

---

## AGREEMENT TO INSTALL RESEARCH DEVELOPMENT PLATFORM

---

THIS AGREEMENT TO INSTALL RESEARCH DEVELOPMENT PLATFORM (this “**Agreement**”) is made effective as of the \_\_\_ of \_\_\_\_\_, 20\_\_\_ (“**Effective Date**”), by and between Autonomous Stuff LLC d/b/a AutonomouStuff, an Illinois limited liability company (“**Supplier**”) and \_\_\_\_\_ (“**Client**”).

### RECITALS

A. Supplier is in the business of providing products, software and services for advanced research purposes.

B. Client desires to have Supplier provide a research development platform onto a vehicle and to install and integrate software and system architecture to process sensory information to facilitate advanced research.

NOW, THEREFORE, for good and valuable consideration as set forth in this Agreement, the parties agree as follows:

### 1. PURCHASE ORDERS

1.1. Scope of Agreement. Supplier agrees to perform services for Client according to the terms, specifications, and criteria as set forth in the following “Purchase Orders” (each, a “**PO**”): (a) any Estimate(s) or Purchase Order(s) attached to this Agreement; and (b) any Estimate(s) or Purchase Order(s) accepted by both parties in writing after the Effective Date that expressly references this Agreement. For purposes of this Agreement, the term “**Services**,” shall mean the services to be provided by Supplier to Client under an applicable PO, and the term “**Deliverables**,” shall mean the items to be delivered by Supplier to Client under an applicable PO.

1.2. Conflicts. In the event of any conflict between the terms of a PO and the terms of this Agreement, the terms of this Agreement shall prevail. Furthermore, unless otherwise expressly agreed upon in writing by Supplier, additional terms contained in a PO that are not in conflict with the terms of this Agreement are rejected by Supplier.

### 2. COMPENSATION

2.1. Payment. Supplier shall receive fifty percent (50%) of the total payment set forth in an applicable PO within two (2) business days of the approval of the PO by Supplier and Client. Supplier shall receive the remaining payment for the Services and the Deliverables prior to the date the Vehicle is scheduled to be picked up for delivery pursuant to Section 4.3 of this Agreement.

2.2. Taxes. All amounts payable under this Agreement and any PO are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of Supplier) (collectively, the “**Taxes**”). For Deliverables

delivered by Supplier to the states where Supplier has obtained authorization to collect the Taxes, Supplier will make commercially reasonable efforts to collect from Client and make payment of all applicable Taxes. For Deliverables delivered to any state, territory or country where Supplier has not obtained authorization to collect the Taxes, it shall be the responsibility of Client to make payment of all applicable Taxes.

### **3. PERFORMANCE**

3.1. Independent Contractors. Supplier's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. Supplier will have sole discretion to determine the manner, method, and means of performing the Services.

3.2. Access. Client shall provide Supplier with reasonable advance written notice of the time(s) during which Supplier may perform the Services and deliver the Deliverables. Client acknowledges that Supplier shall have no liability for delays resulting from its inability to access Client's place of business during regular business hours or for any other reason outside of the control of Supplier. Furthermore, in the event that Supplier is required to perform the Services outside of regular business hours, Client agrees to pay for those Services at a premium rate of one hundred fifty percent (150.0%) of the value attributed to those Services under the applicable PO. For the purpose of this Section, "regular business hours" shall mean between 8:00 AM and 6:00 PM in the place where the Services are to be performed.

3.3. Delivery. Client shall bear the transportation costs for delivery of the Deliverables to the site where the Services are to be performed. Client acknowledges and accepts that it shall have sole responsibility for risk of loss or injury resulting from the transportation of the the Deliverables pursuant to the Client's instructions and for risk of loss after delivery pursuant to Client's instructions. Upon completion of the Services described in an applicable PO, Supplier's interest in the Deliverables shall transfer to Client.

3.4. Acceptance. Supplier shall notify Client upon completion of all of Services to be performed under an applicable PO and certify that, on the date of such notice (the "Delivery Date"), the Services performed comply in all material respects with the requirements of the applicable PO. Client shall have ten (10) days from the Delivery Date to determine whether the Services comply in all material respects with the requirements of the applicable PO. Client shall be deemed to have accepted that the Deliverables and Services comply in all material respects with the requirements of the applicable PO upon the earlier of: (a) the eleventh (11th) day from the Delivery Date or (b) the date the Client makes any modifications to the Vehicle (as defined below).

3.5. Non-Solicitation. Client acknowledges that Supplier has invested in the training and development of Supplier's employees and that Supplier's employees are one of its most valuable assets. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, Client shall not solicit for employment any employees of Supplier or its affiliates who, within one (1) year prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with Client in relation to this Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm

searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.

#### **4. THE VEHICLE**

4.1. Purchase. The PO shall describe a year, make and model of a vehicle (“**Vehicle**”). If so provided in the PO, Supplier will hold and release Client funds as necessary for Client’s purchase of the Vehicle; provided that, title to the Vehicle shall transfer directly from the manufacturer or dealer selling the Vehicle to Client.

4.2. Insurance. Client shall maintain current and in force, at all times as provided in Section 10.1, commercially reasonable insurance policies on the Vehicle that name Supplier as an additional named insured and to provide Supplier with certificates of insurance upon request that require either the insurance company or the insurance agent or broker to notify Supplier of any lapse in coverage.

4.3. Risk of Loss and Liability. Except to the extent caused by the gross negligence or willful misconduct of Supplier, Client shall accept all responsibility for all losses, costs, expenses, damages, injuries, actions, claims, or theft to the Vehicle. Furthermore, Supplier shall not be liable for use of the Vehicle in violation of any federal, state, local or provincial law, rule, regulation or ordinance or outside of a controlled environment.

#### **5. WARRANTIES**

5.1. Third-Party Warranties. With respect to any third party software or hardware provided by Supplier to Client in connection with or embedded in the Deliverables, Supplier hereby assigns to Client all end user warranties and indemnities relating to such third party software and hardware; provided that such assignments are made only to the extent that Supplier is permitted to assign any such end user warranties and indemnities.

5.2. Disclaimer of Other Warranties. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUPPLIER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THIS AGREEMENT ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUPPLIER, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES AND DELIVERABLES. ALL WARRANTIES ARE NULL AND VOID IF THE CLIENT, OR ANY OTHER PARTY, ALTERS OR MODIFIES THE DELIVERABLES AFTER DELIVERY. FOR DELIVERABLES NOT CREATED OR MANUFACTURED BY SUPPLIER, NO WARRANTIES EITHER EXPRESSED OR IMPLIED ARE MADE; AND CLIENT’S RECOURSE SHALL BE SOLELY AGAINST THE CREATOR OR MANUFACTURER. SUPPLIER MAKES NO WARRANTY THAT THE VEHICLE WHEN PLACED IN OPERATION AND USE BY CLIENT WILL COMPLY WITH FEDERAL, STATE, LOCAL, OR PROVINCIAL LAW, RULE, REGULATION, OR ORDINANCE.

#### **6. DATA RIGHTS**

6.1. Ownership. Client acknowledges and agrees that Supplier is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials,

or other information relating to any intellectual property: (i) previously generated and used by Supplier (the “**Supplier IP**”); and (ii) generated by Supplier in providing the Services and the Deliverables (the “**Work Product**”). No transfer of ownership of the Supplier IP or the Work Product is intended by this Agreement. Client acknowledges that, to the extent Client desires for Supplier to develop any “works made for hire” within the meaning of the Copyright Act of 1976, as amended, such development shall be governed by a separate written agreement.

6.2. License to the Supplier IP. To the extent the Deliverables incorporate any Supplier IP, the terms and conditions of Client’s license to the Supplier IP shall be governed by a separate Software License Agreement. The Software License Agreement available on Supplier’s website at <https://autonomoustuff.com/software-license-agreement/> as of the Delivery Date shall supply such terms and conditions of Client’s license to the Supplier IP.

6.3. Perpetual License to the Work Product. Subject to the terms and conditions of this Agreement, Supplier grants to Client a perpetual, non-exclusive, non-transferable right and license to use and modify the Work Product solely for its own internal use; provided that any of the Work Product that is licensed to Supplier under a separate license agreement with a third party (“**Third-Party License**”), will continue to be governed by the Third-Party License, and the delivery of such Work Product by Supplier to Client will not relieve or alter the obligations or responsibilities of any party with respect to the Third-Party License.

6.4. Post-Delivery Covenants. Client agrees that it may not exploit or use the Supplier IP or the Work Product separately from the Vehicle and will not permit or encourage any third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or any other proprietary information or trade secrets from the Supplier IP, the Work Product, or the Deliverables; or (ii) modify, adapt, alter, translate, port, or create derivative works of or from the Supplier IP or the Work Product.

## 7. ALLOCATION OF RISK

7.1. Indemnity. Client agrees to defend, indemnify and hold harmless Supplier and its respective affiliates, officers and employees from and against any and all costs, liabilities, losses and expenses (including reasonable attorney fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Supplier arising from or related to: (i) the material breach of any representation or warranty made by Client in this Agreement or a PO; (ii) Client's failure to perform or observe any of its obligations under this Agreement or a PO; (iii) the gross negligence or willful misconduct of Client or any of its employees, agents or affiliates; (iv) the condition of Client’s premises or actions of Client’s employees or agents at the time Supplier’s employees or agents are performing the Services at Client’s premises; (v) any failure by Client or its employees, agents or affiliates to materially comply with applicable law; (vi) the operation and use of the Vehicle after the Delivery Date; or (vii) all Taxes, interest and penalties which may be assessed against Supplier as a result of the Services provided or Deliverables delivered to Client under this Agreement or a PO.

7.2. Defense/Settlement. In the event that any legal proceedings shall be instituted or any claim or demand shall be asserted by any person in respect of which indemnification may be sought under the provisions of this Agreement, the party seeking indemnification (the “**Indemnified Party**”) shall, to the extent of its knowledge thereof, provide written notice of the commencement of such proceedings or the assertion of such claim or demand to other party from whom it is seeking indemnification (the “**Indemnifying Party**”). The Indemnifying Party shall have the right to direct,

through counsel of its own choosing, the defense or settlement of any such claim or proceeding at its own expense. If the Indemnifying Party elects to assume the defense of any such claim or proceeding, the Indemnified Party may in its sole discretion elect to participate in such defense, but in such case the expenses of the Indemnified Party related to its participation shall be paid by the Indemnified Party. If the Indemnifying Party shall fail to defend in a timely manner or, if after commencing or undertaking any such defense, shall fail to prosecute, or shall withdraw from such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), agree to a settlement of any such claim or proceeding unless such settlement (a) includes an unconditional release of the relevant Indemnified Parties, (b) is solely monetary in nature, and (c) does not include a statement as to, or an admission of fault, culpability or failure to act on or behalf of an Indemnified Party.

## 8. REMEDIES

8.1. Limitation of Liability. SUPPLIER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES AND EXPENSES PAID OR PAYABLE BY CLIENT FOR THE SERVICES PROVIDED UNDER THE APPLICABLE PO UNDER WHICH SUPPLIER'S LIABILITY ARISES. SUPPLIER SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THIS AGREEMENT, OR ANY THEFT, DAMAGE, LOSS, DELAY OR FAILURE OF DELIVERY OR DEFECT OR FAILURE OF THE VEHICLE, OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Equitable Relief. The parties acknowledge that any breach of its covenants or obligations set forth in this Agreement may cause the other party irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, a party is entitled to seek equitable relief, without bond, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which such party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

## 9. CONFIDENTIAL INFORMATION

9.1. Confidential Information. For the purpose of this Agreement, "**Confidential Information**" shall mean any information, whether written or verbal, furnished or disclosed by a party, its employees, consultants or agents (the "**Discloser**") to the other party, its employees, consultants or agents (the "**Recipient**") pertaining to or regarding the business or business plans, financial condition, sales, research, strategies, products, developments, methodologies, techniques, processes, plans, customers, distributors, suppliers, properties and operations of Discloser. Confidential Information includes, without limiting the generality of the foregoing, all techniques, improvements, marketing plans, research or data, budgets, projections, forecasts, financing plans, time lines for implementation, inventions, trade secrets, know-how, discoveries, patent applications, products, products in development, pricing, services, data, formulas, formulations, recipes, compositions, unpublished databases, clinical study results and protocols, access codes, computer programs, processes, drawings,

designs, research, plans or specifications relating thereto. Furthermore, Confidential Information includes the terms of this Agreement and any PO, the Supplier IP, and the Work Product. Confidential Information does not include any information that: (a) is already rightfully known to Recipient prior to disclosure by Discloser; (b) is or becomes publicly known through no wrongful act of Recipient; (c) is obtained by Recipient from a third party without Recipient's knowledge or notice of a similar restriction upon disclosure and without breach of this Agreement; or (d) is independently developed by Recipient without breach of this Agreement.

9.2. Restrictions. Recipient shall use all Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not copy, disclose, convey or transfer any Confidential Information to any third party, excluding its employees, directors, members, shareholders, consultants or agents who must have access to the Confidential Information to perform Recipient's obligations under this Agreement (its "**Representatives**"). Such disclosures may be made provided: (i) Recipient has given each Representative notice of this Agreement's obligations and obtained his/her agreement to comply and (ii) such Representative is not engaged in a business that competes with Discloser. Recipient is responsible and liable for its Representatives' compliance hereunder. In the event Recipient terminates its relationship with any of its Representatives, Recipient shall: (i) immediately terminate such Representative's access to its premises and systems where Discloser's Confidential Information is maintained, and (ii) use its best efforts to recover any of Discloser's Confidential Information in such Representative's possession or control.

9.3. Mandatory Requests. If Recipient is requested or required to disclose (including, without limitation, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any governmental investigation) any Confidential Information, Recipient will notify Discloser promptly in writing of the terms and circumstances surrounding the request so that Discloser may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with this Agreement's terms. Recipient agrees not to oppose any action by Discloser to obtain a protective order or other appropriate remedy and shall, at Discloser's expense, cooperate fully with Discloser. In the event no such protective order or other remedy is obtained, or Discloser waives compliance with this Agreement's terms, Recipient will furnish only the portion legally required.

## 10. TERM AND TERMINATION

10.1. Term. This Agreement shall commence as of the Effective Date and continue in effect with respect to each PO until one year from the date Client receives each Vehicle from Supplier under such PO (the "**Term**"), unless earlier terminated pursuant to this Agreement. The provisions of Section 4.5 of this Agreement shall continue beyond the end of the Term until such time as Client certifies to Supplier in writing that Supplier has ceased and will continue to cease to operate the Vehicle. The provisions of Sections 7.1 and 7.2 of this Agreement shall continue beyond the end of the Term until the end of the applicable statute of limitations period. Upon termination of this Agreement, each party shall return or destroy all Confidential Information under this Agreement, and if so requested, certify in writing that all such Confidential Information has been returned or destroyed.

10.2. Force Majeure. If either party cannot perform any of its obligations because of any act of God, court order, fire, riot, war, or any other cause not within such party's control (a "Force Majeure Event"), then the non-performing party shall: (i) immediately notify the other party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the

duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of five (5) business days, Supplier may terminate this Agreement by providing written notice to Client.

10.3. Termination for Breach. This Agreement may be terminated by either Party if the other Party has materially breached this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of this Agreement as set forth above, Supplier may terminate any and all licenses granted to Client in this Agreement.

10.4. Payment of Fees and Expenses. Upon termination of this Agreement, Client shall pay to Supplier within five (5) days of receipt of a final invoice all fees and expenses due under this Agreement.

## 11. MISCELLANEOUS

11.1. Amendment and Waiver. This Agreement and any applicable PO may be amended or modified at any time and any provision of this Agreement and a PO may be waived, provided that an instrument in writing is executed by both parties setting forth the amendment, modification, or waiver. Client also agrees that Supplier's waiver or relaxation of any restriction, whether in a single instance or repeatedly, will not amount to a waiver or relaxation of similar or additional restrictions.

11.2. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.

11.3. Section and Other Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.4. Entire Agreement. This Agreement, including all exhibits attached to this Agreement, constitutes the entire agreement between Supplier and Client. Except as expressly set forth in this Agreement, no other agreement, statement, or promise not contained in this Agreement, and no changes or modifications to this Agreement, will be effective unless it is in writing and signed by both parties.

11.5. Choice of Law. The parties agree that the substantive laws of Illinois, but not the law of conflicts, shall govern the construction, validity and interpretation of this Agreement.

11.6. Notices/Requests to Supplier. All notices, requests and other communications required or permitted by this Agreement shall be in writing and may be (i) personally delivered, including by any nationally recognized courier service such as Federal Express or (ii) mailed by certified or registered mail with first class postage prepaid and a return receipt requested, addressed as provided in the PO. A notice (i) delivered personally will be deemed received on the date delivered or refused or (ii) mailed will be deemed received on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

11.7. Beneficiaries. This Agreement shall inure to the benefit of Supplier's successors and assigns, but is not otherwise intended to confer upon any other party any rights or remedies under or by reason of this Agreement.

11.8. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that Supplier is authorized to subcontract performance of any of the Services without the prior written consent of Client. Any permitted assignee, successor, or purchaser shall assume the obligation to perform in accordance with the terms and conditions of this Agreement, and no assignment or transfer shall relieve any party of its obligations under this Agreement.

11.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or pdf electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. The parties expressly agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

**[Signature Page Follows]**

WHEREFORE, Supplier and Client have caused this Agreement to be executed as of the Effective Date.

**SUPPLIER**

**CLIENT**

Autonomous Stuff LLC d/b/a  
AutonomouStuff

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_