

Directed Machines
End User License Agreement
Effective Date: February 1, 2019

PLEASE CAREFULLY READ THE TERMS OF THIS END USER LICENSE AGREEMENT (“**TERMS**”). BY CLICKING TO INDICATE THAT YOU AGREE TO THESE TERMS, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT CLICK TO INDICATE THAT YOU AGREE TO THESE TERMS OR USE THE DIRECTED MACHINES SERVICES. **THESE TERMS CONTAINS A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE REVIEW SECTION 19.**

These Terms are a legal agreement between dCentralized Systems, Inc. d/b/a Directed Machines (“**Directed Machines**” “**our**” and “**we**”) and you (“**you**” and “**your**”) that govern the Directed Machines website, mobile application, and cloud services, including all Updates (defined in Section 3 below), related documentation, and information and content provided therein (collectively, the “**Services**”). The Services allow you to connect to a Directed Machines robot (“**Robot**”) in order to control the Robot and remotely capture and access telemetry data and camera footage (“**Content**”).

By using the Services, you authorize the collection of information about you, your use of the Services, the device from which the Services are used, and the use, transmission, processing, and storing of information as described in our Privacy Policy (located at <https://directedmachines.com/lcr-documentation.html>).

- 1. Account Registration.** In order to use the Services you will need a user account that will be provided to you by Directed Machines (“**Account**”). You agree to provide current, complete, and accurate Account information when you register for an Account. You agree to keep your log-in information confidential and not authorize any third party to use it or your Account. You agree that we may attribute all use of your Account to you, and that you are responsible for all activities that occur under your Account. You agree to notify us immediately at support@directedmachines.com if you suspect any unauthorized use of your Account, the Services, or any other breach of security. Depending on your Account type or other criteria, your Account may not have full access to all features or functionality available through the Services. You agree not to attempt to access any (if any) restricted features or functionality.
- 2. Eligibility.** You must be 18 years of age or older to use the Services. By registering for an Account, you certify that you are 18 years of age or older.
- 3. Updates.** You acknowledge that, without your permission, Directed Machines may remotely log-in to your Account for the purpose of providing maintenance and support services such as the provision of updates, upgrades, bug fixes, patches, and other error corrections (collectively, “**Updates**”). Additionally, you acknowledge that, with your permission, Directed Machines may remotely access the camera footage from your Robot for the purpose of providing Updates. If Directed Machines provides Updates, these Terms will apply to the Updates unless Directed Machines provides additional terms along with the Update (“**Additional Terms**”), in which case those Additional Terms will apply to the Update. You agree that Directed Machines may automatically check your version of the Services and provide Updates to the Services and may release subsequent versions of the Services and require you to use the most current version. Directed Machines reserves the right to discontinue your access to the Services or to any Content.
- 4. License to Use of the Services.** Conditioned on your compliance with these Terms, Directed

Machines grants you a limited, personal, non-exclusive and nontransferable license to download, install, and use the Services for your personal, non-commercial use on a device owned or otherwise controlled by you solely in connection with your operation of the Robot(s) owned by you or by a third party that has authorized your access to the Robot(s) through the owner's use of the Services.

5. License Restrictions. The license granted in Section 4 is conditioned on your compliance with the following:

- (a) You must not attempt to work around, disable, bypass, modify, or defeat any technical limitations in the Services, including to access the internet for purposes other than using the Services.
- (b) You must not use the Services in an attempt to, or in conjunction with any device, program or service designed to circumvent any security features or any technical measures employed, to control access to, or the rights in, a content, file, or other work;
- (c) You must not reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Services, except and only to the extent that applicable law expressly permits, despite this limitation;
- (d) You must not download or copy the Services, except as expressly permitted in Section 4;
- (e) You must not rent, lease, lend, sell, sublicense, assign, distribute, publish, perform, display, broadcast, transfer, exploit, or otherwise make available the Services or any features or functionality of the Services to any third party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one device at any time;
- (f) You must not offer your use of the Services for commercial profit to third parties without prior written approval from Directed Machines;
- (g) You must not modify or make any derivative works of the Services, in whole or in part;
- (h) You must not remove any proprietary notices or labels on the Services or any copy thereof;
- (i) You must not interfere with the proper functioning of the Services or use it as a platform for external applications; to develop applications, services, websites; or any other functionalities that leverage the Services or any portion thereof;
- (j) You must not make any use of the Services in any manner not permitted by these Terms or the documentation; and
- (k) You must use the Services in compliance with all applicable laws.

6. Reservation of Rights.

- (a) You acknowledge and agree that the Services are provided under license, and not sold to you. You do not acquire any ownership interest or other rights to the Services other than the right to use the Services in accordance with the license in Section 4. Directed Machines reserves and retains its entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property and proprietary rights therein or relating thereto.
- (b) You acknowledge and agree that the Services involve generation and collection of data ("**Data**") by Directed Machines and ownership of the Data remains with Directed Machines.
- (c) You acknowledge and agree that the Services involve the capture and recording of video footage by your Robot(s) and ownership of the video footage remains with Directed Machines.

7. Services Availability and Support. Directed Machines has no obligation to and may not provide support in relation to the Services or your Account. Directed Machines does not guarantee availability of

the Services or your Account and your access is permitted only if and when they are available. Your use of the Services and access to your Account may occasionally be restricted for service, upgrades, maintenance, or other reasons. To the maximum extent authorized under applicable law, Directed Machines reserves the right to suspend your Account, your use of the Services, and discontinue your access to Content provided or made available to you through the Services at any time without notice.

8. Termination. You may terminate your Account or your use of the Services at any time. Directed Machines reserves the right to terminate your Account and these Terms and to suspend or terminate the Services or your access thereto at any time with or without prior notice. Sections 5-16 and 18-20 of these Terms will survive termination.

9. DISCLAIMER OF WARRANTIES. DIRECTED MACHINES DOES NOT MAKE ANY AND DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, INCLUDING ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS. IN PARTICULAR, DIRECTED MACHINES HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT AND DOES NOT MAKE ANY WARRANTY OR CLAIM THAT THE SERVICES WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, OR SECURE BASIS; WILL BE ACCURATE, COMPLETE, RELIABLE, OR FUNCTION PROPERLY; MEET YOUR REQUIREMENTS; BE ERROR FREE OR FREE FROM VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS; PROVIDE SAFETY, PRIVACY, OR SECURITY; OR PREVENT OR MINIMIZE THEFT, PROPERTY DAMAGE, OR INJURY.

10. SAFETY WARNINGS; ASSUMPTION OF RISK.

- (a) YOU ACKNOWLEDGE AND AGREE THAT THE ROBOT IS AN AUTONOMOUS, HEAVY-DUTY, MECHANICAL PIECE OF MACHINERY WITH A LIMITED ABILITY TO DETECT HUMANS, LIVESTOCK, AND OTHER OBSTACLES. YOU ACKNOWLEDGE THE RISKS AND HAZARDS OF USING THE ROBOT, INCLUDING THE RISK OF INJURY TO A PERSON'S EXTREMITIES, FINGERS, OTHER PARTS OF THE BODY OR OTHER PROPERTY, AND, BY ENTERING INTO THIS AGREEMENT, VOLUNTARILY ELECT TO PARTICIPATE IN THESE ACTIVITIES, AND TO ENGAGE IN AN ACTIVITY THAT MAY BE HAZARDOUS TO MY PERSON OR PROPERTY.
- (b) YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY YOU, YOUR DEPENDENTS, GUESTS, OR OTHERS UNDER YOUR SUPERVISION AND CONTROL, AS A RESULT OF USING THE ROBOT, WHETHER CAUSED BY THE NEGLIGENCE OF DIRECTED MACHINES OR OTHERWISE.

11. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT WILL DIRECTED MACHINES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES TO OR FOR LOSS OF DATA OR PRIVACY, REVENUE, PROFITS, OR PROPERTY (INCLUDING BUILDINGS, WIRING, FIXTURES, DEVICES, COMPUTERS, PERIPHERALS, AND ANIMALS) OR FOR INJURY OR DEATH, ARISING FROM OR RELATING TO THESE TERMS, YOUR ACCOUNT, OR THE SERVICES.

12. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTION 11, DIRECTED MACHINES' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER

THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THESE TERMS, YOUR ACCOUNT, OR THE SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE FIRST ROBOT THAT YOU CONNECTED TO THE SERVICES.

13. IMPORTANT CONSUMER NOTICE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DAMAGE LIMITATIONS SUCH AS THE LIMITATION OF LOSS OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN SECTIONS 9, 10, 11, OR 12 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED. IF YOU LIVE OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF ANY LIMITATION IS NOT PERMITTED, THE EXCLUSIONS IN SECTION 9, 10, 11, OR 12 MAY NOT APPLY TO YOU.

14. Independent Remedies.

The disclaimer and limitation of warranties and the exclusion of damages under Sections 9 and 11 are independent of your exclusive remedies in these Terms and the disclaimer and limitations of warranties and exclusion of damages survive even if the exclusive remedies fails of their essential purpose or otherwise are deemed unenforceable. Each of the limitations in Sections 9 and 11 apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

15. Indemnity.

You agree to defend, indemnify, and hold Directed Machines, its directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any claim or demand, including reasonable attorneys' fees, relating to, arising from, or allegedly arising from (a) your use of the Services, and activities occurring under your Account; (b) any violation of these Terms; or (c) your violation of any other party's rights or applicable law. Directed Machines reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Directed Machines in asserting any available defenses.

16. Notices.

Directed Machines may give you all required notices (including legal process) by any lawful method, including by posting notices on the Services, in whole or in part, or by sending it to any email address that you provide to Directed Machines. You agree to send Directed Machines notices by mailing them to the following address:

dCentralized Systems, Inc.
Attn: Legal
1634 Palm Ave SW
Seattle, WA 98116

17. Modifications to These Terms.

Directed Machines reserves the right to change these Terms at any time upon notice to you. You agree to periodically review these Terms for changes and you can review the most current Terms at any time at <https://directedmachines.com/product-agreements.html>. Updated Terms are binding on you as of the effective date indicated in our notice. Your continued use of the Services after the effective date indicates your acceptance of the updated Terms, even if you have not reviewed them. If, at any time, you do not agree to the Terms, you must cancel your Account and stop using this Services.

18. Governing Law. These Terms are governed by the laws of the State of Washington, without reference to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to these Terms or to the transactions contemplated by these Terms.

19. AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER; AND LOCATION OF DISPUTE RESOLUTION. You and Directed Machines each agree that all claims, controversies, and disputes between You and Directed Machines, including those arising out of or related to the Services, your Account, or these Terms (each a “**Dispute**” and collectively the “**Disputes**”), will be resolved by binding arbitration by a single neutral arbitrator, provided, however, you and Directed Machines are not precluded from asserting in small claims court any Dispute that is eligible to be brought in small claims court. BY AGREEING, YOU ACKNOWLEDGE THAT YOU AND DIRECTED MACHINES ARE EACH AGREEING TO FOREGO THE ABILITY TO PURSUE DISPUTES IN COURT, OTHER THAN SMALL CLAIMS COURT, INCLUDING THE ABILITY TO HAVE A JURY DECIDE DISPUTES. Unless you and Directed Machines otherwise agree, JAMS will arbitrate all disputes and JAMS rules will apply. You and Directed Machines each agree to only pursue Disputes on an individual basis and will not pursue Disputes, whether in arbitration or otherwise, on a class, consolidated, or representative basis, regardless of the application of procedural rules. BY AGREEING, YOU ACKNOWLEDGE THAT YOU AND DIRECTED MACHINES ARE EACH AGREEING TO FOREGO THE ABILITY TO PROCEED IN CLASS ACTIONS, CONSOLIDATED ACTIONS, OR REPRESENTATIVE ACTIONS, EITHER AS A REPRESENTATIVE OF OR MEMBER OF A CLASS. Notwithstanding any JAMS rule to the contrary, or any other provision in arbitration rules chosen by agreement to govern the arbitration, you and Directed Machines each agree that any challenges to the validity or enforceability of the class action waiver in this Section will be decided by a federal court or a court of competent jurisdiction, and not by an arbitrator. If any court or arbitrator holds that the class action waiver in this Section is unenforceable, then the Dispute must be brought in a state or federal court, and not in arbitration. You and Directed Machines each agree that the location of the arbitration or court where the Dispute will be resolved will be the largest city in your state within 100 miles of where you live. You and Directed Machines each also agree that for arbitrated Disputes, the arbitrator’s award will be final and binding and may be entered as a judgment in any court of competent jurisdiction. An arbitrator may award, on an individual basis, any relief authorized by law, including injunctive or declaratory relief and reasonable attorneys' fees. You and Directed Machines each are responsible for your or its respective costs relating to the arbitration, except that Directed Machines will pay all arbitration administrative or filing fees, including the arbitrator fees (other than arbitrator fees up to the amount of the then-applicable fee for filing a civil action in federal court in the judicial district where you live in any Dispute where you assert a claim against Directed Machines, unless you demonstrate to the arbitrator that you would be entitled to file that civil action in federal court without payment of the then-applicable fee). To begin arbitration, you must send a letter requesting arbitration and describing your Dispute to the contact listed for Directed Machines in Section 16. You may opt-out of the agreement to arbitrate in this Section by mailing Directed Machines written

notice of your election to opt-out at 1634 Palm Ave SW, Seattle WA 98116 within 45 days of downloading the Services, expressly indicating that you are opting out of the agreement to arbitrate in this Section and including your name and address, provided that the election will not be effective until it is received by Directed Machines. Your election to opt-out of the agreement to arbitrate in this Section will not otherwise affect your rights and obligations under these Terms. You and Directed Machines each also agree that these Terms affect interstate commerce, so the Federal Arbitration Act, not state law, applies, including with respect to any question of whether a Dispute is subject to arbitration (despite the choice of governing law in Section 18).

20. General. If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms will remain in full force and effect. You and Directed Machines intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and Directed Machines agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Directed Machines may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in your Account, to the Services, or under these Terms. If, at any time, Directed Machines fails to respond to a breach of these Terms by you or others, that failure will not waive Directed Machines' right to act with respect to subsequent or similar breaches. A waiver will only be binding on Directed Machines if it is in writing and signed by Directed Machines. These Terms (including Additional Terms and any incorporated terms or policies) constitute the entire agreement between you and Directed Machines with respect to your Account and the Services. Both you and Directed Machines warrant to each other that, in entering these Terms, neither Directed Machines nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Directed Machines, or Directed Machines' successors and permitted assigns, will have any right to enforce any of these Terms.