as may be required by law, neither you nor Tennant nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both you and Tennant. You and Tennant agree that failure or refusal of the other party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. Notwithstanding the foregoing, you agree that Tennant will be allowed to seek injunctive remedies (or any similar type of interim relief) in court. Regardless of arbitrability, any dispute resolution proceedings or lawsuits, whether in arbitration or in a court of law, will be conducted only on an individual basis and not in a class, or representative action. You hereby waive all rights to bring claims on behalf of a class of persons. Nothing in this Section 10.4 will operate to prevent the parties from settling claims on a class-wide basis or otherwise coordinating claims filed in arbitration.
- 10.5 For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole and not only to a particular section or provision; and (d) section, paragraph and other headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless the context otherwise requires, references herein to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. To the extent any translation of this Agreement is prepared in another language, such translation will be for convenience of reference only and will not affect the interpretation of this Agreement, and this Agreement in the English language will control and prevail. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés en anglais seulement.

[Signature page follows]

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

**END USER (add company/entity name):** \_\_\_\_\_

**By:** \_\_\_\_\_ (signature)

**Name:** \_\_\_\_\_ (print)

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
**Date: (Month/Day/Year)** \_\_\_\_\_

## EXHIBIT A

### HEALTHCARE SUPPLEMENT

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

A healthcare facility is any facility, or portion thereof, providing clinical medical services related to an individual’s health, including diagnosis and treatment of physical disease, illness, injury, or impairment (“**Healthcare Facility**”).

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

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

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

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