



Machine-as-a-Service Subscription Agreement Monthly Billing through Dimension

Client has chosen the monthly billing option. Client acknowledges that monthly billing is governed by the terms and conditions of the Monthly Billing Agreement attached as Exhibit A.

1. Definitions.

- **Client:** the legal entity who has executed a Machine-as-a-Service Order Form referencing this Agreement (“Client”).
- **Content Data:** the audio, video, and other incident reporting data captured by the Equipment during deployment at the Client’s premises.
- **Deployment Fee:** the non-refundable fee set forth in the Order Form and due upon its execution.
- **Dimension:** Dimension Funding, LLC, Knightscope’s third-party billing administrator, that enables Client to pay for Equipment and Services monthly instead of annually in advance.
- **Effective Date:** the date the Parties have executed the Order Form.
- **Equipment:** Knightscope proprietary autonomous security robots (ASR) specified in the Order Form.
- **Equipment Damage:** third-party damage or vandalism that results in the Equipment being less than fully functional.
- **Feedback:** collectively, all ideas, suggestions, or guidance provided by Client to Knightscope in relation to the Services.
- **Force Majeure:** forces beyond Knightscope’s reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss, malfunction of or lack of access to utilities or communications networks not directly under its control.
- **Interface:** a fully functional, browser-based user interface hosted by Knightscope included with every subscription that allows Clients to stay connected to their ASR fleet via (KSOC).
- **Interface Terms of Service (TOS):** terms and conditions available here: www.knightscope.com/terms/
- **KSOC:** the Knightscope Security Operations Center.
- **Likeness:** the photographed or video representation of the Equipment obtained by Knightscope.
- **MaaS Subscription Agreement:** this Machine-as-a-Service Subscription Agreement.
- **Machine Data:** all data, other than Content Data, collected or generated by the Equipment and Interface.
- **Maintenance**
 - **After Hours Maintenance:** maintenance taking place on national holidays, weekends and after business hours (6:01pm – 7:59am in the deployment site address time zone)
 - **Maintenance Period:** Monday through Friday, excluding national holidays, between the hours of 8:00am and 6:00pm in the deployment site address time zone unless otherwise stipulated in the Order Form.
- **Monthly Billing Agreement:** the agreement between Client and Dimension attached hereto as Exhibit A.
- **Order Form:** the ordering document executed by the Parties setting forth the Equipment, number of seats for access to the Interface, Deployment Fee and Subscription Fee.
- **Services:** the provision of Equipment and the Interface collectively.
- **Subscription Fee:** the amount Client will either pre-pay for the Initial Term and each Renewal Term with payment due thirty days after the invoice date, or alternatively, finance monthly through Knightscope’s financing administrator, Dimension, as set forth in the Order Form. Monthly billing is administered by Dimension and is subject to a satisfactory credit review as well as an additional agreement to be signed directly with Dimension.
- **Term:** includes the Initial Term and all Renewal Terms
 - **Initial Term:** the period from the Effective Date through the date set forth on the Order Form.
 - **Renewal Term:** unless otherwise specified in the Order Form, this Agreement will automatically renew at the end of the Initial Term for successive additional one-year periods unless either Party provides the other with thirty (30) days’ advance written notice of non-renewal.

2. Delivery and Grant of Rights. Subject to the terms and conditions of this Agreement:

- a. Knightscope agrees to deliver to Client at Client’s premises, and Client agrees to accept delivery from Knightscope of the Equipment set forth in the Order Form. If Client refuses to accept delivery within ten days of Knightscope’s request, payment for the entire Initial Term shall become immediately due and payable.
- b. Client shall have a non-exclusive, nontransferable, right during the Term to use the Equipment and Interface for Client’s internal business purposes only, which may include providing security services to Client’s customers.

3. Restrictions: Client shall not, and shall not permit any third party to:

- a. modify or create any derivative works based on the Equipment or Interface.
- b. sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Equipment or Interface or provide access to the Interface to third parties on a service bureau basis or otherwise.

- c. decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Equipment or Interface.
- d. remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the Equipment or Interface.
- e. add any logos, proprietary marks or other notices or markings on the Equipment or Interface without prior written consent of Knightscope.
- f. use the Equipment or Interface other than as permitted under this Agreement.
- g. use the Services or Knightscope's Confidential Information to develop, have developed, or assist in the development of any product or service competitive with the Services.

4. **Termination:**

- a. **By either Party:** This Agreement may only be terminated by a Party
 - i. upon providing sixty (60) days' advance written notice describing a breach by the other Party of any material term or condition of this Agreement and the other Party failing to fully cure such breach within such sixty (60) days' period; or
 - ii. immediately upon written notice if the other Party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors, or proceedings (whether voluntary or involuntary) are commenced against the other Party under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof; or
- b. **By Knightscope:** This Agreement may be terminated by Knightscope in its sole discretion within thirty (30) days:
 - i. after completion of the site survey if such survey determines that Client's site is not suitable for Knightscope Services, or
 - ii. after receipt of Client's requirements for the site that cannot be met by Knightscope.

In the event this Agreement is terminated by Knightscope for Client's breach, or by Client without cause, Client shall remain liable for all payments that would have been due during the then-current Term under this Agreement had it not been terminated.

- c. **By Client:** In the event this Agreement is terminated by Client
 - i. for Knightscope's breach, Knightscope shall refund to Client a pro-rated portion of any Subscription Fee prepaid by Client to Knightscope for the remainder of the Term.
 - ii. without cause, Client shall remain liable for all payments that would have been due during the then-current Term under this Agreement had it not been terminated
- d. **Upon any termination of the Agreement:**
 - i. all rights and licenses granted by Knightscope to Client shall immediately terminate and Client shall immediately stop using all Services;
 - ii. the following sections of this Agreement shall survive any such expiration or termination: Sections 1-4, 8, 12-14, and 18.

5. **Payment:**

- a. Invoices will be issued to the address noted in the Order Form. Subject to a satisfactory credit review, monthly billing will be administered by Dimension and payments made directly to Dimension on an installment billing schedule. Should Client fail to meet Dimension's credit requirements, Client will submit all payments to Knightscope at the address set forth herein or at such other address that Knightscope may hereafter specify in writing, via wire transfer, or ACH. All invoices are due thirty (30) days from the invoice date, contingent upon a satisfactory credit review. In the event any payment hereunder is more than ten (10) days late, Knightscope may impose and collect interest of 1.50% per month, compounded monthly (18% per annum) or the highest amount allowed under law, whichever is less. Undisputed invoices exceeding 60 days past due may result in the suspension of service.
- b. **Events Requiring Additional Payment:**
 - i. Utilization by Client in excess of the allotted data plan (100 GB per month) will be billed directly to Client as incurred at a minimum rate of \$10 per GB.
 - ii. Client will be billed a minimum of \$1,000 per day for additional deployment routes that require in-person mapping beyond the initial deployment mapping, once Knightscope has completed the site survey.
 - iii. Use of Equipment beyond that agreed to by Client on the Order Form, e.g., an eight-hour shift on the Order Form but Client deploying for more than eight hours. Additional fees will be based on the Order Form pricing.
 - iv. For any changes requested by Client more than 14 calendar days after execution of the Order Form e.g., changes to graphics, Client will be billed a \$500 change fee. Knightscope reserves the right to deploy the Equipment without graphics or without additional deployment routes having been programmed if Client does not inform Knightscope of the above within 14 calendar days of execution of the Order Form.

6. **Interface Hosting And Support:**

a. Knightscope Responsibilities:

- i. host the Interface and provide Client with information sufficient to allow Client to access the Interface through a Web browser and/or mobile application.
- ii. use commercially reasonable efforts to support the Interface and maintain its accessibility for Client and to provide Client with all generally released updates and upgrades to the Interface at no additional charge during the Term.
- iii. provide online technical support 24/7/365 during the Term through the Interface using live chat.

b. Client Responsibilities:

- i. provide at its own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for Client to effectively access the Interface.
- ii. upgrade and configure Client's internal systems (e.g., network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the Interface
- iii. TO ENSURE PROPER TRACKING AND FULFILLMENT OF ALL COMMUNICATIONS RELATED TO THE SERVICES, CLIENT AGREES TO REPORT ALL ISSUES, REQUEST ASSISTANCE WITH THE INTERFACE OR EQUIPMENT, REQUEST TECHNICAL SUPPORT, OR SUGGEST FUTURE FEATURES OR CAPABILITIES USING THE INTERFACE BEFORE CONTACTING A KNIGHTSCOPE REPRESENTATIVE BY OTHER MEANS.

7. Equipment:

- a. **Inspection:** Client shall inspect the Equipment upon delivery to determine whether it is in good and serviceable condition. If the Equipment is not in good and serviceable condition, Client will notify Knightscope in writing within five (5) days of delivery and request redelivery of Equipment, in which case the start of the Term shall automatically be postponed until Knightscope delivers Equipment that is in good and serviceable condition.
- b. **Duty to Secure Equipment:** Once delivered, Client shall keep the Equipment reasonably secure and in good condition and working order (ordinary wear and tear excepted), except for the maintenance and repair that is Knightscope's responsibility as set forth below. Reasonably secure is defined as conditions that would lead a reasonable person to believe that the equipment would not suffer a loss or damage.
- c. **Ongoing Maintenance:** Knightscope will, at its sole expense, provide ongoing maintenance for the Equipment during the Term except with respect to loss or damage to the Equipment caused by:
 - i. Client's negligence; or
 - ii. Client's failure to keep the Equipment reasonably secure.
- d. **Remote and On-Site Maintenance:**
 - i. To the extent practical, Knightscope will attempt to provide maintenance remotely. In the event that Knightscope is unable to rectify an issue remotely, it will dispatch its personnel or agent to Client's location. Client will provide Knightscope with physical access to the Equipment during the Maintenance Period to perform such support and maintenance. Client will also provide a suitable location to perform maintenance and securely store the robot overnight if needed.
 - ii. Client may request After Hours Maintenance in advance for an added fee and considering the following:
 1. After Hours Maintenance may be added/removed on a monthly basis with thirty (30) days advance notice and requires an incremental monthly fee of \$1,500 per deployment site address;
 2. each After Hours Maintenance request will be billed to Client at an hourly rate of \$150 per technician;
 3. Knightscope and its service partners will service the machine subject to parts availability and damage assessment, and will be limited to: trouble shooting features, cleaning sensors, righting the robot after incidents, re-localizing the robot, addressing charging issues, parking the robot, shutting down the robot, addressing weather related concerns and general preventive maintenance (not including repairs);
 4. KSOC maintenance may be requested, and the issue will be triaged to determine if a solution may be applied or if a trouble ticket should be opened and addressed during business hours;
 5. all After Hours Maintenance requests require a 24/7/365 point of contact and site accessibility including, but not limited to, access to any buildings, parking garages, circuit breakers and outlets the machines patrol and utilize.
 - iii. Client agrees that Knightscope may, in lieu of repairing Equipment previously provided and in its sole discretion, replace any such Equipment with replacement Equipment of the same type as is set forth in the Order Form and such replacement Equipment shall be treated as the originally delivered Equipment for all other purposes under this Agreement.
- e. **Equipment Damage:** In the event of Equipment Damage, Client agrees to assist Knightscope to the fullest extent possible with identifying the responsible party and recovering loss or repair expenses.
 - i. In the case of multiple occurrences of Equipment Damage, Knightscope will, after the first occurrence and at its sole expense, repair Equipment to a fully functional state to meet the conditions set forth herein.

- ii. If the Parties are unable to reach a mutually agreeable resolution to minimize Equipment Damage, Knightscope may terminate the Agreement.
 - f. **Cosmetic repairs:** Cosmetic Repairs, including, but not limited to, chips, scratches, paint and graphics will only be made upon recovery of financial losses from the responsible party unless otherwise stipulated in the Order Form. If immediate cosmetic repairs are required by Client, Knightscope will submit a cosmetic repair quote to Client for review and approval prior to beginning any repairs. Upon approval, Knightscope will invoice Client and begin cosmetic repairs once the invoice is paid in full.
8. **Return Of Equipment: Replacement Cost:**
- a. Upon the termination of this Agreement, Client shall surrender the Equipment to Knightscope by delivering the Equipment to Knightscope or Knightscope's agent in good condition and working order, ordinary wear and tear excepted, substantially as it was at the commencement of the Agreement (except for enhancements or other changes which may have been installed by Knightscope, or with Knightscope's knowledge, during the term).
 - b. At any time before Client surrenders the Equipment to Knightscope, if the Equipment is lost or damaged beyond repair due to Client's negligence, intentional misconduct, or failure to keep the Equipment reasonably secure, then:
 - i. In addition to the Subscription Fee, Client shall immediately pay a lump sum to Knightscope equal to two (2) years of Subscription Fees; and
 - ii. Knightscope shall replace the Equipment and the obligations of the Parties under this Agreement shall continue in full force and effect through the remainder of the Term. For the avoidance of doubt, Client is only responsible for such replacement costs if the loss or damage results from Client's negligence, intentional misconduct, or failure to keep the Equipment reasonably secure.
9. **No Encumbrances:** Client shall keep the Equipment free and clear of any liens or other encumbrances and shall not permit any act where Knightscope's title or rights in or to the Equipment may be adversely affected. Client shall be responsible for complying with and conforming to all laws and regulations relating to its possession or use of the Equipment.
10. **Representations and Warranties:**
- a. **Knightscope:**
 - i. it has all necessary rights to provide the Services in accordance with this Agreement;
 - ii. it will comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances in the performance of its obligations hereunder;
 - iii. the Equipment and the Interface will conform in all material respects with the specifications set forth in this Agreement; and
 - iv. the maintenance and repair services provided by Knightscope hereunder will be performed on a professional basis and in a workmanlike manner.
 - b. **Client:**
 - i. it will comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances in its utilization of the Services and the performance of its obligations hereunder; and
 - ii. it will use and keep the Equipment in a careful and proper manner and will comply with all Knightscope instructions regarding the use, maintenance, and storage thereof;
 - iii. it shall supply its own electricity to sufficiently power the Equipment during the Term of the Agreement.
11. **Warranty Disclaimer:**
- a. Except for the express limited warranty set forth above, Knightscope makes no warranties, express, implied, statutory or otherwise, and specifically disclaims, on its own behalf on and behalf of its suppliers and licensors, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
 - b. Knightscope does not warrant that the Services will meet Client's requirements or that the use thereof will be uninterrupted or error free.
12. **Limitation Of Liability:**
- a. In no event shall either Party be liable hereunder to the other Party for indirect, incidental, special or other consequential damages, including without limitation damages for loss of profits or use or loss of data incurred by the other Party or any third party, arising out of or related to this agreement, whether in an action in contract, tort, or otherwise, even if the other Party has been advised of the possibility of such damages.
 - b. In no event shall either Party's aggregate liability arising out of or related to this Agreement, regardless of whether any action is based on contract, tort or otherwise, exceed the aggregate amounts paid or payable by either Party hereunder. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this agreement.
 - c. Notwithstanding the foregoing, the limitations of damages provided for in this Section shall not apply with respect to the Parties' obligations under Sections 3, 10, 13, and 18.

13. **Confidentiality:** “Confidential Information” means any and all information disclosed by either Party to the other that is in written, graphic, machine-readable, or other tangible form and is marked “Confidential” or “Proprietary” or in some other manner to indicate its confidential nature. Confidential Information may also include oral disclosures provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the disclosing Party within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving Party. The receiving Party agrees:

- to use the disclosing Party’s Confidential Information solely in accordance with the provisions of this Agreement;
- not to disclose, or permit to be disclosed, either directly or indirectly, the disclosing Party’s Confidential Information to any third party without the disclosing Party’s prior written consent.

The receiving Party shall safeguard the disclosing Party’s Confidential Information using the same measures it uses to protect its own Confidential Information, but in no event shall either Party use less than reasonable care in safeguarding the Confidential Information of the other Party. Notwithstanding the foregoing, Confidential Information shall not include information that is:

- publicly available through no fault of the receiving Party;
- rightfully obtained from third parties not under confidentiality restrictions;
- already known by the receiving Party at the time of disclosure by the disclosing Party, or
- independently developed by the receiving Party without use or reference to the disclosing Party’s Confidential Information.

The receiving Party may disclose the disclosing Party’s Confidential Information as may be required by law, a court order, or a governmental agency with jurisdiction, provided that before making such a disclosure, the receiving Party will first notify the disclosing Party to give the disclosing Party an opportunity to limit such disclosure or seek a protective order. Upon the disclosing Party’s written request, or upon expiration or termination of this Agreement, the receiving Party shall return to the disclosing Party all originals and all reproductions and copies of all Confidential Information of the disclosing Party, and delete all Confidential Information from its electronic records and shall certify to the disclosing Party that it has done so, in a writing signed by an officer of the receiving party; notwithstanding the foregoing, the receiving Party may retain a copy of those records necessary to establish rights of payment, or which must be retained to satisfy reporting or legal obligations, provided that such archival copy is kept confidential until destroyed. If either Party breaches or threatens to breach the provisions of this Section 14, each Party agrees that the nonbreaching Party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

14. **Data:**

a. **Content Data:**

- i. Client shall solely own all rights, title and interest in or to the Content Data.
- ii. Knightscope may use the Content Data solely to provide the Services to Client and to debug, improve and enhance the Services or to assist the Client in forensics analysis if requested to do so by the Client.
- iii. All Content Data shall be available to Client for download through the Interface for a period of thirty (30) days from the date such Content Data was recorded. Unless otherwise agreed between the Parties in writing or as set forth in the Order Form, Knightscope shall have no further obligation to maintain any Content Data in its databases or forward it to Client or any third party and may, in its sole discretion, irrevocably delete any Content Data from its databases following a period of two (2) weeks from the date such Content Data was recorded.
- iv. Upon any termination of this Agreement, all Content Data may be irrevocably deleted by Knightscope, and Client is solely responsible for downloading copies thereof before the termination or expiration hereof; provided, however, that Knightscope may retain and make certain Content Data available to Client after the termination of this Agreement upon the Parties’ agreement for a retention fee with respect thereto.

b. **Machine Data:**

- i. Knightscope shall solely own all rights, title and interest in or to all Machine Data.
- ii. No such Machine Data will be accessible or provided to Client.

15. **Ownership:**

- a. The Equipment is loaned, and the Interface is licensed to Client, and neither the Equipment nor the Interface are sold. The Equipment and Interface are and shall at all times remain the exclusive property of Knightscope, even if installed or attached to real property by Client.
- b. Except as expressly provided herein, no rights (express or implied) are provided to Client with respect to the Equipment or Interface, and Knightscope shall retain all right, title, and interest in and to the Equipment and Interface, including all intellectual property rights therein.

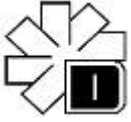
16. **Likeness of Equipment:**

- a. Client grants Knightscope all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the Likeness of the Equipment.
 - b. The Likeness may be copyrighted, used and/or published individually or in conjunction with other photography or video works, and in any medium (including without limitation, print publications, public broadcast and/or social media) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.
 - c. Client waives any right to inspect or approve Knightscope's use of the Likeness, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Likeness.
 - d. Knightscope represents and warrants that it will not disclose any Confidential Information or provide details related to Client's use of Equipment with the Likeness. Client releases Knightscope from all claims for infringement of copyright, right of publicity or any other claim related to the Likeness.
17. **Joint Marketing.** The Parties will cooperate to identify and carry out joint marketing activities in support of Knightscope Services through the Term, including:
- a. advertising and promoting the Knightscope Services in marketing and sales programs, such as trade shows, and support and participation of recorded seminars;
 - b. issuing a joint press release within thirty (30) days after the Effective Date or as mutually agreed;
 - c. Client's participation in Knightscope's lead generation and client referral programs to identify and pursue additional opportunities to similarly situated Clients through the Term enabling Client to receive consideration in accordance with the terms therein;
 - d. social media activities including Client testimonials and participation in recorded seminars;
 - e. development of a logo and trademark usage branding campaign on the Knightscope Equipment mutually beneficial to the Parties.
18. **Indemnification:**
- a. Mutual Indemnification: Each Party shall indemnify and hold the other Party and its officers, directors, employees, and agents, harmless from any loss, damages, fines, penalties and costs (including, but not limited to, attorneys fees) arising out of any third-party claims, actions or suits to the extent arising out of or resulting from:
 - i. personal injury (including death) and property damage directly caused by the indemnifying Party or its personnel;
 - ii. gross negligence or willful misconduct of the indemnifying Party or its personnel;
 - iii. failure of the indemnifying Party to comply with any applicable law or regulation.
 - b. Knightscope Indemnification: Knightscope shall indemnify and hold Client harmless from any loss, damages, fines, penalties and costs (including, but not limited to, attorneys fees) arising out of claims:
 - i. for Client's nonpayment to Dimension if and only if the Client's nonpayment is the result of Knightscope Equipment or Services performance issues as evidenced by written notice from Client to Dimension.
 - ii. that the Services infringe, violate or misappropriate the intellectual property rights of a third party. Knightscope's duty to indemnify shall not apply to the extent that any alleged infringement is based upon any modification of the Equipment or Interface not made by Knightscope; or use of the Equipment or Interface in combination with any products or services of Client or a third party.
 - c. The indemnifying Party's obligations under this Section 19 are subject to the indemnified Party providing the indemnifying Party with
 - i. prompt written notice of such claim;
 - ii. control over the defense of such claim; and
 - iii. proper and full information and assistance to settle and/or defend any such claim.
 - d. The provisions of this Section state the sole and exclusive liability of Knightscope, and the sole and exclusive remedy of any indemnified Party, with respect to any actual or alleged claim of infringement or misappropriation of any intellectual property rights.
19. **Feedback:** Knightscope shall own all Feedback. Knightscope may freely use and exploit all Feedback without any restrictions, including for purposes of improving and enhancing the Services.
20. **Severability:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
21. **Assignment:** Neither this Agreement nor any rights hereunder may be assigned by either Party to a third party, except with the other Party's prior, written consent. Notwithstanding the foregoing, Knightscope may freely assign this Agreement without obtaining the Client's consent in connection with any reorganization, reincorporation,

consolidation, merger, acquisition, change of control, or sale of all or substantially all of its assets related to this Agreement, or to a parent, affiliate, or subsidiary. Any assignment by Client as a result of consolidation, merger, or acquisition, without the prior written consent of Knightscope shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

22. **Governing Law:** This Agreement is governed by the laws of the State of California. Venue and jurisdiction of any lawsuit involving this Agreement exists exclusively in the state and federal courts in Santa Clara County, California, unless either Party seeks injunctive relief that, in that Party's reasonable and good faith judgment, would not be effective unless obtained in some other venue. The prevailing Party in any lawsuit arising from or relating to this Agreement is entitled to recover its costs, including reasonable attorney fees.
 23. **Notice:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the applicable Party's address set forth in the applicable Order Form and will be effective upon receipt or when delivery is refused.
 24. **Force Majeure:** In no event shall Knightscope be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, a Force Majeure event. Knightscope shall use reasonable efforts to resume performance as soon as both Parties agree that it is safe and practical to do so.
 25. **Entire Agreement:** This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior understanding or representation of any kind with respect to such subject matter preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified in writing signed by both Knightscope and Client.
 26. **Waiver:** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of any fees hereunder by Knightscope does not waive Knightscope's right to enforce any provisions of this Agreement.
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**Exhibit A
MONTHLY BILLING AGREEMENT**



Dimension Funding,
LLC
6 Hughes, Suite 220
Irvine, CA 92618

**RE: Knightscope MaaS
AGREEMENT**

DATE

Dimension Funding, LLC, (“Dimension”) has received a request from Knightscope (“Supplier”) to provide monthly payment financing to Knightscope’s Client: _____. The Monthly Billing Agreement (the “Agreement”) will commence simultaneously with the Term on the Order Form and the Client must begin making payments to Dimension in accordance with the MaaS Subscription Agreement. Prior to delivery of the Equipment, and for adequate and valuable consideration for Dimension to finance the funds required under the MaaS Subscription Agreement, Client unconditionally agrees to the following:

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

I (we) hereby authorize **Dimension Funding, LLC, its designees, successors, or assigns**, herein after called COMPANY, to initiate debit entries to my (our) Checking Account indicated below any and all sums due in connection with the Agreement. The undersigned authorizes the debit of regular monthly payments as well as debit entries for charges where the amount and time frame vary, including, but not limited to insurance, tax, NSF and late fee payments. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

Depository Name: _____ Branch: _____
City: _____ State: _____ Zip: _____
Routing #: _____ Account # _____

This authorization is to remain in full force and effect until **Dimension Funding, LLC or its designees, successors, or assigns** have received written notification from me (or either of us) of its termination in such time and in such manner as to afford **Dimension Funding, LLC or its designees, successors, or assigns** a reasonable opportunity to act on it.

By: **X** _____ Date: _____

Please attach a copy of a voided check

CLIENT INFORMATION

FULL LEGAL NAME OF CLIENT DBA

STREET ADDRESS

CITY

STATE

ZIP

PHONE: _____

FED TAX ID: _____

BILLING NAME (IF DIFFERENT FROM ABOVE)

EQUIPMENT LOCATION

STREET ADDRESS

CITY

STATE

ZIP

PHONE: _____

EQUIPMENT DESCRIPTION

QUANTITY ITEM DESCRIPTION/MODEL NO. SERIAL

TERMS

Term in months:

Payments of \$ (Plus applicable taxes)

Payment Period is Monthly Unless Otherwise Indicated

Advance Payments \$0.00 Received

Monthly Billing Terms & Conditions

- 1. AGREEMENT:** You agree to pay US for the property described under "ITEM DESCRIPTION" and as modified by supplements to this Agreement from time to time signed by you and US (such property and any upgrades, replacements, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of OUR agreement regarding the Equipment and supersede any prior agreement between us (whether oral or in writing), purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by US. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. Monthly MaaS ACH Payment Information and Requirements:** Client will attach a voided check. The company name on the check must match Client's name in the MaaS Subscription Agreement or other agreement between YOU and Supplier. A legible copy of the current driver's license of the Signer is required.

3. **Taxes:** THE BASE PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD TO COMPLY WITH THE TAX LAWS OF THE STATE IN WHICH THE EQUIPMENT IS LOCATED AND IT MAY BE ADJUSTED UPWARD OR DOWNWARD UP TO 10% TO ACCOMMODATE CHANGES IN EQUIPMENT COST. Equipment located in various states is subject to sales tax laws which require that tax be paid up front. You authorize US to advance tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly payment shown above. You authorize US to insert or correct missing information on this agreement including your proper legal name, address, serial numbers and any other numbers describing the Equipment.
4. **SUBSCRIPTION FEES:** Subscription Fees will be payable in installments, each in the amount of the base payment shown plus any applicable sales tax, use tax, or property tax. WE will have the right to apply all sums, received from you to any amounts due and owed to US under the terms of this Agreement. In the event this Agreement is not commenced, the security deposit will be retained by US to compensate US for OUR documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed. Subscription Fees not paid within ten days of their due date will incur a late charge of 1.5% per month.
5. **OWNERSHIP OF EQUIPMENT:** Supplier is the sole owner of the Equipment and has sole title to the Equipment and software, subject to OUR security interest described in Section 12. You agree to keep the Equipment free and clear of all liens and claims and to use it strictly in accordance with and subject to the Supplier's terms and conditions set forth here:
and here
6. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. **YOU HEREBY AGREE THAT YOU WILL CONTINUE TO MAKE ALL PAYMENTS REQUIRED UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT YOU MAY AGAINST SUPPLIER, IRRESPECTIVE OF THE NATURE OF SUCH CLAIM OR COMPLAINT.** Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) WE have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate MaaS Subscription Agreement with Supplier and WE are not a party to and have no responsibilities to you whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.
7. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless WE agree to it.
8. **LOSS OR DAMAGE:** You are responsible for the loss or destruction of, or damage to, the Equipment, but only if we reasonably determine that such loss, damage or destruction was due to your negligence, intentional misconduct, or failure to keep the Equipment reasonably secure. You agree to keep the Equipment reasonably secure and in good condition and working order (ordinary wear and tear excepted), except for the maintenance and repair that is Supplier's responsibility. "Reasonably" secure is defined as conditions that would lead a reasonable person to believe that the Equipment would not suffer a loss or damage. Supplier will, at no expense to you, provide ongoing maintenance for the Equipment during the Term except with respect to loss or damage to the Equipment caused by your negligence, intentional misconduct or failure to keep the Equipment reasonably secure. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify US in writing of any loss or damage and you will then pay to US the total of all unpaid payments for the full agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to US and credited, at OUR option, against any loss or damage.
9. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the Equipment fully insured against loss with US as loss payee in an amount not less than the replacement cost until this Agreement is terminated, in the event that the Equipment is lost, damaged or destroyed due to your negligence, intentional misconduct, or failure to keep the Equipment reasonably secure, You also agree to obtain a commercial general liability insurance policy from anyone who is acceptable to US and to include US as an additional named insured on the policy to satisfy your indemnification obligations to US under this Agreement. You agree to provide US certificates or other evidence of insurance acceptable to US, before this Agreement begins. As long as you are current on all your

obligations under this Agreement at the time of the loss (excluding losses resulting from intentional acts), the remaining balance owed on the Agreement will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY TO MAINTAIN LIABILITY INSURANCE COVERAGE WITH RESPECT TO YOUR USE OR POSSESSION OF THE EQUIPMENT.

10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** You understand that WE, without prior notice, have the right to assign this Agreement to a financing source for financing purposes without your consent to such assignment. You understand that OUR assignee will have the same rights and benefits, but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against US.
11. **DEFAULT AND REMEDIES:** If you do not pay any payment or other sum due to US or other party when due or if you break any of your promises in the Agreement or any other Agreement with US, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, WE may retain your security deposit and at OUR option, WE can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents OUR anticipated residual value in the equipment; (3) and return the equipment to US to a location designated by US. WE may recover interest on any unpaid balance at the rate of 8% per annum. WE may also use any of the remedies available to US under Article 2A of the Uniform Commercial Code as enacted in the State of CALIFORNIA or any other law. If WE refer this Agreement to an attorney for collection, you agree to pay OUR reasonable attorney's fees and actual court costs. If WE have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe US under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce OUR rights under this Agreement does not prevent US from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement, and you waive Client's rights under Article 2A (508-522) of the UCC.
12. **INDEMNITY: WAIVER AND RELEASE: WE ARE NOT RESPONSIBLE FOR ANY LOSS OR INJURIES CAUSED BY THE INSTALLATION OR USE OF the Equipment.** You agree to hold US harmless and reimburse US for loss and to defend US against any claim for losses or injury caused by the Equipment. **You further agree and acknowledge that, since WE are only acting as the finance company with respect to the Equipment, the Supplier is solely responsible for any and all claims you may have regarding the condition, operation, functionality or features of the Equipment and you therefore waive and release US from any and all such claims to the fullest extent permitted by law.**
13. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If WE pay any of the above for you, you agree to reimburse US and to pay US a processing fee for each payment WE make on your behalf. In addition, you also agree to pay US any filing fees prescribed by the Uniform Commercial Code or other law and reimburse US for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay US an origination fee in an amount up to \$500 on the date the first payment is due. You also acknowledge that in addition to the payments, WE may assess, and you may be required to pay additional taxes and/or fees.
14. **UCC FILINGS:** You grant US a security interest in the equipment if this agreement is deemed a secured transaction and you authorize US to record a UCC-1 financing statement or similar instrument, in order to show OUR interest in the Equipment.
15. **ADVANCE PAYMENTS:** The advance payments are payable upon execution of this Agreement and are used to secure your performance under this Agreement and will be applied to the term.
16. **SEVERABILITY:** Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.
17. **GOVERNING LAW AND VENUE:** This Agreement shall be deemed fully executed and performed in the State of California This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and, if permitted by applicable law, waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of forum non conveniens.

AUTHORIZATION TO COMMENCE AGREEMENT

PRE-FUNDING ACCEPTANCE AGREEMENT AND AUTHORIZATION TO COMMENCE AGREEMENT DATED _____ the "Acceptance Agreement").

Client's signature authorizes Dimension Funding, LLC to verify with a representative of Client the Equipment description, including serial numbers and the schedule of payments required under the Agreement. **Client understands and voluntarily agrees to the conditions set forth in this Acceptance Agreement.**

An electronic version of this Acceptance Agreement with electronic signatures thereon shall be considered as valid, authentic and legally binding as an original version for all purposes and shall be admissible in court as final and conclusive evidence of this Acceptance Agreement.

CLIENT:

BY: 

Date: _____