

USE AGREEMENT

KARTO™ LOGGER SOFTWARE AND WEB MAPPING SERVICE

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By clicking on the "I Agree" button at the bottom of this page, User signifies assent to the terms and conditions set forth in this Agreement. If User does not agree to these terms and conditions, please click on the "I Do Not Agree" button.

OVERVIEW

SRI's Karto™ Logger software and web mapping service allows developers of mobile robots to generate interior maps that can be used by mobile robots for intelligent navigation. This website provides additional features relating to such map creation. Developers agreeing to the terms set forth in this Agreement may utilize this website, download the Karto Logger software program, utilize their own robot or a simulation environment to collect data, and upload the data file to SRI's website. SRI may then provide a file containing the map image back to the developer. SRI will have the right to utilize any data files provided to SRI and the resulting maps for all purposes.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereby agree as follows:

AGREEMENT

1. CONTEXT OF AGREEMENT

- 1.1 Acceptance of Agreement. This Agreement governs the use of this website and related software and constitutes an agreement between SRI and users of this website, including you. Each time you use this website you signify your acceptance and agreement, and the acceptance and agreement of any party you purport to represent, without limit or qualification, to be bound by this Agreement as it then reads, and you represent and warrant that you are at least 18 years of age and have the legal authority to agree to and accept this Agreement on behalf of yourself and any party you purport to represent. If you do not agree with each provision in this Agreement, or you are not authorized to agree to accept this Agreement, or you are not at least 18 years of age, you may not use this website.
- 1.2 Changes to Agreement. You may not change, supplement, or amend this Agreement in any manner. SRI, at its sole discretion, may change, supplement, or amend this agreement as it relates to your future use of the website or the Software from time to time, for any reason, and without any prior notice or liability.

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 - 3.1.1 "Software" collectively means the version of the code, materials, and information pertaining to the Karto™ Logger software made available to developer by SRI.
 - 3.1.2 "Documentation" means the Karto™ Logger software User's Guide and any other printed or online material customarily made available by SRI to its licensees of the Software.
 - 3.1.3 "Materials" means Software, Documentation, and any other materials or information made available to User when accessing to this website, collectively.
 - 3.1.4 "Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.
- 3.2 Derivative Works and Data Files. User shall own all right, title, and interest in any Maps, provided, however that SRI may use Maps for its research purposes. Based on data you submit to the website, the website may produce a map representation of the data ("Map"). User shall grant SRI a worldwide, perpetual, non-exclusive, royalty-free license to incorporate, use, copy, modify, enhance, reproduce, distribute, offer for sale, or sell such Maps. If User provides any data files to SRI or if SRI creates any Maps, then SRI shall automatically have the worldwide, perpetual non-exclusive, royalty-free, license to utilize such data files and/or Maps and any derivatives thereof for all purposes without attribution to User.
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- 3.5 **No Support or Maintenance.** SRI shall have no obligation to provide User with updates or upgrades or to otherwise provide support and maintenance for the Software or Documentation.

4. TERM AND TERMINATION

- 4.1 **Term and Termination.** Unless previously terminated pursuant to this section (Term and Termination), this Agreement shall be perpetual. User may terminate this Agreement, in its sole discretion, upon thirty (30) days prior written notice to SRI. SRI may terminate this Agreement (a) upon or after the breach of any material provision of this Agreement by User if User has not cured such breach within thirty (30) days after receipt of written notice thereof by SRI, or (b) in the event of any claim that the Software infringes the patent, copyright, or other intellectual property right of any third party. Notwithstanding the foregoing, SRI, at its sole discretion, may terminate User's right to use this website or its contents at any time, for any reason, without any notice to you and without any liability to you or any other person.
- 4.2 **Effect of Expiration or Termination.** Expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination. Any terms and conditions of this Agreement, which by their nature

extend beyond the term or expiry of this Agreement, shall survive the termination or expiry of this Agreement. This includes, without limitation, the disclaimer of representations and warranties, limitations of liability, and this survival provision. Upon termination or expiration for any reason, User shall, as applicable, promptly destroy or return any and all copies of the Materials (and any and all copies thereof) remaining in User's possession.

5. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND INDEMNITY

5.1 Mutual Representations. Each party hereby represents and warrants to the other party that such party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

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5.2.6 The information contained in the website or derived from the website will be accurate, complete, sequential or timely; or

5.2.7 Certain or any results may be obtained through the use of the website.

5.3 LIMITED LIABILITY. IN NO EVENT SHALL SRI OR ITS LICENSORS OR THEIR SUPPLIERS BE LIABLE TO USER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR WITH RESPECT TO ANY CLAIM, DEMAND, ACTION, OR OTHER PROCEEDING RELATING TO THIS AGREEMENT HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SRI AND ITS LICENSORS OR THEIR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SRI'S OR ITS LICENSORS' AND THEIR SUPPLIERS LIABILITY OWING TO USER OR ANY AFFILIATE OR THIRD PARTY WITH RESPECT TO ANY CLAIM, DEMAND, ACTION, OR OTHER PROCEEDING RELATING TO THIS AGREEMENT EXCEED THE TOTAL

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- 5.4 Indemnity. You agree to indemnify, defend, and hold SRI and all of its agents, directors, employees, information providers, licensors and licensees, officers and all other related, associated, or connected individual or corporate parties (collectively, the "indemnified parties") harmless from and against any and all liabilities and costs, including without limitation reasonable legal fees and expenses, incurred by the indemnified parties in connection with any claim or demand arising out of or connected to your use of this website or its content as defined herein, your breach of this agreement, your violation or infringement of the rights of others, or your violation of any applicable laws. You will assist and cooperate as fully as reasonably required by SRI in the defense of any such claim or demand.
- 5.5 Notice and Procedure for Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to SRI International, Office of the General Counsel, 333 Ravenswood Ave., Menlo Park, CA 94025.

6. MISCELLANEOUS

- 6.1 U.S. Government Rights. The terms set forth in this Section (U.S. Government Rights) shall apply if the Software or any accompanying documentation is used or acquired by or on behalf of any unit, division, or agency of the United States Government. The Software and Documentation constitute a "commercial item," as that term is defined at Federal Acquisition Regulation ("FAR") 2.101, consisting of "commercial software" and "commercial computer software documentation" pursuant to Department of Defense, FAR Supplement 227.7202 and FAR 12.212, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or the Documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. The contractor/manufacturer of the Software and accompanying documentation is SRI International, 333 Ravenswood Avenue, Menlo Park, California 94025, USA. Notwithstanding anything to the contrary in this Agreement, the license granted to User hereby is subject to the reservation of the rights, if any, which may exist in favor of the United States Government pursuant to Title 35 United States Code Chapter 18 and the regulations promulgated thereunder.
- 6.2 Entire Agreement. This Agreement embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.
- 6.3 U.S. Export Laws and Regulations. Each party hereby acknowledges that the rights and obligations of this Agreement are subject to the laws and regulations of the United States relating to the export of products and technical information. Without limitation, each party shall comply with all such laws and regulations. The Software may not be installed, downloaded, or otherwise exported or re-exported (a) into (or to a national resident of) any country to which the U.S. has embargoed goods, or (b) to anyone on the U.S. Treasury Department's list of Specialty Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

- 6.4 Arbitration. The parties shall first use any and all reasonable efforts to amicably resolve any disputes relating to this Agreement by direct discussions. If resolution is not achieved within thirty (30) days after the initial discussion, either party may submit the dispute to final and binding arbitration to be held in San Francisco, California. The arbitration shall be conducted by one (1) impartial arbitrator selected by mutual agreement of the parties, or by JAMS if they cannot so agree. The arbitrator shall apply California law to any proceeding conducted hereunder. If awarded by the arbitrator, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.
- 6.5 No Use of Name. Except as otherwise set forth in this Agreement or required by applicable law, regulation or order of a governmental agency or court of competent jurisdiction, neither party shall use the name of the other party or the other party's directors, officers or employees in any advertising, news release or other publication, without the prior express written consent of the other party.
- 6.6 Severability. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms of this Agreement in any other jurisdiction.
- 6.7 Governing Law. This Agreement, including any decision to arbitrate and any decision by an arbitrator, shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof, and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 6.8 Notices. Any consent or notice required or permitted to be given or made under this Agreement by one party to the other party shall be in writing and delivered to the other party at such address as the addressee has last furnished in writing to the addressor. Any such consent or notice shall be effective upon receipt by the addressee.
- 6.9 Waiver. The waiver by either party hereto of any right hereunder or the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.