



*The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services*



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PETER J. OSTROSKY
STATE FIRE MARSHAL

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Agreement") is made this 18th day of July, 2019 by and between the Massachusetts Department of Fire Services on behalf of the Massachusetts State Police, Bomb Squad ("Bomb Squad"), an agency of the Commonwealth of Massachusetts whose address is State Road, Stow, MA 01775, and Boston Dynamics, Inc., 78th 4th Ave, Waltham, Massachusetts 02451 ("BD").

Whereas BD wishes to temporarily lease (the "Lease") to the Bomb Squad that certain piece of equipment set forth in Annex A (the "Equipment") for the period of ninety (90) days for the purpose of evaluating the robot's capabilities in law enforcement applications, particularly remote inspection of potentially dangerous environments which may contain suspects and ordinances.

Whereas, the Bomb Squad has agreed to lease the Equipment from BD upon the terms and conditions contained herein; and

Whereas the limited lease by the Bomb Squad serves a public purpose and promotes the public interest; and

Whereas, BD may, upon request, receive valuable information relative to the performance of the Equipment leased in accordance with the terms and conditions contained herein.

*Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy*

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BD and the Bomb Squad agree as follows:

1. Terms & Conditions

- a. The Equipment will be received only by the unit commander of the Bomb Squad. No other staff member is authorized to accept such equipment.
- b. The Lease will start on August 7, 2019 (begin date) and will end on November 5, 2019 (end date) (the "Lease Term").
- c. The parties expressly agree that all equipment received by the Bomb Squad under this Agreement is made without expectation that the Bomb Squad will purchase said equipment at any time.
- d. The acceptance and use of the Equipment does not constitute endorsement of said equipment by the Bomb Squad, DFS, the Commonwealth of Massachusetts or any of its departments.
- e. The duration, procedures and limitations for the use of the Equipment must be specified in writing by BD prior to delivery.
- f. The delivery, maintenance, and retrieval of the Equipment is the sole responsibility of BD unless otherwise agreed to in writing by the parties prior to delivery.
- g. The parties expressly agree that the Bomb Squad assumes the risk for any and all claims of damages arising out of the operation and use of the Equipment (excluding claims arising from product malfunction or defect of the Equipment when used in accordance the permitted uses and specifications set forth in the BD-provided training or user guide) while in its possession under terms of this Agreement. The Bomb Squad will use reasonable care in the use the Equipment,

and assumes all responsibility for any equipment that is lost, damaged or destroyed while in the care and custody of the Bomb Squad.

h. If requested in writing, the Bomb Squad will complete survey and evaluation forms provided by BD relative to the performance of the Equipment. Said survey and evaluation forms are for the information and use of BD and may not be used in whole or in part in any manner which suggests endorsement of the Equipment or BD by the Bomb Squad, DFS, the Commonwealth or any of its departments, in violation of state law.

i. Both parties and their agents expressly agree that no reference will be made in any type of advertisement, in whatever form, to the Lease, use or evaluation of any equipment, the subject of this agreement, by the Bomb Squad, DFS, the Commonwealth or any of its departments.

j. The Bomb Squad, Massachusetts Department of State Police and the Massachusetts Department of Fire Services shall not take or post any public photographs of the Equipment during or after the Lease Term. This provision shall survive expiration or termination of the Agreement.

2. **Entire Agreement**

This Agreement represents the entire agreement between the parties and supersedes all prior agreements, oral or written. No amendment to this Agreement shall be effective unless signed by both parties and no assignment shall be permitted unless consented to by the non-assigning party.

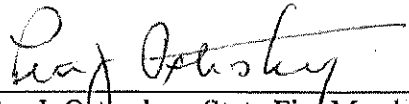
3. **Agency Liability / Governing Law**

The Bomb Squad shall use reasonable good faith to fulfill its obligations under this Agreement and shall not be liable for any actions taken or omitted in connection with this

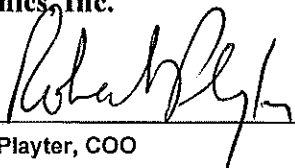
Agreement, except as set forth herein. Any dispute between the parties shall be governed by the laws of the Commonwealth of Massachusetts.

Executed as a sealed instrument by the parties hereto as of the date first above written.

Massachusetts Department of Fire Services

By: 
Peter J. Ostroskey, State Fire Marshal

Boston Dynamics, Inc.

By: 
Robert Playter, COO

ANNEX A
Equipment

One Boston Dynamics Spot Robot ("Spot") as configured and with the accessories set forth below:

- Base platform: 1 Spot Beta with Release 1.0 software
- Communications: 2 Persistent Systems radios.
- 1 Charger for Persistent Systems radios.
- 2 Spot batteries
- 1 Spot battery charger (power loader) with cables
- 1 JXD tablet controller with Release 1.0 software
- 1 micro-USB charger for JXD tablet
- 1 storage and transportation case for Spot.