

gita® USE AGREEMENT

This gita® Use Agreement (the “**Agreement**”) is entered into by 4th Sector Ontario, LLC, a Delaware limited liability company doing business as 4th Sector Innovations (“4thSI”) and the undersigned individual(s) (“Robot Host”) as of the last date written below (the “**Effective Date**”). 4thSI and Robot Host are each referred to as a “**Party**” and collectively as the “**Parties**”.

1. Purpose; License Grant.

1.1 Purpose. 4thSI desire to allow Robot Host to use a gita® robot (the “**Robot**”) during the Use Period to experience the Robot’s operation and capabilities, to provide feedback to the 4thSI about Robot Host’s experience with the Robot, and to participate in 4thSI’s creation of marketing materials for the Robot.

1.2 Grant. Subject to the terms of this Agreement, 4thSI grant to Robot Host a limited, non-transferable license to use one Robot during the Use Period, for the purpose stated in **1.1** above.

1.3 Restricted Areas. During the Use Period, Robot Host may **only** use the Robot in the following areas of the New Haven at Ontario Ranch master planned community in Ontario, California, as generally bounded by Archibald Ave, Schaefer Ave, Old Edison Ave and just east of Haven Ave: (a) Robot Host’s residence; (b) the New Haven public and community pedestrian access ways serving New Haven; (c) New Haven’s Cherry Park, Paws Park, Emerald Park, Canvas Park, Picnic Park and The Resort at Picnic Park; and (d) the New Haven Marketplace. Robot Host shall not use the Robot, or authorize any person to use the Robot, anywhere outside these areas.

2. 4thSIship of Robot, Feedback and Developed IP. Robot Host agrees that all rights, title and interests in and to the Robot, the Feedback and the Developed IP, are the sole and exclusive property of 4thSI. In this Agreement, “**Feedback**” means the thoughts, suggestions, options, ideas, diagrams, data, ideas, notions and other such concepts related to the Robot that are shared, discussed, generated or communicated during any meeting between the Parties during the Use Period, by e-mail, in writing or verbal exchange. Also in this Agreement, “**Developed IP**” means all copyrightable material, notes, records, drawings, designs, inventions (whether or not patentable), improvements and developments conceived, discovered, developed or reduced to practice during the Use Period, solely by either Party or in collaboration between the Parties, that relate to the Robot. Robot Host irrevocably and fully assigns to 4thSI all such Feedback and Developed IP, without further consideration, so that all such Feedback and Developed IP are the sole property of 4thSI. Robot Host agrees not to dispute or challenge, or assist any person in disputing or challenging, 4thSI’s rights in and to the Feedback and the Developed IP.

3. Duties of the Parties.

3.1 Delivery; Pickup. 4thSI must provide one Robot to Robot Host to use during the Use Period at no cost to Robot Host. On completion of the Use Period, 4thSI must pick-up the Robot. The Parties agree to coordinate mutually-agreeable times for 4thSI to deliver and pick-up the Robot at Robot Host’s residence or other convenient location within the New Haven community.

3.2 Reasonable Care; Notification; Compliance with Laws. During the Use Period, Robot Host must (a) follow 4thSI’s recommended maintenance, care and operating instructions for the Robot, (b) keep the Robot in good operating condition, reasonable wear and tear excepted, (c) notify 4thSI of any failure or malfunction of the Robot; (d) give 4thSI reasonable access to the Robot so as to allow 4thSI to perform its obligations, and (e) follow all applicable laws while using the Robot.

3.3 Other Obligations. The Parties must perform each of their respective obligations listed on Exhibit A.

4. Liability; Damage Waiver.

4.1 Robot Host Liability. Robot Host will remain responsible for all damages including, without limitation, injury to any person or property, caused from (a) Robot Host's breach of this Agreement, (b) Robot Host's intentional or negligent damage to the Robot or (c) Robot Host's intentional or negligent acts.

4.2 DAMAGE WAIVER. EXCEPT FOR BREACHES OF APPLICABLE LAW, GROSS NEGLIGENCE, WILFUL MISCONDUCT, AND CLAIMS WHICH LEGALLY CANNOT BE EXCLUDED, OWNER WILL HAVE NO LIABILITY TO USER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, DIRECT OR INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

5. Use Period and Termination.

5.1 Term. The Term ("**Term**") of this Agreement commences on the Effective Date and ends on the end date indicated on the signature page (the "**End Date**"), or, if earlier, any other date of termination. The "**Use Period**" means period from the date the Robot is delivered to Robot Host and ending on the End Date.

5.2 Termination. Either Party may terminate this Agreement upon notice to the other Party.

5.3 Effect of Termination. On the termination of this Agreement:

(a) all rights and licenses granted in this Agreement will terminate, and Robot Host must discontinue use of the Robot; and

5.4 Surviving Rights. The rights and obligations of the Parties set forth in Section 2, Section 3.1, Section 4, Section 5.3, Section 5.4 and Section 6, and any obligation of the Parties is intended to survive termination of this Agreement, will survive.

6. Miscellaneous.

6.1 Public Announcements. Robot Host are encouraged to distribute provided marketing materials relating to the Robot and this Agreement and post to social media. Robot Host shall communicate concerns immediately to 4thSI and shall not make any public statements that disparage 4thSI or the Robot. Exhibit A lists additional items with pre-consent.

6.2 Assignment. Robot Host cannot assign or transfer any of Robot Host's rights or obligations under this Agreement.

6.3 Entire Agreement. This Agreement, together with the Exhibit A and Exhibit B, represent the entire agreement of the Parties, and it supersedes all prior and contemporaneous agreements.

6.4 Governing Law. This Agreement is governed by the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

4thSI and Robot Host have executed this gita® Use Agreement on the dates below. The End Date for this gita® Use Agreement is: _____.

4THSI:

4TH SECTOR ONTARIO, LLC

By: _____

Name: _____

Title: _____

Date: _____

Robot Host:

(Print Name)

(Signature)

(Address)

(Address)

(Date)

EXHIBIT A

PROGRAM DETAILS AND EXPECTATIONS

Congrats! And thank you! We are almost done with the legal commitments! Although the lawyers had their fun in the previous section, we are able to make the final two pages a little more accessible with everyday language.

This page outlines the specific requirements and expectations for families volunteering take-on the responsibility to oversee, protect and hopefully love their gita robot throughout the duration there caregiving period.

The “adopt-a-gita” program is made available exclusively to residents of Brookfield Residential communities in Ontario Ranch. Chances are that you would not be reading this unless this were case!

You are getting exclusive access to a commercially available robot called gita that is designed to hold your stuff and follow you around.

This program is managed by 4th Sector Ontario, a local innovation and entrepreneurship company. They do not manufacture or sell these robots. They do have a contract with Piaggio Fast Forward, the company that makes gita. Their contract is designed to allow 4th Sector Ontario to explore different use-cases to understand the value gita provides.

Everyone involved with the “gita-adopt-robot” project wants you to have fun “in the future” while being diligent for the safety of people and stuff around you and gita.

In the event you feel you, the gita, or anyone around you are in a compromised or unsafe situation:

- 1) immediately get to safety
- 2) contact us directly, 24 hours a day at 310-866-1442

Lastly, we also want to know whenever there is a “near miss” or situation that the robot did not perform the way you expected and could have, but did not, result in bad, unsafe, or dangerous situation.

All residents participating in the “gita-adopt- robot” agree to (confirm each with a check):

- Provide contact information
- Read and understand the PFF/gita user manual, release of liability, and safety instructions and FAQ.
- Join and utilize 4th Sector Innovation’s “gita-adopt-a-robot” Slack channel
- Download the “mygita” app for your mobile device
- Provide mygita profile and become a member of 4th Sector Ontario’s gita “crew”
- Use the mygita app whenever using the robot
- Complete pre-adoption gita robot training
- Participate in pre-delivery interview
- Allow us to capture footage of you and your family interacting with and using gita
- Use the gita robot a minimum of three (3) hours per week of adoption
- Capture authentic experiences while using gita (see “filming and posting” guidelines)
- Make your social media feeds public and post content (see “filming and posting” guidelines)
- Participate in post-adoption interview
- Subscribe to the 4th Sector Innovations channel and “Better Tech-gether” series on YouTube
- Watch your episode “air” and get as many people as possible to watch your episode

EXHIBIT B

Maintenance and Support

Thank you for making it this far and navigating all that legalese. This is likely the easiest part of the agreement because the gita robot requires very little to be happy.

For gita to work, it needs its batteries charged. The battery is capable of lasting for four hours of continuous use. The humans on our team have never used it that much without a taking a break because, unlike the gita, they needed water and food before the four hours was up. That being said, we try to keep our gita fully charged and leave it plugged in the included power supply (and only that one) whenever we are not using it.

While caregiving for your adopted gita you agree to:

- Complete pre-adoption vehicle inspection
- Keep gita clean (gita is not camera shy and always wants to look its best). See FAQ for more.
- Keep gita's sensors clean (use only provided spray and clothe if required)
- Keep gita as fully charged as possible so it is always ready to join you on an adventure
- Return gita with a full battery and all provided accessories
- Complete post-adoption vehicle inspection