



Software Support Addendum

Subject to the terms and conditions of this Agreement and this “**Support Addendum**”, including payment of all applicable fees, LHR shall provide Software Support Services for the System and App in accordance with the terms and conditions set forth below (collectively, “**Software Support Services**”). LHR may also charge additional license and support fees for third party products and/or additional functionality or features incorporated in a Software Upgrade. This Support Addendum is hereby incorporated into the Agreement.

1. DEFINITIONS.

1.1 “Software Defect” means any reproducible material nonconformity of the Software (or App, as applicable) with the Documentation.

1.2 “Software Update” means any version of the Software, developed subsequent to the Effective Date, which implements improvements or augmentations, or which corrects failures of the Software materially to conform to the then-current Documentation.

1.3 “Software Upgrade” means any version of the Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Software, but which does not constitute merely a Software Update (as reasonably determined by LHR), and which is not marketed by LHR as a separate product and/or service.

2. SERVICE LEVELS. LHR offers different levels of Software Support Services, as outlined generally below. LHR may modify its service level offerings at any time, provided that any modification will not affect LHR’s obligations under a pre-existing Purchase Order.

	<u>Silver*</u>	<u>Gold*</u>	<u>Platinum*</u> <u>(Available</u> <u>September 2019)</u>
	\$3,595/yr.	\$3,995/yr.	\$4,995/yr.
	*All Robots must be at same plan level (the plan level is per customer, pricing is per robot)		
Number of registered users	1-2	1-5	Unlimited
Robot Health Monitoring	✓	✓	✓
Situational Obstacle Detection	✓	✓	✓
Snow Event Summary Reports	✓	✓	✓
Over the Air Software Updates and Upgrade	✓	✓	✓
Real-time Robot Monitoring	✓	✓	✓
Cloud Storage	2 GB	5GB	Unlimited
Robot Theft Disable & Locate	✓	✓	✓
Mobile Application	✓	✓	✓
Web Application	✓	✓	✓
Online Video Training and Reference	✓	✓	✓
Expedited replacement part shipping		✓	✓
Digitally signed audit reports		✓	✓
Direct access to audit reports for your customers			✓



Support	Email	Email Phone: 12x5 (year round)	Email Phone: 12x5 (year round) Phone: 24x7 10/1-5/31
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LHR will not provide any on-site services related to any Equipment. If Customer wishes any on-site services or support related to any Equipment, it will be pursuant to a separate written agreement at LHR's then-current rates.

3. TERM.

3.1 Initial Term. In conjunction with its initial purchase of a System, Customer shall purchase one year of Software Support Services. The initial Software Support Services term will commence on the date that LHR achieves its delivery obligation and shall continue for one (1) year.

3.2 Renewal. Upon the expiration of the initial one (1) year Software Support Services term, the Software Support Services will automatically renew for successive one-year terms (each such one-year renewal term being deemed an **"Annual Maintenance Term"**), unless either party provides the other party with sixty (60) days written notice that it wishes to non-renew the Software Support Services. LHR shall have the option to modify the rates and prices with respect to any renewal term by notifying Customer of such new rates and prices at least 90 days prior to the commencement of such renewal term. Notwithstanding the foregoing, if, for any renewal Software Support Services Maintenance Term Customer wishes to elect a month-to-month maintenance term (as compared to annual) it will provide LHR with written notice of same not more than 60 days and not less than 15 days prior to the expiration of the then-current Maintenance Term. Fees for any month-to-month maintenance term (**"Monthly Maintenance Term"**), and together with the Annual Maintenance Term, the **"Maintenance Term"**) shall be at LHR's then-current (i.e., applicable as of the date of such renewal) month-to-month rates.

3.3 Reinstatement. In the event that Customer elects not to renew Software Support Services as provided under Section 3.2, Customer may subsequently renew and reinstate Software Support Services at any time during the Term of this Agreement upon payment of the following amounts: (a) if Customer was on an Annual Maintenance Term and wishes to reinstate within the original Annual Maintenance Term window, Customer shall pay LHR a reinstatement fee of \$500; or (b) if Customer was on an Annual Maintenance Term and wishes to reinstate outside the original Annual Maintenance window, then Customer shall pay LHR at LHR's then-current Maintenance Term rates for Software Support Services; or (c) if Customer was on a Monthly Maintenance Term and wishes to reinstate twelve (12) months or less from the date Customer non-renewed support, then Customer shall pay LHR a payment equal to: (i) the amounts that would have been due to LHR had Customer consistently maintained Software Support Services without such interruption with a continuous Monthly Maintenance Term; plus (ii) \$500; or (d) if Customer was on a Monthly Maintenance Term and wishes to reinstate more than twelve (12) months from the date Customer non-renewed support, then Customer shall pay LHR at LHR's then-current Maintenance Term rates for Software Support Services. Additionally, Customer shall provide LHR with reasonable access to the System and App and LHR confirms that the System and App are eligible for Software Support Services.

3.4 Generally. Software Support Services fees are due in advance, and not less than forty-five (45) days after receipt of the applicable invoice. All fees are non-refundable and non-cancellable, although Customer may upgrade its plan at any time and any unused amounts may be credited towards the fees due under the upgraded plan. Customer shall be responsible for interest, in the amount of 1.5% per month for any delinquent payments, as well as LHR's reasonable costs of collection (including attorney's fees).

3.5 Termination. In no event shall any Software Support Services fees be refundable or cancellable unless this Agreement is terminated by Customer for LHR's uncured breach, in which case any pre-paid Software Support Service fees shall be returned.

4. ORDERING. Any purchase of Software Support Services must be specifically referenced and identified on a Purchase Order, including the service level, term, and pricing.

5. SOFTWARE SUPPORT.

5.1 Error Corrections. Provided that Customer has paid all applicable fees, LHR will use commercially reasonable efforts to adapt, re-configure or re-program the Software (or App, as applicable), as applicable, to correct in a timely fashion any Software Defects reported to LHR by Eligible Customer Personnel (defined below), provided that if LHR determines in good faith that any such Software Defect is the result of errors or misstatements



in the Documentation, LHR may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by LHR to correct any such Software Defect, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of LHR's obligations hereunder.

5.2 Procedural Workarounds. In the event that LHR fails or is unable to correct any Software Defect, as required by this Agreement, LHR will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the Software (or App, as applicable), which, when employed in the regular operation of, or access to, the Software (or App, as applicable), will avoid or substantially diminish the practical adverse effects of the relevant Software Defect, provided that any failure or inability by LHR to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of LHR's obligations hereunder.

5.3 Software Updates; Software Upgrades. From time to time LHR may, in its discretion, develop Software Updates and/or Software Upgrades. Provided that Customer has paid all applicable fees, LHR will make such Software Updates and/or Software Upgrades available to Customer, by the means or methods reasonably selected by LHR. Any such Software Updates and/or Software Upgrades provided hereunder will be deemed to constitute part of the relevant Software and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership of such Software. Updates and upgrades to the App will be updated through the service automatically and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership of such Software.

6. ACCESS. Customer shall provide such information and/or access to Customer resources as LHR may reasonably require in order to provide Software Support Services and System monitoring under this Agreement, including, without limitation: remote access by LHR employees, remote access by monitoring software and support diagnostics, and/or remote or physical access by representatives (including third party subcontractors) to the System, App, or access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by LHR for purposes of performing its obligations hereunder. LHR shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this section.

7. LIMITATIONS TO SOFTWARE SUPPORT SERVICES.

7.1 Exemptions. LHR shall not have any obligation to provide any support or maintenance services related to the Equipment except as provided in Section 7.5 hereto. Unless otherwise agreed by the parties, LHR shall have no obligation to provide Software Support Services with respect to any Software Defect resulting from (a) use of the Software (or App, as applicable) other than according to the terms of this Agreement (or Documentation), as applicable; (b) modification of the Software (or App, as applicable) by Customer or any third party, except as expressly permitted in writing by LHR; or (c) any combination or integration of the Software (or App, as applicable) with hardware, software and/or technology not provided by LHR.

7.2 Version Requirements. Customer agrees that Customer may be required to upgrade to the most recent Software Upgrade in order to receive Software Support Services. For example, if the most recent version of the Software available to LHR customers is version 6.0 and Customer places a support request based on Customer's use of version 5.0, LHR may require Customer to install the Software Upgrade to version 6.0 prior to providing any Software Support Services.

7.3 General Protection of LHR Intellectual Property. LHR shall not be required to provide Software Support Services to the extent the provision thereof might reasonably be expected to jeopardize or harm LHR's rights in any intellectual property, or reveal trade secrets or other proprietary information of LHR not generally available to the public or to end users of the Software.

7.4 Compliance with Third-Party Constraints. LHR shall not be required to provide Software Support Services to the extent the provision thereof would violate LHR's obligations to its third-party licensors and suppliers with respect to such third parties' intellectual property.

7.5 Equipment Support. LHR may provide, in its discretion, online training in use of the Equipment, and may answer questions (via the subscribed-to support channel) about how to use the Equipment, which may include basic troubleshooting as well. LHR may also provide Customer with access to the then-current documentation and LHR community boards. LHR shall not have any obligation to maintain any Equipment.