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UNDER ARMOUR, INC. AND BERKSHIRE GREY, INC.**MASTER SYSTEM PURCHASE AGREEMENT**

This Master System Purchase Agreement (the “Agreement”) is entered into by and between **BERKSHIRE GREY, INC.**, a Delaware corporation located at 140 South Road, Bedford, MA 01730 (“Supplier”) and **UNDER ARMOUR, INC.**, a Maryland corporation located at 1020 Hull Street, Baltimore, Maryland 21230 (“Under Armour”).

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Under Armour and Supplier agree as follows:

1. Scope; Products and Services; Non-Exclusivity.

(a) This Agreement shall govern the purchase and sale of certain products and provision of related services to Under Armour, together with its Affiliates (as defined herein), from Supplier. Pursuant to Orders (as defined below), Supplier shall (a) supply its robotic systems (“BG Systems”), including all materials and parts required for a BG System as set forth in an Order (the “Equipment”), licensed software installed on, or used in connection with the operation of, the BG System, including any updates, upgrades, or improvements to such software (“Software”), related user manuals or other documentation (“Documentation”), and/or any other deliverables of any type, nature, or description (collectively, “Deliverables”) for Under Armour (collectively, “Products”) and (b) provide certain design, configuration, installation and support services related to the Products (collectively, the “Services”, and together the Services and the Products are the “Work”) to Under Armour.

(b) The specific Products and scope of Services to be performed shall be mutually agreed to on an individual statement of work or work order, executed by the parties or as otherwise as mutually agreed by the parties (each, an “Order”). The Terms and Conditions of this Agreement shall govern all Orders that reference this Agreement. Notwithstanding the foregoing, the Orders may contain supplemental terms and conditions governing the sale of Products and/or Services, including without limitation, payment, shipment and delivery terms. In the event of a conflict between the terms and conditions of an Order and the Terms and Conditions of this Agreement, the terms and conditions of the Order shall control. Each party agrees that the performance of any of its obligations under this Agreement does not put such party in breach of any other agreement it has with a third party. Under Armour may purchase similar products and/or services from manufacturers or suppliers other than Supplier. Supplier may sell similar products and/or services to customers other than Under Armour.

(c) The price specified in an Order (the “Contract Price”) may only be adjusted for extra Work or reduction to the Work by either: (1) a written change order on a form mutually executed (“Change Order”); or (2) for installation and deployment projects where changes in the Work are needed as a result of safety concerns or changes in applicable law, a written construction change directive issued by Under Armour (“Change Directive”) directing the performance of Work that is in dispute or directing the performance of extra Work within the general scope of the applicable Order or accelerated Work in advance of complete agreement on the terms for adjustment of the Contract Price or the schedule for the Work. Under no circumstances is Supplier entitled to payment of additional compensation for extra or accelerated Work that is required due to Contractor’s failure to comply with the Agreement or the terms of an Order. Upon receipt of a Change Directive, Supplier shall, in accordance with the Change Directive, furnish to Under Armour a statement setting forth in detail, with a suitable breakdown consistent with the breakdown for the Work in the applicable Order, Supplier’s charges attributable to the changes set forth in the Change Directive, and any needed adjustment to the schedule for the Work, if any, resulting from the Change Directive and any other proposed adjustments of time and charges related to unchanged Work resulting from the Change Directive. The charges for the Change Directive will be prepared on the same basis as the charges in the Order to which the Change Directive applies (i.e., fixed price or time and materials). If Under Armour approves in writing such charges by Supplier and any schedule changes for the Work, the Change Directive and such charges and schedule adjustments shall constitute agreed changes in the Work, and the Contract Price and the dates in the project schedule shall be adjusted accordingly. If Under Armour and Supplier cannot agree as to the charges for the Change

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Directive or the schedule adjustments, Under Armour shall have the right to direct Supplier to proceed to implement the Change Directive, and any issues related to charges and schedule that was not agreed to by Under Armour shall be promptly escalated for resolution using the escalation process in Exhibit A. If that resolution process cannot resolve the issues regarding charges and schedule, the parties will engage a mutually agreeable expert to resolve the parties' differences regarding reasonable pricing and schedule for the Work base on the Change Directive.

2. Under Armour Affiliates and Supplier affiliates. Under Armour shall have the right to delegate and/or assign all or some of its rights, duties and/or obligations under this Agreement, including without limitation ordering, purchase and payment for Products and/or Services, to an entity that controls (owning more than 50% of the voting shares), is controlled by or is under common control ("Affiliate") with Under Armour; provided that any non-controlled or foreign Affiliate shall be required to enter into a participation agreement to purchase Products and Services under this Agreement. Under Armour assumes full responsibility for its Affiliates' performance of such duties and obligations under this Agreement and, in the event that its Affiliates default in the performance of any such delegated and/or assigned duties and obligations, then such default shall be deemed a breach by Under Armour under this Agreement. Upon Under Armour's reasonable request, Orders shall be in the name of and executed by the appropriate Supplier Affiliate to reflect local provision of and payment for services. For purposes of this Agreement, references to "Supplier" shall be deemed to include the Affiliate (if any) to whom Supplier's duties and obligations hereunder have been delegated pursuant to an applicable Order. Without limiting the foregoing, Supplier shall reasonably cooperate with Under Armour to limit the necessity of withholding taxes on amounts payable under this Agreement or any Order as a result of payments to foreign entities. In no event will Supplier's reasonable cooperation require Supplier to establish any Affiliate or take steps that would increase Supplier's taxes or costs of delivery.

3. Relationship Between the Parties; Personnel. The status of Supplier and its employees shall be that of independent contractor and Supplier does not undertake to perform any of Under Armour's regulatory obligations or assume any responsibility for Under Armour's business or operations. Under Armour is responsible for its use of Supplier Products and Services. Each party is responsible for determining the assignment of its and its Affiliates' personnel, and their respective contractors, and for their direction, control, and compensation. No such Supplier personnel shall, at any time or for any purpose, be deemed employees or agents of Under Armour and thus, Under Armour shall not withhold personnel-related taxes or other amounts arising from the engagement or employment of personnel by Supplier from any sum paid to Supplier under this Agreement. Supplier is not eligible for and may not participate in any health or other benefit plans offered by Under Armour to its employees.

4. Purchase Orders; Confirmations.

(a) If called for in an Order, Under Armour or an Under Armour Affiliate, as applicable, will submit a Purchase Order to Supplier which shall be valid once Supplier confirms the Purchase Order in writing (the "PO Confirmation"). The PO Confirmation will confirm that the information included in the Order referenced by the PO is accurate, including (i) the Product and/or Services prices at the time of the PO, (ii) the quantity and specifications of Products and/or scope of Services ordered, and (iii) any other costs or charges. Customs, duties, or taxes incurred by Supplier in connection with shipping of the Products shall be charged to Under Armour at cost. Any additional or conflicting terms contained in Under Armour POs or other documents attached to PO or other materials delivered to Supplier in connection with this Agreement are expressly rejected. Any additional or conflicting terms contained in Supplier proposals or other documents attached to any PO Confirmation or other materials delivered to Under Armour in connection with this Agreement are expressly rejected.

(b) Each party will notify the other party in writing within thirty (30) days of the occurrence of any alleged payment disputes. If Under Armour disputes an invoice and notifies Supplier, Supplier will promptly review Under Armour's Orders and Supplier's records, and if such review reveals that Supplier has improperly invoiced Under Armour, Supplier will promptly correct any incorrect invoice and reimburse Under Armour the amount of any overpayment.

5. Invoicing; Payment. Supplier will issue an invoice to Under Armour or to an Under Armour Affiliate, as applicable, for amounts duly owed hereunder. Upon reasonable request by Under Armour, Supplier will re-issue any invoice in the name of an Under Armour Affiliate and/or split any invoice between Under Armour and one or more Under Armour Affiliates to reflect local purchases of Products and Services. To the extent any invoice is issued to an Under Armour Affiliate, such invoice shall be issued by the appropriate Supplier Affiliate in local currency to reflect local provision of

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Products and/or Services. Unless specified, charges specified in an Order do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “Taxes”). Under Armour is responsible for paying all Taxes associated with purchases hereunder. Under Armour shall provide to Supplier any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability. All invoices shall include a reference to the applicable Order document and the Under Armour issued PO number as applicable and be itemized and shall substantiate all charges therein set forth in accordance with the Order or the PO (if applicable). Under Armour or an Under Armour Affiliate, as applicable, will issue payment on all undisputed invoices, including any Taxes and late fees, within forty-five (45) days of the date Supplier’s invoice is submitted per Under Armour’s payment instructions which will include proper digital transmission of the invoice and inclusion of the correct purchase order number on the invoice. If Under Armour fails to pay any portion of any undisputed invoices, following notice and 15 days to cure, Supplier may cease further performance under the applicable Orders, and any resulting delay caused thereby shall be deemed an excused delay and Supplier shall incur no liability of any kind in connection therewith. Except as agreed, Supplier does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

6. Confidential Information.

(a) “Confidential Information” means all data, information, communications and materials, whether in a written, oral, electronic or visual format, which the disclosing party (“Disclosing Party”) designates, either verbally or in writing, to the receiving party (“Receiving Party”) as being confidential or which, given its character or the circumstances surrounding its disclosure would generally be understood to be confidential. Confidential Information includes but is not limited to, software applications, programs, platforms, source and object code and any derivatives or components thereof, product end user data, aggregate or anonymized samples of product end user data, technical and other drawings, algorithms, inventions (whether patentable or not), construction documents, schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information, presentation materials, reports, research, ideas, works of authorship, know-how, formulas, processes, business and/or product distribution plans or roadmaps, customer lists, employee lists, contractor/vendor lists, product pricing information, rate cards, financial, costing and sales information, product samples, styles and designs, trade secrets, production and sourcing data and any proprietary information observed or disclosed during a company tour or visit. Confidential Information excludes “Supplier Processed Data,” which is data and information that Supplier compiles, sorts, integrates, normalizes, analyzes, maps, stores, processes, and aggregates and combines with other data, and which consists of (i) commodity information pertaining to common, general merchandise products and other items that are manipulated by a BG System, (ii) Supplier system-generated data derived from BG System sensors, (iii) data otherwise related to the physical operation of the BG Systems, and (iv) copies of product attribute information (e.g., shapes, dimensions, weights, SKUs, images of items to ascertain optimal picking surfaces) that are collected during operation of the BG Systems. Receiving Party agrees to preserve and protect the confidentiality of the Disclosing Party’s Confidential Information, whether disclosed before this Agreement is signed or afterward, with the same degree of care it takes to protect its own Confidential Information, but no less than a reasonable degree of care. Each party agrees that it will not (i) use the Confidential Information for any purpose other than as specifically required to fulfill its obligations or exercise its specific rights under this Agreement, and (ii) disclose the Confidential Information to parties other than its employees, agents and independent contractors (collectively “Representatives”) that need to know such Confidential Information in connection with Supplier’s provision of, or Under Armour’s receipt of, Products and Services under this Agreement, and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement. Each party shall be responsible for any breach of this Agreement by its Representatives.

(b) The foregoing obligations of confidentiality shall not apply to any information which (i) has become part of the public domain without any breach of this Agreement by the Receiving Party, (ii) is lawfully known by or in the possession of the Receiving Party prior to its receipt from the Disclosing Party without obligations of confidentiality, (iii) becomes rightfully known to Receiving Party without a confidentiality restriction from a source other than the Disclosing Party, or (iv) independently developed by the Receiving Party without the use of any of the Disclosing Party’s Confidential Information. Nothing herein shall prevent the Receiving Party from disclosing the Disclosing Party’s Confidential Information as necessary pursuant to a valid court order or subpoena issued by a court of competent jurisdiction or, as required by the Securities and Exchange Commission or any stock exchange, provided that the Receiving Party gives the

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Disclosing Party immediate notice of such order or subpoena (as permitted by law) and exercises its reasonable best efforts, if requested by the Disclosing Party, to assist the Disclosing Party in obtaining an appropriate protective order.

(c) Except as provided under this Agreement, neither party shall have any right to utilize (i) the Confidential Information received hereunder; or (ii) any patent, trademark or copyright owned or controlled by the Disclosing Party, or any license under any such patent, trademark or copyright, or any patent, trademark or copyright hereafter owned or controlled by the Disclosing Party. Except as agreed, transmission of Confidential Information shall not constitute any representation, warranty, assurance, guaranty, or inducement by either party to the other with respect to infringement of any patent or any proprietary rights of others. Except as provided under this Agreement, Disclosing Party shall not be liable for damages arising from Receiving Party's permitted use of or reliance on information disclosed hereunder.

(d) Promptly after request, or upon the termination or expiration of this Agreement, each party shall return to the other party or destroy (by rendering unreadable and unusable) all Confidential Information of the other party.

(e) The Products and Services do not require or involve the processing or use of Personal Information. "Personal Information" means information which alone or in combination with other information can identify or reasonably be associated with a specific individual, device and/or household. Neither party shall provide, make available, transmit or otherwise disclose to the other any Personal Information unless agreed in writing.

7. Use of Trademarks; Trademark Protection.

(a) For purposes of this Agreement, "Trademarks" means any trademark, trade name, service mark, trade dress, brand name, design, slogan, or logo, whether registered, unregistered, used with goods or services, or any registration thereof or application therefore (including the goodwill associated therewith).

(b) Except as may be agreed in writing, neither party provides the other party any right or license to use, promote, advertise, display or otherwise commercialize the Trademarks or any material utilizing or reproducing the Trademarks in any manner. Without limiting the foregoing, Supplier shall not manufacture or cause the manufacture of any products or materials bearing any unauthorized reproductions, counterfeits, copies and/or colorable imitations of the Trademarks or any marks confusingly similar thereto, either individually or in conjunction with other words, marks, or designs. Except as may be agreed in writing, neither party is providing any right or license to make any reference in its business materials, advertising or in any of its business activities to the fact that Supplier is being contracted by Under Armour to deliver the Products or perform the Services.

8. Title; Software; Ownership of Intellectual Property.

(a) Supplier shall sell to Under Armour, and Under Armour shall purchase, the Equipment identified in the Order. Title and ownership of the Equipment shall pass to Under Armour upon delivery of the Equipment to the carrier, free and clear of any liens and encumbrances but subject to Under Armour's payment obligations and the terms of this Agreement.

(b) No Software is being sold hereunder. All Software is licensed as set forth in this Agreement and all ownership rights therein are and shall at all times remain solely with Supplier.

(c) Subject to the terms and conditions set forth in this Agreement, Supplier hereby grants Under Armour a perpetual, nonexclusive, revocable (as set forth below), nonassignable and nontransferable, right and license to: (i) use the Software for Under Armour's internal business purposes solely in object code and solely as necessary for Under Armour to operate the Equipment as installed at its facility and in accordance with this Agreement; and (ii) use, copy, and reproduce the Documentation as necessary to support Under Armour's use of the Equipment as installed at its facility identified in the Order and as set forth in this Agreement (collectively, the "Software License"). Supplier shall be entitled to revoke the foregoing license by advanced written notice to Under Armour in the event Under Armour breaches this Agreement, subject to any applicable cure periods set forth in this Agreement.

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(d) Under Armour shall not, and shall not permit any third party to, use or access the Software, or Documentation, except as expressly provided under this Agreement. The Software License does not permit, and this Agreement and the Software License hereby expressly prohibit: (i) any modification or enhancement of Software, or combination of the Software with other programs (other than the Under Armour systems needed operate the Equipment and in accordance with the Documentation); (ii) any distribution of the Software or Documentation; (iii) the development or manufacturing of any software, equipment, service or product using or based on the Software or Documentation; (iv) reverse engineering, decompiling, decoding, creation of derivative works of, or disassembling the Software, or in any other way attempting to derive, obtain, reconstruct or gain access to the source code; (v) removal or obscuring of any proprietary notices, legends, labels, or logos; (vi) encumbering the Software or Documentation, or permitting any Software or Documentation to become subject to any lien or security interest; or (vii) allowing or assisting any person in taking any of the foregoing actions or committing in any way to take any such action.

(e) Under Armour may not copy, sublicense, sell, rent, lease, lend, provide a service bureau or timeshare services, transfer, transmit, commercialize, for sale or use by third parties, or otherwise distribute the Software or Documentation. Notwithstanding the foregoing, Under Armour may provide access to the Software and Documentation to a subcontractor acting on Under Armour's behalf and solely for the operation of the BG System for the benefit of Under Armour; provided (i) such subcontractor is contractually bound to all restrictions herein; and (ii) any act or omission of such subcontractor shall be deemed an act or omission of Under Armour.

(f) Subject to any licenses provided to Under Armour, Supplier shall own all intellectual property rights in and to the Products and Services, including any updates, upgrades, improvements, enhancements, customizations, or derivative works thereof. Any Under Armour suggestions, ideas, recommendations, or feedback regarding the Products or Services ("Feedback") are assigned irrevocably to Supplier, for no additional consideration, including Under Armour's entire right, title, and interest in and to such Feedback throughout the world, including the right to sue for all past, present, and future infringements. Under Armour hereby irrevocably waives any "moral rights" it may have in any Feedback.

(g) The Products and Services may include Equipment layout designs and other renderings of solutions using BG Systems as configured for Under Armour ("Renderings"). Under Armour shall own the physical copies of the Renderings; however, all ownership of the intellectual property rights embodied in such Renderings, including any patentable subject matter and copyrights, shall remain with Supplier. Under Armour may retain and create copies of the Renderings for its own internal business purposes, except for Under Armour retained consultants and vendors, the Renderings may not be shared, modified, publicly displayed, or distributed without Supplier's prior written permission.

(h) This Agreement does not contemplate any joint development or joint ownership of any work product, deliverables, or intellectual property. Creation or development of any items to be owned by or licensed to Under Armour, requires a separate written agreement. All rights in and to any intellectual property not otherwise granted by one party to the other under this Section 8 are hereby reserved.

9. Warranties.

(a) Supplier warrants that Services will be performed using commercially reasonable care and skill in accordance with the applicable Order, and, for one year after Final Acceptance, the BG Systems and Software will comply with the Applicable Specifications (as defined below) in all material respects and be free from material defects. If Supplier becomes aware of a failure to comply with this warranty for any Equipment or Software provided hereunder, Supplier shall (as the sole and exclusive remedy) replace or fix any defective Equipment (including parts and materials) at no charge, and address any defects in the Software in accordance with Supplier's System Support and Maintenance Program as detailed in each Order. "Applicable Specifications" means the details, features and functionality of the Equipment provided in this Agreement, an Order, any design documents prepared pursuant to the Order, the Documentation and any other Supplier user manuals made available by Supplier to Under Armour.

(b) Under Armour warrants to Supplier that all data, information, documents, drawings, and reports related to the facility where the Equipment will be delivered and installed, and provided by Under Armour to Supplier for purposes of designing and installing the BG System, and any amendment or revision thereof is accurate and complete as of each date on which it is delivered to Supplier.

(c) The warranties in this Agreement are the exclusive warranties from the parties and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Supplier's warranty in Section 9(a) will not apply if there has been misuse, modification, or damage not caused by Supplier, or failure to comply with this Agreement or any written instructions provided by Supplier. Supplier does not warrant uninterrupted or error-free operation of the Equipment. Supplier does not warrant it will be able to correct all defects. While Supplier endeavors to provide security measures to keep all data and systems secure, Supplier does not warrant it can prevent all third-party disruptions or unauthorized third-party access.

(d) Each Party agrees that it has not relied upon any representation or warranty, or any other information of any kind, made by or provided by or on behalf of the other Party, other than the representations and warranties in this Agreement.

10. Subcontractors; Transfer of Production; Leased Premises.

(a) Supplier may use subcontractor(s) as necessary to deliver, install and test the Products or for the provision of any Services (each, a "Subcontractor"). Supplier shall be responsible for all acts and omissions of any subcontractors used by Supplier and permitted under this Agreement, subject to the limitations on liability and other terms of this Agreement. Under Armour may, in its discretion, request that Supplier dismiss from performance of Services provided at Under Armour's facilities under this Agreement any personnel of Supplier for any reasonable cause.

(b) Supplier acknowledges that the Products and/or Services to be provided or performed hereunder may be delivered, provided and/or performed at premises leased by Under Armour ("Leased Premises") from a third party landlord (the "Landlord") and, if applicable, Supplier shall, and shall cause its Subcontractors to, at all times comply with the rules, regulations and requirements of the Landlord for the Leased Premises or as otherwise required by Under Armour's lease agreement for the Leased Premises as long as the rules, regulations and requirements are provided to Supplier in writing in advance.

(c) Supplier is solely responsible to pay Subcontractors for Services performed or for Equipment purchased. Supplier shall timely pay Subcontractors to avoid the imposition of liens on Under Armour owned or leased property. Supplier will defend, indemnify and hold harmless Under Armour and the owner of the real property at an Under Armour location if not Under Armour against any assertion of claims for mechanics' liens or other encumbrances by Subcontractors and against any assertion of security interests by any suppliers of goods or materials. This indemnity obligation shall not apply to liens filed while a payment dispute between Under Armour and Supplier is pending, to the extent the lien so filed relates to the amount in dispute. Under Armour reserves the right to request customary lien waivers and releases from Supplier and its Subcontractors at any time as a condition of payment by Under Armour; provided these lien waivers and releases are intended generally for installation projects for purchased or relocated Equipment and shall not apply for routine support and ad hoc maintenance services or spare parts orders not made as part of an installation project. Forms of Lien Waivers to be used are attached as Exhibit B.

11. Compliance with Laws; Anti-Corruption; Relevant Requirements; Relevant Policies.

(a) Each Party agrees to comply with: (i) laws and regulations applicable to its business and the performance of its obligations under this Agreement; and (ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. The pricing and schedule for the Products and Services in each Order is based on Applicable Laws in effect as of the date the Order is executed and changes in Applicable Laws may require a change order. The parties agree that applicable laws may include conflict minerals laws, including without limitation, the requirements set forth in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time, and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or any successor governmental agency responsible for adopting regulations relating thereto (collectively, "Dodd-Frank"). For purposes of this Section, the term "conflict minerals" shall include the

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materials defined or listed as such in Dodd-Frank (including tin, tantalum, tungsten and gold) and any related derivatives, and any other mineral or derivatives that may later be determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining county. Supplier agrees to provide reasonable cooperation in order for Under Armour to meet any obligations it may have under the conflict minerals laws and/or Dodd-Frank.

(b) In accordance with its commitment in Section 11(c), in connection with its activities under this Agreement, neither Supplier nor any agent, Supplier Affiliate, employee, or other person acting on its behalf will for the purpose of influencing a person to assist the Supplier in obtaining or retaining business or securing an improper business advantage: (i) use any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence government official action; (ii) make any direct or indirect unlawful payment to any foreign government official from corporate funds; or (iii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(c) Supplier, in its performance under this Agreement, shall: (i) comply with all Applicable Laws (as defined below) relating to anti-bribery and anti-corruption (“Relevant Requirements”), including the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder; (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (iii) comply with Supplier’s Code of Conduct and Ethics and Foreign Corrupt Practices Act Compliance Policy (“Relevant Policies”); and (vi) if requested, provide Under Armour with any reasonable assistance, at Under Armour’s reasonable cost, to enable Under Armour to audit Supplier’s compliance with any of the Relevant Requirements or Relevant Policies (which audit shall not include access to Supplier’s account ledger, personnel systems, servers or worksites); “Applicable Laws” means the applicable requirements of any federal, state or local laws, regulations, ordinances or administrative orders or rules.

12. Inspections. [INTENTIONALLY OMITTED.]

13. Illegal Transshipment. [INTENTIONALLY OMITTED.]

14. Delivery; Cooperation; Acceptance.

(a) Following delivery to Under Armour’s facility, risk of loss shall pass to Under Armour, and Under Armour shall use commercially reasonable measures to secure and protect the Equipment until final payment has been made. Transfer of risk of loss to Under Armour shall not limit Supplier’s responsibility for damages to the Equipment caused by Supplier and Supplier accepts responsibility for managing the job site in a manner that limits damage to the Equipment to the extent any portion of the job site is controlled by Supplier.

(b) Under Armour will (i) cooperate with Supplier as reasonably requested and by providing information, assistance, access, and resources as may reasonably be required to provide and deliver the Products and Services and (ii) perform its responsibilities set forth in this Agreement and any Order. Under Armour acknowledges that Supplier is relying on the promise of cooperation under this section, and that without such cooperation, Supplier will not be able to or obligated to timely perform all its obligations, and may require adjustments to the deployment timetable or adjustments to the Products and Services, subject to mutually agreeable change orders which will be negotiated in good faith.

(c) Throughout the Term, the Parties shall establish and operate a governance process for the management of this Agreement and collaboration of the Parties as required to perform the Parties’ respective obligations under this Agreement as set forth in Exhibit A.

(d) Supplier shall test each BG System installed in accordance with the acceptance testing plan set forth in the Order to confirm each BG System meets the agreed performance metrics. Under Armour shall cooperate with such testing and make its personnel available to facilitate the connection of the BG System to any customer systems and provide other assistance as reasonably requested by Supplier, such as having parcels and other items available to facilitate testing.

(e) Multiple acceptance milestones (e.g., preliminary acceptance and final acceptance) may be included in the test plan in the Order. Supplier shall notify Under Armour when a BG System is ready to be tested to confirm it meets the

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acceptance criteria for each acceptance milestone in all material respects so that representatives of both Supplier and Under Armour must be permitted to witness the testing. Acceptance for a particular milestone shall occur when the BG System is demonstrated in the presence of the Under Armour representatives to meet the applicable acceptance criteria.

(f) The final acceptance milestone will be “Final Acceptance” which may be completed when the applicable acceptance criteria are demonstrated even if a punch list of items remain to be completed by Supplier and Under Armour as long as those items do not impact the ability to meet required performance metrics for acceptance testing. Any punch list items will be completed in a reasonable timeframe as agreed by the parties at the time Final Acceptance is achieved. Unless it is agreed to by Supplier or a use in production is incidental to Supplier’s deployment and installation activities, any use of any BG System in a production environment shall be deemed Final Acceptance.

(g) Following Final Acceptance, Supplier shall provide software support and maintenance pursuant to Supplier’s System Support and Maintenance Program as part of the warranty set forth in Section 9(a) and, at Under Armour’s option, on a paid basis for up to 10 years after Final Acceptance.

15. Indemnification.

(a) Supplier shall indemnify, save and hold harmless Under Armour and any Under Armour Affiliate purchasing BG Systems or Services under this Agreement from and against any and all unaffiliated third party claims, demands, suits, and actions (“Claims”) by (i) defending at Supplier’s sole expense any Claims, and (ii) paying for any and all liabilities, damages, injuries, penalties, losses, proceedings, settlements, judgments, costs and expenses (including reasonable attorneys’ fees, costs and expenses) arising from any Claims (“Losses”) that are finally awarded by a court or included in a settlement approved by Supplier, where such Claims and Losses are incurred or otherwise arising out of or allege: (A) that a BG System, or any Software or component thereof, misappropriates any trade secrets or infringes any patents, trademarks or copyrights of such third party registered or filed in the jurisdiction where the BG System is installed by Supplier (an “IP Claim”), (B) damages for bodily injury (including death) or personal or real property damage to the extent the Supplier is legally liable for such damages; (C) damages are the result of Supplier’s Willful Misconduct and Gross Negligence (as defined below); (D) violation of any federal, state or local laws, regulations, ordinances or administrative orders or rules applicable to Supplier in its performance under this Agreement, including, but not limited to, violation by the Products in their manufacture, possession, storage, use or sale, in each case by Supplier, of any applicable federal, state or local laws, regulations, ordinances or administrative orders or rules applicable to Supplier; provided that Losses for this clause (D) shall be limited to fines and penalties assessed by the applicable governing authority and those harms which such law, regulation, ordinance or administrative order or rule was intended to prevent; or (E) damages to the extent arising out actions by employees, subcontractors or other personnel of Supplier based on or arising out of their potential, current or past employment with or engagement by Supplier, including any claim arising under workers’ compensation or other Applicable Law, and any claim based on a theory that Under Armour is an employer or joint employer of any such personnel. “Willful Misconduct or Gross Negligence” means tortious conduct with the intent to cause harm, or an act or omission exhibiting a reckless disregard for the rights of others.

(b) In the event of any IP Claim above or if the Supplier reasonably believes that such IP Claim may be made, the Supplier, at its expense and discretion, may take one or more of the following actions: (i) modify the infringing portion of the applicable Products or Services, as the case may be, so that it is no longer infringing (provided its overall functionality is not materially impaired); (ii) replace the infringing portion of the applicable Products or Services with non-infringing products functionally equivalent in all material respects; (iii) obtain the right to continue to provide the applicable Products or Services to Under Armour or the right for Under Armour to continue using the Products or Services; or (iv) if, after providing Under Armour the right to consult with the Supplier regarding possible modifications or replacements pursuant to options (i) and (ii) and the right to participate in (but not control) any negotiations pursuant to option (iii), the Supplier reasonably determines that none of the above options (i) through (iii) can be implemented by the Supplier using its commercially reasonable efforts or can be obtained by the Supplier on commercially reasonable terms, terminate some or all of Under Armour rights under this Agreement with respect to the Products or Services.

(c) Supplier shall have no obligation to defend and pay Under Armour or its Affiliates for any Claims or Losses to the extent caused by or to the extent increased by (i) any Under Armour’s or its Affiliates’ use of the Products or Services other than in accordance with any documentation and instructions provided by Supplier; (ii) equipment not provided by or

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approved in writing (including in any documentation) by the Supplier; or (iii) compliance by Supplier of Under Armour's or its Affiliates' designs, materials and specifications.

(d) Under Armour shall indemnify Supplier and any Supplier Affiliate providing BG Systems or Services under this Agreement from and against any and all Claims by (i) defending at Under Armour's sole expense any Claims, and (ii) paying for any and all Losses that are finally awarded by a court or included in a settlement approved by the Under Armour, where such Claims and Losses are incurred or otherwise arising out of or alleging: (A) damages for bodily injury (including death) or personal or real property damage to the extent Under Armour is legally liable for such damages; (B) damages are the result of Under Armour's Willful Misconduct and Gross Negligence (as defined below); or (C) violation of any federal, state or local laws, regulations, ordinances or administrative orders or rules applicable to Under Armour in its performance under this Agreement; provided that Losses for this clause (C) shall be limited to fines and penalties assessed by the applicable governing authority and those harms which such law, regulation, ordinance or administrative order or rule was intended to prevent.

(e) The indemnification obligations under this section require that the indemnified party promptly: (i) notify the indemnifying party in writing of the claim (provided that the indemnified party's delay in notifying the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent the indemnifying party is prejudiced by such delay); (ii) supply information reasonably requested by the indemnifying party at the indemnifying party's expense for any out-of-pocket costs; and (iii) allow the indemnifying party to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts (provided that any settlement shall be subject to the advance written approval of the indemnified party to the extent that such settlement prejudices the indemnified party's rights).

16. Insurance.

(a) Supplier shall maintain during the Term at its expense (1) commercial/comprehensive general liability insurance (including bodily injury, property damage, product liability, contractual liability and product and completed operations coverage) on an ISO occurrence based form from a carrier having an A.M. Best rating of A- or better, in a minimum amount of Twenty Five Million Dollars (US\$25,000,000) per occurrence and annual aggregate to cover claims for bodily injuries or death and property damages, advertising and personal injury and US\$10,000 per occurrence to cover medical payments; and such insurance should also cover contractual liability for this Agreement; (2) Workers' Compensation coverage as required by statute and Employers Liability coverage with limits of not less than Five Million Dollars (US\$5,000,000) for each occurrence for bodily injury by accident or disease; (3) Transit insurance with minimum limits of Five Hundred Thousand Dollars (US\$500,000) for any one truck, vessel or aircraft and connecting conveyances, (4) Business Automobile Liability at a limit of not less than Five Million Dollars (\$5,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages and such insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement, (5) Errors & Omissions/Professional Liability Insurance, in an amount not less than Five Million Dollars (\$5,000,000) per claim and in the annual aggregate, covering any acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for Under Armour, Inc. or on behalf of Under Armour, Inc. hereunder; and (6) insurance sufficient to cover the replacement cost of Under Armour's owned or leased tangible property, including the Equipment, used by Supplier in the performance of this Agreement to the extent it is damaged by Supplier. The commercial/comprehensive general liability insurance policy limit and Business Automobile Liability limit may be met through a combination of primary and umbrella/excess liability insurance. All claims made policies (e.g., Errors & Omissions/Professional Liability Insurance) shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement. All insurance maintained by Supplier as required above shall designate Under Armour (including all Affiliates) as primary (only with respect to liability arising out this Agreement) additional named insureds except Worker's Compensation, Errors & Omissions/Professional Liability Insurance. A certificate of insurance for such coverage shall be delivered to Under Armour upon execution this Agreement and annually thereafter. Under Armour shall be given at least thirty (30) days' prior written notice in the event of any material modification, cancellation or termination of coverage. The limits required herein shall not be a limitation on Supplier's liability nor shall the limits be a basis to increase any limitation of liability. If the Supplier subcontracts any parts of the work to another party, all insurance requirements outlined in this Agreement should apply to the subcontractor with reasonable adjustments based on the scope of the subcontractor's work

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(e.g., subcontractors not involved with any information technology aspects of the Services will not be required to maintain Cyber liability insurance).

(b) Under Armour shall maintain during the Term at its expense (i) all statutory mandated insurance such as workers' compensation and employer's liability, (ii) commercial general liability insurance, including products liability and completed operations with a minimum per occurrence limit of US\$5,000,000, and (iii) property insurance sufficient to cover the replacement cost of Under Armour's owned or leased property used in the performance of this Agreement. Commercial general liability insurance and automobile insurance policy limits may be met through a combination of primary and umbrella/excess liability insurance. The insurers shall have an AM Best rating of A- or better.

17. Term and Termination.

(a) This Agreement shall remain in effect for a period of three (3) years from the date of full execution of the Agreement by the parties or through the conclusion of Services under any then-current Order, whichever is later, or until otherwise terminated as provided herein (the "Term"). Subject to termination by Supplier as permitted, Under Armour may, in its sole discretion, extend the Term for additional one (1) year periods upon written notice to Supplier prior to expiration of the then-current Term.

(b) Either party may terminate this Agreement (i) for any reason or no reason upon fifteen (15) days' written notice to the other party; or (ii) immediately upon a material breach by the other party that is not cured within a reasonable timeframe.

(c) Either party may terminate an Order (i) upon a material breach of the Order that is not cured within a reasonable timeframe, (ii) if this Agreement is terminated for a material breach as permitted in Section 17(b)(ii), or (iii) if the other party undergoes an Insolvency Event other than an Insolvency Event constituting the commencement of a bankruptcy proceeding under chapter 11 of the bankruptcy law. "Insolvency Event" shall mean any of the following: (i) a party voluntarily commences any proceeding under any bankruptcy law; (ii) a party has a proceeding under any bankruptcy laws involuntarily commenced against it, and such proceeding is not dismissed or terminated within ninety (90) days of commencement; (iii) a party makes a general assignment for the benefit of creditors; or (iii) a party has a receiver, trustee, custodian or similar agent appointed by final order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Upon any termination or expiration of this Agreement or any Order, each party will continue to be obligated to make all payments due that arose under the foregoing prior to such termination or expiration.

(e) Termination of this Agreement shall not terminate any active Orders which shall continue to be governed by this Agreement until they expire or are terminated in accordance with this Agreement or as permitted by their terms.

18. LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS SUBCONTRACTORS, OR ITS SUPPLIERS FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, LOSSES RELATED TO PROCUREMENT OF ALTERNATIVE GOODS OR SERVICES, LOST PROFITS, DIMINUTION IN VALUE, LOSS OF DATA OR LOSS OF OPPORTUNITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) PAYMENTS MADE OR OWING UNDER THIS AGREEMENT OR ANY ORDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (ii) \$500,000, REGARDLESS OF THE BASIS OF THE CLAIM.

(b) THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 18(A) WILL NOT APPLY TO DAMAGES: (i) ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (ii) TAXES ASSESSED AGAINST UNDER ARMOUR FOR WHICH THE SUPPLIER IS RESPONSIBLE PURSUANT TO THIS

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AGREEMENT; (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR VIOLATIONS OF CONFIDENTIALITY OBLIGATIONS, (iv) DAMAGES RESULTING FROM A PARTY'S INFRINGEMENT OR VIOLATION OF THE OTHER PARTY'S, OR ANY THIRD PARTY'S, INTELLECTUAL PROPERTY RIGHTS, (v) AMOUNTS PAID OR PAYABLE TO SUPPLIER FOR PRODUCTS AND SERVICES PROVIDED UNDER THE AGREEMENT AND (iv) DAMAGES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

19. Limited License. [INTENTIONALLY OMITTED.]

20. Non-Competition. [INTENTIONALLY OMITTED.]

21. Shipping. All Products hereunder shall be delivered FCA site of Under Armour's facility. Supplier shall be the importer of record on any Products hereunder, if applicable. Supplier shall work with Under Armour's shipping vendor to ship the Products. Title to all Products and risk of loss shall pass to Under Armour upon delivery of the Products to Under Armour's facility.

22. Enforcement. It is hereby agreed that each violation of Sections 6, 7 and 8 is a distinct breach of this Agreement and that solely a monetary remedy may be inadequate, impracticable and extremely difficult to prove, and that each such violation may cause the non-breaching party irreparable harm. Therefore, in addition to any and all remedies available at law or equity (including money damages), the non-breaching party shall be entitled to seek temporary and injunctive relief to enforce the provisions of Sections 6, 7 and 8 without the necessity of proving actual damages. Each party may pursue any of the remedies described in this Section 22 concurrently or consecutively, in any order as to any such violation or breach, and the pursuit of one of such remedies at any time will not be deemed an election of remedies or waiver of the right to pursue any of the other of such remedies.

23. Miscellaneous.

(a) Except as otherwise agreed, assignment of this Agreement, is not permitted except to a party's Affiliate, provided that (i) the other party receives prior written notification of any such assignment, (ii) the assignee is fully capable of performing its obligations under this Agreement, and (iii) the assignee assumes all of assignor's obligations under this Agreement, including any confidentiality agreement between Under Armour and Supplier. Assignment of Supplier rights to receive payments is not restricted. Any such purported assignment in violation of this Agreement shall be null and void. Under Armour may only sell or transfer ownership the Equipment (outside of a sale or transfer made with the other assets of Under Armour in connection with a reorganization or an acquisition) after giving the Supplier a 15-day right of first refusal to acquire such Equipment at the same terms as presented by the prospective buyer.

(b) This Agreement does not constitute and shall not be construed as a partnership or joint venture between Under Armour and Supplier and neither party shall be construed as a fiduciary of the other party. Neither party to this Agreement has any right to obligate or bind the other in any manner whatsoever. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons, other than the Under Armour or Supplier Affiliates.

(c) If any provision or any portion of any provision of this Agreement shall be construed to be illegal, invalid, or unenforceable, such shall be deemed stricken and deleted from this Agreement to the same extent and effect as if never incorporated herein, but all other provisions of this Agreement and remaining portion of any provision which is illegal, invalid or unenforceable in part shall continue in full force and effect. This Agreement shall be binding on the parties' successors and permitted assignees.

(d) No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the parties. No written waiver shall excuse the performance of any acts other than those specifically referred to herein. The fact that a party has not previously insisted upon the other party expressly complying with any provision of this Agreement shall not be deemed to be a waiver of the first party's future right to require compliance in respect of any act, term or condition and shall not prevent the first party from subsequently requiring full and complete compliance thereafter.

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(e) This Agreement, together with any Order issued hereunder, constitutes the entire agreement, and supersedes all other agreements, communications, and understandings, with respect to the purchase and sale of Products and/or Services between Under Armour and Supplier and all other subject matter covered herein. This Agreement shall not be modified, changed, or amended except in a writing signed by both parties.

(f) This Agreement and each Order issued hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

(g) The parties will endeavor to resolve all disputes as set forth in Exhibit A. Each Party shall treat all discussions and negotiations conducted by the parties pursuant to Exhibit A relating to such dispute as confidential, and all such negotiations shall be considered to be compromise and settlement negotiations for purposes of applicable rules of evidence. In the event a dispute is not resolved within 10 days of escalation to Level 3 personnel, then each party shall be free to pursue any and all remedies available, at law or in equity, subject to the terms of this Agreement; provided, however, that nothing herein shall preclude either party from seeking preliminary restraining orders, preliminary injunctions or other equitable relief from a court of competent jurisdiction pending the completion of the procedure set forth herein.

(h) Neither party will be liable for any default or delay in the performance of their respective obligations, to the extent that such default or delay is caused, directly or indirectly, by any other event or circumstance that is beyond the reasonable control of the applicable party (other than economic hardship, changes in general market conditions or insufficiency of funds).

(i) The obligations and provisions contained in the payment obligation of Section 5 (Invoicing; Payment), Section 6 (Confidential Information), Section 7 (Use of Trademarks; Trademark Protection) Section 8(a) and 8(d)-(h) (Title; Software; Ownership of Intellectual Property), Section 15 (Indemnification); Section 17 (Term and Termination), Section 18 (Limitation of Liability) and Section 23 (Miscellaneous) of this Agreement, along with any other provisions of this Agreement which by their nature should survive this Agreement, shall survive the expiration or termination of this Agreement.

(j) Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted to be given to either party hereunder shall be in writing and shall be deemed given only if delivered by messenger or sent by certified mail (return receipt requested), overnight air courier, e-mail or facsimile (followed by certified mailing) or other confirmable form of delivery, with courier, postage and registration or certification fees thereon prepaid, addressed to the party at its address set forth below:

If to Under Armour:

Under Armour, Inc.
1020 Hull Street
Baltimore, MD 21230
USA
Attention: Legal Department
legalnotices@underarmour.com

If to Supplier:

Berkshire Grey, Inc.
140 South Road
Bedford, MA 01730 USA
Attention: General Counsel
legal@berkshiregrey.com

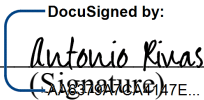
(k) The signatures of the parties may be delivered by facsimile or as an imaged document, in PDF, TIFF or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

[Signature Page Follows]

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The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNDER ARMOUR, INC.

By:  _____
DocuSigned by: Antonio Rivas (Signature)
Name: Antonio Rivas _____
(Printed Name)
Title: VP Corporate FP&A _____
Date: 3/20/2023 _____

BERKSHIRE GREY, INC.

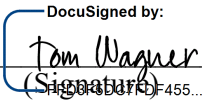
By:  _____
DocuSigned by: Tom Wagner (Signature)
Name: Tom wagner _____
(Printed Name)
Title: CEO _____
Date: 3/20/2023 _____

Exhibit A

Relationship Governance

Throughout the Term, Under Armour (“Customer”) and Supplier (“BG”) may jointly convene, on a quarterly basis, a meeting in which Level 1 and Level 2 personnel (as defined below) from both parties shall participate (remotely by phone or in person) and certain other personnel, as reasonably determined by each party with respect to its own personnel (the “Quarterly Meeting”). BG will prepare and deliver to Customer such reports as may be reasonably determined by BG in connection with such Quarterly Meeting in order to facilitate the fruitful exchange between the parties. The agenda for each Quarterly Meeting will be reasonably determined by BG and Customer together, and may include, without limitation, the following:

- (a) Open issues from previous Quarterly Meeting;
- (b) Open or newly identified operational issues or concerns of Customer and BG;
- (c) Reviewing operational, performance, cost and planning issues;
- (d) Review of on-going progress and operations; and
- (e) BG’s nonconfidential plans relating to the future state of its products and services that may be relevant to Customer under the Agreement.

For matters arising under the Agreement, each party may institute an escalation according to the following process. The escalation process noted is intended to resolve issues that have not been resolved in the ordinary course of the parties’ relationship. All issues shall be first escalated to Level 1 personnel and, if the issues are not resolved by such personnel within 7 days, or if a party determines in good faith that there is a need to involve Level 2 personnel earlier than that, the issues shall be escalated to Level 2 personnel and, then if determined to be necessary by any party in good faith, to Level 3 personnel. Level 2 and Level 3 discussions will commence promptly upon being referred through the Level 1 or Level 2 personnel, as applicable.

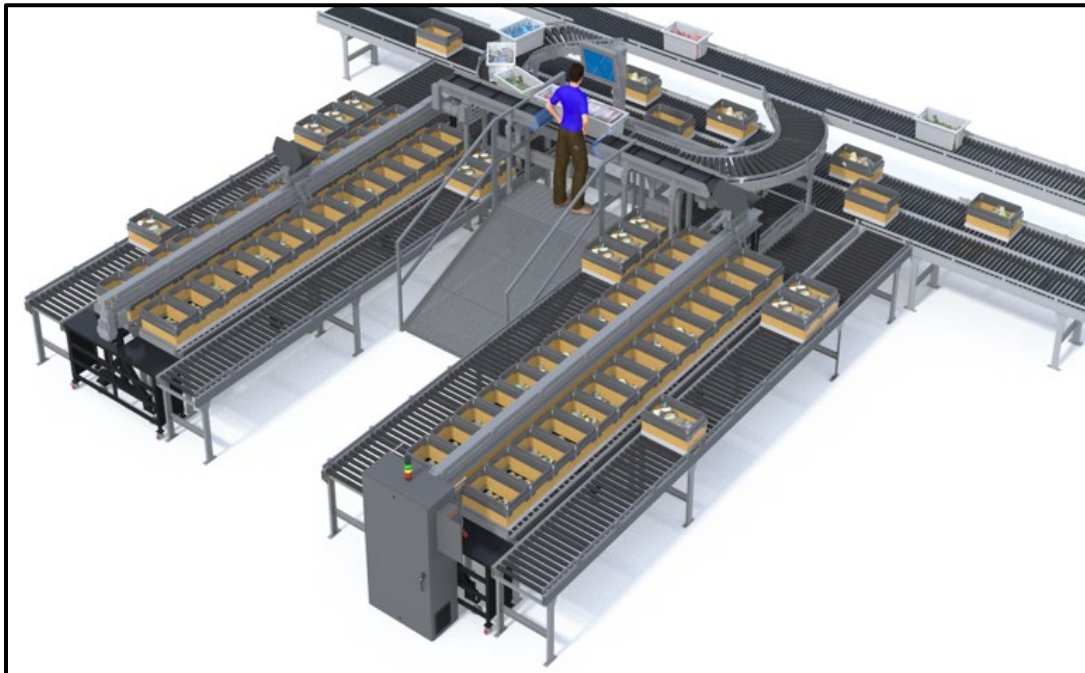
- (a) **Level 1** is comprised of **Tate Allen** (for BG)/**Louis Laster, Director Industrial Engineering** for Under Armour who will meet (including by phone) for the purpose of resolving the matter promptly upon communication of the escalation request.
- (b) **Level 2** is comprised of **Peter Van Alstine** (for BG)/**Lincoln Hill, VP Americas Distribution** (for Under Armour) who will meet (including by phone) for the purpose of resolving the matter promptly upon communication of the escalation request.
- (c) **Level 3** is comprised of a Lead Executive (as defined herein) of each party. For purposes of this Exhibit, a “Lead Executive” is an individual who, for BG, is Steve Johnson, COO, and, for Under Armour, is **Craig Jones, SVP Global Logistics and Regional Distribution**.

**Statement of Work #001
for**



UNDER ARMOUR

**Robotic Shuttle Product Sortation (RSPS)
Site: Nashville, TN**



Picture for illustration purposes only. Actual BG System appearance may differ.



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1. General

This Statement of Work ("SOW") is entered into under and pursuant to that certain Master System Purchase Agreement, effective as of January __, 2023 (the "Agreement"), by and between Berkshire Grey, Inc., a Delaware corporation, with offices at 140 South Road, Bedford, MA 01730 ("BG"), and Under Armour, Inc., with offices at 1020 Hull Street, Baltimore, MD 21230 ("Customer"). In the Agreement, Customer is referred to as "Under Armour" and BG is referred to as "Supplier."

BG Systems Being Purchased

Under this SOW, Customer shall purchase eight (8) Robotic Shuttle Product Sortation systems ("RSPSs"). Each RSPS is a BG System as defined in the Agreement. Subject to the terms of this SOW and the Agreement, BG shall install the BG Systems at Customer's facility located at 13 Athletes Way, Mt. Juliet, TN 37123, which is the "Site", and (ii) BG shall, as specified in this SOW both (1) install and implement the RSPSs and (2) provide support and maintenance. This SOW includes the deployment of the BG Systems in a single group at the Site.

The installation and implementation of the RSPS(s) and associated systems will be in accordance with the drawing attached to this SOW as **Appendix 2** (the "Preliminary Design"). Final design will be confirmed during project kickoff, but in no circumstance will final design changes result in cost increases or changes in the intended or planned performance of the system to Customer unless they are explicitly made at Customer's request (either as direct request or as an implied facility and/or local code requirement) or if they are based on Customer operational or site information not available to BG at the time the Preliminary Design was prepared. Changes that require additional charges are solely the result of BG-initiated requests may be made only if BG bears the added charges associated with the change.

Deployment Time Schedule

Assuming a March 20, 2023, execution of the Agreement and this SOW and an April 14, 2023, Customer signoff of final design, the Deployment Time Schedule shall be as follows:

Milestone(s)	Target Date
Installation Commencement Date	November 28, 2023
All Systems have achieved Preliminary Acceptance	April 8, 2024
All Systems have achieved Final Acceptance	May 6, 2024
BG Site Departure, Final Acceptance Punch List Complete	May 13, 2024

If the Effective Date of this SOW is later than March 20, 2023, the above Deployment Time Schedule shall be automatically delayed by at least a number of days equal to the number of days that shall have lapsed after February 15, 2023.

If the detailed system design is not approved by the Customer by April 14, 2023 through no fault of BG, BG's procurement process may be impacted, which may affect the above milestones. BG shall not be responsible for such delays and shall have the right to amend the milestones and costs via a change order. BG and Customer endeavor to collaborate on detailed design, but Customer shall be provided a reasonable amount of time to review documents, at least five (5) business days.

BG Systems Details

Sections 2 through 5 of this SOW cover the details of the BG Systems being purchased and deployed based on the preliminary designs that have been prepared.



Deployment and Post-Deployment Support Terms

Section 6 through 9 of this SOW cover the deployment process, including the responsibilities of each party, and provides details the warranty support and post-warranty support that BG provides.

Other Terms

Section 10 through 12 of this SOW cover payment, appendices and acceptance.

2. Components of BG System

RSPS

The RSPS is a modular system that contains all the components necessary for an operator to singulate items from cluttered, single-item Boxes and sort them into one of sixty-eight (68) order Totes in accordance with and subject to this SOW. "Tote" refers to the container used in the RSPS for consolidating orders.

Each single RSPS consists of the following subsystems and components:

- Supply Box management system
- One (1) system level Box conveyor

Sortation system

- Two (2) intermediate conveyors
- Two (2) linear shuttle systems

Order Tote management system

- Four (4) order Tote infeed conveyors, supporting the 2 shuttles
- Four (4) order Tote outfeed lines, supporting the 2 shuttles
- One (1) system level order Tote conveyor

RSPS tending and operation system

- One (1) touchscreen Human Machine Interface ("HMI") screen for system maintenance
- One (1) status light stack

SpeedPick Station

- One (1) SpeedPick Station

The SpeedPick station is a workstation wherein an operator can transfer goods from Supply Cartons on the presentation conveyor onto the intermediate conveyor. These intermediate conveyors transfer the products into the shuttle, which in turn transfers the products into an Order Tote.

The SpeedPick system includes the following material subsystems:

- **User Interface**
 - Instructs operators as to:
 - Active / current item in the Box at the presentation conveyor (enabling a quality check)
 - Enables:
 - Quantity of units from the supply Box to be transferred
 - Intermediate conveyor(s) to which units should be transferred
 - Enables:
 - User login / logout for operation
 - Required exception handling, including:
 - Wrong item at presentation conveyor
 - Empty Box at presentation conveyor
 - Product damage at presentation conveyor



- One Handheld wireless barcode scanner with communication base and docking station charger
 - To be used to scan the first unit of an inventory carton (box) coming from case reserve or receiving that the internal inventory has not been scanned before. This scan would only take place at the first location the carton is introduced to the system. This functionality shall be able to be turned on and off at a system level by Customer.

Carton Conveyor

- One (1) Carton conveyor loop.

The Carton conveyor is a single connected length of powered roller conveyor with three separate zones serving unique purposes:

1. **Infeed conveyor:** Intake and buffering of manually loaded Supply Cartons into the RSPS picking position. Infeed conveyor is motor driven roller ("MDR") conveyor with buffer queue positions.
2. **Presentation conveyor:** Presentation of Supply Cartons for singulation of merchandise at the pick station and linkage between infeed and outfeed conveyors. Presentation conveyor consists of a straight MDR section (suitable to fit a single Box or Tote).
3. **Outfeed conveyor:** Ejection and buffering of demand depleted Supply Cartons from the RSPS.

Barcode Scanners

- Such number of barcode scanners as required for identification of Supply Cartons in the RSPS

Barcode scanners will be located on the intake portion of the Supply Carton conveyor. These scanners will read barcodes on Supply Cartons as they pass on the system conveyor (described below). The Supply Carton identity will be used to determine whether or not to divert the Supply Carton into the specific RSPS. The identity of the Supply Carton and its contents will be gleaned via communications with the Customer Warehouse Management System ("WMS").

Other barcode scanners will be located on the order Tote conveyor. Such scanners will read barcodes on order Totes as they pass the RSPS. As the RSPS intakes an order Tote into its queue, the order Tote's unique identity will be ascertained via the barcode. This information will remain available as the order Tote moves through the system to enable accurate labeling and handling.

Barcode scanners are also present on the System Conveyors described below to manage Supply Carton and order Tote flow for the system.

Intermediate Transfer Conveyor (or "Intermediate Conveyor")

- One (1) system of intermediate transfer conveyors.

The conveyors are fixed segment conveyors, responsible for transporting (and maintaining the separation of) products away from the pick station. These conveyors move as inductions occur, bringing picked products to the linear shuttles. At the end of the transfer conveyor, individual products transition into the linear shuttle.

Linear Shuttle

- Two (2) linear shuttles.

The linear shuttles travel in a fixed plane and deliver goods into outbound store Totes. The linear shuttle travels from the end of the intermediate conveyor to the appropriate store Tote for the SKU allocation, then deposits the products into the order Tote, and returns to the intermediate conveyor position for the next item(s).

When an order is complete, the shuttle's included Carton-handling features eject the Tote from any location in the RSPS onto outbound conveyors. The remaining order Totes advance on the conveyor to close the gap, and a new order Tote enters the queue. Additionally, shuttle and Tote sensors detect overfull order Totes, missing or out-of-place order Totes, and loose items.



Human Machine Interface Screens

- One (1) touchscreen Human Machine Interface (“HMI”) screen.

The station provides information on system status and a control interface for the RSPS.

Station Status Light Stack

- One (1) status light stack.

The light stack informs operators of RSPS status including fault conditions or an absence of sufficient outbound order Totes for fulfillment (indicating a need to add more order Totes at the workstations).

Additional Equipment (shared amongst all RSPS systems)

System Interface Conveyor

- One (1) Supply Carton conveyor network

The Supply Carton conveyor network is capable of transferring single-SKU Supply Cartons (Totes or Boxes) from four (4) infeed lines (from the warehouse) and routing them to any RSPS. This conveyor network terminates at a hand off position to send Boxes back to the warehouse for recirculation or storage. This conveyor will interface to 3rd party conveyor at an interface mutually agreed to and defined in immediate proximity to the Berkshire Grey systems.

Supply Cartons made of paper corrugate (Supply Boxes) may have a higher incidence of jams from time to time on the Supply Carton conveyor network as the Supply Boxes are depleted.

Supply Boxes must have weight evenly distributed and units that do not roll around, flaps folded inward past the vertical side walls of the boxes before leaving the operator station, and carton the edge aligned to the inside of the conveyor rail. If the flaps happen to be hanging out from the carton this could cause the cartons to hang up in areas, turn and cause jams.

- One (1) order Tote conveyor network

The Order Tote conveyor network is capable of routing empty order Totes to the individual RSPS. Additionally, the order Tote conveyor network conveys completed (i.e., full) outbound order Totes for stores to the Warehouse (to convey the Totes to pack-out / VAS stations). This conveyor will interface to 3rd party conveyor at an interface mutually agreed to and defined in immediate proximity to the Berkshire Grey systems.

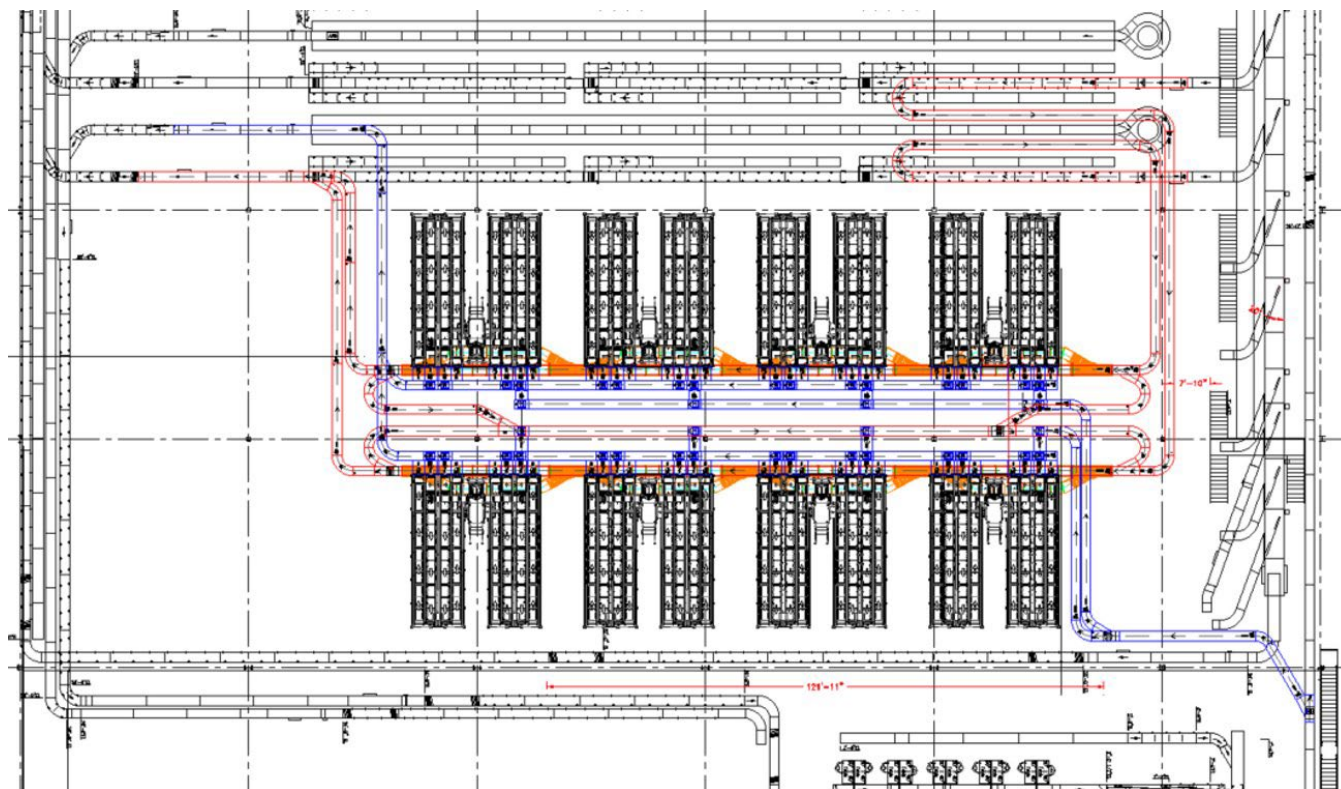
- System Interface Conveyor Scope

The System Interface Conveyor includes the following:

- Conveyor hardware
- Installation
- Integration to third-party conveyance at agreed upon points
- Controls and electrical work specific to conveyor (post facility power drop as specified in Section 6 of this document)
- Reasonably necessary accommodations for human access (i.e., facility crossovers)
- All required safety accommodations as per Section 5 of this document
- System Interface Conveyor Layout



The System Interface Conveyor and RSPS systems are represented by the following high-level drawing, which reflects a standard multi-system RSPS configuration fit into the allocated space at the Site:



The above drawing(s) is/are representative only and will be finalized during detailed design.

System Control and AI Platform Equipment

The RSPSs include the computer hardware required to operate the BG Systems as set forth in this SOW at least up to the date of Final Acceptance and through the Warranty Period. Following expiration of the Warranty Period all computer hardware required to operate the BG Systems shall be the responsibility of Customer. If computer hardware issues arise, Customer may be required to acquire additional (or repair or replace) computer hardware, if the original servers malfunction, become defective or inadequate or do not have appropriate computing power or other required specification over time. Some of the computer hardware is local to the RSPS and contained within collocated industrial enclosures. Computer equipment not local to the RSPS shall be installed at the Site's server room within a server cabinet provided by BG.

3. Concept of Operations

Material Flow

The RSPSs at the Site will operate based on the following concept of operations in all material respects:

Order Tote Origination

- Prior to order processing, the WMS shall transmit all information required for the System to perform its operation pursuant to this SOW with respect to customer order Totes and the content thereof.



- Order Tote ID
 - Unique identifier for the order Tote within the customer system, enabling communication between systems (not corresponding to a physical attribute marker on an order Tote)
- SKU
 - Unique identifier for the item destined for the order Tote
- SKU quantity required
 - Number of units required to be placed into the order Tote of a given SKU
- WMS shall either provide a number of order Totes to be processed according to the number of open order Tote positions in the BG System, or shall provide a status indication (or other mechanism) to inform BG System which order Totes shall be considered 'active' for processing (i.e., order Totes to be currently fulfilled)
- Any additional data as may be designated by BG in good faith prior to Final Acceptance

Supply Carton Introduction

- Prior to Supply Carton arrival to the system, the WMS shall transmit all information required for the system to perform its operation pursuant to this SOW with respect to such Supply Carton and the content thereof. Such information shall include at least:
 - Supply Carton ID
 - Each Supply Carton must have a unique license plate in a fixed position which can be scanned by fixed barcode readers. Boxes with misplaced license plates (i.e., not in a readable position) or license plates with damaged/unreadable barcodes will not be able to be successfully routed to RSPS stations and will be ejected from the system for correction/exception handling.
 - Contents / SKU
 - Any additional data as may be designated by BG in good faith prior to Final Acceptance.
 - Likely including SKU information (weight, dimensions, supporting properties). This information may be provided in a dedicated message separate from the supply Box introduction process
- When Supply Cartons arrive at the System Supply Carton conveyor network, such Cartons shall be scanned in order to be identified as pertaining to the order Carton information provided above. BG shall not be responsible in connection with any wrong/incomplete or untimely information (or lack of information) from the WMS.

Orchestration

- When Supply Cartons arrive at the System Supply Carton conveyor network, they are scanned and identified
- BG System Software routes Supply Cartons according to their related order Tote information
- BG System Software routes Supply Cartons to RSPS systems with associated store allocations (as provided by the WMS)

Operator picking at RSPS

- A Supply Carton is conveyed to the Presentation Conveyor.
- If the Supply Carton has not previously been opened, the Operator will use tool to open the Box.
 - This process is out of scope for BG; Customer is responsible for providing tools, as well as all required training for Supply Box opening and handling.
- An Operator retrieves product(s) / inner pack(s) from the Supply Carton and places them to an intermediate transfer conveyor (according to allocation requirements for that unit / inner pack, as instructed by the User Interface). The system will provide immediate feedback and resolution control to operator if product is placed incorrectly and reject the put.
 - If the unit scanned with the handheld scanner is incorrect. The operator will be immediately asked to replace the unit back to the Supply Carton and the Supply Carton will be routed to the Customer designated QA Process.
- Intermediate transfer conveyor transports picked units / inner packs to linear shuttle.



- Once transfer conveyor next to operator is cleared (advanced 1 unit), it is available for the next unit(s) / inner pack(s) to be placed by the operator.
- Linear shuttle is stationary until units / inner packs are loaded (multiple units from conveyor loading the shuttle, as determined by the store allocation).
 - The RSPS will use product information to enable multiple products to fit into the intermediate conveyor and/or shuttle or into the order Tote, as applicable.
- Linear shuttle travels to order Tote, tips to deposit unit(s) / inner pack(s) into order Tote.
- Linear shuttle returns to intermediate conveyor position to receive the next allocation.
- The Supply Carton leaves the presentation conveyor when either:
 - Applicable RSPS has no additional allocations for SKU.
 - Box is then routed to a different RSPS with additional allocations for the SKU
 - The Box is empty.
 - Box is removed from the conveyor and placed on the Overhead Trash Takeaway Conveyor by the Operator.

Order Tote closing / preparation

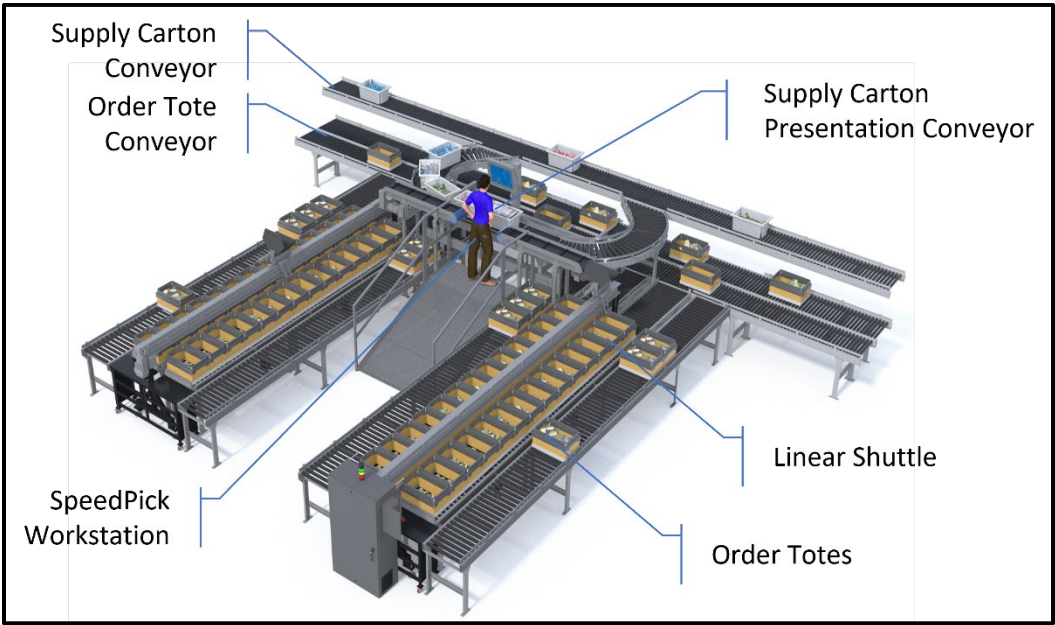
- Once order Totes are completed, the linear shuttle's order Tote ejector pushes the outbound order Tote onto the RSPS's order Tote outfeed line.
 - Completion messages for the order Totes are transmitted to WMS.
- RSPS takeaway conveyor merges onto the order Tote conveyor network and conveyed to the Warehouse to convey Totes to pack-out / VAS stations.

The above concept of operations is intended to depict normal operations and does not detail the process of handling exceptions or errors. The process of handling exceptions or errors shall be determined by the parties during the design phase hereunder.

Visual Overview of Equipment

All figures, meaning visual representations or depictions, included in this SOW are (i) for illustration purposes only, (ii) may not be representative of the actual Equipment configuration or layout to be delivered to Customer, (iii) exclude multiple components of the BG System, and (iv) will not be used to interpret the Agreement, this SOW or the rights of Customer or BG in connection herewith or therewith. Figures that are representative of the Equipment configuration and layout for the Site contemplated herein will be mutually developed by the parties hereunder.

Berkshire Grey Shuttle Product Sortation System



4. Equipment Handling Specifications

SKU Dimension and Weight Limits

The RSPS systems are designed to reliably handle products that meet certain criteria and the Final Acceptance Criteria only apply to conforming items inducted as detailed below. Products outside of the ranges set forth in this table can be inducted into the RSPS at the discretion of Customer. These items may not be properly handled or sorted by the BG System, may adversely affect the performance of the BG System, and any damage to the BG System is the sole responsibility of Customer and not covered by warranty of any kind. Product criteria ranges may expand over time, at the discretion of BG (based on ongoing software development and updates).

Acceptable Product Attributes*
<ul style="list-style-type: none">• Hypotenuse (3D) smaller than 22"• Middle and largest dimensions greater than 1.75"• Minimum dimension greater than 0.5"• Weight between 0.05 lbs. and 5 lbs.



SKU Compatibility

Suitable Items for RSPS

Subject to being compliant with all specifications set forth in the table above, the following items are compatible for sorting and picking by the BG System (except as indicated below under the caption "Items Not Suitable for Automation"):

- Bagged items that are sealed or securely tied closed
- Cardboard-backed blister packs
- Cardboard or other kinds of boxes that are taped closed, have interlocking tabs, or otherwise have secured lids
- Cardboard packaging with exposed or plastic-covered contents
- Cans
- Cartons
- Cellophane-wrapped goods
- Clamshells
- Pill bottles
- Plastic envelopes
- Pouches
- Shrink-wrapped items
- Tubes, e.g., toothpaste tubes
- Securely grouped multipacks of the above items

Non-Suitable Items

The following items are not compatible for sorting and picking by the BG System, and any inclusion of such items by Customer as items for sorting and picking by the BG System shall be at the sole risk and liability of Customer and is not and will not be covered by any Warranty or any maintenance and support obligation of BG:

- Fragile glass items, e.g., light bulbs (unless reasonably protected against damage with bubble wrap, cardboard, and/or other packaging)
- Items with unpackaged wires (or similar)
- Boxes with unsecured lids, e.g., non-banded shoe boxes

Supply Box Requirements

Customer acknowledges that for the BG System to perform, the Boxes in which the products will be presented to each RSPS (each a "Box", and collectively, the "Boxes") need to meet the size specifications set forth in the table below, unless otherwise agreed by BG. Customer acknowledges that BG assumes the Boxes used with the Equipment will have dimensions equal to those set forth below and will be of sufficient material, color, and thickness to maintain their form and properties through repeated use. Boxes planned for purchase or use by the Customer which are outside of the below specifications shall be subject to prior approval by BG and may require additional analysis by BG at Customer's expense (at standard rates outlined in BG's Labor & Services Rate Sheet, a current copy of which is included as Annex 2 in Appendix 1), provided, however, that no such analysis or expense shall be conducted or incurred without Customer's prior written consent. BG shall not be responsible for performance impacts arising from usage of Boxes outside of these specifications unless otherwise agreed to in writing (email acceptable).

Boxes sent to the system by the Customer shall have a barcode affixed to them in a consistent, repeated position from Box to Box such that a fixed scanner on a conveyor shall be able to identify the Boxes. Barcode location and symbology to be approved by BG during the design phase hereunder.

Boxes shall be in a condition suitable for conveyance on roller conveyor (free of tears, hanging flaps or tape, etc.) and will adhere to the following criteria:



Breakpack Inbound Boxes	Length	Width	Height	Weight
Max Carton Dims	28 in	24 in	24 in	60 lb
Min Carton Dims	12 in	9 in	6 in	3 lb
Average Carton Dims	24 in	17 in	12.5 in	30 lb

Order Tote Requirements

For the BG System to perform as specified, the order Totes into which products will be sorted by each RSPS need to be as specified in the table below. Order Totes will not be supplied by BG and BG is not responsible for order Tote availability, manufacturing, or supply. Customer is responsible for confirming that these order Totes meet its general practices and operating requirements. BG shall not be responsible for BG System performance impacts or other issues arising from usage of order Totes outside of these specifications unless the use of alternate order Totes is agreed to in writing (email acceptable).

Order Tote listed is as proposed. Customer and BG to formally agree on Order Tote and Order Tote Barcode Location prior to conveyor design finalization. Customer is responsible for providing Order Totes.

Order Totes

Tote Property	Dimension or other Detail
Tote Manufacturer & Part Number	Orbis NXO 2415-14 or similar
Tote outside length	24 inches
Tote outside width	15 inches
Tote outside height	14 inches
Color	To Be Determined

System Operation Reporting

Raw operational data from the BG System will be available to Customer via system integration with a Customer-provided reporting tool for purposes of report creation and generation. This data may include information related to singulation, sortation, and general system events (e.g., startup, shutdown, logged errors, logged failures).

5. Functional Safety

Emergency Stops and Lock-Out Zones

The RSPSs will be deployed as independent cells that can be individually stopped and accessed for maintenance or issue resolution while other cells continue to run. This zone approach will include one zone for each RSPS, a separate zone for the order Tote infeed and outfeed conveyance, and a zone for the supply Box conveyance.

The physical E-Stops will be in the form of pushbuttons located on electrical cabinets, and pullcord E-Stops with line-break detection located along the edges of conveyors.

Safety Compliance

The Equipment shall be designed and verified to comply with applicable OSHA, RIA, ANSI and NFPA safety standards that have been released and published by the SoW execution date, including:

- OSHA (29 CFR 1910)



- ANSI/RIA 15.06
- ANSI B11.19
- ANSI B11.20
- ANSI/ASSE Z244.1
- ANSI/ASME B20.1
- NFPA 70
- NFPA 70E
- NFPA 79

6. Planning and Design, Integration Development and Site Preparation

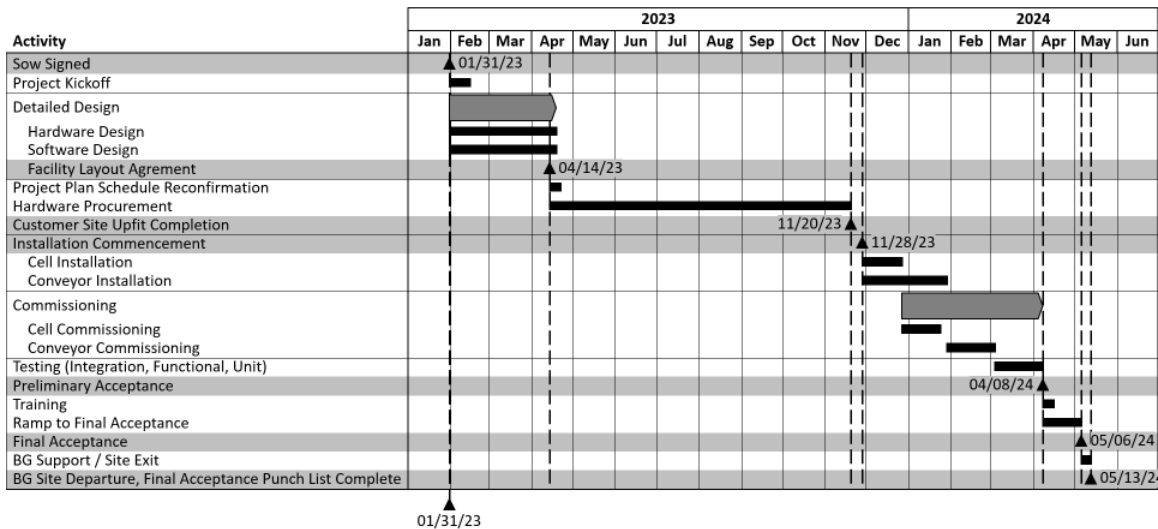
Project Plan and Detailed Design

BG will provide a detailed project plan (the “Project Plan”) to Customer for review and comment that shall outline BG System specifications and each parties’ respective tasks associated with the design and installation of the system and shall provide regular updates on progress via phone, email. An example project update is provided in **Appendix 5**.

Prior to start of installation of the BG Systems at the Site, and consistent with the Deployment Time Schedule, the following shall apply to support the creation of detailed drawings and specifications for the installation of the BG Systems (the “Design Documents”) for the project.

An estimated schedule is shown below. Dates will be jointly reviewed and confirmed at the end of the design phase.

BG will make reasonable efforts to use Customer Project Management platforms as necessary to ensure project execution.



Final Design Document Development

The specific dates and times for final system design and location in the facility will be finalized during the kickoff meeting and agreed to by the parties.

Customer shall provide as-built drawings with exact conveyor interface locations prior to site walkthrough in connection with the project kickoff (**Appendix 6**).



This phase includes three areas of focus:

- Facility Layout
- Process Layout
- WMS / WCS Integration

Facility layout includes confirmation of system location in the building, power and data drop locations, and MDF installation location. Process layout includes workflow confirmation (i.e., inbound tote flow or standard operating procedure updates). WMS / WCS integration includes defining WMS / WCS specification, detail development, and implementation of the interface. Final test plans will be developed and mutually agreed to by the Customer and BG. **Appendix 4** will be used as a template for a testing plan, and final test plans will be no less stringent than what is listed in **Appendix 4**.

Customer shall have the opportunity to review and discuss any changes to the Design Documents with BG. If Customer requested changes are required in order to accommodate the installation of the BG System(s) at the Site or if changes are required based on Customer operational or site information not available to BG at the time the Preliminary Design was prepared, any material changes will be subject to a Change Order. For the avoidance of doubt, changes required due to the errors, acts, or omissions of BG including but not limited to design errors or misunderstandings of the physical site as depicted in the Site Drawings provided by Customer available to BG when the Preliminary Design was prepared and attached as **Appendix 6** will not be subject to a Change Order.

Site Information

Customer shall provide BG with reasonable comprehensive access to, and all pertinent information regarding, the Site in order for BG to achieve efficiencies in implementing the deployment and preparation of the Design Documents and warrants that access and information regarding the site has been sufficient in the preparation of design drawings at the time of this SOW.

Site Inspections

Following reasonable advance notice from BG, Customer shall provide BG with reasonable comprehensive access to the Site as required for BG, in its reasonable judgment, to conduct all tests, surveys and inspections of the Site and each other location where any portion of the Work shall be performed, and surrounding locations, to the full extent BG, in its reasonable discretion, deems necessary or advisable for BG to undertake the Work.

Site Inspection Report

Within a reasonable time after the completion of a site inspection, if an additional site inspection will be performed, BG shall provide to Customer a written report setting forth Customer's responsibilities for the Site ("Customer Site Responsibilities") if such Site will require any specific Customer Responsibilities other than those set forth in this SOW. Any additional responsibilities may require the parties enter into a Change Order.

Detailed Design Document Preparation

The Design Documents shall be presented to Customer for review and BG and Customer will discuss any changes to the Design Documents with BG if changes will be required in order to accommodate the specific installation of a BG System at a specific Site.

System Interfaces and Reporting

Integration Development

As part of the design and planning process, prior to the Installation Commencement Date, Customer and BG will collaborate to integrate the BG Systems with the Customer System and other information technology systems owned or controlled by Customer. The process for integrating the systems shall be detailed in the Project Plan developed hereunder and both parties shall collaborate in good faith to complete the integration by each party to facilitate timely completion of the Project Milestones and to enable the RSPS to achieve Preliminary and Final Acceptance. Aspects of the integration shall include:



- Communication protocols
- Data exchange, including but not limited to queries, messaging, and events

WMS / WCS Integration Requirements

The WMS / WCS integration will be with Manhattan 2017 and shall be comprised of the following components:

- Data provided by the WMS / WCS to BG
 - Order Tote (WMS Carton)
 - Unique identifier for the order (not corresponding to any physical marker)
 - Unique item identifier
 - Quantity of each item
 - Work item identifier (wave / batch ID)
 - Order type indicator: whether a(n) order tote can be split or must remain intact
 - Supply Carton (WMS pick tote/case)
 - Work item identifier (wave / batch ID)
 - Unique identifier for the container (physical marker)
 - Unique item identifier
 - Quantity of each item
 - Item Attributes (barcode identifier, etc.)
 - Buffer Release
 - Supply Carton Unique identifier
- Data provided by BG to the WMS / WCS
 - Divert Confirm (to / from BG system)
 - Work item identifier (physical marker)
 - Unique item identifier
 - Quantity
 - Status (e.g., received by BG, unneeded, tote short, hospital, can't divert)
 - Order status updates with the following information
 - Order identifier
 - Sort location
 - Status (e.g., in progress, transfer complete, short, packed out)
- Protocol related messaging (e.g., heartbeats, ACK/NACK) as determined in the detailed design

Additional workflow integrations and exception cases not contemplated above discovered during the final system design that result in material changes to the scope of this SOW may require the parties will work together to put a Change Order in place.

WMS/BG Communication Emulation

BG will develop a standalone version of our WMS connector which communicates to the Customer WMS test environment for the purposes of WMS interface verification and ongoing software release verification. This software is the same and operates the same way as the production WMS interfacing software would and produces nominal necessary communication for system operation not including the various error messaging scenarios. This process establishes the necessary server/client connections to the customer WMS and communicates using the agreed upon interface and protocol, Sockets TCP.

System Reporting

Berkshire Grey shall make raw operational data from the Supplier System available to Customer via system integration with a Customer-provided reporting tool for purposes of report creation and generation. This data may include information related to singulation, sortation, and general system events (e.g., startup, shutdown, logged errors, logged failures).



Delivery & Installation

The specific dates and times for delivery and installation shall be mutually agreed to by the parties, provided that Customer shall not unreasonably withhold or delay its consent to requested dates and times by BG. On the agreed date and at the agreed time, Customer will provide access to one or more dock bays at the Site reserved for BG use when receiving BG equipment. Such docks must accommodate standard height 53' semi-trailers and be equipped with dock plates. During equipment delivery, Site personnel will allow and direct deliveries to the appropriate dock. Customer will provide BG with access to bring equipment into the Site. During equipment delivery, Customer will provide an un-obstructed pathway at least 17' wide connecting one or more dock doors to the location of the equipment storage and installation. Customer will limit traffic along this pathway during the delivery window to facilitate the movement of BG equipment.

Customer will provide space at the Site for a construction trailer, if requested by BG. BG will make arrangements for delivery and removal of construction trailer.

Server Requirements (Environmental, Power, and Network)

Each RSPS requires Customer to supply power drops and network cabling between MDF & IDF, and IDF & RSPS.

Main Distribution Frame ("MDF")

The following are the requirements for the MDF, which shall reside within the Site server room, all to be procured and maintained by Customer at its expense:

- Physical Space:
 - 1 Physical Spaces (dimensions below are per server rack):
 - Height 78.39inches (1991mm, 199.1cm)
 - Width 23.62inches (600mm, 60.0cm)
 - Depth 42.13inches (1070mm, 107.0cm)
- Power:
 - Two (2) NEMA L6-30R 200/208VAC 30A receptacle for connection to PDUs in BG Server Cabinet, with at least one of these UPS-backed
- Network:
 - WAN Bandwidth (for software upgrades, remote support, monitoring, data replication and log backups): Customer provided symmetric WAN circuit, either dedicated circuit or dedicated segment of larger circuit, min 20Mbps
 - Physical Network:
 - Two (2) 1000BaseT uplinks to customer's network (WMS and customer UI access – dual connections required for connection to active/standby routers in BG Server Cabinet)
 - If using a dedicated circuit for BG: Two (2) 1000BaseT uplinks to WAN router (data replication, log backup, remote access – dual connections required for connection to active/standby routers in BG Server Cabinet)
 - Two (2) 12 strand OM4 fiber bundles (multi-mode) to each IDF cabinet that services a BG zone, dedicated for BG network traffic. MTP 12F female terminations on both ends.
 - Customer Provided IP addresses:
 - 1 external (internet facing) IP address that will NAT to 1 (Customer internal) IP address attached to the Berkshire Grey firewall for VPN
 - 2 (minimum) (Customer network) IP addresses
 - Access Control List ("ACL") – Open TCP and UDP ports required for network connections between system on the one hand and the Customer System and other information technology systems own or controlled by Customer that are applicable to the use of the system on the other hand
 - Inbound (from Customer network): Customer UI, others as may be agreed based on WMS integration
 - Outbound (to Customer network): Customer NTP, others as may be agreed based on WMS integration
- Cooling: 15,000 BTU/hr.

- Note that if the system is expanded with additional RSPS/RPS, the above requirements are subject to change.

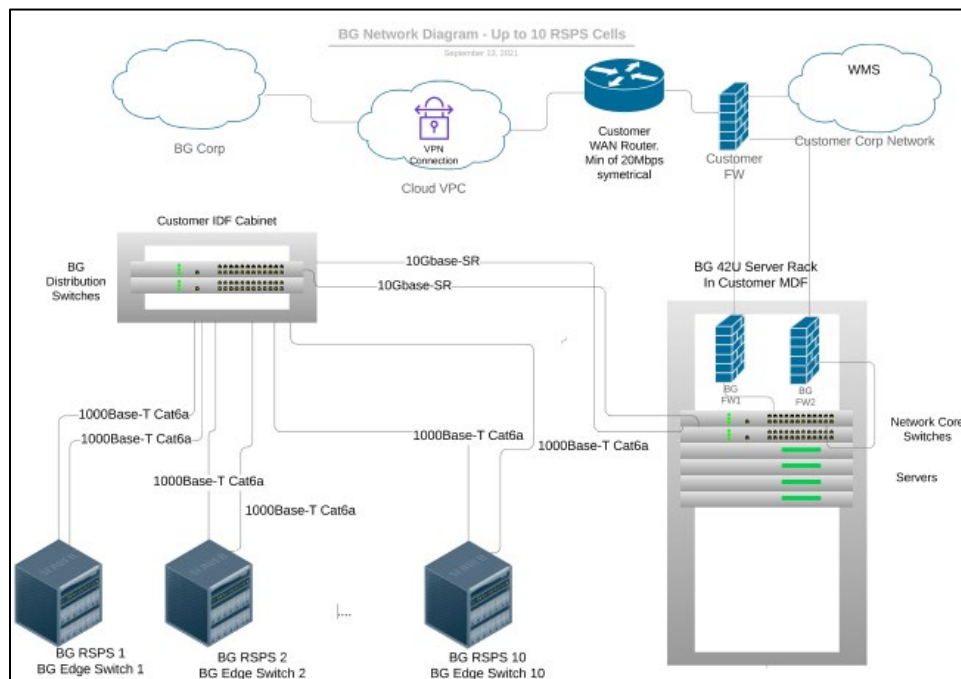
Intermediate Distribution Frame ("IDF")

The following are the requirements for the BG Network Switches to be installed in Customer-provided IDF cabinet(s), all such IDF cabinets to be procured and maintained by Customer at its expense:

- Cable Distances:
 - The maximum cat6a cable distance between the network switch in the IDF cabinet and the network switch at the BG Station/Cell is 80 meters. Cable distances greater than 80m will require more than one IDF cabinet location, or the use of OM4 fiber cabling between the IDF and the BG Station(s)/Cell(s)
- Physical Space:
 - 2U in each IDF cabinet for BG provided network switches
- Power:
 - Four (4) IEC C-13 200/208V UPS backed outlets
 - UPS uptime required: 20 minutes
- Network:
 - BG Dedicated Uplink to MDF: Two (2) 12 strand OM4 fiber bundles (multi-mode) to MDF, dedicated for BG network traffic (40Gbps). MTP 12F female terminations on both ends.
 - Per BG System (80m max cable lengths):
 - Two (2) 10Gbase-T copper (Cat6a) connections between IDF and the BG Station(s)/Cell(s)

Network Architecture

The network architecture for the system shall be as shown below unless otherwise agreed in writing by BG and Customer.



Per RSPS Power and Data Requirements

The following are the requirements for the RSPS infrastructure, which shall reside collocated with each RSPS, all to be procured and maintained by Customer at its expense:

- Power: Supply Circuit – One (1) 480VAC 3-phase, 30A (independent circuit), NEMA L16-30



- Power: Supply Circuit – One (1) 120VAC 1-phase, 15A, NEMA L5-15-1
- Power: Compute Supply Circuit – One (1) 120VAC 1-phase NEMA 5-20R (dedicated circuit)
- Network connection (80m max to nearest IDF):
 - Two (2) 10Gbase-T copper (Cat6a) RJ45 drop
 - Longer distances will require fiber cabling

Site Preparation Requirements

The following are Customer Responsibilities:

Task	Qty	Description of Work
Electrical and data drops	As required	All required electrical and data drops in the deployment area shall be the responsibility of the Customer.
Permitting		Any permits that may only be obtained by the tenant/owner of the building at the Site. BG shall provide reasonable support for any permits Customer must obtain to the extent the support relates to the scope of BG's responsibility.
Bollards	As required	Equipment for protecting BG System from MHE, etc. (quantity to be determined based on system final layout)
Hardware for integrating BG Systems into Customer's existing infrastructure		Includes materials, labor for the movement of ladders, catwalks, support infrastructure, per pre-agreed installation drawings, etc. Including, but not limited to: <ul style="list-style-type: none"> • Empty Tote return line added divert to supply BG system and interface location • Spurs from Dematic Sorter Divert locations • Empty Supply Carton Trash line • Sorter Control Logic Updates • Downlanes from Dematic Sorter feeding BG System must operator at 180 feet per minute.
Moving existing equipment/Site infrastructure		Removal and repositioning of all existing items in and around installation area including mezzanine installation, fire suppression, lighting,
Site		Access: Available doors for receipt of equipment Entry / exit for BG's personnel Installation area empty and cleaned Disposal: Waste disposal (trash cans, removal of shipping materials) Work Areas: Working area with desks Lavatories Internet and power for laptops
Testing support		All reasonably required support, including personnel to support testing at BG's reasonable request and products to support acceptance testing and other testing that may be agreed upon which shall be substantially consistent with Appendix 4.



BG & Installation Scope of Work Summary

BG and its licensed third-party installation partner shall perform the following Work at the Site:

- Transport of the Equipment components from receiving dock to installation area.
- Mechanical & electrical assembly of the Equipment components.
- Electrical and data wiring of the Equipment.
- Installation of compute stack.
- System functional test of all components.
- Installation and testing of safety systems.
- Integration with Customer's WMS and WCS systems (provided all integrations to be developed by Customer have been developed and are compatible with the BG System).
- Equipment acceptance testing as set forth in this SOW.

Responsibility Matrix

In addition to other obligations of each party as set forth in the Agreement and this SOW, the following allocation of responsibilities shall apply:

Pre-Installation

BG	Customer
<ul style="list-style-type: none"> • Equipment component sourcing • Equipment assembly • Equipment functional validation at BG designated site • Review of site preparation with Customer personnel • Conduct regular project status calls with Customer • Reasonably collaborate on Project Plan with Customer (using customer tools as necessary). • Obtain permits necessary for the Project other than those that can only be obtained by Customer as detailed above. 	<ul style="list-style-type: none"> • Participation in regular project status calls • WMS/WCS integration specification review • WMS/WCS integration development • WMS/WCS integration support and documentation • Site preparation needs as set forth in the 'Site Preparation Requirements' subsection of this document •

Installation & Acceptance

BG	Customer
<ul style="list-style-type: none"> • Creation of training materials • Conduct operational & safety training for Customer personnel • Conduct maintenance training for Customer personnel 	<ul style="list-style-type: none"> • Provide facility access to BG employees & contractors • Participation in training • Supporting acceptance testing

BG Permit Management

BG will investigate permit requirements by reviewing permitting rules and communicating with permitting authorities. Following its investigation, BG will report the results of its investigation and BG's recommendations regarding the need to retain a permit expediting service or firm, or subject matter experts (i.e., appropriate engineers to approve drawings needed for permit applications) required to prepare permit applications, to assure that completion of the Project shall not be delayed because of transportation or site permitting requirements. The parties will coordinate as needed so that BG can effectively and efficiently manage the permitting process.



7. Training

The following training programs will be provided by BG for a minimum of seven days, and until each role has a reasonable understanding of the Topics Covered, at mutually agreed upon times and locations, and BG will provide a detailed training plan to Customer prior to the commencement of any training hereunder. Training documentation will be provided for each role.

Class	Topics Covered	Sessions Included	Duration
Operator Training	<ul style="list-style-type: none"> System Overview Daily Operating Procedures Operator Safety and System Safety Troubleshooting HMI – Reference/Operation Exception Handling Personnel Safety 	3	2 Hours
System Management Training	<ul style="list-style-type: none"> Operator Training, System Startup/Shutdown and Fault Handling 	2	5 Hours
Maintenance Training	<ul style="list-style-type: none"> System Management Training <ul style="list-style-type: none"> Maintenance Routines System Diagnostics FRU failure modes Repair Procedures including – Validation and Testing 	2	1-2 Days

8. Testing and Acceptance

Overall Performance

The following table details the Performance Metric for the RSPS:

Performance metric	Description	Performance Target*
Operator Singulated sorts per hour (SSPH)	Singulated sorts per hour is the number of distinct items sorted by the RSPS each hour. Multiple items bagged together and sorted as one unit is considered a single induct.	1,600 SSPH

* SSPH does not account for delays such as Supply Carton availability, Supply Carton line congestion, Order Tote line congestion, Order Tote availability, WMS response time, operator performance, starvation, sustained Order Totes with less than 10 units per Tote, sustained Supply Cartons with less than 14 items picked from them in BG system, sustained allocations with fewer than 3.5 units / packs per Order Tote (or allocations for SKUs which cannot be handled by an operator and inducted 3.5 units / packs at a time), or processing of ineligible products (i.e., products that do not meet the dimensions below), etc. The performance target assumes that the system operator can induct from Supply Cartons at the rate set forth above, Supply Cartons are free of dunnage and do not require operators to cut open boxes or to open flaps or taped seams of boxes. Based on BG's experience this induction rate represents the reasonable performance level of a competent, healthy average operator who has been trained to use the BG System. Actual operator performance will be adversely impacted by operator time spent opening supply Boxes, removing dunnage from supply Boxes, or moving fully



depleted Supply Cartons to a trash line. Other performance expectations for system operating parameters other than those that will be used for acceptance testing are included at the end of this Section 8.

Operating Assumptions & Throughput Considerations

This subsection details key operational inputs that will impact the BG System's throughput performance and shows how the expected throughput performance will likely vary as those operational inputs vary.

Customer's current Operator Efficiency is 87%. This Efficiency is assumed for the operators at the new stations as well but should be reviewed during implementation. Operator Efficiency is the amount of work an operator actually performs across a period of time against the amount of work they could theoretically do in that time. This is akin to personal fatigue and delay.

The BG System performance is highly dependent on the nature of the orders that are supplied to the BG System. The following characteristics directly affect system performance:

- Inbound (Donor) Units per Carton – This affects the turnover of totes when an operator is picking units and the possible maximum Units per Grab.
- Outbound (Order) Units per Carton – This affects how often destination locations turn over and how often the system must kick out destination cartons.
- Operator Achievable Units per Grab – This is closely related to, but not identical to units per line. This diverges from units per line on high quantity items (an operator counting 12 units is slower than an operator counting 6 units twice) and high-volume items (sweatshirts, blankets, shoe boxes)

The following table is intended to convey high-level estimates of RSPS station throughput as these inputs change:

Avg. Units per IB Carton	Avg. Units per OB Carton	Avg. Units per Grab (Line)	BG Expected Active Throughput Estimate**
17.5	12.3	4.1	1,900
14.7	11	3.9	1,700
10.2	8.6	3.6	1,400
9.3	7.2	2.7	1,300

IB = Inbound

OB = Outbound

* SoW Throughput Metric for Final Acceptance

** Rates are before uptime and operator efficiency

The assumed order mix of the BG System used to determine the expected throughput rates in this Section are:

- 50% Wholesale
- 47% Factory House
- 3% Other volume

Milestone Definitions and Criteria

Preliminary Acceptance

"Preliminary Acceptance Criteria" means the successful sortation of products into order locations at the Site by each BG System. Successful sortation means that products would be processed through all applicable stages of sortation by the RSPS system without a non-operator-recoverable error or exception (unless the test is for recognizing an exception), demonstrating the end-to-end functionality of all BG Systems at the Site working as one group. Preliminary Acceptance Criteria does not require and does not include achievement of any specific rate of sortation by the BG System or uptime.



Final Acceptance

“Final Acceptance Criteria” means that all BG Systems at the Site working collectively and tested as a group, perform on average for the BG Systems as one group throughout the testing period set forth below to the following Specifications of Availability (Uptime) and Performance (Throughput):

Metric	Percentage
Performance (Throughput)	98% / 1,568 SSPH

Final Acceptance test procedures shall be mutually agreed upon by Customer and BG, such agreement not to be unreasonably withheld. Test criteria (i.e., test orders and products) are to be aligned with eligible products from the customer’s SKU set and order profiles. Final Acceptance is required prior to entering a live production environment.

The test for Final Acceptance will have a duration of 2-hours unless BG agrees otherwise, such agreement not to be unreasonably withheld. During testing for Final Acceptance, Customer shall make available to BG eligible products and required information via WMS integration (i.e., item information and orders) as shall be reasonably requested by BG so as not to impede full operation of the applicable tested BG System. During Final Acceptance testing, the systems will be operated by BG with Customer staff observing.

Products and required information via WMS integration to be used as part of the test for Final Acceptance shall (i) be proposed and provided by Customer, (ii) reflect a mix of different product sizes and types as defined in the SKU Eligibility section of this document, and (iii) be subject to the prior agreement of BG, such agreement not to be unreasonably withheld.

Final Acceptance Cooperation

Customer shall furnish operating personnel, equipment, supervision, material specified to be handled, power and other utilities and facilities so that the test for Final Acceptance of the BG System detailed above may occur. If for reasons beyond BG’s control, the test for Final Acceptance is not started within 5 business days of the date that BG notifies Customer that the BG System(s) are ready to be tested (which unless mutually agreed shall be no less than 30 days before anticipated test date), the BG System(s) shall be deemed to have achieved Final Acceptance. Without Customer’s approval, the Final Acceptance test date requested by BG shall not be before the target Final Acceptance date as may be mutually updated in the Project Plan.

If, after deemed Final Acceptance occurs, Customer still wants the BG System(s) to be tested to determine if the Final Acceptance Criteria have been met, BG will be compensated for any actual, documented additional costs to support the testing once Customer is ready to support the testing. This testing may be necessary to determine elements of the Final Acceptance Punch List as detailed below.

Final Acceptance Punch List

The Final Acceptance Punch List will be created to document anomalies, errors, and issues found, but not corrected during Final Acceptance testing. The Final Acceptance Punch List will be given to each functional leader for completion of assigned tasks by a deadline mutually agreed upon by Customer and BG. The parties will cooperate reasonably to resolve the Final Acceptance Punch List items.

BG shall proceed within seven calendar (7) days to complete and correct all items on the Final Acceptance Punch List. BG shall notify UA when the work shown on the Final Acceptance Punch List is completed. UA and BG will then make a further inspection to determine whether the work is finally complete. If such inspection discloses any item of work, whether or not previously identified, which must be completed or corrected as a condition of Final Payment, BG shall promptly complete or correct such item. Any secondary testing reasonably required as part of completion of the Final Acceptance Punch list shall not be billed back to Under Armour.

Acceptance Metric definitions

- *Scheduled time* is the total time the BG System was scheduled to be working in a given day. This will be the full length of an evaluation test or the sum of the shifts worked in a given day.
- *Unscheduled time* is the remaining time in the day when the BG System was planned to be off or idle. This will typically be the length of the off-shift time during the day and may include associate break times.



Scheduled time is further comprised of four separate classifications:

- *Active time* is the time when the station has inventory Totes available for picking.
- *Starvation* is the time when the BG system is waiting for inventory Totes, but none are available in the queue. Additionally, Starvation includes time when the BG system is waiting due to congestion on the sorter itself.
- *Customer downtime* is the time when the BG system is waiting idle because of some delay caused by Customer. An example includes waiting for a worker to respond to a system-issued intervention request beyond the pre-agreed response time.
- *Supplier downtime* is the time when the BG system should be capable of inducting inventory (inventory is available for induction and the sorter is functioning) but is stopped through some fault of the BG system itself (i.e., excluding starvation and Customer downtime). An example includes waiting for a worker to respond to a system-issued intervention request within a pre-agreed response time.

Availability metric definition

Availability specification shall be calculated as follows:

$$Availability = \frac{Scheduled\ time - Supplier\ downtime}{Scheduled\ time} \times 100$$

For the purposes of the Preliminary Acceptance test, *Scheduled time* equals 2 hours and *BG downtime* follows the definition provided in the section titled "Metric definitions".

Performance metric definition

Performance specification shall be calculated as follows:

$$Performance = \frac{Singulated\ sorts}{Specified\ System\ Performance \times Active\ time} \times 100$$

Where *Active time* follows the definition set forth in the section titled "Metric definitions".

Customer shall be performing all operations of the BG Systems post-Final Acceptance. BG Support will remain on site for 5 daily shifts, assisting 1 shift per day support of system operation (Monday through Friday 8:00 am – 5:00 pm local time) to complete training and handover. Additional ongoing support may be available with a managed services contract which is beyond the scope of this SOW.

9. Warranty Services and Support, Preventative Maintenance and Spares

Warranty Services and Support

Warranty services (including for equipment and software) will be provided in accordance with the System Support and Maintenance Program set forth in Appendix 1.

Following expiration of the Warranty Period, Customer may purchase support under the System Support and Maintenance Program by paying the applicable annual program Fees. BG will make the System Support and Maintenance Program services available for purchase for at least 10 years from the date of this SOW. In the event BG ceases support at any time, they will make available to Customer any material reasonably required to continue the System Support and Maintenance Program internally; provided that BG shall only be required to provide BG System Software in machine readable object code.

Preventative Maintenance

Preventative maintenance shall be performed and logged by Customer in accordance with Annex 1 of the SSMP. BG shall only provide preventative maintenance services as separately agreed by the Parties.



Spare Parts

The below table details categories of spare parts for the Site. A list of spare parts for the BG Systems ordered under this SOW shall be delivered by Supplier with final costs prior to Preliminary Acceptance. The recommended spares list is not linear with the number of BG Systems purchased as it is determined per site and per system. If the systems are used at multiple sites or if systems are added, the recommended spares kit or kits would need to be updated.

Category	Estimated Spare Parts Cost for RSPS
Scanner spares (i.e., bar code scanners, distance sensors)	\$30,000
Conveyor Spares (i.e., diverts, rollers, transmission bands, control cards)	\$70,000
Shuttle and slide assembly spares (i.e., linear rail spares, shuttle bucket, motors)	\$50,000
Compute and electrical hardware spares (i.e., drives, ethernet switches, electrical safety devices)	\$50,000
Total	\$200,000

10. Payments and Invoicing

Pricing

Item	Price*
8 BG RSPS systems as per scope of supply outlined in this SOW (Material)	\$5,479,953
8 BG RSPS systems as per scope of supply outlined in this SOW (Labor, Project Management, Deployment, & Systems Testing)	\$1,313,722
System Interface Conveyor (Supply Box Conveyor Network, Order Carton Conveyor Network, & Crossovers) (installation included) **	\$3,111,111
Spare Parts	\$200,000 (estimated)
Shipping and Handling – FCA site of manufacture or BG's facility with Customer to insure in transit.	Prepaid and Add \$200,000 (estimated)
Annual post-warranty System Support and Maintenance Program Fee for each 12-month period commencing immediately after the lapse of the Warranty Period ***	\$250,811
Customer Credit for Simulation Engineering Work	\$(50,000)
WMS/BG Emulation Development per request from UA IT	\$65,000
BG Permitting Services	TBD

* Exclusive of all taxes.

** System Interface Conveyor includes scope as represented by the preliminary layout drawing in Section 2. Final layout and design drawings are to be completed during detailed design, and any changes to the estimated items listed below (e.g., additional long runs of conveyor into the warehouse not pictured) will be addressed using a change order.



System Interface Conveyor Network	Quantity
Donor & Order Conveyor Network	2,570 ft
Overhead Trash Takeaway Conveyor Network	None - Out of Scope
Routing Scanners	11
Control HMI	1

*** System Support and Maintenance Program shall be provided for up to ten (10) years after the effective date of this SOW during which time the annual price shall be increased by not more than 3% per year (calculated each year with respect to the previous year). Support is provided on a site-by-site basis.

Payment Milestones

BG will invoice the Customer and Customer shall pay BG the Payment Amounts set forth in the table per the invoicing schedule provided below and the terms of the Agreement, except that Payment 1 shall be payable on April 1, 2023, instead of 45 days after invoice as required in Section 5 of the Agreement.

Payment Milestone #	Payment Amount (% of Total Price)	Time of Invoice
1	45% (\$4,457,154)	Payment 1 - Upon Execution of this SOW
2	20% (\$1,980,957)	Payment 2 - Upon Installation Commencement Date
3	15% (\$1,485,718)	Payment 3 - Upon Preliminary Acceptance
4	10% (\$990,478)	Payment 4 - Upon Final Acceptance
5	10% (\$990,478)	Payment 5 - Final Payment (Upon completion of the Final Acceptance Punch List)

Other Payments

Shipping and handling and Spare Parts are not included in the payment schedule above and will be invoiced when items are shipped.

Permitting fees and costs paid by BG are not included in the payment schedule above and may be invoiced monthly in arrears as they are incurred as cost plus 15%. Upon request, BG will provide documentation of the out-of-pocket costs incurred and passed through to Customer. These costs include items such as permit fees and third-party engineering costs.

BG will invoice Customer for the System Support and Maintenance Program fee at least 60 days in advance of last day of the Warranty Period and then at least 60 days in advance of each 12-month anniversary thereafter. The invoiced amount shall be payable in accordance with the Agreement, unless Customer notifies BG in writing at least 30 days prior to renewal that it elects not to continue the System Support and Maintenance Program after the then current 12-month period.

11. Appendices

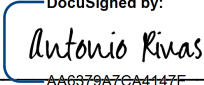
- Appendix 1 – System Support and Maintenance Program
- Appendix 2 – Preliminary Design
- Appendix 3 – Intentionally Omitted
- Appendix 4 – Performance Test Template
- Appendix 5 – Weekly Project Update Template
- Appendix 6 – As built facility drawing



12. Acceptance

Supplier agrees to provide the BG Systems, other equipment and services specified in this SOW provided Customer accepts this SOW, without modification, by signing in the space provided below on or before March 20, 2023.

Under Armour, Inc.

By:  DocuSigned by:
AA0379A7CA4147E...

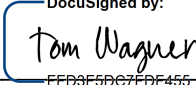
Name: Antonio Rivas

Title:

Date: VP Corporate FP&A

3/20/2023

Berkshire Grey, Inc.

By:  DocuSigned by:
FFD3F5DC7FDF455...

Name: Tom Wagner

Title:

Date: CEO

3/20/2023

Appendix 1 – System Support and Maintenance Program



BG - SSMPv5
2022-09-30.pdf

Appendix 2 – Preliminary Design



NDH Drawing
Distrib_BG Systems_'

Appendix 3 – Intentionally Omitted

Appendix 4 – Performance Test Template



Appendix 4 -
Performance Test Terr

Appendix 5 – Weekly Project Update Template

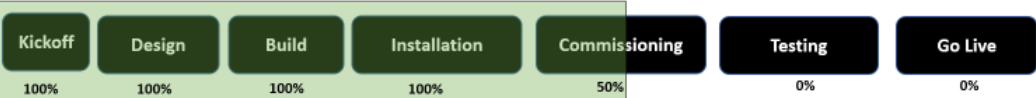
Below is an example template for project status meetings.

Customer– CITY, STATE RSPS | Weekly Status Report 10.26.22

Status Overview: Overall status update for project



Project Status



Status

Recent Activity

Description of recent activities

Next Steps:

Description of next steps

Key Issues, Actions, Risks

Actions:

Action 1

Action 2

Risks:

Key Risk 1

Key Risk 2

Key Risk 3

Task Name	Planned Finish	Actual Finish	Status	Owner
Task 1	Wed 6/15/22	Thurs 6/16/22	Closed	BG/Conveyor
Task 2	Fri 6/17/22	Wed 6/15/22	Closed	BG
Task 3	Thurs 6/30/22	Fri 7/15/22	Open	Customer



Appendix 6: As built facility drawing

