# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

# FORM 8-K

**CURRENT REPORT**
**Pursuant to Section 13 or Section 15(d)**
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): July 23, 2023**

# SYMBOTIC INC.
**(Exact name of registrant as specified in its charter)**

| | | |
|---|---|---|
| **Delaware**<br>(State or other jurisdiction of incorporation or organization) | **001-40175**<br>(Commission File Number) | **98-1572401**<br>(I.R.S. Employer Identification Number) |
| **200 Research Drive**<br>**Wilmington, MA**<br>(Address of principal executive offices) | | **01887**<br>(Zip Code) |

**(987) 284-2800**
**Registrant's telephone number, including area code**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation to the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Class A common stock, par value $0.0001 per share | SYM | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Introductory Note**

On July 23, 2023, Symbotic Inc., a Delaware corporation (the "Company"), Symbotic Holdings LLC, a Delaware limited liability company ("Symbotic Holdings"), and Symbotic LLC, a Delaware limited liability company ("Symbotic LLC" and, together with the Company and Symbotic Holdings, the "Symbotic Group"), entered into a Framework Agreement (the "Framework Agreement") with Sunlight Investment Corp., a Delaware corporation ("Sunlight"), SVF II Strategic Investments AIV LLC, a Delaware limited liability company ("SVF" and, together with Sunlight, "SoftBank"), and GreenBox Systems LLC, a Delaware limited liability company ("GreenBox"), related to the formation of GreenBox as a strategic joint venture between the Symbotic Group and SoftBank, the entry into a Limited Liability Company Agreement of GreenBox (the "LLC Agreement") and Master Services, License and Equipment Agreement (the "Commercial Agreement") and issuance of a warrant (the "Warrant") to purchase Class A Common Stock of Symbotic, each described below.

GreenBox was established on July 21, 2023, and will build and automate supply chain networks globally by operating and financing the Company's advanced A.I. and automation technology for the warehouse. Symbotic Holdings and Sunlight own 35% and 65% of GreenBox respectively. On July 23, 2023, GreenBox entered into a Commercial Agreement with Symbotic LLC with respect to the purchase of Symbotic's automated case handling systems, as described below.

Contemporaneously with entry into the Framework Agreement, The RBC Millennium Trust and the Richard B. Cohen Revocable Trust (the "RC Entities") entered into a stock purchase agreement with SVF, pursuant to which, among other things and subject to the terms and conditions thereof, the RC Entities will sell 17,825,312 shares of Class A Common Stock of the Company to SVF for an aggregate of $500 million.

**Item 1.01 Entry into a Material Definitive Agreement**

***Framework Agreement***

The first paragraph of the "Introductory Note" is hereby incorporated by reference herein.

*Standstill*. The Framework Agreement also subjects SoftBank and its controlled affiliates, on the terms and subject to the conditions set forth in the Framework Agreement, to a standstill agreement for a period commencing on the date of the Framework Agreement until the earlier of (i) the fourth anniversary of the execution and delivery of the Framework Agreement and (ii) the date on which SoftBank and its affiliates collectively own less than 5% of the fully diluted equity interests of the Company.

*Board Observer*. In the event that Company's board does not include at least one full-time employee of SoftBank or its affiliates, the Framework Agreement requires the Company to invite a representative designated by SoftBank to attend all meetings of its board in a nonvoting observer capacity. The Company shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors at the same time and in the same manner as provided to such directors.

The foregoing description of the Framework Agreement is not complete and is qualified in its entirety by reference to the copy of the Framework Agreement filed as Exhibit 10.1 hereto, which is incorporated herein by reference.

***LLC Agreement***

On July 23, 2023, as contemplated by the Framework Agreement, Symbotic Holdings, Sunlight and GreenBox entered into the LLC Agreement to set forth their interests, rights and obligations relating to GreenBox, the management and operation of GreenBox and the economic arrangement among the parties relating to GreenBox. On the terms and subject to the conditions set forth in the LLC Agreement, the board of managers for GreenBox will be composed of three managers, one designated by Sunlight, one designated by Symbotic Holdings and one independent manager designated by the unanimous consent of Sunlight and Symbotic Holdings to the extent such member remains a Major Investor (as defined in the LLC Agreement), who will initially be appointed as promptly as practicable following the formation of GreenBox.

Symbotic Holdings and Sunlight have capital commitments of approximately $1.7 billion and $3.2 billion, respectively, to fund GreenBox. Sunlight's commitment is supported by an equity commitment letter from SVF.

Although the Company is exposed to economic variability from GreenBox's performance, GreenBox does not consolidate because the Company is not the primary beneficiary and does not have the power to direct the activities that most significantly impact GreenBox's performance.

The foregoing description of the LLC Agreement is not complete and is qualified in its entirety by reference to the copy of the LLC Agreement filed as Exhibit 10.2 hereto, which is incorporated herein by reference.

***Commercial Agreement***

On July 23, 2023, as contemplated by the Framework Agreement, Symbotic LLC and GreenBox entered into the Commercial Agreement, which sets forth the terms, conditions, rights and obligations governing the design, installation, implementation and operation of Symbotic systems by the Company for GreenBox. On the terms and subject to the conditions set forth therein, the Commercial Agreement provides for a commitment from GreenBox to expend at least $7,500,000,000 in the aggregate to purchase Symbotic systems over a six-year period pursuant to an agreed-upon timeline with implementation of Symbotic systems expected to begin in fiscal year 2024. For each Symbotic system, GreenBox pays the Company: (i) the cost of implementation, including the cost of material and labor, plus a specified net profit amount; (ii) for software maintenance and support; and (iii) for spare parts and other miscellaneous expenses. The initial term of the Commercial Agreement expires on July 23, 2027, subject to a two-year extension by GreenBox if, at the end of the initial term, Project SOWs (as defined in the Commercial Agreement) have not been executed with respect to Symbotic systems with an aggregate purchase price of GreenBox's purchase commitment. At any time, either party may terminate the Commercial Agreement in the event of insolvency of the other party or a material breach of the other party that has not been cured. In the event the Company, through its ordinary course succession planning efforts, does not have a named successor to Richard B. Cohen as Chief Executive Officer of the Company at such time Mr. Cohen is no longer employed by the Company, GreenBox may elect to reduce its then outstanding Purchase Commitment (as defined in the Commercial Agreement) by 50%.

The foregoing description of the Commercial Agreement is not complete and is qualified in its entirety by reference to the copy of the Commercial Agreement filed as Exhibit 10.3 hereto, which is incorporated herein by reference.

**Item 3.02 Unregistered Sales of Equity Securities.**

On July 23, 2023, the Company issued the Warrant to Sunlight, which allows Sunlight to acquire up to 11,434,360 shares of Class A Common Stock of the Company (subject to dilution and customary adjustments) upon satisfaction of certain vesting conditions, at an exercise price as set forth in the Warrant.

The foregoing description of the Warrant is not complete and is qualified in its entirety by reference to the copy of the Warrant filed as Exhibit 4.1 hereto, which is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On July 23, 2023, the Company issued a press release and an investor presentation announcing the transactions described above. Copies of the press release and investor presentation are attached hereto as Exhibits 99.1 and 99.2, respectively. Each such exhibit and the information set forth therein shall not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise be subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

**Forward-Looking Statements**

This communication contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, but not limited to, the Company's expectations or predictions of future financial or business performance or conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning the Company's possible or assumed future actions, business strategies, events, backlog, or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates," or "intends" or similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. Certain of these risks are identified and discussed in the Company's filings with the U.S. Securities and Exchange Commission (the "SEC"), including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained therein. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and the Company believes there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and the Company is not under any obligation, and expressly disclaims any obligation, to update, alter or otherwise revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports which the Company has filed or will file from time to time with the SEC.

In addition to factors previously disclosed in the Company's filings with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: failure to realize the benefits expected from the transactions described herein (the "Transactions"); business disruption following the Transactions; the occurrence of any event, change or other circumstance that could give rise to the termination of the agreements entered into in connection with the Transactions; the effect of the announcement of the Transactions on the Company's business relationships, performance, and business generally; the amount of the costs, fees, expenses and other charges related to the Transactions; and other consequences associated with joint ventures and legislative and regulatory actions and reforms.

Any financial projections in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond the Company's control. While all projections are necessarily speculative, the Company believes that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this communication should not be regarded as an indication that the Company, or its representatives, considered or consider the projections to be a reliable prediction of future events.

Annualized, pro forma, projected and estimated numbers are used for illustrative purposes only, are not forecasts and may not reflect actual results.

This communication is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in the Company and is not intended to form the basis of an investment decision in the Company. All subsequent written and oral forward-looking statements concerning the Company, the proposed Transactions or other matters and attributable to the Company or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

**Item 9.01 Exhibits.**

| Exhibit | Description |
|---|---|
| 4.1 | Warrant to Purchase Class A Common Stock, between Symbotic Inc. and Sunlight Investment Corp., dated as of July 23, 2023. |
| 10.1*++ | Framework Agreement, by and among Symbotic Inc., Symbotic Holdings LLC, Symbotic LLC, Sunlight Investment Corp., SVF II Strategic Investments AIV LLC and GreenBox Systems LLC, dated as of July 23, 2023. |
| 10.2*++ | Limited Liability Company Agreement of GreenBox Systems LLC, by and among GreenBox Systems LLC, Symbotic Holdings LLC and Sunlight Investment Corp., dated as of July 23, 2023. |
| 10.3*++ | Master Services, License and Equipment Agreement, by and between GreenBox Systems LLC and Symbotic LLC, dated as of July 23, 2023. |
| 99.1 | Press Release, dated July 24, 2023. |
| 99.2 | Investor Presentation, dated July 24, 2023. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

* Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Item 1.01 of Form 8-K and Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

++ Certain confidential information contained in this document, marked by brackets and asterisks, has been omitted pursuant to Item 1.01 of Form 8-K and Item 601(b)(10)(iv) of Regulation S-K, because the Company customarily and actually treats such information as private or confidential and the omitted information is not material.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 24, 2023

Symbotic Inc.

By: /s/ Thomas Ernst
Name: Thomas Ernst
Title: Chief Financial Officer and Treasurer

**Exhibit 4.1**

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED AS PERMITTED BY THE RULES OF THE SECURITIES AND EXCHANGE COMMISSION BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) CUSTOMARILY AND ACTUALLY TREATED BY THE REGISTRANT AS PRIVATE OR CONFIDENTIAL.

EXECUTION VERSION

THIS WARRANT AND THE SECURITIES ISSUABLE ON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE WITHIN THE UNITED STATES AND ACCORDINGLY MAY NOT BE, DIRECTLY OR INDIRECTLY, SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, ASSIGNED OR OTHERWISE DISPOSED OF OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING THIS WARRANT AND SUCH SECURITIES UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY STATE WITHIN THE UNITED STATES OR AN EXEMPTION THEREFROM UNDER THE SECURITIES ACT AND UNDER APPLICABLE SECURITIES LAWS OF ANY STATE WITHIN THE UNITED STATES AND, IF REQUESTED BY THE COMPANY (OR ANY SUCCESSOR OR PERMITTED ASSIGNEE THEREOF), AN OPINION REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT HAS BEEN RENDERED BY LEGAL COUNSEL TO THE HOLDER OF SUCH SECURITIES.

THIS WARRANT AND THE SECURITIES ISSUABLE ON EXERCISE HEREOF ARE FURTHER SUBJECT TO THE TERMS AND CONDITIONS OF THIS WARRANT, THE COMPANY'S CERTIFICATE OF INCORPORATION, THE COMPANY'S BYLAWS AND THE FRAMEWORK AGREEMENT, DATED JULY 23, 2023 (THE "FRAMEWORK AGREEMENT"), BY AND AMONG THE COMPANY, HOLDER, SYMBOTIC HOLDINGS, SYMBOTIC LLC, SVF II STRATEGIC INVESTMENTS AIV LLC AND GREENBOX SYSTEMS LLC. NO, DIRECT OR INDIRECT, SALE, OFFER FOR SALE, PLEDGE, HYPOTHECATION, ASSIGNMENT OR OTHER DISPOSITION OR TRANSFER OF THIS WARRANT OR SUCH SECURITIES MAY BE EFFECTED EXCEPT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS WARRANT, THE COMPANY'S CERTIFICATE OF INCORPORATION, THE COMPANY'S BYLAWS AND THE FRAMEWORK AGREEMENT.

**SYMBOTIC INC.**

**WARRANT TO PURCHASE CLASS A COMMON STOCK**

Warrant No. 5 July 23, 2023 (the "Issue Date")

Symbotic Inc., a Delaware corporation (the "Company"), for value received, certifies and agrees (this warrant and any other warrants delivered in substitution or exchange herefor as provided herein, this "Warrant") that Sunlight Investment Corp., a Delaware corporation (the "Holder"), is entitled, in accordance with the terms and subject to the conditions set forth herein, to purchase from the Company up to 11,434,360 (calculated in accordance with Exhibit C) duly authorized and validly issued shares of Class A Common Stock, par value $0.0001 per share, of the Company (subject to adjustment as provided in Section 4, the "Warrant Shares") at $41.9719 per Warrant Share (subject to adjustment as provided in Section 4, the "Exercise Price"). This Warrant has been issued pursuant to the terms of the Framework Agreement.

1. Term. In accordance with the terms and subject to the conditions set forth herein, the Holder may exercise this Warrant for all or any other amount of Warrant Shares that have vested pursuant to the fourth sentence of this Section 1 at any time or from time to time after the First Milestone Date and prior to the applicable Expiration Time for such Warrant Shares pursuant to Section 2.5 (such period, the "Exercise Period"). Nothing contained herein shall confer any right upon the Holder to subscribe for or purchase, acquire, accept or receive any Warrant Shares at any time before or after the applicable Exercise Period, and from and after the end of the applicable Exercise Period, this Warrant and all rights hereunder shall be void and of no value. No Warrant Shares are vested as of the date of this Warrant. Subject to adjustment as provided in Section 4, the Warrant Shares shall become vested according to the following schedule:

a) On the date on which total Expenditures made by GreenBox Systems LLC during the Vesting Period exceeds $937,500,000 (such date, the "First Milestone Date"), such number of Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the First Milestone Date and (B) the denominator of which is 609,375,000 and (ii) 1.0;

b) On the date on which total Expenditures made by GreenBox Systems LLC during the Vesting Period exceeds $1,875,000,000 (such date, the "Second Milestone Date"), such number of additional Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the Second Milestone Date and (B) the denominator of which is 1,218,750,000 and (ii) 1.0;

c) On the date on which total Expenditures made by GreenBox Systems LLC during the Vesting Period exceeds $2,812,500,000 (such date, the "Third Milestone Date"), such number of additional Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the Third Milestone Date and (B) the denominator of which is 1,828,125,000 and (ii) 1.0;

d) On the date on which total Expenditures made by GreenBox Systems LLC during the Vesting Period exceeds $3,750,000,000 (such date, the "Fourth Milestone Date"), such number of additional Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the Fourth Milestone Date and (B) the denominator of which is 2,437,500,000 and (ii) 1.0;

e) On the date on which total Expenditures made by GreenBox Systems LLC during the Vesting Period exceeds $4,687,500,000 (such date, the "Fifth Milestone Date"), such number of additional Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the Fifth Milestone Date and (B) the denominator of which is 3,046,875,000 and (ii) 1.0;

f) On the date on which GreenBox Systems LLC has made Expenditures greater than $5,625,000,000 during the Vesting Period (such date, the "Sixth Milestone Date"), such number of additional Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the Sixth Milestone Date and (B) the denominator of which is 3,656,250,000 and (ii) 1.0;

g) On the date on which total Expenditures made by GreenBox Systems LLC during the Vesting Period exceeds $6,562,500,000 (such date, the "Seventh Milestone Date"), such number of additional Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the Seventh Milestone Date and (B) the denominator of which is 4,265,625,000 and (ii) 1.0; and

h) On the date on which total Expenditures made by GreenBox Systems LLC during the Vesting Period exceeds $7,500,000,000 (such date, the "Eighth Milestone Date"), such number of additional Warrant Shares shall become vested equal to the product of 1,429,295 multiplied by the lesser of (i) a fraction (A) the numerator of which is the aggregate Funded Commitment Amount of SB Member as of the Eighth Milestone Date and (B) the denominator of which is 4,875,000,000 and (ii) 1.0.

The Company and the Holder agree and acknowledge that the payment in full of the Expenditures by GreenBox Systems LLC shall constitute notice by the Company and acceptance by the Holder of the achievement of the applicable milestone under this Section 1, and no further notice of the vesting of the Warrant Shares will be required hereunder.

2. Exercise.

2.1 Optional Exercise. During the applicable Exercise Period with respect to any Warrant Shares, the rights under this Warrant may be exercised by the Holder with respect to any Warrant Shares that have vested during the Vesting Period, in whole or in part, at the Holder's election by:

(a) (i) surrendering this Warrant and (ii) delivering a duly executed Notice of Exercise, in each case, to the Company via delivery in accordance with Section 17; and

(b) either by:

(1) instructing the Company to withhold, extinguish and cancel a number of Warrant Shares then issuable upon exercise of this Warrant with an aggregate Fair Market Value as of the Exercise Date equal to such Aggregate Exercise Price (a "Cashless Exercise") (it being understood that the relevant "date of determination" for the purposes of calculating "Market Price" and "Fair Market Value" in accordance with this Section 2.1(b)(1) shall be the relevant Exercise Date); or

(2) making payment to the Company of the Aggregate Exercise Price by wire transfer of immediately available funds to an account designated in writing by the Company.

2.2 Exercise Date. Any exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business (a) in the case of voluntary exercise, on the day (x) on which the Notice of Exercise pursuant to Section 2.1 is deemed to be delivered pursuant to Section 17 or (y) if a later date is specified in the Notice of Exercise, such later date, and (b) in the case of automatic exercise pursuant to Section 7.1, immediately prior to, but conditioned on, consummation of the applicable Cash Transaction causing the automatic exercise to occur pursuant to Section 7.1 (such date, an "Exercise Date").

2.3 Mechanics of Exercise. On or before the first Trading Day following the date on which the Holder has delivered the applicable Notice of Exercise, the Company shall transmit by electronic mail an acknowledgment of confirmation of receipt of the Notice of Exercise to the Holder and the Company's transfer agent (the "Transfer Agent"). Subject to any reasonable delay pursuant to Section 13, so long as the Holder delivers the Aggregate Exercise Price (or with respect to a Cashless Exercise, once a determination of the Fair Market Value has been made) on or prior to 5:00 p.m. on any Trading Day following the date on which the Notice of Exercise has been delivered to the Company, then on or before the third Trading Day following the later of (a) the date on which the Company receives the Aggregate Exercise Price (or with respect to a Cashless Exercise, once a determination of the Fair Market Value has been made) and (b) the Exercise Date (or such earlier or later date as required pursuant to the Exchange Act or other applicable law, rule or regulation for the settlement of a trade of such Warrant Shares initiated on the applicable Exercise Date), the Company shall (x) provided that (i) the Transfer Agent is participating in The Depository Trust Company ("DTC") Fast Automated Securities Transfer Program ("FAST") and (ii) the Warrant Shares issued upon any exercise are registered under the Securities Act, credit such aggregate number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit / Withdrawal At Custodian system, or (y) if the Transfer Agent is not participating in FAST or the Warrant Shares issued upon any exercise are not registered under the Securities Act, provide the Holder an account statement evidencing a credit of book-entry shares, registered in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise. The Company shall be responsible for all fees and expenses of the Transfer Agent and all fees and expenses with respect to the issuance of Warrant Shares via DTC, if any, including for same day processing. Upon delivery of the Notice of Exercise (or if applicable, once a determination of the Fair Market Value has been made), the Holder shall be deemed for all corporate purposes to have become the holder of record and beneficial owner of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder's DTC account or the date of delivery of the certificates or evidence of credit of book-entry shares evidencing such Warrant Shares, as the case may be. The Company's obligations to issue and deliver Warrant Shares in accordance with the terms and subject to the conditions hereof are

absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination; provided, however, that the Company shall not be required to deliver Warrant Shares with respect to an exercise prior to the Holder's delivery of the Aggregate Exercise Price (or, with respect to a Cashless Exercise, prior to the delivery of a notice of Cashless Exercise and the determination of the Fair Market Value) with respect to such exercise. Notwithstanding anything to the contrary in this Section 2.3, in the case of an automatic exercise pursuant to Section 7.1 hereof, the provisions of Section 7.1 shall apply and the Company shall not be required to deliver any Warrant Shares pursuant to this Section 2.3.

2.4 New Warrant. As soon as practicable after an Exercise Date (and in any event within five Business Days thereafter), if such exercise is in part only, the Company, at its expense, shall cause to be issued in the name of, and delivered to, the Holder, or otherwise as the Holder may direct (subject to Section 13), a new Warrant substantially identical in form hereto for the purchase of a number of Warrant Shares equal to the difference of the number of Warrant Shares subject to this Warrant *minus* the number of Warrant Shares that are the subject of such partial exercise.

2.5 Expiration Time. The Company and the Holder agree and acknowledge that all rights hereunder shall be void and of no value, and this Warrant shall not be exercisable as of 5:00 p.m. New York City time on the later of (i) the Vesting Period End Date and (ii) the date that is the 36-month anniversary of the date on which such vested Warrant Shares actually become vested (the "Expiration Time"). For the avoidance of doubt, in no event shall this Warrant be exercisable after the Final Expiration Time.

3. Representations and Warranties.

3.1 Company. The Company represents, warrants, covenants and agrees that:

(a) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(b) All Warrant Shares issued upon the exercise of this Warrant shall, upon issuance, be (i) free of all Liens, other than those restrictions under applicable federal and state securities Laws, as set forth in the Company's then-applicable Organizational Documents or the Framework Agreement or caused by the Holder or any of its Affiliates and (ii) validly issued, fully paid and non-assessable.

(c) The Company shall at all times prior to the Final Expiration Time have authorized, and reserved for issuance a sufficient number of shares of Class A Common Stock to provide for the exercise of the rights represented by this Warrant.

(d) Assuming all consents, approvals, authorizations, filings and notifications required under applicable Law are obtained or made by the Holder, as applicable, the Company shall ensure that all Warrant Shares issued pursuant to this Warrant shall be issued without violation by the Company of any applicable Law in all material respects.

3.2 Holder. The Holder represents, warrants, covenants and agrees that:

(a) The Holder is acquiring this Warrant (including the Warrant Shares issuable hereunder) solely for investment, for its account or accounts and not with a view to, or for resale in connection with, the distribution or other disposition thereof, except for such distributions and dispositions which are (i) explicitly permitted or contemplated under the terms of the Company's Organizational Documents the Framework Agreement or this Warrant, as applicable, and (ii) effected in compliance with the Securities Act, the rules and regulations of the SEC promulgated thereunder and all applicable state securities and "blue sky" laws.

(b) The Holder's financial situation is such that it can afford to bear the economic risk of holding this Warrant (including the Warrant Shares issuable hereunder) for an indefinite period of time and can afford to suffer a complete loss of its investment in the Company.

(c) The Holder's knowledge and experience in financial and business matters are such that it is capable of evaluating the merits and risks of its acquisition of this Warrant (including the Warrant Shares issuable hereunder).

(d) The Holder is an "accredited investor" (within the meaning of SEC Rule 501(a) of Regulation D promulgated under the Securities Act). The Holder acknowledges this Warrant may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under applicable securities Law, except pursuant to an applicable exemption therefrom, without compliance with any other applicable Law, and in compliance with the terms and conditions set forth in this Warrant the Framework Agreement and the Company's Organizational Documents, which the Holder acknowledges includes certain limitations with respect to this Warrant (and the Warrant Shares issuable hereunder).

(e) The Holder acknowledges that it has been afforded: (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, Representatives of the Company concerning the terms and conditions of the transactions contemplated hereby, this Warrant (including the Warrant Shares issuable hereunder) and the merits and risks of investing in this Warrant (including the Warrant Shares issuable hereunder), and any such questions have been answered to the Holder's reasonable satisfaction; (ii) access to information about the Company and its Subsidiaries and its and their financial

condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment and any such additional information has been provided to the Holder's reasonable satisfaction; and (iv) the opportunity to ask questions of management of the Company and any such questions have been answered to the Holder's reasonable satisfaction. The Holder has sought such accounting, legal and tax advice as it has considered necessary to make an informed decision with respect to its acquisition of this Warrant (including the Warrant Shares issuable hereunder).

4. Adjustment Upon Certain Events. To prevent dilution of the exercise rights granted under this Warrant, the Exercise Price and the number of Warrant Shares issuable upon exercise of this Warrant shall be subject to adjustment from time to time as set forth in Section 4.1 (in each case, after taking into consideration any prior adjustments pursuant to Section 4.1). If the Holder, in good faith and acting reasonably, disagrees with any such adjustment made by the Company, the Holder shall promptly provide written notice of such disagreement to the Holder, specifying in reasonably sufficient detail the basis for such disagreement and including any applicable backup information required to support such conclusion; provided, that any failure to so notify will not affect the rights and obligations of the parties hereto. Upon the Company's receipt of such written notice, the ultimate parent Chief Executive Officer of the Holder and the Company (or other senior executives) shall, in good faith and acting reasonably, attempt to resolve such disagreement for 30 days. To the extent that a resolution is not reached by such persons within such 30 days, the dispute may then be resolved in accordance with Section 15. Other than pursuant to Section 4.1, the Exercise Price and the number of Warrant Shares issuable upon exercise of this Warrant shall not be subject to any adjustment of any kind at any time.

4.1 Adjustment.

(a) If the Company (i) declares and pays a dividend or makes a distribution on any of its equity securities, in either case payable in additional Class A Common Stock or in Options or Convertible Securities or (ii) subdivides (by stock split or otherwise) or reclassifies any of the outstanding Class A Common Stock into a greater number of Class A Common Stock, then the Exercise Price in effect immediately prior to any such dividend, distribution or subdivision shall be proportionately reduced and the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately increased.

(b) If the Company combines or reclassifies (by reverse stock split or otherwise) any of the outstanding Class A Common Stock into a smaller number of Class A Common Stock, then the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately decreased.

(c) If at any time there shall be any internal reorganization, recapitalization, merger or consolidation involving the Company that does not constitute a Change of Control (a "Reorganization") in which shares of the Company's Class A Common Stock are converted into or exchanged for securities, cash or other property, then, as a part of such Reorganization, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor entity resulting from such Reorganization, equivalent in value to that which a holder of the Warrant Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if the right to purchase the Warrant Shares hereunder had been exercised immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the board of directors or equivalent governing body of the successor entity) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization (including provisions for adjustments of the number of securities purchasable and receivable upon the exercise of this Warrant) to the end that the provisions of this Warrant shall be applicable after the event, as near as reasonably may be, in relation to any securities or other securities deliverable after that event upon the exercise of this Warrant.

(d) [Reserved]

(e) Any adjustment under this Section 4.1 shall become effective at the close of business on the record date of any such dividend or distribution or the effective date of any such subdivision, reclassification, combination or issuance, as the case may be.

(f) Upon any adjustment in accordance with this Section 4.1, the Company shall give notice thereof to the Holder, which notice shall state the event giving rise to the adjustment, the Exercise Price as adjusted and the number of equity securities or other property purchasable upon the exercise of the rights under this Warrant, setting forth in reasonable detail the method of calculation of each. The Company shall, upon the written request of any Holder, furnish or cause to be furnished to such Holder a certificate setting forth (i) such adjustments, (ii) the Exercise Price at the time in effect and (iii) the number of securities and the amount, if any, of other property that at the time would be received upon exercise of this Warrant. The Company shall not, through any Reorganization, reclassification or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company but shall at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all such commercially reasonable action as may be necessary or appropriate in order to protect the rights of the Holder against impairment.

(g) If the Company shall at any time or from time to time issue shares of Class A Common Stock (or rights or warrants or any other securities or rights exercisable or convertible into or exchangeable for Class A Common Stock (collectively, a "conversion")), without consideration or at a consideration per share of Common Stock (or having a conversion price per share of Common Stock) that is less than the Exercise Price (the date of such issuance, the "Pricing Date") other than pursuant to a Permitted Transaction then, in such event:

(1) the number of Warrant Shares issuable upon the exercise of this Warrant immediately prior to the Pricing Date (the "Initial Number") shall be increased to the number obtained by multiplying the Initial Number by a fraction (I) the numerator of which shall be the sum of (x) the number of shares of Class A Common Stock outstanding immediately prior to the Pricing Date (on an as converted basis) and (y) the number of additional shares of Class A Common Stock issued (or into which Convertible Securities may be converted) and (II) the denominator of which shall be the sum of (x) the number of shares of Class A Common Stock outstanding immediately prior to the Pricing Date (on an as converted basis) and (y) the number of shares of Class A Common Stock (rounded to the nearest whole share) which the Aggregate Consideration (as defined below) in respect of such issuance of shares of Class A Common Stock (or Convertible Securities) would purchase at the Fair Market Value of shares of Class A Common Stock immediately prior to the Pricing Date; and

(2) the Exercise Price payable upon exercise of this Warrant shall be adjusted by multiplying such Exercise Price in effect immediately prior to the Pricing Date by a fraction, the numerator of which shall be the number of shares of Class A Common Stock issuable upon exercise of this Warrant in full immediately prior to the adjustment pursuant to clause (1) above (disregarding whether or not this Warrant was exercisable by its terms at such time), and the denominator of which shall be the number of shares of Class A Common Stock issuable upon exercise of this Warrant in full immediately after the adjustment pursuant to clause (1) above (disregarding whether or not this Warrant is exercisable by its terms at such time).

For purposes of the foregoing: (1) the "Aggregate Consideration" in respect of such issuance of Class A Common Stock (or Convertible Securities) shall be deemed to be equal to the sum of the gross offering price (before deduction of any related expenses payable to third parties, including discounts and commissions) of all such shares of Class A Common Stock and Convertible Securities, plus the aggregate amount, if any, payable upon conversion of any such Convertible Securities (assuming conversion in accordance with their terms immediately following their issuance (and further assuming for this purpose that such Convertible Securities are convertible at such time)); (2) in the case of the issuance of such Common Stock or Convertible Securities for, in whole or in part, any non-cash property (or in the case of any non-cash property payable upon conversion of any such Convertible Securities), the consideration represented by such noncash property shall be deemed to be the fair market value of such non-cash property (as determined by the Company, acting reasonably) as of immediately prior to the Pricing Date (before deduction of any related expenses payable to third parties, including discounts and commissions); (3) if the Exercise Price and the number of Warrant Shares issuable upon exercise of this Warrant shall have

been adjusted upon the issuance of any Convertible Securities in accordance with this Section 4.1(g), no further adjustment of the Exercise Price and the number of Warrant Shares issuable upon exercise of this Warrant shall be made for the actual issuance of Class A Common Stock upon the actual conversion of such Convertible Securities in accordance with their terms; and (4) "Permitted Transactions" shall include, to the extent applicable, (a) issuances of Class A Common Stock (including upon exercise of options) to directors, advisors, employees or consultants of the Company pursuant to a stock option plan, employee stock purchase plan, restricted stock plan, other employee benefit plan or other similar compensatory agreement or arrangement approved by the Board, (b) any sale of the Class A Common Stock pursuant to a registered public offering or any Follow-On Offering (as defined in the Framework Agreement), (c) issuances of Class A Common Stock as full or partial consideration in connection with a bona fide merger, acquisition, consolidation, business combination, purchase of the capital stock or assets of, or transaction or series of transactions with, an unaffiliated third party (it being understood that each of the initial Holder, SoftBank and any of their respective Affiliates shall be deemed an "unaffiliate third party" for the purposes of this clause (c), (d) issuances of Class A Common Stock or securities convertible into Class A Common Stock as an "equity kicker" pursuant to a debt financing, equipment leasing or real property leasing transaction, (e) issuances of Class A Common Stock or Convertible Securities to suppliers or third party service providers in connection with the provision of goods or services, (f) issuances of any Class A Common Stock or options to purchase Class A Common Stock, or other equity-based awards (including restricted stock units), issued or granted to existing or former employees (or prospective employees who have accepted an offer of employment) of the Company or any of its Subsidiaries pursuant to Company equity incentive plans, including the Company's equity incentive plans existing on the date hereof and any future equity incentive plan, as such plans may be amended or supplemented, including, for the avoidance of doubt, any Class A Common Stock issuable upon exercise of any such option or settlement or vesting of any equity-based award issued under such plans, (g) issuances of any securities issued pursuant to any employee stock purchase plan, (h) issuances of Class A Common Stock in connection with the conversion or exchange of limited liability company units of Symbotic Holdings LLC into Class A Common Stock, (i) issuances of the Company's equity interests upon issuances of Symbotic Holding's equity interests to maintain a 1:1 ratio for purposes of the Company's "Up-C" structure, (j) issuances of Class A Common Stock in connection with the conversion of the Company's Class V-1 Common Stock or Class V-3 Common Stock pursuant to the Company's Organizational Documents, and (k) issuances of securities issued by the Company upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, Common Stock, including the Warrant Shares and Common Stock issuable upon conversion of the Convertible Securities, and are outstanding prior to the Issue Date (including, for the avoidance of doubt, any issuance of securities pursuant to, or in exchange for securities issued in connection with the Walmart Warrant (as defined in the Framework Agreement)); provided, that such exercise, exchange or conversion is effected pursuant to a conversion price that is equal to or greater than the conversion price as in effect on the Issue Date. Any adjustment made pursuant to this Section 4.1(g) shall become effective immediately upon the date of such issuance. For the avoidance of doubt, no increase to the Exercise Price or decrease in the number of Warrant Shares issuable upon exercise of this Warrant shall be made pursuant to this Section 4.1(g).

4.2 Adjustment Notice. As promptly as practicable following any adjustment of the Exercise Price pursuant to Section 4.1 (but in any event not later than 10 Business Days thereafter), the Company shall use reasonable efforts to furnish to the Holder a written notice (a) confirming the Exercise Price then in effect and the number of Warrant Shares or the amount, if any, of other securities or assets then issuable upon exercise of this Warrant and (b) setting forth in reasonable detail such adjustment and the facts upon which it is based.

4.3 No Impairment. The Company shall not, by amendment of its Organizational Documents or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company.

5. Transfer.

5.1 Generally. This Warrant may only be transferred in its entirety to Affiliates of the Holder who remain Affiliates of the Holder following such transfer or upon the prior written consent of the Company; provided, however, that the Holder may assign its rights and obligations under this Warrant to any one of its Affiliates so long as (a) the Holder notifies the Company prior to such assignment, (b) such assignment is not to (i) any Person who is a Symbotic Competitor (as defined in the JV Agreement or (ii) a Portfolio Company (as defined in the JV Agreement) of the Holder, SoftBank or any Affiliate thereof, and (c) such assignment will not result in (i) a change to the tax treatment of the Company or any of its Subsidiaries, or to the classification of any of the foregoing under the United States Internal Revenue Code of 1986 or (ii) any change in the regulatory status of the Company or (iii) a filing by the Company or any Member with the Committee on Foreign Investment in the United States ("CFIUS") or any member agency thereof acting in its capacity as a CFIUS member agency or require an amendment to an existing CFIUS process.

5.2 Mechanics of Transfer. Any transfer permitted by this Section 5.2 shall be effective upon surrender of this Warrant to the Company at its then-principal executive offices with a properly completed and duly executed Warrant Transfer Form in the form set forth in Exhibit B. Upon such compliance, surrender and delivery, the Company shall (a) execute and deliver a new Warrant in the name of the transferee or transferees and in the denominations specified in such instrument or instruments of transfer, (b) promptly cancel this Warrant, and (c) take such other actions as reasonably necessary to accomplish and evidence such transfer.

6. Holder Not A Stockholder. Prior to the issuance to the Holder of the Warrant Shares to which the Holder is entitled to receive upon the exercise of this Warrant, nothing in this Warrant shall be construed as conferring upon the Holder, with respect to such Warrant Shares, any rights as a stockholder of the Company, including, for the avoidance of doubt, the right to receive dividends or other distributions or to vote or consent to any action.

7. Treatment of Warrant Upon Change of Control of Company.

7.1 Cash Transaction.

7.1.1 If the Company consummates a Change of Control transaction prior to the Final Expiration Time in which the consideration to be received by the Company's stockholders consists solely of cash (a "Cash Transaction"), the terms of which ascribe a Fair Market Value to the Warrant Shares greater than the Exercise Price, then:

(a) with respect to all Warrant Shares that had vested in full and are then exercisable on the Exercise Date as contemplated by Section 2.2(b), this Warrant shall be deemed to have been automatically exercised on a net exercise issue basis as of the date of consummation of such Change of Control, and the Holder shall have the right thereafter to receive the same cash consideration as it would have been entitled to receive upon the occurrence of such Change of Control transaction if it had been, immediately prior to such Change of Control, a holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant, *less* the Aggregate Exercise Price; and

(b) with respect to any Warrant Shares that have not vested prior to such Change of Control transaction, this Warrant shall be converted into the right of the Holder to receive, and the acquiring, surviving or successor entity shall assume the obligation to pay to the Holder, upon any vesting of any such remaining Warrant Shares pursuant to Section 1, the same cash consideration that the Holder would have been entitled to receive upon the vesting and exercise of such Warrant Shares, calculated based on the consideration that would have been paid to the Holder in such Change of Control transaction, *less* the Aggregate Exercise Price (calculated based on the Exercise Price immediately preceding the effective date of the Change of Control transaction).

(c) For the avoidance of doubt, the right of the Holder to receive cash consideration under this Section 7.1.1 shall be subject to the same restrictions on transfer of the Warrant as set forth in Section 5.1.

7.2 Transaction for Other Assets. If the Company consummates a Change of Control transaction prior to the Final Expiration Time other than a Cash Transaction, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the fully vested Warrant Shares issuable upon exercise (subject to Section 2.5) of the unexercised portion of this Warrant as if such Warrant Shares were outstanding on and as of the closing of such Change of Control transaction.

8. Limitations on Liability. Prior to the issuance to the Holder of the Warrant Shares to which the Holder is entitled to receive upon the exercise of this Warrant, nothing in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company, creditors of the Company or any other third Persons.

9. Effect of Violation. Any action or attempted action by the Company or the Holder in violation of this Warrant shall be null and void *ab initio* and of no force or effect whatsoever.

10. Replacement of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of a customary indemnity agreement or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company shall issue, in lieu thereof, a new Warrant of the same tenor and date.

11. Warrant Register. The Company shall keep and properly maintain at its principal executive office books and records for the registration of this Warrant and any transfers thereof. The Company (a) may deem and treat the Person in whose name this Warrant is registered on such books as the Holder thereof for all purposes and (b) shall not be affected by any notice to the contrary, except any assignment, division, combination or other transfer of this Warrant effected in accordance with the provisions hereof.

12. Entire Agreement; Parties in Interest. This Warrant, including the exhibits, documents and instruments referred to herein, and the Framework Agreement constitute the entire agreement, and supersede all prior and contemporaneous agreements and understandings, both written and oral the among the parties hereto with respect to the subject matter of this Warrant.

13. Liabilities Under Applicable Laws. The exercise by the Holder of any rights under this Warrant shall be subject to such reasonable delay as may be required or advisable (taking into account advice of legal counsel) to prevent any party hereto or any of its Affiliates from incurring any liability under any applicable U.S. or non-U.S. Laws (including any applicable securities or antitrust laws) and the parties hereto agree to cooperate in good faith in respect thereof.

14. Legend.

14.1 Generally. Subject to Sections 14.2 and 14.3, the Holder agrees that all certificated or book-entry securities or other instruments representing the Warrant and the Warrant Shares shall bear any legend as required by the “blue sky” laws of any state and a restrictive legend substantially to the following effect:

> THIS SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE WITHIN THE UNITED STATES AND ACCORDINGLY MAY NOT BE, DIRECTLY OR INDIRECTLY, SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, ASSIGNED OR OTHERWISE DISPOSED OF OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING THIS WARRANT AND SUCH SECURITIES UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY STATE WITHIN THE UNITED STATES OR AN EXEMPTION THEREFROM UNDER THE SECURITIES ACT AND UNDER APPLICABLE SECURITIES LAWS OF ANY STATE WITHIN THE UNITED STATES AND, IF REQUESTED BY THE COMPANY (OR ANY SUCCESSOR OR PERMITTED ASSIGNEE THEREOF), AN OPINION REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT HAS BEEN RENDERED BY LEGAL COUNSEL TO THE HOLDER OF SUCH SECURITIES.

14.2 Removal. Following the delivery by the Holder, at the Holder's own expense, of an opinion of counsel from a nationally recognized law firm reasonably satisfactory, in form and substance, to the Company, that the Warrant or the Warrant Shares, as applicable, are eligible to be transferred without restriction in accordance with Rule 144 under the Securities Act, the Company shall, at the Holder's option, either (a) promptly issue new certificates or other instruments representing the Warrant or Warrant Shares, as applicable, which shall not contain such portion of the above legend that is no longer applicable, or (ii) provided that the Company's Transfer Agent is participating in FAST, promptly instruct the Transfer Agent to use FAST to credit such aggregate number of Warrants or Warrant Shares, as applicable, to which the holder of the Warrant or Warrant Shares, as applicable, is entitled pursuant to such exercise to such holder's or its designee's balance account with DTC through its Deposit / Withdrawal At Custodian ("DWAC") system; provided that the holder of the Warrant or Warrant Shares, as applicable, surrenders to the Company the previously issued certificates or other instruments.

14.3 Registration. Notwithstanding the foregoing, certificates or other instruments representing the Warrant or the Warrant Shares, as applicable, shall not contain any legend (including the legend set forth in Section 14.1) while a registration statement covering the resale of such Warrant or Warrant Shares, as applicable, is effective under the Securities Act.

15. Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

15.1 This Warrant shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the state of Delaware without regard to the conflicts of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

15.2 Subject to Section 4, each of the parties hereto agrees that: (a) it shall bring any Proceeding against any other party hereto in connection with, arising out of or otherwise relating to this Warrant, any instrument or other document delivered pursuant to this Warrant or the transactions contemplated hereby exclusively in the Chosen Courts; and (b) solely in connection with such Proceedings, (i) irrevocably and unconditionally submits to the exclusive jurisdiction of the Chosen Courts, (ii) irrevocably waives any objection to the laying of venue in any such Proceeding in the Chosen Courts, (iii) irrevocably waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto, (iv) agrees that mailing of process or other papers in connection with any such Proceeding in the manner provided in Section 17 or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof and (v) it shall not assert as a defense any matter or claim waived by the foregoing clauses (i) through (iv) of this Section 15.2 or that any Order issued by the Chosen Courts may not be enforced in or by the Chosen Courts.

15.3 EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY PROCEEDING AGAINST THE OTHER PARTY HERETO WHICH MAY BE CONNECTED WITH, ARISE OUT OF OR OTHERWISE RELATE TO THIS WARRANT, ANY INSTRUMENT OR OTHER DOCUMENT DELIVERED PURSUANT TO THIS WARRANT OR ANY TRANSACTION RELATED TO THIS WARRANT IS EXPECTED TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUCH PROCEEDING. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND CERTIFIES THAT (I) NO REPRESENTATIVE OF THE OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF ANY PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE INSTRUMENTS OR OTHER DOCUMENTS DELIVERED PURSUANT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS, ACKNOWLEDGMENTS AND CERTIFICATIONS SET FORTH IN THIS SECTION 15.3.

16. Remedies.

16.1 Remedies Cumulative. All remedies available under this Warrant, at Law, in equity or otherwise shall be deemed cumulative and not alternative or exclusive of other remedies, and the exercise by any party hereto of a particular remedy shall not preclude the exercise of any other remedy.

16.2 Injunctive Relief. The Company acknowledges and agrees that the Holder would be irreparably damaged if any of the provisions of this Warrant are not performed in accordance with their specific terms and that any breach of this Warrant by the Company could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Holder may be entitled, at Law or in equity, it shall be entitled to enforce any provision of this Warrant by a decree of specific performance and temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Warrant, without posting any bond or other undertaking.

17. Notice. Any notice, consent, demand or communication required or permitted to be given by any provision of this Warrant shall be in writing and shall be (a) delivered personally to the Person or to an officer of the Person (as designated by such Person to receive any such notice or, in the absence of such designation, any officer of such Person) to whom the same is directed, (b) sent by nationally recognized overnight courier service (with tracking capability) or (c) via email at the following addresses; provided, that any email transmission is promptly confirmed by a responsive electronic communication by the recipient thereof or receipt is otherwise clearly evidenced (excluding out-of-office replies or other automatically generated responses) or is followed up within one Business Day after email by dispatch pursuant to one of the methods described in the foregoing clauses (a) and (b) of this Section 17:

If to the Company, to:

c/o Symbotic
200 Research Drive
Wilmington, Massachusetts 01887
Attention: Corey Dufresne
Email: [***]

with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Robert W. Downes
George J. Sampas
Matthew B. Goodman
Email: downesr@sullcrom.com
sampasg@sullcrom.com
goodmanm@sullcrom.com

If to the Holder, to:

Sunlight Investment Corp.
c/o SVF II Strategic Investments AIV LLC
300 El Camino Real
Menlo Park, CA 94025
Attn: Legal
Email: ssia-notice@softbank.com

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
Shin-Marunouchi Building, 29th Floor
5-1, Marunouchi 1-Chome, Chiyoda-ku
Tokyo, Japan 100-6529
Attn: Kenneth A. Siegel
Email: ksiegel@mofo.com

Morrison & Foerster LLP
2100 L Street, NW
Suite 900
Washington, D.C., 20037
Attn: David P. Slotkin
Email: dslotkin@mofo.com

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482
Attn: Eric T. McCrath
Erik G. Knudsen
Email: emccrath@mofo.com
eknudsen@mofo.com

Notice or other communication pursuant to this Section 17 shall be deemed given or received when delivered, except that any notice or communication received by email transmission on a non-Business Day or on any Business Day after 5:00 p.m. addressee's local time or by overnight delivery on a non-Business Day shall be deemed to have been given and received at 9:00 a.m. addressee's local time on the next Business Day. Any party hereto may specify a different address, by written notice to the other party hereto. The change of address shall be effective upon the receipt by the other parties hereto of the notice of the change of address.

18. Amendments; Waivers. This Warrant may not be amended or modified, nor may compliance with any covenant set forth herein be waived, except by a writing duly and validly executed by the Company and the Holder, or in the case of a waiver, the party waiving compliance. No knowledge, investigation or inquiry, or failure or delay by the Company or the Holder in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. No waiver of any right or remedy hereunder will be deemed to be a continuing waiver in the future or a waiver of any rights or remedies arising thereafter.

19. Assignment. The Company may not, without the prior written consent of the Holder, sell, transfer or assign any of its rights or obligations under this Warrant except such restriction shall not apply with respect to any sale, transfer or assignment of this Agreement made in connection with a Change of Control transaction, including any restructuring or reorganization of the Company undertaken in connection therewith, or a Reorganization so long as any transferee or assignee agrees in writing to assume the obligations of the Company hereunder and in no event shall such assignment relieve the Company of its obligations hereunder. The Holder may not sell, transfer or assign any of its rights or obligations under this Warrant except in accordance with Section 5.

20. Cancellation. The Holder may not terminate, cancel, surrender or otherwise abandon any of its rights or obligations under this Warrant without the prior written consent of the Company.

21. Severability. The provisions of this Warrant shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Warrant. If any provision of this Warrant or the application thereof to any Person or any circumstance is illegal, invalid or unenforceable, the remainder of this Warrant shall continue in full force and effect and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to replace such void or unenforceable provision of this Warrant with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

22. Expenses; Tax Treatment.

22.1 Each party hereto shall bear all fees, costs and expenses incurred by it in connection with the preparation, negotiation and execution of this Warrant and the transactions contemplated hereby, except as may otherwise be expressly contemplated by this Warrant.

22.2 For U.S. federal (and applicable state and local) income tax purposes, the Company and the Holder agree that this Warrant shall be treated as first issued by the Company to Symbotic Holdings, second transferred by Symbotic Holdings to GreenBox Systems LLC as a rebate of Expenditures, and third, distributed by GreenBox Systems LLC to the Holder in the Holder's capacity as a partner in GreenBox Systems LLC. The Company and the Holder agree to report, and cause their respective Affiliates to report, consistently with such intended tax treatment, and the Company and the Holder shall not, and shall cause their respective Affiliates not to, take any position inconsistent with such intended tax treatment on any tax return, in any audit, examination or other proceeding relating to taxes or otherwise unless otherwise required by a determination within the meaning of Section 1313 of the Internal Revenue Code of 1986 (or any analogous provision of applicable state or local tax Law).

22.3 Withholding. The Company shall be entitled to deduct and withhold with respect to any amounts payable in connection with the transactions contemplated by this Warrant, such amounts as are required to be deducted or withheld under applicable Law. The Company acknowledges and agrees that, under applicable Law in effect on the Issue Date, no amount would be required to be deducted or withheld from the amounts payable in connection with the delivery, vesting and exercise of the Warrant and if, as a result of a change in Law after the Issue Date, the Company believes that any such amount is required to be deducted or withheld, the Company shall use commercially reasonable efforts to give prompt notice to the Person to whom such amounts would otherwise have been paid and the parties will cooperate with in good faith with each other to reduce or mitigate such withholding. To the extent such amounts are so deducted or withheld and timely paid over to the applicable Governmental Authority or other applicable Person in accordance with applicable Law, such amounts will be treated for all purposes under this Warrant as having been paid to the Person to whom such amounts would otherwise have been paid.

23. Certain Definitions.

23.1 Unless specified otherwise herein or context otherwise requires, the following words and phrases have the meanings specified in this Section 23.1:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for purposes of this definition, the term "control" and the correlative meanings of the terms "controlled by" and "under common control with," as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise); provided, that, for the avoidance of doubt, none of (i) the Company, Symbotic Holdings and its respective Subsidiaries (or any person that "controls" the foregoing), on the one hand, and (ii) SoftBank and its respective Subsidiaries (or any person that "controls" any of the foregoing), on the other hand, shall be deemed to be "Affiliates".

"Aggregate Exercise Price" means an amount equal to the product of (a) the number of Warrant Shares in respect of which this Warrant is then being exercised pursuant to Section 2, *multiplied* by (b) the Exercise Price in effect as of the Exercise Date.

"Beneficial Owners" has the meaning set forth in Rules 13d-3 and 13d-5 under the Exchange Act.

"Board" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, a Sunday or another day on which national banking associations in the State of New York are closed.

"Change of Control" means the occurrence of any of the following events:

a) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act, but excluding any (i) employee benefit plan of such person or member of such group and their respective subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan or (ii) "person" or "group" who, on the Issue Date is the Beneficial Owner of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding voting securities, or their Permitted Transferees) becomes the Beneficial Owner, directly or indirectly, of shares of Class A Common Stock, Class V-1 Common Stock, Class V-3 Common Stock, preferred stock and/or any other class or classes of capital stock of the Company (if any) representing in the aggregate more than 50% of the voting power of all of the outstanding shares of capital stock of the Company entitled to vote;

b) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated a transaction or series of related transactions for the sale, lease, exchange or other disposition, directly or indirectly, by the Company of all or substantially all of the Company's assets; or

c) there is consummated a merger, consolidation of the Company or similar transaction with any other Person, and immediately after the consummation of such merger, consolidation or similar transaction, the voting securities of the Company immediately prior to such merger, consolidation or similar transaction do not continue to represent, or are not converted into, more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger, consolidation or similar transaction or, if the surviving company is a Subsidiary, the ultimate parent thereof;

provided, however, that, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of related transactions immediately following which the Beneficial Owners of the Class A Common Stock, Class V-1 Common Stock, Class V-3 Common Stock, preferred stock and/or any other class or classes of capital stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in and voting control over, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

"Change of Control Transaction" means any transaction or series of related transactions that results in a Change of Control.

"Chosen Court" means the Court of Chancery of the State of Delaware, or if such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division); provided, that if subject matter jurisdiction over the matter that is the subject of the applicable Proceeding is vested exclusively in the U.S. federal courts, such Proceeding shall be heard in the U.S. District Court for the District of Delaware.

"Class A Common Stock" means the shares of Class A Common Stock, par value $0.0001 per share, of the Company, or such other shares or other securities into which the shares of Class A Common Stock are converted, exchanged, reclassified or otherwise changed, as the case may be, from time to time.

"Company" has the meaning set forth in the Preamble and shall also include any successor entity resulting from a Change of Control transaction or any restructuring or reorganization of the Company.

"Contract" means any legally binding agreement, lease, license, contract, note, mortgage, indenture, arrangement or other similar obligation.

"Convertible Securities" means any securities (directly or indirectly) convertible into or exercisable or exchangeable for Class A Common Stock, other than Options.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expenditures" means fully paid and non-refundable amounts (excluding taxes and third party shipping) paid in cash (and not subject to the exercise of an option) by GreenBox Systems LLC or its Affiliates to the Company or any of its Wholly Owned Subsidiaries as payment for the implementation of Symbotic Systems contemplated by the MSLEA, including, for the avoidance of doubt, by any future amendments thereto, but excluding any Software License fees, fees for the Software Maintenance Services, fees for any operations and maintenance Services specified in an Operations and Maintenance SOW, fees for other Services as may be specified in a Software License and Subscription SOW, or the cost of spare parts (each as defined in the MSLEA).

"Fair Market Value" means the Market Price that would be ascribed to the Warrant Shares if such Warrant Shares were exercised, provided, however, in the case of a Change of Control Transaction, the "Fair Market Value" of the Warrant Shares shall be the pre-transaction equity value ascribed to the Warrant Shares pursuant to the terms of such Change of Control Transaction.

"Family Member" means, with respect to a natural person, such person's spouse or equivalent, parents, lineal descendants (including adoptive relationships and stepchildren), siblings and the spouses or equivalents of such natural persons.

"Final Expiration Time" means 5:00 p.m., New York City time, on the date that is the 36-month anniversary of the Vesting Period End Date.

"Funded Commitment Amount" has the meaning set forth in the JV Agreement.

"Governmental Authority" means any federal, state, local or foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body, in each case of competent jurisdiction.

"JV Agreement" means the limited liability company agreement of GreenBox Systems LLC, dated as of July 23, 2023, by and among Symbotic Holdings, Sunlight Investment Corp. and GreenBox Systems LLC.

"Laws" means all applicable federal, state, local and foreign laws, statutes, ordinances and common law, and all rules, regulations, agency requirements, licenses and permits of any Governmental Authority.

"Lien" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, whether or not filed, recorded or otherwise perfected under applicable Law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"Market Price" means, (a) with respect to a share of Class A Common Stock, the average of the per share volume-weighted average price of shares of Class A Common Stock for the five trading days immediately prior to any date of determination, as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the Stock Exchange, (b) if the Class A Common Stock is not listed or admitted to trading on a Stock Exchange, the average of the per share volume-weighted average price for the five trading days immediately prior to any date of determination, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer in use, the principal other automated quotation system that may then be in use, (c) if the Class A Common Stock is not quoted by any such system, the average of the per share volume-weighted average price for the five trading days immediately prior to any date of determination as furnished by a professional market maker making a market in shares of Class A Common Stock selected by the board of directors of the Company or (d) in the event that no trading price is available for the shares of Class A Common Stock, the fair market value of a share of Class A Common Stock, as determined by the Board (acting reasonably).

"MSLEA" means the Master Services, License and Equipment Agreement, dated as of July 23, 2023, by and among GreenBox Systems LLC and Symbotic LLC.

"Notice of Exercise" means a notice in the form of Exhibit A delivered by the Holder to the Company pursuant to Section 2.1.

"Options" means any warrants or other rights or options to subscribe for or purchase Class A Common Stock or Convertible Securities.

"Order" means any writ, judgment, decree, injunction or similar order of any Governmental Authority (in each such case whether preliminary or final).

"Organizational Documents" means (a) with respect to any Person that is a corporation, its certificate of incorporation and bylaws, or comparable documents, (b) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, or comparable documents, (c) with respect to any Person that is a limited liability company, its certificate of formation and limited liability company agreement, or comparable documents, (d) with respect to any Person that is a trust, its declaration of trust, or comparable documents and (e) with respect to any other Person that is not an individual, its comparable organizational documents.

"Permitted Transferees" means, with respect to any transferor, a transferee who is the recipient of securities pursuant to the transfer of securities by such transferor to (a) any successor by death, (b) any Person that is an entity more than 50% of the equity securities of which are owned, beneficially and of record, directly or indirectly, by (i) such transferor and/or (ii) any trust, partnership, limited liability company or custodianship for the primary benefit of such transferor or the Family Members of such transferor and, in respect of which such transferor is the managing member or has the sole right, directly or indirectly, to elect or appoint at least a majority of the members of the board of directors or Persons performing similar functions, (c) any trust formed solely for the benefit of or under which the distribution of interests may be made only to the transferor or a Family Member of such transferor, (d) a charitable remainder trust, the income from which will be paid to the transferor or a Family Member of such transferor during his or her life, (e) any partnership, corporation, foundation, charity or other entity, so long as the transferor controls such trust, partnership, corporation, foundation, charity or other entity and/or (f) any Affiliate of such transferor.

"Person" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Authority or other entity of any kind or nature.

"Proceeding" means any action, cause of action, claim, demand, litigation, suit, investigation by a Governmental Authority, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise.

"Representative" means, with respect to any Person, any director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person, in each case acting in their capacity as such.

"SB Member" has the meaning set forth in the JV Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"SoftBank" means SoftBank Group Corp., a Japanese kabushiki kaisha.

"Stock Exchange" means the Nasdaq Capital Market or other principal national securities exchange on which the Class A Common Stock is listed or admitted to trading.

"Subsidiary" means, with respect to any Person, any other Person of which at least a majority of (a) the securities or ownership interests of such other Person having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions or (b) the equity or ownership interests of such other Person, in each case is directly or indirectly owned or controlled by such first Person and/or by one or more of its Subsidiaries.

"Symbotic Holdings" means Symbotic Holdings LLC, a Delaware limited liability company.

"Symbotic LLC" means Symbotic LLC, a Delaware limited liability company.

"Symbotic System" means Symbotic's proprietary automated material handling system(s) for use in a distribution, fulfillment center or other location mutually agreed by the Company and GreenBox Systems LLC, or Affiliates thereof, including the Symbotic System software and all related components.

"Trading Day" means a day on which the trading market on which the Warrant Shares, or any successor security thereto, are primarily listed on and quoted for trading, and which, as of the Issue Date, is The NASDAQ Global Market.

"Vesting Period" means the period beginning on the Issue Date and ending on the Vesting Period End Date.

"Vesting Period End Date" means the date of the expiration of the Initial Term or the Extension Term (each as defined in the MSLEA), as applicable, pursuant to the MSLEA.

"Wholly Owned Subsidiary" means, with respect to any Person, any Subsidiary of such Person of which all of the equity or ownership interests of such Subsidiary are directly or indirectly owned or controlled by such Person.

23.2 Terms Defined Elsewhere in this Agreement. Unless specified otherwise herein or context otherwise requires, the following terms have the meanings set forth in the sections indicated:

| Terms | Section |
|---|---|
| Aggregate Consideration | Section 4.1(g) |
| Cashless Exercise | Section 2.1(b)(1) |
| Cash Transaction | Section 7.1 |
| CFIUS | Section 5.1 |
| Company | Preamble |
| DTC | Section 2.3 |
| DWAC | Section 14.2 |
| Eighth Milestone Date | Section 1.1(h) |
| Exercise Date | Section 2.2 |
| Exercise Period | Section 1 |
| Exercise Price | Preamble |
| Expiration Time | Section 2.5 |
| FAST | Section 2.3 |
| Fifth Milestone Date | Section 1.1(e) |
| First Milestone Date | Section 1.1(a) |
| Fourth Milestone Date | Section 1.1(d) |
| Framework Agreement | Legend |
| Holder | Preamble |
| Initial Number | Section 4.1(g)(1) |
| Issue Date | Preamble |
| Permitted Transactions | Section 4 |
| Pricing Date | Section 4.1(g) |
| Reorganization | Section 4.1(c) |
| Second Milestone Date | Section 1.1(b) |
| Securities Act | Legend |
| Seventh Milestone Date | Section 1.1(g) |
| Sixth Milestone Date | Section 1.1(f) |
| Third Milestone Date | Section 1.1(c) |
| Transfer Agent | Section 2.3 |
| Warrant | Preamble |
| Warrant Shares | Preamble |

24. Interpretation. The Section headings contained in this Warrant are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Warrant.

(a) Unless otherwise specified in this Warrant or the context otherwise requires: (i) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Warrant, refer to this Warrant as a whole and not to any particular provision of this Warrant; (ii) any reference to the masculine, feminine or neuter gender includes all genders, the plural includes the singular, and the singular includes the plural; (iii) all Cover Page, Legend, Preamble, Recital, Article, Section, clause and Exhibit references used in this Warrant are to the legend, preamble, recitals, articles, sections, clauses and exhibits to this Warrant; (iv) wherever the word “include,” “includes” or “including” is used in this Warrant, it shall be deemed to be followed by the words “without limitation;” (v) the word “or” is inclusive and not exclusive (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”), unless used in conjunction with “either” or the like; (vi) the term “date hereof” means the date first written above; (vii) with respect to the determination of any period of time, the word “from” means “from and including” and the

words “to” and “until” each means “to but excluding”; (viii) (A) any reference to “days” means calendar days unless Business Days are expressly specified and (B) any reference to “months” or “years” means calendar months or calendar years, respectively, in each case unless otherwise expressly specified; and (ix) the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends and such phrase does not mean simply “if”;

(b) Unless otherwise specified in this Warrant, any deadline or time period set forth in this Warrant that by its terms ends on a day that is not a Business Day shall be automatically extended to the next succeeding Business Day.

(c) Unless otherwise specified in this Warrant or the context otherwise requires, all references to any (i) statute in this Warrant include the rules and regulations promulgated thereunder and all applicable guidance, guidelines, bulletins or policies issued or made in connection therewith by a Governmental Authority, and (ii) Law in this Warrant shall be a reference to such Law as amended, re-enacted, consolidated or replaced as of the applicable date or during the applicable period of time.

(d) Unless otherwise specified in this Warrant, all references in this Warrant to (i) any Contract, other agreement, document or instrument (excluding this Warrant) mean such Contract, other agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof and, unless otherwise specified therein, include all schedules, annexes, addendums, exhibits and any other documents attached thereto or incorporated therein by reference, and (ii) this Warrant mean this Warrant as amended or otherwise modified from time to time in accordance with Section 18.

(e) With regard to each and every term and condition of this Warrant, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Warrant.

(f) All capitalized terms in this Warrant (including the Exhibits hereto) have the meanings set forth in Section 23, except as otherwise specifically provided herein. Each of the other capitalized terms used in this Warrant has the meaning set forth where such term is first used or, if no meaning is set forth, the meaning required by the context in which such term is used.

(g) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Warrant and, therefore, waive the application of any Law, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

25. Counterparts. This Warrant may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto, it being understood that all parties hereto need not sign the same counterpart. Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

[*Signature page follows*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Warrant to be duly executed and delivered as of the date first written above.

**COMPANY:**

SYMBOTIC INC.

By: /s/ Richard B. Cohen
Name: Richard B. Cohen
Title: President and Chief Executive Officer

[*Signature Page to Warrant*]

**HOLDER:**

SUNLIGHT INVESTMENT CORP.

By: /s/ Jared Roscoe
Name: Jared Roscoe
Title: Vice President & Treasurer

[*Signature Page to Warrant*]

**EXHIBIT A**

Notice of Exercise Form

TO: SYMBOTIC INC. (the "Company")

Dated: [•] (the "Exercise Date")

The undersigned, pursuant to the terms and conditions set forth in the attached Warrant (the "Warrant"), hereby irrevocably elects to purchase, acquire, accept and receive [•] Warrant Shares and in exchange for $[•] [in immediately available funds to be wire transferred to an account designated in writing by the Company][which the undersigned has elected to be deemed paid by the withholding and cancellation of Warrant Shares with an aggregate Fair Market Value as of the Exercise Date equal to the Aggregate Exercise Price in accordance with Section 2.1(b)(2) of the Warrant], representing the full purchase price for such Class A Common Stock at the now-current Exercise Price.

Unless specified otherwise herein or context otherwise requires, capitalized terms used and not defined herein have the meanings given to them in the Warrant.

[Holder]

By: _____

Name:
Title:

[*Exhibit A to Warrant*]

**EXHIBIT B**

Warrant Transfer Form

TO: SYMBOTIC INC. (the "Company")

Dated: [•]

FOR VALUE RECEIVED, subject to Section 5 of the attached Warrant (the "Warrant"), the undersigned hereby sells, assigns and transfers all of its rights and interest in and to the Warrant to:

| Name of Transferee | Address | No. of Warrant Shares |
|---|---|---|
| [•] | [•] | [•] |

The undersigned (the "Transferor") hereby irrevocably instructs and appoints the Secretary of the Company its agent and attorney-in-fact (the "Agent") to transfer such portion of this Warrant on the books and records of the Company, to register each such transferee as the registered owner thereof and to take all other necessary and appropriate action to effect such transfer and registration, including the issuance of one or more new or replacement Warrants. The Agent may substitute and appoint one or more persons to act on his or her behalf.

[Holder]

_____

Name:
Title:

[*Exhibit B to Warrant*]

**EXHIBIT C**

Calculation of Number of Warrants

**Warrant Agreement**

| | | % of Class A Shares |
|---|---|---|
| Current shares of Fully Diluted Class A Common Stock (at Issue Date) | 571,717,981 | |
| Total shares of Class A Common Stock issuable pursuant to Warrant No. 1 | 11,434,360 | 2.00% |
| **Pro Forma Class A Common Stock** | **583,152,341** | |

[*Exhibit C to Warrant*]

**Exhibit 10.1**

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED AS PERMITTED BY THE RULES OF THE SECURITIES AND EXCHANGE COMMISSION BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) CUSTOMARILY AND ACTUALLY TREATED BY THE REGISTRANT AS PRIVATE OR CONFIDENTIAL.

EXECUTION VERSION

# FRAMEWORK AGREEMENT

by and among

**SYMBOTIC INC.,**

**SYMBOTIC HOLDINGS LLC,**

**SYMBOTIC LLC,**

**SUNLIGHT INVESTMENT CORP.,**

**SVF II STRATEGIC INVESTMENTS AIV LLC**

and

**GREENBOX SYSTEMS LLC**

July 23, 2023

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**FRAMEWORK AGREEMENT**

This FRAMEWORK AGREEMENT (this "Agreement") is being entered into as of July 23, 2023 by and among Symbotic Inc., a Delaware corporation ("Symbotic"), Symbotic Holdings LLC, a Delaware limited liability company ("Symbotic Holdings"), and Symbotic LLC, a Delaware limited liability company ("Symbotic LLC" and, together with Symbotic and Symbotic Holdings, the "Symbotic Group"), Sunlight Investment Corp., a Delaware corporation ("Sunlight"), SVF II Strategic Investments AIV LLC, a Delaware limited liability company ("SVF" and, together with Sunlight the "SB Group"), and GreenBox Systems LLC, a Delaware limited liability company ("GreenBox" and, together with the Symbotic Group and the SB Group, the "Parties").

**W I T N E S S E T H**

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, the Parties desire to establish a new strategic venture to offer "logistics-as-a-service" and "warehouse-as-a-service" for the benefit of third-party customers, including by installing and utilizing automated material handling system(s) (the "Business");

WHEREAS, to operate the Business, GreenBox was formed pursuant to a certificate of formation filed with the Secretary of State of the State of Delaware on July 21, 2023;

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, the Parties desire that: (i) Symbotic Holdings, Sunlight and GreenBox enter into a limited liability company agreement of GreenBox (the "LLC Agreement") in the form set forth in Exhibit B; (ii) Symbotic LLC and GreenBox enter into a Master Services, License and Equipment Agreement (the "Commercial Agreement") in the form set forth in Exhibit C; and (iii) in exchange for the performance of services, Symbotic issue, sell, transfer, convey and deliver to Sunlight, and Sunlight subscribe for, acquire, accept and receive from Symbotic, a warrant to purchase Class A Common Stock (the "Warrant" and, such issuance, the "Warrant Issuance") in the form set forth in Exhibit D;

WHEREAS, in connection with the establishment of the Business and on the terms and subject to the conditions of this Agreement, the Parties desire to agree to the terms pursuant to which the SB Group will participate in the PIPE Transaction in the event Symbotic determines to pursue a Follow-On Offering on or prior to December 31, 2023; and

WHEREAS, contemporaneously with this Agreement, The RBC Millennium Trust, the Richard B. Cohen Revocable Trust (the "RC Entities") and SVF entered into that certain Stock Purchase Agreement (the "Stock Purchase Agreement"), pursuant to which, among other things and subject to the terms and conditions thereof: (i) the RC Entities shall submit a notice of redemption to Symbotic Holdings to redeem 17,825,312 Common Units for 17,825,312 shares of Class A Common Stock and sell, transfer, convey and deliver such shares of Class A Common Stock to SVF, and (ii) SVF agreed to acquire, accept, purchase and receive such shares.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I.
## NEW VENTURE

**Section 1.1. Transactions**. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Parties, as applicable, agree to cause the following to occur (collectively, the "Transactions"):

(a) LLC Agreement. Symbotic Holdings, Sunlight and GreenBox shall enter into the LLC Agreement.

(b) Commercial Agreement. Symbotic LLC and GreenBox shall enter into the Commercial Agreement.

(a) Warrant Issuance. Symbotic shall issue, sell, transfer, convey and deliver to Sunlight, and Sunlight shall subscribe for, acquire, accept and receive from Symbotic, the Warrant.

**Section 1.2. Closing**. The closing (the "Closing") shall take place by remote communications and by the exchange of signatures by electronic transmission (including DocuSign) or, if or to the extent such an exchange is not practicable, at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 on the date hereof, or at such other place (or by means of remote communication) and date as the Parties may agree in writing (the actual date of the Closing, the "Closing Date").

**Section 1.3. Deliverables by the Parties**.

(a) Symbotic Group Deliveries. At the Closing, the Symbotic Group shall deliver or cause to be delivered to each of the SB Group and GreenBox:

(i) a counterpart of the LLC Agreement duly executed by Symbotic Holdings;

(ii) a counterpart of the Commercial Agreement duly executed by Symbotic LLC; and

(i) a counterpart of the Warrant duly executed by Symbotic.

(b) SB Group Deliveries. At the Closing, the SB Group shall deliver or cause to be delivered to each of the Symbotic Group and GreenBox:

(i) a counterpart of the LLC Agreement, duly executed by Sunlight; and

(ii) a counterpart of the Warrant, duly executed by Sunlight.

(c) GreenBox Deliveries. At the Closing, GreenBox shall deliver, and the Symbotic Group and the SB Group shall cause GreenBox to deliver, to each of the Symbotic Group and the SB Group:

(i) a counterpart of the LLC Agreement, duly executed by GreenBox; and

(ii) a counterpart of the Commercial Agreement duly executed by GreenBox.

**ARTICLE II.**
**SYMBOTIC GROUP'S REPRESENTATIONS AND WARRANTIES**

Except (x) as set forth in the reports, forms, and other statements and documents required to be or are otherwise filed with or furnished to the SEC pursuant to the Exchange Act or the Securities Act by Symbotic, including any amendments thereto (but excluding any disclosures under the headings "Risk Factors," "Forward-Looking Statements" or "Quantitative and Qualitative Disclosures About Market Risk" and other disclosures that are predictive, cautionary or forward looking in nature), prior to the execution and delivery of this Agreement, or (y) for facts or circumstances that any Representative of the SB Group or its Affiliates has actual knowledge of as a direct result of his or her service on the Board since June 7, 2022 (and not in any other capacity), the Symbotic Group hereby represents and warrants to each of the SB Group and GreenBox as of the execution and delivery of this Agreement (or as of such other date and time as may be expressly provided herein) as follows:

**Section 2.1. Organization and Power**. Symbotic is a corporation, duly formed and validly existing in good standing under the Laws of Delaware. Symbotic Holdings is a limited liability company, duly formed and validly existing in good standing under the Laws of Delaware. Symbotic LLC is a limited liability company, duly formed and validly existing in good standing under the Laws of Delaware. Each other Subsidiary of Symbotic is a duly organized business entity validly existing under the Laws of its jurisdiction of organization, except as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Symbotic and its Subsidiaries (taken as a whole). Symbotic and its Subsidiaries are each duly qualified or licensed to do business and, to the extent such concept is applicable, are in good standing in those jurisdictions where the conduct or nature of their business makes such qualification or license necessary, except for those jurisdictions in which the failure by Symbotic or its Subsidiaries to be so qualified or licensed would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Symbotic and its Subsidiaries (taken as a whole). Symbotic and its Subsidiaries each have all requisite corporate, limited liability company or similar power and authority to own, operate, lease or otherwise hold its properties and assets and to conduct its business as presently conducted, except as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Symbotic and its Subsidiaries (taken as a whole). Symbotic and its Subsidiaries each have the corporate, limited liability company or similar power and authority to execute and deliver this Agreement and the Ancillary Agreements to which such Person is a party and to carry out the Transactions in accordance with the terms hereof. True and complete copies of the organizational documents of Symbotic as in effect on the date of this Agreement have been made available to the SB Group and GreenBox. Such organizational documents are in full force and effect as of the date hereof and Symbotic is not in violation of or noncompliance with the foregoing documents in any material respect.

**Section 2.2. Authorization and Binding Effect**. The execution and delivery of this Agreement and the Ancillary Agreements by Symbotic and its Subsidiaries party thereto, the performance by Symbotic and its Subsidiaries party thereto of their respective obligations hereunder and thereunder and the consummation of the Transactions in accordance with the terms hereof have been duly authorized by all requisite action on the part of Symbotic or such Subsidiary, as applicable. This Agreement and the Ancillary Agreements have been or shall be duly executed and delivered by Symbotic and its Subsidiaries party thereto, as applicable, and, assuming due execution and delivery by each of the other Parties and other parties thereto, constitute or shall constitute legal, valid and binding obligations of Symbotic or its Subsidiaries, as applicable, enforceable against such Person in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles.

**Section 2.3. Capitalization**.

(a) As of the date of this Agreement, the authorized capital stock of Symbotic consisted of: (i) 4,458,000,000 shares of common stock, par value of $0.0001 per share ("Common Stock"), which consisted of (A) 3,000,000,000 shares of Class A common stock ("Class A Common Stock") of which 62,827,800 were issued and outstanding and none were held by Symbotic as treasury shares; (B) 1,000,000,000 shares of Class V-1 common stock of which 76,086,745 were issued and outstanding and none were held by Symbotic as treasury shares; and (C) 450,000,000 shares of Class V-3 common stock of which 416,933,025 were issued and outstanding and none were held by Symbotic as treasury shares; and (ii) 50,000,000 shares of preferred stock, par value of $0.0001 per share, of which none were issued and outstanding and none were held by Symbotic as treasury shares. As of the date of this Agreement, Symbotic has reserved 71,230,162 shares of Class A Common Stock for issuance under a Symbotic Equity Plan, of which 4,029,903 shares of Class A Common Stock have been issued pursuant to awards granted or assumed by Symbotic under a Symbotic Equity Plan, and 67,200,259 shares of Class A Common Stock remain available for issuance under existing or future grants under a Symbotic Equity Plan. As of the date of this Agreement, there were 555,847,570 limited liability company units of Symbotic Holdings ("Common Units") issued and outstanding.

(b) All of the issued and outstanding shares of Common Stock and Common Units have been duly authorized and validly issued. The Warrant and the shares of Class A Common Stock issuable thereunder, when issued, shall be duly authorized and validly issued and free and clear of all Liens, other than those restrictions under the certificate of incorporation of Symbotic, or applicable federal and state securities Laws, as set forth in the Warrant or caused by the SB Group or any of its Affiliates or, if expressly approved by the SB Member (as defined in the LLC Agreement) or the SB Manager (as defined in the LLC Agreement), by GreenBox or any of its Affiliates. The shares of Class A Common Stock issuable upon the conversion of the Warrant shall be, upon issuance of the Warrant, duly reserved for issuance in conformity with the terms of the Warrant. No Person has any preemptive rights with respect to the issuance of any Class A Common Stock or Common Units.

(c) Other than the rights contemplated by the Symbotic Holdings LLC Agreement, the Walmart Warrant, the Warrant or any Symbotic Equity Plan, there are no outstanding options, warrants, rights (including conversion, exchange, exercise, redemption or preemptive rights) or agreements for the purchase or acquisition from or by the Symbotic Group of any shares of Common Stock or Common Units nor rights, arrangements or commitments of the Company that are derivative of, or provide economic benefit based on the Common Stock or Common Units. Symbotic is not a party or subject to any agreement or understanding, and, to the knowledge of Symbotic, there is no agreement or understanding between any Persons, with respect to the voting or giving of written consents with respect to any shares of Common Stock with respect to matters to be voted on by the Board. Other than pursuant to the Registration Rights Agreement, the Stock Purchase Agreement or this Agreement, Symbotic is not a party or subject to any agreement or understanding, and, to the knowledge of Symbotic, there is no agreement or understanding between any Persons, with respect to registration rights relating to the Common Stock.

**Section 2.4. Filed SEC Documents; NASDAQ Stock Market Quotation**. Symbotic has filed or furnished, as applicable, on a timely basis, the Filed SEC Documents. Each of the Filed SEC Documents, at the time of its filing or being furnished (or, if amended, as of the date of such amendment) complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002. Except as disclosed in the Filed SEC Documents, as of their respective dates (or, if amended, as of the date of such amendment), the Filed SEC Documents did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. Symbotic is in compliance in all material respects with the rules of NASDAQ, and there is no Proceeding pending or, to the knowledge of Symbotic, threatened against Symbotic by NASDAQ, the Financial Industry Regulatory Authority or the SEC with respect to any intention by such entity to deregister the Class A Common Stock or terminate the listing of Class A Common Stock on NASDAQ. None of Symbotic or its Affiliates has taken any action in an attempt to terminate the registration of the Class A Common Stock under the Exchange Act.

**Section 2.5. No Conflict**. The execution and delivery by Symbotic and its Subsidiaries of this Agreement and the Ancillary Agreements to which they are a party, and the consummation by Symbotic and its Subsidiaries of the Transactions in accordance with the terms hereof, do not and will not (a) violate, conflict with or result in a breach of, cause acceleration to, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under (i) any provision of the certificate of incorporation of Symbotic, the Symbotic Holdings LLC Agreement or the limited liability company agreement of Symbotic LLC, (ii) any provision of the organizational documents of any of Symbotic's other Subsidiaries, (iii) any of the terms, conditions or provisions of any material Contract to which Symbotic or any of its Subsidiaries is a party, or by which Symbotic or any of its Subsidiaries or any of their properties is bound or (iv) assuming the accuracy of the representations and warranties of the SB Group in Article III and of GreenBox in Article IV, any term or provision of any Law or Order applicable to Symbotic or any of its Subsidiaries, (b) result in the creation or imposition of any Lien on the properties of Symbotic or any of its Subsidiaries, or (c) require consent or approval under any of the terms, conditions or provisions of any material Contract to which Symbotic or any of its Subsidiaries is a party, or by which Symbotic or any of its Subsidiaries or any of their properties is bound, except, in the case of clauses (a)(ii), (a)(iii), (a)(iv), (b) and (c) as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Symbotic and its Subsidiaries (taken as a whole).

**Section 2.6. Consents and Approvals; Valid Issuance of Warrants**.

(a) The execution, delivery and performance by Symbotic and its Subsidiaries of this Agreement and the Ancillary Agreements does not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority, except (i) the absence of which are not reasonably likely to prevent, materially delay or materially impair the ability of the Symbotic and its Subsidiaries to consummate the Transactions and (ii) as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Symbotic and its Subsidiaries (taken as a whole).

(b) Assuming the accuracy of the representations of the SB Group in Article III and of GreenBox in Article IV and in the Ancillary Agreements, the Class A Common Stock issuable upon the exercise of the Warrants shall be issued in compliance with all applicable federal and state securities laws.

**Section 2.7. Brokers and Finders**. Other than Goldman Sachs & Co LLC, no Person acting on behalf or under the authority of the Symbotic Group is or shall be entitled to any broker's, finder's or similar fee or commission in connection with the Transactions.

**Section 2.8. CFIUS**. Symbotic has conducted an assessment and determined that none of Symbotic or any of its Affiliates: (a) produces, designs, tests, manufactures, fabricates, or develops any "critical technologies" as that term is defined in 31 C.F.R. § 800.215; (b) performs any of the functions as set forth in column 2 of Appendix A to 31 C.F.R. Part 800 with respect to covered investment critical infrastructure; or (c) maintains or collects, directly or indirectly, "sensitive personal data" as that term is defined in 31 C.F.R. § 800.241; and, therefore, in turn, is not a "TID U.S. business" within the meaning of 31 C.F.R. § 800.248.

**Section 2.9. No Other Representations or Warranties; Non-Reliance**. Except for the express written representations and warranties made by the Symbotic Group in this Article II or in the Ancillary Agreements, neither the Symbotic Group nor any other Person makes any express or implied representation or warranty regarding Symbotic or any of its Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or its or their respective Representatives in connection with this Agreement or the Transactions, and the Symbotic Group expressly disclaims any other representations or warranties and each of the SB Group and GreenBox acknowledges and agrees that it has relied solely on the results of its and its Affiliates' and their respective Representatives' independent investigations, and none of the SB Group or GreenBox or any of their respective Affiliates, or their or their Affiliates' respective Representatives, has relied on and none are relying on any representations or warranties regarding Symbotic or any of its Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or its or their respective Representatives in connection with this Agreement or the Transactions, other than the express written representations and warranties expressly set forth in this Article II; provided, however, that notwithstanding the foregoing provisions of this Section 2.9, nothing in this Section 2.9 shall limit the SB Group's or GreenBox's remedies with respect to claims of Fraud in connection with, arising out of or otherwise related to the express written representations and warranties made by the Symbotic Group in this Article II.

## ARTICLE III.
## SB GROUP'S REPRESENTATIONS AND WARRANTIES

The SB Group hereby represents and warrants to each of the Symbotic Group and GreenBox as of the execution and delivery of this Agreement (or as of such other date and time as may be expressly provided herein) as follows:

**Section 3.1. Organization and Power**. Sunlight is a corporation, duly formed and validly existing and, to the extent such concept is applicable, in good standing under the Laws of Delaware. SVF is a limited liability company, duly formed and validly existing and, to the extent such concept is applicable, in good standing under the Laws of Delaware. Each other Subsidiary of the SB Group is a duly organized business entity validly existing under the Laws of its jurisdiction of organization, except as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the SB Group and its Subsidiaries (taken as a whole). The SB Group and its Subsidiaries are each duly qualified or licensed to do business and, to the extent such concept is applicable, are in good standing in those jurisdictions where the conduct or nature of their business makes such qualification or license necessary, except for those jurisdictions in which the failure by the SB Group or its Subsidiaries to be so qualified or licensed would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the SB Group and its Subsidiaries (taken as a whole). The SB Group and its Subsidiaries each have all requisite corporate, limited liability company or similar power and authority to own, operate, lease or otherwise hold its properties and assets and to conduct its business as presently conducted, except as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the SB Group and its Subsidiaries (taken as a whole). The SB Group and its Subsidiaries each have the power and authority to execute and deliver this Agreement and the Ancillary Agreements to which such Person is a party and to carry out the Transactions in accordance with the terms hereof.

**Section 3.2. Authorization and Binding Effect**. The execution and delivery of this Agreement and the Ancillary Agreements by the SB Group entity party thereto, the performance by the SB Group entity party thereto of their respective obligations hereunder and thereunder and the consummation of the Transactions in accordance with the terms hereof have been duly authorized by all requisite action on the part of such SB Group entity. This Agreement and the Ancillary Agreements have been or shall be duly executed and delivered by the SB Group entity party thereto, as applicable, and, assuming due execution and delivery by each of the other Parties and other parties thereto, constitute or shall constitute legal, valid and binding obligations of such SB Group entity, enforceable against such SB Group entity in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles.

**Section 3.3. No Conflict**. The execution and delivery by the SB Group of this Agreement and the Ancillary Agreements to which they are a party, and the consummation by the SB Group of the Transactions in accordance with the terms hereof, does not and will not (a) violate, conflict with or result in a breach of, cause acceleration to, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under (i) any provision of the organizational documents of the SB Group; (ii) any provision of the organizational documents

of the SB Group's Subsidiaries, (iii) any of the terms, conditions or provisions of any material Contract to which the SB Group or any of its Subsidiaries is a party, or by which the SB Group or any of its Subsidiaries or any of their properties is bound or (iv) assuming the accuracy of the representations and warranties of Symbotic Group in Article II and of GreenBox in Article IV and in the Ancillary Agreements, any term or provision of any Law or Order applicable to the SB Group or any of its Subsidiaries, (b) result in the creation or imposition of any Lien on the properties of the SB Group or any of its Subsidiaries, or (c) require consent or approval under any of the terms, conditions or provisions of any material Contract to which the SB Group or any of its Subsidiaries is a party, or by which the SB Group or any of its Subsidiaries or any of their properties is bound, except, in the case of clauses (a)(ii), (a)(iii), (a)(iv), (b) and (c) as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the SB Group and its Subsidiaries (taken as a whole).

**Section 3.4. Consents and Approvals**. The execution, delivery and performance by the SB Group of this Agreement and the Ancillary Agreements does not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority, except (a) the absence of which are not reasonably likely to prevent, materially delay or materially impair the ability of the Symbotic and its Subsidiaries to consummate the Transactions and (b) as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the SB Group and its Subsidiaries (taken as a whole).

**Section 3.5. Independent Appraisal**.

(a) The SB Group acknowledges that the Symbotic Group may be in possession of material, nonpublic information relating to the Symbotic Group. The SB Group further acknowledges and agrees that the Symbotic Group has no obligation to disclose to the SB Group any such material, nonpublic information except as may be required for a representation and warranty of the Symbotic Group hereunder to be accurate and correct. The SB Group further acknowledges that (i) it is not relying on there having been disclosed any such material or potentially material information which is not disclosed and (ii) any such information may be materially adverse to the SB Group's interests. The SB Group further acknowledges that it is prepared to consummate the Transactions, including the acquisition of the Warrant and any shares of Class A Common Stock issuable thereunder, on the foregoing basis and hereby waives any right to rescind or invalidate the Transactions from the Symbotic Group or to seek any damages or other remuneration from the Symbotic Group based on the possession of any such material, nonpublic information by the Symbotic Group, other than in the event of Fraud.

(b) The SB Group acknowledges that it is experienced and sophisticated with respect to transactions of the type contemplated by this Agreement, and it has made its own due diligence analysis, credit analysis and decision to enter into the Transactions, and that it is responsible for making its own evaluation of any information about the Transactions, the Warrant or any shares of Class A Common Stock issuable thereunder or the Symbotic Group or their respective Affiliates that the SB Group may receive either directly from the Symbotic Group or otherwise, and that none of the Symbotic Group or any Affiliate or Representative thereof shall be under any obligation to provide access to or advise the SB Group or any other Person of the existence of any additional information or to review, update or correct any inaccuracy in any information about the Transactions, the Warrant or any shares of Class A Common Stock issuable thereunder, or the Symbotic Group (or any assumptions upon which such information is based) supplied by it or by any Person or be otherwise liable to the SB Group or any other Person with respect to any such information or assumptions, except as specifically contemplated in this Agreement.

**Section 3.6. Accredited Investor**. Sunlight is an "accredited investor" within the meaning of Rule 501 of Regulation D of the Securities Act.

**Section 3.7. No Resale**. Sunlight's acquisition of the Warrant and any shares of Class A Common Stock issuable thereunder is for its own account for investment and not with a view to the distribution or resale thereof, except in compliance with the Securities Act and applicable state securities laws.

**Section 3.8. Brokers and Finders**. No Person acting on behalf or under the authority of the SB Group is or shall be entitled to any broker's, finder's or similar fee or commission in connection with the Transactions.

**Section 3.9. No Other Representations or Warranties; Non-Reliance**. Except for the express written representations and warranties made by the SB Group in this Article III or in the Ancillary Agreements, neither the SB Group nor any other Person makes any express or implied representation or warranty regarding the SB Group or any of its Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or its or their respective Representatives in connection with this Agreement or the Transactions, and the SB Group expressly disclaims any other representations or warranties and each of the Symbotic Group and GreenBox acknowledges and agrees that it has relied solely on the results of its and its Affiliates' and their respective Representatives' independent investigations, and none of the Symbotic Group or GreenBox or any of their respective Affiliates, or their or their Affiliates' respective Representatives, has relied on and none are relying on any representations or warranties regarding the SB Group or any of its Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or its or their respective Representatives in connection with this Agreement or the Transactions, other than the express written representations and warranties expressly set forth in this Article III; provided, however, that notwithstanding the foregoing provisions of this Section 3.9, nothing in this Section 3.9 shall limit the Symbotic Group's or GreenBox's remedies with respect to claims of Fraud in connection with, arising out of or otherwise related to the express written representations and warranties made by the SB Group in this Article III.

## ARTICLE IV.
## GREENBOX'S REPRESENTATIONS AND WARRANTIES

GreenBox hereby represents and warrants to each of the Symbotic Group and the SB Group as of the execution and delivery of this Agreement (or as of such other date and time as may be expressly provided herein) as follows:

**Section 4.1. Organization and Power**. GreenBox is a limited liability company, duly formed and validly existing in good standing under the Laws of Delaware. GreenBox is duly qualified and licensed to do business and, to the extent such concept is applicable, is in good standing in those jurisdictions where the conduct or nature of its business makes such qualification or license necessary, except for those jurisdictions in which the failure by GreenBox to be so qualified or licensed would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on GreenBox. GreenBox has all requisite corporate, limited liability company or similar power and authority to own, operate, lease or otherwise hold its properties and assets and to conduct its business as presently conducted, except as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on GreenBox. GreenBox has the power and authority to execute and deliver this Agreement and the Ancillary Agreements and to carry out the Transactions in accordance with the terms hereof.

**Section 4.2. Authorization and Binding Effect**. The execution and delivery of this Agreement and the Ancillary Agreements by GreenBox, the performance by GreenBox of its obligations hereunder and thereunder and the consummation of the Transactions in accordance with the terms hereof have been duly authorized by all requisite action on the part of GreenBox. This Agreement and the Ancillary Agreements have been or shall be duly executed and delivered by GreenBox and, assuming due execution and delivery by each of the other Parties and other parties thereto, constitute or shall constitute legal, valid and binding obligations of GreenBox, enforceable against GreenBox in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles.

**Section 4.3. No Conflict**. The execution and delivery by GreenBox of this Agreement and the Ancillary Agreements, and the consummation by GreenBox of the Transactions in accordance with the terms hereof, does not and will not violate, conflict with or result in a breach of, cause acceleration to, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under (a) any provision of the organizational documents of GreenBox or (b) assuming the accuracy of the representations and warranties of Symbotic Group in Article II and of the SB Group in Article III and in the Ancillary Agreements, any term or provision of any Law or Order applicable to GreenBox except, in the case of clause (b), as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on GreenBox.

**Section 4.4. Consents and Approvals**. The execution, delivery and performance by GreenBox of this Agreement and the Ancillary Agreements does not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority, except (a) the absence of which are not reasonably likely to prevent, materially delay or materially impair the ability of the Symbotic and its Subsidiaries to consummate the Transactions and (b) as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on GreenBox.

**Section 4.5. Brokers and Finders**. No Person acting on behalf or under the authority of GreenBox is or shall be entitled to any broker's, finder's or similar fee or commission in connection with the Transactions.

**Section 4.6. No Other Representations or Warranties; Non-Reliance**. Except for the express written representations and warranties made by GreenBox in this Article IV or in the Ancillary Agreements, neither GreenBox nor any other Person makes any express or implied representation or warranty regarding GreenBox or any of its businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or its Representatives in connection with this Agreement or the Transactions, and GreenBox expressly disclaims any other representations or warranties and each of the Symbotic Group and the SB Group acknowledges and agrees that it has relied solely on the results of its and its Affiliates' and their respective Representatives' independent investigations, and none of the Symbotic Group or the SB Group or any of their respective Affiliates, or their or their Affiliates' respective Representatives, has relied on and none are relying on any representations or warranties regarding GreenBox or any of its businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or its Representatives in connection with this Agreement or the Transactions, other than the express written representations and warranties expressly set forth in this Article IV; provided, however, that notwithstanding the foregoing provisions of this Section 4.6, nothing in this Section 4.6 shall limit the Symbotic Group's or the SB Group's remedies with respect to claims of Fraud in connection with, arising out of or otherwise related to the express written representations and warranties made by GreenBox in this Article IV.

## ARTICLE V.
## PIPE COMMITMENT

**Section 5.1. SB Group Commitment**. If any Follow-On Offering of Symbotic occurs prior to December 31, 2023, then, contemporaneously with such Follow-On Offering, the SB Group (or one of their Affiliates) shall subscribe for $100,000,000 in Class A Common Stock or such greater amount agreed upon by Symbotic and the SB Group (or one of their Affiliates) no later than one Business Day prior to the date on which the offering price of such Follow-On Offering is determined (such Class A Common Stock, the "PIPE Shares") in a "private investment in public equity" transaction (the "PIPE Transaction") at a price per PIPE Share equal to the offering price per share of the Class A Common Stock (before underwriting discounts, placement agent fees or other expenses) in such Follow-On Offering; provided, however, that, if Symbotic, upon the advice of the lead underwriter for such Follow-On Offering, reasonably anticipates receiving more than $500,000,000 of gross proceeds from such Follow-On Offering on the Business Day prior to the date on which the offering price of such Follow-On Offering is determined, Symbotic may require the SB Group and its Affiliates to subscribe for a lesser amount than $100,000,000 in the PIPE Transaction, which such lesser amount shall be determined by Symbotic based on the advice of Symbotic's lead underwriter (acting reasonably) on the Business Day prior to the date on which the offering price of such Follow-On Offering is determined. The PIPE Transaction shall otherwise be on terms to be reasonably agreed between Symbotic and the SB Group (or one of their Affiliates), including customary lock-up restrictions on the PIPE Shares that are consistent with the lock-up restrictions agreed to by members of the Board or Symbotic management in connection with the Follow-On Offering.

## ARTICLE VI.
## OTHER COVENANTS

**Section 6.1. Publicity**. The initial press release concerning the Transactions shall be a joint press release and, thereafter, so long as this Agreement is in effect, the Parties shall not disseminate any press release or other public announcement concerning the Transactions, except as may be required by Law, including Rule 135 of the Securities Act, or by any listing agreement

with a national stock exchange, without the prior consent of each other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that, with respect to disclosures made pursuant to requirements of applicable Law or by any listing agreement with a national stock exchange, the disclosing Party shall, unless prohibited by applicable Law, provide notice to each other Party of any such disclosure, and, where reasonably possible and permissible prior to disclosure, a reasonable opportunity to review the disclosure before it is made; provided, further, that, except as may be required by Law, including Rule 135 of the Securities Act, each Party may make any public statements, disclosures or communications in response to inquiries from the press, analysts, investors, customers or suppliers or via industry conferences or analyst or investor conference calls, so long as such statements, disclosures or communications are consistent in tone and substance with previous public statements, disclosures or communications made by the Parties or to the extent that they have been reviewed and previously approved by each other Party.

**Section 6.2. Confidentiality**.

(a) Each Party (the "Receiving Party") shall maintain as confidential and shall not disclose or allow the disclosure of, except to its Affiliates and its and its Affiliates' Representatives (excluding Portfolio Companies) who need to know such information in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, and who have been informed of the confidentiality obligations hereunder, copy or use for purposes other than the Purpose (as defined below), any Confidential Information of any other Party (the "Disclosing Party"). As the Receiving Party, each Party agrees to protect the Disclosing Party's Confidential Information with the same degree of care a prudent Person would exercise to protect its own confidential information of similar nature and to prevent the loss or unauthorized or inadvertent use, disclosure or publication thereof. The Receiving Party shall notify the Disclosing Party in writing of any loss or unauthorized or inadvertent use or disclosure of or access to the Disclosing Party's Confidential Information promptly following the Receiving Party's discovery of such loss, use, disclosure or access and shall promptly take measures to minimize the effect of such loss, use, disclosure or access and to prevent its recurrence. Each Party's Confidential Information shall at all times belong solely and exclusively to such Party.

(b) For the purposes of this Agreement, Confidential Information of a Disclosing Party shall not include any information that is:

(i) publicly known at the time of the disclosure by the Disclosing Party or subsequent to such disclosure becomes publicly known through no wrongful act or omission of the Receiving Party hereunder;

(ii) lawfully known by or in the possession of the Receiving Party prior to its receipt from the Disclosing Party and is not, to the Receiving Party's knowledge, subject to obligations of confidentiality to the Disclosing Party;

(iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not, to the Receiving Party's knowledge, having a confidential relationship with the Disclosing Party; or

(iv) independently developed by the Receiving Party without the use of any of the Disclosing Party's Confidential Information.

(c) Each Party agrees and acknowledges that the sole purpose in disclosing Confidential Information hereunder or allowing access to such Confidential Information is to aid the Parties in performing their obligations, or exercising or enforcing their rights, herein and in the Ancillary Agreements and in connection with the monitoring and evaluation of the transactions contemplated hereby and thereby, including, for the avoidance of doubt, the evaluating or monitoring of any Party's interest in GreenBox or in Symbotic (the "Purpose"). Each Party agrees to use Confidential Information solely for the Purpose and pursuant to the terms of this Agreement. Each Party agrees that such Party shall receive and hold such information in the strictest confidence and shall direct each of its Affiliates and its and its Affiliates' Representatives to hold such information in the strictest confidence.

(d) Nothing herein shall prevent the Receiving Party from disclosing any of the Disclosing Party's Confidential Information as necessary pursuant to the lawful requirement of any Governmental Authority or by any Order; provided, however, that promptly following receipt of any Order compelling such disclosure, or a reasonable determination that disclosure is required under this Section 6.2(d), the Receiving Party has notified, to the extent not prohibited by Law, the Disclosing Party in writing of such requirement to disclose and has cooperated with the Disclosing Party's, at the Disclosing Party's sole cost and expense, reasonable, lawful efforts to resist, limit or delay disclosure, including by requesting confidential treatment with respect to any public filing. Nothing herein shall prevent the Receiving Party from disclosing any of the Disclosing Party's Confidential Information if, and to the extent, such disclosure was specifically approved by the Disclosing Party, in writing, prior to such disclosure by the Receiving Party. Disclosure of any of the Disclosing Party's Confidential Information under the circumstances described in this Section 6.2(d) shall not be deemed to render such Confidential Information as non-confidential and the Receiving Party's obligations with respect to such Confidential Information shall not be changed or lessened by virtue of any such disclosure.

(e) Each Party shall, upon termination of this Agreement, return or destroy (by rendering unreadable and unusable), at its election, Confidential Information of each other Party. Upon request, the destroying Party shall at such time provide the other Party with a certificate signed by an officer of the returning or destroying Party certifying that all Confidential Information has been returned or destroyed. Each Party shall erase all of the other Party's Confidential Information from all forms of magnetic and electronic media in accordance with the requirements set forth herein and in any other Exhibit or Appendix. If any Confidential Information cannot be erased from all forms of magnetic and electronic media, the erasing Party shall use its commercially reasonable efforts to ensure that it cannot be recovered or accessed. Notwithstanding the foregoing, the Receiving Party, its Affiliates and its Representatives may retain Confidential Information to the extent (i) required by Law or *bona fide* internal compliance or document retention policies or (ii) it is electronically stored pursuant to automatic back-up storage or archival procedures or systems in the ordinary course and is not readily available to an end user. Notwithstanding the return, destruction or retention of Confidential Information in accordance with this Section 6.2, any retained Confidential Information shall continue to be kept confidential and subject to the terms of this Agreement.

(f) Notwithstanding anything to the contrary herein, (i) any "Confidential Information" of GreenBox that is shared under the LLC Agreement shall be governed by the terms of the LLC Agreement and (ii) any "Confidential Information" of Symbotic LLC that is shared under the Commercial Agreement shall be governed by the terms of the Commercial Agreement, in each case, for the avoidance of doubt, the provisions therein addressing confidentiality.

(g) Notwithstanding anything to the contrary herein, other than with respect to any Symbotic Competitor or Portfolio Company that, as of the time of disclosure, competes with the core businesses of the Symbotic Group or its Affiliates, this Section 6.2 shall not limit the SB Group's ability to disclose Confidential Information to its Affiliates and its and its Affiliates' Representatives who need to know such information in connection with this Agreement, the Ancillary Agreements and the express transactions contemplated hereby and thereby, or the Purpose; provided, that such SB Group entity (i) informs such Persons that such Confidential Information is subject to the confidential provisions of this Section 6.2 and (ii) directs such Persons to hold, in strict confidence and trust, any and all such Confidential Information in accordance with this Section 6.2. For the avoidance of doubt, subject to the last sentence of this Section 6.2(g), in no event shall the SB Group disclose any Confidential Information to any Symbotic Competitor or any Portfolio Company that, as of the time of disclosure, competes with the core businesses of the Symbotic Group or its Affiliates. Notwithstanding anything to the contrary, the Parties acknowledge that the SB Group and its Affiliates are in the investment business and that the SB Group and its Affiliates may now or in the future evaluate, invest in (directly or indirectly, including providing financing to) or do business with competitors or potential competitors of the Symbotic Group or its Affiliates (including, for the avoidance of doubt, any Symbotic Competitor, as defined in the LLC Agreement), and that neither the execution of this Agreement nor receipt of the Confidential Information is intended to or shall restrict or preclude such activities; provided, that the SB Group agrees that nothing in this sentence shall be construed as relieving the SB Group from its obligations under this Agreement and the SB Group and its Affiliates shall not, directly or indirectly, cause, solicit or otherwise encourage any such competitors or potential competitors to take any action that the SB Group and its Affiliates could not take pursuant to this Agreement. Further, for purposes of clarification, a Portfolio Company shall not be deemed to have been provided with access to Confidential Information solely as a result of the SB Group's or its Affiliates' personnel, or the personnel of their respective affiliated funds or related management and advisor entities, providing services to such Portfolio Company (such personnel a "Dual Hat Person") so long as such personnel does not provide any Confidential Information to the other directors, officers or employees of such Portfolio Company (other than another Dual Hat Person) and such Dual Hat Person does not use any Confidential Information in any way in their capacity as a personnel of such Portfolio Company; provided, further, that if any Portfolio Company has received or in the future receives any Confidential Information, such Portfolio Company shall be deemed a "Representative" of SB Group for all purposes of this Agreement.

(h) Each Party shall be liable to the other under this Agreement for any breach of this Section 6.2 by such Party or its Affiliates or its or its Affiliates' Representatives. With regard to any Representative of the Receiving Party or its Affiliates (other than employees thereof) which shall have access to the Disclosing Party's Confidential Information, the Receiving Party shall: (i) maintain in effect a written agreement with such Representative containing obligations and restrictions that, with respect to the Disclosing Party's Confidential Information, are at least as stringent as those contained in this Section 6.2 (unless such Representative is bound by fiduciary duties or legally binding confidentiality obligations at least as stringent as those contained in this Section 6.2); or (ii) advise such Representative of the obligations and restrictions set forth in this Section 6.2.

**Section 6.3. Standstill**.

(a) From the date of this Agreement until the earlier of the (i) fourth anniversary of the Closing Date and (ii) date on which the SB Group and its Affiliates collectively own less than five percent of the fully diluted equity interests of Symbotic (the "Standstill Period"), without the prior written consent of the Board, the SB Group shall not, and shall cause each of its controlled Affiliates not to, directly or indirectly, alone or in concert with any other Person:

(i) except with respect to the exercise of the Warrant, subject to the conditions set forth therein, acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any voting securities, derivatives or direct or indirect rights to acquire any voting securities of Symbotic;

(ii) deposit any voting securities of Symbotic into a voting trust or subject any voting securities of Symbotic to any proxy, arrangement or agreement with respect to the voting of such securities or other agreement having a similar effect;

(iii) initiate or propose, other than pursuant to Section 6.3(e), (A) any merger, consolidation, business combination, tender or exchange offer, purchase of Symbotic's assets or businesses, or similar transaction involving Symbotic or (B) any recapitalization, restructuring, liquidation or other extraordinary transaction with respect to Symbotic;

(iv) directly or indirectly, encourage or support a tender, exchange or other offer or proposal by any other Person in respect of Symbotic's assets or businesses;

(v) initiate, propose or in any way participate in, directly or indirectly, any stockholder proposal or make, or in any way participate in, directly or indirectly, any "solicitation" of "proxies" (as such terms are used in SEC rules) to vote, or seek to advise or influence any Person with respect to the voting of, any voting securities of Symbotic or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) with respect to any voting securities of Symbotic;

(vi) form, join or in any way participate in a "group" (as defined in Section 13(d)(3) of the Exchange Act) with respect to any voting securities of Symbotic or any of the foregoing activities;

(vii) call or seek to call any special meeting of stockholders of Symbotic;

(viii) propose, or agree to, or enter into any discussions, negotiations or arrangements with, or provide any confidential information to, any third party with respect to any of the foregoing; or

(ix) assist, advise or encourage any Person with respect to, or seek to do, any of the foregoing.

(b) Notwithstanding Section 6.3(a), the SB Group and its Affiliates may: (i) acquire voting securities of Symbotic in connection with the Follow-On Offering in accordance with the terms of Section 5.1; (ii) acquire voting securities of Symbotic in connection with the Stock Purchase Agreement in accordance with the terms therein; (iii) own (and may acquire shares or other ownership interests in) any mutual fund or similar entity that owns the securities of Symbotic; provided, that the SB Group and its Affiliates own, in the aggregate, less than 5% of such mutual fund or similar entity and do not exercise control over the management or policies of such entity; and (iv) purchase or acquire additional voting securities in Symbotic, in the open market or otherwise, solely to the extent any such purchase or acquisition would not cause the SB Group's and its Affiliates' collective percentage ownership of Symbotic's fully diluted equity interests to exceed 15%. The provisions set forth in this Section 6.3 shall not prohibit passive investments by a pension or employee benefit plan or trust for the SB Group's or its Affiliates' employees so long as such investments are directed by independent trustees, administrators or employees to whom no confidential information of Symbotic has been disclosed.

(c) Notwithstanding anything to the contrary herein, the Standstill Period shall terminate automatically upon:

(i) a Change of Control of Symbotic;

(ii) any "person" or "group" within the meaning of Sections 13(d) and 14(d) of the Exchange Act (other than the SB Group or one or more of its Affiliates or any group that includes the SB Group or one or more of its Affiliates) commencing a tender or exchange offer that, if consummated, would make such person or group (or any of its or their Affiliates) the Beneficial Owner of 50% or more of the total voting power of all outstanding voting securities of Symbotic or any rights or options to acquire such ownership, including from a third party, and the Board recommends in favor of such offer or fails to recommend that Symbotic's stockholders reject such offer within 10 Business Days after its commencement;

(iii) Symbotic (A) entering into or publicly announcing its intention to enter into a definitive agreement with a third party to effectuate a business combination or any transaction which shall result in the acquisition, directly or indirectly, by any person or group of beneficial ownership of at least 50% of Symbotic or (B) announcing (including through a Representative) Symbotic's or the Board's approval or recommendation of any such business combination.

(d) For the avoidance of doubt, the expiration or termination of the Standstill Period shall not terminate or otherwise affect any of the other provisions of this Agreement.

(e) The SB Group agrees not to request or otherwise publicly disclose that Symbotic Group amend or waive any provision of this Section 6.3 in a manner that is intended to or would reasonably be expected to require public disclosure with respect to such proposal.

(f) Nothing in this Section 6.3 will be deemed to limit the SB Group's ability to provide its views privately to the Board or management of Symbotic on any matter or limit the ability of any director that is appointed to the Board by or otherwise affiliated with the SB Group to satisfy such Person's obligations to Symbotic and its shareholders in such Person's capacity as a director of Symbotic (it being understood, nothing herein shall limit such Person's obligations to comply with any policies of Symbotic applicable to directors or to comply with Section 6.2(g)), or to privately request a waiver of any provision of this Section 6.3, provided that such actions are not intended to and would not reasonably be expected to require public disclosure of such actions.

(g) The Parties acknowledge and agree that it would be a breach of this Section 6.3 if any Affiliate of the SB Group takes any action that, if taken by the SB Group, would be prohibited by the terms of this Section 6.3.

**Section 6.4. Securities Filings**. Sunlight shall make all requisite filings under Section 13 and Section 16 of the Exchange Act with respect to its ownership in Symbotic in accordance with applicable Law. Subject to applicable Law, Sunlight shall provide Symbotic with a reasonable opportunity to review, and give due consideration to any comments from Symbotic on, any such filings (and any amendments thereto). Sunlight shall provide Symbotic any information or access reasonably requested by Symbotic to enable Symbotic to make any filings required or advisable with the SEC, including any beneficial ownership information that may be required to be disclosed by Symbotic in its filings with the SEC. Each of the Parties shall make all requisite filings under Rule 135 of the Securities Act in connection with this Agreement and the Transactions, including the Follow-On Offering.

**Section 6.5. Registration Rights**. Symbotic hereby acknowledges and confirms that, in accordance with the terms and provisions of the Registration Rights Agreement, subject only to the written notice required to be provided to Symbotic under Section 6.2.5 thereof, (a) any shares of Class A Common Stock that are acquired by or issued to the SB Group pursuant to (i) the Stock Purchase Agreement, (ii) the Warrant or (iii) the PIPE Transaction, will be, at the time of such acquisition or issuance, as the case may be, "Registrable Securities" for all purposes under the Registration Rights Agreement and (b) any SB Group entity holding such shares shall be a "Holder" for all purposes under the Registration Rights Agreement. Subject to the receipt by any SB Group entity of any such shares of Class A Common Stock, such SB Group entity hereby agrees to be bound by the terms and provisions of the Registration Rights Agreement.

**Section 6.6. Symbotic Board**. If, at any time following the Closing Date, the Board does not include at least one full-time employee of the SB Group or its Affiliates, Symbotic shall invite a representative designated by the SB Group to attend all meetings of its Board in a nonvoting observer capacity (the "SB Observer" and, such right, the "SB Observer Right") and, in this respect, shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors (the "Board Materials") at the same time and in the same manner as provided to such directors; provided, however, that the SB Group agrees that the SB Observer shall enter into, and the SB Group shall procure form the SB Observer, a mutually acceptable customary confidentiality agreement with Symbotic with respect to the Board Materials and other information so provided; provided, further, that the SB Observer Right shall terminate upon the earlier of (a) the termination of the Commercial Agreement in accordance with its terms, (b) the end of the Initial Term (as defined in the Commercial Agreement) and, if applicable, the

Extension Term (as defined in the Commercial Agreement) and (c) the SB Group and its Affiliates collectively owning less than half of the Sharing Percentage (as defined in the LLC Agreement) of the SB Member on the date that is 120 days after the Effective Date (as defined in the LLC Agreement). Symbotic shall not be obligated to provide the SB Observer with access to any Board Materials or other information or permit the attendance of any meeting of the Board or any committee thereof if providing or permitting the same would (x) be inconsistent with the directors' fiduciary duties to the Symbotic, (y) involve either attorney-client privileged information or matters constituting a conflict of interest with respect to Symbotic and/or one or more of its Affiliates, on the one hand, and the SB Group and/or one or more of its Affiliates, on the other hand, or (z) involve any information that Symbotic determines, in its reasonable discretion, is competitively or commercially sensitive or could be used to the Symbotic's commercial or strategic disadvantage.

**Section 6.7. Expenses**. Each Party shall bear all fees, costs and expenses incurred by it in connection with the preparation, negotiation and execution of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby.

**Section 6.8. Further Assurances**. The Parties shall execute and deliver, or shall cause to be executed and delivered, such documents and other instruments and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

## ARTICLE VII.
## TERMINATION

**Section 7.1. Termination**. This Agreement may be terminated:

(a) by the mutual written consent of the Parties;

(b) by the Symbotic Group, upon a material breach by the SB Group of this Agreement, which breach is not curable or, if curable, is not cured within 60 days after notice thereof is given by the Symbotic Group; provided, that the Symbotic Group shall not have the right to terminate this Agreement pursuant to this Section 7.1(b) if Symbotic Group is then in material breach of this Agreement; and

(c) by the SB Group, upon a material breach by the Symbotic Group of this Agreement, which breach is not curable or, if curable, is not cured within 60 days after notice thereof is given by the SB Group; provided, that the SB Group shall not have the right to terminate this Agreement pursuant to this Section 7.1(c) if the SB Group is then in material breach of this Agreement.

**Section 7.2. Effect of Termination**. In the event of the termination of this Agreement by any Party pursuant to Section 7.1, notice thereof shall forthwith be given to each other Party specifying the provision hereof pursuant to which such termination is made, and there shall be no liability or obligation thereafter on the part of any Party (or any of its or their respective Affiliates or Representatives); provided, however, and notwithstanding anything to the contrary set forth in this Agreement, (a) no such termination shall relieve any Party of any liability in connection with any other Party resulting from any breach of any provision of this Agreement prior to such termination, and (b) the provisions set forth in Section 6.2, Section 6.5 and Article VIII shall survive any such termination of this Agreement.

## ARTICLE VIII.
## GENERAL PROVISIONS

**Section 8.1. Survival**. The Parties, intending to modify applicable statutes of limitation, hereby acknowledge and agree that, except for this Article VIII, Exhibit A, the provisions that substantively define any related defined terms not substantively defined in Exhibit A, the representations set forth in Section 2.9, Section 3.9 and Section 4.6 and those other covenants and agreements set forth in this Agreement that by their terms apply, or that are to be performed in whole or in part, after the Closing (which other covenants and agreements shall survive the Closing for the period provided in such covenants and agreements, if any, or until fully performed, otherwise satisfied or waived), all representations, warranties, covenants and agreements in this Agreement (other than the representations and warranties in Section 2.6(b)), including rights in connection with, arising out of or otherwise related to any breach of such representations, warranties, covenants and agreements, shall not survive the Closing.

**Section 8.2. Notices**. Any notice, consent, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be (a) delivered personally to the Person or to an officer of the Person (as designated by such Person to receive any such notice or, in the absence of such designation, any officer of such Person) to whom the same is directed, (b) sent by nationally recognized overnight courier service (with tracking capability) or (c) via e-mail at the following addresses; provided, that any email transmission is promptly confirmed by a responsive electronic communication by the recipient thereof or receipt is otherwise clearly evidenced (excluding out-of-office replies or other automatically generated responses) or is followed up within one Business Day after email by dispatch pursuant to one of the methods described in the foregoing clauses (a) and (b) of this Section 8.2:

(a) If to Symbotic, to:

200 Research Drive
Wilmington, MA 01887
Attn: Corey Dufresne, Sr. Vice President & General Counsel
Email: [***]

with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Robert W. Downes
George Sampas
Matthew B. Goodman
Email: downesr@sullcrom.com
sampasg@sullcrom.com
goodmanm@sullcrom.com

(b) If to the SB Group, to:

SVF II Strategic Investments AIV LLC
300 El Camino Real
Menlo Park, CA 94025
Attn: Legal
Email: ssia-notice@softbank.com

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
Shin-Marunouchi Building, 29th Floor
5-1, Marunouchi 1-Chome, Chiyoda-ku
Tokyo, Japan 100-6529
Attn: Kenneth A. Siegel
Email: ksiegel@mofo.com

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482
Attn: Eric T. McCrath
Erik G. Knudsen
David P. Slotkin
Email: emccrath@mofo.com
eknudsen@mofo.com
dslotkin@mofo.com

(c) If to GreenBox, to:

[***]
Attn: [***]
Email: [***]

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP

Shin-Marunouchi Building, 29th Floor
5-1, Marunouchi 1-Chome, Chiyoda-ku
Tokyo, Japan 100-6529
Attn: Kenneth A. Siegel
Email: ksiegel@mofo.com

Morrison & Foerster LLP
2100 L Street, NW Suite 900
Washington, D.C. 20037
Attn: David P. Slotkin
Email: dslotkin@mofo.com

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482
Attn: Eric T. McCrath; Erik G. Knudsen
Email: emccrath@mofo.com; eknudsen@mofo.com

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Robert W. Downes
George Sampas
Matthew B. Goodman
Email: downesr@sullcrom.com
sampasg@sullcrom.com
goodmanm@sullcrom.com

**Section 8.3. Interpretation**.

(a) The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

(b) Unless otherwise specified in this Agreement or the context otherwise requires: (i) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) any reference to the masculine, feminine or neuter gender includes all genders, the plural includes the singular, and the singular includes the plural; (iii) all Preamble, Recital, Article, Section, clause and Exhibit references used in this Agreement are to the preamble, recitals, articles, sections, clauses and exhibits to this Agreement; (iv) wherever the word “include,” “includes” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation;” (v) the word “or” is inclusive and not exclusive (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”), unless used in conjunction with “either” or the like; (vi) the term “date hereof” means the date first written above; (vii) with respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”; (viii)(A) any reference to “days” means calendar days unless Business Days are expressly specified and (B) any reference to “months” or “years” means calendar months or calendar years, respectively, in each case unless otherwise expressly specified; (ix) the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends and such phrase does not mean simply “if”; (x) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP; and (xi) the phrase “made available” when used in reference to anything made available by any Person shall be deemed to include anything available on the SEC’s Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system prior to the execution and delivery of this Agreement.

(c) Unless otherwise specified in this Agreement, any deadline or time period set forth in this Agreement that by its terms ends on a day that is not a Business Day shall be automatically extended to the next succeeding Business Day.

(d) Unless otherwise specified in this Agreement or the context otherwise requires, all references to any (i) statute in this Agreement include the rules and regulations promulgated thereunder and all applicable guidance, guidelines, bulletins or policies issued or made in connection therewith by a Governmental Authority, and (ii) Law in this Agreement shall be a reference to such Law as amended, re-enacted, consolidated or replaced as of the applicable date or during the applicable period of time.

(e) Unless otherwise specified in this Agreement, all references in this Agreement to (i) any Contract, other agreement, document or instrument (excluding this Agreement) mean such Contract, other agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof and, unless otherwise specified therein, include all exhibits and any other documents attached thereto or incorporated therein by reference, and (ii) this Agreement mean this Agreement as amended or otherwise modified from time to time in accordance with Section 8.4.

(f) With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

(g) All capitalized terms in this Agreement (including the Exhibits hereto) have the meanings set forth in Exhibit A, except as otherwise specifically provided herein. Each of the other capitalized terms used in this Agreement has the meaning set forth where such term is first used or, if no meaning is set forth, the meaning required by the context in which such term is used.

(h) The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

**Section 8.4. Amendments**. This Agreement may not be amended or modified, nor may compliance with any covenant set forth herein be waived, except by a writing duly and validly executed by the Parties, or in the case of a waiver, the Party waiving compliance.

**Section 8.5. Severability**. The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any Person or any circumstance, is illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

**Section 8.6. Third Party Beneficiaries**. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties or their respective successors and assigns any rights, remedies, or liabilities under or by reason of this Agreement.

**Section 8.7. Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. No Party may assign any of its rights or interests or delegate any of its obligations under this Agreement, in whole or in part, by operation of Law, by transfer or otherwise, to any Person without the prior written consent of each other Party and any attempted or purported assignment or delegation in violation of this Section 8.7 shall be null and void; provided, however, that each SB Group entity may assign all or any portion of its rights under this Agreement to any one of its Affiliates so long as (a) the SB Group notifies the Symbotic Group prior to such assignment, (b) such assignment is not to (i) a Symbotic Competitor (as defined in the LLC Agreement) or (ii) a Portfolio Company (as defined in the LLC Agreement); (c) such assignment will not result in (i) a change to the tax

treatment of the Symbotic Group or any of its Subsidiaries, or to the classification of any of the foregoing under the Code or (ii) any change in the regulatory status of the Company or (iii) a filing by the Symbotic Group or any of its Subsidiaries with any Governmental Authority (including, for the avoidance of doubt, the Committee on Foreign Investment in the United States ("CFIUS") or any member agency thereof acting in its capacity as a CFIUS member agency) or require an amendment to an existing process with any Governmental Authority (including, for the avoidance of doubt, CFIUS); and (d) such assignment does not have the effect of preventing the Symbotic Group or GreenBox from receiving the full benefit of the Transactions.

**Section 8.8. Arbitration**.

(a) Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, whether arising in contract or tort, shall be settled by arbitration administered in accordance with the JAMS International Arbitration Rules. The number of arbitrators shall be three, one of whom shall be appointed by each of Symbotic Group and the SB Group and the third of whom shall be selected by mutual agreement of the co-arbitrators with the input of Symbotic Group and the SB Group, if possible, within 30 days of the selection of the second arbitrator and thereafter by the administering authority. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitration award rendered by the arbitrators shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction thereof.

(b) The Parties shall keep any such arbitration confidential and shall not disclose to any Person, other than those necessary to the proceedings, the existence of the arbitration, any information, testimony or documents submitted during the arbitration or received from any other Party, a witness or the arbitrators in connection with the arbitration, and any award, unless and to the extent that disclosure is required by law or is necessary for permitted court proceedings, such as proceedings to recognize or enforce an award.

(c) The arbitrators shall award to the prevailing Party its costs and expenses, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. If the arbitrators determine a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrators may award the prevailing Party a corresponding percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

(d) Any Party may make an application to the arbitrators or to any court of competent jurisdiction seeking any interim measures, including injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved.

(e) The procedures for the taking of evidence shall be governed by the IBA Rules on the Taking of Evidence in International Arbitration.

(f) The Parties waive any defense based on sovereignty, including immunity to arbitration, immunity to judicial proceedings to enforce or aid any such arbitration, and immunity to enforcement and execution of the award or any judgment thereon. This waiver includes pre-award and prejudgment attachments.

(g) An arbitral tribunal constituted under this Agreement, or the American Arbitration Association at any time prior to the arbitral tribunal being constituted, may, at the request of a party to the arbitration proceeding, consolidate the arbitration proceeding with any other arbitration arising under this Agreement or any Ancillary Agreement, if the arbitration proceedings raise common questions of law or fact, and consolidation would not prejudice the rights of any Party. If two or more arbitral tribunals under such agreements issue consolidation orders, the order issued by the arbitral tribunal first constituted shall prevail. In addition, any Party may bring claims under such agreements.

**Section 8.9. Governing Law**. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the state of Delaware without regard to the conflict of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

**Section 8.10. Specific Performance**. Each of the Parties acknowledges and agrees that the rights of each Party to consummate the Transactions are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that, in addition to any other available remedies a Party may have in equity or at law, each Party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement without necessity of posting a bond or other form of security. In the event that any Proceeding should be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law, except to the extent consistent with the provisions set forth in Section 8.8.

**Section 8.11. Jurisdiction; Venue**. The Parties mutually consent and submit to the jurisdiction of the federal and state courts for New Castle County, Delaware for the purposes of confirming any arbitration award and entering judgment thereon pursuant to Section 8.8, and irrevocably waive any objection to the laying of venue of any such action in such court or that any such court is an inconvenient forum; provided, however, that any Party may bring an equitable action pursuant to Section 8.10 in any court having jurisdiction. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION AND AGREE WILLINGLY TO ITS TERMS.

**Section 8.12. Entire Agreement**. This Agreement (including the exhibits, documents and instruments referred to herein), together with the Ancillary Agreements and the Confidentiality Agreement and subject to the conditions set forth therein, constitutes the entire agreement, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement; provided, that, to the extent there is a conflict between this Agreement and the Confidentiality Agreement, the applicable terms of this Agreement shall control.

**Section 8.13. Counterparts**. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to each other Party, it being understood that all Parties need not sign the same counterpart. Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have or have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

**SYMBOTIC INC.**

By: /s/ Richard B. Cohen
Name: Richard B. Cohen
Title: President and Chief Executive Officer

**SYMBOTIC HOLDINGS LLC**

By: /s/ Richard B. Cohen
Name: Richard B. Cohen
Title: President and Chief Executive Officer

**SYMBOTIC LLC**

By: /s/ Richard B. Cohen
Name: Richard B. Cohen
Title: President and Chief Executive Officer

[*Signature Page to Framework Agreement*]

**SVF II STRATEGIC INVESTMENTS AIV LLC**

By: /s/ Stephen Lam
Name: Stephen Lam
Title: Director

**SUNLIGHT INVESTMENT CORP.**

By: /s/ Jared Roscoe
Name: Jared Roscoe
Title: Vice President & Treasurer

[*Signature Page to Framework Agreement*]

**GREENBOX SYSTEMS LLC**

By: /s/ Vikas Parekh
Name: Vikas Parekh
Title: Manager

[*Signature Page to Framework Agreement*]

**Exhibit A**

**Definitions**

For purposes of this Agreement:

(a) "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for purposes of this definition, the term "control" and the correlative meanings of the terms "controlled by" and "under common control with," as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise); provided, that, for the avoidance of doubt, none of (i) Symbotic, Symbotic Holdings and their respective Subsidiaries (or any Person that "controls" any of the foregoing), (ii) the SB Group and its respective Subsidiaries (or any Person that "controls" any of the foregoing) and (iii) GreenBox and its respective Subsidiaries, if any (or any Person that "controls" any of the foregoing) shall be deemed to be "Affiliates" of each other;

(b) "Agreement" has the meaning set forth in the Preamble;

(c) "Ancillary Agreements" means each of the LLC Agreement, the Commercial Agreement and the Warrant;

(d) "Beneficial Owner" has the meaning set forth in Rules 13d-3 and 13d-5 under the Exchange Act;

(e) "Board" means Symbotic's board of directors;

(f) "Board Materials" has the meaning set forth in Section 6.6;

(g) "Business" has the meaning set forth in the Recitals;

(h) "Business Day" means any day other than a Saturday, a Sunday or another day on which national banking associations in the State of New York are closed;

(i) "CFIUS" has the meaning set forth in Section 8.7.

(j) "Class A Common Stock" has the meaning set forth in Section 2.3(a);

(k) "Change of Control" means, with respect to Symbotic, the occurrence of any of the following events:

(i) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act, but excluding any (x) employee benefit plan of such Person or member of such group and their respective Subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan or (y) "person" or "group" who, on the date hereof, is the Beneficial Owner of securities of

the Symbotic representing more than 50% of the combined voting power of the Symbotic's then-outstanding voting securities, or, with respect to clause (y) or (z), their permitted transferees pursuant to the Symbotic Holdings LLC Agreement or any amendment or restatement thereof, as applicable), becomes the Beneficial Owner, directly or indirectly, of shares of common stock, preferred stock and/or any other class or classes of capital stock of Symbotic, representing in the aggregate more than 50% of the voting power of all of the outstanding shares of capital stock of Symbotic entitled to vote;

(ii) the stockholders of Symbotic approve a plan of complete liquidation or dissolution of Symbotic or there is consummated a transaction or series of related transactions for the sale, lease, exchange or other disposition, directly or indirectly, by Symbotic of all or substantially all of Symbotic's assets; or

(iii) there is consummated a merger or consolidation of Symbotic or similar transaction with any other Person, and immediately after the consummation of such merger, consolidation or similar transaction, the voting securities of Symbotic immediately prior to such merger, consolidation or similar transaction do not continue to represent, or are not converted into, more than 50% of the combined voting power of the then-outstanding voting securities of the Person resulting from such merger, consolidation or similar transaction or, if the surviving company is a Subsidiary, the ultimate parent thereof;

provided, however, that a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of related transactions immediately following which the Beneficial Owners of the common stock, preferred stock and/or any other class or classes of capital stock of Symbotic immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in and voting control over, and own substantially all of the shares of, a Person which owns all or substantially all of the assets of Symbotic immediately following such transaction or series of transactions;

(l) "Closing" has the meaning set forth in Section 1.2;

(m) "Closing Date" has the meaning set forth in Section 1.2;

(n) "Code" means the U.S. Internal Revenue Code of 1986;

(o) "Commercial Agreement" has the meaning set forth in the Recitals;

(p) "Common Stock" has the meaning set forth in Section 2.3(a);

(q) "Common Units" has the meaning set forth in Section 2.3(a);

(r) "Confidential Information" means each of the following, whether or not marked "confidential": (i) information related to any Party, any Affiliate of any Party or any of its contractual or commercial counterparties provided in connection with the Transactions or related to the Transactions that (A) the Disclosing Party discloses to the Receiving Party, or to which the Disclosing Party provides the Receiving Party with access, or which is otherwise made available by or on behalf of the Disclosing Party or its Representatives to the Receiving Party or its Representatives, in each case, after the date of this Agreement, and (B) is non-public,

confidential and/or proprietary in nature, including any technical, scientific, trade secret and other confidential or proprietary information relating to any Party and whether oral, written, electronic or by visual inspection; (ii) any correspondence, discussions and negotiations among the Parties or their Representatives in connection with the Transactions, including the terms and conditions of this Agreement and the Ancillary Agreements; and (iii) any reports, analyses, summaries, interpretations, compilations, forecasts, financial statements, memoranda, notes, studies and other written or electronic materials prepared by the Receiving Party or its Representatives that contain, reflect or are based upon, in whole or in part, the information described in clause (i) or (ii) to the extent they so contain, reflect or are based upon such information;

(s) "Confidentiality Agreement" means the Non-Disclosure Agreement dated December 6, 2022 by and among Symbotic, an Affiliate of the SB Group and the other parties thereto;

(t) "Contract" means any legally binding agreement, lease, license, contract, note, mortgage, indenture, arrangement or other similar obligation;

(u) "Disclosing Party" has the meaning set forth in Section 6.2(a);

(v) "Dual Hat Person" has the meaning set forth in Section 6.2(g).

(w) "Exchange Act" means the Securities Exchange Act of 1934;

(x) "Filed SEC Documents" means all reports, forms, and other statements and documents required to be or are otherwise filed with or furnished to the SEC pursuant to the Exchange Act or the Securities Act by Symbotic on or after June 7, 2022 but prior to the date of this Agreement, including any amendments thereto;

(y) "Follow-On Offering" means any (i) underwritten public offering of Class A Common Stock pursuant to a registration statement filed in accordance with the Securities Act and/or (ii) offering and/or sale of shares of Class A Common Stock in a "private investment in public equity" transaction, pursuant to which Symbotic issues shares of Class A Common Stock for gross proceeds of at least $250,000,000 in such offering(s) in the aggregate;

(z) "Fraud" means common law fraud as defined under the law of the state of Delaware;

(aa) "GAAP" means United States generally accepted accounting principles, as consistently applied by Symbotic as of the date or period at issue and in accordance with past practice;

(bb) "Governmental Authority" means any federal, state, local or foreign government, governmental, regulatory or administrative authority, agency or commission, self-regulatory authority (including, for the avoidance of doubt, any stock exchange) or any court, tribunal or judicial or arbitral body, in each case of competent jurisdiction;

(cc) "GreenBox" has the meaning set forth in the Preamble;

(dd) "knowledge of Symbotic" means the actual knowledge of Richard Cohen, Thomas Ernst and Bill Boyd, after reasonable inquiry of such individuals' direct reports;

(ee) "Laws" means all applicable federal, state, local and foreign laws, statutes, ordinances and common law, and all rules, regulations, agency requirements, licenses and permits of any Governmental Authority;

(ff) "Lien" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, whether or not filed, recorded or otherwise perfected under applicable Law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction;

(gg) "LLC Agreement" has the meaning set forth in the Recitals;

(hh) "NASDAQ" means the NASDAQ Stock Market;

(ii) "Order" means any writ, judgment, decree, injunction or similar order of any Governmental Authority (in each such case whether preliminary or final);

(jj) "Parties" has the meaning set forth in the Preamble;

(kk) "Person" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Authority or other entity of any kind or nature;

(ll) "PIPE Shares" has the meaning set forth in Section 5.1;

(mm) "PIPE Transaction" has the meaning set forth in Section 5.1;

(nn) "Portfolio Company" has the meaning set forth in the LLC Agreement;

(oo) "Proceeding" means any action, cause of action, claim, demand, litigation, suit, investigation by a Governmental Authority, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise;

(pp) "Purpose" has the meaning set forth in Section 6.2(c);

(qq) "RC Entities" has the meaning set forth in the recitals.

(rr) "Receiving Party" has the meaning set forth in Section 6.2(a);

(ss) "Registration Rights Agreement" means that certain Amended and Restated Registration Rights Agreement, dated June 7, 2022, by and among Symbotic and the other parties thereto;

(tt) "Representative" means, with respect to any Person, any director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person, in each case acting in their capacity as such.

(uu) "SB Group" has the meaning set forth in the Preamble;

(vv) "SB Observer" has the meaning set forth in Section 6.6;

(ww) "SB Observer Right" has the meaning set forth in Section 6.6;

(xx) "SEC" means the U.S. Securities and Exchange Commission;

(yy) "Securities Act" means the Securities Act of 1933;

(zz) "Standstill Period" has the meaning set forth in Section 6.3(a);

(aaa) "Stock Purchase Agreement" has the meaning set forth in the Recitals;

(bbb) "Subsidiary" means, with respect to any Person, any other Person of which at least a majority of (i) the securities or ownership interests of such other Person having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions or (ii) the equity or ownership interests of such other Person, in each case, is directly or indirectly owned or controlled by such first Person and/or by one or more of its Subsidiaries;

(ccc) "Sunlight" has the meaning set forth in the Preamble;

(ddd) "SVF" has the meaning set forth in the Preamble;

(eee) "Symbotic" has the meaning set forth in the Preamble;

(fff) "Symbotic Competitor" has the meaning set forth in the LLC Agreement;

(ggg) "Symbotic Equity Plan" means the Symbotic Inc. 2022 Omnibus Incentive Compensation Plan;

(hhh) "Symbotic Group" has the meaning set forth in the Preamble;

(iii) "Symbotic Holdings" has the meaning set forth in the Preamble;

(jjj) "Symbotic Holdings LLC Agreement" means the Second Amended and Restated Limited Liability Agreement of Symbotic Holdings dated June 7, 2022;

(kkk) "Symbotic LLC" has the meaning set forth in the Preamble;

(lll) "Transactions" has the meaning set forth in Section 1.1.

(mmm) "Walmart Warrant" means that certain Warrant to Purchase Common Units issued by Symbotic Holdings to Walmart Inc. on June 7, 2022;

(nnn) "Warrant" has the meaning set forth in the Recitals;

(ooo) "Warrant Issuance" has the meaning set forth in the Recitals; and

(ppp) "Warrant Shares" has the meaning set forth in the Warrant.

**Exhibit B**

**Form of LLC Agreement**

**(see attached)**

**Exhibit C**

**Form of Commercial Agreement**

**(see attached)**

**Exhibit D**

**Form of Warrant**

**(see attached)**

**Exhibit 10.2**

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED AS PERMITTED BY THE RULES OF THE SECURITIES AND EXCHANGE COMMISSION BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) CUSTOMARILY AND ACTUALLY TREATED BY THE REGISTRANT AS PRIVATE OR CONFIDENTIAL.

EXECUTION VERSION

# LIMITED LIABILITY COMPANY AGREEMENT

OF

GREENBOX SYSTEMS LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

DATED AS OF JULY 23, 2023

EACH OF THE UNITS REPRESENTED BY THIS AGREEMENT (EACH, A "SECURITY") HAS NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), IN RELIANCE UPON ONE OR MORE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ANY TRANSFER OF SUCH UNITS IS SUBJECT TO COMPLIANCE WITH, OR THE AVAILABILITY OF EXEMPTIONS FROM, THE REGISTRATION AND QUALIFICATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. CERTAIN OF THE SECURITIES REPRESENTED BY THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFER, PURCHASE OPTIONS, FORFEITURE AND OTHER OBLIGATIONS AND LIMITATIONS AS SET FORTH HEREIN. A COPY OF THIS AGREEMENT MAY BE OBTAINED BY THE HOLDER OF SUCH SECURITIES UPON WRITTEN REQUEST TO THE COMPANY WITHOUT CHARGE. THE COMPANY RESERVES THE RIGHT TO REFUSE THE TRANSFER OF A SECURITY UNTIL THE CONDITIONS FOR TRANSFER SET FORTH HEREIN HAVE BEEN FULFILLED WITH RESPECT TO SUCH TRANSFER.

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LIMITED LIABILITY COMPANY AGREEMENT
OF
GREENBOX SYSTEMS LLC

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of GreenBox Systems LLC, a Delaware limited liability company (the "Company"), is entered into as of July 23, 2023 (the "Effective Date"), by and among the Company, Symbotic Holdings LLC, a Delaware limited liability company (the "Initial Symbotic Member" and, together with any successor or Permitted Transferee thereof, the "Symbotic Member"), Sunlight Investment Corp., a Delaware corporation (the "Initial SB Member" and, together with any successor or Permitted Transferee thereof, the "SB Member"), each as Members of the Company, and each other Person who may become a Member after the Effective Date in accordance with the provisions of this Agreement. The Company and the Members are each referred to as a "Party." Certain capitalized terms used in this Agreement have the meanings set forth in the body of this Agreement. Unless otherwise specified in this Agreement or the context otherwise requires, any capitalized terms used in this Agreement and not defined in the body of this Agreement have the meanings assigned to such terms on Schedule 1.1.

RECITALS

A. On the Effective Date, a certificate of formation was filed and recorded in the office of the Secretary of State of the State of Delaware, pursuant to the provisions of the Delaware Act, on behalf of the Company (the "Original Certificate" and, as amended, restated or amended and restated from time to time pursuant to the terms hereof and the Delaware Act, the "Certificate").

B. On the Effective Date, the Company, the Initial SB Member, the Initial Symbotic Member, Symbotic Inc. and Symbotic LLC entered into that certain Framework Agreement (the "Framework Agreement"), pursuant to which, among other things, the parties thereto, as applicable, agreed to cause the Initial SB Member, the Initial Symbotic Member and the Company to enter into this Agreement.

C. On the Effective Date and concurrently with the execution and delivery of this Agreement, Symbotic LLC and the Company entered into that certain Master Services, License and Equipment Agreement (the "Commercial Agreement"), which sets forth the terms, conditions, rights and obligations governing the design, installation, implementation and operation of the Symbotic Systems (as defined in the Commercial Agreement) by Symbotic LLC for the Company, among other things.

D. On the Effective Date and concurrently with the execution and delivery of this Agreement, the SB Member subscribed for 65 Class A Common Units pursuant hereto and the Symbotic Member subscribed for 35 Class B Common Units pursuant hereto, in each case, for a price per Common Unit of $1.00.

E. Concurrently with the execution and delivery of this Agreement, the Closing as defined in and contemplated by the Framework Agreement has been consummated.

F. The Parties desire to enter into this Agreement to set forth their understandings with respect to their interests, rights and obligations relating to the Company, the management and operation of the Company and the economic arrangement among the Parties relating to the Company.

AGREEMENTS

In consideration of the mutual representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## ARTICLE I
## RULES OF CONSTRUCTION

1.1 Certain References. Unless otherwise specified in this Agreement or the context otherwise requires, all references to any (a) statute in this Agreement include the rules and regulations promulgated thereunder and all applicable guidance, guidelines, bulletins or policies issued or made in connection therewith by a Governmental Authority and (b) Law in this Agreement shall be a reference to such Law as amended, re-enacted, consolidated or replaced as of the applicable date or during the applicable period of time. Any reference in this Agreement to any U.S. federal or state action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than a federal or state jurisdiction of the United States, be deemed to include what is most nearly approximate under the Laws of such other jurisdiction. Any reference to any agreement, contract, instrument or other document (including, for the avoidance of doubt, this Agreement and the Ancillary Agreements) means such agreement, contract, instrument or other document as amended, modified, supplemented or waived from time to time in accordance with the terms thereof or, if applicable, hereof.

1.2 General Interpretive Principles. Whenever required by the context, any pronoun used in this Agreement will include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs will include the plural and *vice versa*. The terms “hereof,” “herein,” “hereunder,” “hereto” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. All article, section, exhibit and schedule references are to the articles, sections, exhibits and schedules of this Agreement unless otherwise specified. The use of the word “including” in this Agreement will be by way of example rather than by limitation and will be deemed to mean “including, without limitation.” The use of the word “or” is inclusive and not exclusive (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”), unless used in conjunction with “either” or the like. All references herein to “dollars” or “$” are to U.S. dollars. Any accounting term used in this Agreement will have, unless otherwise specifically provided herein, the meaning customarily given such term in accordance with GAAP. Any references herein to any period of days will mean the relevant number of calendar days unless otherwise specified, and any deadline or time period set forth in this Agreement that by its terms ends on a day that is not a Business Day will be automatically extended to the next succeeding Business Day. Whenever required by the context, references to a “Fiscal Year” will refer to a portion thereof. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE II
ORGANIZATIONAL MATTERS

2.1 Formation; Term. The Company commenced its existence as a limited liability company under the Delaware Act upon the filing of the Original Certificate with the office of the Secretary of State of the State of Delaware. Each Member will promptly execute all documents, instruments and certificates necessary or appropriate for compliance with all the requirements for the formation and operation of the Company as a limited liability company under the Delaware Act and under all other applicable Laws of the State of Delaware and any other jurisdiction in which the Company is qualified or operates, as requested by the Board. The Company will continue perpetually, unless and until dissolved in accordance with Article XII. The preparation, execution and filing of the Original Certificate was authorized and ratified in all respects by the Initial Members, and each of its representatives, in their capacity as the Persons that formed the Company, and they are forever discharged, released and indemnified by the Company from and against any and all expense or liability actually incurred by such Persons by reason of having formed the Company.

2.2 Limited Liability Company Agreement. The Parties executed and delivered this Agreement to establish the rights, powers, duties, obligations and liabilities of the Members with respect to the Company. Accordingly, the rights, powers, duties, obligations and liabilities of the Members with respect to the Company will be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of the Members with respect to the Company differ under the provisions of the Delaware Act and this Agreement, this Agreement will control to the extent permitted by the Delaware Act.

2.3 Name. The name of the Company is “GreenBox Systems LLC.” The Board may change the name of the Company at any time and from time to time; provided that any such name will contain the words “limited liability company” or the abbreviation “L.L.C.” or “LLC.” The Board may cause the Company to file one or more fictitious name filings in one or more of the jurisdictions in which the Company conducts business or in which a filing is necessary, consistent with applicable legal requirements. Each Member will promptly execute all documents, instruments and certificates necessary or appropriate with respect to any changes to the name of the Company or fictitious name filings, as requested by the Board. Notwithstanding anything in this Agreement to the contrary, the Board may not change the name of the Company to, or cause the Company to file any fictitious name filings for, a name that includes “Symbotic” or a name confusingly similar to “Symbotic” without the Symbotic Member’s prior written consent.

2.4 Purpose and Authority. The Company is formed and authorized for the purpose of (i) offering “logistics-as-a-service” and “warehouse-as-a-service” for the benefit of third-party customers, including by installing and utilizing automated material handling system(s) and (ii) engaging in any lawful business, act or activity for which limited liability companies may be organized under the Delaware Act reasonably related to the activities described in the foregoing clause (i). The Company may engage in any activities necessary, desirable or incidental to the

accomplishment of the foregoing purposes. Notwithstanding anything in this Agreement to the contrary, nothing set forth herein will be construed as authorizing the Company to take or engage in any action forbidden by Law applicable to a limited liability company organized under the Laws of the State of Delaware.

2.5 Registered Office; Registered Agent. Throughout the term of the Company, the Company will have and maintain in the State of Delaware a registered office and a registered agent for service of process as and to the extent required by the Delaware Act. The Company's initial registered office and initial registered agent for service of process will be as set forth in the Original Certificate. The Board may change the registered office of the Company and the registered agent for the Company at any time and from time to time and may cause the Company to establish other offices and places of business, whether in or outside the State of Delaware.

2.6 Foreign Qualifications. The Board may cause the Company to be qualified or registered as a foreign limited liability company under the applicable Laws of any jurisdiction in which the Company transacts business or proposes to transact business and the Company is authorized to execute, deliver and file any certificates and documents necessary or desirable to effectuate such qualifications or registrations, including the appointment of agents for service of process in such jurisdictions. Each Member will promptly execute all documents, instruments, and certificates necessary or appropriate with respect to any foreign qualifications or registrations of the Company, as requested by the Board.

2.7 Partnership Treatment. The Members intend for the Company to be treated as a partnership for U.S. federal and, if applicable, state and local income Tax purposes, and the Company will not file an election to be treated as a corporation for U.S. federal income Tax purposes without 10% Member Consent as set forth in Section 6.3(a). Further, the Members intend that no Subsidiary of the Company will be treated as a corporation for U.S. federal and, if applicable, state and local income Tax purposes, and the Company will not file an election for any Subsidiary to be treated as a corporation for U.S. federal income Tax purposes without 10% Member Consent as set forth in Section 6.3(a). The Company and each Member will file all Tax returns and will take all Tax and financial reporting positions in a manner consistent with such intended treatment. Notwithstanding anything to the contrary in the foregoing, the Members do not intend for the Company to be treated as a partnership or joint venture, and no Member will be considered a partner or joint venturer of any other Member by virtue of this Agreement, for any purpose other than federal and, if applicable, state and local income Tax purposes. Neither this Agreement nor any other agreement entered into by the Company or any Member or any other document or instrument delivered by any of the foregoing relating to the subject matter hereof will be construed to suggest otherwise.

2.8 Expenses. The Company will pay all reasonable and documented out-of-pocket costs and expenses arising from the operations of the Company (including relating to the formation of the Company). The Company will reimburse the Managers and will reimburse any Officers (subject to and in accordance with applicable policies of the Company or any of its Affiliates with respect to the reimbursement of Officers) for reasonable and documented out-of-pocket expenses so incurred by them on behalf of the Company.

## ARTICLE III
## UNITS AND CAPITAL CONTRIBUTIONS

3.1 Authorized Units. The limited liability company interests in the Company will be represented by one or more classes, groups or series of Units. Subject to compliance with Section 6.3(a), the total number and type of Units that the Company has authority to issue at any time will be determined by the Board from time to time. As of the Effective Date, the Company is authorized to issue Class A Common Units and Class B Common Units. Each Class A Common Unit and Class B Common Unit shall have the same rights, powers, duties, obligations and liabilities set forth in this Agreement, except with respect to distributions pursuant to Section 4.2, and any references hereunder to the "Common Units" hereunder shall be to the Class A Common Units and the Class B Common Units. Subject to compliance with Section 6.3(a), the Company may issue any number of whole or fractional Units. The ownership of a Unit by a Member will entitle such Person to allocations of Profits and Losses and other items and Distributions as set forth in Article IV.

3.2 Initial Capitalization; Member Schedule.

(a) As of the Effective Date, each of the SB Member and the Symbotic Member shall have made an initial Capital Contribution in cash to the Company in an amount set forth opposite such Member's name on Schedule A and is hereby admitted as a Member hereunder, and, in consideration of each Member's initial Capital Contribution, the Company shall have issued to each of the SB Member and the Symbotic Member the number of Class A Common Units and Class B Common Units, as applicable, set forth opposite such Member's name on Schedule A, it being understood that each Common Unit so issued to the SB Member and the Symbotic Member shall have equal per-Unit value.

(b) As of the Effective Date, Schedule A also sets forth each of the SB Member's and the Symbotic Member's (i) aggregate required Capital Contribution commitment (the "Required Commitment Amount", as may be increased in accordance with Section 3.2(e)), (ii) Capital Contribution commitment funded to date (the "Funded Commitment Amount") and (iii) remaining Capital Contribution commitment (the "Remaining Commitment Amount").

(c) Upon (i) the issuance of any new Units, (ii) a Transfer (in whole or in part) of any Member's Units in accordance with Article IX, (iii) the admission of any new Member(s) in accordance herewith, (iv) any increase in a Member's Required Commitment Amount pursuant to Section 3.2(e), or (v) any other redemptions, cancellations, conversions, adjustments, re-designations or Transfers of Units made in accordance with this Agreement, the Company shall (and the Board is authorized to) update Schedule A to accurately reflect each Member's respective Units, Funded Commitment Amount (or such Capital Contribution that such new Member(s) are deemed to have funded as a result of the Transfer of Units from any Transferring Member), Required Commitment Amount and Remaining Commitment Amount as of such time. The Company shall provide the Members with any update to Schedule A (including any subsequent updates thereto) within three days of such update. The Company and the Members shall be entitled to treat the record holder of any Unit, as set forth in Schedule A, as the holder in fact of such Unit for all purposes and, accordingly, will not be bound to recognize any equitable or other claim or interest in such Unit on the part of any Person, irrespective of whether the Company or Member has actual or constructive notice thereof, except as the applicable Laws of the State of Delaware otherwise provide.

(d) No Member shall be required to make any Capital Contributions to the Company in excess of its Required Commitment Amount, or to increase its Required Commitment Amount, without the express written consent of such Member, as applicable.

(e) No Member shall be permitted to make any additional Capital Contributions to the Company except in accordance with this Agreement. Notwithstanding anything in this Agreement to the contrary, the Board, acting unanimously and taking into account the then-current Annual Budget and Operating Plan, if any, and subject to the other determination requirements and limitations set forth in Section 3.3(a), may request that the Members increase their respective Required Commitment Amounts on a pro rata basis (based on each Member's Sharing Percentage). Based upon such a request by the Board, each Member may, in its respective sole discretion, agree to such increase in its Required Commitment Amount.

3.3 Capital Calls.

(a) Required Capital Calls. The Company shall, from time to time, issue to the Members Capital Call Notices for all or a portion of the Members' Remaining Commitment Amount promptly following the Board's determination and instruction based on the then-current Annual Budget (subject to Section 5.4(f) and Section 6.2(a), if applicable), or if no then-current Annual Budget exists, the expected operating expenses and capital requirements for the then-current Fiscal Year, in each case, taking into account any unforeseen or other circumstances existing at such time (collectively, the "Board Capital Determination"); provided that from the Effective Date until the fourth anniversary of the Effective Date, the Company may not deliver Capital Call Notices for operating expenses and capital requirements of the Company in excess of $100,000,000 in the aggregate for funds intended to be used for purposes other than to pay amounts due under the Commercial Agreement; provided, further, that the Board shall not instruct the Company to issue a Capital Call Notice and the Company shall not issue a Capital Call Notice for funds that the Board does not reasonably expect the Company to require within a 90-day period following the funding of such Capital Contributions taking into account the then-current cash and cash equivalents of the Company in excess of Permitted Reserves and the then-current Annual Budget, or if no then-current Annual Budget exists, the expected operating expenses and capital requirements for the then-current Fiscal Year; provided, further, that to the extent that a Distribution Payment Date falls within the 20 Business Day period for funding Capital Contributions following the issuance of a Capital Call Notice and the Distribution payable pursuant to Section 4.2 on such date is sufficient (for the avoidance of doubt, taking into account the provisions of Section 3.3(e)) to fund the requirement of any Capital Call Notice, a Member shall have the right to designate such Distribution (or a portion thereof) as such Member's contribution of its Remaining Commitment Amount required under the Capital Call Notice (or portion thereof) and shall be credited under this Agreement for all purposes as funding such Remaining Commitment Amount (or portion thereof) as specified in the applicable Capital Call Notice. Any "Capital Call Notice" shall specify:

(i) the purpose for which the Capital Call Notice is being issued;

(ii) (A) the total amount of Capital Contributions requested from all Members in the aggregate and from each Member, respectively (which shall be pro rata based on each Member's Sharing Percentage), (B) the amount of Capital Contributions to be made by each Member, (C) the amount and class of Units to be issued to each Member upon receipt of their respective Capital Contributions, which number of issuable Units shall be based on the same per-Unit value of $1.00 per Unit (provided that, unless otherwise unanimously approved by the Board and agreed by the Member receiving such Units, each Member or Syndication Party shall receive, in respect of its Capital Contribution, Units of the same class(es) as the Units held by such Member or, in the case of a Syndication Party, the Member who syndicated its (or a portion of its) Remaining Commitment Amount to such Syndication Party, at the time of such Capital Call Notice, in the same proportion as the Units held by such Member at the time of such Capital Call Notice; provided, further, that to the extent any Capital Contributions due by a Permitted Syndication Party are funded under the SB ECL, the SB Member will receive the Units issuable in exchange for such Capital Contributions), (D) the Funded Commitment Amount of each Member after giving effect to the Capital Contributions called pursuant to such Capital Call Notice and (E) the Remaining Commitment Amount of each Member after giving effect to the Capital Contributions called pursuant to such Capital Call Notice;

(iii) the bank account to which such Capital Contributions should be paid and other information and instructions necessary to effect the applicable payment to such bank account (it being understood and agreed that such information and instructions may be provided separately for security purposes so long as such information and instructions are provided substantially concurrently with the Capital Call Notice); and

(iv) the date by which such Capital Contributions are to be made, which in no event may be earlier than the 20th Business Day following delivery of such Capital Call Notice.

(b) Requested Capital Calls.

(i) Subject to Section 3.3(b)(ii), in the event of a Board Capital Determination, which, for the avoidance of doubt, shall not require unanimity, but shall take into account the then-current Annual Budget, if any, and be subject to the other determination requirements and limitations set forth in Section 3.3(a), for capital in excess of the Required Commitment Amounts of the Members, the Company shall, from time to time, issue to Members Capital Call Notices for such amount in excess of the Required Commitment Amount (the "Requested Capital Call"); provided that such Capital Call Notice shall not include the requirements of Section 3.3(a)(ii)(E) of the definition of "Capital Call Notice" but shall inform each Member that such Member may provide a statement in its Requested Capital Call Acceptance regarding its desire to contribute capital in excess of such Member's pro rata portion (based on such Member's Sharing Percentage) of the Requested Capital Call; provided, further, that unless otherwise unanimously approved by the Board and agreed by the Member receiving such Units, each Member shall receive, in respect of its Capital Contribution, Units of the same class(es) as the Units held by such Member at the time of such Capital Call Notice, in the same proportion as the Units held by such Member at the time of such Capital Call Notice.

(ii) Upon a Member's receipt of such a Capital Call Notice for a Requested Capital Call (the "Requested Capital Call Notice"), a Member may decide to participate in such Requested Capital Call by providing the Company, within ten Business Days following delivery of such Capital Call Notice, written notice of its intent to participate (a "Requested Capital Call Acceptance"), and may include in the Requested Capital Call Acceptance a statement that such Member desires to contribute a specified amount of capital in excess of such Member's pro rata portion (based on such Member's Sharing Percentage) of the Requested Capital Call; provided that if any Member fails to submit a Requested Capital Call Acceptance within ten Business Days after receipt of the Requested Capital Call, then such Member will be deemed to have determined to not participate in such Requested Capital Call. Nothing in this Section 3.3(b) shall require, or be deemed to require, any Member to participate in any such Requested Capital Call and the provisions of this Section 3.3(b) shall not amend, modify or affect the provisions of Section 3.2(d).

(iii) To the extent that any Member does not participate in a Requested Capital Call, then each Member who has provided notice in its Requested Capital Call Acceptance of its willingness to contribute capital in excess of such Member's pro rata share of the Requested Capital Call will also be allocated (by written notice from the Company within 12 Business Days after delivery of the Requested Capital Call Notice), and shall contribute, such excess amount equal to (A) a fraction, the numerator of which is the total number of Units owned by such accepting and participating Member and the denominator of which is the total number of Units then owned by all accepting and participating Members, determined on the date that the Company delivers the Requested Capital Call Notice, not to exceed the maximum amount, if any, specified by such Member in its Requested Capital Call Acceptance and (B) to the extent that the total amount of a Requested Capital Call Notice exceeds the aggregate amount allocated to accepting and participating Members after taking into account the allocations in accordance with clause (A), then, the remainder will be allocated to such accepting and participating Members whose allocations have not exceeded any maximum amount specified in such Members' Requested Capital Call Acceptance through successively applying the formula described in clause (A), until either the entire amount of the Requested Capital Call Notice is funded or all Members have received allocations up to their maximum amounts specified, whichever happens first.

(c) To the extent that the Symbotic Member intends to satisfy any of its Required Commitment Amount or Requested Capital Call pursuant to a Capital Call Notice or Requested Capital Call Notice, as applicable, delivered to it by the Company with an In-Kind Contribution, the Symbotic Member shall promptly, and prior to the fifth Business Day following delivery of such Capital Call Notice or Requested Capital Call Notice, as applicable, deliver to the Company and the SB Member written notice of the amount and nature of any such In-Kind Contribution (the "In-Kind Contribution Notice"); provided that the Symbotic Member may not satisfy any Capital Call Notice or Requested Capital Call Notice, as applicable, or portion thereof, with an In-Kind Contribution to the extent that Capital Contributions are requested pursuant to the Capital Call Notice or Requested Capital Call Notice, as applicable, to fund a cash requirement of the Company other than monetary commitments due by the Company pursuant to the terms and conditions of the Commercial Agreement. Any In-Kind Contribution by the Symbotic Member

of Symbotic Systems delivered under and in accordance with the Commercial Agreement shall be valued at the Cost of Material and Labor (as defined in the Commercial Agreement) for such Symbotic Systems, with any remaining amounts payable as set forth in, and only in accordance with, the Commercial Agreement. For illustration purposes only, if the Symbotic Member makes an In-Kind Contribution of Symbotic Systems with Cost of Material and Labor of $48,750,000 and in respect of which the Margin Payment, Software License Fee and all other Charges (other than the Cost of Material and Labor) under the Commercial Agreement total $26,250,000, then the Symbotic Member shall be credited under this Agreement for a capital contribution of $48,750,000 and Symbotic shall be entitled to receive $26,250,000 under the Commercial Agreement; provided that, for the avoidance of doubt, such $26,250,000 amount shall only be payable pursuant to the Commercial Agreement. To the extent that a filing of a Notification and Report Form pursuant to the HSR Act is required for the Symbotic Member to make any In-Kind Contribution of Symbotic Systems, the Symbotic Member or the ultimate parent entity thereof under applicable U.S. antitrust Laws and the Company or the ultimate parent entity thereof under applicable U.S. antitrust Laws shall promptly (and in any event within 10 Business Days, or such longer time as mutually agreed between the filing parties, following the delivery of the In-Kind Contribution Notice) make such filing, and such In-Kind Contribution shall be delayed until the applicable waiting period under the HSR Act has expired or otherwise been terminated; provided that if such expiration or termination of the waiting period does not occur by the end of the initial waiting period, the Symbotic Member shall be required to contribute cash to the Company in lieu of the amount provided for with respect to such In-Kind Contribution within 15 Business Days thereafter.

(d) Emergency Loans. If capital is required for an Emergency prior to the date when a Capital Contribution would be made pursuant to a Capital Call Notice, then the Board may request funding by way of a loan from any Member that is able to fund in accordance with the Company's timing requirements (such loan, an "Emergency Loan"); provided that no Member shall have the right to make an Emergency Loan without the request of the Board for such funding; and provided, further, that, for the avoidance of doubt, no Member shall have an obligation to make an Emergency Loan. Any Emergency Loan made pursuant to this Section 3.3(d) shall bear interest at the Default Rate, and shall be repaid promptly (and in any event within three Business Days) by the Company following receipt by the Company of Capital Contributions pursuant to a Capital Call Notice for the funds required for such Emergency.

(e) Default on Required Commitment Amount.

(i) To the extent a Member fails to contribute all or any portion of its Required Commitment Amount (including, for the avoidance of doubt, as increased pursuant to Section 3.2(e)) pursuant to a Capital Contribution set forth in a Capital Call Notice (such Capital Call Notice, a "Required Commitment Amount Capital Call Notice") by the due date for the payment in full of such Capital Contribution set forth in the applicable Required Commitment Amount Capital Call Notice, the Board shall deliver notice of such failure (a "Default Notice") to such Member, containing a statement of the amount not funded (the "Defaulted Amount"). If such failure to fund is not cured within five Business Days of the Member's receipt or deemed receipt of such Default Notice, then such Member shall be deemed to be in "Default" under this Agreement and shall be referred to herein as a "Defaulting Member" and, all other Members, the "Non-Defaulting Members."

(ii) A Default may be cured at any time within 45 days after receipt or deemed receipt of the applicable Default Notice; provided that if a Defaulting Member funds more than 50% of the Defaulted Amount (including, for the avoidance of doubt, any interest thereon) within such 45-day period, such Defaulting Member shall have an additional 45 days to cure the remainder of such Defaulted Amount (such period, as applicable, the "Cure Period") by (A) payment in full of the Capital Contribution set forth in a Required Commitment Amount Capital Call Notice by the Defaulting Member or any of its Affiliates on such Defaulting Member's behalf or (B) payment in full of such Capital Contribution set forth in a Required Commitment Amount Capital Call Notice through a draw on, or as a result of a demand made against, the Defaulting Member's Credit Support, if applicable. Upon such a cure, any draw or demand, to the extent not already paid, on the Defaulting Member's Credit Support with respect to such Default so cured shall be withdrawn. Any Defaulted Amount not paid when due under this Agreement shall bear interest at the Capital Contributions Default Rate from the due date for the payment in full of such Capital Contribution set forth in the applicable Required Commitment Amount Capital Call Notice to the date of payment or such time when such Default is otherwise remedied in full pursuant to the terms of this Agreement.

(iii) Notwithstanding any other provision in this Agreement to the contrary, during the period beginning on the date that a Member is in Default as a Defaulting Member, and ending on the date when all of such Member's Defaulted Amount has been paid in full, including, for the avoidance of doubt, the interest thereon:

(A) such Defaulting Member shall have no power to Transfer all or any part of its Units, except for any Transfer of all or any part of such Defaulting Member's Units to a Person where, simultaneously with such Transfer in compliance with Article IX, (1) such transferee satisfies or causes to be satisfied in full the Defaulted Amounts, including, for the avoidance of doubt, the interest thereon, of such Defaulting Member, or (2) such Defaulting Member uses the proceeds from such Transfer to satisfy in full the Defaulted Amounts, including, for the avoidance of doubt, the interest thereon, of such Member;

(B) such Defaulting Member shall not be entitled to any preemptive rights set forth in Section 3.6 or the Right of First Offer provided for in Section 9.2(a) in the event of a proposed Transfer by any Non-Defaulting Member;

(C) such Defaulting Member shall be deemed ineligible to vote on any matters specified in Section 6.3, as applicable, other than the matters specified in (1) Section 6.3(a)(i), Section 6.3(a)(ii) (with respect to Equity Securities held by such Defaulting Member, in a manner adverse to the Defaulting Member), Section 6.3(a)(iii) (with respect to issuance of any Equity Securities that are senior to the Equity Securities held by such Defaulting Member), Section 6.3(a)(vii), Section 6.3(a)(viii), Section 6.3(b)(ii) and Section 6.3(b)(vi) (to the extent all of the Non-Defaulting Members are parties to (or Related Parties to

the parties to) such transaction or contract, but provided that the Defaulting Member shall be deemed ineligible to vote with respect to any Emergency Loan), (2) to the extent the contemplated actions are reasonably expected to affect the Defaulting Member in a manner that is adverse to such Defaulting Member compared to other Members: (x) Section 6.3(b)(vii)(C); (y) Section 6.3(b)(viii); and (z) Section 6.3(b)(ix) (or the Company agreeing or committing to the foregoing) and (3) to the extent the contemplated actions are reasonably expected to affect the Defaulting Member in a manner that is disproportionately adverse to such Defaulting Member compared to other Members, Section 6.3(b)(vi) (provided that the Defaulting Member shall be deemed ineligible to vote with respect to any Emergency Loan), and any applicable quorum and voting requirements shall not count any Units held by such Defaulting Member; and

(D) such Defaulting Member shall not receive Distributions from the Company pursuant to Section 4.2, and such Distributions shall instead (to the extent applicable) be applied to the Defaulted Amount, including, for the avoidance of doubt, first to the interest thereon, of such Defaulting Member. Such amounts applied towards the Defaulted Amount, including, for the avoidance of doubt, the interest thereon, of such Defaulting Member shall be deemed distributed to such Defaulting Member and then contributed to the Company and applied first toward interest and then toward principal.

(iv) If a Defaulting Member does not cure a Default or series of Defaults within the Cure Period, the Board (excluding any Managers appointed by the Defaulting Member), may elect to reduce such Member's Units and entitlement to future allocations and Distributions pursuant to Section 4.2 by a number of Units equal to 125% of the Units that would have been issued to such Member pursuant to Section 3.3(a) with respect to such Defaulted Amount, and such items shall be reallocated (where applicable) to the Non-Defaulting Members in an equitable manner as determined by the Board (excluding any Managers appointed by the Defaulting Member). For the avoidance of doubt, if, following any reduction in the Units of the SB Member or the Symbotic Member pursuant to this Section 3.3(e)(iv) such Member no longer holds the requisite percentage of Units to qualify as a Major Investor, then pursuant to Section 5.2(b), the rights of such Member (x) pursuant to Sections 5.2(a)(i) or (ii), as applicable, will be of no further force or effect, and the SB Manager or Symbotic Manager, as applicable, will be deemed to have resigned from the Board and will automatically and immediately cease to be a Manager without any further action and (y) such Member shall be deemed ineligible to vote on any matters requiring Major Investor Approval specified in Section 6.3(b) and any applicable quorum and voting requirements with respect to such matters shall not count any Units held by such Defaulting Member.

(v) Notwithstanding anything in this Agreement to the contrary, any amendments to this Agreement that are required to effect the penalties set forth in this Section 3.3(e) may be made without the consent of any Defaulting Member or any Managers appointed by the Defaulting Member.

(vi) Upon the occurrence of any Default, if Credit Support is in place pursuant to Section 3.4 at the time such Default occurs, then the Board shall cause the Company to draw or make demand, as applicable, on the Defaulting Member's Credit Support before exercising any rights under Section 3.3(e)(iv).

3.4 Credit Support.

(a) On the Effective Date, the SB Member shall provide an Equity Commitment Letter from SVF II Strategic Investments AIV LLC for a maximum amount equal to $3,200,000,000 (the "SB ECL"). Thereafter, unless otherwise unanimously determined by the Board, such SB ECL will be automatically adjusted downward to be in an amount equal to the lesser of (x) the Remaining Commitment Amount of the SB Member and any Syndication Parties and (y) $3,200,000,000, which commitment must be maintained in full force and effect and be available to be drawn until the Credit Support Release Date. Notwithstanding anything to the contrary in this Agreement, any Member may cause the Company to enforce all rights and remedies of the Company under this Section 3.4(a) and the SB ECL, including pursuant to Section 14.7.

(b) The Board (acting reasonably), excluding any Manager designated by the applicable Member that Credit Support is being sought from, may, from time to time, request Credit Support from any Member with respect to its Remaining Commitment Amount hereunder (including the SB Member but only to the extent that Required Commitment Amount of the SB Member is increased with the consent of the SB Member in accordance with Section 3.2(e), from the Required Commitment Amount of the SB Member as of the Effective Date), including as a condition to any Transfer of Units to such Member (other than a Permitted Syndication to any Syndication Party), which such Credit Support shall be promptly delivered by such Member and must be maintained in full force and effect and be available to be drawn until the Credit Support Release Date.

3.5 Issuance of Additional Units. Subject to compliance with Section 6.3(a) and Section 3.6, the Board may cause the Company to create or issue Equity Securities from time to time, including additional classes, groups or series of Equity Securities having such relative rights, powers, duties, obligations and liabilities as may be established by the Board, including rights, powers, duties, obligations and liabilities different from, senior to or more favorable than those for existing classes, groups and series of Equity Securities. Upon the creation or issuance of such Equity Securities, the Board may cause the Company to amend, restate or amend and restate this Agreement and update Schedule A to reflect the terms or issuance of such additional Equity Securities, in each case without requiring the approval or consent of any Member or any other Person. The Board will determine the Capital Contribution or other consideration payable to the Company in connection with the issuance of any Equity Securities (if any).

3.6 Preemptive Rights.

(a) Grant of Preemptive Rights Generally. Except for issuances of Equity Securities as set forth in Section 3.6(b), and subject to compliance with Section 6.3(a), if the Board authorizes the offer and sale of Preemptive Securities, the Company will offer to sell to each Preemptive Rights Holder a portion, if applicable, of such Preemptive Securities (the "Preemptive Rights Portion"), equal to (i) the total amount of the Preemptive Securities proposed to be sold, multiplied by (ii) a fraction, the numerator of which is the total number of Units held by such Preemptive Rights Holder and the denominator of which is the total number of Units held by all of the Preemptive Rights Holders. Each Preemptive Rights Holder will be entitled to purchase such Preemptive Rights Holder's Preemptive Rights Portion on the same terms as they are offered to any other Person; provided that if the Preemptive Securities are being offered as a "strip of securities" consisting of two or more classes, groups or series of securities (including debt securities), then the Preemptive Rights Holders exercising their preemptive rights pursuant to this Section 3.6(a) will be required to purchase their Preemptive Rights Portion or a portion thereof with respect to each class, group or series of securities being offered in such strip of securities. The equity purchase rights of each Preemptive Rights Holder provided in this Section 3.6(a) shall apply at the time of issuance of any right, warrant, option, convertible or exchangeable security or any similar security and not to the conversion, exchange or exercise thereof.

(b) Exceptions to Preemptive Rights. Notwithstanding anything herein to the contrary, the preemptive rights granted to the Preemptive Rights Holders in Section 3.6(a) will not apply to the offer or sale of any of the following Equity Securities, debt securities or any other securities: (i) Equity Securities issued to the SB Member or the Symbotic Member on the Effective Date or pursuant to any Capital Call Notice up to each such Member's Required Commitment Amount (as it may be adjusted pursuant to the terms of this Agreement) or any Requested Capital Call; (ii) Equity Securities issued to employees, officers, directors, managers, consultants or other service providers of the Company or any of its Subsidiaries approved by the Board and the Members, in each case, in accordance with this Agreement and the Plan; (iii) Equity Securities, debt securities or any other securities issued in connection with any *bona fide* acquisition by the Company or any of its Subsidiaries as consideration for the securities or assets acquired by the Company or such Subsidiary solely from one or more Independent Third Parties; (iv) Equity Securities, debt securities or any other securities issued in connection with any joint venture, customer or supplier arrangement or other strategic alliance between or among the Company or any of its Subsidiaries, on the one hand, and solely one or more Independent Third Parties, on the other hand; (v) Equity Securities issued in connection with the incurrence, renewal or maintenance of any indebtedness for borrowed money of the Company or any of its Subsidiaries on arm's-length terms solely with one or more Independent Third Parties as lender or lenders (as applicable); (vi) Equity Securities issued in connection with any Unit split, Unit dividend, combination, reclassification, reorganization, recapitalization or similar event of the Company in which holders of the same class of Units participate in such Unit split, dividend, combination, reclassification, reorganization or recapitalization on a pro rata basis; (vii) Equity Securities issued upon the exercise, conversion, or exchange of any other Equity Securities that were issued in compliance with Section 3.6(a) or this Section 3.6(b) in an issuance exempt from Section 3.6(a) pursuant to this Section 3.6(b); (viii) Equity Securities issued in connection with a Public Offering in accordance with the provisions of this Agreement; or (ix) Equity Securities issued as consideration for any *bona fide*, arm's-length Sale Transaction or any other merger, acquisition or similar transaction approved by the Board (and, if required by this Agreement or Law, all or the applicable subset of the Members) in accordance with the provisions of this Agreement.

(c) Preemptive Rights Notice. The Board shall give written notice of a proposed issuance or sale of Preemptive Securities (a "Preemptive Rights Notice") to each Preemptive Rights Holder within five Business Days following any meeting of the Board or Members at which any such issuance or sale is approved, if applicable, and in any event at least 20 days prior to the proposed issuance or sale or other determination to issue such Preemptive Securities. Such Preemptive Rights Notice shall describe in reasonable detail (i) the Preemptive Securities to be offered by the Company, (ii) the purchase price and other terms with respect to such offering, and (iii) each Preemptive Rights Holder's Preemptive Rights Portion, and shall inform the Preemptive Rights Holder that such Preemptive Rights Holder may provide a statement in its Preemptive Rights Exercise Notice regarding its desire to purchase a number of Preemptive Securities in excess of such Preemptive Rights Holder's Preemptive Rights Portion pursuant to Section 3.6(e).

(d) Exercise of Preemptive Rights. In order to exercise preemptive rights under this Section 3.6, a Preemptive Rights Holder must deliver an irrevocable written notice (the "Preemptive Rights Exercise Notice") to the Company describing such Preemptive Rights Holder's election to purchase all or any portion of the Preemptive Securities offered to such Preemptive Rights Holder hereunder within 20 days after receipt or deemed receipt of a Preemptive Rights Notice. If any Preemptive Rights Holder fails to give written notice to the Company within such 20-day period, then such Preemptive Rights Holder will be deemed to have declined the offer.

(e) Over-Allotment Purchase. Each Preemptive Rights Holder who accepts the offer to purchase such Preemptive Rights Holder's entire Preemptive Rights Portion may include in the Preemptive Rights Exercise Notice a statement that such Preemptive Rights Holder desires to purchase up to a specified number of Preemptive Securities in excess of such Preemptive Rights Holder's Preemptive Rights Portion. If any Preemptive Rights Holder fails to exercise its right hereunder to purchase its full Preemptive Rights Portion, then each Preemptive Rights Holder who has provided notice of its willingness to purchase Preemptive Securities in excess of such Preemptive Rights Holder's Preemptive Rights Portion will also be allocated and purchase that portion of the Preemptive Securities remaining unsubscribed for equal to a fraction, the numerator of which is the total number of Units owned by such fully-subscribing Preemptive Rights Holder and the denominator of which is the total number of Units then owned by all fully-subscribing Preemptive Rights Holders, determined on the date that the Company delivers the Preemptive Rights Notice, not to exceed the maximum amount, if any, specified by such Preemptive Rights Holder in its Preemptive Rights Exercise Notice.

(f) Issuances Subsequent to Offering Period. If any Preemptive Rights Holder fails to elect to purchase the entire Preemptive Rights Portion that such Preemptive Rights Holder is entitled to within the 20-day offering period described in Section 3.6(d) and the over-allotment option is not fully exercised pursuant to Section 3.6(e), the Company will be entitled to offer and sell any Preemptive Securities which the Preemptive Rights Holders have not elected to purchase during the 90 days following such expiration to any Person or Persons at a price not less than, and on other terms no more favorable in the aggregate to the purchasers thereof than, the prices and terms offered to the Preemptive Rights Holders. Any Preemptive Securities proposed to be offered or sold by the Company (i) during such 90-day period at a price less than, or on terms more favorable in the aggregate to the purchasers thereof than, the prices and terms offered to the Preemptive Rights Holders, or (ii) after such 90-day period, must be reoffered to the Preemptive Rights Holders in accordance with this Section 3.6.

(g) Termination of Preemptive Rights; Exclusions. The rights of the Preemptive Rights Holders under this Section 3.6 will terminate upon the consummation of the first to occur of an Initial Public Offering or a Sale Transaction in accordance with the provisions of this Agreement.

3.7 Capital Accounts. The Company will maintain a separate Capital Account for each Member in compliance with Section 704(b) of the Code and in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), it being understood that each Member's initial Capital Account shall equal the amount of such Member's initial Capital Contribution set forth opposite such Member's name on Schedule A. Without limiting the generality of the foregoing sentence, following the Effective Date, the Capital Account of each Member will be adjusted: (a) by adding any Capital Contributions made by such Member after the Effective Date in consideration for the issuance of Units or otherwise, net of any Company liabilities (within the meaning of Treasury Regulations Section 1.752-1(a)(4)) to which such Capital Contribution is subject; (b) by deducting any amounts paid to such Member in connection with the redemption or other repurchase of Units by the Company; (c) by adding any Profits or other items in the nature of book income or gain allocated to such Member and deducting any Losses or other items in the nature of book loss or deduction allocated to such Member; and (d) by deducting any Distributions, net of any Company liabilities (within the meaning of Treasury Regulations Section 1.752-1(a)(4)) to which such Distributions are subject, to such Member. The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b)(2)(iv) and be interpreted and applied in a manner consistent with such Treasury Regulations. If the Board, acting reasonably, determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, then the Board may make such modification, with written notice to the Members within three days of such modification. The Board will (x) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of the Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (y) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

3.8 Negative Capital Accounts. No Member will be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Person's Capital Account, including upon and after dissolution of the Company. No Member will be liable to pay interest to the Company or any other Person in respect of any negative balance in such Member's Capital Account.

3.9 No Withdrawal or Interest Rights. No Member will be entitled to withdraw all or any portion of such Member's Capital Contributions or Capital Account or to receive any Distribution or Tax Distribution from the Company, except as expressly provided in this Agreement. Under circumstances requiring the return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash, except as expressly provided in this Agreement. No Member shall have any liability for the return of the Capital Contributions of any other Member. No Member shall have the right to cause the sale of any Company asset, except as expressly provided in this Agreement. No Member shall have any right to receive any salary or draw with respect to its Capital Contributions or for services rendered on behalf of the Company or otherwise in its capacity as a Member. No Member will be entitled to receive interest from the Company or any other Person in respect of any positive balance in such Member's Capital Account.

3.10 Loans from Members. Loans by any Member to the Company, including, for the avoidance of doubt, any Emergency Loans, will not be considered Capital Contributions. If any Member loans any funds to the Company, then (a) the funds loaned to the Company will not increase the Capital Account of such Person, and (b) the amount of any such loans will be a debt of the Company owed to such Member and will be payable in accordance with the terms upon which such loans are made. For the avoidance of doubt, any such loans must be made in accordance with the requirements of this Agreement, including, for the avoidance of doubt, Section 3.3(d).

3.11 Adjustments to Capital Accounts for Distributions in Kind. To the extent that the Company makes a Distribution of property in kind to the Members, the Company will be deemed to have made a Distribution equal to the Fair Market Value of such property, determined by the Board as of the date of such Distribution, and such property will be treated as if it were sold for an amount equal to its Fair Market Value and any resulting gain or loss will be allocated to the Capital Accounts of the Members in accordance with Section 4.3 through Section 4.5. Any Distributions of property in kind to the Members will be made in accordance with Section 4.2.

3.12 Transfer of Capital Accounts. The original Capital Account established for each Substituted Member will be in the same amount as the Capital Account (or portion thereof) of the Member to which such Substituted Member succeeds, at the time such Substituted Member is admitted as a Member of the Company. The Capital Account of any Member whose interest in the Company is increased or decreased by means of a Transfer to it of all or less than all of the Units of another Member will be appropriately adjusted to reflect such Transfer. Any reference in this Agreement to a Capital Contribution of or a Distribution to a Substituted Member that has succeeded to all or less than all of the Units of any other Member will include any Capital Contributions or Distributions previously made by or to such Transferor on account of the Units Transferred to such Substituted Member.

3.13 Adjustments to Units. If the Board at any time elects to subdivide (by any Unit split or otherwise) any particular class of Units into a greater number of Units of such class, then the Company will subdivide each Unit of such class outstanding immediately prior to such subdivision based upon the same ratio, and if the Board at any time elects to combine (by reverse Unit split or otherwise) any particular class of Units into a smaller number of Units of such class, then the Company will combine each Unit of such class outstanding immediately prior to such combination based upon the same ratio. For the avoidance of doubt, under no circumstances may the Company combine different classes of Units pursuant to this Section 3.13.

3.14 Member Representations and Warranties. By executing this Agreement, each Member represents and warrants to the Company and acknowledges that, as of the date of such Member's execution of this Agreement or a Joinder Agreement and as of the date that any Additional Member is admitted as a Member of the Company, and as of any subsequent date on which any Member makes a Capital Contribution to the Company: (a) such Member has such knowledge and experience in financial and business matters and that such Member is capable of

evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto; (b) such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that such Member has no right (other than as specifically set forth in this Agreement) to resign or have its Units repurchased by the Company; (c) such Member is acquiring any Units in the Company for such Member's own account, for investment purposes only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof; (d) such Member understands that (i) the Units have not been registered with the U.S. Securities and Exchange Commission under the Securities Act, in reliance upon one or more exemptions from the registration requirements of the Securities Act, (ii) any Transfer of such Units is subject to compliance with, or the availability of exemptions from, the registration and qualification requirements of the Securities Act and any applicable state securities Laws, and (iii) the Transfer of such Units are subject to restrictions on Transfer, purchase options, forfeiture and other obligations and limitations as set forth in this Agreement; and (e) the execution, delivery and performance of this Agreement by such Member, if applicable, (i) have been duly authorized by all necessary corporate or other action, (ii) do not require such Member to obtain any consent or approval that has not been obtained and, (iii) do not contravene or result in a default under any provision of any existing Law applicable to such Member or any provision of such Member's charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which such Member is a party or by which such Member is bound, except, in each case of clauses (ii) and (iii), as would not reasonably be expected to have a material adverse effect on such Member. In addition, by executing this Agreement or a Joinder Agreement, each Covered Member represents and warrants to the Company and acknowledges that, as of the date such Covered Member is admitted as a Member, and as of any subsequent date on which any Covered Member makes a Capital Contribution to the Company: (x) none of the "bad actor" disqualifying events described in Rule 506(d)(1)(i) through (viii) promulgated under the Securities Act (each, a "Disqualification Event") is applicable to such Covered Member or any of such Covered Member's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii), (d)(2)(iii) or (d)(3) is applicable, and (y) to such Person's knowledge, none of the Disqualification Events is applicable to such Covered Member's initial designee named in Section 5.2(a), if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii), (d)(2)(iii) or (d)(3) is applicable.

3.15 Covered Member Notice of Disqualification Event.

(a) Each Covered Member will notify the Company promptly in writing if a Disqualification Event becomes applicable to such Covered Member or any of such Covered Member's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii), (d)(2)(iii) or (d)(3) is applicable (such Covered Member, a "Disqualified Covered Member").

(i) In such event, the Company shall notify each ROFO Rightholder that is not a Disqualified Covered Member and each such ROFO Rightholder shall have a call right (unless prohibited by applicable Law) to acquire all, but not less than all, of the Units of such Disqualified Covered Member (the "Special Call Right") at a purchase price equal to 75% of the Fair Market Value of such Units, by providing written notice to the Company within 20 days; provided that if more than one of such ROFO Rightholders exercise their Special Call Right, then they shall each purchase their pro rata portion of the applicable Units.

(ii) If the Special Call Right set forth in Section 3.15(a)(i) is not exercised by any ROFO Rightholder that is not a Disqualified Covered Member, the Company shall have the right (unless prohibited by applicable Law) at any time thereafter (exercisable by providing notice to the relevant Member) to redeem all, but not less than all, of the Units held by the Disqualified Covered Member, at an aggregate redemption price equal to 75% of the Fair Market Value of such Units.

(b) Each Covered Member with the right to designate or participate in the designation of a Manager pursuant to this Agreement also agrees (i) not to designate or participate in the designation of any Manager designee who, to such Person's knowledge, after reasonable inquiry, is a Disqualified Designee and (ii) that if such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, then such Person will promptly notify the other Managers of the Board and such Person and such other Managers will as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

## ARTICLE IV
## DISTRIBUTIONS AND ALLOCATIONS

4.1 Tax Distributions. Subject to (a) the provisions of Section 18-607 of the Delaware Act, (b) any restrictions set forth in any loan agreement, including, for the avoidance of doubt, any loan agreement with respect to an Emergency Loan, or other contractual obligation of the Company or any of its Subsidiaries, and (c) having available cash, whether on hand or under applicable credit facilities, in each case as determined by the Board, each Fiscal Quarter the Board shall cause the Company to distribute, to the extent of the Company's and its Subsidiaries' unrestricted cash on hand, and prior to any Distribution made pursuant to Section 4.2, to each Member an amount of cash (each, a "Tax Distribution") equal to the amount of Taxable income allocable to such Member for such Fiscal Quarter, net of any Taxable losses allocated to such Member in prior Fiscal Quarters of such Taxable Year and not previously taken into account under this Section 4.1 (which Taxable income or Taxable losses will take into account allocations under Section 704(c) of the Code), multiplied by the Applicable Tax Rate. The Board may elect to reduce the amount of any Tax Distributions to reflect any available Tax credits allocable to the applicable Member for the Fiscal Quarter or any prior Fiscal Quarter to the extent not previously taken into account under this Section 4.1. The amount of all Tax Distributions under this Section 4.1 will be treated as advances of any Distributions payable to the Members pursuant to Section 4.2 and Section 12.2.

4.2 Distributions.

(a) Subject to the provisions of Section 18-607 of the Delaware Act, each Fiscal Quarter the Board shall cause the Company to distribute on the Distribution Payment Date all Available Cash, if any, with respect to the Fiscal Quarter then ended, beginning with respect to the Fiscal Quarter ending on September 30, 2023. Within 45 days after the end of a Fiscal Quarter (or such longer period as approved by Major Investor Approval), the Company shall deliver to the Members a statement setting out the aggregate Available Cash calculated as of the last day of such Fiscal Quarter. Distributions by the Company will be made to the Members in the following order of priority:

(i) first, to each Member, ratably in accordance with the number of Units held by each such Member prior to such Distribution, until each such Member has received aggregate Distributions pursuant to this Section 4.2(a)(i) equal to such Member's aggregate Capital Contributions paid (or deemed to have been paid through such Member acquiring or succeeding to Units with Capital Contributions funded by the Transferor of such Units) to the Company;

(ii) second, 100% to the holders of Class A Common Units (the "Class A Holders"), ratably in accordance with the number of Class A Common Units held by each Class A Holder, until the Class A Holders have collectively received aggregate Distributions on their Class A Common Units under Section 4.2(a)(i) and this Section 4.2(a)(ii) in such amount as required to achieve an IRR of 8% in respect of the Capital Contributions paid to the Company with respect to the Class A Common Units (provided, for the avoidance of doubt, that for the purpose of this Section 4.2(a)(ii), the deemed distribution of Warrants to the Initial SB Member (described in Section 8.4) shall not be taken into account);

(iii) third, 100% to each of the holders of Class B Common Units (the "Class B Holders"), ratably in accordance with the number of Class B Common Units held by each Class B Holder, until the Class B Holders have collectively received an aggregate amount of Distributions under Section 4.2(a)(i) and this Section 4.2(a)(iii) equal to each such Class B Holder's Sharing Percentage of the cumulative amount of Distributions made pursuant to Section 4.2(a)(i), Section 4.2(a)(ii) and this Section 4.2(a)(iii); and

(iv) thereafter, ratably to the holders of Common Units in accordance with the number of Common Units held by each such Member prior to such Distribution.

(b) In the event of a Sale Transaction, the Board shall promptly cause the Company to distribute the proceeds of the Sale Transaction to the Members in accordance with the provisions of Section 4.2(a)(i)-(iv). Distributions of Available Cash more frequently than quarterly may be made only with Major Investor Approval pursuant to Section 6.3(b).

(c) Distribution Reserve Policy. The Company shall hold in reserve such cash or cash equivalents in an amount equal to the sum of, without duplication or overlapping of reserves covering the same or similar obligations, liabilities or risks: (i) amounts required under the terms of the Commercial Agreement, any loan agreement, including, for the avoidance of doubt, any loan agreement with respect to an Emergency Loan, or other contractual obligation of the Company, in each case, due and payable by the Company within the current or upcoming Fiscal Quarter, (ii) amounts required by applicable Law, and (iii) an amount the Board determines, acting reasonably, is reasonably required to conduct the business of the Company at such time for a period of up to three months after the establishment of such reserves (or such other longer period as may be determined by Major Investor Approval pursuant to Section 6.3(b)), taking into account the

then-current Annual Budget, or if no then-current Annual Budget exists, the expected operating expenses and capital requirements for such period, and such other factors as the Board may determine (acting reasonably), including with respect to any contingent liabilities, indemnification liabilities or other liabilities of the Company (collectively, "Permitted Reserves").

4.3 Allocations. For each Fiscal Year of the Company, after adjusting each Member's Capital Account for all Distributions made during such Fiscal Year and all Regulatory Allocations required to be made pursuant to Section 4.4 with respect to such Fiscal Year, Profits and Losses will be allocated among the Members in such a manner as to reduce or eliminate, to the extent possible, any difference, as of the end of such Fiscal Year, between (a) the sum of (i) the Capital Account of each Member, (ii) such Member's share of Minimum Gain (as determined according to Treasury Regulations Section 1.704-2(g)), and (iii) such Member's partner nonrecourse debt minimum gain (as defined in Treasury Regulations Section 1.704-2(i)(2)), and (b) the respective net amounts, positive or negative, that would be distributed to the Members or for which they would be liable to the Company under this Agreement and the Delaware Act, determined as if the Company were to (i) liquidate the assets of the Company for an amount equal to their Book Value and (ii) distribute the proceeds of such liquidation pursuant to Section 12.2. The Members acknowledge that Forfeiture Allocations may result from the allocations of Profits and Losses provided for in this Agreement.

4.4 Regulatory Allocations. Notwithstanding any provisions of Section 4.3 to the contrary, if necessary, the Company will make special allocations to comply with (a) the Company Minimum Gain charge back provisions of Treasury Regulations Section 1.704-2(f), (b) the partner nonrecourse debt minimum gain charge back provisions of Treasury Regulations Section 1.704-2(i), (c) the qualified income offset provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d), and (d) to the extent required, the forfeiture allocation provisions of Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) ("Forfeiture Allocations") or any successor provision or guidance issued by the applicable Governmental Authority. The allocations set forth in the prior sentence (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Section 704 of the Code. Notwithstanding any other provisions of this Article IV to the contrary, if the Board determines that it is prudent, acting reasonably, to do so, the Board may make reasonably necessary supplementary allocations of Company income, gain, loss or deduction in order to offset Regulatory Allocations made so that, to the extent permissible under the Code, the net amount of allocations of Profits and Losses and the Regulatory Allocations (including Regulatory Allocations that, although not yet made, are expected to be made in the future) to each Member will equal the net amount of allocations that would have been allocated to such Member if the Regulatory Allocations had not been made.

4.5 Tax Allocations.

(a) Allocations Generally. Except as provided in Section 4.5(b), for U.S. federal, state and local income Tax purposes, each item of income, gain, loss, deduction and credit of the Company will be allocated among the Members in the same manner and in the same proportion that the corresponding book items have been allocated among the Members' Capital Accounts, except that if any such allocation is not permitted by the Code or other applicable Law, then each subsequent item of income, gain, loss, deduction and credit will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Section 704(c) Allocations. Each item of income, gain, loss, deduction and credit of the Company with respect to any property contributed to the capital of the Company will, solely for Tax purposes, be allocated among the Members in accordance with Section 704(c) of the Code so as to take account of any variation between the adjusted basis of such asset for federal income Tax purposes and its initial Book Value. In addition, if the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f), then subsequent allocations of items of income, gain, loss, deduction and credit with respect to such asset will take account of any variation between the adjusted basis of such asset for federal income Tax purposes and its Book Value in the same manner as under Section 704(c) of the Code. The Board will determine all allocations pursuant to this Section 4.5(b) using any permissible method under Treasury Regulations Section 1.704-3.

(c) The reduction in the amount of depreciation, amortization or other cost recovery deductions allowable in respect of the Symbotic Systems acquired by the Company from the Symbotic Member pursuant to the Commercial Agreement that is attributable to the Tax Basis Differential shall be borne entirely by the SB Member (*i.e.*, the Symbotic Member's share of depreciation, amortization or other cost recovery deductions in respect of such Symbotic Systems shall not be less than the amount of such deductions to which the Symbotic Member would have been entitled (based on its Sharing Percentage) had the Company's tax basis in such Symbotic Systems been equal to the amount set forth in clause (ii) of the definition of the Tax Basis Differential.

4.6 Indemnification and Reimbursement for Payments on Behalf of a Member. Each Member hereby authorizes the Company to withhold and to pay over any Taxes required under Law to be withheld by the Company or any of its Affiliates with respect to any amount payable, distributable or allocable by the Company to such Member. If the Company is required by Law to make any payment to a Governmental Authority or if amounts are withheld from payments otherwise required to be made to the Company, in each case, that is specifically attributable to or on account of a Member or a Member's status as such (including U.S. federal, state and local withholding Taxes, Taxes imposed on the Company under Section 6221 of the Code, state personal property Taxes, and state unincorporated business taxes), then such Member will indemnify, defend and hold harmless the Company for, and contribute to the Company in full, the entire amount withheld or paid by the Company on behalf of or in respect of such Member (including any interest, penalties and related expenses); provided that for the avoidance of doubt, any such indemnification, contribution or other payment by or on behalf of a Member will not be treated as a Capital Contribution. The Board may offset Distributions, including Tax Distributions, to which a Person is otherwise entitled under this Agreement against such Person's obligation to indemnify and make contributions to the Company under this Section 4.6. A Member's obligation to indemnify and make contributions to the Company under this Section 4.6 will survive the termination, dissolution, liquidation and winding up of the Company and the disposition of all of such Member's Units, and the Company will be treated as continuing in existence until such obligations are satisfied. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 4.6, including pursuant to Section 14.7, to collect such indemnification and contribution, with interest calculated at a rate equal to the Default Rate.

ARTICLE V
BOARD; MANAGEMENT

5.1 Authority of Board. Subject to the other provisions of this Agreement, (a) the board of the Company (the "Board") will conduct, direct and exercise full control over all activities of the Company, (b) all management powers over the business and affairs of the Company will be exclusively vested in the Board, and (c) the Board will have the sole power to bind or take any action on behalf of the Company, and to exercise any rights and powers granted to the Company under this Agreement and any other agreement, instrument or other document that the Company is a party to or beneficiary of. The Board will be deemed the "manager" (as defined in the Delaware Act).

5.2 Composition of the Board.

(a) Number and Appointment. The Board will initially consist of three Managers and, subject to Sections 5.2(b), 5.2(d) and 5.2(e), will be comprised of the following Persons:

(i) one Manager designated by the SB Member, who initially will be Vikas J. Parekh (the "SB Manager");

(ii) one Manager designated by the Symbotic Member, who initially will be Richard B. Cohen (the "Symbotic Manager"); and

(iii) one independent (vis-à-vis each Initial Member to the extent such Initial Member remains a Major Investor, and who would otherwise, if a director of a listed issuer, qualify as an "independent director" under the listing standards of NASDAQ and Rule 10A-3(b)(ii) of the Securities Exchange Act) Manager (the "Independent Manager") designated by the unanimous written consent of the Initial Members to the extent such Initial Member remains a Major Investor, who will initially be appointed as promptly as practicable following the Effective Date; provided that if only one Initial Member remains a Major Investor then the Independent Manager shall be designated pursuant to Section 5.2(e).

(b) Fall-Away Designation Rights. In addition to and without limiting the provisions of Section 3.3(e), if at any time the SB Member or the Symbotic Member, respectively, ceases to be a Major Investor, the right of such Member pursuant to Sections 5.2(a)(i) or (ii), as applicable, will be of no further force or effect, and the SB Manager or the Symbotic Manager, as applicable, will be deemed to have resigned from the Board and will automatically and immediately cease to be a Manager without any further action. Such Manager position will thereafter be filled by an independent (vis-à-vis each Initial Member to the extent such Initial Member remains a Major Investor, and who would otherwise, if a director of a listed issuer, qualify as an "independent director" under the listing standards of NASDAQ and Rule 10A-3(b)(ii) of the Securities Exchange Act) Manager pursuant to Section 5.2(e), and such Manager shall thereafter be deemed an "Independent Manager" for all purposes under this Agreement.

(c) Term. Each Manager will serve until a successor is duly appointed in accordance with the terms hereof or its, his, her or their earlier resignation, death, incapacitation or removal. A Person will become a Manager effective upon receipt by the Company of a written notice (or at such later time or upon the happening of some other event specified in such notice) of such Person's designation from the Person(s) entitled to designate such Manager pursuant to Section 5.2(a); provided that the Persons identified by name in Section 5.2(a) will become Managers effective on the Effective Date. A Manager may resign at any time by delivering written notice to the Company. Such resignation will be effective upon receipt by the Company unless it is specified to be effective at some other time or upon the happening of some other event.

(d) Removal. Any Manager will be removed automatically from the Board and each committee thereof or from the board of managers, board of directors or similar governing body of any Subsidiary, or any committee thereof (without any further action on the part of such Manager, the Board, such Subsidiary governing body or such committee(s)):

(i) in the case of a SB Manager, for any or no reason upon the written request of the SB Member;

(ii) in the case of a Symbotic Manager, for any or no reason upon the written request of the Symbotic Member;

(iii) in the case of an Independent Manager, (A) for any or no reason upon the written consent of either Initial Member (or, if only one Initial Member remains a Major Investor, then with the written consent of either (x) such Initial Member that remains a Major Investor or (y) the other Members holding a majority of the aggregate number of Units held by such other Members) or (B) in the event the Independent Manager is no longer independent (vis-à-vis each Initial Member to the extent such Initial Member remains a Major Investor, and who would otherwise, if a director of a listed issuer, qualify as an "independent director" under the listing standards of NASDAQ and Rule 10A-3(b)(ii) of the Securities Exchange Act);

(iv) if the Board (excluding the Manager that is the subject of the Board's evaluation of whether there is Cause for Removal of such Manager) determines that Cause for Removal exists; or

(v) if a Manager is an employee of the Company or any of its Subsidiaries and ceases to be employed by the Company or any of its Subsidiaries.

(e) Vacancies. Subject to Section 5.2(b), (i) a vacancy on the Board because of the resignation, death, incapacity or removal of a SB Manager will be filled by the SB Member, (ii) a vacancy on the Board because of the resignation, death, incapacity or removal of a Symbotic Manager will be filled by the Symbotic Member and (iii) a vacancy on the Board because of the resignation, death, incapacity or removal of an Independent Manager will be filled by the unanimous written consent of the Initial Members who remain Major Investors at such time, or, if only one Initial Member remains a Major Investor, by mutual consent of (x) the Initial Member who remains a Major Investor and (y) the other Members holding a majority of the aggregate number of Units held by such other Members. If such Initial Members are not able to agree on an Independent Manager within 30 days of a vacancy in an Independent Manager on the Board, the most senior Officer who is independent shall become an interim Independent Manager (a

"Temporary Independent Manager"). Such Temporary Independent Manager shall serve as Independent Manager until the earlier of (x) the appointment of an Independent Manager with the unanimous consent of the Initial Members who remain Major Investors at such time (or, if only one Initial Member remains a Major Investor, then pursuant to the procedure described in the first sentence of this Section 5.2(e)), (y) the removal of the Temporary Independent Manager in accordance with either Section 5.2(d)(iii) or (iv), as applied to such Temporary Independent Manager, and (z) the Temporary Independent Manager ceases to be employed as an officer of the Company.

(f) Chairperson. The Independent Manager will serve as the chairperson of the Board (the "Chairperson") and will preside at all meetings of the Board; provided that if there is more than one Independent Manager, the Chairperson role will be rotated among the Independent Managers once per year; provided, further, that with respect to any matters involving a conflict or potential conflict of interest between the Company or any of its Subsidiaries, on the one hand, and the Chairperson, on the other hand, another Manager without a conflict or potential conflict of interest with the Company or any of its Subsidiaries with respect to the matter will preside, if available. The Chairperson will otherwise have no special, enhanced voting or governance rights.

(g) Subsidiary Governing Bodies; Committees. Each Subsidiary of the Company will, to the greatest extent permitted by applicable Law, have a board of managers, board of directors or similar governing body that provides for the same constitution of such governing body and the same voting rights as are, in each case, applicable to the Company and set forth herein. To the greatest extent permitted by applicable Law, the Board may from time to time establish and delegate authority to one or more committees. To the greatest extent permitted by applicable Law, the board of managers, board of directors or similar governing body of any of the Company's Subsidiaries may from time to time establish and delegate authority to one or more committees on the same basis as the Company's Board. Any committee of the Board or the board of managers, board of directors or similar governing body of any of the Company's Subsidiaries will promptly notify the Board or such Subsidiary's board of managers, board of directors or similar governing body, as applicable, of any decisions it has made. Except for any Transaction Committee set forth in Section 9.10 or other conflicts or special committees overseeing actions or transactions of the Company involving a conflict or potential conflict of interest between the Company or any of its Subsidiaries, on the one hand, and any Member or any executive officer, manager, director, Affiliate or Related Party of a Member, on the other hand, with respect to which the Symbotic Manager or the SB Manager, as applicable, is recused pursuant to Section 9.10 or Section 5.3(c), as applicable, the Symbotic Member and the SB Member, so long as such Member is a Major Investor, shall each be entitled to appoint the Symbotic Manager and the SB Manager, as applicable, to any committee created by the Board and as a member of any board of managers, board of directors or similar governing body (or committee thereof) of any Subsidiary.

(h) Reimbursement; Compensation. The Company will pay, or will cause one of its Subsidiaries to pay, the reasonable and documented out-of-pocket costs and expenses incurred by each Manager in the course of such Manager's service hereunder, including expenses for travel, meals and accommodation in connection with attending regular and special meetings of the Board, any board of managers, board of directors or similar governing body of each of the Company's Subsidiaries or any of their respective committees, in each case, subject to the Company's policies and procedures with respect thereto (including the requirement of reasonable

documentation thereof). The Company may enter into a customary contract with the Independent Manager that may include reasonable compensation for serving as a Manager, as approved by the unanimous consent of the Initial Members who remain Major Investors at such time (or, if only one Initial Member remains a Major Investor, then with the written consent of (i) such Initial Member that remains a Major Investor and (ii) the other Members holding a majority of the aggregate number of Units held by such other Members). Neither the SB Manager nor the Symbotic Manager will receive additional compensation from the Company or its Subsidiaries in connection with serving on the Board (or any committee thereof) or any board of managers, board of directors or similar governing body of any of the Company's Subsidiaries (or any committee thereof).

5.3 Board Actions.

(a) Voting. Except as otherwise contemplated in this Agreement, each Manager voting on any matter submitted to the Board or any committee thereof (whether the consideration of such matter is taken at a meeting, by written consent or otherwise) will have one vote. Subject to Section 5.4 or as otherwise set forth in this Agreement, (i) the affirmative vote (whether by proxy or otherwise) of the Managers holding a majority of the votes of all Managers present at any meeting of the Board will be the act of the Board and (ii) except as otherwise provided by the Board when establishing any committee, the affirmative vote (whether by proxy or otherwise) of the Managers then serving on such committee holding a majority of the votes of all Managers then serving on such committee will be the act of such committee. The actions by the Board or any committee thereof may be taken by vote of the Board or such committee at a meeting thereof or by written consent (without a meeting, without notice and without a vote) so long as, except as otherwise contemplated by this Agreement, such written consent is signed by all Managers then serving on the Board or such committee, as the case may be (including, for the avoidance of doubt, the SB Manager and the Symbotic Manager, subject to Section 5.2(b)).

(b) Meetings. Meetings of the Board and any committee thereof will be held at the principal office of the Company, by telephone or video conference or similar communications equipment by means of which all individuals participating in the meeting can be heard or at such other place as may be determined by the Board or such committee. Except as otherwise contemplated by this Agreement, the presence of the SB Manager and the Symbotic Manager, in person, telephonically, virtually or through their duly authorized proxy, shall constitute a quorum at any meeting of the Board or any committee thereof. Business may be conducted once a quorum is present. If a quorum is not present at any meeting, such meeting of the Board shall be adjourned for at least seven days to a date, time and place proposed by the Chairperson. If, after three such adjournments, at the fourth consecutive meeting a quorum is not present, the members of the Board present shall constitute a quorum. Regular meetings of the Board will be held on such dates and at such times as will be determined by the Board. Except as otherwise determined by the Board, the Company will endeavor to hold at least four regular meetings during any period of 12 consecutive months. Special meetings of the Board may be called by the Chairperson (if any) or any other Manager, and special meetings of any committee may be called by the Chairperson (if any) or any Manager on such committee. Notice of each meeting of the Board or committee stating the date, place and time, and the purpose or purposes of, and the business to be transacted at, such meeting will be given to each Manager (in the case of a Board meeting) or each Manager on such committee (in the case of a committee meeting) by hand, telephone, email, overnight courier or

the U.S. mail at least 24 hours prior to such meeting. Attendance of a Manager at a meeting will constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the meeting on the ground that the meeting is not lawfully called or convened. Notice may be otherwise waived by any Manager before or after a meeting in writing. The actions taken by the Board or any committee at any meeting (as opposed to by written consent), however called and noticed, will be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after the meeting, the Managers as to whom it was improperly held sign a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. The Board and each committee may adopt such other procedures governing meetings and the conduct of business at such meetings as the Board or such committee, as applicable, will deem appropriate.

(c) Conflicts of Interest. Notwithstanding anything to the contrary in this Agreement, to the extent that a conflict or a potential conflict of interest exists or arises between the Company or any of its Subsidiaries, on the one hand, and any Member or any executive officer, manager, director, Affiliate, or Related Party of a Member, on the other hand (a "Conflict of Interest"), in connection with a matter or action to be taken by the Board or any committee thereof, then (i) any Manager that is appointed by such conflicted or potentially conflicted Member shall be recused from the deliberation with respect to or approval of such matter or action, (ii) any other Manager that another Member unilaterally has the right to appoint pursuant to Section 5.2(a) shall be recused from the deliberation with respect to or approval of such matter or action and (iii) the Independent Manager(s) shall unilaterally consider and determine the resolution of or approve the matter or action and the requisite action to be taken by the Company or any of its Subsidiaries; provided that if only one Independent Manager exists and such Independent Manager is removed pursuant to Section 5.2(d) or otherwise resigns or becomes incapacitated during the pendency of considering and determining such matter or action with respect to a Conflict of Interest, and the Initial Members are not able to agree on an Independent Manager within 30 days of a vacancy in such Independent Manager, then Section 5.8 shall apply to such matter or action (and, for the avoidance of doubt, the Temporary Independent Manager shall not consider or determine the resolution of or approve any matter or action with respect to such matter or action). The determination of the Independent Manager(s) of such matter or action shall be binding on the Company and its Subsidiaries, and no Member or other Manager consent or vote shall be required for passage of, or counted in favor or against the approval of, such matter or action, including for purposes of the unanimous prior approval or unanimous written consent standard set forth in Section 5.4 or in Section 6.3.

5.4 Actions Requiring Unanimous Consent of the Board. Notwithstanding the generality of Section 5.1 or anything else in this Agreement to the contrary, other than Section 5.8, without the unanimous prior approval or unanimous written consent by the affirmative vote of all of the Managers then serving on the Board (excluding any vacancies on the Board and any Managers recused pursuant to Section 5.3(c) or as otherwise contemplated by this Agreement), the Company will not take, and will cause each of its Subsidiaries to refrain from taking, any of the following actions (whether, directly or indirectly, by amendment to the Certificate or other applicable document or by merger, recapitalization, reclassification, consolidation or otherwise, and any such action taken shall be void *ab initio* and of no force or effect whatsoever) (provided that this Section 5.4 shall be subject to and not be interpreted to modify any rights or obligations of any Member or the Board under Sections 5.7, 9.9, 9.10, 9.11 or 9.12):

(a) pursuant to Section 9.1(a) and subject to the exceptions set forth therein, consenting to any Transfer of Units by any Member;

(b) issuing, creating, incurring, assuming, guaranteeing, endorsing or otherwise becoming liable or responsible for any indebtedness for borrowed money (other than any Emergency Loans pursuant to Section 3.3(d)), or increasing any facilities with respect to any existing indebtedness for borrowed money, in each case, following which the Company and its Subsidiaries would have a total consolidated indebtedness for borrowed money in excess of 25% of the total consolidated assets of the Company and its Subsidiaries;

(c) selling, leasing or otherwise disposing of the consolidated assets of the Company or its Subsidiaries, other than sales of inventory and used equipment in the ordinary course of business, with a value in excess of $1,000,000;

(d) acquiring, including through any series of transaction, any equity interests of any third party or assets of any third party with a value in excess of $1,000,000;

(e) approving the Annual Budget and Operating Plan in accordance with Section 5.6;

(f) making any expenditure not otherwise subject to approval under this Section 5.4 which exceeds by more than five percent the amount set forth in the appropriate line item for such expenditure in the Annual Budget, if applicable, or which causes the category of expenditures which encompasses such line item (*e.g.*, general and administrative expenses, capital expenditures, lease expenses) to exceed by more than five percent the amount set forth for such category in such Annual Budget;

(g) other than the transactions contemplated by the Commercial Agreement and the Framework Agreement, entering into transactions, contracts or other agreements involving aggregate payments in excess of $5,000,000 in a calendar year;

(h) creating, incurring or assuming any material Liens (other than Permitted Liens) with respect to any assets of the Company or its Subsidiaries;

(i) selling, assigning, licensing, pledging or encumbering any material technology or intellectual property;

(j) guaranteeing the financial obligations of another Person;

(k) appointing, retaining or terminating the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and the Head of Sales of, or individuals who hold similar roles with, the Company;

(l) approving or modifying any compensation (including salary, bonuses, benefits and other forms of current and deferred compensation) payable to the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and the Head of Sales of, or individuals who hold similar roles with, the Company;

(m) approving annual and quarterly financial statements of the Company and any of its Subsidiaries;

(n) other than pursuant to Section 5.7 or as required by the terms of the Commercial Agreement, (i) approving or purchasing any insurance for an officer, director, employee or representative of the Company or (ii) providing indemnification to any officer, director, employee or representative of the Company;

(o) entering into, altering, amending, modifying, or terminating any material agreement to which the Company is a party, or waiving any material provision thereof; or

(p) agreeing or committing to any of the foregoing.

5.5 Officers.

(a) Designation and Appointment. Subject to Section 5.4, the Board may (but need not), from time to time, designate and appoint one or more Persons as an Officer or Officers. No Officer need be a resident of the State of Delaware, a Member or a Manager. Any Officers so designated will have such authority and perform such duties as the Board may, from time to time, delegate to them. The Board may assign titles to particular Officers (including Executive Chairperson, Chief Executive Officer, President, Chief Financial Officer, Chief Operating Officer, Vice President, Executive Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer). Unless the Board otherwise decides, if an Officer is assigned a title that is commonly used for officers of a business corporation incorporated under the Laws of the State of Delaware, then the assignment of such title will constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to (i) any specific delegation of authority and duties made to such Officer by the Board pursuant to the third sentence of this Section 5.5(a) or (ii) any delegation of authority and duties made to one or more Officers under Section 5.5(c). Any number of offices may be held by the same person. Subject to Section 5.4: (i) each Officer will hold office until such Officer's successor is duly designated and qualified or until such Officer's death or until such Officer resigns or has been removed in the manner hereinafter provided and (ii) the salaries or other compensation, if any, of the Officers and agents of the Company will be fixed from time to time by the affirmative vote (whether by proxy or otherwise) of the Managers holding a majority of the votes of all Managers then serving on the Board (excluding any vacancies on the Board).

(b) Resignation; Removal; Vacancies. Any Officer (subject to any contract rights available to the Company or any of its Subsidiaries, if applicable) may resign as such at any time. Such resignation will be made in writing and will take effect at the time specified therein, or if no time is specified therein, at the time of its receipt by the Board. The acceptance of a resignation will not be necessary to make it effective, unless expressly so provided in the resignation. Subject to Section 5.4, any Officer may be removed as an Officer, either with or without cause, by the affirmative vote (whether by proxy or otherwise) of the Managers holding a majority of the votes of all Managers then serving on the Board (excluding any vacancies on the Board), at any time; provided that such removal will be without prejudice to any expressly surviving contract rights, if any, of the individual so removed. Designation of an Officer will not of itself create contract rights. Subject to Section 5.4, any vacancy occurring in any office of the Company may be filled by the Board and will remain vacant unless and until it is filled by the Board.

(c) General Duties of Managers and Officers. Except as otherwise provided in this Agreement, and subject to Section 5.5(d), the Managers and the Officers, in the performance of their duties as Managers or Officers, as applicable, will owe to the Company and its Subsidiaries and the Members fiduciary duties (including the duties of loyalty and due care) of the type owed by the directors or officers, as applicable, of a corporation incorporated under the General Corporation Law of the State of Delaware to such corporation and its stockholders. Notwithstanding any other provision of this Agreement or any duty otherwise existing at Law, in equity or otherwise, whenever in this Agreement a Person who is a Member is permitted or required to make a decision or take an action solely in the capacity as a Member, an investor or holder of Units in the Company or on behalf of a Member (including as a partner, officer, director, manager, representative or owner of an entity that is a Member) (and not in the capacity as a Manager), such Person making such decisions or taking such actions shall not be subject to any fiduciary duties such Person would otherwise have under applicable Law and shall be entitled to consider only such interests and factors as such Person desires, including such Person's own interests or those of any such Person's Affiliates, and shall, to the fullest extent permitted by applicable Law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person.

(d) Limitation of Liability of Managers. Notwithstanding anything to the contrary, Section 5.5(c) will no longer apply to any Manager if the SB Member Transfers any Units, except for (i) Transfers of any Units to any new Members of the Company (for the avoidance of doubt, not including any new Members admitted pursuant to an Exempt Transfer) who are approved and admitted pursuant to Section 6.3(b)(xii), (ii) any Permitted Syndication as provided in Section 9.1(c) or (iii) Exempt Transfers as provided in Section 9.1(d) (the date of such Transfer other than those expressly contemplated by the foregoing clauses (i), (ii) and (iii) of this Section 5.5(d), the "Fiduciary Duty Fallaway Date"). From and after the Fiduciary Duty Fallaway Date, notwithstanding any duty otherwise existing at law or in equity, to the fullest extent permitted by applicable Law, including, for the avoidance of doubt, Section 18-1101(c) of the Delaware Act, and except as expressly contemplated by this Agreement or any other agreement entered into between a Manager and any Member or the Company or any of its Subsidiaries, no Manager shall have any duty (including any fiduciary duty) in such capacity as Manager otherwise applicable at law or in equity to the Company, any other Manager, any Member or any other Person with respect to or in connection with the Company or the Company's business or affairs. It is the intent and agreement of the Parties that, after the Fiduciary Duty Fallaway Date, all fiduciary duties be, and hereby are, eliminated and no fiduciary duties shall apply to any action or omission taken by any Manager (in such Manager's capacity as such) in connection with the Company; provided that (A) the foregoing shall not eliminate the obligation of the Managers to act in compliance with the express terms of this Agreement and (B) the foregoing shall not be deemed to eliminate the implied contractual covenant of good faith and fair dealing of the Managers. Notwithstanding anything to the contrary contained herein, each Member agrees not to file a lawsuit or other legal claim or charge to assert against any Manager any claim regarding any breach of any duty (including any fiduciary duty) in such Manager's capacity as such or challenging the provisions of this Section 5.5(d)).

5.6 Operating Plan and Budget.

(a) Proposals. The Officers shall prepare and provide to the Board for the Board's approval, in accordance with Section 5.4(e), no later than 90 days prior to the end of each Fiscal Year: (i) a proposed annual operating and capital budget of the Company and its Subsidiaries for the following Fiscal Year, which shall be broken down into quarterly periods for such Fiscal Year (the "Annual Budget"); and (ii) a proposed operating plan for the Company and its Subsidiaries for the following three Fiscal Years (the "Operating Plan"); provided that if requested by the unanimous consent of the Board, the Officers shall prepare and provide to the Board a revised Annual Budget or Operating Plan with such updates as requested by the Board.

(b) Submission to Major Investors. Promptly upon approval of an Annual Budget and Operating Plan by the Board pursuant to Section 5.4(e), the Annual Budget and Operating Plan shall be submitted to the Major Investors for their approval pursuant to Section 6.3(b)(xi). If (x) the Board fails to approve or submit the Annual Budget or Operating Plan to the Major Investors prior to the beginning of any Fiscal Year or (y) the Major Investors fail to approve an Annual Budget or Operating Plan prior to the beginning of any Fiscal Year, then the prior Fiscal Year's Annual Budget or Operating Plan (as applicable), adjusted for any changes in the consumer price index over the relevant period (excluding non-recurring expenditures), will be deemed approved by the Board and the Major Investors until an Annual Budget or Operating Plan (as applicable) is unanimously approved by the Board and has received Major Investor Approval; provided that, if an Annual Budget or Operating Plan fails to be approved for any two consecutive Fiscal Years, then Section 5.8 shall apply with respect to the approval of the subsequent Annual Budget or Operating Plan.

(c) Operation of the Company. The Members and the Officers shall take or cause to be taken the actions described herein to cause the Company to be operated in accordance with the then-current Operating Plan and Annual Budget. The Officers shall provide quarterly progress updates to the Board on the then-current Operating Plan and Annual Budget.

5.7 Indemnification; Exculpation.

(a) Generally. Subject to the other provisions of this Section 5.7, the Company will, and will cause its Subsidiaries to, indemnify, defend and hold harmless each Person who is or was serving as a Manager or an Officer or is or was a Member (each, an "Indemnified Person"), in each case, to the fullest extent permitted under the Delaware Act or other applicable Law, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses whatsoever (including attorneys' fees and expenses, judgments, fines, amounts paid in settlement, excise Taxes or penalties) reasonably incurred or suffered by such Indemnified Person (or one or more of such Indemnified Person's Affiliates) arising from Proceedings in which such Indemnified Person may be involved, as a party or otherwise, by reason

of its being a Member, a Manager or an Officer (including by reason of its serving as a director, officer, employee or agent of a corporation, partnership, joint venture, trust, employee benefit plan, fund, other enterprise or nonprofit entity at the request of the Company), or by reason of its involvement in the management of the affairs of the Company, whether or not it continues to be such at the time any such loss, liability or expense is paid or incurred; provided that unless the Board otherwise consents in writing, no Indemnified Person will be indemnified for any expenses, liabilities or losses suffered for (i) actions or omissions by an Indemnified Person or its Affiliates (excluding, for purposes hereof, the Company and its Subsidiaries) constituting gross negligence, bad faith, willful misconduct or fraud; or (ii) any present or future breaches of any representations, warranties or covenants by such Indemnified Person, his, her, their or its Affiliates (excluding, for purposes hereof, the Company and its Subsidiaries), or any of their respective employees, agents or representatives, herein or in any other agreement with the Company or any of its Subsidiaries; provided, further, that unless the Board otherwise determines, no Indemnified Person will be entitled to indemnification hereunder with respect to a Proceeding initiated by such Indemnified Person. Expenses, including attorneys' fees and expenses, incurred by any Indemnified Person in defending a threatened, pending or completed Proceeding to which such Indemnified Person was or is a party or is threatened to be made a party by reason of its being a Member, a Manager or an Officer (including by reason of its serving as a director, officer, employee or agent of a corporation, partnership, joint venture, trust, employee benefit plan, fund, other enterprise or nonprofit entity at the request of the Company) or by reason of its involvement in the management of the affairs of the Company (other than a Proceeding initiated by such Indemnified Person not authorized by the Board) will be paid by or on behalf of the Company in advance of the final disposition of such Proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person (in form and substance reasonably acceptable to the Board) to repay such amount if it will ultimately be determined that such Indemnified Person is not entitled to be indemnified by or on behalf of the Company. The indemnification provided by this Section 5.7 will inure to the benefit of the heirs and personal representatives of each Indemnified Person.

(b) Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Section 5.7 will not be exclusive of any other right that any Indemnified Person may have or hereafter acquire under any statute, agreement, law, determination or vote of the Board or otherwise (but excluding insurance obtained by the Company or any of its Affiliates) (such other rights, "Supplemental Indemnification Rights"). Subject to Section 5.4(n), the Board may grant any rights comparable to those set forth in Section 5.7(a) to any Manager, Officer or Member as it may determine.

(c) Insurance. The Company will use commercially reasonable efforts to purchase and maintain, or cause its Subsidiaries to purchase and maintain, at its own expense, director and officer liability insurance on terms and in an amount approved by the Board, to protect any Indemnified Person against any expense, liability or loss of the nature described in Section 5.7(a), whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of Section 5.7(a). Each Manager will be entitled to the same benefits under such insurance as each other Manager. The Company will ensure that any such insurance policies comply with Section 5.7(d), including that there be no right of contribution against any provider of Supplemental Indemnification Rights and that providers of Supplemental Indemnification Rights are subrogated to an Indemnified Person's rights under such insurance policies.

(d) Primary Obligation. The Company and each Member hereby acknowledge and agree that the Initial Member Managers may have certain rights to indemnification, advancement of expenses or insurance provided by the SB Member and the Symbotic Member, respectively, which the Initial Member Managers and the Initial Members intend to be secondary to the primary obligation of the Company to indemnify the Initial Member Managers as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to the Initial Member Managers' willingness to serve on the Board. Notwithstanding anything contained herein to the contrary, the Company and each Member hereby agree (i) that the Company is the indemnitor of first resort with respect to any expenses, liabilities and losses reasonably incurred or suffered by Initial Member Managers in connection with their roles as Managers of the Company (*i.e.*, its obligations to the Initial Member Managers are primary and any obligations of an Initial Member to advance expenses or to provide indemnification for the same expenses or liabilities incurred by an Initial Member Manager in connection with their service as an Initial Member Manager are secondary), (ii) that the Company shall be required to advance the full amount of expenses incurred by any Initial Member Manager in connection with their service as an Initial Member Manager as required by the terms of this Agreement (or any other agreement between the Company and an Initial Member Manager), without regard to any rights that an Initial Member Manager may have against an Initial Member, and (iii) that the Company irrevocably waives, relinquishes and releases each Initial Member from any and all claims against such Initial Member for contribution, subrogation or any other recovery of any kind in respect thereof. The Company and each Member further agree that no advancement or payment by an Initial Member on behalf of an Initial Member Manager with respect to any claim for which such Initial Member Manager has sought indemnification from the Company shall affect the foregoing, and the applicable Initial Member shall have a right of contribution or be subrogated to the extent of any such advancement or payment to all of the rights of recovery of such Initial Member Manager against the Company. The Company agrees that each Initial Member and its respective Affiliates are express third-party beneficiaries of the terms of this Section 5.7(d).

(e) Limitation. Notwithstanding anything herein to the contrary (including in this Section 5.7), any indemnity by the Company relating to the matters covered in this Section 5.7 will be provided solely out of and to the extent of the Company assets (including proceeds from insurance policies maintained by the Company), and no Member will have personal liability on account thereof or will be required to make additional Capital Contributions to help satisfy such indemnity of the Company (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof).

(f) Exculpation. To the fullest extent that would be permitted by Section 102(b)(7) of the General Corporation Law of Delaware, as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Company to provide broader exculpation than permitted prior thereto), if the Company were a corporation incorporated under the General Corporation Law of the State of Delaware, no Manager of the Company shall be liable to the Company or its Members for monetary damages arising from a breach of fiduciary duty as a Manager, if applicable. Each Manager shall be a third-party beneficiary of this Agreement for purposes of this Section 5.7(f).

(g) Savings Clause. If this Section 5.7 or any portion hereof is invalidated on any ground by any court of competent jurisdiction, then the Company will nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 5.7 to the fullest extent permitted by any applicable portion of this Section 5.7 that has not been invalidated and to the fullest extent permitted by applicable Law. The indemnification provisions set forth in this Section 5.7 will be deemed to be a contract between the Company and each of the Persons constituting Indemnified Persons at any time while the provisions of this Section 5.7 remain in effect, whether or not such Indemnified Person continues to serve in such capacity and whether or not such Indemnified Person is a party hereto. The rights of the Indemnified Persons under this Section 5.7 will survive the termination of this Agreement.

(h) Survival of Indemnification, Advancement of Expenses and Exculpation. The indemnification, advancement of expenses and exculpation provided by, or granted pursuant to, this Section 5.7 will, unless otherwise provided when authorized or ratified, inure to the benefit of the heirs, executors and administrators of an Indemnified Person or Manager, as applicable. Any amendment, modification or repeal of this Section 5.7 or any provision hereof will be prospective only and will not in any way affect the limitations on liability of an Indemnified Person, or terminate, reduce or impair the right of any past or present Indemnified Persons, under and in accordance with the provisions of this Section 5.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

5.8 Dispute and Deadlock Resolution.

(a) Except as otherwise expressly set forth herein, if any material business matter has been presented to the Board or the Members for consideration and has not been adopted, an Initial Member or Initial Member Manager that voted in favor of the adoption of such matter may issue a notice to the other Initial Member requiring the escalation of such matter to a steering committee to resolve such matter. The members of the steering committee shall consist of the CEO of the Company and an authorized representative of each of the Initial Members (such committee, the "Steering Committee"). The Steering Committee will attempt to reach a unanimous decision to resolve such matter.

(b) If the matter or dispute is not resolved by the Steering Committee within 15 days of being referred thereto, the dispute shall be raised to the SB Member's ultimate parent's CEO and the Symbotic Member's ultimate parent's CEO for discussion and potential resolution. To the extent that a resolution is not reached by such Persons within 30 days of being referred thereto, the dispute may then be resolved in accordance with Section 14.7 of this Agreement.

5.9 Additional Financing. The Board shall use its commercially reasonable efforts, and each of the Initial Members shall use their respective commercially reasonable efforts to support the Company in such efforts, to seek and obtain third-party debt or equity financing in order to fund amounts payable under the Commercial Agreement in excess of the Required Commitment Amount of both of the Initial Members, on terms reasonably acceptable to the Company and subject to Section 5.4(b); provided that the foregoing efforts do not and shall not (i) require such cooperation from any Member to the extent it would require any Member, or any of its Affiliates or its or their respective directors, officers, employees or equityholders, to incur any monetary liability, pay any fees, reimburse any expenses, or provide any indemnity, in each case, for which

the Company is not obligated to reimburse or indemnify such Member under this Agreement, (ii) require such cooperation to the extent it would unreasonably interfere with the operations of any Member, (iii) require any Member, or any of its Affiliates or its or their respective directors, officers, employees or equityholders to be the issuer of any securities or issue any offering document, (iv) require any Member, or any of its Affiliates or its or their respective directors, officers, employees or equityholders to provide any information the disclosure of which is prohibited by applicable Law or (v) require any Member, or any of its Affiliates or its or their respective directors, officers, employees or equityholders to take any action that will conflict with or violate the organizational documents of such person or any applicable Law or legal proceeding.

## ARTICLE VI
## RIGHTS AND OBLIGATIONS OF MEMBERS; MEMBERS' MEETINGS

6.1 Limitation of Liability of Members.

(a) Except as otherwise provided herein or required by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Member will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Member, other than any Member's obligation to make any Capital Contributions to the Company pursuant to the terms hereof or other written agreement with the Company. Except as otherwise provided in this Agreement, a Member's liability (in its capacity as a Member) for debts, liabilities and losses of the Company will be such Member's share of the Company's assets; provided that a Member will be required to return to the Company any Distribution (including any Tax Distribution) made to such Member as a result of a clear and manifest accounting or similar error or as a result of a clear, manifest and material breach of this Agreement, in each case, with respect to which written notice thereof has been delivered to the applicable Member, within 60 days after the applicable Distribution. The immediately preceding sentence will constitute a compromise to which all Members have consented within the meaning of the Delaware Act. Notwithstanding anything herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Delaware Act will not be grounds for imposing personal liability on the Members or Managers for liabilities of the Company.

(b) Notwithstanding any other provision of this Agreement or any duty otherwise existing at Law, in equity or otherwise, whenever in this Agreement a Person that is a Member is permitted or required to make a decision or take an action solely in the capacity as a Member, an investor or holder of Units in the Company or on behalf of a Member (including as a partner, officer, director, manager, representative or owner of an entity that is a Member) (and not in the capacity as a Manager), such Person making such decisions or taking such actions shall not be subject to any fiduciary duties such Person would otherwise have under applicable Law and shall be entitled to consider only such interests and factors as such Person desires, including such Person's own interests or those of any such Person's Affiliates, and shall, to the fullest extent permitted by applicable Law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person.

6.2 Members' Right to Act.

(a) Lack of Authority. No Member in its capacity as such has the authority or power to act for or on behalf of the Company in any manner or way, to bind the Company, or do any act that would be (or could be construed as) binding on the Company, in any manner or way, or to make any expenditures on behalf of the Company, unless such specific authority and power has been expressly granted to and not revoked from such Member by the Board or pursuant to this Agreement, and the Members consent to the exercise by the Board of the powers conferred on it by Law and this Agreement; provided that in the event of a Symbotic Succession Event (as defined in the Commercial Agreement), notwithstanding (i) any Conflict of Interest between the SB Member or any executive officer, manager, director, Affiliate or Related Party thereof and the Company or any of its Subsidiaries, (ii) any Major Investor Approval required pursuant to Section 6.3(b)(vi), (iii) any unanimous Board approval or consent required pursuant to Section 5.4(o) or (iv) anything in this Agreement to the contrary, the SB Member shall have the sole authority and power to cause the Company to exercise its option under Section 15.1 of the Commercial Agreement in connection with such Symbotic Succession Event; provided, further, that in the event the SB Member decides to cause the Company to exercise the Company's option under Section 15.1 of the Commercial Agreement, then the Annual Budget shall automatically be adjusted to reflect such reduction of the Company's commitment under the Commercial Agreement. Any Member that acts in violation of the foregoing will be solely responsible to the Company for any resulting loss or expense to the Company and (notwithstanding anything to the contrary contained herein) will not be entitled to any indemnification, whether set forth herein or otherwise.

(b) Member Voting. For situations for which the approval of the Members or any class of Members (rather than the approval of the Board on behalf of the Members) is expressly required by this Agreement or by applicable Law, except as otherwise contemplated in this Agreement, each Member will be entitled to one vote per Common Unit held by such Member on matters requiring a vote or consent of the Members; provided that, if any consent of the Members is required other than where 10% Member Consent or Major Investor Approval is required, the number of Common Units deemed voted by the SB Member will be limited to 50% of all Common Units counted for such consent. Any vote of the Members holding Common Units or any class of Members may be taken at a meeting of the Members in accordance with the provisions of this Section 6.2. The Class A Common Units and Class B Common Units shall vote as a single class. The vote of the Members holding a majority of the then-outstanding Common Units entitled to vote and represented at a meeting of the Members, voting as a single class, or such higher threshold as may be set forth in this Agreement, at which a quorum is present, will be the act of the Members. Any action permitted or required by the Delaware Act or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by such of the Members as will be required to authorize, approve, ratify or otherwise consent to such action under the Delaware Act and this Agreement (which may be less than all of the Members, in which event a copy thereof will be sent to each of the Members entitled to vote or consent to such action who did not sign the consent). Such consent will have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of the State of Delaware, and the execution of such consent will constitute attendance or presence in person by such person executing such consent at a meeting of the Members.

(c) Member Meetings. Meetings of the Members may be held at such place, including by telephone or video conference or similar communications equipment by means of which all individuals participating in the meeting can be heard, as will be determined from time to time by resolution of the Board. At all meetings of the Members, business will be transacted in such order as will from time to time be determined by resolution of the Board. Except as otherwise contemplated in this Agreement, the presence of Members representing at least 50% of the outstanding Common Units, including the SB Member and the Symbotic Member, will constitute a quorum for the transaction of business of the Members. If a quorum is not present at any meeting, such meeting of the Members shall be adjourned for at least seven days to a date, time and place proposed by the Board. If, after three such adjournments, at the fourth consecutive meeting a quorum is not present, the Members present shall constitute a quorum. Notice of each meeting of the Members stating the date, place and time, the purpose or purposes of, and the business to be transacted at, such meeting will be given to each Member by hand, telephone, email, overnight courier or the U.S. mail at least three days prior to such meeting. Attendance of a Member at a meeting will constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the meeting on the ground that the meeting is not lawfully called or convened.

6.3 Actions Requiring Member Consent.

(a) Notwithstanding the generality of Section 5.1 or anything else in this Agreement to the contrary, other than Section 3.3(e) and Section 5.8, without 10% Member Consent, the Company will not take, and will cause each of its Subsidiaries to refrain from taking, any of the following actions (whether, directly or indirectly, by amendment to the Certificate or other applicable document or by merger, recapitalization, reclassification, consolidation or otherwise and any such action taken shall be void *ab initio* and of no force or effect whatsoever) (provided that this Section 6.3(a) shall be subject to and not be interpreted to modify any rights or obligations of any Member or the Board under Sections 5.7, 9.9, 9.10, 9.11 or 9.12):

(i) amending, restating or amending and restating this Agreement or the Certificate or any governing document of any Subsidiary, other than (A) to increase or decrease the size of the Board or (B) administrative or otherwise *de minimis* modifications that do not adversely affect any 10% Member;

(ii) altering, amending or modifying the terms of any Equity Securities;

(iii) issuing any Equity Securities of the Company or any Subsidiary thereof (other than pursuant to the terms of any Plan) or participating in any public or private offering or sale of Equity Securities of the Company or any Subsidiary thereof;

(iv) liquidating, dissolving or effecting a recapitalization, restructuring or reorganization in any form of transaction of the Company (including making or permitting any change in the manner in which the Company is treated for federal income tax purposes);

(v) filing a voluntary bankruptcy or similar proceeding or failing to contest any bankruptcy or similar proceeding filed against the Company or any of its Subsidiaries;

(vi) entering into a new line of business or materially changing the scope of the business of the Company;

(vii) making or permitting any change to the Tax treatment of the Company or any of its Subsidiaries, or to the classification of any of the foregoing under the Code;

(viii) materially altering, amending or modifying any Tax, accounting or record-keeping principles of the Company; or

(ix) agreeing or committing to any of the foregoing.

(b) Actions Requiring Major Investor Approval. Notwithstanding the generality of Section 5.1 or anything else in this Agreement to the contrary, other than Section 3.3(e) and Section 5.8, without the vote of each of the Major Investors ("Major Investor Approval"), the Company will not take, and will cause each of its Subsidiaries to refrain from taking, any of the following actions (whether, directly or indirectly, by amendment to the Certificate or other applicable document or by merger, recapitalization, reclassification, consolidation or otherwise and any such action taken shall be void *ab initio* and of no force or effect whatsoever) (provided that this Section 6.3(b) shall be subject to and not be interpreted to modify any rights or obligations of any Member or the Board under Sections 5.7, 9.9, 9.10, 9.11 or 9.12):

(i) consummating any Sale Transaction or Public Offering;

(ii) increasing or decreasing the size of the Board;

(iii) declaring or paying any Distributions upon any of its Equity Securities, other than (A) Tax Distributions pursuant to Section 4.1 and (B) Distributions of Available Cash or proceeds of a Sale Transaction pursuant to Sections 4.2(a) and 4.2(b), declaring or paying any distributions less than Distributions of Available Cash as set forth in Section 4.2 or entering into, altering, amending or modifying any agreement that would reasonably be expected to restrict the ability of the Company to declare or pay Distributions in any way;

(iv) altering the Company's reserves policy as set forth in Section 4.2(c), except as required by GAAP;

(v) establishing or amending any Plan, or waiving any provision thereunder, other than in accordance with any waiver provision under the Plan previously approved by Major Investor Approval;

(vi) entering into, amending or waiving any provision under any contract or transaction between the Company or any of its Subsidiaries, on the one hand, and any of the Company's or any of its Subsidiaries' Members, executive officers, managers, directors or Affiliates, or any Related Party of the foregoing, on the other hand, including, for the avoidance of doubt, the Ancillary Agreements;

(vii) instituting or filing any Proceeding in excess of $1,000,000, or (ii) settling any Proceeding (A) in excess of $1,000,000, (B) that would impose any equitable relief of behavioral modification on the Company or its Subsidiaries, or (C) on terms that would impose any liability on any Member or involving any admission of wrongdoing;

(viii) making any filing with a Governmental Authority, the approval, denial or acceptance of which could reasonably be expected to have a material effect on the business, operations or prospects of the Company;

(ix) taking any action that would result in a filing by the Company or any Member with the Committee on Foreign Investment in the United States ("CFIUS"), or any member agency thereof acting in its capacity as a CFIUS member agency or require an amendment or modification to an existing CFIUS process;

(x) appointing or removing any auditor of the Company;

(xi) approving the Annual Budget and Operating Plan in accordance with Section 5.6;

(xii) admitting any new Members to the Company (for the avoidance of doubt, not including any new Members admitted pursuant to an Exempt Transfer); or

(xiii) agreeing or committing to any of the foregoing.

6.4 No Right of Partition. No Member will have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

6.5 Investment Opportunities and Conflicts of Interest.

(a) The Members expressly acknowledge and agree that (i) each of the Initial Members and their respective directors, managers, officers, equityholders, members, partners, employees, agents, representatives and Affiliates (including any designee of any Initial Member serving on the Board or on the board of directors, board of managers or similar governing body of any Subsidiary or as an officer of the Company or any of its Subsidiaries) (the "Specified Persons") are permitted to (A) have and develop, and may presently or in the future have and develop, investments, transactions, business ventures, contractual, strategic or other business relationships, prospective economic advantages or other opportunities, including in businesses that are or may be competitive or complementary with the Company or any of its Subsidiaries (each, a "Business Opportunity"), for their own account or for the account of any Person other than the Company or its Subsidiaries or any other Member, or (B) direct any Business Opportunities to any other Person, in each case, provided that such Business Opportunities were not presented to a Specified Person in his, her, their or its capacity as a Manager, director or manager on the board of directors, board

of managers or similar governing body of any Subsidiary or officer of the Company or any of its Subsidiaries, (ii) none of the Specified Persons will be prohibited by virtue of any direct or indirect investment in the Company or any of its Subsidiaries or such Specified Person's service as a Manager or service on the board of directors, board of managers or similar governing body of any of the Company's Subsidiaries or as an officer of the Company or any of its Subsidiaries or otherwise from pursuing and engaging in any such Business Opportunity, (iii) none of the Specified Persons will be obligated to inform or present the Company or any of its Subsidiaries or the Board or the board of directors, board of managers or similar governing body of any Subsidiary or any other Member of or with any such Business Opportunity, (iv) none of the Company, its Subsidiaries, or the other Members will have or acquire or be entitled to any interest or expectancy or participation (such right to any interest, expectancy or participation, if any, being expressly renounced and waived) in any Business Opportunity as a result of the involvement therein of any of the Specified Persons, and (v) the involvement of any of the Specified Persons in any Business Opportunity will not constitute a conflict of interest or breach of any fiduciary or other duty by such Persons with respect to the Company or any of its Subsidiaries or the other Members. The Company, on behalf of itself and each of its current or future Subsidiaries, hereby renounces any interest, right, or expectancy in any such opportunity not offered to it by a Specified Person to the fullest extent permitted by Law, and the Company, on behalf of itself and each of its current or future Subsidiaries, and, except as expressly provided for hereunder, each Member hereby waives any claim against any Specified Person, or any of their respective direct or indirect beneficial owners based on the corporate opportunity doctrine or otherwise that would require any Specified Person, or any of their respective direct or indirect beneficial owners to offer any Business Opportunity to the Company or the Board. For the avoidance of doubt, notwithstanding anything to the contrary in this Section 6.5, each Member is subject to the provisions set forth in Section 6.6 and will not have the rights hereunder with respect to any Business Opportunity obtained or developed in violation of such Member's obligations under Section 6.6.

(b) Notwithstanding anything to the contrary in this Agreement, to the extent that a Conflict of Interest exists or arises in connection with a matter or action requiring the consent of (a) Member(s), including pursuant to 10% Member Consent or Major Investor Approval, then the Independent Manager(s) shall unilaterally consider and determine the resolution of such matter or action and the requisite action to be taken by the Company or any of its Subsidiaries. The determination of the Independent Manager(s) of such matter or action shall be binding on the Company and its Subsidiaries, and no Member or other Manager consent or vote shall be required for passage of, or counted in favor or against the approval of, such matter or action, including for purposes of the unanimous prior approval or unanimous written consent standard set forth in Section 5.4 or in Section 6.3.

6.6 Confidentiality.

(a) Each Member recognizes and acknowledges that it has and may in the future develop or receive certain confidential and proprietary information and trade secrets of the Company or any of its Subsidiaries (including their predecessors, if any) (collectively, the "Confidential Information"). Except as otherwise consented to by the Board in writing, each Member (on behalf of such Member and such Member's Representatives to the extent that such Member would be responsible under principles of agency law for the acts of such Persons) agrees that such Member will keep confidential and not disclose to any other Person or use for such

Member's own benefit or the benefit of any other Person any Confidential Information, except that such Member may disclose such information to its Affiliates and its and its Affiliates' Representatives (excluding any Portfolio Companies) and as otherwise may be proper in the course of performing such Member's obligations, or exercising or enforcing such Member's rights, under this Agreement and the agreements expressly contemplated by this Agreement, or in connection with the evaluating or monitoring of such Member's interest in the Company. For purposes of this Section 6.6, the term "Confidential Information" will not include any information that (i) is or becomes generally available to the public without breach of the commitment provided for in this Section 6.6 or other act of any such Member or any of its Affiliates in violation of this Section 6.6, (ii) is lawfully known by or in the possession of such Member prior to its receipt of such information and is not, to such Member's knowledge, subject to obligations of confidentiality to the Company or its Subsidiaries, (iii) is subsequently disclosed to such Member on a non-confidential basis by a third party not, to such Member's knowledge, having a confidential relationship with the Company or its Subsidiaries or (iv) is independently developed by such Member without the use of any of the Confidential Information.

(b) Nothing herein shall prevent any Member from disclosing any of the Confidential Information as necessary pursuant to the lawful requirement of any Governmental Authority, including any securities Laws or stock exchange listing requirements, or by any order; provided that promptly following receipt of any order compelling such disclosure, or a reasonable determination that disclosure is required under this Section 6.6(b), such Member has notified, to the extent not prohibited by Law, the Company in writing of such requirement to disclose and has cooperated with the Company's, at the Company's sole cost and expense, reasonable, lawful efforts to resist, limit or delay disclosure, including by requesting confidential treatment with respect to any public filing. Nothing herein shall prevent any Member from disclosing any of the Confidential Information if, and to the extent, such disclosure was specifically approved by the Company, in writing, prior to such disclosure by such Member. Disclosure of any of the Confidential Information under the circumstances described in this Section 6.6(b) shall not be deemed to render the Confidential Information as non-confidential, and such Member's obligations with respect to the Confidential Information shall not be changed or lessened by virtue of any such disclosure.

(c) Notwithstanding anything to the contrary herein, other than with respect to any Symbotic Competitor or Portfolio Company that, as of the time of disclosure, competes with the core businesses of the Symbotic Member or its Affiliates, this Section 6.6 shall not limit SB Member's ability to disclose Confidential Information to (i) its Affiliates and its and its Affiliates' Representatives, provided that the SB Member (A) informs such Persons that such Confidential Information is subject to the confidential provisions of this Section 6.6 and (B) directs such Persons to hold, in strict confidence and trust, any and all such Confidential Information in accordance with this Section 6.6, or (ii) any of its actual or potential Granting Member's Financial Institutions to the extent such Granting Member's Financial Institution (A) needs to know such information and (B) is bound to a duty of confidentiality to the SB Member or its Affiliates by a confidentiality agreement no less restrictive than this Section 6.6; provided that the SB Member will promptly notify the Company with respect to any such disclosure to a Granting Member's Financial Institution. For the avoidance of doubt, subject to the last sentence of Section 6.6(d) and the first sentence of Section 6.6(e), in no event shall SB Member disclose any Confidential Information to any Symbotic Competitor or any Portfolio Company of SB Member that, as of the time of disclosure, competes with the core businesses of the Symbotic Member or its Affiliates.

(d) Notwithstanding anything to the contrary herein, the Parties acknowledge that the SB Member and its Affiliates are in the investment business and that the SB Member and its Affiliates may now or in the future evaluate, invest in (directly or indirectly, including providing financing to) or do business with competitors or potential competitors of the Symbotic Member or its Affiliates (including, for the avoidance of doubt, any Symbotic Competitor), and that neither the execution of this Agreement nor receipt of the Confidential Information is intended to or shall restrict or preclude such activities; provided that the SB Member agrees that nothing in this sentence shall be construed as relieving the SB Member from its obligations under this Agreement and the SB Member and its Affiliates shall not, directly or indirectly, cause, solicit or otherwise encourage any such competitors or potential competitors to take any action that the SB Member and its Affiliates could not take pursuant to this Agreement. Further, for purposes of clarification, a Portfolio Company shall not be deemed to have been provided with access to Confidential Information solely as a result of the SB Member's or its Affiliates' personnel, or the personnel of its or their respective affiliated funds or related management and advisor entities, providing services to such Portfolio Company (such personnel, a "Dual Hat Person") so long as such personnel does not provide any Confidential Information to the other directors, officers or employees of such Portfolio Companies (other than another Dual Hat Person) and such Dual Hat Person does not use any Confidential Information in any way in their capacity as the personnel of such Portfolio Companies.

(e) Notwithstanding anything to contrary in this Agreement, each Member shall have the right to use and disclose general ideas, concepts, know-how and techniques contained in or derived from the Confidential Information that are acquired and retained solely in, and such Member first reduces to tangible form solely from, the unaided memories of such Member's managers, directors, officers, representatives, agents and employees who have had access to the Confidential Information under this Agreement ("Residual Information"). Nothing in this Section 6.6(e) grants to any Member any right or license to or under the Company's trade secrets or valid rights in other intellectual property, including in any patents, copyrights, or trademarks, or permits any Member, or its managers, directors, officers, representatives, agents and employees to:

(i) disclose, publish, disseminate, or use any of the Company's confidential and proprietary financial, statistical, customer, or personnel data or business plans;

(ii) intentionally memorize the Confidential Information for the purpose of retaining and subsequently using it; or

(iii) use any of the Confidential Information or any Residual Information for any purpose or in any manner that is detrimental or injurious to the Company.

(f) For purposes of this Section 6.6, "Representative" means, with respect to any Person, any director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person, in each case acting in their capacity as such.

ARTICLE VII
BOOKS, RECORDS, ACCOUNTING AND REPORTS

7.1 Records and Accounting. The Company will keep, or cause to be kept, appropriate books and records with respect to the business of the Company and its Subsidiaries, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 7.2 or pursuant to applicable Law. All matters concerning (a) the determination of the relative amount of allocations and Distributions among the Members pursuant to Articles III and IV not specifically and expressly provided by the terms of this Agreement, and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, will be determined by the Board, whose determination will be final and conclusive as to all Members, absent manifest error. At reasonable times and on reasonable notice, during normal business hours and without undue interference to its normal course operations, the Company shall permit designated representatives of the Major Investors (including, for these purposes, any independent third party engaged by any such Member to perform a valuation of the Company or its Subsidiaries pursuant to Section 13.1) to (i) examine the corporate and financial books and records of each of the Company and its Subsidiaries and (ii) discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's Officers; provided that to the extent any information to be provided to any Major Investor may contain commercially sensitive non-public information, the Company may provide such commercially sensitive non-public information in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information.

7.2 Reports.

(a) Annual Report. The Company will use commercially reasonable efforts to deliver or cause to be delivered to each Member as soon as practicable after the end of each Fiscal Year, an annual report containing a statement of changes in such Member's equity and such Member's Capital Account balance for such Fiscal Year.

(b) Financial Statements. The Company will use commercially reasonable efforts to deliver or cause to be delivered to the SB Member and the Symbotic Member:

(i) as soon as practicable after the end of each Fiscal Year, and in any event within 35 days thereafter, an unaudited consolidated balance sheet, statement of income, statement of cash flows and statement of changes in Members' equity of the Company and its consolidated Subsidiaries for and as at the end of such Fiscal Year, prepared in accordance with GAAP (except as noted therein);

(ii) as soon as practicable after the end of each Fiscal Year, and in any event, within 90 days thereafter, a consolidated balance sheet, statement of income, statement of cash flows and statement of changes in Members' equity of the Company and its consolidated Subsidiaries for and as at the end of such Fiscal Year, prepared in accordance with GAAP, consistently applied and audited by an independent accounting firm of recognized national standing;

(iii) as soon as practicable after the end of each Fiscal Quarter, and in any event within 25 days thereafter, an unaudited consolidated balance sheet, statement of income, statement of cash flows and statement of changes in Members' equity of the Company and its Subsidiaries for and as at the end of such Fiscal Quarter, prepared in accordance with GAAP (except for the absence of typical year-end adjustments, and except as noted therein or as disclosed to the recipients thereof);

(iv) as soon as practicable after the end of each calendar month, and in any event within 10 days thereafter, monthly management financials, including unaudited statements of income, cash flows and changes in Members' equity for each calendar month and an unaudited balance sheet as of the end of such calendar month and other key performance metrics, including both financial and operational metrics, prepared by management with respect to the Company; and

(v) as soon as practicable, but in any event 30 days before the end of each fiscal year, a budget for the next fiscal year, prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company or any of its Subsidiaries.

7.3 Reporting. The Company and its Subsidiaries will provide the Major Investors with all information such Member reasonably requests and is necessary to satisfy such Member's obligations under the Securities Act and the Securities Exchange Act or other similar obligations, including in any non-U.S. jurisdiction.

7.4 Waiver of Information Rights. Notwithstanding anything herein to the contrary, Section 18-305(a) of the Delaware Act (*Access to and Confidentiality of Information; Records*) will not apply to any Member (other than the Major Investors), and each Member (other than the Major Investors) expressly waives any and all rights under such section of the Delaware Act.

## ARTICLE VIII
## TAX MATTERS

8.1 Preparation of Tax Returns. The Company will arrange for the preparation and timely filing of all Tax returns required to be filed by the Company, including making the elections described in Section 8.2 and will use commercially reasonable efforts to (a) deliver or cause to be delivered, as soon as practicable after the end of each Fiscal Year but no later than February 28 of such Fiscal Year, to each Person who was a Member at any time during such Fiscal Year an estimated Schedule K-1 and estimates of such other information reasonably requested by such Member relating to the Company that is necessary for such Member to comply with its tax reporting obligations, and (b) no later than June 30 of each Fiscal Year, the final information with respect to the items in the foregoing clause (a) (including a final Schedule K-1). At least five Business Days prior to the making of any Tax Distribution, the Company shall use commercially reasonable efforts to deliver or cause to be delivered to each Member a statement setting forth such

Member's allocable share of the Company's estimated taxable income or loss. Each Person that owns or controls Units on behalf of, or for the benefit of, another Person or Persons will be responsible for conveying any report, notice or other communication received from the Company to such other Person or Persons. Each Member will furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's income Tax returns to be prepared and filed.

8.2 Tax Elections. The Taxable Year will be the Fiscal Year, unless the Board determines otherwise. Subject to this Section 8.2, the Board will determine whether to make or revoke any available election pursuant to the Code; provided that the Board shall cause the Company and each of its Subsidiaries that is treated as a partnership for U.S. federal income tax purposes to have in effect an election pursuant to Section 754 of the Code (or any similar provisions of applicable state, local or foreign tax Law) for each Taxable Year. Each Member will upon reasonable request by the Company supply to the Company any information in such Member's possession that is reasonably necessary to give proper effect to any elections contemplated by this Section 8.2.

8.3 Tax Controversies. The SB Member will be the Partnership Representative and, as such, will be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Tax authorities, including resulting administrative and judicial proceedings, to expend the Company's funds for professional services and reasonably incurred in connection therewith, and to appoint a "designated individual" for purposes of Treasury Regulations Section 301.6223-1(b)(3), to the extent applicable; provided that (a) no action may be taken by the Partnership Representative without the prior written consent of the Board, (b) any such action will be subject to Section 8.2, (c) the Partnership Representative shall promptly inform each Member of any potential tax audit or proceeding and shall provide each Member with all material communications with the relevant Taxing Authority, including copies of any correspondence with the relevant Taxing Authority and summaries of any substantive oral discussions with such Taxing Authority and (d) the Partnership Representative shall not knowingly (after reasonable inquiry) take any action in its capacity as Partnership Representative that would materially and adversely impact in any manner any Member (or its direct or indirect owners, solely with respect to the Company) without the consent of such Member (such consent not to be unreasonably withheld, conditioned or delayed). Subject to the proviso to the foregoing sentence, the Partnership Representative shall have the right and obligation to take all actions authorized and required by the Code and Treasury Regulations (and analogous provisions of state or local Law), and is authorized to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Tax authorities (including any resulting administrative and judicial proceedings) and to expend Company funds for professional services reasonably incurred in connection therewith. Without limiting the generality of the foregoing, with respect to any audit or other proceeding, the Partnership Representative shall, unless otherwise determined by the Board, cause the Company (and any of its Subsidiaries) to make any available elections pursuant to Section 6226 of the Code (and similar provisions of state, local and other Law), and the Members shall cooperate to the extent reasonably requested by the Company or the Partnership Representative in connection therewith. The Company shall reimburse the Partnership Representative for all reasonable and documented out-of-pocket expenses incurred by the Partnership Representative, including reasonable fees of any professional attorneys, in carrying out its duties as the Partnership Representative. The foregoing covenants will survive the termination, dissolution, liquidation and winding up of the Company and the disposition by any Member of all of such Member's Units.

8.4 Distribution of Warrant to Initial SB Member. As set forth in the Warrant, the Warrant issued by Symbotic Inc. to the Initial SB Member shall be treated for U.S. federal (and applicable state and local) income tax purposes as first issued by Symbotic Inc. to the Symbotic Member, second transferred by the Symbotic Member to the Company as a rebate of payments by the Company (or its Affiliates) to the Symbotic Member (or its Affiliates) for the purchase of the Symbotic Systems pursuant to the Commercial Agreement, and third distributed by the Company to the Initial SB Member in the Initial SB Member's capacity as a Member.

## ARTICLE IX
## TRANSFER OF UNITS

9.1 Overview of Transfers.

(a) General Prohibition on Transfer. No Member will Transfer any record, beneficial or other interest in any Units now owned or hereinafter acquired by such Member, or any Remaining Commitment Amount of such Member, without first obtaining the unanimous prior written consent of the Board, which consent, in each case, may be granted or withheld in the Board's sole discretion, except (x) pursuant to an Exempt Transfer made pursuant to Section 9.1(d), (y) a Transfer conducted in compliance with the provisions of this Section 9.1, Section 9.2, Section 9.3, Section 9.5, Section 9.6, Section 9.9, Section 9.10, Section 9.11 and Section 9.12, as applicable, or (z) a Permitted Syndication made pursuant to Section 9.1(c).

(b) Lock-Up Period. Notwithstanding anything to the contrary in this Agreement, except for (i) any Permitted Syndication as provided in Section 9.1(c), (ii) Exempt Transfers as provided in Section 9.1(d), or (iii) a Transfer conducted in compliance with the provisions of Section 9.11, no Member (including, for the avoidance of doubt, any Syndication Party) may Transfer any Units or Remaining Commitment Amount to any Person until the earlier of (x) the date on which the Required Commitment Amount with respect to all of its Units has been funded and (y) the date that is six years after the Effective Date (the "Lock-Up Period").

(c) Permitted Syndication. The SB Member may effect one or more Transfers of up to 50% of the SB Member's Remaining Commitment Amount as of the Effective Date in the aggregate, without Board approval, to any Permitted Syndication Party, provided that the SB ECL remains in full force and effect following any such Transfer (a "Permitted Syndication" and, Persons to whom the Remaining Commitment Amount is transferred pursuant to a Permitted Syndication, a "Syndication Party"); provided that for the avoidance of doubt, the SB Member must retain a Sharing Percentage (assuming the full funding of the Remaining Commitment Amount of all Members) of at least 32.5% following the Permitted Syndication.

(d) Exempt Transfers.

(i) Subject to compliance with Section 9.1(e), a Member may, at any time, effect any Transfer in respect of any or all Units held by a Member (x) to a Permitted Transferee of such Member or (y) pursuant to a Public Offering (each, an "Exempt Transfer"), without the consent of the Board or any other Member; provided that in each case, the restrictions contained in this Section 9.1 shall continue to be applicable to subsequent Transfers of Units after the Exempt Transfer. Notwithstanding anything to the contrary in this Section 9.1, no Member shall avoid the provisions of this Agreement by making one or more Transfers to one or more Permitted Transferees and then disposing of all or any portion of such Member's interest in such Permitted Transferee.

(ii) For purposes of determining the percentage of Units held and Sharing Percentage thresholds of a Member in this Agreement, the percentage of Units held and Sharing Percentage of a Member and any of its Permitted Transferees that remain party to this Agreement to which any Units have been Transferred pursuant to this Section 9.1 shall be treated as held by a single Member and such Permitted Transferees shall act, and be treated, for all purposes of this Agreement jointly and vote as a block with only the rights, and subject to the obligations, of a Member holding such aggregated amount of Units and Sharing Percentage. In connection with a transfer to a Permitted Transferee, a Member shall notify the Company and each other Member of the designated representative that shall act jointly for such Member and its Permitted Transferees.

(iii) Upon request of the Board, a Member who is undertaking an Exempt Transfer shall provide evidence, reasonably satisfactory to the Board, that such Transfer complies with the requirements of this Section 9.1(d), by (A) delivering a certificate, duly executed by an authorized officer of the applicable Member, certifying to the Board that such transaction satisfies the requirements of this Section 9.1(d) and (B) providing such other support as may be reasonably requested by the Board.

(e) Requirements Applicable to Any Transfer. Except as otherwise approved by unanimous prior written consent of the Board, a Transfer may be effected only upon the satisfaction of the following requirements:

(i) the Transferring Member is not in Default, except upon satisfaction of the requirements set forth in Section 3.3(e)(iii)(A);

(ii) the Transfer is in compliance with applicable Law, including the Securities Act;

(iii) the Transfer would not (A) cause the Company to have more than 100 partners, as determined for purposes of Treasury Regulations Section 1.7704-1(h), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3), (B) cause the Company to be treated as a publicly traded partnership within the meaning of Section 7704 of the Code and Treasury Regulations Section 1.7704-1, (C) cause all or any portion of the assets of the Company to constitute "plan assets" for purposes of ERISA, or (D) cause the Company to be required to register under the Securities Exchange Act or as an "investment company" under the Investment Company Act of 1940;

(iv) the Transfer would not result in (A) a change to the (1) tax treatment of the Company or any of its Subsidiaries or (2) the classification of any of the foregoing under the United States Internal Revenue Code of 1986, (B) any change in the regulatory status of the Company, (C) a filing by the Company or any Member with the Committee

on Foreign Investment in the United States or any member agency thereof acting in its capacity as a CFIUS member agency or require an amendment to an existing CFIUS process, (D) a default under or breach of any material obligation contained in, or cause the failure of a material condition contained in, any material contract to which the Company is a party, unless a prior consent to or waiver of such default, breach or failure of condition has been obtained in compliance with such contract, or (E) a material adverse effect on the Company;

(v) the Transfer is not to any Symbotic Competitor; and

(vi) if Credit Support for the Transferring Member is in place, either (A) the Equity Commitment Letter(s) by such Transferring Member, as applicable, will remain in full force and effect following such Transfer, enforceable as if the Transferee were the Transferring Member for all purposes thereunder or (B) the Transferee shall provide any additional Credit Support as required by Section 3.4(b).

(f) Transfers of Initial Member Rights. In any Transfer of Units by any Initial Member, all of the rights afforded hereunder to such Initial Member based on their status as an Initial Member shall only be exercisable by either the Initial Symbotic Member or the Initial SB Member; provided that with respect to any Units that are Transferred and held by a Permitted Transferee of an Initial Member, such Units shall still be deemed to be held by such Initial Member for purposes of determining such Initial Member's rights or privileges under this Agreement; provided, further, that an Initial Member may, upon delivery of a notice to the Company and each other Member hereto, transfer all rights afforded hereunder to an original Initial Member to a Permitted Transferee of such Initial Member (in which case, the original Initial Member shall cease to be such and such Permitted Transferee thereof shall be the applicable Initial Member for all purposes hereunder).

9.2 Right of First Offer.

(a) If any Initial Member proposes to Transfer its Units after the Lock-Up Period and prior to the consummation of an Initial Public Offering (for the avoidance of doubt, not including a Transfer to a Permitted Transferee) (such Units which are proposed to be Transferred, the "Offered Units" and the Initial Member proposing such transfer, the "Offering Member"), such Offering Member shall provide written notice to each other Initial Member that remains a Major Investor (a "ROFO Rightholder") of such decision to pursue a Transfer of the Offered Units (the "Offer Notice"), with a copy of the Offer Notice being delivered to the Company. The Offer Notice shall specify: (i) the total number of Offered Units to be Transferred by the Offering Member; (ii) the proposed date, time and location of the closing of the Transfer, which shall not be less than 60 days from the date of the Offer Notice and (iii) the Exit Fair Market Value of each Offered Unit (which shall be payable solely in cash), and shall inform each ROFO Rightholder that such ROFO Rightholder may provide a statement in its ROFO Exercise Notice regarding its desire to purchase a number of Offered Units in excess of such ROFO Rightholder's pro rata portion (based on the Sharing Percentage of each ROFO Rightholder at such time) of the Offered Units. Upon receipt of such written notice from the Offering Member, each ROFO Rightholder shall have the option for a period of 15 days (the "Offer Period") to elect to purchase all or any portion of its pro rata portion (based on the Sharing Percentage of each ROFO Rightholder at such time) of the Offered Units at the Exit Fair Market Value as described in the Offer Notice (such right, the "Right of First Offer").

(b) Each ROFO Rightholder may exercise its Right of First Offer by delivering a written notice to the Offering Member and the Company (the "ROFO Exercise Notice") before the expiration of the Offer Period, stating (i) the number of Offered Units that it wishes to purchase and (ii) in the event there are unsubscribed Offered Units as a result of any other ROFO Rightholders not exercising their rights to purchase all or any portion of their pro rata portion (based on the Sharing Percentage of each ROFO Rightholder at such time) of the Offered Units, such ROFO Rightholder's intention to purchase any such unsubscribed Offered Units and the number of the unsubscribed Offered Units that it wishes to so purchase. Any ROFO Exercise Notice shall be binding upon delivery and irrevocable by the ROFO Rightholder. If any ROFO Rightholder fails to exercise its right to purchase its entire pro rata portion (based on the Sharing Percentage of each ROFO Rightholder at such time) of the Offered Units and the other ROFO Rightholder(s) have provided notice of their willingness to purchase Offered Units in excess of such ROFO Rightholder's pro rata portion of such Offered Units, such other ROFO Rightholder(s) will be allocated, and purchase, any remaining Offered Units, not to exceed the maximum amount, if any, specified by such ROFO Rightholder(s) in their ROFO Exercise Notice. The failure of any ROFO Rightholder to deliver a ROFO Exercise Notice by the end of the Offer Period shall constitute a waiver of such ROFO Rightholder's Right of First Offer under this Section 9.2 with respect to the Transfer of the Offered Units; provided that any such failure of any ROFO Rightholder shall not affect its rights with respect to any future Transfers.

(c) If the ROFO Rightholders shall not have collectively elected to purchase all of the Offered Units during the Offer Period, the Offering Member may pursue a sale of all or any portion of the remaining Offered Units to any other person (a "Third Party Purchaser") (subject to Section 9.1(e)) for a period of three months following the end of the Offer Period with respect to such Offered Units at a price per Offered Unit not less than the Exit Fair Market Value of such Offered Unit as set forth in the Offer Notice and on other terms and conditions which are not materially more favorable in the aggregate to such Third Party Purchaser than any specified in the Offer Notice (such three month period, a "Third Party Sale Period" and such sale, a "Third Party Sale"). In the event the Offering Member does not consummate a Third Party Sale within the Third Party Sale Period, the other ROFO Rightholders' Rights of First Offer and the Offer Period shall again become applicable to such Third Party Sale or to any subsequent Third Party Sale by the Offering Member of any remaining Offered Units, and no such Third Party Sale by the Offering Member may occur without the Offering Member first complying with the terms of this Section 9.2.

9.3 Drag Along Obligations.

(a) Approved Sale. If the Board unanimously approves a Sale Transaction in accordance with Section 6.3(b)(i) or a Final Sale Transaction Offer or a Final Third Party Offer is accepted pursuant to Section 9.10, in each case, to a *bona fide* Third Party Purchaser and solely for cash consideration (an "Approved Sale"), then each Member will vote for, consent to, participate in and raise no objections against, and not otherwise impede or delay, such Approved Sale if and to the extent that a vote or consent of the Members is required to consummate the Approved Sale. In furtherance of the foregoing, (i) if the Approved Sale is structured as an asset

sale, merger or consolidation, then each Member will waive any dissenters rights, appraisal rights or similar rights in connection with such asset sale, merger or consolidation, (ii) if the Approved Sale is structured as a sale of Units or other Equity Securities, then each Member will agree to sell and Transfer, and will sell and Transfer, all (or such lesser portion reflecting such Person's proportionate interest in the aggregate portion of the Total Equity Value being sold or disposed of in such Approved Sale) of such Member's Units and other Equity Securities on the terms approved by the Board, and (iii) each Member, to the extent requested by the Board, will be obligated to: (A) use its commercially reasonable efforts to engage on behalf of the Member such financial advisors as may be reasonably necessary to identify potential or other Third Party Purchasers in connection with or to consummate such Approved Sale; (B) assist in providing reasonable due diligence, financial and other information and materials regarding such Member to the parties to the Approved Sale; (C) reasonably participate in meetings, drafting sessions, diligence sessions and other discussions in connection with such Approved Sale; (D) reasonably assist the Third Party Purchaser and its financing sources in the preparation, if applicable, of definitive transaction documents and an offering document in connection with such Approved Sale; (E) provide such other consents, waivers, documents, covenants, releases and agreements regarding such Member as may be reasonably requested by the Board in connection with such Approved Sale; provided that no Member shall be required to enter into any restrictive covenants in connection with such Approved Sale, including any non-competition, non-solicitation of employees or customers, non-disparagement or similar provisions; (F) reasonably cooperate with the marketing efforts in connection with such Approved Sale; and (G) further waive any potential claim, including any claim for breach of fiduciary duty, which it may have against any member of the Board, the Company, the Initial Members, any of their respective Affiliates, or its or their officers or directors, to the extent arising out of or relating to any Approved Sale, including any authorization and approval by the Board thereof (but excluding any claims under any agreement entered into in connection with such Approved Sale, any indemnification rights of such Member and any claims for fraud). Each Member will take all necessary actions, and the receipt of any proceeds of such Approved Sale will be conditioned upon the taking of such actions, in connection with the consummation of the Approved Sale (whether in such Person's capacity as a Member, Manager, Officer or otherwise) as requested by the Board and applicable to all other selling Members holding the same class of Units, including executing and delivering any and all agreements, instruments, consents, waivers and other documents in substantially the same forms executed by the Initial Members, including any applicable purchase agreement, equityholders agreement, indemnification agreement, support agreement, letter of transmittal and contribution agreement.

(b) Conditions. The obligations of the Members with respect to an Approved Sale are subject to the satisfaction of the following conditions: (i) the consideration payable upon consummation of such Approved Sale to all Members will be allocated among the Members based upon the Pro Rata Share represented by the Units Transferred by such Member pursuant to such Approved Sale (in accordance with the provisions of Section 4.2) and (ii) upon the consummation of the Approved Sale, all of the Members will receive (or will have the option to receive) cash consideration.

(c) Purchaser Representative. If the Company enters into any negotiation or transaction for which Rule 506 promulgated under the Securities Act may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), then the other Members will, at the reasonable request of the Company, as the case may be, appoint a

"purchaser representative" (as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act) designated by the Company. If any Member so appoints a purchaser representative, then the Company will pay the fees of such purchaser representative; provided that if any Member declines to appoint the purchaser representative designated by the Company, then such Member will appoint another purchaser representative (reasonably acceptable to the Company), and such Member will be responsible for the fees of the purchaser representative so appointed.

(d) No Grant of Dissenters Rights or Appraisal Rights. In no manner will this Section 9.3 be construed to grant to any Member any dissenters rights, appraisal rights or similar rights or give any Member any right to vote in any transaction structured as a merger or consolidation or otherwise of a type on which members generally have voting rights.

9.4 Effect of Assignment.

(a) Termination of Rights. Subject to Section 9.1(f), any Member who Transfers any Units or other interest in the Company in accordance with this Agreement will cease to be a Member with respect to such Units or other interest in the Company and will no longer have any rights or privileges of a Member with respect to such Units or other interest in the Company; provided that notwithstanding the foregoing, unless and until the Assignee is admitted as a Substituted Member in accordance with the provisions of Article X (the date on which such Assignee is admitted as a Substituted Member, the "Admission Date"): (i) such Transferor will retain all of the duties, liabilities and obligations of a Member with respect to such Units or other interest, including the obligation (together with its Assignee pursuant to Section 9.5(c) to make and return Capital Contributions on account of such Units or other interest and fund any capital commitment associated with such Units under this Agreement; and (ii) the Board may reinstate all or any portion of the rights and privileges of such Member with respect to such Units or other interest for any period of time prior to the Admission Date. Nothing herein will relieve any Transferor of Units or other interest in the Company from any liability of such Transferor to the Company or the other Members with respect to such Units or other interest in the Company that may exist on the Admission Date or that is otherwise specified in the Delaware Act and incorporated into this Agreement or for any liability to the Company or any other Person or for any breaches of any representations, warranties or covenants by such Transferor (in its capacity as a Member) herein or in the other agreements between such Member and the Company or any of its Subsidiaries or Affiliates.

(b) Deemed Agreement. Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, will be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the provisions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

(c) Assignee's Rights. A Transfer of Units permitted hereunder will be effective as of the date of assignment and compliance with the conditions of such Transfer and such Transfer will be shown on the books and records of the Company. Profits, Losses and other Company items will be allocated between the Transferor and the Assignee according to Section 706 of the Code. Distributions made before the effective date of such transfer will be paid to the Transferor, and Distributions made after such date will be paid to the Assignee. Unless and until an Assignee becomes a Member pursuant to Article X, the Assignee will not be entitled to any of the rights or privileges granted to a Member hereunder or under applicable Law, other than the rights and privileges specifically granted to Assignees pursuant to this Agreement; provided that without relieving the Transferor from any such limitations or obligations, such Assignee will be bound by any limitations and obligations of a Member herein by which a Member would be bound on account of the ownership of Units by the Assignee (including the obligation, if any, to make Capital Contributions on account of such Units and the obligations set forth in this Article IX).

9.5 Additional Transfer Procedures. Subject to the terms and conditions of this Agreement, and as a condition to any Transfer of Units permitted pursuant to Section 9.1:

(a) Notice. The Transferring Member shall, at least 15 days prior to such Transfer, provide written notice of the proposed Transfer to the Company describing in sufficient detail the proposed Transfer and shall promptly, but in any event within five days, following receipt respond in writing to any reasonable questions from the Company with respect to the Transfer;

(b) Certification. The Transferring Member must provide a certification from an authorized officer of the Transferring Member that the Transfer complies with the terms and conditions of this Agreement;

(c) Execution of Joinder Agreement. Except in connection with an Approved Sale, each Transferee of Units will execute and deliver to the Company a Joinder Agreement, unless the Transferee is already a Member or the Transfer is an indirect Transfer of Units; and

(d) Legal Opinion. Unless waived by the Board, the Transferring Member must provide to the Board an opinion of counsel, satisfactory in form and substance to the Board, that such Transfer would not violate any federal securities Laws or any state or provincial securities or "blue sky" Laws (including any investor suitability standards) applicable to the Company or the interest to be Transferred, or cause the Company to be required to register as an "investment company" under the United States Investment Company Act of 1940.

9.6 Unit Certificates; Legend; Article 8. Unless the Board determines otherwise, no certificates will be issued in respect of any Units. If the Board authorizes, and the Company issues, certificates representing the Units ("Certificated Units"), then the Certificated Units will bear the following legend:

> "THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM

REGISTRATION THEREUNDER. THE TRANSFER OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN A LIMITED LIABILITY COMPANY AGREEMENT, AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, GOVERNING THE ISSUER (THE "COMPANY"), AMONG THE COMPANY AND THE MEMBERS OF THE COMPANY FROM TIME TO TIME PARTY THERETO, A COPY OF WHICH WILL BE FURNISHED BY THE COMPANY TO THE RECORD HOLDER HEREOF UPON WRITTEN REQUEST WITHOUT CHARGE.

THIS CERTIFICATE CONSTITUTES A "SECURITY" WITHIN THE MEANING OF AND WILL BE GOVERNED BY (I) ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE (INCLUDING SECTION 8-102(A)(15) THEREOF) AS IN EFFECT FROM TIME TO TIME IN THE STATE OF DELAWARE, AND (II) THE UNIFORM COMMERCIAL CODE OF ANY OTHER APPLICABLE JURISDICTION THAT NOW OR HEREAFTER SUBSTANTIALLY INCLUDES THE 1994 REVISIONS TO ARTICLE 8 THEREOF AS ADOPTED BY THE AMERICAN LAW INSTITUTE AND THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS AND APPROVED BY THE AMERICAN BAR ASSOCIATION ON FEBRUARY 14, 1995."

If a Member holding Certificated Units delivers to the Company a written opinion of counsel, satisfactory in form and substance to the Board (which opinion requirement may be waived by the Board), that no subsequent Transfer of such Units will require registration under the Securities Act or applicable state securities Laws, then the Company will promptly upon such contemplated Transfer deliver new Certificated Units that do not bear the portion of the restrictive legend relating to the Securities Act set forth in this Section 9.6. Each Unit constitutes a "security" within the meaning of and will be governed by (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. The Units are not and will not at any time be "securities" or "investment property" covered by Article 8 of the Uniform Commercial Code of the State of Delaware (or the Uniform Commercial Code of any other applicable jurisdiction). No Member nor the Board will amend this Agreement to provide that the Units are "securities" or "investment property" governed by Article 8 of the Uniform Commercial Code or otherwise "opt in" to Article 8 of the Uniform Commercial Code.

9.7 Void Transfers. Any Transfer (or other transaction that would cause any person to beneficially own a greater amount of Units or other interests in the Company than such person beneficially owned immediately prior to such transaction) by any Member of any Units or other interest in the Company in contravention of this Agreement or that would cause the Company to not be treated as a partnership that is not a "publicly traded partnership" within the meaning of

Section 7704(b) of the Code for U.S. federal income Tax purposes will be void *ab initio* and ineffectual and will not bind or be recognized by the Company or any other Party. No Person to whom any Units or other interest in the Company were purportedly Transferred in contravention of this Agreement will have any right to any Profits, Losses or Distributions of the Company. Each Party acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other Parties for which monetary damages alone could not adequately compensate. Therefore, the Parties unconditionally and irrevocably agree that any non-breaching Party will be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including seeking specific performance or the rescission of purchases, sales and other transfers of Units not made in strict compliance with this Agreement).

9.8 Transfer Fees and Expenses. Except for Exempt Transfers, the Transferor and Transferee of any Units or other interest in the Company will be jointly and severally obligated to reimburse the Company for all reasonable expenses (including attorneys' fees and expenses) incurred by the Company (or any Affiliate thereof) in connection with any Transfer or proposed Transfer, whether or not such proposed Transfer is consummated.

9.9 Exit Events.

(a) General. At any time following the date that is seven years after the Effective Date, following the provision of a written directive from either of the Initial Members, the Board shall use its reasonable best efforts to explore the merits of (i) an underwritten public offering pursuant to the Securities Act, on Form S-1 (as defined in the Securities Act) or any successor form as declared effective by the U.S. Securities and Exchange Commission where the underwriters are of national reputation, (ii) a direct listing, (iii) a SPAC Transaction (each of clauses (i)–(iii), an "Initial Public Offering") or (iv) a Sale Transaction pursuant to Section 9.10; provided that such reasonable best efforts shall include engaging one or more investment banking firms of international reputation to advise the Company with respect to its exploration of the merits of an Initial Public Offering or a Sale Transaction, if applicable.

(b) Conversion.

(i) In connection with an Initial Public Offering, the Board may, subject to Major Investor Approval pursuant to Section 6.3(b), at any time cause (A) a transfer of all or a substantial portion of (1) the assets of the Company or any of its Subsidiaries or (2) the Units to a newly organized corporation or other business entity ("Newco"), (B) a merger or consolidation of the Company or any of its Subsidiaries into or with a Newco, (C) a restructuring such that Newco owns less than all of the Units of the Company and effects the Initial Public Offering using an "Up-C" structure, or (D) another restructuring of all or substantially all the assets or Units of the Company into a Newco, including by way of the conversion of the Company into a Delaware corporation (any such corporation, also "Newco") (and any such transfer, merger, consolidation, distribution or restructuring, as the case may be, an "IPO Restructuring"), in any case in anticipation of or otherwise in connection with an Initial Public Offering. At any time that the Board determines to effect an IPO Restructuring, each Member will take such reasonable steps to effect such IPO Restructuring as may be reasonably requested by the Board, including transferring or tendering such Member's Units to a Newco in exchange or consideration for shares of

capital stock or other equity interests of Newco, determined in accordance with the valuation procedures set forth in this Section 9.9, and entering into customary agreements (*e.g.*, stockholder or registration rights agreements, but expressly excluding non-competition agreements or otherwise containing terms that impose obligations or liabilities that are broader than the ones contained herein) to effect the same. In connection with an IPO Restructuring, the Board will exchange, convert or otherwise restructure the Units into, or with (as the case may be), securities of Newco which reflect and are consistent with the terms of the Units as in effect immediately prior to such IPO Restructuring with respect to value, vesting and other rights and restrictions, all as reasonably determined by the Board.

(ii) In connection with an IPO Restructuring, the Board will reasonably determine the Fair Market Value of the assets or Units transferred to or merged into Newco, the aggregate Fair Market Value of Newco and the number of shares of capital stock or other equity interests to be issued to each Member in exchange or consideration therefor.

(iii) No Member will have the right or power to veto, vote for or against, amend, modify or delay an IPO Restructuring approved by the Board and the Major Investors pursuant to this Section 9.9. Subject, for the avoidance of doubt, to the approval of any Initial Public Offering or Sale Transaction by the Major Investors in accordance with Section 6.3(b)(i), each Member constitutes and appoints the Board and its respective designees, with full power of substitution, as such Member's true and lawful agent and attorney-in-fact, with full power and authority in such Member's name, place and stead, to act as its proxy in respect of any vote or approval of any Members required to give effect to this Section 9.9, including any vote or approval required under the Delaware Act. The foregoing power of attorney is irrevocable and coupled with an interest, and will survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Member and the Transfer of all or any portion of such Member's Units and will extend to such Member's heirs, successors, assigns and personal representatives. In furtherance of the foregoing, each Member grants an irrevocable proxy (and such proxy is irrevocable and coupled with an interest, and will survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Member and the Transfer of all or any portion of such Member's Units and will extend to such Member's heirs, successors, assigns and personal representatives) to the Board or its designee to take all actions deemed necessary by the Board or its designee to be taken pursuant to this Section 9.9.

(c) Registration Rights. In connection with an Initial Public Offering, the Company (or any successor thereto) will enter into a registration rights agreement with the Members with respect to the registration of the equity securities of the Company (or any successor thereto) in form and substance reasonably satisfactory to the Board.

(d) Holdback Agreement. In addition to agreeing to any other "lock-up" agreement recommended by the underwriters in a Public Offering, each Member agrees that such Member will not effect any public sale or distribution of any Units or of any capital stock or Equity Securities of the Company or any successor thereto (i) in the case of the Initial Public Offering, during the seven days prior to and the 180-day period beginning on the effective date of such Public Offering and (ii) in the case of any other Public Offering, during the seven days prior to and the 90-day period beginning on the effective date of such Public Offering, in each case, except as part of such Public Offering or unless otherwise permitted by the Company.

(e) Termination. For the avoidance of doubt, the provisions of Section 9.2, Section 9.3 and Section 9.10 shall terminate automatically and be of no further force and effect upon the consummation of an Initial Public Offering.

9.10 Company Approved Sale.

(a) Upon the Board's decision to consider a Sale Transaction pursuant to Section 9.9(a), the Board shall notify each Major Investor of the determination to initiate such sale process (the "Sale Notice"). Upon receipt of the Sale Notice, the Symbotic Member shall have 30 days to elect to make a written proposal for a Sale Transaction to the Board to acquire the Company at the Exit Fair Market Value for each Unit (a "Sale Transaction Offer"). If the Symbotic Member makes a Sale Transaction Offer, the Board shall form a transaction committee composed of each Manager other than the Symbotic Manager (the "Transaction Committee") and shall delegate authority to the Transaction Committee to finalize a Sale Transaction with the Symbotic Member with respect to such Sale Transaction Offer. If a definitive agreement with respect to such Sale Transaction is executed with Major Investor Approval pursuant to Section 6.3(b), the Symbotic Member, the other Members and the Company shall use their commercially reasonable efforts to consummate such Sale Transaction.

(b) If (i) the Symbotic Member declines to make a Sale Transaction Offer in the applicable periods set forth herein, (ii) definitive agreements in respect of a Sale Transaction Offer are not executed between the Company and the Symbotic Member within three months of the Company's receipt of a Sale Transaction Offer or (iii) a Sale Transaction by the Symbotic Member or its designees in accordance with the terms of the Sale Transaction Offer is not consummated within six months of the execution of definitive agreements in respect of the Sale Transaction Offer (subject to extension, for up to 90 days, for required regulatory appeals), then the Company shall be permitted to solicit offers for a Sale Transaction for a six month period thereafter, with the receipt of any Third Party Offer to constitute a Third Party Offer subject to the provisions of Section 9.10(c).

(c) If the Company receives a *bona fide* offer from any Third Party Purchaser with respect to a Sale Transaction (the "Third Party Offer") in connection with a sale process that the Board initiates pursuant to Section 9.10(a), (i) the Company will provide prompt notice thereof to each Major Investor, and (ii) to the extent that Company has not entered into a definitive agreement with respect to a Sale Transaction Offer at such time, the Company shall have the right to conduct any discussions or negotiations with the Third Party Purchaser making the Third Party Offer and the Company may solicit and receive a final offer of key terms in connection with the Third Party Offer (the "Final Third Party Offer"). The Company shall be permitted to, if the Board or the Transaction Committee, as applicable, has reasonably determined that a Third Party Purchaser's Final Third Party Offer is more favorable to the Members of the Company in the aggregate than the Symbotic Member's Sale Transaction Offer, if any, and the Company has not entered into a definitive agreement with respect to a Sale Transaction Offer at such time, negotiate and, subject to Major Investor Approval pursuant to Section 6.3(b), consummate a transaction within six months of acceptance of a Final Third Party Offer (subject to extension, for up to 90 days, for required regulatory appeals) with such Third Party Purchaser on terms substantially the same as those contained in the Final Third Party Offer, and such transaction shall constitute an Approved Sale in accordance with the terms hereof in all respects.

9.11 Security Interests.

(a) After (i) with respect to the SB Member, the date on which the Funded Commitment Amount of the SB Member equals or exceeds $1,500,000,000 or (ii) with respect to any other Member, the date on which the Funded Commitment Amount of such Member equals or exceeds $400,000,000 (each such Member, a "Granting Member"), the applicable Granting Member shall be permitted to grant a security interest, lien, pledge or similar form of encumbrance to one or more commercial banks, trust companies or alternative credit providers (such lenders, the "Granting Member's Financial Institutions") as collateral in respect of indebtedness for borrowed money that is used to fund the costs of acquiring Equity Securities, Capital Contributions, other equity interests in such member's Portfolio Companies or capital contributions with respect thereto, or the recapitalization of such Member, or any refinancing thereof, on all or any part of its Units or direct or indirect equity interests in such Member or its parent entities (but not assets or properties of the Company or any of its Subsidiaries) without the consent of the Board or any other Member under this Agreement (such security interest, a "Permitted Security Interest"). In the event of any foreclosure or similar action by the Granting Member's Financial Institutions on the Permitted Security Interest, notwithstanding anything in this Agreement to the contrary, provided that such Granting Member's Financial Institution is not a Symbotic Competitor, the Granting Member's Financial Institutions may effect a foreclosure and assume all of the rights of such Member under this Agreement without the consent of the Board or any other Member; provided that prior to any such foreclosure upon the Units (or the beneficial ownership thereof) owned by a Member:

(i) the Granting Member's Financial Institutions shall give 60 days' (the "Foreclosure Period") written notice to the Board of its intention to foreclose upon such Member's Units;

(ii) during the Foreclosure Period, the Granting Member's Financial Institutions shall not be entitled to exercise any rights of such Member; provided that for the avoidance of doubt, such Member, as applicable, shall continue to exercise such rights during the Foreclosure Period subject to the terms of this Agreement;

(iii) prior to the expiration of the Foreclosure Period, the Company may, and if the Company declines to, any Major Investor that is not the Granting Member may, upon written notice to the Granting Member's Financial Institutions and such Granting Member, elect to purchase (the "Default Call Right") all of such Granting Member's Units, free and clear of all Liens, in exchange for aggregate consideration equal to the greater of (x) the Exit Fair Market Value and (y) the aggregate outstanding obligations owed to such Granting Member's Financial Institutions, including principal, any accrued and unpaid interest (including default interest), prepayment premiums and other premiums, fees (including agency fees), expenses (including counsels' fees) and any other amounts (including any breakage, settlement, termination and other amounts due under the hedges with such Granting Member's Financial Institutions) other than contingent liabilities not then due and payable owed to such Granting Member's Financial Institutions, which Default Call Right shall be consummated within 60 days following the receipt by the Granting Member's Financial Institutions and such Member of such notice.

(b) The Company shall, upon the receipt of a written request from the Granting Member or any of the Granting Member's Financial Institutions, execute, or arrange for the delivery of, such certificates and other documents as may be reasonably necessary in order for such Granting Member to consummate any financing or refinancing; provided that in no case shall the Company or any other Members (directly or indirectly) be required to (i) assume any additional liabilities, obligations or costs or (ii) deliver any legal opinions other than as to (A) due authorization and execution of the documents by the Company and (B) other customary opinions subject to customary limitations and disclaimers, in each case, the reasonable costs of which will be reimbursed by the Granting Member.

(c) To the extent a Granting Member's Financial Institutions foreclose upon a Granting Member's Units, such Granting Member's Financial Institutions shall be admitted as a Member and shall be entitled to exercise any rights of the Granting Member hereunder, except that, for the avoidance of doubt, such Granting Member's Financial Institutions shall not be permitted to exercise any rights attributed to an Initial Member, which shall only be exercisable by the original Initial Member pursuant to Section 9.1(f).

9.12 Blocker Corporation Sale. Notwithstanding anything contained herein to the contrary, in connection with any Transfer of Units or sale of any assets of the Company, the Members and the Company shall structure such Transfer in a manner that results in a disposition of the securities of any Blocker Corporation, rather than a disposition of the Units or the assets of the Company owned, directly or indirectly, by such Blocker Corporation, and the owners of such securities of such Blocker Corporation shall be entitled to receive the same portion of the aggregate consideration that such Blocker Corporation would have received had the interests in the Company owned, directly or indirectly, by such Blocker Corporation been Transferred.

## ARTICLE X
## ADMISSION OF MEMBERS

10.1 Substituted Members. In connection with any Transfer of Units permitted by and in accordance with the terms of Article IX, the Transferee will become a Substituted Member on the later of (a) the effective date of such Transfer and (b) the date on which the Board approves such Transferee as a Substituted Member, and such admission will be shown on the books and records of the Company; provided that in connection with the Transfer of Units of a Member to a Permitted Transferee permitted under the terms of this Agreement, the Transferee will become a Substituted Member on the effective date of such Transfer.

10.2 Additional Members. A Person may be admitted to the Company as a new Member after the Effective Date (an "Additional Member") only upon furnishing to the Company (a) a Joinder Agreement and (b) such other documents or instruments as may be deemed necessary or appropriate by the Board. Such admission will become effective on the date on which the Board determines that the foregoing conditions have been satisfied and when any such admission is shown on the books and records of the Company.

## ARTICLE XI
## WITHDRAWAL AND RESIGNATION OF MEMBERS

No Member will have the power or right to withdraw or otherwise resign from the Company prior to the dissolution and winding up of the Company pursuant to Article XII without the prior written consent of the Board (which consent may be withheld by the Board), except as otherwise expressly permitted by this Agreement. Upon a Transfer of all of a Member's Units in a Transfer permitted by this Agreement, subject to the provisions of Sections 9.1 and 9.5, such Member will cease to be a Member. In the case of a Transfer by a Member of less than all such Member's Units, such Member's Capital Account (and corresponding voting and other rights) will be reduced proportionately for all other purposes hereunder upon the effective time of such Transfer.

## ARTICLE XII
## DISSOLUTION AND LIQUIDATION

12.1 Dissolution. The Company will not be dissolved by the admission of Additional Members or Substituted Members. The Company will dissolve, and its affairs will be wound up upon the first of the following to occur:

(a) 10% Member Consent in accordance with Section 6.3(a) that the Company will dissolve and its affairs will be wound up;

(b) a reasonable period of time (taking into account, among other matters, the need to determine, pay or discharge, or make adequate provision for the payment or discharge of, contingent liabilities) after the consummation of a transaction or a series of related transactions that constitute a Sale Transaction under clause (i) of the definition thereof;

(c) at any time when there are no Members, unless the Company is continued without dissolution in the manner permitted by Section 18-801 of the Delaware Act; or

(d) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Delaware Act.

Except as otherwise set forth in this Article XII, the Company is intended to have perpetual existence. An Event of Withdrawal will not cause dissolution of the Company (except as otherwise set forth in this Article XII), and the Company will continue in existence subject to the terms of this Agreement.

12.2 Liquidation and Termination. On the dissolution of the Company, the Board or its designee will act as liquidator or may appoint one or more representatives, Members or other Persons as liquidator(s). Until the final Distribution, the business and affairs of the Company will continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Article V. The liquidator(s) will proceed diligently to wind up the affairs of the Company and make final Distributions as provided herein and in the Delaware Act. The costs of liquidation will be borne as the Company's expense. The steps to be accomplished by the liquidators are as follows:

(a) the liquidators will pay, satisfy or discharge from the Company's funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may determine);

(b) as promptly as practicable after dissolution, the liquidators will (i) determine the Fair Market Value (the "Liquidation FMV") of the Company's remaining assets (the "Liquidation Assets") in accordance with Article XIII, (ii) determine the amounts to be distributed to each Member in accordance with Section 4.2, and (iii) deliver to each Member a statement (the "Liquidation Statement") setting forth the Liquidation FMV and the amounts and recipients of such Distributions, which Liquidation Statement will be final and binding on all Members; and

(c) as soon as the Liquidation FMV and the proper amounts of Distributions have been determined in accordance with Section 12.2(b), the liquidator(s) will promptly distribute the Liquidation Assets to the applicable Members in accordance with Section 4.2. In making such distributions, the liquidator(s) will allocate each type of Liquidation Assets (*i.e.*, cash or cash equivalents, securities, etc.) among the Members ratably based upon the aggregate amounts to be distributed with respect to the Units held by each such Member; provided that if any securities are part of the Liquidation Assets, then each Member that is not an "accredited investor" (as such term is defined under the Securities Act) may, in the discretion of the liquidator(s), receive, and agrees to accept, in lieu of such securities, cash consideration with an equivalent value to such securities as determined by the liquidator(s) in accordance with Article XIII. Any non-cash Liquidation Assets will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which will be allocated in accordance with Section 4.3 and Section 4.4. If any Member's Capital Account is not equal to the amount to be distributed to such Member pursuant to Section 12.2(b), then Profits and Losses for the Fiscal Year in which the Company is dissolved and, to the extent allowable, for the prior Fiscal Year, will be allocated among the Members in such a manner as to cause, to the extent possible under the Code, each Member's Capital Account to be equal to the amount to be distributed to such Member pursuant to Section 12.2(b). The distribution of cash or property to a Member in accordance with the provisions of this Section 12.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all the Company property and constitutes a compromise to which all Members have consented within the meaning of the Delaware Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

Notwithstanding the foregoing, in the event of a Sale Transaction (or other similar transaction determined by the Board to be treated in a similar manner), such transaction will be treated as a liquidation under this Section 12.2 for purposes of determining the amounts distributable pursuant to this Section 12.2 and applying Article IV, and any items of gain or loss that would have been realized in connection with such transaction had such transaction involved a disposition of the Company's asset will be taken into account (as nontaxable gain or loss) in determining Profits and Losses for the Fiscal Year in which such transaction occurs.

12.3 Securityholders Agreement. To the extent that equity securities of any Subsidiary are distributed to any Members and unless otherwise agreed to by the liquidator(s), such Members agree to enter into a securityholders agreement with such Subsidiary and each other Member that contains rights and restrictions in form and substance similar to the provisions and restrictions set forth herein (including in Article V and Article IX) to the extent requested by the Board.

12.4 Certificate of Cancellation. On completion of the distribution of the Liquidation Assets as provided herein, the Company will be terminated (and the Company will not be terminated prior to such time), and the Board or the liquidator(s) (or such other Person or Persons as the Delaware Act may require or permit) will file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company will be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 12.4 and in accordance with the Delaware Act.

12.5 Reasonable Time for Winding Up. A reasonable time will be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 12.2 in order to minimize any losses otherwise attendant upon such winding up.

12.6 Return of Capital. The liquidator(s) will not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return will be made solely from the Company assets).

## ARTICLE XIII
## VALUATION

13.1 Exit Fair Market Value. The "Exit Fair Market Value" of each Unit will be the fair value of each such Unit, as determined by an independent "big four" accounting firm, or, if no such accounting firm is independent, such other independent third-party, nationally recognized, independent valuation agent (the "Independent Appraiser") selected by the Board and mutually consented to by the Initial Members, to deliver a written determination of the Exit Fair Market Value of the Units based on such Unit's Pro Rata Share as of the date (a) an Offer Notice was delivered, (b) the Company or any Major Investor that is not the Granting Member delivers a written notice to exercise its Default Call Right or (c) the Symbotic Member delivers a Sale Transaction Offer, as applicable (each, an "Exit Fair Market Value Determination Date") (such determination to include a report setting forth all material analyses used in arriving at such determination, which, for the avoidance of doubt, such analyses shall assume a sale on arm's-length terms, that the Units are transferred free of encumbrances, and taking into account any other factors that the Independent Appraiser reasonably believes should be taken into account) within 30 days of being engaged or such shorter time as the Independent Appraiser and the Board may reasonably determine. If the Board is unable to select an Independent Appraiser within 30 days of the Exit Fair Market Value Determination Date, or any Initial Member fails to consent to the Independent Appraiser selected by the Board within 30 days of such selection, then (i) each Initial

Member will select its own third-party, nationally recognized, valuation agent (each, a "Member Appraiser"), (ii) the Member Appraisers shall, within 15 days, select a third independent third-party, nationally recognized, valuation agent and (iii) Exit Fair Market Value will be the arithmetical average of the two closest valuations (if any of the Appraisers provides a valuation range, the midpoint of the range shall be used for purposes of such calculation) divided by the number of the Company's outstanding Units; provided that if the average of the highest and the lowest valuation is exactly the same as the third valuation, then the third valuation, divided by the number of the Company's outstanding Units, shall be the Exit Fair Market Value. Each of the Initial Members are entitled to make submissions to the Independent Appraiser, including oral submissions, and will provide (or procure that the Company provides) the Independent Appraiser with such assistance and documents as the Independent Appraiser reasonably requests for the purpose of reaching a determination of the Exit Fair Market Value, subject to the Independent Appraiser agreeing to provide such confidentiality undertakings as the Initial Members or the Company, as applicable, may reasonably require. To the extent not provided for by this Section 13.1, the Independent Appraiser may, in its reasonable discretion, determine such other procedures to assist with the valuation as it considers appropriate, including (to the extent it considers necessary) retaining professional advisors to assist it in reaching its determination of the Exit Fair Market Value. The determination of the Independent Appraiser of the Exit Fair Market Value shall be final and binding on the Parties (absent manifest error or fraud); provided that such determination shall not change the other requirements of determining the Exit Fair Market Value. Each of the Initial Members shall bear its own costs in connection with the determination of an Exit Fair Market Value; provided that the Initial Members shall equally bear the fees and expenses of the Independent Appraiser.

13.2 Fair Market Value. The "Fair Market Value" of assets as of any date will mean the fair value for such assets as between a willing buyer and a willing seller in an arm's-length transaction occurring on the date of valuation as reasonably determined by the Board, taking into account all relevant factors determinative of value the Board reasonably deems relevant (including any transfer Taxes payable or discounts the Board deems reasonably relevant in connection with such sale), it being understood that the "Fair Market Value" of any security that is publicly traded means the average of the closing prices of the sales of the securities on all securities exchanges on which the securities may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such securities are not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such securities are not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau Incorporated, or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which the Fair Market Value is being determined and the 20 consecutive Business Days prior to such day.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Amendments; Waivers.

(a) Subject to (i) the right of the Board or the Company to amend this Agreement as expressly provided herein, (ii) any amendment pursuant to an Approved Sale, and (iii) any amendment pursuant to Section 3.3(e)(v), this Agreement may be amended or modified only with 10% Member Consent as set forth in Section 6.3(a), and such amendment or modification will be binding upon and effective as to each Member; provided that, if any amendment or modification changes the rights of the holders of the same class of Units to share ratably in Distributions of such class, then the Members holding a majority of the Units so differently treated must approve such amendment or modification; provided, further, that no amendment or modification will be effective without the consent of each Member that would be adversely affected by such amendment or modification if such amendment or modification (A) modifies the limited liability of a Member or (B) amends this Section 14.1. Any update to Schedule A, Schedule B or Schedule C made to reflect an action taken in accordance with this Agreement shall not be deemed an amendment to this Agreement requiring consent or approval pursuant to Section 6.3(a) or this Section 14.1(a) separate from any consent or approval required for the underlying action, if applicable.

(b) For the avoidance of doubt, this Agreement may be amended, supplemented, replaced, amended and restated or otherwise modified in compliance with this Section 14.1 upon or immediately following the consummation of a Sale Transaction approved in compliance with Section 5.4 (but only after giving effect to the provisions of this Agreement in connection with such Sale Transaction).

(c) No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. A waiver by the Company must be approved unanimously by the Board to be effective.

(d) In the event that either the SB Member or the Symbotic Member determines, in consultation with its own auditors, accounting and legal advisors, that such Member is required to consolidate the financial results of the Company within its own financial statements, the Company and the Members agree to use their reasonable best efforts to amend this Agreement to the extent necessary to enable each Initial Member not to consolidate the financial results of the Company within such Initial Member's financial statements.

14.2 Title to the Company's Assets. The Company's assets will be deemed to be owned by the Company as an entity, and no Member, individually or collectively, will have any ownership interest in such assets or any portion thereof. Legal title to any or all of such assets may be held in the name of the Company or one or more nominees, as the Board may determine. The Board declares and warrants that any of the Company's assets for which legal title is held in the name of any nominee will be held in trust by such nominee for the use and benefit of the Company in accordance with the provisions of this Agreement. All of the Company's assets will be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such assets is held.

14.3 Cumulative Remedies. Each Member and the Company will have all rights and remedies set forth in this Agreement and all rights and remedies that such Person has been granted at any time under any other agreement and all of the rights that such Person has under any applicable Law will be cumulative and in addition to every other right, power or remedy such Person may have. Any Person having any rights under any provision of this Agreement or any other agreement contemplated will be entitled to enforce such rights specifically (without posting a bond or other security) to recover damages by reason of any breach of any provision of this Agreement or such other agreement and to exercise all other rights granted by applicable Law.

14.4 Successors and Assigns. All covenants and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns, whether so expressed or not.

14.5 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or if such term or provision could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it will be so narrowly drawn, as to such jurisdiction, without invalidating the remaining terms and provisions of this Agreement or affecting the legality, validity or enforceability of such term or provision in any other jurisdiction.

14.6 Counterparts; Binding Agreement; Delivery by Electronic Means. This Agreement and each other agreement or instrument entered into in connection herewith (a) may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one Party, but each of which will be deemed an original and all of which together will constitute one and the same agreement binding on all the Parties and may be executed (b) by facsimile or electronic signature (including using Adobe Acrobat, Adobe Sign, DocuSign or similar means) and a facsimile or electronic signature (including using Adobe Acrobat, Adobe Sign, DocuSign or similar means) will constitute an original and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all of the provisions hereof will be binding upon and effective as to each Person who (x) executes this Agreement in the appropriate space provided in the signature pages hereto notwithstanding the fact that other Persons who have not executed this Agreement may be listed on the signature pages hereto and (y) may from time to time become a party to this Agreement by executing a Joinder Agreement. At the reasonable request of any party hereto or to any other agreement or instrument entered in connection herewith, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other Parties. No party hereto or to any such agreement or instrument will raise the use of a facsimile machine or an attachment to an email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of a contract and each such Party forever waives any such defense.

14.7 Disputes.

(a) This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the state of Delaware without regard to the conflict of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

(b) Subject to Section 5.8 and the other terms of this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, whether arising in contract or tort, shall be settled by arbitration administered in accordance with the JAMS International Arbitration Rules. The number of arbitrators shall be three, one of whom shall be appointed by each of the Initial Members and the third of whom shall be selected by mutual agreement of the co-arbitrators with the input of the Initial Members, if possible, within 30 days of the selection of the second arbitrator and thereafter by the administering authority. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitration award rendered by the arbitrators shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction thereof.

(c) The parties to such arbitration shall keep any such arbitration confidential and shall not disclose to any Person, other than those necessary to the proceedings, the existence of the arbitration, any information, testimony or documents submitted during the arbitration or received from any other party, a witness or the arbitrators in connection with the arbitration, and any award, unless and to the extent that disclosure is required by Law or is necessary for permitted court proceedings, such as proceedings to recognize or enforce an award.

(d) The arbitrators shall award to the prevailing party its costs and expenses, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. If the arbitrators determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrators may award the prevailing party a corresponding percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

(e) Any party may make an application to the arbitrators or to any court of competent jurisdiction seeking any interim measures, including injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved.

(f) The procedures for the taking of evidence shall be governed by the IBA Rules on the Taking of Evidence in International Arbitration.

(g) The Parties waive any defense based on sovereignty, including immunity to arbitration, immunity to judicial proceedings to enforce or aid any such arbitration, and immunity to enforcement and execution of the award or any judgment thereon. This waiver includes pre-award and prejudgment attachments.

(h) An arbitral tribunal constituted under this Agreement, or JAMS at any time prior to the arbitral tribunal being constituted, may, at the request of a party to the arbitration proceeding, consolidate the arbitration proceeding with any other arbitration arising under this Agreement or any related agreements, if the arbitration proceedings raise common questions of law or fact, and consolidation would not prejudice the rights of any party. If two or more arbitral tribunals under such agreements issue consolidation orders, the order issued by the arbitral tribunal first constituted shall prevail. In addition, any party may bring claims under such agreements.

(i) The Company and the Members mutually consent and submit to the jurisdiction of the federal and state courts for New Castle County, Delaware for the purposes of confirming any arbitration award and entering judgment thereon pursuant to this Section 14.7, and irrevocably waive any objection to the laying of venue of any such Proceeding in such court or that any such court is an inconvenient forum. THE COMPANY AND THE MEMBERS ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION AND AGREE WILLINGLY TO ITS TERMS.

14.8 Addresses and Notices. Any notice, consent, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be (a) delivered personally to the Person or to an officer of the Person (as designated by such Person to receive any such notice or, in the absence of such designation, any officer of such Person) to whom the same is directed, (b) sent by nationally recognized overnight courier service (with tracking capability) or (c) via e-mail at the following addresses; provided that any email transmission is promptly confirmed by a responsive electronic communication by the recipient thereof or receipt is otherwise clearly evidenced (excluding out-of-office replies or other automatically generated responses) or is followed up within one Business Day after email by dispatch pursuant to one of the methods described in the foregoing clauses (a) and (b) of this Section 14.8:

if to the Board or the Company, then to:

GreenBox Systems LLC
[***]
Attention: [***]
Email Address: [***]

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
Shin-Marunouchi Building, 29th Floor
5-1, Marunouchi 1-Chome, Chiyoda-ku
Tokyo, Japan 100-6529
Attn: Kenneth A. Siegel
Email: ksiegel@mofo.com

Morrison & Foerster LLP
2100 L Street, NW Suite 900
Washington, D.C. 20037
Attn: David P. Slotkin
Email: dslotkin@mofo.com

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482
Attn: Eric T. McCrath; Erik G. Knudsen
Email: emccrath@mofo.com; eknudsen@mofo.com
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Robert W. Downes
George Sampas
Matthew B. Goodman
Email: downesr@sullcrom.com
sampasg@sullcrom.com
goodmanm@sullcrom.com

if to any other Member, then to such Member at the address set forth on Schedule A, or in any case, to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

14.9 Creditors. This Agreement is entered into among the Company and its Members for the exclusive benefit of the Company, the Members and their successors and assigns. None of the provisions of this Agreement will be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except to the extent as may be provided for under Section 3.3(d) with respect to Emergency Loans or under a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in the Company's Profits, Losses, Distributions, capital or property other than its rights as a secured creditor expressly set forth in such separate written agreement. Notwithstanding the foregoing, the Indemnified Persons are intended third-party beneficiaries of Section 5.7 and will be entitled

to enforce such provision (as it may be in effect from time to time). Notwithstanding anything herein to the contrary, nothing contained in this Agreement will affect, limit or impair the rights and remedies of any Member that is also a lender to the Company or any Subsidiary in its capacity as such lender. Without limiting the generality of the foregoing, any such Member, in exercising its rights as a lender, including making its decision on whether to foreclose on any collateral security, will not have a duty to consider (a) its status as a Member of the Company or an indirect owner of any Subsidiary, (b) the interests of the Company or any Subsidiary, or (c) any duty it may have to any other direct or indirect Member of the Company, except as may be required under the applicable loan documents or by commercial Law applicable to creditors generally.

14.10 No Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

14.11 Further Action. The Parties agree to execute and deliver all documents, provide all information and take or refrain from taking further actions as may be reasonably necessary or appropriate to achieve the purposes and carry out the provisions of this Agreement, in each case as may be requested by the Board or any of the Initial Members.

14.12 Expenses. Except as otherwise set forth herein or therein, each of the Company and the Initial Members will pay their own reasonable fees and expenses incurred with respect to any amendments or waivers (whether or not the same become effective) under or in respect of this Agreement or the other agreements contemplated by this Agreement.

14.13 Not a Voting Trust. This Agreement is not a voting trust and should not be interpreted as such.

14.14 Entire Agreement. This Agreement (including the exhibits, schedules, documents and instruments referred to herein), together with the Ancillary Agreements and subject to the conditions set forth therein, constitutes the entire agreement, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

14.15 Survival. Sections 4.6 (*Indemnification and Reimbursement for Payments on Behalf of a Member*), 5.7 (Indemnification), 6.1 (*Limitation of Liability*), 6.6 (*Confidentiality*), 8.3 (*Tax Controversies*) and Section 14.2 through 14.16 (General Provisions) will survive and continue in full force in accordance with their terms notwithstanding any termination of this Agreement or the dissolution of the Company.

14.16 Securities Subject to Agreement. This Agreement will apply to (a) the Units held by the Members, as well as any Equity Securities hereafter acquired by any such Member (including any Units issued upon the exercise, conversion or exchange of any Equity Securities), and (b) any and all Equity Securities that may be issued in respect of, in exchange for or in substitution of other Equity Securities, by reason of any Unit dividend, split, reverse split, combination, reclassification, merger, recapitalization, unit or limited liability company interest exchange or other transaction. In addition, all references herein to specific numbers of Units or dollar amounts in respect of such Units, in each case, will be appropriately adjusted for any of the events set forth in this Section 14.16.

(*Signature page follows*)

The undersigned have executed or caused to be executed on their behalf this Agreement as of the date first above written.

GREENBOX SYSTEMS LLC

By: /s/ Vikas Parekh
Name: Vikas Parekh
Title: Manager

SUNLIGHT INVESTMENT CORP.

By: /s/ Jared Roscoe
Name: Jared Roscoe
Title: Vice President & Treasurer

SYMBOTIC HOLDINGS LLC

By: /s/ Richard B. Cohen
Name: Richard B. Cohen
Title: President and Chief Executive Officer

[*Signature Page to Limited Liability Company Agreement*]

SCHEDULE 1.1
DEFINITIONS

"10% Member Consent" means the prior written consent or prior written waiver of (i) the Symbotic Member, (ii) the SB Member and (iii) any other Member that holds at least 10% of the Units.

"Additional Member" means a Person admitted to the Company as a Member pursuant to Section 10.2.

"Admission Date" has the meaning set forth in Section 9.4(a).

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided that for the avoidance of doubt, none of (i) the SB Member and its Subsidiaries (or any Person that "controls" any of the foregoing), (ii) the Symbotic Member and its Subsidiaries (or any Person that "controls" any of the foregoing) and (iii) the Company and its Subsidiaries, if any (or any Person that "controls" any of the foregoing) shall be deemed to be "Affiliates" of each other. For purposes hereof, any Subsidiary of the Company will be deemed an Affiliate of the Company.

"Agreement" has the meaning set forth in the Preamble.

"Ancillary Agreements" means each of the Framework Agreement, the Commercial Agreement and the Warrant.

"Annual Budget" has the meaning set forth in Section 5.6(a).

"Applicable Tax Rate" means, for any Taxable Year, the highest effective marginal combined federal, state and local income Tax rate applicable to a corporation or individual Member residing in Los Angeles, California or New York, New York (whichever is higher in such Taxable Year), taking into account (i) the character of the relevant tax items (including ordinary or capital), (ii) the deductibility of state and local income taxes for federal income tax purposes (but only to the extent such taxes are deductible under the Code), and (iii) any surtax or excise tax on income (including, for the avoidance of doubt, the Medicare surtax on certain net investment income), as reasonably determined by the Board. For the avoidance of doubt, the same Applicable Tax Rate will apply to all Members.

"Approved Sale" has the meaning set forth in Section 9.3(a).

"Assignee" means a Person to whom Units have been Transferred in accordance with the provisions of this Agreement and the other agreements contemplated by this Agreement, as applicable, but who has not become a Member pursuant to Article X.

"Available Cash" means, as of any relevant time of determination, to the extent able to be distributed under applicable Laws, an amount equal to (i) all cash and cash equivalents of the Company and its Subsidiaries (with respect to such Subsidiaries, limited to the Company's proportionate share of such amounts based on its equity ownership interests in such Subsidiaries), *minus* (ii) cash or cash equivalents held in or attributable to a Permitted Reserve as determined by the Board in accordance with Section 4.2(c).

"Blocker Corporation" means a special purpose Person that (a) is classified as a corporation for U.S. federal income tax purposes that is an Affiliate of the SB Member (or any Transferee of the SB Member) and (b) was formed and at all times maintained exclusively for the purposes of owning directly or indirectly Units and has never conducted any business, or entered into any arrangement, in each case, other than in connection with its purchase and ownership of Units.

"Board" has the meaning set forth in Section 5.1.

"Board Capital Determination" has the meaning set forth in Section 3.3(a).

"Book Value" means, with respect to any asset, the asset's adjusted tax basis for U.S. federal income tax purposes, except as follows:

(i) The initial Book Value of any asset contributed by a Member to the Company will be the gross Fair Market Value of such asset at the time of contribution, as determined by the contributing Member and the Company.

(ii) The Book Value of all Company assets may, as determined by the Board, be adjusted to equal their respective Fair Market Values, as determined by the Board, and, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the resulting unrecognized profit or loss will be allocated to the Capital Accounts of the Members pursuant to Section 3.7 as of the following times: (A) the Distribution by the Company to a Member of more than a *de minimis* amount of Company assets, unless all Members receive simultaneous distributions of either undivided interests in the distributed property or identical Company assets in proportion to their interests in the Company; (B) the issuance by the Company of a noncompensatory option (as that term is used in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)); (C) the acquisition of an additional interest in the Company by any new or existing Member in exchange for the provisions of services to or for the benefit of the Company; and (D) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution.

(iii) The Book Value of any Company asset distributed to any Member will be adjusted to equal the gross Fair Market Value of such asset on the date of distribution.

(iv) The Book Value of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided that the Book Values will not be adjusted pursuant to this subsection to the extent that an adjustment is required pursuant to subsection (ii) above in connection with a transaction that would otherwise result in an adjustment under this subsection (iv).

(v) The Book Value of any Company asset will be adjusted to reflect any cost recovery deductions claimed with respect to such asset.

"Business Day" means any day other than a Saturday, Sunday or a day on which commercial banks are authorized or required to close in New York, New York.

"Business Opportunity" has the meaning set forth in Section 6.5.

"Capital Account" means the capital account maintained for a Member pursuant to Section 3.7 and the other applicable provisions of this Agreement.

"Capital Call Notice" has the meaning set forth in Section 3.3(a).

"Capital Contributions" means, with respect to any Member, the amount of cash and the Fair Market Value of other property contributed or deemed contributed by a Member to the Company pursuant to Section 3.2 and as set forth on Schedule A from time to time.

"Capital Contributions Default Rate" means, as of any date of determination, a variable rate per annum equal to (A) the greater of (x) the Secured Overnight Financing Rate most recently published by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate), on the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, or any successor website of the Federal Reserve Bank of New York, and (y) zero percent, *plus* (B) 800 basis points *per annum* (but not in excess of the highest rate *per annum* permitted by Law), compounded on the last day of each Fiscal Quarter.

"Cause for Removal" means, with respect to any Manager, such individual (i) has been found by a court to be incapable of managing such individual's own affairs, (ii) is an undischarged bankrupt, (iii) has been convicted of a felony by a court of competent jurisdiction and that conviction is no longer subject to direct appeal, (iv) has been convicted of an offense in connection with the promotion, formation or management of a corporation or unincorporated business or an offense involving fraud, (v) has been found to have been guilty of willful misconduct in the performance of such individual's duties to the Company, or (vi) has been adjudicated by a court of competent jurisdiction to be mentally incompetent, which mental incompetency directly affects such individual's ability to serve as Manager.

"Certificate" has the meaning set forth in the Recitals.

"Certificated Units" has the meaning set forth in Section 9.6.

"CFIUS" has the meaning set forth in Section 6.3(b)(ix).

"Chairperson" has the meaning set forth in Section 5.2(f).

"Class A Holders" has the meaning set forth in Section 4.2(a)(ii).

"Class B Holders" has the meaning set forth in Section 4.2(a)(iii).

"Code" means the United States Internal Revenue Code of 1986.

"Commercial Agreement" has the meaning set forth in the Recitals.

"Common Unit" means a Unit having the rights and obligations specified with respect to a Common Unit in this Agreement.

"Company" has the meaning set forth in the Preamble.

"Confidential Information" has the meaning set forth in Section 6.6(a).

"Conflict of Interest" has the meaning set forth in Section 5.3(c).

"Covered Member" means any Member that is a Covered Person.

"Covered Person" means any "covered person" as defined in Rule 506 of the Securities Act.

"Credit Support" means (i) an Equity Commitment Letter, including the SB ECL, (ii) a customary letter of credit, with only administrative draw conditions, provided by a Qualified Institution or (iii) such other guarantee or financial security arrangement as is acceptable to the Board (acting unanimously) at the time such financial security is to be provided, in each case that is provided as set forth herein, on behalf of the applicable Member by a Qualified Institution (in the case of clause (ii)) or one or more of its Affiliates.

"Credit Support Provider" means (i) in respect of the SB Member or the Syndication Parties, SVF II Strategic Investments AIV LLC or such other Affiliate of the SB Member reasonably acceptable to the Board (acting unanimously) and (ii) in respect of any other Member, such other Person (including the Transferring Member in respect of a Transfer) that is providing credit support or other financial security on behalf of such Member that is acceptable to the Board (acting unanimously) for any Credit Support, at the time provided.

"Credit Support Release Date" means, in respect of any Member, the date which the Remaining Commitment Amount for such Member, or in the case of the SB Member, the SB Member and the Syndication Parties, is zero.

"Cure Period" has the meaning set forth in Section 3.3(e)(ii).

"Default" has the meaning set forth in Section 3.3(e)(i).

"Default Call Right" has the meaning set forth in Section 9.11(a)(iii).

"Default Notice" has the meaning set forth in Section 3.3(e)(i).

"Default Rate" means, as of any date of determination, a variable rate per annum equal to (A) the greater of (x) the Secured Overnight Financing Rate most recently published by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate), on the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, or any successor website of the Federal Reserve Bank of New York, and (y) zero percent, *plus* (B) 500 basis points *per annum* (but not in excess of the highest rate *per annum* permitted by Law), compounded on the last day of each Fiscal Quarter.

"Defaulted Amount" has the meaning set forth in Section 3.3(e)(i).

"Defaulting Member" has the meaning set forth in Section 3.3(e)(i).

"Delaware Act" means the Delaware Limited Liability Company Act, 6 Del. C. Sections 18-101 *et seq.*

"Disqualification Event" has the meaning set forth in Section 3.14.

"Disqualified Covered Member" has the meaning set forth in Section 3.15(a).

"Disqualified Designee" means any Covered Person to whom any Disqualification Event is applicable, except for a Disqualification Event to which Rule 506(d)(2)(ii), (d)(2)(iii) or (d)(3) promulgated under the Securities Act is applicable.

"Distribution" means each distribution made by the Company to a Member with respect to such Member's Units, whether in cash, property or securities and whether by liquidating distribution, redemption, repurchase or otherwise; provided that notwithstanding the foregoing, none of the following will be deemed to be a Distribution hereunder: (i) any redemption or repurchase by the Company of any securities of the Company in connection with the termination of employment or other engagement of an employee or service provider of the Company or any of its Subsidiaries; (ii) any recapitalization, exchange or conversion of securities of the Company, and any subdivision (by unit split or otherwise) or any combination (by reverse unit split or otherwise) of any outstanding Units; (iii) any repurchase of Units pursuant to any right of first refusal or repurchase right in favor of the Company; and (iv) any redemption of Units from Members pursuant to the terms of this Agreement.

"Distribution Payment Date" means the day that is five Business Days following the delivery of the Available Cash statement contemplated by Section 4.2(a).

"Dual Hat Person" has the meaning set forth in Section 6.6(d).

"Effective Date" has the meaning set forth in the Preamble.

"Emergency" means an unplanned event, occurrence or condition (including any act of God, natural disaster, fires, condition endangering health and human safety, cyber-attack, war or terrorist attack) affecting the Company that has caused, or that poses an imminent risk of causing, (i) loss of life or serious bodily harm to any individual; or (ii) substantial damage to or destruction of any of the property owned or leased by the Company.

"Emergency Loan" has the meaning set forth in Section 3.3(d).

"Equity Commitment Letter" means an equity commitment letter delivered by a Credit Support Provider to such Member (with the Company as third-party beneficiary thereto), in a form that is reasonably acceptable to the Board, pursuant to which such Credit Support Provider has committed to provide equity commitments in the aggregate amounts set forth therein, for the purpose of funding the Member's Capital Contributions.

"Equity Securities" means (i) any Units, capital stock, partnership, membership or limited liability company interests or other equity interests (including other classes, groups or series thereof having such relative rights, powers, duties, obligations and liabilities as may from time to time be established by the Board, including rights, powers, duties, obligations and liabilities different from, senior to or more favorable than existing classes, groups and series of Units, capital stock, partnership, membership or limited liability company interests or other equity interests, including any profits interests), (ii) obligations, evidences of indebtedness or other securities or interests, in each case, convertible or exchangeable into Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests, and (iii) warrants, options or other rights to purchase or otherwise acquire Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests. Unless the context expressly indicates otherwise, the term "Equity Securities" refers to Equity Securities of the Company.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Event of Withdrawal" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Exempt Transfer" has the meaning set forth in Section 9.1(d)(i).

"Exit Fair Market Value" has the meaning set forth in Section 13.1.

"Exit Fair Market Value Determination Date" has the meaning set forth in Section 13.1.

"Fair Market Value" means, with respect to any asset or equity interest, its fair market value determined according to Article XIII.

"Family Group" means, with respect to a Person who is an individual, (i) such individual's executor or personal representative, spouse, domestic partner, child (natural or adopted), or any other direct lineal descendant of such Person (or his, her or their spouse or domestic partner), (ii) any trust, any trustee of which is such individual or such individual's executor or personal representative or such individual's children, spouse or domestic partner and which at all times is and remains solely for the benefit of such individual or such individual's relatives or domestic partner, and (iii) any corporation, limited partnership, limited liability company or other tax flow through entity the governing instruments of which provide that such individual or such individual's executor or personal representative will have the exclusive, nontransferable power to direct the management and policies of such entity and of which the sole record and beneficial owners of stock, partnership interests, membership interests or any other equity interests are limited to such individual or the trusts described in clause (ii) above, in each of clauses (i) through (iii), whether by will or the laws of intestate succession.

"Fiduciary Duty Fallaway Date" has the meaning set forth in Section 5.5(d).

"Final Third Party Offer" has the meaning set forth in Section 9.10(c).

"Fiscal Quarter" means each fiscal quarter of the Symbotic Member, or such other quarterly accounting period as may be established by the Board or as required by the Code.

"Fiscal Year" means the fiscal year of the Symbotic Member, or such other annual accounting period as may be established by the Board or required by the Code.

"Foreclosure Period" has the meaning set forth in Section 9.11(a)(i)

"Forfeiture Allocations" has the meaning set forth in Section 4.4.

"Framework Agreement" has the meaning set forth in the Recitals.

"Funded Commitment Amount" has the meaning set forth in Section 3.2(b).

"GAAP" means U.S. generally accepted accounting principles, in effect from time to time.

"Governmental Authority" means the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"Granting Member" has the meaning set forth in Section 9.11(a).

"Granting Member's Financial Institutions" has the meaning set forth in Section 9.11(a).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Indemnified Person" has the meaning set forth in Section 5.7(a).

"Independent Appraiser" has the meaning set forth in Section 13.1.

"Independent Manager" has the meaning set forth in Section 5.2(a)(iii).

"Independent Third Party" means, with respect to the Company and its Subsidiaries, any Person or group of Persons in which an Initial Member holds less than five percent of the voting securities of such Person or group of Persons and that is not otherwise an Affiliate of such Initial Member.

"Initial Member Managers" means the SB Manager and the Symbotic Manager.

"Initial Members" means the SB Member and the Symbotic Member.

"Initial Public Offering" has the meaning set forth in Section 9.9(a).

"Initial SB Member" has the meaning set forth in the Preamble.

"Initial Symbotic Member" has the meaning set forth in the Preamble.

"In-Kind Contribution" shall mean an in-kind contribution made in accordance with Section 3.3(c) in lieu of a cash Capital Contribution to the Company of (i) Symbotic Systems delivered under and in accordance with the Commercial Agreement or (ii) such other property or services of the Symbotic Member or its Subsidiaries as the SB Member consents to treat as an In-Kind Contribution in its sole discretion.

"In-Kind Contribution Notice" has the meaning set forth in Section 3.3(c).

"IPO Restructuring" has the meaning set forth in Section 9.9(b)(i).

"IRR" means, with respect to one or more Units, as of any time of determination, the actual internal annualized rate of return based on (i) the aggregate amount of all Capital Contributions paid (or deemed to have been paid) to the Company in respect of such Unit(s) and (ii) all Distributions of cash and cash equivalents paid on such Unit(s) pursuant to this Agreement. IRR shall be calculated using the "XIRR" function in the most recent version of Microsoft Excel (or if such program is no longer available, such other software program for calculating the IRR reasonably determined by the Board) on the basis of the actual number of days elapsed over a 365- or 366-day year, as the case may be, and taking into account the respective dates of each such Capital Contribution and Distribution.

"Joinder Agreement" means a joinder to this Agreement in substantially the form attached as Exhibit A or such other form as is reasonably acceptable to the Board.

"Law" means any statute, law, treaty, ordinance, regulation, directive, rule, code, executive order, injunction, judgment, decree, writ, order or other requirement, including any successor provisions thereof, of any Governmental Authority.

"Liens" means all options, proxies, voting trusts, voting agreements, judgments, pledges, charges, escrows, rights of first refusal or first offer, transfer restrictions, liens, claims, mortgages, security interests, indentures, equities, covenants, rights of way, and other encumbrances of every kind and nature whatsoever, including any arrangements or obligations to create any such encumbrance, whether arising by agreement, operation of law or otherwise.

"Liquidation Assets" has the meaning set forth in Section 12.2(b).

"Liquidation FMV" has the meaning set forth in Section 12.2(b).

"Liquidation Statement" has the meaning set forth in Section 12.2(b).

"Lock-Up Period" has the meaning set forth in Section 9.1(b).

"Losses" means items of Company loss and deduction determined in accordance with Section 704(b) of the Code and the Capital Account maintenance rules under Treasury Regulations Section 1.704-1(b)(2)(iv).

"Major Investors" means: (i) the SB Member, so long as the SB Member holds at least 10% of the Units; (ii) the Symbotic Member, so long as the Symbotic Member holds at least 10% of the Units; and (iii) any other Member that owns at least 20% of the Units and is responsible for a corresponding portion of the Remaining Commitment Amount.

"Major Investor Approval" has the meaning set forth in Section 6.3(b).

"Manager" means a Manager serving on the Board at any given time, who, for purposes of the Delaware Act, will not be deemed a "manager" (as defined in the Delaware Act) but will be subject to the rights, obligations, limitations and duties expressly set forth in this Agreement.

"Member" means each of the Persons listed as a Member on Schedule A, and any Person admitted to the Company as a Substituted Member or Additional Member in accordance with the provisions of this Agreement; but in each case only for so long as such Person is shown on the Company's books and records as the owner of one or more Units.

"Member Appraiser" has the meaning set forth in Section 13.1.

"Minimum Gain" means the partnership minimum gain determined pursuant to Treasury Regulations Section 1.704-2(d).

"Newco" has the meaning set forth in Section 9.9(b)(i).

"Non-Defaulting Member" has the meaning set forth in Section 3.3(e)(i).

"Offer Notice" has the meaning set forth in Section 9.2(a).

"Offer Period" has the meaning set forth in Section 9.2(a).

"Offered Units" has the meaning set forth in Section 9.2(a).

"Offering Member" has the meaning set forth in Section 9.2(a).

"Officers" means each person designated as an officer of the Company to whom authority and duties have been delegated pursuant to Section 5.5, subject to any resolution of the Board appointing or removing such person as an officer or relating to such appointment.

"Operating Plan" has the meaning set forth in Section 5.6(a).

"Original Certificate" has the meaning set forth in the Recitals.

"Party" has the meaning set forth in the Preamble.

"Partnership Representative" means the "partnership representative" as such term is defined in Section 6223 of the Code.

"Permitted Liens" means the following Liens: (i) Liens for current taxes, assessments or other governmental charges not yet delinquent, or which may be hereafter paid without penalty or that the taxpayer is contesting in good faith through appropriate proceedings for which adequate reserves have been established in accordance with GAAP; (ii) mechanics', materialmen's, carriers', workmen's, warehousemen's, repairmen's or other like common law, statutory or consensual Liens arising or incurred in the ordinary course of business and which do not materially impair the present use and operation of, or materially and adversely affect the value of, the assets to which they relate or deposits to obtain the release of such Liens; (iii) with respect to leasehold interests, mortgages and other Liens incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of any real property subject to a lease; (iv) zoning,

building, subdivision, entitlement, conservation restriction and other land use and environmental regulations, easements, covenants, rights of way or other similar requirements or restrictions, none of which (A) materially and adversely interfere with the present uses of the real property or (B) materially and adversely affect the value of the specific parcel of real property to which they relate; (v) zoning promulgated by Governmental Authorities; and (vi) non-exclusive licenses or sublicenses under intellectual property rights owned by or licensed to the Company granted to any licensee in the ordinary course of business.

"Permitted Reserves" has the meaning set forth in Section 4.2(c)

"Permitted Security Interest" has the meaning set forth in Section 9.11(a).

"Permitted Syndication" has the meaning set forth in Section 9.1(c).

"Permitted Syndication Party" means each of the Persons set forth on Schedule C, which may be updated from time to time by mutual consent of the SB Member and the Symbotic Member in writing.

"Permitted Transferee" means (i) with respect to any Person who is an individual, any member of such Person's Family Group who executes a Joinder Agreement, (ii) with respect to the SB Member, any Affiliate of the Initial SB Member that is not a Portfolio Company, (iii) with respect to the Symbotic Member, any Affiliate of the Initial Symbotic Member, and (iv) with respect to any other Member, an Affiliate of such Member.

"Person" means a natural person, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a Governmental Authority.

"Plan" means an equity incentive plan to be adopted by the Board within one year of the Effective Date with such provisions as the Board may determine.

"Portfolio Company" means an entity in which the SB Member or an Affiliate holds voting stock that is primarily engaged in the operation of a business that primarily derives its revenues from the sale of products or the provision of services to customers.

"Preemptive Rights Exercise Notice" has the meaning set forth in Section 3.6(d).

"Preemptive Rights Holder" means any Initial Member, to the extent such Initial Member remains a Major Investor.

"Preemptive Rights Notice" has the meaning set forth in Section 3.6(c).

"Preemptive Rights Portion" has the meaning set forth in Section 3.6(a).

"Preemptive Securities" means, collectively, any Equity Securities of the Company offered for sale by the Company.

"Pro Rata Share" means, with respect to each Unit, the proportionate amount such Unit would receive if an amount equal to the Total Equity Value were distributed to all Units in accordance with the distribution provisions of Section 4.2, in each case as determined by the Board.

"Proceeding" means any judicial, administrative or arbitral action, lawsuit or proceeding (in each case, public or private).

"Profits" means items of Company income and gain determined in accordance with Section 704(b) of the Code and the Capital Account maintenance rules under Treasury Regulations Section 1.704-1(b)(2)(iv).

"Public Offering" means (i) any underwritten sale of common equity securities of a Person (or any successor thereto, whether by merger, conversion, consolidation, recapitalization, reorganization or otherwise) pursuant to an effective registration statement under the Securities Act filed with the U.S. Securities and Exchange Commission on Form S-1 or S-3 (or any successor forms adopted by the U.S. Securities and Exchange Commission); (ii) a direct listing or (iii) a business combination transaction with a special purpose acquisition company; provided that the following will not be considered a Public Offering: (A) any issuance of common equity securities in connection with and as consideration for a merger or acquisition; and (B) any issuance of common equity securities or rights to acquire common equity securities to employees, officers, directors, consultants or other service providers of the Company or any of its Subsidiaries or others as part of an incentive or compensation plan, agreement or arrangement. Unless otherwise indicated herein, "Public Offering" will refer to a Public Offering of the common equity securities of the Company (or its successor).

"Qualified Institution" means a domestic office of a commercial bank or trust company organized under the laws of the United States (or any State or political subdivision thereof) that: (i) has assets of at least $50,000,000,000; (ii) has a credit rating of at least (A) A3 from Moody's or (B) A- from S&P or Fitch; and (iii) is not an Affiliate of the Member on whose behalf such commercial bank or trust company is proposed to issue any Credit Support.

"Regulatory Allocations" has the meaning set forth in Section 4.4.

"Related Party" means, with respect to any Person, any Affiliate of such Person, and, if such Person is an individual, any member of the Family Group of such Person; provided that Richard Cohen and each of his Related Parties shall be deemed to be Related Parties of the Symbotic Member.

"Remaining Commitment Amount" has the meaning set forth in Section 3.2(b).

"Requested Capital Call" has the meaning set forth in Section 3.3(b)(i).

"Requested Capital Call Notice" has the meaning set forth in Section 3.3(b)(ii).

"Requested Capital Call Acceptance" has the meaning set forth in Section 3.3(b)(ii).

"Required Commitment Amount" has the meaning set forth in Section 3.2(b).

"Required Commitment Amount Capital Call Notice" has the meaning set forth in Section 3.3(e)(i).

"Residual Information" has the meaning set forth in Section 6.6(e).

"Right of First Offer" has the meaning set forth in Section 9.2(a).

"ROFO Exercise Notice" has the meaning set forth in Section 9.2(b)

"ROFO Rightholder" has the meaning set forth in Section 9.2(a).

"Rule 506(d) Related Party" means, with respect to any Member, a Person that is a beneficial owner of such Member's securities for purposes of Rule 506(d) of the Securities Act.

"Sale Notice" has the meaning set forth in Section 9.10(a).

"Sale Transaction" means a transaction or series of transactions involving either: (i) the sale, lease, Transfer, conveyance or other disposition, in one transaction or a series of related transactions (including by way of merger, consolidation, recapitalization, reorganization or Transfer of securities of one or more of the Company's Subsidiaries), to an Independent Third Party or group solely of Independent Third Parties for value, of all or substantially all of the assets of the Company (including the Equity Securities of one or more Subsidiaries) and its Subsidiaries, on a consolidated basis; (ii) a transaction or series of transactions (including by way of merger, consolidation, recapitalization, reorganization or Transfer of securities by the holders of securities of the Company) with an Independent Third Party or group solely of Independent Third Parties, the result of which is that the Members immediately prior to such transaction are (after giving effect to such transaction) no longer, in the aggregate, the "beneficial owners" (as such term is defined in Rule 13d-3 and Rule 13d-5 promulgated under the Securities Exchange Act), directly or indirectly through one or more intermediaries, of Equity Securities representing the right to receive more than 50% of the capital and more than 50% of the profits of the Company; or (iii) a similar transaction with a like economic effect. A SPAC Transaction shall not be deemed a Sale Transaction. Notwithstanding the foregoing, no such transaction or series of related transactions (including by way of merger, consolidation, recapitalization, reorganization, sale of securities or otherwise, including a business combination with a special purpose acquisition company) in connection with a Public Offering will be deemed a Sale Transaction.

"Sale Transaction Offer" has the meaning set forth in Section 9.10(a).

"SB ECL" has the meaning set forth in Section 3.4(a).

"SB Manager" has the meaning set forth in Section 5.2(a)(i).

"SB Member" has the meaning set forth in the Preamble.

"Securities Act" means the Securities Act of 1933.

"Securities Exchange Act" means the Securities Exchange Act of 1934.

"Sharing Percentage" means, as to each Member as of any date of determination, a fraction (represented as a percentage) the numerator of which is the number of Units held by such Member and the denominator of which is the aggregate number of all issued and outstanding Units, in each case, on a look-through and "as-if-converted" basis. For the avoidance of doubt, as of the Effective Date, each Member's Sharing Percentage is set forth on Schedule A.

"SPAC" means any publicly traded blank check company or special purpose acquisition company or vehicle pursuing an initial business combination or any Subsidiary thereof that, immediately prior to the consummation of the initial business combination transaction, (i) has no material assets (other than proceeds from its initial public offering, the private placement of securities in connection therewith and working capital loans made by such company's sponsor, management team or their respective Affiliates), (ii) has no material liabilities or obligations (other than ordinary course payables to vendors, professionals, consultants and other advisors, deferred underwriting fees incurred in connection with its initial public offering and otherwise to the extent arising from the rights of the company's public shareholders to redeem their shares and receive liquidating distributions under specified circumstances) and (iii) is not an Affiliate of an Initial Member.

"SPAC Transaction" means (i) a transaction or series of related transactions, by merger, consolidation or other business combination, including in an "Up-C" transaction, pursuant to which a majority of the business, assets or divisions of the Company or any successor thereto or Subsidiary thereof is combined with that of a SPAC, regardless of the percentage of the Members' ownership interest in the entity resulting from or surviving such merger, consolidation or other business combination, (ii) the sale, transfer, exchange or other disposition of all or a majority of the business, assets, divisions or voting securities of the Company or any successor thereto or Subsidiary thereof to a SPAC, whether by way of merger, consolidation or otherwise, or (iii) a restructuring, recapitalization or similar transaction resulting in the combination of the Company or any successor thereto or Subsidiary thereof with a SPAC, in each case, (A) as a result of which the surviving entity (or its parent entity) is listed on a United States national securities exchange with Equity Securities registered under Section 12(b) of the Securities Exchange Act and (B) the consideration payable in such transaction to the Members shall be solely cash or publicly traded Equity Securities (including earnout consideration payable in cash or publicly traded Equity Securities).

"Special Call Right" has the meaning set forth in Section 3.15(a)(i).

"Specified Persons" has the meaning set forth in Section 6.5(a).

"Steering Committee" has the meaning set forth in Section 5.8(a).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, and without limitation, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if

such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control the manager, managing member, managing director (or a board comprised of any of the foregoing) or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, any controlled Affiliate of a Person will be deemed to be a Subsidiary of such Person. For purposes hereof, references to a "Subsidiary" of any Person will be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

"Substituted Member" means a Person that is admitted as a Member to the Company pursuant to Section 10.1.

"Supplemental Indemnification Rights" has the meaning set forth in Section 5.7(b).

"Symbotic Competitor" means each of the Persons set forth on Schedule B and their Subsidiaries and respective successors, which may be updated from time to time by mutual consent of the SB Member and the Symbotic Member in writing, such consent not to be unreasonably withheld.

"Symbotic Manager" has the meaning set forth in Section 5.2(a)(ii).

"Symbotic Member" has the meaning set forth in the Preamble.

"Symbotic Systems" has the meaning set forth in the Commercial Agreement, excluding the Symbotic System Software and all related components.

"Syndication Party" has the meaning set forth in Section 9.1(c)

"Tax" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, surplus line, excess, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any Transferee liability and any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Tax Basis Differential" means an amount equal to the difference (expressed as a positive number) between (i) the Company's tax basis in the Symbotic Systems acquired by the Company (or its Affiliates) from the Symbotic Member (or its Affiliates) pursuant to the Commercial Agreement as of the date of the relevant acquisition (taking into account the tax treatment of the Warrant as a rebate as described in Section 8.4) and (ii) the tax basis that the Company would have had in such Symbotic Systems as of the date of the relevant acquisition if no such rebate had been made.

"Tax Distribution" has the meaning set forth in Section 4.1.

"Taxable Year" means the Company's accounting period for federal income Tax purposes determined pursuant to Section 8.2.

"Taxing Authority" means any federal, state, local or foreign governmental authority with responsibility for the collection or enforcement of any Tax.

"Temporary Independent Manager" has the meaning set forth in Section 5.2(e).

"Third Party Offer" has the meaning set forth in Section 9.10(c).

"Third Party Purchaser" has the meaning set forth in Section 9.2(c).

"Third Party Sale" has the meaning set forth in Section 9.2(c).

"Third Party Sale Period" has the meaning set forth in Section 9.2(c).

"Total Equity Value" means, as reasonably determined by the Board and as applicable, (i) the aggregate net proceeds (net of all Taxes, costs and expenses incurred by the Company (excluding, for the avoidance of doubt, any Taxes incurred by Members of the Company) in connection with such transaction and any amounts reserved by the Board with respect to any contingent or other liabilities, or the amounts of deferred, escrowed, withheld, adjusted or contingent consideration) that would be received by the Members in connection with any Sale Transaction or other transaction if such proceeds were distributed in accordance with the distribution provisions of Section 4.2, or, if different, (ii) the aggregate proceeds that would be received by the Members if: (A) all of the assets of the Company and its Subsidiaries (on a consolidated basis) were sold at their Fair Market Value on arm's-length terms, with neither the seller nor the buyer being under compulsion to buy or sell such assets; (B) the Company and its Subsidiaries satisfied and paid in full all of their respective obligations and liabilities (including all Taxes of the Company and its Subsidiaries (excluding, for the avoidance of doubt, any Taxes incurred by Members of the Company), costs and expenses incurred in connection with such transaction and any amounts reserved by the Board with respect to any contingent or other liabilities, or the amounts of deferred, escrowed, withheld, adjusted or contingent consideration); and (C) such net sale proceeds were then distributed in accordance with the distribution provisions of Section 4.2, all as reasonably determined by the Board.

"Transaction Committee" has the meaning set forth in Section 9.10(a).

"Transfer" means any direct or indirect sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a participation interest in, grant of a security interest or other disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law) or the acts thereof or an offer or agreement to do the foregoing, but excluding any conversion or redemptions of Equity Securities by the Company and any merger or consolidation of the Company. The terms "Transferee," "Transferor," "Transferred" and other forms of the word "Transfer" will have the correlative meanings.

"Treasury Regulations" means the final, temporary and (to the extent they can be relied upon) proposed regulations under the Code, as promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Unit" means a limited liability company interest in the Company of a Member or an Assignee in the Company representing a fractional part of the interests in Profits, Losses and Distributions of the Company; provided that any class, group or series of Units issued will have the relative rights, powers, duties, obligations and liabilities set forth in this Agreement.

"Warrant" means that certain Warrant to Purchase Class A Common Stock issued by Symbotic Inc. to the Initial SB Member on the Effective Date.

**EXHIBIT A**

**FORM OF JOINDER AGREEMENT**
**TO**
**LIMITED LIABILITY COMPANY AGREEMENT**

This JOINDER TO LIMITED LIABILITY COMPANY AGREEMENT (this "Joinder Agreement") is dated as of [•] between GREENBOX SYSTEMS LLC, a Delaware limited liability company (the "Company"), and [•] ("New Member").

The Company has entered into the Limited Liability Company Agreement of GreenBox Systems LLC, a Delaware limited liability company, dated as of July 23, 2023, among the Company and its Members, a copy of which is attached hereto as Annex I (as amended, supplemented, replaced or otherwise modified from time to time, the "LLC Agreement"). Pursuant to the terms of the LLC Agreement, the New Member is required to execute this Joinder Agreement for the purposes of making the New Member a party to the LLC Agreement. The New Member has agreed to execute this Joinder Agreement in consideration of the receipt of the New Member's Interest.

The Company and the New Member agree as follows:

1. Defined Terms. All capitalized, undefined terms used in this Joinder Agreement have the meanings assigned thereto in the LLC Agreement.

2. Joinder of New Member. The New Member hereby agrees to become a party to the LLC Agreement with all right, title and interest as a [•] Member thereunder and subject to all of the terms and conditions thereof. The New Member's notice address for purposes of Section 14.8 of the LLC Agreement is [•].

3. Acknowledgement. With the execution and delivery of this Joinder and entry into the LLC Agreement, the New Member hereby acknowledges that (a) such New Member is a sophisticated investor and has been represented by counsel in connection with entry into the LLC Agreement, (b) such New Member has reviewed Section 5.5(d) of the LLC Agreement and (c) to the fullest extent permitted by applicable Law, including, for the avoidance of doubt, Section 18-1101(c) of the Delaware Act, and except as expressly contemplated by this Agreement or any other agreement entered into between a Manager and any Member or the Company or any of its Subsidiaries, no Manager shall have any duty (including any fiduciary duty) in such capacity as Manager otherwise applicable at law or in equity to the Company or such New Member with respect to or in connection with the Company or the Company's business or affairs.

The Company and the New Member have executed this Joinder Agreement as of [•].

[INSERT SIGNATURE BLOCK
FOR NEW MEMBER]

Accepted and acknowledged as of [•] by:

GREENBOX SYSTEMS LLC

By: _____
Name:
Title:

**Exhibit 10.3**

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED AS PERMITTED BY THE RULES OF THE SECURITIES AND EXCHANGE COMMISSION BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) CUSTOMARILY AND ACTUALLY TREATED BY THE REGISTRANT AS PRIVATE OR CONFIDENTIAL.

EXECUTION VERSION
CONFIDENTIAL

# MASTER SERVICES, LICENSE AND EQUIPMENT AGREEMENT

by and between

GreenBox Systems LLC

and

Symbotic LLC

Dated

July 23, 2023

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**MASTER SERVICES, LICENSE AND EQUIPMENT AGREEMENT**

This Master Services, License and Equipment Agreement (this "Agreement"), dated July 23, 2023 (the "Effective Date"), is entered into by and between GreenBox Systems LLC, a Delaware limited liability company ("Customer"), and Symbotic LLC, a Delaware limited liability company ("Symbotic," and, collectively with Customer, the "Parties"). Unless otherwise defined in this Agreement or context otherwise requires, capitalized terms shall have the meanings ascribed to such terms in Exhibit A.

**RECITALS**

**WHEREAS**, contemporaneously with the execution and delivery of this Agreement, Symbotic Inc., a Delaware corporation ("Symbotic Inc."), Symbotic Holdings LLC, a Delaware limited liability company ("Symbotic Holdings"), Symbotic LLC, a Delaware limited liability company ("Symbotic LLC"), Sunlight Investment Corp., a Delaware corporation ("Sunlight") and SVF II Strategic Investments AIV LLC, a Delaware limited liability company ("SVF" and, together with Sunlight, the "SB Group"), and Customer entered into that certain Framework Agreement (the "Framework Agreement"), pursuant to which Symbotic Inc., Symbotic Holdings, SB Group and Customer agreed, among other things, to establish a joint venture to conduct the Business;

**WHEREAS**, contemporaneously with the execution and delivery of this Agreement, pursuant to the Framework Agreement, Customer, Symbotic Holdings and Sunlight entered into that certain Limited Liability Company Agreement of Customer (the "LLC Agreement") governing such parties' respective rights and obligations with respect to such joint venture; and

**WHEREAS**, pursuant to the Framework Agreement, the Parties desire to enter into this Agreement to set forth the terms, conditions, rights and obligations governing the design, installation, implementation and operation of the Symbotic Systems by Symbotic for Customer.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

## ARTICLE I

## STRUCTURE OF THE AGREEMENT; DESCRIPTION OF THE WORK

1.1 General. This Agreement sets out the terms, conditions, rights and obligations governing the design, installation, implementation and operation of the Symbotic Systems by Symbotic for Customer within the Territory, including the general legal terms and conditions with respect thereto and the organizational framework governing the relationship between Symbotic and Customer.

1.2 Structure of Agreement. Symbotic shall install, implement, extend, update, or supplement Symbotic Systems at locations of Customer within the Territory (each, a "Site"), or otherwise provide Equipment, Services, Software or other Deliverables or license Intellectual Property, in each case, pursuant to a written statement of work (each, a "SOW"). Each such SOW shall incorporate this Agreement's terms, conditions, rights and obligations and form a distinct contract. The Parties acknowledge and agree that where a term, condition, right or obligation is not set forth in this Agreement or a SOW, nothing in this Agreement shall imply that any such term, condition, right or obligation exists or is the responsibility of any Party or that either Party assumes such responsibility or obligation.

1.3 Commitment. Subject to the terms of this Agreement, Customer shall expend at least $7,500,000,000 in the aggregate to purchase the Symbotic Systems (the "Purchase Commitment") (for the avoidance of doubt, the Purchase Commitment shall not include any Software License fees, fees for the Software Maintenance Services, fees for any operations and maintenance Services specified in an Operations and Maintenance SOW, fees for other Services as may be specified in a Software License and Subscription SOW, or the cost of spare parts). The Symbotic Systems shall be implemented on the timeline set forth on Exhibit B (*Expected Timeline*), as such timeline may be modified from time to time in accordance with the Rolling Project Schedule and the other terms of this Agreement. Notwithstanding anything to the contrary set forth herein, Customer may credit $100,000,000 against the Purchase Commitment to account for operating expenses expended by Customer in connection with this Agreement.

1.4 Projects and Services.

(a) Projects. For each new Symbotic System purchased by Customer to be installed and implemented by Symbotic for a Site (each such installation and implementation, a "Project"), the Parties shall enter into a SOW for the Project substantially in the form of Exhibit C (each, a "Project SOW"), for the Work procured in such Project SOW.

(b) Site Inspection; Design Documents. Customer shall provide Symbotic with reasonable access to and information regarding the Site for Symbotic to prepare the Design Documents for the Project. Symbotic shall prepare and provide to Customer all the drawings and specifications necessary for the installation and implementation of the Symbotic System for the Project (all Site drawings and specifications for Work prepared by Symbotic, the "Design Documents").

(c) At the time that the Parties agree that all work necessary to draft a Project SOW has been completed, the Parties shall prepare and finalize a Project SOW attaching the Design Documents and describing in sufficient detail: (i) the Site; (ii) the Symbotic System to be installed at such Site, including the number and type of components that comprise the Symbotic System for such Site; (iii) the Project Time Schedule for such Project; (iv) the Work to be performed by Symbotic for such Project, including installation and implementation of the Symbotic System and, if applicable, integration of the Symbotic System with Customer Systems, testing of all hardware and software components required for the Symbotic System operation, and coordinating the operational production ramp-up of such Project; (v) the Customer Site Responsibilities; and (vi) the applicable purchase price and milestone payment schedule for such Project, which shall be determined pursuant to Exhibit D (*Pricing*). For each Project, Symbotic shall create and provide Customer with editable electronic copies of a set of drawings that shall reflect all changes made to the Project during performance of the Work, and that show the

dimensions, geometry, and location of all elements of such Project (the "As-Built Drawings") no later than 90 days after Preliminary Acceptance of the Project. The As-Built Drawings shall be marked as "PROJECT RECORD" in red prominently displayed letters. Symbotic shall deliver the non-equipment Deliverables identified in the Project SOW within 90 days after Preliminary Acceptance, unless the Project SOW specifies a different delivery time.

(d) Software License and Subscription SOW. For each Project, the Parties shall also enter into a SOW, substantially in the form of Exhibit E (each, a "Software License and Subscription SOW"), which shall set forth the Software License fees, the fees for the Software Maintenance Services and, if specified, the fees for other Services specified therein, [***] as set forth in the Software License and Subscription SOW executed by the Parties for a respective Site.

(e) Operations and Maintenance Services SOW. For each Project, the Parties may also enter into a SOW, substantially in the form of Exhibit F (each, an "Operations and Maintenance SOW"), outlining the terms of operation and maintenance Services that Symbotic shall ramp up prior to and provide following Preliminary Acceptance of the applicable Symbotic System, including any reporting requirements in connection with such operation and maintenance Services.

(f) Software Support and Maintenance Agreement. Contemporaneously with the execution and delivery of this Agreement, the Parties will enter into a separate software support and maintenance agreement (the "Software Support and Maintenance Agreement") substantially in the form of Exhibit G, which sets forth the scope of support and maintenance services that Symbotic shall provide to Customer in connection with the Symbotic System Software (the "Software Maintenance Services").

(g) Other Services. A SOW may also set forth future phases of work for the Implemented Symbotic System. Such descriptions of future work may include future options that Customer may exercise to procure Services, Equipment, Software or Intellectual Property rights. Symbotic shall not, and shall not be obligated to, provide any Services, Equipment, Software, or other Deliverable or license any Intellectual Property unless it has agreed to do so pursuant to a SOW signed by a Duly Authorized Representative of Symbotic. Customer shall not, and shall not be obligated to, purchase any Equipment, Software, Services, upgrades or additional features unless it has agreed to do so pursuant to an SOW signed by a Duly Authorized Representative of Customer.

1.5 Scheduling. Symbotic and Customer, each acting reasonably, shall develop and maintain a mutually agreed [***] rolling project schedule based on the planned Installation Commencement Date for Symbotic Systems in the [***] (the "Rolling Project Schedule"). The Rolling Project Schedule shall be consistent in all material respects with Exhibit B (*Expected Timeline*) and shall indicate the number of Symbotic Systems, if any, with planned Installation Commencement Dates during [***], the Project Sites where they are to be installed, the date by which the Parties anticipate finalization of the Project SOW for each Symbotic System (each, a "Project SOW Date"), and the scheduled dates for Preliminary Acceptance and Final Acceptance for the applicable Symbotic Systems. Customer may request modifications to the Rolling Project Schedule, which shall be subject to approval by Symbotic (such approval not to be unreasonably withheld, conditioned or delayed) and compliance with Section 2 (*Changes to Approved Schedule*) of Exhibit B (*Expected Timeline*).

1.6 Administrative Matters Relating to Project SOWs.

(a) For administration purposes, SOWs shall be numbered using a special designation for each Project Site. No performance or partial performance of Services shall be deemed complete unless such Services comply with the express representations and warranties set forth in Article XIII (*Representations and Warranties; Warranty; Correction of Defects*). Symbotic shall keep Customer reasonably informed of Symbotic's progress related to Services and Deliverables. In addition to the reports systematically generated by the Symbotic System itself, Symbotic shall provide reports related to the Work in accordance with the applicable SOW.

(b) If a SOW does not specify a time period for a responding Party's response, the requesting Party may specify a reasonable time period in the context of the specific Services, Equipment, Software or other rights at issue. The Party receiving the request shall use commercially reasonable efforts to comply with the request in the time period specified by the requesting Party.

(c) Customer shall use commercially reasonable efforts to provide Symbotic with any other access, authorizations or information as described in a SOW or as otherwise reasonably necessary or desirable for Symbotic to perform its obligations as contemplated herein.

1.7 Change Orders. The Parties may desire to make modifications to the Work, Services or Deliverables set forth in a SOW, or render or request additional Work, Services or Deliverables that were not contemplated by the Parties when a SOW was created. If so, the Parties shall, each acting reasonably, discuss such changes and, if mutually agreed, enter into a written change order describing such changes in sufficient detail, including to the extent applicable, (a) any changes to the Cost of Material and Labor for such Project and (b) any adjustments to the Project Time Schedule (a "Change Order"). If the Parties determine to implement the Change Order, a Duly Authorized Representative of each Party shall execute and deliver the Change Order, which shall become a part of the applicable SOW, and all references to such SOW thereafter shall include such changes as set forth in the applicable Change Order. Upon the execution and delivery of a Change Order, Symbotic shall proceed as promptly as practicable with the agreed changes in the SOW ordered, and the SOW (including the Change Order thereto) and this Agreement shall continue to govern all applicable Work, Services and Deliverables provided by Symbotic to Customer pursuant to such SOW. To the extent the Change Order includes any agreed changes to the Cost of Material and Labor, Customer shall compensate Symbotic (or Symbotic shall issue a credit, if applicable) for implementation thereof pursuant to the Change Order. For the avoidance of doubt, except as otherwise required under this Agreement or any other SOW, Symbotic shall have no obligation to perform any changes to the Work, Services or Deliverables under any SOW or otherwise hereunder unless and until the execution and delivery of a Change Order.

1.8 Duly Authorized Representatives. Each Party, unless expressly provided for otherwise herein, shall appoint, as soon as reasonably practicable after the date of this Agreement, a Representative or Representatives (each such Representative, a "Duly Authorized Representative"), who shall be responsible for coordinating and managing the Work, Services and Deliverables provided and received hereunder and shall, unless expressly provided for otherwise herein, have authority to act on the applicable Party's behalf with respect to matters relating to this Agreement, including the execution of SOWs and Change Orders (unless and until a replacement Duly Authorized Representative is designated by the applicable Party by written notice to the other Party). Each Party shall notify the other Party, in writing, as soon as practicable after the appointment of such Duly Authorized Representative, but no more than 10 Business Days after such appointment.

1.9 Subscriber Matters.

(a) Subject to the other provisions of this Section 1.9, for a given Project or Site, so long as Customer shall have provided reasonable advance notice to Symbotic, Customer may direct that (i) the provision of services or performance of obligations contemplated under this Agreement to be provided or performed by Symbotic to or for the benefit of Customer shall be provided to or performed for the benefit of the applicable Subscriber for such Project or Site in lieu of Customer and (ii) in lieu of Customer performing its obligations under this Agreement, the applicable Subscriber for such Project or Site perform such obligations; *provided* that Customer shall at all times remain solely responsible and liable for the performance of all of Customer's obligations contemplated by this Agreement.

(b) For a given Project or Site, Symbotic shall reasonably cooperate with Customer to assist Customer in addressing any reasonable request of Subscriber made to Customer related to such Project or Site, as applicable; *provided* that (i) prior to any Symbotic Confidential Information being shared with Subscriber in response to any such request, Subscriber must agree to treat Symbotic Confidential Information in a confidential manner and in accordance with the provisions of Article XII (*Confidentiality and Access to Customer Systems*); and (ii) all costs and expenses of Symbotic arising out of or related to any such requests shall be included in the Cost of Material and Labor; *provided* that Symbotic shall have no obligation pursuant to this clause (b) to the extent such obligation would unreasonably interfere with the normal operation of the business of Symbotic and exceed the obligations that Symbotic otherwise owes to Customer under this Agreement.

(c) Customer may, by prior written notice to Symbotic, reasonably designate that, with respect to such Project or Site, as applicable, (i) Subscriber's policies and procedures shall apply for purposes of Section 5.5(a) (*Compliance with Customer Policies and Procedures*) and, if so designated, Symbotic's compliance with such policies and procedures shall be deemed to be Symbotic's compliance with such section and (ii) Subscriber's insurance shall apply for purposes of Section 10.2 (*Customer Insurance Requirements*). Customer may also grant sublicenses to any Subscriber under the licenses granted to Customer pursuant to Section 7.3 (*Licenses*); *provided* that Customer shall ensure that Symbotic is a third-party beneficiary of any such sublicense agreement, such sublicenses shall solely be used by Subscriber of Symbotic System Software, Software Documentation, and Symbotic Property in connection with the applicable Project or Site, such sublicenses do not grant the right for such Subscriber to assign any rights thereunder or sublicense the rights under such sublicense, such sublicenses shall be conditioned on such Subscriber's compliance with the obligations and limitations applicable to Customer under Article VII (*Intellectual Property Rights*) below, and Customer shall remain jointly and severally liable for any breach by a Subscriber of any of the foregoing.

(d) To the extent any action on the part of Subscriber is necessary for Customer to satisfy its obligations under this Agreement, this Agreement shall be deemed to include an undertaking on part of Customer to cause Subscriber to take such action. Notwithstanding anything to the contrary in this Agreement, including any limitations set forth in Article XIV (*Indemnification; Limitation of Liability*), (i) under no circumstances shall (A) any Subscriber be considered a third-party beneficiary hereunder, (B) Symbotic be directly liable to any Subscriber and (C) any Subscriber, Affiliate thereof or any of its or their respective Representatives have the right to bring any Action against Symbotic, any of its Affiliates or any of its or their respective Representatives claiming a breach of this Agreement (a "Subscriber Claim"), (ii) Customer shall indemnify, defend and hold harmless Symbotic, its Affiliates and its and their respective Representatives for any costs, expenses, losses and/or damages of any kind arising out of any Subscriber Claim, provided that to the extent practicable, after consultation between Customer and Symbotic, Customer shall control the defense of any Subscriber Claim and, at Customer's sole cost and expense, Symbotic shall use commercially reasonable efforts to cooperate in connection therewith, and (iii) any act or omission by any Subscriber that would be a breach of this Agreement if such act or omission was made by Customer shall be deemed a breach of this Agreement by Customer. For the avoidance of doubt, the provisions of this Section 1.9(d) (*Subscriber Matters*) shall not limit Customer's ability to properly exercise its rights pursuant to this Agreement.

1.10 In-Kind Contributions under the LLC Agreement. In the event the Symbotic Member (as defined in the LLC Agreement) makes an In-Kind Contribution (as defined in the LLC Agreement) of Symbotic Systems pursuant to the terms of the LLC Agreement (which Symbotic Systems, for the avoidance of doubt, shall be valued at the Cost of Material and Labor of such Symbotic Systems for purposes of such In-Kind Contribution), Customer shall be required to pay all other payments or financial obligations with respect to such Symbotic Systems, excluding the Cost of Material and Labor, including, for the avoidance of doubt, the Margin Payment (as defined in Exhibit D (*Pricing*)), Software License Fee and all Charges (other than the Cost of Material and Labor) with respect to such Symbotic Systems pursuant to the terms of this Agreement. For the avoidance of doubt, to the extent such amounts paid by Customer consist of costs to be included in the Purchase Commitment in accordance with Section 1.3 (*Commitment*), such amounts shall be credited against the Purchase Commitment payable by Customer under this Agreement. For illustration purposes only, if the Symbotic Member makes an In-Kind Contribution of Symbotic Systems with Cost of Material and Labor of [***] and in respect of which the Margin Payment (as defined in Exhibit D (*Pricing*), Software License Fee and all other Charges (other than the Cost of Material and Labor) total [***], then the Symbotic Member shall be credited under the LLC Agreement for a capital contribution of [***] and Symbotic shall be entitled to receive [***] pursuant to this Agreement.

## ARTICLE II

## TESTING AND ACCEPTANCE

2.1 Development of Acceptance Criteria. Symbotic and Customer shall develop acceptance criteria, metrics and testing methodologies for preliminary acceptance of a Project ("Preliminary Acceptance") and final acceptance of a Project ("Final Acceptance"), in each case, based on Exhibit I (*Performance Standards and Acceptance Criteria*), and shall include such criteria, metrics and methodologies in the Specifications set forth in the applicable Project SOW.

2.2 Acceptance Testing.

(a) Symbotic shall test each Symbotic System installed at a Project Site in accordance with the test plan set forth in the Project SOW. Testing of each Symbotic System installed at a Project Site in a production environment shall commence at the point at which the first case is available to ship from such Symbotic System installed at the applicable Project Site.

(b) Preliminary Acceptance. Symbotic shall (i) ensure that the applicable Symbotic System meets the Preliminary Acceptance Criteria set forth in the applicable Project SOW, using commercially reasonable efforts to meet such criteria no later than the date specified in the applicable Project SOW and (ii) provide Customer written notice (the "Preliminary Acceptance Notice") at such time that Symbotic determines that a Symbotic System meets the Preliminary Acceptance Criteria. Customer may either confirm or dispute the Preliminary Acceptance Notice pursuant to the following sentence and Section 2.2(d) (*Acceptance Disputes*). If Customer disputes the Preliminary Acceptance Notice, Customer shall promptly notify Symbotic's Duly Authorized Representative, in writing, providing sufficient detail and reasonable evidence of the basis for such dispute within [***] of receipt of the Preliminary Acceptance Notice. Preliminary Acceptance for a Symbotic System shall be deemed to occur on the date that is the earlier of (A) the date Customer provides written notice confirming that a Symbotic System meets the Preliminary Acceptance Criteria, (B) the [***] after Customer receives the Preliminary Acceptance Notice, if Customer does not respond to the Preliminary Acceptance Notice; *provided* that if Customer notifies Symbotic in writing prior to such [***] that it requires an extension to evaluate such Preliminary Acceptance Notice, such deadline shall be deemed to be extended for [***] or such longer period as may be mutually agreed by the Parties in writing (it being understood and agreed such deadline may only be extended once) and (C) if disputed pursuant to Section 2.2(d) (*Acceptance Disputes*), such date that the arbitrator pursuant to Article XVI (*Dispute Resolution*) determines that the Preliminary Acceptance Criteria was satisfied. Following Preliminary Acceptance, Symbotic shall provide operational ramp-up support of such Symbotic System installed at a Site as set forth in the Exhibit C (*Form of Project SOW*).

(c) Final Acceptance. Symbotic shall (i) ensure that the applicable Symbotic System meets the Final Acceptance Criteria set forth in the applicable Project SOW, using commercially reasonable efforts to meet such criteria no later than the date specified in the applicable Project SOW and (ii) provide Customer written notice (the "Final Acceptance Notice") at such time that Symbotic determines that a Symbotic System meets the Final Acceptance Criteria. Customer may either confirm or dispute the Final Acceptance Notice pursuant to the following sentence and Section 2.2(d) (*Acceptance Disputes*). If Customer disputes the Final Acceptance

Notice, Customer shall promptly notify Symbotic's Duly Authorized Representative, in writing, providing sufficient detail and reasonable evidence of the basis for such dispute within [***] of receipt of the Final Acceptance Notice. Final Acceptance for a Symbotic System shall be deemed to occur on the date that is the earlier of (A) the date Customer provides written notice confirming that a Symbotic System meets the Final Acceptance Criteria, (B) the [***] after Customer receives the Final Acceptance Notice, if Customer does not respond to the Final Acceptance Notice; *provided* that if Customer notifies Symbotic in writing prior to such [***] that it requires an extension to evaluate such Final Acceptance Notice, such deadline shall be deemed to be extended for [***] or such longer period as may be mutually agreed by the Parties in writing (it being understood and agreed such deadline may only be extended once) and (C) if disputed pursuant to Section 2.2(d) (*Acceptance Disputes*), such date that the arbitrator pursuant to Article XVI (*Dispute Resolution*) determines that the Final Acceptance Criteria was satisfied.

(d) Acceptance Disputes. In the event Customer disputes Symbotic's determination of Preliminary Acceptance or Final Acceptance by delivering a dispute notice within [***] of receipt of the Preliminary Acceptance Notice or Final Acceptance Notice (subject to the [***] or longer extension, as contemplated by Section 2.2(b) (*Preliminary Acceptance*) or Section 2.2(c) (*Final Acceptance*)), as set forth in Section 2.2(b) (*Preliminary Acceptance*) or Section 2.2(c) (*Final Acceptance*), as applicable, such matter shall be escalated to the Duly Authorized Representatives of each Party with a goal of resolving such dispute within [***] from the date any of the events contemplated above occur. In the event that the Duly Authorized Representatives cannot resolve the dispute within such time frame, the Parties shall engage in the dispute resolution process pursuant to Article XVI (*Dispute Resolution*).

## ARTICLE III

## SUPPLY TERMS

3.1 Equipment. All Equipment shall be supplied in all material respects pursuant to the description of Equipment specified in the Specifications set forth in the applicable Project SOW.

3.2 Freight; Delivery. Unless otherwise set forth in a Project SOW, freight terms for the Equipment shall be "Free on Board" origin ("F.O.B. Origin"). Symbotic shall utilize Customer's designated carriers, and, absent identification, use only suitable carriers that are qualified based on international industry standards to ship the Equipment, selecting the most cost-effective mode of transportation reasonably available. Symbotic shall also use its commercially reasonable efforts to provide for Third Party billing directly to Customer, if requested in writing by the Customer. In the event that expedited shipment of Equipment or materials is reasonably required or considered advisable by Symbotic (acting reasonably), Symbotic shall submit to Customer reasonable documentation supporting the requirement for expedited shipment and the increased costs for Customer approval. The Customer shall then have until 5:00pm New York time on the first Business Day following the date of Symbotic's submission of the request for Customer approval to either accept or deny the request; *provided* that the request shall be deemed accepted if the Customer fails to respond by such time. In the event that Customer denies the request, Symbotic shall not be responsible for any delays or other costs associated with such denial.

3.3 Title and Risk of Loss. Subject to the terms of this Agreement, unless otherwise set forth in a Project SOW, legal title and ownership of the Equipment (excluding any Software installed thereon, or Intellectual Property rights embodied therein) shall pass to Customer upon delivery of the Equipment to the freight carrier for shipment to the Site and shall be free and clear of any and all Liens (other than those related to payment terms with respect to such Equipment and those created by Customer in favor of Third Parties or that result from Customer's failure to pay any Covered Taxes for which it is responsible hereunder) F.O.B. Origin. Once delivered to the freight carrier, risk of loss for the Equipment shall pass to Customer. In the event that Customer requires that the risk of loss for the Equipment pass to Customer upon delivery of the Equipment to the Site, the Project SOW shall explicitly state such requirement, Symbotic shall procure all-risk freight insurance for such Equipment that is reasonably cost effective and Customer shall pay all costs associated with such insurance.

## ARTICLE IV

## LEGAL REQUIREMENTS; PERFORMANCE

4.1 Legal Requirements. Symbotic and Customer shall comply with all Legal Requirements relating to the Site. Except to the extent otherwise expressly stated in a Project SOW, (a) Customer shall be responsible, at its own cost and expense, for obtaining any consents required from any Third Party or making or delivering any filings or notices under any applicable Laws necessary for completion of the Work for each Project, (b) Customer shall be responsible, at its own cost and expense, for obtaining all Permits necessary for completion of the Work for each Project related to the operation of Customer's business generally, or providing access to, or having Work performed at a Site, and (c) Symbotic shall be responsible, at its own cost and expense, for obtaining all Permits (i) required to be obtained by Symbotic for the performance of the Work pursuant to a Project SOW; *provided*, that, for such Permits obtained by Symbotic, unless otherwise set forth in a Project SOW, Symbotic shall be fully reimbursed for all costs and expenses incurred by Symbotic in connection therewith, including the cost of the Permit itself, upon proper documentation in accordance with Section 9.2(a) (*Submission and Payment of Invoices*) or (ii) related to the operation of the Symbotic business generally. In the event a Party obtains a Third Party consent or a Permit that was otherwise allocated to the other Party, it shall be fully reimbursed by the other Party for its costs and expenses in obtaining such Permit (including the cost of the Permit itself) upon proper documentation in accordance with Section 9.2(a) (*Submission and Payment of Invoices*). For the avoidance of doubt, any out-of-pocket costs or expenses incurred by Symbotic in connection with obtaining a Permit (including the cost of the Permit itself) shall not be deemed to be Cost of Material and Labor. Unless otherwise specified in a Project SOW or Exhibit D (*Pricing*), any overhead costs or expenses incurred by Symbotic in connection with obtaining a Permit or Third Party consent shall be borne by Symbotic.

4.2 Classification of Symbotic System. Customer understands and agrees that the Implemented Symbotic System is and shall be considered industrial machinery (a machine) under the definition of the International Building Code, United States National and local building codes. If the Implemented Symbotic System is reclassified as anything other than industrial machinery (a machine) for any reason, the Parties shall negotiate (acting reasonably) with respect to and agree upon one or more Change Orders to adjust the schedule and purchase price for any adjustments necessary or appropriate to address such reclassification.

## ARTICLE V

## DUTIES AND RESPONSIBILITIES OF THE PARTIES

5.1 Responsibilities Matrix. The default allocation of responsibilities of the Parties for a Project under the Form of Project SOW is set forth in the matrix set forth in Exhibit H (the "Responsibilities Matrix"). The Parties may adjust the allocation of responsibilities by mutual agreement in a specific Project SOW.

5.2 Cooperation. Each Party shall respond as promptly as practicable to any reasonable request by the other to provide information, approvals, decisions or authorizations that are reasonably necessary for each Party to perform its obligations in accordance with a SOW.

5.3 Symbotic Duties and Responsibilities.

(a) Construction Means. Symbotic shall supervise and direct the Work such that all Work shall be performed efficiently and with the requisite expertise, skill and competence to satisfy the requirements of this Agreement in all material respects. Except for the Customer Responsibilities contemplated by this Agreement (as adjusted, if applicable, pursuant to the terms of this Agreement), including for the avoidance of doubt, those in the Responsibilities Matrix, Symbotic shall be solely responsible for and shall at all times exercise complete and exclusive control over the means, methods, sequences, procedures and techniques of construction for the Project and shall perform and discharge the responsibilities allocated to Symbotic in this Agreement and any relevant SOWs in a timely manner.

(b) Construction Safety. Symbotic shall take precautions for the safety of, and to provide protection to prevent damage, injury or loss to, (i) all individuals at the Project Site, whether working or visiting, (ii) the Work, including materials and Equipment incorporated into the Work, and (iii) all other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. Symbotic assumes responsibility for implementing and monitoring all reasonable safety precautions and programs related to the performance of the Work, so that all Work is completed in a safe manner and Symbotic shall use commercially reasonable efforts to cause all Work to be completed in a safe manner and shall ensure that such Work is conducted in all material respects in compliance with all Legal Requirements relating to safety. Symbotic shall be responsible for the preparation, implementation and enforcement of a jobsite safety program relating to the Project. Notwithstanding the foregoing or anything to the contrary herein, Customer shall be responsible for all Customer Responsibilities contemplated by this Agreement, including for the avoidance of doubt, those in the Responsibilities Matrix, and for any actions taken by Customer and/or any Customer Representatives.

(c) Cutting and Patching. Except for the Customer Responsibilities contemplated by this Agreement (as adjusted, if applicable, pursuant to the terms of this Agreement), including for the avoidance of doubt, those in the Responsibilities Matrix, Symbotic shall be responsible for cutting, fitting and patching required to complete the Work in a good and workmanlike manner and to make its parts fit together properly in accordance with the requirements of the Equipment and this Agreement.

(d) Testing and Inspections. Symbotic shall cause to be completed at Symbotic's cost and expense all independent tests, inspections and/or approvals of the Work required by Legal Requirements, other than independent tests, inspections and/or approvals that are Customer Responsibilities or related to Permits or other Legal Requirements that are designated as Customer's responsibilities in Section 4.1 (*Legal Requirements*).

5.4 Duties and Responsibilities of Customer.

(a) Site Specific Responsibilities. Following the site inspection and in preparation of the Project SOW for a Site, Symbotic and Customer shall review the list of responsibilities for Customer at the Site and confirm whether any modifications to the Responsibilities Matrix are required for the Project SOW for such Site.

(b) Performance. Customer shall perform the Customer Site Responsibilities by the date on which installation and implementation of a Symbotic System commences at a Site pursuant to a Project SOW.

(c) Access to Site. Customer shall provide Symbotic with timely access to the appropriate Personnel of Customer and shall arrange for the Personnel of Symbotic to have suitable and safe access to Customer's properties, facilities and systems, in each case to the extent reasonably necessary or advisable for Symbotic's performance of the Work in compliance with the terms and conditions of this Agreement. Customer shall also provide suitable physical space and associated resources for the Personnel of Symbotic working on-site, including all mechanical, computing, office support resources and heating, venting and air-conditioning, in each case solely to the extent reasonably necessary or advisable for Symbotic's performance of the Work in compliance with the terms and conditions of this Agreement.

(d) Delay and Extensions of Time. If Symbotic is delayed at any time in the commencement or progress of any Work due to: (i) a failure by Customer to perform any Customer Responsibilities; (ii) any Change Order; or (iii) any circumstances which arise due to circumstances beyond Symbotic's reasonable control, including failure of Customer to obtain any requisite Permits or take actions under Legal Requirements as required by Section 4.1 (*Legal Requirements*), then each of (1) the time for performance, (2) the Initial Term or the Extension Term, as the case may be, and (3) the Expected Timeline in Exhibit B (*Expected Timeline*), shall be extended for a reasonable amount of time as mutually agreed by the Parties (and in the case of clause (ii) of this Section 5.4(d) (*Delay and Extensions of Time*), for the agreed adjustment time, if such time is set forth the applicable Change Order, and in the case of a Force Majeure Event affecting Symbotic, for the duration of such Force Majeure Event). Any Disputes in accordance with this Section 5.4 (*Duties and Responsibilities of Customer*) shall be resolved pursuant to Article XVI (*Dispute Resolution*).

5.5 Compliance with Policies and Procedures.

(a) Compliance with Customer Policies and Procedures. Whenever present on Customer's premises, Symbotic shall use commercially reasonable efforts to comply and shall cause its Personnel and Subcontractors to use their respective commercially reasonable efforts to comply with all on-site written policies and procedures and all reasonable instructions of Customer as communicated to Symbotic by Customer in writing and with reasonable advance notice, to the extent they apply to such Personnel's or Subcontractor's work.

(b) Minimize Interference with Customer's Business. Symbotic shall use commercially reasonable efforts to cause all operations and activities for performance of the Work to be confined to areas on the Site reasonably necessary to perform the Work in a good and workmanlike manner and in all cases shall cause such operations and activities to be confined to, in all material respects, areas permitted by Legal Requirements. Symbotic shall at all times avoid creating dust, fumes, vibration or noise in excess of that reasonably necessary to perform the Work in a good and workmanlike manner. If Customer is operating a store, warehouse, fulfillment center, distribution center or other business facility at and/or adjacent to the Site, Symbotic agrees to reasonably cooperate with Customer to coordinate the Work with the operations of existing business facilities at and/or adjacent to the Site to minimize any disruptions to and/or interference with the business operations at and/or adjacent to the Project Site, in each case, to the extent that doing so would be reasonably practicable and does not unreasonably interfere with the progress of and/or schedule for the Work.

(c) Compliance with Symbotic Policies and Procedures. Whenever present on Symbotic premises, Customer shall use commercially reasonable efforts to comply and shall cause its Personnel and subcontractors to comply with all Symbotic on-site written policies and procedures and all reasonable instructions issued by Symbotic as communicated to Customer by Symbotic, in writing and with reasonable advance notice, to the extent they apply to such Personnel's or subcontractor's work.

## ARTICLE VI

## EXCUSE OF PERFORMANCE

6.1 Excuse of Customer Performance. Customer's delay, failure or breach in performance of its responsibilities under this Agreement shall be excused if and to the extent such non-performance is caused directly and proximately by: (a) Symbotic's failure to perform any of its obligations under this Agreement; (b) Symbotic's or a Third Party vendor of Symbotic's failure to provide necessary information, assistance, required consents or resources pursuant to the terms of this Agreement; or (c) breach of Symbotic's representations and warranties set forth in Section 13.1 (*Symbotic Representations and Warranties*); *provided, however*, that if such delay, failure, or breach is a result of the Customer not providing the reasonably necessary assistance, required consents or resources pursuant to the terms of this Agreement, then such delay, failure, or breach shall not be excused.

6.2 Excuse of Symbotic Performance. Symbotic's delay, failure or breach in performance of its responsibilities under this Agreement shall be excused if and to the extent such non-performance is caused directly and proximately by: (a) Customer's failure to perform any of its obligations under this Agreement; or (b) breach of Customer's representations and warranties set forth in Section 13.3 (*Customer Representations and Warranties*) (the foregoing clauses (a) or (b), an "Excused Delay"); *provided, however*, that if such delay, failure or breach is a result of the Symbotic not providing the reasonably necessary information, assistance, required consents or resources, then such delay, failure, or breach shall not be an Excused Delay. Customer shall

reimburse Symbotic to the extent Symbotic incurs any reasonable incremental costs and/or expenses as a result of such Excused Delay; *provided, however,* that if such costs and/or expenses have been agreed to in a Change Order, then the terms of such Change Order shall govern. For the avoidance of doubt, Symbotic shall not be obligated to incur any incremental costs or expenses to respond to an Excused Delay if Customer has not authorized such costs and/or expenses.

## ARTICLE VII

## INTELLECTUAL PROPERTY RIGHTS

7.1 Intellectual Property Ownership.

(a) Subject to Section 7.2 (*No Other Jointly-Developed or Customer-Owned Work Product*), Customer acknowledges and agrees that (i) all right, title and Intellectual Property interest in and to all Intellectual Property owned by Symbotic or any of its Affiliates or their Representatives prior to the Effective Date, (ii) all Intellectual Property independently created or developed by Symbotic, its Affiliates or their Representatives without using Confidential Information of the Customer, (iii) the Symbotic System, including the Applicable Specifications, Symbotic System Software, System Data, Aggregate Data, Software Documentation, Deposit Materials, Work Product, the designs of the Symbotic System, the As-Built Drawings (subject to Section 7.1(e)), and any other deliverables that are created, developed, produced, reduced to practice or conceived of during the course of performing the Services (whether or not patentable or registerable under copyright or similar statutes), including joint and collective works and compilations and Feedback ("Deliverables"), and (iv) Derivative Works of any of the foregoing and all Intellectual Property rights related to any of the foregoing, whether existing during the Term or acquired or developed by Symbotic after the Term or otherwise acquired or developed directly or indirectly using, referencing or relying on any Confidential Information of Symbotic or any of its Affiliates or their Representatives or any Intellectual Property owned by Symbotic or any of its Affiliates or their Representatives, shall remain the property of or shall vest exclusively in Symbotic (clauses (i) through (iv), collectively, "Symbotic Property"). Customer further acknowledges and agrees that none of the Services or other Symbotic Property shall be considered "works for hire" under 17 U.S.C. § 101 or other similar statutes. Except for the rights and licenses expressly set forth in this Agreement, no other right is granted, no other use of Symbotic Property is permitted and all other rights in Symbotic Property are expressly reserved by Symbotic.

(b) To the extent Customer, any of its Affiliates or any of its or their respective Representatives or Customer-Authorized Third Parties obtain any right, title or interest in the Symbotic Property, by operation of applicable Law or otherwise, Customer hereby perpetually and irrevocably assigns, and, if applicable, shall cause its Affiliates and their respective Representatives and Customer-Authorized Third Parties to perpetually and irrevocably assign, to Symbotic, any and all Intellectual Property right, title, and interest in and to the Symbotic Property throughout the world, including all uses in all media now known or in the future developed in any jurisdiction and all lawful means and forms of exploitation now known or in the future developed in any jurisdiction, including any Intellectual Property rights therein and thereto. From time to time upon Symbotic's reasonable request, Customer shall confirm, and shall cause its Affiliates and its and their respective Representatives and Customer-Authorized Third Parties to confirm, such assignment by execution and delivery of such assignments, confirmations of assignment, or

other written instruments as Symbotic may request. Each Party shall, and shall cause its Affiliates to, at all times have in place written assignment or work for hire agreements, or an employment relationship, with their respective employees and subcontractors, Representatives or other Customer-Authorized Third Parties who are or may be involved with the creation of any Intellectual Property that provide such Party with all necessary rights to comply with the allocation of Intellectual Property ownership set forth in this Article VII (Intellectual Property Rights).

(c) Symbotic acknowledges and agrees that, as between the Parties, all right, title and Intellectual Property interest in and to Customer Data shall be the property of, or shall vest exclusively in, Customer. Customer hereby grants Symbotic a non-exclusive, non-transferable, non-assignable license for as long as Symbotic is providing Services hereunder or under the Software Support and Maintenance Agreement to use, reproduce, modify and display Customer Data (i) for the limited purpose of providing Services to Customer hereunder and under the Software Support and Maintenance Agreement, including providing dashboards, creating and distributing insights to Customer, analysis and statistics for training purposes, and (ii) for Symbotic's internal business purpose of monitoring and improving the Services and Symbotic System and creating and using Aggregate Data.

(d) To the extent Symbotic obtains any right, title or interest in the Customer Data by operation of applicable Law or otherwise, Symbotic hereby perpetually and irrevocably assigns, and, if applicable, shall cause its Personnel to perpetually and irrevocably assign, to Customer, any and all Intellectual Property right, title, and interest in and to the Customer Data throughout the world, including all uses in all media now known or in the future developed in any jurisdiction and all lawful means and forms of exploitation now known or in the future developed in any jurisdiction, including any Intellectual Property rights therein and thereto. From time to time upon Customer's reasonable request, Symbotic shall confirm, and shall cause its applicable Personnel to confirm, such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Customer may request.

(e) All copies of drawings, specifications or other documents furnished by Symbotic to Customer for the Work, including "As Built Drawings" and schematics (collectively, the "Project Drawings") shall become the property of Customer; *provided, however,* that the information and tangible and intangible creative works embodied in the Project Drawings are not and shall not be considered "works for hire" under 17 U.S.C. § 101 or other similar statutes and Symbotic owns and shall retain all ownership rights and interests in and to all of the Intellectual Property and proprietary technical information contained therein. For illustration purposes only, Customer shall own the medium in which such output is delivered (e.g., the physical hardcopy) but Customer does not own the copyright or any other Intellectual Property in and to the design. Customer shall at all times reproduce and shall not remove any proprietary, confidential and copyright notices from any and all Project Drawings; *provided, however,* that nothing herein shall be construed to limit the ability of Customer to use, copy and distribute the Project Drawings to the extent licensed pursuant to Section 7.3(b) (*Symbotic Property License*).

7.2 No Other Jointly-Developed or Customer-Owned Work Product. The Parties agree that this Agreement does not contemplate any joint development or joint ownership of any work product, Deliverables, or Intellectual Property. If Customer and Symbotic desire to create, develop or deliver work product, Deliverables, or Intellectual Property that are either to be

jointly owned by the Parties or solely owned by Customer, Customer and Symbotic shall do so pursuant to a separate written agreement. Such agreement shall include express terms specifying (a) the scope of work product, Deliverables or Intellectual Property, as applicable, that is subject to such Agreement, (b) the terms and conditions of such arrangement and the ownership of the work product, Deliverables, or Intellectual Property thereunder, and (c) the Parties' respective rights and obligations with respect to the exploitation, licensing, duty to account, prosecution, maintenance, confidentiality, enforcement, and cooperation of and with respect to such work product, Deliverables, and Intellectual Property.

7.3 Licenses.

(a) Software License. Subject to the terms and conditions set forth in this Section 7.3(a) (*Software License*), this Agreement and an applicable Software License and Subscription SOW, Symbotic hereby grants Customer a non-exclusive, non-assignable, non-transferable, subscription license, payable on an annual basis, with rights to sublicense solely as set forth in Section 1.9(c), to (i) use the Symbotic System Software solely as necessary for Customer to appropriately and properly operate or to have appropriately and properly operated the Symbotic System in the Licensed Field as already installed at a Project Site by Symbotic and (ii) use, copy, and reproduce the Software Documentation as necessary to support Customer's appropriate and proper use of the Symbotic System Software and the Symbotic System in the Licensed Field as already installed at a Project Site by Symbotic (collectively, the "Software License"). Symbotic shall be entitled to revoke the foregoing license by written notice to Customer in the event Customer materially breaches this Agreement, including failure to comply with its payment obligation set forth in Section 7.3(c) (*Software License Fee*), subject to the cure periods set forth in Section 15.5 (*Termination by Symbotic for Customer Material Breach*). For clarity, any material breach of the provisions set forth in this Article VII (*Intellectual Property Rights*) by Customer shall be deemed a material breach for purposes of Section 15.5 (*Termination by Symbotic for Customer Material Breach*).

(b) Symbotic Property License. To the extent not covered by the Software License set forth in Section 7.3(a) (*Software License*), Symbotic hereby grants Customer a perpetual, non-exclusive, non-assignable and non-transferable license, with rights to sublicense solely as set forth in Section 1.9(c), to all Symbotic Property (other than the Symbotic System Software) and all Intellectual Property rights therein to use such Symbotic Property solely as necessary for Customer to appropriately and properly operate or to have appropriately and properly operated the Symbotic System in the Licensed Field as already installed at a Project Site by Symbotic (the foregoing, the "Symbotic Property License"). Symbotic shall be entitled to revoke the foregoing license by written notice to Customer in the event Customer materially breaches this Agreement, including failure to pay any undisputed Charges due for such Symbotic System through Preliminary Acceptance, subject to the cure periods set forth in Section 15.5 (*Termination by Symbotic for Customer Material Breach*).

(c) Software License Fee. Customer shall pay the applicable Software License Fee for each Symbotic System on an annual basis pursuant to the fee schedule and for the term set forth in the Software License and Subscription SOW.

(d) License. The Symbotic System Software and the Software Documentation are licensed to Customer, not sold to Customer, and nothing in this Agreement shall permit or provide for, or shall be interpreted or construed as a sale or purchase of the Symbotic System Software or the Software Documentation.

(e) Limitations and Restrictions.

(i) The Software License and Symbotic Property License are specific to each Project and no copy of the Symbotic System Software or Symbotic Property installed on Equipment at a specific Project Site shall be used or copied at any other Site.

(ii) Customer shall not, and shall not permit any of its Affiliates, any of its or their respective Representatives or Customer-Authorized Third Parties, or any other Third Party to, use or access the Symbotic System Software, Symbotic Property or the Software Documentation in whole or in part for any purpose, except as expressly provided under this Agreement. Except to the extent expressly permitted by Section 7.4 (*Escrow Deposit*) or otherwise agreed between Symbotic and Customer in writing, the Software License and Symbotic Property License do not permit, and expressly prohibit, and Customer shall not engage in or permit, and shall cause its Affiliates and their respective Representative and Customer-Authorized Third Parties not to engage in or permit: (A) any modification, enhancement, combination with other programs, or otherwise changing the Symbotic System Software, Symbotic Property or the Software Documentation, in whole or in part; (B) any distribution, in whole or in part, of the Symbotic System Software, Symbotic Property and the Software Documentation; (C) the development or manufacturing of any software, equipment, or product directly or indirectly using, referencing or relying on any Symbotic System Software, Symbotic Property or the Software Documentation or any component of the Symbotic System Software, Symbotic Property or the Software Documentation; (D) reverse engineering, decompiling, decoding, creation of Derivative Works of, or disassembling the Symbotic System Software or Symbotic Property, or attempt any of the foregoing or, in any other way attempting to derive, obtain, reconstruct or gain access to the Source Code; (E) except as set forth expressly in Section 7.3(a) (*Software License*) above, the copying, in whole or in part, of the Symbotic System Software, Symbotic Property and the Software Documentation or any component thereof other than a reasonable number of copies of the Object Code of the Symbotic System Software, Symbotic Property and the Software Documentation for *bona fide* back-up purposes consistent with operating procedures standard for similarly situated entities in Customer's industry; *provided* that all original proprietary marks and legends are reproduced in the copy; (F) removal or obscuring of any proprietary notices, legends, labels, or logos; (G) encumbering the Symbotic System Software, Symbotic Property or the Software Documentation, in whole or in part, or permitting any Symbotic System Software, Symbotic Property or Software Documentation to become subject to any Lien; or (H) allowing or assisting any Person in taking or attempting any of the foregoing actions. Unless expressly permitted by this Agreement, to the extent any deployment changes or other modification to the Symbotic System Software or Symbotic Property made by Customer, any of its Affiliates or any of its or their respective Representatives or Customer-Authorized Third Parties results in any Defect in the Symbotic System Software or Symbotic Property that otherwise would be covered by any warranty extended by Symbotic, then, without limiting any rights of Symbotic with respect to such unauthorized actions, such warranty shall not apply to such resulting Defect.

(iii) Except as expressly set forth in this Agreement or otherwise agreed between the Parties in writing, Customer may not, and shall cause its Affiliates and its and their respective Representatives and Customer-Authorized Third Parties not to: (A) sublicense, sell, rent, lease, lend, transfer, transmit, or otherwise distribute the Symbotic System Software, Symbotic Property or the Software Documentation or any component thereof available to Third Parties; or (B) develop or manufacture or allow any Person to develop or manufacture, products or services similar or competing with the Symbotic System directly or indirectly using, referencing or relying on the Symbotic System Software, Symbotic Property or the Software Documentation. Notwithstanding the foregoing provision of this Section 7.3(e)(iii), Customer may sublicense the Symbotic System Software, Symbotic Property and Software Documentation to any Customer-Authorized Third Party solely in connection with the appropriate and proper operation of the Symbotic Systems in the Licensed Field for the benefit of Customer.

(iv) Delivery. Symbotic shall install the Symbotic System Software and Symbotic Property as set forth in the applicable Project SOW.

(f) Authorized Users. The Symbotic System Software, Software Documentation and their contents embody and constitute confidential trade secrets that are the sole property of Symbotic. As such they shall be treated as Confidential Information pursuant to Article XII (*Confidentiality and Access to Customer* Systems) below, and Customer shall not, and shall cause its Affiliates and its and their respective Representatives and Customer-Authorized Third Parties not to disclose any such Confidential Information to any Person who is not permitted to access a particular instance of Symbotic System Software pursuant to a Project SOW (such permission not to be unreasonably withheld, conditioned or delayed).

7.4 Escrow Deposit.

(a) Escrow Deposits; Contact Information. As promptly as practicable following the Effective Date, the Parties shall enter into an escrow agreement (the "Source Code Escrow Agreement") with a nationally recognized Source Code Escrow Agent selected by Symbotic (the "Source Code Escrow Agent"). Customer shall be responsible for all costs and fees related to its deposit account with the Source Code Escrow Agreement. Contemporaneously with the execution and delivery of the Source Code Escrow Agreement, Symbotic shall deposit with such Source Code Escrow Agent a copy of the following materials:

(i) the most current version then in use of the Source Code; and

(ii) the related Deliverables and all other Software Documentation, materials and information in its possession or reasonable control required by an average computer programmer with no prior knowledge about the Symbotic System Software to operate, support and maintain the Symbotic System Software without Symbotic's assistance and to enable Customer to exercise its rights in and to such

technology and materials, which may include source code, source code comments, use cases, scripts, design models, activity diagrams, systems configuration, architectures, designs, interfaces and development, deployment and production requirements, such as compilers, interpreters, frameworks, libraries and databases, along with corresponding annotated source code listings, flow charts, decision tables, schematics, drawings, specifications, and other related documents and data (including standard operating procedures) ((i) and (ii) collectively, and subject to Section 7.4(b) (*Delivery of Deposit Materials*), the "Deposit Materials").

(b) Delivery of Deposit Materials. After the initial escrow deposit pursuant to Section 7.4(a) (*Escrow Deposits; Contact Information*), Symbotic shall update the Deposit Materials no less frequently than every three months. Symbotic shall provide Customer with substantially contemporaneous written notice of each such update.

(c) Inspection and Verification. Customer shall have the right to retain the Source Code Escrow Agent or a Third Party, at the sole cost and expense of Customer, to inspect the Deposit Materials and verify that the Deposit Materials meet the requirements of Section 7.4(a) (*Escrow Deposits; Contact Information*); *provided* that any such Third Party reviewer shall be required to enter into a confidentiality agreement, if requested by Symbotic, to protect the confidentiality and proprietary nature of the contents of the Deposit Materials. Each Party shall have the right to have representatives present for any inspection conducted pursuant to this Section 7.4(c) (*Inspection and Verification*), and Symbotic shall promptly remedy any failure of compliance determined by any such inspection.

(d) Escrow Duration. The Source Code Escrow Agreement shall remain in effect until the earlier of (i) a Release Event has occurred for which a Release Expiration is not applicable, (ii) the obligation of Symbotic to provide support services to Customer has been terminated or (iii) Customer has terminated or elected not to receive support services from Symbotic.

(e) Release Event. On the occurrence of any Release Event, subject to the terms of Section 7.4(h) (*Return of Deposit Materials*), and provided that Customer is not in material breach of this Agreement, including failure to comply with its payment obligation set forth in Section 7.3(c) (*Software License Fee*), and the Source Code Escrow Agreement remains in effect pursuant to Section 7.4(d) (*Escrow Duration*), Customer shall be entitled to exercise its rights under the Source Code Escrow Agreement pursuant to the terms of the Source Code Escrow Agreement. For the purposes of this Agreement and the Source Code Escrow Agreement, a "Release Event" shall be deemed to have occurred when:

(i) Symbotic notifies the Source Code Escrow Agent in writing to effect such release;

(ii) Symbotic undergoes an Insolvency Event other than an Insolvency Event constituting the commencement of a bankruptcy proceeding under the Bankruptcy Code;

(iii) Symbotic undergoes an Insolvency Event constituting the commencement of a bankruptcy proceeding under the Bankruptcy Code and:

(1) the proceeding is filed under Chapter 7 of the Bankruptcy Code;

(2) the proceeding is filed under Chapter 11 of the Bankruptcy Code (it being understood that in such event, Customer shall not permit, and shall cause its Affiliates and its and their respective Representatives and Customer-Authorized Third Parties not to permit, any Customer Personnel to access the Deposit Material unless and until the earlier of (A) Symbotic is unable or has refused to provide support services and (B) 180 days have elapsed since Symbotic filed its bankruptcy petition and Symbotic has not assumed the Software Support and Maintenance Agreement (as specified in Exhibit G (*Software Support and Maintenance Agreement*))); or

(3) the proceeding is filed under Chapter 11 of the Bankruptcy Code and (A) this Agreement or the Software Support and Maintenance Agreement is rejected pursuant to Section 365(n) of the Bankruptcy Code or is rejected or repudiated by a foreign representative in a foreign bankruptcy proceeding that is subject to Chapter 15 of the Bankruptcy Code, and (B) Customer elects to retain its rights under this Agreement pursuant to Section 365(n)(1)(B) of the Bankruptcy Code; or

(iv) Symbotic ceases its ongoing business operations as it relates to the Symbotic Systems or providing support and maintenance services for the Symbotic System Software.

The procedure for releasing the Deposit Materials to Customer upon the occurrence of a Release Event shall be specified in the Source Code Escrow Agreement. For purposes of this Section 7.4 (*Escrow Deposit*), references to Symbotic shall include any successor of Symbotic, and any Third Party performing on Symbotic's or a successor of Symbotic's behalf.

(f) Escrow License. Subject to and conditioned upon Customer's compliance with the terms and conditions of this Agreement, including, for the avoidance of doubt, Section 7.3(e) (*Limitations and Restrictions*) and Customer's continued payment of the applicable Software License Fee for all Symbotic Systems, commencing upon the occurrence of a Release Event, and continuing until the occurrence of a Release Expiration, if any, Customer shall have a limited, nonexclusive right and license to use, copy, display, modify, and create Derivative Works of the Deposit Materials and use the Symbotic Property, in each case, solely as is necessary to appropriately and properly operate, support and maintain the Symbotic System Software and continue the operation of existing Symbotic Systems in the Licensed Field, as installed at a Project Site by Symbotic (the "Escrow License"). For clarity, Customer may exercise its rights under the Escrow License through Customer-Authorized Third Parties.

(g) Rights in the Deposit Materials. Customer acknowledges and agrees that it shall not exercise any of the rights set forth in Section 7.4(f) (*Escrow License*) until there has been a Release Event and the Deposit Materials have been released to Customer by the Source Code Escrow Agent in accordance with the release procedures set forth in the Source Code Escrow Agreement. For purposes of clarification, notwithstanding the foregoing or any other provision of this Agreement to the contrary, Symbotic shall retain all ownership rights, title and interest in and to the Deposit Materials, Symbotic Property, and all Derivative Works thereof, including those created by or on behalf of Customer as permitted under this Section 7.4 (*Escrow Deposit*), including all Intellectual Property rights in any of the foregoing. To the extent Customer, any of its Affiliates or any of its or their respective Representatives or Customer-Authorized Third Parties obtain any right, title or interest in any such Intellectual Property rights, by operation of applicable Law or otherwise, Customer hereby perpetually and irrevocably assigns, and, if applicable, shall cause its Affiliates and its or their respective Representatives and Customer-Authorized Third Parties to perpetually and irrevocably assign, to Symbotic, any and all such Intellectual Property right, title, and interest. From time to time upon Symbotic's request, Customer shall confirm, and shall cause its Affiliates and their respective Representatives and Customer-Authorized Third Parties to confirm, such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Symbotic may request. Customer and/or shall make no other use of the Deposit Materials except as expressly permitted under Section 7.4(f) (*Escrow License*). Customer shall treat the Deposit Materials and all Derivative Works and copies of the foregoing as Symbotic's Confidential Information.

(h) Return of Deposit Materials. In the event that: (i) a Release Event has occurred pursuant to Section 7.4(e)(ii) or Section 7.4(e)(iii)(2) but, subsequent to such Release Event, Symbotic is no longer subject to the applicable Insolvency Event or (ii) a Release Event has occurred pursuant to Section 7.4(e)(iii)(2) and Symbotic has assumed this Agreement and the Software Support and Maintenance Agreement pursuant to Section 365 of the Bankruptcy Code (collectively, a "Release Expiration"), then, if such Release Expiration occurs within 90 days after the occurrence of such Release Event, Customer shall return all copies of the Deposit Materials to the Source Code Escrow Agent for redeposit consistent with Section 7.4(a) (*Escrow Deposits; Contact Information*). If such Release Expiration occurs later than 90 days after the occurrence of such Release Event, Customer shall have the option, but not the obligation, to return all copies of the Deposit Materials to the Source Code Escrow Agent for redeposit consistent with Section 7.4(a) (*Escrow Deposits; Contact Information*). In the event Customer elects to or has the obligation to return the Deposit Materials pursuant to this Section 7.4(h) (*Return of Deposit Materials*), (A) Symbotic shall provide support for the Source Code included in such Deposit Materials subject to the terms of this Agreement and Exhibit G (*Software Support and Maintenance Agreement*) as if such Source Code were the Symbotic System Software hereunder, provided Customer continues to comply with its payment obligation set forth in Section 7.3(c) (*Software License Fee*), (B) Customer shall destroy all copies of such Deposit Materials that are not redeposited with the Source Code Escrow Agent and, if requested by Symbotic, certify such destruction in writing by a Duly Authorized Representative of Customer, and (C) the rights of Customer on account of the existence of a Release Event shall cease.

7.5 Bankruptcy. The Parties hereby agree that the Source Code Escrow Agreement is an "agreement supplementary" to this Agreement within the meaning of 11 U.S.C. 365(n) of the Bankruptcy Code. Symbotic acknowledges that Customer, as a licensee of "intellectual property" as defined in the Bankruptcy Code, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that in the event that any bankruptcy proceedings are commenced by or against Symbotic under the Bankruptcy Code, Customer shall be entitled to retain and enforce its rights under the Source Code Escrow Agreement.

## ARTICLE VIII

## SUPERINTENDENCE AND EMPLOYEES

8.1 Symbotic Personnel. Symbotic shall be solely responsible for the employment supervision, welfare, and compensation of its Personnel, and shall be responsible for any Work performed by, and the acts or omissions of, its Personnel or its Subcontractors. Symbotic shall dedicate Personnel reasonably expected to be sufficient to perform its obligations under this Agreement and all SOWs and shall ensure that such Personnel are appropriately qualified and trained to perform the Work and Services contemplated under this Agreement and all SOWs and shall reasonably cooperate with Customer and other Persons employed at a Project Site. Symbotic shall use commercially reasonable efforts to provide competent supervisory personnel at each Project Site to oversee the performance of such Work and Services. Symbotic may not reassign or replace any personnel designated as key personnel in an applicable SOW without Customer's written consent.

8.2 Customer Personnel and Customer-Authorized Third Parties(a) . Customer shall be solely responsible for the employment supervision, welfare, and compensation of its Personnel, as well as any Customer-Authorized Third Parties, and shall be responsible for the acts and omissions of its Personnel and any Customer-Authorized Third Parties. The use of a Customer-Authorized Third Party shall not relieve Customer of any of its duties, responsibilities, obligations or liabilities hereunder.

8.3 Removal of Symbotic Personnel. If Customer reasonably determines that any Symbotic Personnel are materially and adversely affecting a Project, including by violating in any respect any Laws or any Customer policies that Symbotic has been made aware of pursuant to Section 5.5(a) (*Compliance with Customer Policies and Procedures*), or otherwise do not meet the qualification and training standards set forth in Section 8.1 (*Symbotic Personnel*), then Customer shall provide a notice to Symbotic detailing Symbotic Personnel's specific violation of any Law or any Customer policies, along with reasonable evidence within five Business Days of such Symbotic Personnel's purported violation. Symbotic shall at its own cost and expense, as soon as practicable, remove such individual from the Project and replace the individual with another individual of suitable ability and qualification; *provided* that Symbotic may dispute the content of such notice within five Business Days of the receipt thereof and, if such Symbotic Personnel is determined to not have violated any Law or any Customer policies or has fulfilled the qualification and training standards set forth in Section 8.1 (*Symbotic Personnel*), as applicable, Symbotic shall (a) not be required to remove such Symbotic Personnel and (b) be reimbursed for any costs or expenses in connection with disputing such notice.

8.4 Subcontractors.

(a) Subject to the other terms and conditions of this Section 8.4 (*Subcontractors*) and except as otherwise set forth in a Project SOW, Symbotic may subcontract and delegate, in Symbotic's reasonable judgment, any activities in its reasonable discretion, to perform and complete the Work or perform any other Services. The use of a Subcontractor shall not relieve Symbotic of any of its duties, responsibilities, obligations or liabilities hereunder and Symbotic shall be liable to Customer under this Agreement for any breach of this Agreement caused by the acts or omissions of any Subcontractor.

(b) Symbotic shall engage only Subcontractors who, to Symbotic's knowledge, are properly insured, duly licensed and legally authorized to perform their portion of the Work, and who possess the requisite skill and experience to perform the Work in compliance with this Agreement. Within 90 days of engaging a Subcontractor, Symbotic shall furnish in writing to Customer the names of Persons who shall be Subcontractors for any portion of the Work on Site.

8.5 Relationship of Personnel. The Parties agree that Symbotic is an independent company providing professional services and not an employee, agent or partner of Customer by reason of this Agreement, and this Agreement shall not be construed to create a contractual relationship of any kind between any Persons other than Customer and Symbotic. In no event shall a Party, or any of its Personnel, be considered an employee, subcontractor or agent of the other Party based solely on the fact that such Party or Personnel provides services under this Agreement to such other Party or as a result of a course of dealing or otherwise. For the avoidance of doubt, based solely on the fact that such Party or Personnel provides services under this Agreement to such other Party: (a) neither Symbotic nor any of its Personnel are entitled to any medical or dental coverage or life or disability insurance from Customer, or entitled to participate in Customer's profit sharing, pension or thrift plan, or any other benefits afforded to Customer's employees and all matters governing the employment of Symbotic Personnel shall be Symbotic's full responsibility; and (b) neither Customer nor any of its Personnel are entitled to any medical or dental coverage or life or disability insurance from Symbotic, or entitled to participate in Symbotic's profit sharing, pension or thrift plan, or any other benefits afforded to Symbotic's employees and all matters governing the employment of Customer's Personnel shall be Customer's full responsibility. Customer reserves the right to obtain services of a similar or identical nature from any other Person.

## ARTICLE IX

## FEES; PAYMENTS

9.1 Charges. Subject to Section 9.3 (*Payment Disputes*), Customer shall pay Symbotic all fees, payments, costs, reimbursements, expenses and other payments in connection with this Agreement (collectively, "Charges") as set forth in Exhibit D (*Pricing*), and as otherwise contemplated by this Agreement, including, for the avoidance of doubt any Charges set forth in a Software License and Subscription SOW for the Symbotic System for that Project.

9.2 Invoicing.

(a) Submission and Payment of Invoices. With respect to any payments to be made by Customer and are required to be submitted pursuant to an invoice, Symbotic shall submit invoices to Customer in accordance with the process set forth in Exhibit D (*Pricing*) and Customer shall pay each invoice in accordance with the payment terms set forth in Exhibit D (*Pricing*).

(b) Customer's Default. Subject to Section 9.3 (*Payment Disputes*), if Customer fails to pay any portion of the Charges, when due and payable, then in addition to any other rights Symbotic may have under this Agreement, in such event and after giving 15 days' written notice to Customer, Symbotic may cease further deliveries of Equipment, Software and Deliverables for pending Project SOWs and further installation of such Equipment, Software and Deliverables, and any resulting delay caused thereby shall be deemed an Excused Delay. Symbotic shall incur no liability of any kind whatsoever to Customer if it ceases to perform installation work or to deliver further Equipment, Software or Deliverables pursuant to the terms of this Section 9.2(b) (*Customer's Default*).

9.3 Payment Disputes. In the event of a good faith Dispute over any Charges, Customer shall pay the full invoice, less the disputed amount, and submit to Symbotic's Duly Authorized Representative a writing identifying the disputed amounts and in sufficient detail, the basis for disputing such amounts. Each Party's Duly Authorized Representative shall meet promptly with the other Party's Duly Authorized Representative to resolve such Dispute. If such Duly Authorized Representatives cannot resolve the Dispute within 30 days, then either Party may submit the Dispute to the Dispute resolution process described in Article XVI (*Dispute Resolution*).

9.4 Adjustments for Inflation. All adjustments for inflation are set forth in Appendix 1 (*Adjustments for Inflation and Deflation*) to Exhibit D (*Pricing*).

9.5 Taxes.

(a) Responsibility for Taxes. Customer shall be responsible for all duties, import fees, sales, transaction, consumption, use, property, excise, goods, services, value-added, gross receipts or similar taxes in any and all jurisdictions in which Symbotic currently operates or shall operate in the future (but excluding, for the avoidance of doubt, any taxes imposed on the income of Symbotic by any Governmental Authority) arising from Work or Services provided in accordance with this Agreement (all such duties, fees and taxes, and any interest, penalties or additions imposed on or with respect thereof, the "Covered Taxes").

(b) Collection of Covered Taxes. Customer shall timely pay to Symbotic in accordance with Section 9.5(d) (*Control of Tax Proceedings*), the full amount of such Covered Taxes and Symbotic shall remit amounts so received from Customer to the applicable Governmental Authority on a timely basis. Customer and Symbotic shall use commercially reasonable efforts to timely determine (i) what portions of Equipment, Deliverables or Services provided by Symbotic under a Project SOW are subject to Covered Taxes and at what rate, (ii) the status of Customer, Symbotic and any other relevant Person as it relates to the imposition of Covered Taxes and (iii) any other matter related to the imposition or determination of the amount of Covered Taxes. Symbotic shall prepare and furnish Customer with invoices showing separately itemized charges and amounts of Covered Taxes due. To the extent an invoice contains both taxable and non-taxable items of the same category, the Charges shall be separately stated. Customer shall pay Symbotic the amount of such Covered Taxes set forth on Symbotic's invoice within 30 days from the delivery of the Symbotic's invoice. Symbotic shall pay the remitted tax

to the appropriate Governmental Authority in a timely fashion. Symbotic agrees to use commercially reasonable efforts to cooperate with reasonable written requests by Customer, at the full cost and expense of Customer, in obtaining any refund, return, rebate, or the like of any Covered Taxes, including by filing any necessary exemption or other similar forms, certificates, or other similar documents.

(c) Exemption Certificates and Direct Pay Permits. Each of Customer and Symbotic agrees to use commercially reasonable efforts to obtain any applicable exemptions from and/or reductions in Covered Taxes. In addition, at any time or for any Project, Customer may present a direct pay permit stating in sufficient detail that it is directly responsible for remitting Covered Taxes that would normally be billed by Symbotic to the applicable Governmental Authority (a "Direct Pay Permit") or a properly completed exemption certificate that states that no Covered Taxes are due on all or some of the Work or Services (an "Exemption Certificate"). Symbotic shall stop billing for, collecting and remitting the said Covered Tax covered by such Direct Pay Permit or Exemption Certificate within five Business Days following the receipt thereof. To the extent legally permitted and subject to the terms and conditions of this Agreement, Symbotic shall return to Customer the amount of Covered Taxes subject to such Direct Pay Permit or Exemption Certificate paid to Symbotic by Customer that have not been remitted by Symbotic to a Governmental Authority. Symbotic and Customer agree to use commercially reasonable efforts to cooperate in the defense of any tax position related to such Covered Taxes in a Tax Proceeding.

(d) Control of Tax Proceedings. Subject to the terms and conditions of this Section 9.5(d) (*Control of Tax Proceedings*), Customer shall have the right but no obligation to assume, at its own cost and expense, the control of any tax audit or administrative procedure (the "Tax Proceedings") involving Symbotic (or any Affiliate thereof) and relating solely to Covered Taxes against which Customer is responsible to indemnify Symbotic (or any Affiliate thereof) under this Agreement; *provided* that (i) Customer provides a written notice (the "Customer Tax Proceedings Notice") to Symbotic within ten Business Days from the time Symbotic notifies Customer in writing about the Tax Proceedings, in which Customer Tax Proceedings Notice, Customer shall affirm its obligation to indemnity and hold Symbotic harmless from and against any Loss pursuant relating to such Covered Taxes pursuant to Section 14.2 (*Customer Indemnity Obligations*), (ii) Customer shall conduct such Tax Proceedings in a diligent manner, (iii) Symbotic shall have the right to join any such Tax Proceedings with a Representative of its choice, and at its own cost and expense (including by joining meetings with any Governmental Authority and by commenting on any submission to any applicable Governmental Authority), (iv) Customer shall keep Symbotic timely and fully updated as to any substantive or material development relating to such Tax Proceedings and shall allow Symbotic to participate in such Tax Proceedings (including by joining meetings with any Governmental Authority and by commenting on any submission to any applicable Governmental Authority), (v) in controlling such Tax Proceeding, Customer may not take any action that would require or otherwise involve Symbotic (or any of its Affiliates) in any court appeal, and (vi) Customer shall not settle, surrender or otherwise resolve or dismiss any such Tax Proceedings without the prior written approval of Symbotic (which consent shall not be unreasonably withheld, conditioned or delayed). If Customer does not provide or is not permitted to provide a Customer Tax Proceedings Notice in accordance with the provisions of this Agreement, Symbotic shall have the right to control such Tax Proceedings and the provisions of clauses (ii) through (vi) of the prior sentence of this

Section 9.5(d) (*Control of Tax Proceedings*) shall apply *mutatis mutandis*. Each of Symbotic and Customer shall use commercially reasonable efforts to bifurcate any proceeding related to Covered Taxes against which Customer is responsible to indemnify Symbotic (or any Affiliate thereof) under this Agreement in such a manner that such Tax Proceeding relates solely to such Covered Taxes.

(e) Record Retention.

(i) Symbotic shall retain records related to the collection and payment of all Covered Taxes in accordance with this Section 9.5(e) (*Record Retention*).

(ii) Customer shall retain records in accordance with this Section 9.5(e) (*Record Retention*) related to the collection and payment of all Covered Taxes that are the subject of a Direct Pay Permit or Exemption Certificate delivered by Customer to Symbotic pursuant to Section 9.5(c) (*Exemption Certificates and Direct Pay Permits*) above.

(iii) Each of Symbotic and Customer shall retain such records for a period of seven years following the filing of a tax return with respect to such Covered Taxes (the "Retention Period"); *provided* that, to the extent that any Tax Proceeding is taken by Governmental Authority or by any of the Parties with respect to such Covered Taxes and such Tax Proceeding is still outstanding at the time the Retention Period is scheduled to expire, the Retention Period with respect to the applicable Covered Taxes shall be extended to cover any agreements relating to the retention of the relevant records or otherwise as may be required to administer such Tax Proceeding. Each of Symbotic and Customer shall give the other Party, upon reasonable written request, the right to reasonably review such records during regular business hours; *provided, however* that neither Symbotic nor Customer shall be required to share any records (i) that are protected by privilege or (ii) the sharing of which shall cause an unreasonable interference with the operations of the Party providing such records.

(f) Withholding. Customer shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any payments or other transfers made to any Person pursuant to this Agreement such amounts as may be required to be deducted or withheld from such payment under any relevant tax Laws. If any such Person so withholds (or causes to be withheld) any such amounts, and such amounts are paid over to the relevant Governmental Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. In the event Customer intends to withhold or deduct or cause to be deducted or withheld any amount pursuant to this Section 9.5(f) (*Withholding*), Customer shall promptly notify Symbotic of such intention and shall use commercially reasonable efforts to provide such notice at least seven Business Days prior to the date of the applicable payment. Each Party agrees to, and shall cause its Affiliates to, cooperate and use commercially reasonable efforts to reduce or eliminate any withholding taxes (including, but not limited to, providing relevant Tax forms or other information reasonably necessary to reduce or eliminate such taxes).

## ARTICLE X

## INSURANCE REQUIREMENTS

10.1 Symbotic Insurance Requirements. Symbotic shall obtain, pay for, and maintain in full force and effect during the Term and for a period of two years thereafter, insurance with limits, coverages, terms, and conditions at least as broad as specified in this Section 10.1 (*Symbotic Insurance Requirements*) at its own cost and expense. Symbotic may choose to self-insure any risk contemplated in this Agreement so long as evidence of self-insurance is reasonably satisfactory to Customer. Self-insurance, retentions or deductibles shall not pose any additional liability to Customer and Symbotic shall not seek reimbursement of the same. Symbotic acknowledges and agrees that neither the insurance coverage types and amounts set forth herein nor the terms and conditions of its insurance policies shall in any way limit, restrict, or modify its liability hereunder:

(a) Workers' Compensation and Employers' Liability Insurance. Workers' compensation and employers' liability insurance with limits to conform with [***], with a limit of [***] per person subject to an aggregate limit of [***] per annum, or such greater amounts as may be required by the jurisdiction in which Services are provided under a specific SOW;

(b) Commercial General Liability Insurance. Commercial general liability insurance with limits not less than each occurrence [***] and [***] in aggregate per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, broad-form property damage, and products and completed operations coverage. These limits can be reached in combination with an umbrella insurance policy. The general aggregate limit shall apply separately to this Agreement or the general aggregate shall be twice the required per occurrence limits;

(c) Automobile Liability Insurance. Automobile liability insurance with limits not less than [***] combined single limit per accident, for bodily injury and property damage. The policy shall provide coverage for owned, hired, and non-owned coverage; and

(d) Technology and Data Protection/Cyber Protection/Cyber Insurance. Technology and data protection/cyber insurance in the amount not less than [***] covering technology/professional errors and omissions and security and privacy liability of Symbotic, Symbotic's Personnel, Symbotic's Affiliates, Subcontractors or Sub-Subcontractors, or any Persons for whose acts they may be liable in connection with the Agreement, as well as the reasonable, direct costs, expenses, fees, penalties and damages Customer may be obligated to pay to any Third Party associated with a covered security breach or loss of information.

(e) Certificate of Insurance. Symbotic shall provide to Customer policy extracts and policy form numbers to clarify an insurance certificate or as otherwise needed in the course of Customer's business activities. Symbotic shall use commercially reasonable efforts to cause the foregoing policies to name Customer as an additional insured. Symbotic shall furnish Customer with a certificate of insurance evidencing the insurance required hereunder.

(f) Other Insurance Requirements. All insurance required to be procured and maintained by Symbotic hereunder shall be written on an occurrence basis, except as noted, by an admitted insurance company (or companies) licensed to write insurance in the jurisdiction(s) where operations are located and conducted of good financial standing and having an A.M. Best rating of A- or better. Such insurance shall include coverage for any and all liability assumed by Symbotic hereunder and shall act as and respond to any loss covered on a primary and non-contributory basis. Claims made policies can be utilized in place of occurrence based but the claims made policy must show evidence of appropriate retroactive dates to sufficiently cover inception of services contemplated by this Agreement. Claims made policies must be kept in full force and effect for two years following the completion of all Services and Deliverables. Symbotic shall ensure that any Third Party consultants, Subcontractors or Sub-Subcontractors are adequately insured in the types of insurance for the duties they shall be performing on Symbotic's behalf for the benefit of Customer.

10.2 Customer Insurance Requirements. Customer shall obtain, pay for, and maintain in full force and effect during the Term and for a period of two years thereafter, insurance with limits, coverages, terms, and conditions at least as broad as in this Section 10.2 (*Customer Insurance Requirements*) at its own cost. Customer may choose to self-insure any risk contemplated in this Agreement so long as evidence of self-insurance is reasonably satisfactory to Symbotic. Self-insurance, retentions or deductibles shall not pose any additional liability to Symbotic and Customer shall not seek reimbursement of the same. Customer acknowledges and agrees that neither the insurance coverage types and amounts set forth herein nor the terms and conditions of Customer's insurance policies shall in any way limit, restrict, or modify its liability hereunder:

(a) Workers' Compensation and Employers' Liability Insurance. Workers' compensation and employers' liability insurance with limits to conform with [***], with a limit of [***] per person subject to an aggregate limit of [***] per annum, or such greater amounts as may be required by the jurisdiction in which Services are provided under a specific SOW;

(b) Commercial General Liability Insurance. Commercial general liability insurance with limits not less than [***] each occurrence and [***] in aggregate per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, broad-form property damage, and products and completed operations coverage. These limits can be reached in combination with an umbrella insurance policy. The general aggregate limit shall apply separately to this Agreement or the general aggregate shall be twice the required per occurrence limits;

(c) Automobile Liability Insurance. Automobile liability insurance with limits not less than [***] combined single limit per accident, for bodily injury and property damage. The policy shall provide coverage for owned, hired, and non-owned coverage; and

(d) Technology and Data Protection/Cyber Protection/Cyber Insurance. Technology and data protection/cyber insurance in the amount not less than [***] covering technology/professional errors and omissions and security and privacy liability of Customer, Customer Personnel, Customer's Affiliates, Subcontractors or Sub-Subcontractors, or anyone for whose acts they may be liable in connection with the Agreement, as well as the reasonable, direct costs, expenses, fees, penalties and damages Symbotic may be obligated to pay to any Third Party associated with a covered security breach or loss of information.

(e) Builders Risk Insurance.

(i) For each Project, Customer shall maintain a builder's risk policy for the full value of services, installation and equipment contemplated in the Specifications including, but not limited to, all equipment, bots, robotics, racking, lifts and Cells associated with the project installation once located at or on the Project site.

(ii) The required coverage shall be at least as broad as those provided on an ISO Special Form (CP 10 30 10 00) or its equivalent and also shall include coverage for the following: resulting loss or damage to work that is not faulty; testing; collapse; unscheduled location coverage for temporary or offsite storage of the Equipment; earthquake; windstorm; named storm; ordinance or law, including demolition cost and increased cost of construction; Terrorism Risk Insurance Act (TRIA); equipment breakdown; and coverage for damage to personal property of others for which the insured may be liable. The builder's risk policy shall include transportation and stored materials coverage in an amount equal to the value of the stored materials.

(iii) The required coverage shall not include delay in completion and soft costs coverage.

(iv) The required coverage shall not be on a "reporting form" basis.

(v) The required coverage shall not contain a coinsurance requirement.

(vi) In the event of an insured loss, Customer shall pay Symbotic from the proceeds of such insurance for any remaining payments owed to Symbotic for the Project less any cost reductions Symbotic is able to achieve using reasonable efforts to mitigate such costs. Symbotic shall be named as additional insureds as its interest may appear.

(vii) As long as Symbotic has remaining interest in the Project, all loss settlement checks shall include Symbotic as a payee.

(viii) It is understood that Symbotic may, at Symbotic's sole cost and expense, maintain or procure its own policy of property insurance applicable to the Work constructed at the Site and/or applicable to owned or rented machinery, tools, or equipment, if Symbotic desires other or additional insurance to protect its interests.

(ix) It is understood and agreed that if Customer does not obtain and/or maintain such a policy, Customer shall nonetheless be responsible to Symbotic for and bear the risk of loss relating to any loss that would have been covered by a standard and customary builder's risk policy, including without limitation, being required to pay Symbotic amounts it otherwise would have received in the event of loss if such a policy had been obtained and/or maintained;

(f) Certificate of Insurance. Annually, Customer shall provide to Symbotic policy extracts and policy form numbers to clarify an insurance certificate or as otherwise needed in the course of Symbotic's business activities. Customer shall use commercially reasonable efforts to cause the foregoing policies to name Symbotic as an additional insured. Upon the request of Symbotic, Customer shall furnish Symbotic with a certificate of insurance evidencing the insurance required hereunder; and

(g) Other Insurance Requirements. All insurance required to be procured and maintained by Customer hereunder shall be written on an occurrence basis, except as noted, by an admitted insurance company (or companies) licensed to write insurance in the jurisdiction(s) where operations are located and conducted, of good financial standing and having an A.M. Best rating of A- or better. Such insurance shall include coverage for any and all liability assumed by Customer hereunder and shall act as and respond to any loss covered on a primary and non-contributory basis. Claims made policies can be utilized in place of occurrence based but the claims made policy must show evidence of appropriate retroactive dates to sufficiently cover inception of services contemplated by this Agreement. Claims made policies must be kept in full force and effect for two years following the completion of the Services and Deliverables.

10.3 Payment and Performance Bonds. Symbotic shall not furnish bonds covering faithful performance of this Agreement and payment of obligations of Symbotic arising under this Agreement.

## ARTICLE XI

## CUSTOMER FINANCING; OTHER OPPORTUNITIES

11.1 LAAS Opportunity. Subject to other provisions of this Section 11.1 (*LAAS Opportunity*), Section 11.3 (*Termination of LAAS and Financing Opportunities*) and Section 11.4 (*Sales Support*), during the Initial Term and, if applicable, the Extension Term, if any new, prospective or existing customer of Symbotic or its Affiliates requests that Symbotic provide the use of Symbotic's proprietary automated material handling system(s) on a "logistics as a service" or "warehouse as a service" basis (or a basis that is substantially the same), or if Symbotic or its Affiliates seek to, directly or indirectly, anywhere in the world, sell or license to, offer to sell or license to, or start installation, implementation or integration of Symbotic's proprietary automated material handling system(s) on a "logistics as a service" or "warehouse as a service" basis to any new, prospective or existing customer, other than through Customer (a "LAAS Opportunity"), then Symbotic and its Affiliates shall offer, pursuant to procedures established by the Duly Authorized Representative of Customer and the Duly Authorized Representative of Symbotic, each acting reasonably, from time to time following the execution and delivery of this Agreement ("LAAS Procedures") (it being understood and agreed that the Parties shall reasonably cooperate following the date hereof to establish LAAS Procedures), such LAAS Opportunity to Customer on an exclusive basis; *provided* that nothing in the foregoing provisions of this Section 11.1 (*LAAS Opportunity*) shall prohibit or limit Symbotic and its Affiliates in any way from (1) offering to sell Symbotic's proprietary automated material handling system(s) on a capital expenditure basis to

such customer or other basis that is not a LAAS Opportunity, or (2) taking any other actions, including entering into any agreement with a Third Party, regarding such LAAS Opportunity only if (i) Customer rejects the LAAS Opportunity, (ii) Customer fails to respond regarding the LAAS Opportunity within 15 days of being notified by Symbotic or its Affiliates, orally or in writing, about such LAAS Opportunity, (iii) Customer, Symbotic and such Third Party fail to agree to binding price terms with respect to such LAAS Opportunity within [***] of being notified by or on behalf of Symbotic or any one of its Affiliates, orally on in writing, about such LAAS Opportunity (*provided that*, if Customer is actively negotiating such binding price terms as of the expiration of such [***], such period shall automatically extend for an additional [***] (such time period, as applicable, the "GreenBox LAAS Opportunity Exclusive Period")), or (iv) Customer fails, in any material respects, to satisfy its obligations under the LAAS Procedures; *provided further* that, with respect to clauses (ii), (iii) and (iv) above, if Symbotic fails to enter into a definitive agreement with respect to such LAAS Opportunity within [***] days after the expiration of Customer's initial exclusivity period set forth above, Symbotic shall re-offer such LAAS Opportunity to Customer on an exclusive basis in accordance with the terms set forth in this Section 11.1 (*LAAS Opportunity*). Notwithstanding anything to the contrary set forth in the foregoing provisions of this Section 11.1 (*LAAS Opportunity*), Customer (x) acknowledges and agrees that Symbotic shall not be or be deemed in breach of its obligations under this Section 11.1 (*LAAS Opportunity*), unless Symbotic or, at its express direction, its Representatives, shall have actually pursued a LAAS Opportunity with a new, prospective or existing Customer of Symbotic or its Affiliates during the GreenBox LAAS Opportunity Exclusive Period (such actual actions, a "LAAS Opportunity Breach") and (y) irrevocably waives any right to initiate and/or pursue an Action arising out of Symbotic's breach of its exclusive basis obligations contemplated by the provisions of this Section 11.1 (*LAAS Opportunity*), other than a LAAS Opportunity Breach.

11.2 Financing Opportunity. Subject to the other provisions of this Section 11.2 (*Financing Opportunity*), Section 11.3 (*Termination of LAAS and Financing Opportunities*) and Section 11.4 (*Sales Support*), during the Initial Term and, if applicable, the Extension Term, Symbotic and its Affiliates shall offer, pursuant to procedures established by the Duly Authorized Representative of Customer and the Duly Authorized Representative of Symbotic, each acting reasonably, from time to time following the execution and delivery of this Agreement ("Financing Procedures") (it being understood and agreed that the Parties shall reasonably cooperate following the date hereof to establish Financing Procedures), to each new, prospective or existing customer of Symbotic that is seeking to install, implement or license Symbotic's proprietary automated material handling system(s), the opportunity to obtain financing of the capital payment or any portion thereof for such system(s) through Customer ("Financing Opportunity") on an exclusive basis; *provided*, nothing in the foregoing provisions of this Section 11.2 (*Financing Opportunity*) shall prohibit or limit Symbotic or its Affiliates in any way from taking any actions, including entering into any agreement, regarding the sale, lease or license of system(s) (on any terms) to such new, prospective or existing customer only if (i) Customer rejects the Financing Opportunity or such customer of Symbotic rejects the Financing Opportunity, (ii) Customer fails to respond regarding the Financing Opportunity within 15 days of being notified by Symbotic or its Affiliates, orally or in writing, about such Financing Opportunity, (iii) Customer fails to enter into a definitive Agreement with respect to a Financing Opportunity within [***] of being notified by Symbotic or its Affiliates, orally or in writing, about such Financing Opportunity (*provided that*, if Customer is actively negotiating such definitive Agreement as of the expiration of such [***], such period shall automatically extend for an additional [***] (such time period, as applicable, the "GreenBox

Financing Opportunity Exclusive Period")) or (iv) Customer fails, in any material respects, to satisfy its obligations under the Financing Procedures; *provided further* that, with respect to clauses (ii), (iii) and (iv) above, if Symbotic or a Third Party fails to enter into a definitive agreement with respect to such Financing Opportunity with such customer within [***] after the expiration of Customer's initial exclusivity period set forth above, Symbotic shall re-offer such Financing Opportunity to Customer on an exclusive basis in accordance with the terms set forth in this Section 11.2. If Customer accepts the Financing Opportunity and a definitive agreement with respect to such Financing Opportunity is entered into by Customer and the applicable new, prospective or existing customer of Symbotic (the amount to be financed by Customer pursuant to such definitive agreement, the "Financing Commitment"), Symbotic shall credit the amount of any Financing Commitment that is actually paid by Customer to such Third Party or to Symbotic on behalf of such Third Party for Symbotic System(s) installed, implemented or licensed by such Third Party against the Purchase Commitment set forth in Section 1.3 (*Commitment*). Notwithstanding anything to the contrary set forth in the foregoing provisions of this Section 11.2 (*Financing Opportunity*), Customer (x) acknowledges and agrees that Symbotic shall not be or be deemed in breach of its obligations under this Section 11.2 (*Financing Opportunity*), unless Symbotic or, at its express direction, its Representatives or a Third Party, shall have actually pursued a Financing Opportunity with a new, prospective or existing Customer of Symbotic or its Affiliates during the GreenBox Financing Opportunity Exclusive Period (such actual actions, a "Financing Opportunity Breach") and (y) irrevocably waives any right to initiate and/or pursue an Action arising out of Symbotic's breach of its exclusive basis obligations contemplated by the provisions of this Section 11.2 (*Financing Opportunity*), other than a Financing Opportunity Breach. The Parties acknowledge and agree, nothing in Section 11.1 (*LAAS Opportunity*) or this Section 11.2 (*Financing Opportunity*) shall limit in any way (A) Symbotic's obligations under any agreements with its current or prospective customers as set forth on Schedule 11.2(A), which may be updated from time to time as mutually agreed between the Parties, (B) Symbotic's ability to negotiate to sell, offer, sell or license Symbotic's proprietary automated material handling system(s) to any of its customers contemplated by clause (A) of this Section 11.2 (*Financing Opportunity*), and Symbotic's prospective customers set forth on Schedule 11.2(B), which schedule (and any revisions thereto) shall be mutually agreed between the Parties, or (C) any actions of C&S or any of its Subsidiaries.

11.3 Termination of LAAS and Financing Opportunities. Symbotic's and its Affiliates' obligations pursuant to Section 11.1 (*LAAS Opportunity*) and Section 11.2 (*Financing Opportunity*) shall terminate if the SB Member Defaults under the LLC Agreement and does not cure such Default within the applicable Cure Period set forth in the LLC Agreement, where the terms "SB Member," "Default," and "Cure Period" are as defined in the LLC Agreement.

11.4 Sales Support. Without limiting Section 11.1 (*LAAS Opportunity*) or Section 11.2 (*Financing Opportunity*), Symbotic shall market, promote and co-promote with Customer, Customer's offerings to Symbotic's current and prospective customers, in accordance with the procedures that Symbotic and Customer shall mutually agree in writing. Symbotic shall ensure that its sales and marketing Personnel are incentivized to sell Symbotic's proprietary automated material handling system(s) on a "logistics as a service" or "warehouse as a service" basis, to substantially the same extent as it is incentivized to sell such systems on a capital expenditure basis. The Parties shall, as promptly as practicable, reasonably agree on the procedures contemplated in this Section 11.4 (*Sales Support*), the LAAS Procedures contemplated in

Section 11.1 (*LAAS Opportunity*) and the Financing Procedures contemplated in Section 11.2 (*Financing Opportunity*), which procedures shall include the provision to Customer of (a) sufficient information from Symbotic for Customer to the extent reasonably necessary to assess and prepare an alternative price quotation for the LAAS Opportunity or Financing Opportunity, as the case may be and (b) subject to the terms of Article XII (*Confidentiality and Access to Customer Systems*) and Article XVII (*Records/Audits*), access to relevant Records regarding total sales of Symbotic's proprietary automated material handling system(s) to the extent reasonably necessary to confirm Symbotic's compliance with the terms set forth herein.

11.5 Exclusivity Entity . Notwithstanding anything to the contrary in this Agreement, Customer shall not, directly or indirectly, anywhere in the world, sell or license, offer to sell or license, or otherwise offer automated material handling services using, any Systems installed or integrated for Customer pursuant to this Agreement to Exclusivity Entity (as defined in the Walmart MAA) or any Dedicated Provider (as defined in the Walmart MAA) thereof during the Exclusivity Period (as defined in the Walmart MAA).

## ARTICLE XII

## CONFIDENTIALITY AND ACCESS TO CUSTOMER SYSTEMS

12.1 Treatment of Confidential Information Generally. Each Party that receives Confidential Information (the "Receiving Party") of the other Party (the "Disclosing Party") shall maintain as confidential and shall not disclose or allow the disclosure of except to those of its and its Affiliates' employees, contractors, subcontractors, consultants, attorneys, accountants and other advisors (and in the case of Customer as the Receiving Party, to SB Group or any of its Affiliates, unless any such Affiliate is a Symbotic Competitor or Portfolio Company (as such terms are defined in the LLC Agreement) that, as of the time of disclosure, competes with the core business of Symbotic or its Affiliates), which contractors, subcontractors and consultants do not, as of the time of disclosure, compete with Symbotic or Customer in their respective businesses (collectively, "Representatives") who (i) need to know such information in connection with this Agreement, and (ii) have been informed of the confidentiality obligations hereunder; *provided, however*, that such Representatives shall not copy, or use for purposes other than the performance of this Agreement, any Disclosing Party's Confidential Information. As the Receiving Party, each Party agrees to protect the Disclosing Party's Confidential Information with the same degree of care a prudent Person would exercise to protect its own confidential information of similar nature and to prevent the loss or unauthorized or inadvertent use, disclosure, or publication thereof. The Receiving Party shall notify the Disclosing Party in writing of any loss or unauthorized or inadvertent use or disclosure of or access to the Disclosing Party's Confidential Information promptly following the Receiving Party's discovery of such loss, use, disclosure or access and shall promptly take measures to minimize the effect of such loss, use, disclosure or access and to prevent its recurrence. Subject to Section 7.1 (*Intellectual Property Ownership*), as between Symbotic and Customer, Customer Confidential Information shall at all times belong solely and exclusively to Customer and Symbotic Confidential Information shall at all times belong solely and exclusively to Symbotic.

12.2 Exceptions. For the purposes of this Agreement, Confidential Information of a Disclosing Party shall not include any information that is:

(a) publicly known at the time of the disclosure by the Disclosing Party or subsequent to such disclosure becomes publicly known through no wrongful act or omission of the Receiving Party hereunder;

(b) lawfully known by or in the possession of the Receiving Party prior to its receipt from the Disclosing Party without obligations of confidentiality;

(c) subsequently disclosed to the Receiving Party on a non-confidential basis by a Third Party not, to the Receiving Party's knowledge, having a confidential relationship with the Disclosing Party and which Third Party rightfully, to the Receiving Party's knowledge, acquired such information; or

(d) independently developed by the Receiving Party without the use of any of the Disclosing Party's Confidential Information, as demonstrated by the Receiving Party's written records kept in the ordinary course of its business.

12.3 Permitted Use. Each Party agrees and acknowledges that the sole purpose in disclosing Confidential Information hereunder or allowing access to such Confidential Information is to aid the Parties in performing their respective obligations hereunder. Each Party agrees to use Confidential Information solely for the purposes of the applicable Project SOW and pursuant to the terms of this Agreement, subject to the other terms and conditions of this Article XII (*Confidentiality and Access to Customer Systems*).

12.4 Mandatory Disclosure. Nothing herein shall prevent the Receiving Party from disclosing any of the Disclosing Party's Confidential Information as necessary pursuant to the lawful requirement of any Governmental Authority, including as required or requested by the U.S. Securities and Exchange Commission or any stock exchange, or by any subpoena, summons, order or other judicial process; *provided*, *however*, that promptly following receipt of any order compelling such disclosure, or a reasonable determination that disclosure is required under this Section 12.4 (*Mandatory Disclosure*), the Receiving Party has notified, to the extent not prohibited by Law, the Disclosing Party in writing of such requirement to disclose and has cooperated with the Disclosing Party's, at the Disclosing Party's cost and expense, reasonable, lawful efforts to resist, limit or delay disclosure, including by requesting confidential treatment with respect to any public filing. Nothing herein shall prevent the Receiving Party from disclosing any of the Disclosing Party's Confidential Information if, and to the extent, such disclosure was specifically approved by the Disclosing Party, in writing, prior to such disclosure by the Receiving Party. Disclosure of any of the Disclosing Party's Confidential Information under the circumstances described in this Section 12.4 (*Mandatory Disclosure*) shall not be deemed to render such Confidential Information as non-confidential and the Receiving Party's obligations with respect to such Confidential Information shall not be changed or lessened by virtue of any such disclosure.

12.5 Return; Destruction of Information. Other than with respect to the Deposit Materials that were released (which shall be subject to Section 7.4(h) (*Return of Deposit Materials*)) and subject to Section 17.1 (*Records/Audits*), each Party shall, upon termination or expiration of this Agreement, return or destroy (by rendering unreadable and unusable) Confidential Information of the other Party. Notwithstanding the foregoing, neither Party may destroy any of the other Party's Confidential Information without such other Party's prior written consent. Upon

request, the destroying Party shall at such time provide the other Party with a certificate signed by an officer of the destroying Party certifying that all Confidential Information has been returned or destroyed. Each Party shall erase all of the other Party's Confidential Information from all forms of magnetic and electronic media in accordance with the requirements set forth herein. If any Confidential Information cannot be erased from all forms of magnetic and electronic media, the destroying Party shall use its commercially reasonable efforts to ensure that it cannot be recovered or accessed.

12.6 Disclosure to Representatives; Obligations. Each Party shall be liable to the other under this Agreement for any breach of this Article XII (*Confidentiality and Access to Customer Systems*) by such Party or its Representatives. With regard to any Representative of the Receiving Party (other than the Receiving Party's employees) which shall have access to the Disclosing Party's Confidential Information, the Receiving Party shall (a) maintain in effect a written agreement with such Representative containing obligations and restrictions that, with respect to the Disclosing Party's Confidential Information, are at least as stringent as those contained in this Article XII (*Confidentiality and Access to Customer Systems*); or (b) advise such Representative of the obligations and restrictions set forth in this Article XII (*Confidentiality and Access to Customer Systems*).

12.7 No Customer Personal Information. The Parties hereby acknowledge and agree that the Services contemplated hereunder do not require or involve and shall not require or involve the disclosure, exchange, access to, processing or use of Customer Personal Information regarding Customer or any of its customers. Customer hereby represents, warrants and covenants that Customer shall not provide, make available, transmit or otherwise disclose to Symbotic or to Symbotic Personnel any such Customer Personal Information in connection with the Services or otherwise. In the event that Symbotic becomes aware in the exercise of reasonable diligence of Symbotic's inadvertent possession of Customer Personal Information, Symbotic shall promptly notify Customer of the receipt of Customer Personal Information and shall cooperate with Customer to return the Customer Personal Information to Customer in accordance with Section 12.5 (*Return; Destruction of Information*) in a secure manner mutually agreed by the Parties.

12.8 Treatment of Security Information. Symbotic and its Personnel shall treat all Customer System access information and information concerning Customer's security systems as Customer Confidential Information in accordance with this Article XII (*Confidentiality and Access to Customer Systems*) of this Agreement.

## ARTICLE XIII

## REPRESENTATIONS AND WARRANTIES; WARRANTY; CORRECTION OF DEFECTS

13.1 Symbotic Representations and Warranties. Symbotic represents and warrants to Customer that:

(a) as of the date hereof, Symbotic is a limited liability company duly formed under the Laws of Delaware and is validly existing and in good standing under the Laws of Delaware, and is duly qualified and in good standing, where such concept is applicable, in each other jurisdiction where the failure to be so qualified and in good standing would have a material adverse effect on its business, activities, ability to perform its obligations under this Agreement or compliance with any of its promises, representations and warranties hereunder;

(b) as of the date hereof, Symbotic has all necessary corporate or similar power and authority to enter into this Agreement and throughout the Term to perform its obligations hereunder, and the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary limited liability company actions; and

(c) Symbotic's execution of this Agreement and, throughout the Term, the performance of its obligations hereunder shall not conflict or interfere with any Third Party agreements, to which Symbotic or any of its Affiliates is bound, in a manner that materially and adversely impact Customer.

(d) throughout the Term, Symbotic shall perform its obligations under this Agreement in all material respects in accordance with Laws and Legal Requirements to the extent applicable to the performance of its obligations hereunder (including those relating to the payment of wages, the withholding of sums for taxes and otherwise and employee work discrimination and eligibility laws); *provided* that the Work may not be compliant with all Occupational Safety and Health Administration ("OSHA") regulations to the extent Symbotic is either (i) directed by Customer to be so non-compliant or (ii) prevented from doing so as a direct result of an act or omission of Customer;

(e) throughout the Term, Symbotic shall cause the Work to be performed by Symbotic in a professional and workmanlike manner by qualified and trained Symbotic Personnel with relevant expertise; *provided* that if Customer believes that Symbotic is not in compliance with its obligation under this Section 13.1(e), then Customer must provide notice, in writing, to Symbotic within 30 days of such non-compliance, and Symbotic shall have 120 days from the date of such notice to use its commercially reasonable efforts to cure such non-compliance;

(f) throughout the Term, (i) Symbotic shall not, intentionally or knowingly, insert into the Symbotic System Software any virus, Trojan horse, worm, trapdoor, backdoor or malicious code the purpose of which is to disrupt, damage, or destroy the use or operation of any of the software, firmware, hardware, services, data, programs or computer or telecommunications facilities ("Malicious Code"); and (ii) with respect to the Symbotic System Software, Symbotic shall at all times use detection software for Malicious Code that is at a level consistent with generally accepted industry standards and practices and that is reasonably designed to prevent the introduction of Malicious Code into the Symbotic System Software or network;

(g) throughout the Term, Symbotic shall deliver the Equipment in good and undamaged condition in all material respects; and

(h) during the Warranty Period, the Equipment shall upon delivery be new and not used, remanufactured, reconditioned, or refurbished; *provided* that if Customer believes that Symbotic is not in compliance with its obligation under this Section 13.1(h), then Customer must provide notice, in writing, to Symbotic within 30 days of such non-compliance, and Symbotic shall have 120 days from the date of such notice to use its commercially reasonable efforts to cure such non-compliance.

13.2 System Warranty.

(a) Scope of Warranty and Warranty Period.

(i) For a period of one year following the achievement of Preliminary Acceptance for an Implemented Symbotic System (the "Warranty Period"), Symbotic shall provide a "bumper to bumper" parts warranty (the "Warranty") on all aspects of the Symbotic System (structure, lifts, mobile robots, inbound and outbound Cells, conveyor and network), excluding Consumables. The Warranty shall provide for the replacement of all parts to address any electro-mechanical issues arising from normal use of the Symbotic System, excluding Consumables, and excluding parts damaged due to negligence, misuse or other damage not caused by Symbotic.

(ii) The Warranty covers parts only. Labor associated with diagnosis of faults, repair or replacement of parts, or for any preventative or reactive maintenance is to be performed by the maintenance technicians supporting the Implemented Symbotic System. If additional Symbotic expertise or labor is required for the warranty repair or replacement: (i) if Symbotic is providing the operation and maintenance Services for the Implemented Symbotic System pursuant to a separate Operations and Maintenance SOW, Symbotic shall provide such labor at no additional charge; and (ii) if Symbotic is not providing such operation and maintenance Services, the provisions of Section 13.3(b) (*Customer Representations and Warranties*) below shall apply. If there is a Defect that arises from the Symbotic System Software, Symbotic shall address the Defect as provided in Section 2.3 of the Software Support and Maintenance Agreement and the applicable Software License and Subscription SOW for the Implemented Symbotic System.

(b) Maintenance. After the Warranty Period has expired, spare parts, including Consumables, may be purchased at the costs outlined in the Recommended Spare Parts List. After the Warranty Period has expired, the costs of travel and expense shall be billed to Customer and the costs to perform the repairs shall be based on Symbotic's then current hourly rate schedule.

(c) Pass-through Warranties. Symbotic shall, to the extent permitted by any applicable Third Party contract, pass-through to Customer any Third Party warranties for material or parts purchased from such Third Party.

13.3 Customer Representations and Warranties. Customer represents and warrants to Symbotic that:

(a) as of the date hereof, Customer is a limited liability company duly incorporated under the Laws of Delaware and is validly existing and in good standing under the Laws of Delaware, and is duly qualified and in good standing as a corporation in each other jurisdiction where the failure to be so qualified and in good standing would have an adverse effect on its business, activities, ability to perform its obligations under this Agreement or compliance with any of its promises, representations and warranties hereunder;

(b) as of the date hereof, Customer has all necessary corporate or similar power and authority to enter into this Agreement and throughout the Term to perform its obligations hereunder and thereunder, and the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary legal corporate actions;

(c) to Customer's knowledge, the Customer Site Information and any amendment or revision thereof is accurate and complete as of each date on which it is delivered to Symbotic; and

(d) Customer's execution of this Agreement and, throughout the Term, the performance of its obligations hereunder shall not conflict or interfere with any Third Party agreements, to which Customer or any of its Affiliates is bound, in a manner that materially and adversely impact Symbotic.

(e) throughout the Term, Customer shall perform its obligations under this Agreement in all material respects in accordance with Laws and Legal Requirements to the extent applicable to the performance of its obligations hereunder (including those relating to the payment of wages, the withholding of sums for taxes and otherwise and employee work discrimination and eligibility laws); and

(f) throughout the Term, (i) Customer shall not, intentionally or knowingly, insert into any Symbotic system or network any Malicious Code; and (ii) with respect to the Symbotic System Software, Customer shall at all times use detection software for Malicious Code that is at a level consistent with generally accepted industry standards and practices that is reasonably designed to prevent the introduction of any Malicious Code into any Symbotic System or network.

13.4 No Additional Representations or Warranties. EXCEPT AS SET FORTH IN SECTIONS 13.1 (*SYMBOTIC REPRESENTATIONS AND WARRANTIES*), 13.2 (*SYSTEM WARRANTY*) AND 13.3 (*CUSTOMER REPRESENTATIONS AND WARRANTIES*), THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY AND INCLUDING WITH RESPECT TO SYMBOTIC PROPERTY OR THE SERVICES AND/OR DELIVERABLES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER WHATSOEVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES OF MERCHANTABILITY, DESIGN, CONDITION, DURABILITY, PERFORMANCE, QUALITY, CAPACITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY EXCLUDED. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES NOT SPECIFICALLY INCLUDED IN THIS ARTICLE XIII (*REPRESENTATIONS AND*

*WARRANTIES; WARRANTY; CORRECTION OF DEFECTS*), INCLUDING ANY SALES PRESENTATIONS, DEMOS, REPLIES TO RFPS, MANAGEMENT PRESENTATIONS, OR OTHER COMMUNICATIONS (COLLECTIVELY, "SYMBOTIC INFORMATION"), AND SHALL NOT ASSERT, AND SHALL CAUSE ITS AFFILIATES AND CUSTOMER PERSONNEL NOT TO ASSERT, ANY CLAIM AGAINST SYMBOTIC WITH RESPECT TO THEIR RELIANCE ON ANY SYMBOTIC INFORMATION.

## ARTICLE XIV

## INDEMNIFICATION; LIMITATION OF LIABILITY

14.1 Symbotic Indemnification Obligations. Symbotic shall defend, indemnify and hold harmless Customer, its Affiliates, and its and their respective officers, directors, employees and agents (collectively, "Customer Indemnitees") from and against all Losses resulting from any claims made by a Third Party to the extent arising out of, without duplication, (a) the death, personal bodily injury, or property damage arising from a Defect in the design or installation of the Symbotic System except to the extent such Defect results from Symbotic following the written directions or request of Customer; (b) actions by employees or Subcontractors of Symbotic based on or arising out of their potential, current or past employment with or engagement by Symbotic, including any claim arising under workers' compensation or other applicable Law, and any claim based on a theory that a Customer Indemnitee is an employer or joint employer of any such employees; (c) the gross negligence, Willful Misconduct, or actual fraud of Symbotic Personnel; (d) a material breach of Symbotic's representations, warranties, or obligations of Symbotic under this Agreement (whether such material breach is a result of an act or omission of Symbotic or any Person acting on its behalf); (e) Symbotic's violations of Laws applicable to Symbotic in its performance of its obligations under this Agreement; (f) that the Work Product, Deliverables, Work, Symbotic System, or any other Symbotic Property provided under this Agreement infringes or misappropriates the Intellectual Property rights of a Third Party, except to the extent (1) such claims result from Customer's failure to use such Work Product, Deliverable, Work, Symbotic System, or other Symbotic Property in accordance with Specifications or Symbotic's conformance with specifications or materials provided by Customer to Symbotic and reasonably used by Symbotic or (2) such Losses are caused by Customer's gross negligence or Willful Misconduct; and (g) the failure by Symbotic to pay Covered Taxes timely collected from Customer to the applicable Governmental Authority.

14.2 Customer Indemnity Obligations. Customer shall defend, indemnify and hold harmless Symbotic, its Affiliates, and its and their respective officers, directors, employees and agents (collectively, "Symbotic Indemnitees"), from and against Losses resulting from any claims made by a Third Party to the extent arising out of, without duplication, (a) product liability claims related to merchandise sold or otherwise distributed by Customer, except to the extent Symbotic is required to indemnify Customer Indemnitees under Section 14.1 (*Symbotic Indemnification Obligations*); (b) actions by employees of Customer based on or arising out of their potential, current or past employment with Customer, including any claim arising under workers' compensation or other applicable Law, and any claim based on a theory that a Symbotic Indemnitee is an employer or joint employer of any such employees; (c) the gross negligence, Willful Misconduct, or actual fraud of Customer's Personnel; (d) a material breach by Customer of its representations, warranties, or obligations under this Agreement (whether such material

breach is a result of an act or omission of Customer or any Person acting on its behalf); (e) Customer's violations of Laws applicable to Customer in its performance of its obligations under this Agreement; (f) specifications and other materials given by Customer to Symbotic that infringe or misappropriate the Intellectual Property rights of a Third Party and are reasonably used by Symbotic except to the extent such Losses are caused by Symbotic's gross negligence or Willful Misconduct; (g) deployment changes or other modification to the Symbotic System Software or Symbotic Property made by Customer or Customer-Authorized Third Parties pursuant to Section 7.3(e)(ii) (*Limitations and Restrictions*); and (h) (1) the failure by Customer to timely pay to Symbotic all or any portion of the Covered Taxes, (2) any Covered Taxes that are the subject of a Direct Pay Permit or Exemption Certificate delivered by Customer to Symbotic pursuant to Section 9.5(c) (*Exemption Certificates and Direct Pay Permits*) and (3) a position regarding the taxability of property or services provided under this Agreement or a Project SOW taken by Symbotic upon the written request of Customer.

14.3 Indemnification Procedure.

(a) Subject to Section 14.3(b) (*Infringement Indemnification Procedures*), in the event of a claim by a Third Party for which a Customer Indemnitee or Symbotic Indemnitee (each, as applicable, an "Indemnitee") seeks indemnification hereunder ("Third-Party Claim"), the Indemnitee shall promptly notify the other Party (the "Indemnifying Party") in writing of any such Third-Party Claim and forward all related documents received with the Third-Party Claim to the Indemnifying Party. Any delay or failure of notice shall not relieve the Indemnifying Party of its obligations except to the extent it has been actually prejudiced thereby. The Indemnifying Party shall have sole control of the defense of any Third-Party Claim, other than any Third-Party Claim relating to or arising out of any Symbotic Property or that could, if adversely determined, reasonably be expected to be materially detrimental to Symbotic's reputation or goodwill, the defense of which such Third-Party Claim shall be solely controlled by Symbotic; *provided* that:

(i) The Indemnitees reserve the right to be represented by counsel and the Indemnitees and their counsel shall have the right to participate in the defense or settlement of any Third-Party Claim. Such representation shall be at the expense of the Indemnitees, except that the Indemnifying Party shall, at its own expense, assign separate counsel to itself and to the Indemnitees if: (A) the employment of separate counsel by Indemnitees has been previously authorized by the Indemnifying Party; (B) the Indemnitees have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnitees in the conduct of any defense; or (C) the Indemnifying Party does not continue to retain counsel to fulfill its indemnification obligations under this Section 14.3 (*Indemnification Procedure*); and

(ii) The Indemnifying Party shall not agree to any settlement of any Third-Party Claim if such settlement: (A) imposes restrictions or liability on any Indemnitee or requires an admission of wrongdoing; or (B) requires any action by any Indemnitee, including any payment, without the Indemnifying Party first obtaining such Indemnitee's written consent.

(b) Infringement Indemnification Procedures.

(i) In the event of any claim described in Section 14.1 (*Symbotic Indemnification Obligations*), Symbotic, at its expense and discretion, may take one or more of the following actions: (A) modify the infringing portion of the applicable Symbotic System, as the case may be, so that it is no longer infringing; (B) replace the infringing portion of the applicable Symbotic System with products functionally equivalent in all material respects; (C) obtain the right for Symbotic to continue to provide the applicable Symbotic System to Customer or the right for Customer to continue using the Symbotic System; or (D) if, after providing Customer the right to consult with Symbotic regarding possible modifications or replacements pursuant to options (A) and (B) and the right to participate in (but not control) any negotiations pursuant to option (C), Symbotic reasonably determines that none of the above options (A) through (C) can be implemented by Symbotic using its commercially reasonable efforts or can be obtained by Symbotic on commercially reasonable terms, terminate some or all of Customer's rights under this Agreement with respect to any Symbotic System. Notwithstanding any such replacement, modification, licensing or termination, Symbotic's obligations to defend and indemnify Customer Indemnitees subject to the terms of this Agreement shall not be changed.

(ii) Symbotic shall have no obligation to defend, indemnify and hold harmless any Customer Indemnitee with respect to any Loss to the extent caused by or to the extent increased by Symbotic Systems or components or parts thereof that are compliant with written specifications provided by any Customer Indemnitee in all material respects solely to the extent that compliance with the written specifications provided by such Customer Indemnitee caused such claim or Loss and such claim or Loss would not have arisen but for compliance with such written specifications.

(iii) Additionally, Symbotic shall have no obligation to indemnify any Customer Indemnitee under this Article XIV (*Indemnification*; *Limitation of Liability*) for any Loss to the extent caused by or to the extent increased by (A) any Customer Indemnitee's or anyone acting on its behalf's use of a Symbotic System or components or parts thereof other than in accordance with this Agreement and any documentation or use instructions of a Symbotic System or components or parts thereof; (B) any Customer Indemnitee's or anyone acting on its behalf's use of such Symbotic System in combination with non-Symbotic software or other components other than as specifically authorized by Symbotic; or (C) any Customer Indemnitee's or anyone acting on its behalf's use of materials, designs, methods, components, technology, software, hardware or services not provided or authorized by or at the direction of Symbotic or its Affiliates, in each case, to the extent the claim or Loss would have been avoided but for any Customer Indemnitee taking any of the actions described above.

14.4 No Consequential Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.6 (*EXCLUSION FROM LIABILITY CAP*), AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT AND AS A FUNDAMENTAL CONDITION HEREOF, EACH OF THE PARTIES AGREES THAT NEITHER SYMBOTIC NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSS, PUNITIVE DAMAGES, INCIDENTAL DAMAGES, 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, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14.5 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.6 (*EXCLUSION FROM LIABILITY CAP*), EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING UNDER EXHIBIT G (*SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT*), DURING THE TERM AND THE TERM OF THE SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT, AS APPLICABLE, SHALL NOT EXCEED [***] (THE "LIABILITY CAP").

14.6 Exclusion from Liability Cap. The limitations set forth in Section 14.5 (*Limitation of Liability*) shall not apply to the following categories of Losses, and such Losses shall not count towards the Liability Cap amount under this Article XIV (*Indemnification*; *Limitation of Liability*):

(a) a Party's or its Affiliates' actual fraud or Willful Misconduct;

(b) Customer's obligation to pay the Charges;

(c) claims for indemnification under Section 14.1(a), 14.1(f) and 14.1(g) (*Symbotic Indemnification Obligations*);

(d) claims for indemnification under Section 14.2(a), 14.2(f) and 14.2(g) (*Customer Indemnity Obligations*);

(e) a breach of any obligation under:

(i) Section 7.3(a) (*Software License*) or Section 7.3(b) (*Symbotic Property License*);

(ii) Section 7.3(e) (*Limitations and Restrictions*) or Section 7.3(f) (*Authorized Users*);

(iii) Section 7.4(f) (*Escrow License*) or Section 7.4(g) (*Rights in the Deposit Materials*);

(iv) Section 7.1 (*Intellectual Property Ownership*);

(v) Section 12.1 (*Treatment of Confidential Information Generally*), Section 12.4 (*Mandatory Disclosure*), Section 12.5 (*Return; Destruction of Information*), Section 12.6 (*Disclosure to Representatives; Obligations*);

(f) taxes for which a Party is responsible pursuant to Section 9.5 (*Taxes*); or

(g) the Termination Payment.

14.7 Treatment of Claims Under the Software Support and Maintenance Agreement. The provisions of Sections 14.3(b) (*Infringement Indemnification Procedures*) and 14.5 (*Limitation of Liability*) shall also apply to Losses arising out of or in connection with the Software Support and Maintenance Agreement as if such Losses arose out of or in connection with this Agreement, and all Losses paid out under the Software Support and Maintenance Agreement shall be deducted from the Liability Cap as if such Losses were paid out under this Agreement. In the event of termination of this Agreement for any reason or expiration of this Agreement, the Liability Cap shall be the amount that existed on the date of termination or expiration.

## ARTICLE XV

## TERM AND TERMINATION

15.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until July 23, 2027 unless earlier terminated as provided in this Agreement (the "Initial Term"); *provided* that, if at the end of the Initial Term, Project SOWs have not been executed with respect to Symbotic Systems with an aggregate purchase price of the Purchase Commitment, Customer may, upon written notice to Symbotic, cause the Initial Term to be extended until July 23, 2029 (the "Extension Term," and "Term" shall mean the Initial Term and any Extension Term). Notwithstanding anything contained herein to the contrary, if a Symbotic Succession Event occurs on or before July 23, 2029, then Customer shall have the option to, within 30 days from the Succession Date, reduce the remaining Purchase Commitment as of the Succession Date by 50% (*i.e.*, 50% of the difference between the total Purchase Commitment and the amount actually expended on Symbotic Systems by Customer as of the Succession Date) and modify the Rolling Project Schedule and the remaining portion of the Expected Timeline in Exhibit B (*Expected Timeline*) accordingly; *provided* that Customer shall provide Symbotic written notice of such election within the 30-day period (such reduced Purchase Commitment, the "Adjusted Purchase Commitment").

15.2 Extension Discussions. Provided that at the end of the Term, Customer is not committing a Customer Material Breach that it has failed to cure in accordance with Section 15.5 (*Termination by Symbotic for Customer Material Breach*), at least 180 days prior to the end of the Initial Term or Extension Term, as applicable, the Parties shall discuss in good faith an extension of the Term to increase the number of Symbotic Systems to be implemented pursuant to this Agreement.

15.3 Extension for Symbotic Delay. In the event (a) the Final Acceptance of any Symbotic System is later than the date (the "Grace Period End Date") that is 90 days after the date required for such Final Acceptance in the applicable Project SOW and (b) the delay in such Final Acceptance is exclusively due to the action or inaction of Symbotic or its Affiliates, Customer may extend the Initial Term or the Extension Term, as applicable, by the number of days that such date of Final Acceptance is after the Grace Period End Date; *provided* that Customer may only extend the Initial Term or Extension Term, as applicable, for up to 90 days for any individual Symbotic System and 18 months, in the aggregate pursuant to this Section 15.3 (*Extension for Symbotic Delay*).

15.4 Termination by Customer for Symbotic Material Breach. Customer may terminate (a) this Agreement upon a material breach of this Agreement by Symbotic that causes Customer material harm under this Agreement or (b) a SOW upon a material breach of such SOW by Symbotic that causes Customer material harm under such SOW ("Symbotic Material Breach"), in each case in the event that Symbotic has not cured such Symbotic Material Breach within 90 days of receipt of a notice from Customer describing in reasonable detail the Symbotic Material Breach ("Customer Material Breach Notice"); *provided* that no cure period shall be available if the Symbotic Material Breach is not capable of being cured. In the event a Project SOW is terminated for a Symbotic Material Breach, the applicable purchase price for such Symbotic System specified in such Project SOW shall be deducted from the Purchase Commitment. The Customer Material Breach Notice shall specify whether the breach is curable, and if curable, the date on which the applicable cure period for the Symbotic Material Breach must be cured. At any time after expiration of the cure period (or in the Customer Material Breach Notice, if such Symbotic Material Breach is not curable), Customer may, upon written notice to Symbotic, terminate this Agreement or the applicable specific SOW.

15.5 Termination by Symbotic for Customer Material Breach. Symbotic may terminate (a) this Agreement upon a material breach of this Agreement by Customer that causes Symbotic material harm under this Agreement or (b) a SOW upon a material breach of such SOW by Customer that causes Symbotic material harm under such SOW ("Customer Material Breach"), in each case in the event that Customer has not cured such Customer Material Breach within 90 days of receipt of a notice from Symbotic describing in reasonable detail the Customer Material Breach ("Symbotic Material Breach Notice"); *provided* that no cure period shall be available if the Customer Material Breach is not capable of being cured. The Symbotic Material Breach Notice shall specify whether the breach is curable, and if curable, the date on which the applicable cure period for the Customer Material Breach must be cured. At any time after expiration of the cure period (or in the Symbotic Material Breach Notice, if such Customer Material Breach is not curable), Symbotic may, upon written notice to Customer, terminate this Agreement or the applicable specific SOW(s).

15.6 Termination for Insolvency. Either Party may terminate this Agreement by written notice with immediate effect if the other Party undergoes an Insolvency Event.

15.7 Termination for Convenience. A SOW may, but is not required to, specify whether one or both Parties may terminate such SOW and, if so, the terms and conditions thereof.

15.8 Termination Due to Customer Dissolution. Symbotic may terminate this Agreement with 30 days' prior written notice if Customer is dissolved in accordance with the terms of the LLC Agreement.

15.9 Termination Payments. Without limiting Customer's right to extend the Initial Term pursuant to Section 15.1 (*Term*), if this Agreement is terminated (a) pursuant to Section 15.5 (*Termination by Symbotic for Customer Material Breach*), (b) Section 15.8 (*Termination Due to Customer Dissolution*) or (c) by Symbotic pursuant to Section 15.6 (*Termination for Insolvency*), or Customer otherwise fails to expend at least the Purchase Commitment (or the Adjusted Purchase Commitment, as applicable) to purchase the Symbotic Systems by the end of the Term, as applicable, then Customer shall promptly, and any event within

ten Business Days of the termination or end of the Initial Term or Extension Term, as applicable, pay to Symbotic an amount equal to (i) (x) the Margin Percentage at the time of such termination, *times* (y) the difference between the Purchase Commitment (or the Adjusted Purchase Commitment, as applicable) and the amount actually expended on Symbotic Systems by Customer at the time of such termination, *plus* (ii) (1) the Software License fee for one Symbotic System at the time of such termination *times* (2) the difference between the Purchase Commitment (or the Adjusted Purchase Commitment, as applicable) and the amount actually expended on Symbotic Systems by Customer at the time of such termination, *divided by* $75,000,000, rounded up to the nearest whole number ("Unordered Systems") (clause (i) and (ii), collectively, the "Unordered Systems Liquidated Damages"). The Parties intend that the Unordered Systems Liquidated Damages constitute compensation, and not a penalty. The Parties acknowledge and agree that Symbotic's harm caused by the Unordered Systems would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Unordered Systems Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from the Unordered Systems. Customer's payment of the Unordered System Liquidated Damages is Customer's sole liability and entire obligation with respect to such Unordered Systems and once paid shall be Symbotic's exclusive remedy for any Losses or other damages suffered for or in connection with the Unordered Systems, and Symbotic shall not bring, and shall cause its Affiliates not to bring, any Action against Customer or any of its Affiliates relating to or in connection with the Unordered Systems.

15.10 Obligations upon Termination. Upon termination of this Agreement or of an SOW as specified below and subject to the terms of this Agreement, unless otherwise agreed by the Parties in writing:

(a) if this Agreement is terminated by Symbotic pursuant to Section 15.5 (*Termination by Symbotic for Customer Material Breach*), Symbotic may cease to perform any Services hereunder or under any executed SOWs;

(b) if this Agreement is terminated for any reason other than by Symbotic pursuant to Section 15.5 (*Termination by Symbotic for Customer Material Breach*), Symbotic shall continue to perform under any executed SOWs and under the Software Support and Maintenance Agreement in accordance with their respective terms; *provided* that, for the avoidance of doubt, the Purchase Commitment and any obligation of any Party to enter into any additional SOWs hereunder shall immediate cease;

(c) in the event of any termination, Customer shall remain obligated to make payment for any accrued and unpaid amount owed to Symbotic pursuant to the terms of this Agreement or any SOW, and no rights already accrued of Symbotic hereunder shall be affected; and

(d) expiration or termination of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed in writing shall survive any such expiration or termination or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination or (iii) under the Source Code Escrow Agreement.

15.11 Survival of Obligations. The rights and obligations of the Parties under the following provisions of this Agreement shall survive the termination or expiration of this Agreement: the payment obligations under Section 7.1 (*Intellectual Property Ownership*), Section 7.2 (*No Other Jointly-Developed or Customer-Owned Work Product*), Section 7.3(c) (*Software License Fee*), Section 7.3(d) (*License*), Section 7.3(e) (*Limitations and Restrictions*), Section 7.4(f) (*Escrow License*, solely for the duration set forth therein), Section 7.5 (*Bankruptcy*); Section 9.1 (*Charges*), Section 9.2 (*Invoicing*), Section 9.4 (*Adjustments for Inflation*), Section 9.5 (*Taxes*), Article X (*Insurance Requirements*) (solely for the time period set forth therein), Section 12.1 (*Treatment of Confidential Information Generally*), Section 12.2 (*Exceptions*), Section 12.4 (*Mandatory Disclosure*), Section 12.5 (*Return; Destruction of Information*), Section 12.6 (*Disclosure to Representatives; Obligations*), Section 12.7 (*No Customer Personal Information*) (last sentence only), Section 12.8 (*Treatment of Security Information*), Section 14.1 (*Symbotic Indemnification Obligations*) (but only with respect to events and circumstances occurring prior to termination or expiration of the Agreement or a SOW), Section 14.2 (*Customer Indemnity Obligations*) (but only with respect to events and circumstances occurring prior to termination or expiration of the Agreement or a SOW), Section 14.3 (*Indemnification Procedure*), Section 14.4 (*No Consequential Damages*), Section 14.5 (*Limitation of Liability*), Section 14.6 (*Exclusion from Liability Cap*), Section 14.7 (*Treatment of Claims Under the Software Support and Maintenance Agreement*), Section 15.7 (*Termination for Convenience*), Section 15.10 (*Obligations upon Termination*), this Section 15.11 (*Survival of Obligations*), Article XVI (*Dispute Resolution*), Article XIX (*Miscellaneous Provisions*), Exhibit A (*Definitions*) and Exhibit D (*Pricing*). For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, each Party shall remain fully liable for any and all Losses incurred or suffered by the other Party as a result of any breaches (or deemed breaches) of this Agreement by such Party occurring prior to the termination or expiration of this Agreement.

## ARTICLE XVI

## DISPUTE RESOLUTION

16.1 Arbitration.

(a) Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, whether arising in contract or tort, shall be settled by arbitration administered in accordance with its JAMS International Arbitration Rules. The number of arbitrators shall be three, one of whom shall be appointed by each of the Parties and the third of whom shall be selected by mutual agreement of the co-arbitrators with the input of the Parties, if possible, within 30 days of the selection of the second arbitrator and thereafter by the administering authority. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitration award rendered by the arbitrators shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction thereof.

(b) The Parties shall keep any such arbitration confidential and shall not disclose to any Person, other than those necessary to the proceedings, the existence of the arbitration, any information, testimony or documents submitted during the arbitration or received from the other Party, a witness or the arbitrators in connection with the arbitration, and any award, unless and to the extent that disclosure is required by law or is necessary for permitted court proceedings, such as proceedings to recognize or enforce an award.

(c) The arbitrators shall award to the prevailing Party its costs and expenses, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. If the arbitrators determine a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrators may award the prevailing Party a corresponding percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

(d) Either Party may make an application to the arbitrators or to any court of competent jurisdiction seeking any interim measures, including injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved.

(e) The procedures for the taking of evidence shall be governed by the IBA Rules on the Taking of Evidence in International Arbitration.

(f) The Parties waive any defense based on sovereignty, including immunity to arbitration, immunity to judicial proceedings to enforce or aid any such arbitration, and immunity to enforcement and execution of the award or any judgment thereon. This waiver includes pre-award and prejudgment attachments.

16.2 Consolidation. An arbitral tribunal constituted under this Agreement, or at any time prior to the arbitral tribunal being constituted, may, at the request of a party to the arbitration proceeding, consolidate the arbitration proceeding with any other arbitration arising under this Agreement, the Framework Agreement, the LLC Agreement or the Warrant (as defined in the Framework Agreement), if the arbitration proceedings raise common questions of law or fact, and consolidation would not prejudice the rights of any Party. If two or more arbitral tribunals under such agreements issue consolidation orders, the order issued by the arbitral tribunal first constituted shall prevail. In addition, any Party may bring claims under such agreements.

## ARTICLE XVII

## RECORDS/AUDITS

17.1 Records/Audits. In addition to the requirements of maintain Records relating to Covered Taxes under Section 9.5(e) (*Record Retention*), Symbotic shall use its commercially reasonable efforts to maintain material books and records relating to the Services and/or Deliverables ("Records"), for a period of three years following the expiration or termination of this Agreement. All Records shall be considered and treated as Confidential Information in accordance with Article XII (*Confidentiality and Access to Customer Systems*). During the Term and for a period of three years after expiration or termination thereof, Symbotic shall, upon reasonable written request by Customer, once annually provide Customer access to Records and make Records (physical and electronic) available for Customer's personnel, accountants, and/or auditors for inspection of financial records related to such Services and Deliverables. With ten Business Days advance written notice, Symbotic agrees to reasonably cooperate with Customer in

conducting such audits (and assist in the examination of the Records at no additional charge) on Symbotic's premises, and Customer agrees to schedule such audits during Symbotic's normal business hours; *provided, however,* that Symbotic shall only provide Customer access to redacted copies of Records that contain any privileged information, as reasonably determined by Symbotic. Customer shall pay for all costs and expenses associated with the audits.

17.2 Symbotic Audit. During the Term, Customer shall, upon reasonable written notice by Symbotic, once annually provide Symbotic access to the Sites, Customer Personnel and Symbotic Systems used in the receipt of the Services to verify that the Services are being used in accordance with the terms of this Agreement. Symbotic shall provide at least ten Business Days' advance written notice of any such audit, and Customer agrees to reasonably cooperate with Symbotic in conducting such audits on Customer's premises; *provided* that Symbotic agrees to schedule such audits during Customer's normal business hours. Symbotic shall pay for all costs and expenses associated with the audits.

## ARTICLE XVIII

## FORCE MAJEURE

18.1 Force Majeure. Notwithstanding anything to the contrary in this Agreement, and subject to Section 5.4(d) (*Delay and Extensions of Time*), no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control (a "Force Majeure Event"), including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) embargoes or blockades in effect on or after the Effective Date; (e) national or regional emergency; (f) strike, labor stoppages, labor disputes or slowdowns or other industrial disturbances by employees of persons other than Symbotic and its Subcontractors; (g) shortage of adequate power or transportation facilities; (h) failures of utilities (*e.g.*, power companies, Internet service providers, telecommunications providers); (i) global pandemics; (j) supply-chain and related issues; and (k) a shortage of raw materials necessary for the construction of a Symbotic System such that these raw materials are not available on commercially reasonable terms. The Party suffering a Force Majeure Event shall give notice of the Force Majeure Event to the other Party as soon as reasonably practicable, stating the period of time the occurrence is expected to continue, and shall use reasonably diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

## ARTICLE XIX

## MISCELLANEOUS PROVISIONS

19.1 Integrated Agreement. This Agreement, as may be amended or supplemented from time to time in accordance with the terms hereof, the Framework Agreement, the LLC Agreement and the Warrant (as defined in the Framework Agreement), together with all exhibits referenced herein and in instruments provided pursuant hereto and thereto, constitutes the complete integrated agreement between the Parties concerning the subject matter hereof and thereof. In the event of any inconsistency between the statements in the body of this Agreement, the Exhibits, the Schedules attached hereto or any instrument delivered pursuant thereto, the terms and conditions of this Agreement shall control except with respect to any provisions relating specifically to a Project, in which event, the Schedule, Exhibit or instrument related specifically to such Project shall control; *provided, however*, that in the event of a conflict between any of the terms and conditions of Article VII (*Intellectual Property Rights*), Article VIII (*Superintendence and Employees*), Article XII (*Confidentiality and Access to Customer Systems*), Article XIV (*Indemnification; Limitation of Liability*), Article XV (*Term and Termination*), or this Article XIX (*Miscellaneous Provisions*) of this Agreement and the terms and conditions of any Schedule, Exhibit or instrument, the terms and conditions of such sections of this Agreement shall control (unless expressly stated otherwise in the Schedule, Exhibit, or instrument). Any exceptions expressly included in a particular Schedule, Exhibit or instrument, or any such conflict in which the terms and conditions of a Schedule, Exhibit or instrument control, shall apply only for purposes of the applicable Schedule, Exhibit or instrument, as the case may be, and shall not be deemed to in any way amend, modify, cancel, or waive the provisions of this Agreement or any other Schedule, Exhibit or instrument. In the event of a direct conflict of terms between a SOW and this Agreement, the order of control shall be the SOW and then this Agreement.

19.2 Symbotic Entities. Notwithstanding anything to the contrary in this Agreement, certain obligations of Symbotic under this Agreement may be fulfilled by the direct and indirect subsidiaries of Symbotic, including Symbotic Canada and its subsidiaries (the "Symbotic Entities"). Any obligation of Symbotic hereunder performed by the Symbotic Entities shall be considered to have been performed by Symbotic for purposes of this Agreement and shall be performed under the terms of this Agreement as applicable to Symbotic and, in connection therewith, Symbotic shall be responsible for any breach or other violation of this Agreement by any Symbotic Entity as if such breach or violation were a breach or violation by Symbotic.

19.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction nor shall it invalidate the entire Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall reasonably negotiate to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19.4 Interpretation. References herein to any applicable Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever used in this Agreement, except as otherwise expressly provided any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders and the terms "include," "includes" and "including" shall be inclusive and not exclusive and shall be deemed to be followed by the following phrase "without limitation." Unless otherwise specified, the terms "hereof," "herein," "hereunder," "herewith" and similar terms refer to this Agreement as a whole (including all Schedules and Exhibits to this Agreement and any instrument entered into pursuant to this Agreement) and references herein to Sections, Articles, Schedules or Exhibits refer

to the applicable sections, articles, schedules or exhibits of this Agreement. All references to “dollars” or “$” are to United States dollars, unless otherwise specified. All reference to “U.S.” shall be deemed references to the United States of America. Unless a different standard for approval or consent is otherwise specified herein, consents or approvals required under this Agreement shall not be unreasonably withheld, conditioned or delayed. Where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day; a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight; a reference to a Business Day is a reference to a period of time commencing at 9:00 AM local prevailing time on a Business Day and ending at 5:00 PM local prevailing time on the same Business Day; if the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day. Accounting terms used herein shall be as used in accordance with GAAP unless otherwise specified. Whenever this Agreement requires a subsidiary of any Person to take any action, such requirement shall be deemed to include an undertaking on the part of such Person to cause such subsidiary to take such action. For the avoidance of doubt, whenever this Agreement requires Customer to take any action, such requirement shall be deemed to include an undertaking on the part of Customer to cause its applicable subsidiary to take such action. Any reference to an Exhibit, Schedule (including any Project Time Schedule), or SOW refers to that Exhibit, Schedule, or SOW as it may have been amended, supplemented or otherwise modified from time to time by the Parties pursuant to the terms of this Agreement.

19.5 Equitable Relief. Each Party acknowledges and agrees that any failure by such Party to perform its obligations under this Agreement may result in irreparable harm to the other Party, because monetary damages alone may not provide sufficient relief, and that the other Party is therefore entitled to bring an Action for specific performance or an injunction (without any need or requirement to post a bond) to enforce all its rights under this Agreement in accordance with the terms of this Agreement.

19.6 Successors and Assigns.

(a) Except with respect to Customer Indemnitees or Symbotic Indemnitees, which shall constitute Third Party beneficiaries hereunder, this Agreement is for the sole benefit of the Parties and shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) Without limiting Symbotic’s rights under Section 8.4(a) (*Subcontractors*) to subcontract and delegate to Subcontractors, neither Party to this Agreement may assign any of its rights or obligations hereunder (or in any certificate or instrument entered into or provided in connection herewith) by contract, operation of law or otherwise without the prior written consent of the other Party; *provided, however*, that either Party may, without the prior written consent of the other Party, assign all or any portion of its rights or obligations under this Agreement (or under any certificate or instrument entered into or provided in connection herewith) to one or more Persons constituting an Affiliate thereof as of immediately prior to such assignment, but no such assignment shall relieve the assigning Party of any of its obligations hereunder.

19.7 Cumulative Remedies. Subject to the terms and provisions hereof, remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at Law (subject to the limitations set forth in this Agreement) or in equity.

19.8 Late Payments; Set-Off. Any due and unpaid amount owed under this Agreement by either Party to the other shall incur a late charge equal to the lower of (i) 10% per annum and (ii) the highest rate permitted by Law, on all amounts not subject to a *bona fide* Dispute under Section 9.3 (*Payment Disputes*) that are overdue beyond 30 days, but this late charge shall not waive or extend any obligation of a Party to make undisputed payments when due. In case a late payment is the result of a good faith Dispute that is subsequently resolved in payee Party's favor, interest shall accrue from the date of resolution of the Dispute until the date of actual payment by payor Party. In case a late payment is not with respect to a payment subject to a good faith Dispute, interest shall accrue from the date that such payment was due until the date of actual payment by payor Party. For the avoidance of doubt, Symbotic's rights to receive a late payment fee under this Section 19.8 (*Late Payments*) shall not be in lieu of Symbotic's rights under this Agreement.

19.9 Governing Law. This Agreement and any Action in connection therewith, including in connection with the entering into, performance or termination thereof shall be governed solely by the Laws of the State of Delaware in the United States of America, without regard to its Laws regarding conflicts of laws.

19.10 Jurisdiction; Venue. The Parties mutually consent and submit to the sole jurisdiction of the federal and state courts for New Castle County, Delaware for the purposes of any Action confirming any arbitration award and entering judgment thereon pursuant to Article XVI (*Dispute Resolution*), and irrevocably waive any objection to the laying of venue of any such Action in such court or that any such court is an inconvenient forum; *provided*, *however*, that either Party may bring an equitable Action pursuant to Section 19.5 (*Equitable Relief*) in any court having jurisdiction, including with respect to a breach or threatened breach by the other Party of Article VII (*Intellectual Property Rights*), or Article XII (*Confidentiality and Access to Customer Systems*). THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CLAUSE AND AGREE WILLINGLY TO ITS TERMS.

19.11 Waiver of Right to Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING CONCERNING THIS AGREEMENT OR ANY OF THE RELATED AGREEMENTS WHICH MAY BE ENTERED INTO BETWEEN CUSTOMER AND SYMBOTIC, INCLUDING IN CONNECTION WITH THE ENTERING INTO, PERFORMANCE OR TERMINATION THEREOF.

19.12 Publicity. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel) or otherwise contemplated under the Framework Agreement, no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party, and the Parties shall cooperate as to the timing and contents of any such announcement.

19.13 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar of different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19.14 Notices. The Parties shall agree on a process regarding notices for day-to-day operational activities. All other notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing (which shall include email) and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by e-mail; (c) the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid); or (d) on the date sent by email; *provided* that any email transmission is promptly confirmed by a responsive electronic communication by the recipient thereof or receipt is otherwise clearly evidenced (excluding out-of-office replies or other automatically generated responses) or is followed up within one Business Day after email by dispatch pursuant to one of the methods described in the foregoing clauses (a), (b) and (c) of this Section 19.14 (*Notices*). Notices must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this section):

If to Customer:

GreenBox Systems LLC
[***]
Attn: [***]
Email: [***]

With a copy to (which shall not constitute notice):

Morrison & Foerster LLP
Shin-Marunouchi Building, 29th Floor
5-1, Marunouchi 1-Chome, Chiyoda-ku
Tokyo, Japan 100-6529
Attn: Kenneth A. Siegel
Email: ksiegel@mofo.com

Morrison & Foerster LLP
2100 L Street, NW Suite 900
Washington, D.C. 20037
Attn: David P. Slotkin
Email: dslotkin@mofo.com

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482
Attn: Eric T. McCrath; Erik G. Knudsen
Email: emccrath@mofo.com; eknudsen@mofo.com

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Robert W. Downes; George Sampas; Matthew B. Goodman
Email: downesr@sullcrom.com; sampasg@sullcrom.com;
goodmanm@sullcrom.com

If to Symbotic:

Chief Executive Officer
Symbotic LLC
200 Research Drive
Wilmington, MA 01887
Email: [***]

With a copy to:

General Counsel
Symbotic LLC
200 Research Drive
Wilmington, MA 01887
Email: [***]

19.15 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19.16 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

19.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19.18 Ambiguities. The Parties negotiated this Agreement in good faith. Any ambiguities in the language of this Agreement are not to be construed or resolved against either Party based on the fact that such Party was principally responsible for drafting this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

**GREENBOX SYSTEMS LLC**

By: /s/ Vikas Parekh
Name: Vikas Parekh
Title: Manager

Date: July 23, 2023

**SYMBOTIC LLC**

By: /s/ Richard B. Cohen
Name: Richard B. Cohen
Title: President and Chief Executive Officer

Date: July 23, 2023

**Exhibit A**

**Definitions**

In the Agreement, the following terms have the meanings specified or referred to in this Exhibit A (*Definitions*), and shall be equally applicable to the singular, plural and possessive forms.

"Acceptance Test" has the meaning set forth in Section 2.2.

"Acquiring Person" means a Person or a group of Persons acting in concert that is or are, as the case may be, the acquiring party or parties in a Change of Control; *provided, however*, that for the purpose of a Change of Control, a Person that is a wholly-owned Affiliate of a Party as of immediately prior to the first transaction in a series of related transactions which would otherwise constitute a Change of Control of such Party shall not be deemed an Acquiring Person in such a Change of Control.

"Action" means any claim, action, cause of action, demand, litigation, suit, grievance or proceeding.

"Adjusted Purchase Commitment" has the meaning set forth in Section 15.1.

"Affiliates" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person, whether through ownership of securities, by contract or otherwise, for so long as such relationship is in effect (including Affiliates subsequently established by acquisition, merger or otherwise). For purposes of the rights and obligations under this Agreement, Symbotic Inc. and its subsidiaries, Customer and its subsidiaries, SB Group and its subsidiaries, and C&S and its subsidiaries shall be deemed not to be Affiliates of one another.

"Aggregate Data" means aggregated statistics and aggregated data created or derived by Symbotic from (a) System Data, (b) Symbotic's provision of the Symbotic System or Symbotic System Software or (c) Customer's use of the Symbotic System or Symbotic System Software; *provided, however*, that such Aggregate Data shall be anonymized such that Customer cannot reasonably be identified.

"Agreement" has the meaning set forth in the Preamble.

"Applicable Specifications" means the Design Documents and the Software Documentation and any other Symbotic user manuals made available by Symbotic to Customer.

"As-Built Drawings" has the meaning set forth in Section 1.4(c).

"Bankruptcy Code" shall mean Title 11 of the United States Code (11 U.S.C. §101 et seq.) entitled "Bankruptcy," as now and hereafter in effect, or any successor statute.

"Business" has the meaning ascribed to it in the Framework Agreement.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

"C&S" means C&S Wholesale Grocers, Inc., a New Hampshire corporation.

"Cell" means the Equipment installed as part of the Symbotic System that is used (a) for the induction of inbound product and/or cases delivered to the Symbotic System by Customer (generally, from (i) the point of delivery of the product/cases by Customer to the Symbotic System to (ii) the Symbotic System lists to the storage structure thereof that transport the cases/product to different levels of the storage structure) and (b) for the handling of outbound product and/or cases delivered from the Symbotic System for delivery to Customer (generally, from (i) the point of hand-off from the Symbotic System lifts that transport the product/cases from the different levels of the Symbotic System storage structure to (ii) the point of delivery of such outbound product/cases from the Symbotic System to Customer).

"Change of Control" means a transaction or a series of related transactions by which (a) an Acquiring Person obtains the direct or indirect ownership of more than fifty percent (50%) of the applicable Person's (or its direct or indirect controlling Person's) outstanding capital stock (or other form of equity interest, including membership interests or units in a limited liability company) by sale, merger, reorganization or otherwise; (b) an Acquiring Person obtains the direct or indirect voting power to elect a majority of the directors of the applicable Person's (or its direct or indirect controlling Person's) board of directors (or other similar governing body); or (c) an Acquiring Person obtains directly or indirectly or exclusively licenses all or substantially all of the applicable Person's (or its direct or indirect controlling Person's) assets related to this Agreement.

"Change Order" has the meaning set forth in Section 1.7.

"Charges" has the meaning set forth in Section 9.1.

"Confidential Information" means Customer Confidential Information or Symbotic Confidential Information, as applicable.

"Consumables" shall have the meaning set forth in a Project SOW.

"Cost of Material and Labor" means the cost of material and labor for a Symbotic System calculated in accordance with Exhibit D (*Pricing*).

"Covered Taxes" has the meaning set forth in Section 9.5(a).

"Customer" has the meaning set forth in the Preamble.

"Customer-Authorized Third Parties" means any Third Party (a) to whom Customer has outsourced all or part of its operations of the Symbotic Systems who needs to use the Symbotic System Software and the Software Documentation in the performance of their duties to operate the Symbotic Systems for Customer, or (b) that is providing support and maintenance services to Customer after a Release Event, *provided*, *however*, that (i) such Third Party is not a direct competitor to Symbotic in the manufacture of automated material handling systems, including any

Symbotic Competitor (as defined in the LLC Agreement); and (ii) shall enter into a nondisclosure agreement with Symbotic or with Customer to the extent the Release Event was caused by Section 7.4(e)(i) or Section 7.4(e)(iv) which are no less restrictive with respect to Confidential Information than the terms of the nondisclosure agreement between Customer and Symbotic.

"Customer Confidential Information" means any information or data of a confidential nature, whether disclosed hereunder or prior to the Effective Date, whether orally, visually, or in writing, by way of any media, of Customer, any Affiliate of Customer, any client or customer of Customer or of an Affiliate of Customer, or any Third Party which has disclosed such information to Customer or to an Affiliate of Customer on a confidential basis, including but not limited to, Customer's, or a Customer Affiliate's, its respective customers' or such Third Party's business or financial affairs, trade secrets, technology, research and development, pricing, product plans, marketing plans, the terms of this Agreement, the types and amounts of Services provided hereunder by Symbotic to Customer, know-how, trade secrets, technical and economic data, computer programs, systems documentation, interfaces, requirements, specifications, database tables, dictionaries and designs, functional descriptions, interface control documents, system implementation plans, user and maintenance guides, screen and file formats, Web page designs, procedures, formulas, improvements, ideas (including patent information), copyrights or publications of a confidential nature, and all copies, summaries, and compilations of any of the foregoing. Notwithstanding the foregoing, Customer Confidential Information excludes Aggregate Data.

"Customer Data" means output data from Symbotic Systems specifying the volume of specific products delivered to specific recipients through use of Symbotic Systems, or any other output data from Symbotic Systems that could be used to determine or calculate such specific volume or specific products, and all derivative works thereof whether created by Symbotic or Customer (excluding Aggregate Data).

"Customer Indemnitees" has the meaning set forth in Section 14.1.

"Customer Material Breach" has the meaning set forth in Section 15.5.

"Customer Material Breach Notice" has the meaning set forth in Section 15.4.

"Customer Personal Information" means any information about an individual that would be considered (i) "personal information" as defined by the applicable U.S. state data breach notification laws; or (ii) "non-public personal information" within the meaning of Title V of the Gramm-Leach-Bliley Act of 1999, Public Law 106-102, 113 Stat. 1338 and its implementing regulations regarding private consumer information.

"Customer Responsibilities" means any activities or actions for which Customer is responsible under the Agreement, including, but not limited to, the Customer Site Responsibilities and Customer Dependencies (as defined in Exhibit F (*Form of Operations and Maintenance SOW*)).

"Customer Site Information" means all the data, information, documents, drawings, and reports related to each Site and provided by Customer to Symbotic for purposes of designing and installing the Symbotic System.

"Customer Site Responsibilities" means the responsibilities identified for Customer for a particular Site to be performed by the date or milestone identified in a Project SOW.

"Customer System" means the Customer servers on which the Symbotic System Software is installed and operated and the warehouse management systems that communicate with the Symbotic System Software.

"Customer Tax Proceedings Notice" has the meaning set forth in Section 9.5(d).

"Defect" means the failure of the Symbotic System to comply with the Applicable Specifications.

"Deliverables" has the meaning set forth in Section 7.1(a).

"Deposit Materials" has the meaning set forth in Section 7.4(a)(ii).

"Derivative Work" means a work that is based upon one or more preexisting works and that, if prepared without the authorization of the owner of the preexisting work, would constitute a copyright infringement, or any improvement, enhancement, modification or adaptation of or to a preexisting work.

"Design Documents" has the meaning set forth in Section 1.4(b).

"Direct Pay Permit" has the meaning set forth in Section 9.5(c).

"Disclosing Party" has the meaning set forth in Section 12.1.

"Dispute" means any dispute or difference of any kind whatsoever between the Parties arising under, out of or in any way in connection with the Agreement (including any question regarding its existence, validity or termination and whether based in breach of contract, tort or any other legal doctrine) or the execution of the Services or the Work, including any dispute as to any decision, opinion, interpretation, instruction, determination, acceptance, or payment, whether during the execution of the Services or the Work after completion thereof and whether before or after the termination, abandonment or breach of the Agreement.

"Duly Authorized Representatives" has the meaning set forth in Section 1.8.

"Effective Date" has the meaning set forth in the Preamble.

"Equipment" means all physical materials and parts required for a Symbotic System as set forth in a Project SOW.

"Escrow License" has the meaning set forth in Section 7.4(f).

"Excused Delay" has the meaning set forth in Section 6.2.

"Exemption Certificate" has the meaning set forth in Section 9.5(c).

"Extension Term" has the meaning set forth in Section 15.1.

"Feedback" means certain ideas, suggestions, recommendations, feedback or designs provided to Symbotic regarding the Symbotic System, Symbotic Property, and the Services.

"Final Acceptance" has the meaning set forth in Section 2.1.

"Final Acceptance Criteria" has the meaning set forth in the applicable Project SOW.

"Final Acceptance Notice" has the meaning set forth in Section 2.2.

"Financing Commitment" has the meaning set forth in Section 11.2.

"Financing Opportunity" has the meaning set forth in Section 11.2.

"Financing Opportunity Breach" has the meaning set forth in Section 11.2.

"Financing Procedures" has the meaning set forth in Section 11.2.

"F.O.B. Origin" has the meaning set forth in Section 3.2.

"Force Majeure Event" has the meaning set forth in Section 18.1.

"Framework Agreement" has the meaning set forth in the Recitals.

"GAAP" means generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, interstate, regional, local, county, parish, town, city, or municipal government, whether domestic or foreign, or any department, court, agency, commission, bureau, board, or other administrative, regulatory, or judicial body of any such government.

"Grace Period End Date" has the meaning set forth in Section 15.3.

"GreenBox Financing Opportunity Exclusive Period" has the meaning set forth in Section 11.2.

"GreenBox LAAS Opportunity Exclusive Period" has the meaning set forth in Section 11.1.

"Implemented Symbotic System" means a Symbotic System as installed, implemented, extended, updated, or supplemented at a Site pursuant to the terms of a separate agreement between the Parties.

"Indemnifying Party" has the meaning set forth in Section 14.3(a).

"Indemnitee" has the meaning set forth in Section 14.3(a).

"Initial Term" has the meaning set forth in Section 15.1.

"Insolvency Event" shall mean (i) a Party becomes insolvent or ceases to carry on business; (ii) any action is taken for the receivership, bankruptcy, liquidation or winding-up of a Party; (iii) a Party makes any assignment for the benefit of its creditors or others, except for an assignment permitted pursuant to this Agreement; or (iv) proceedings are commenced under legislation with a view to the Party seeking protection from its creditors, including a proceeding under Chapters 7 or 11 of the United States Bankruptcy Code; in each case, (y) other than where such circumstance, action or proceeding is not lifted, dismissed, stayed, revoked, terminated or rescinded within 30 days following the commencement thereof.

"Installation Commencement Date" means the date on which installation of a Symbotic System commences at a Site pursuant to a Project SOW.

"Intellectual Property" means all rights, throughout the world, in: (i) patents and patent applications; (ii) trademarks, service marks, trade dress, trade names, corporate names, slogans, any other indicia of origin, and all goodwill associated with the foregoing, whether or not registered with a Governmental Authority, and any applications for such registrations; (iii) copyrights and other works of authorship, whether or not registered with a Governmental Authority; (iv) non-public inventions, methods, processes, know-how, data collections, and other confidential information whether or not any of the foregoing is a legally protectable trade secret; (v) databases; (vi) personal information; or (vii) any other intangible proprietary rights.

"LAAS Opportunity" has the meaning set forth in Section 11.1.

"LAAS Opportunity Breach" has the meaning set forth in Section 11.1.

"LAAS Procedures" has the meaning set forth in Section 11.1

"Law" means any law, declaration, decree, standards, code (including the National Fire Protection Association codes and standards), legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, domestic, international, or foreign, and any rules and regulations of self-regulatory organizations that may be applicable to a Party in the performance of its obligations under this Agreement, in each case that are in effect from time to time during the Term.

"Legal Requirements" means all applicable federal (including, but not limited to, the Americans With Disabilities Act), state and local statutes, laws, codes, ordinances, rules and regulations, and all applicable orders and decrees of any government or quasi-government entity having jurisdiction over the Project, having jurisdiction over the acts, practices or operations of the Parties, any Subcontractors and/or any Sub-Subcontractors regarding the performance of the Work, and/or having jurisdiction over any Work.

"Liability Cap" has the meaning set forth in Section 14.5.

"Licensed Field" means conducting the Business in the Territory at Project Sites using Symbotic Systems.

"Lien" means any mortgage, pledge, assessment, security interest, lien, levy, charge or any other agreement to give any of the foregoing.

"LLC Agreement" has the meaning set forth in the Recitals.

"Losses" means any and all claims, liabilities, losses, damages, causes of action, indemnification obligations, orders of Governmental Authorities, fines, penalties, litigation, lawsuits, administrative proceedings, arbitration, mediation, administrative investigations, costs, and expenses, including reasonable attorneys' fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings.

"Malicious Code" has the meaning set forth in Section 13.1(f).

"Margin Percentage Payments" has the meaning set forth in Exhibit D (*Pricing*).

"Object Code" means executable, machine-readable software code.

"On-Site Manager" means the person(s) identified in the applicable Project SOW.

"Operations and Maintenance SOW" has the meaning set forth in Section 1.4(e).

"OSHA" has the meaning set forth in Section 13.1(d).

"Parties" has the meaning set forth in the Preamble.

"Performance Standards" has the meaning set forth in the applicable Project SOW.

"Permits" means permits, special development, impact documents, certificates, temporary easements, temporary permits and all other such requirements of public authorities or private parties; *provided* that, for the avoidance of doubt, Permit does not include a Direct Pay Permit.

"Person" means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any Governmental Authority. A Person shall include any officer, director, member, manager, employee or agent of such Person.

"Personnel" means, with respect to a Party, such Party's employees and contractors, as applicable.

"Preliminary Acceptance" has the meaning set forth in Section 2.1.

"Preliminary Acceptance Criteria" has the meaning set forth in the applicable Project SOW.

"Preliminary Acceptance Notice" has the meaning set forth in Section 2.2(b).

"Procurement Approval Date" has the meaning set forth in the Rolling Project Schedule.

"Project" has the meaning set forth in Section 1.4(a).

"Project Drawings" has the meaning set forth in Section 7.1(e).

"Project Site" means a Site where Work is being performed under a Project SOW.

"Project SOW" has the meaning set forth in Section 1.4(a).

"Project SOW Date" has the meaning set forth in Section 1.5.

"Project Time Schedule" means a detailed Work schedule for each Project, prepared and delivered by Symbotic to Customer, which shall be incorporated into the applicable Project SOW.

"Purchase Commitment" has the meaning set forth in Section 1.3.

"Receiving Party" has the meaning set forth in Section 12.1.

"Recommended Spare Parts List" or "RSPL" means the list of recommended spare Equipment parts for the Symbotic System that Symbotic publishes on a periodic basis showing the list price for each part.

"Records" has the meaning set forth in Section 17.1.

"Release Event" has the meaning set forth in Section 7.4(e).

"Release Expiration" has the meaning set forth in Section 7.4(h).

"Representatives" has the meaning set forth in Section 12.1.

"Responsibilities Matrix" has the meaning set forth in Section 5.1.

"Retention Period" has the meaning set forth in Section 9.5(e)(iii).

"Rolling Project Schedule" has the meaning set forth in Section 1.5.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (ii) to the extent applicable, the United Nations Security Council, the European Union or His Majesty's Treasury of the United Kingdom.

"SB Group" has the meaning set forth in the Recitals.

"Services" means the Work, the Software License and any other services provided by or on behalf of Symbotic under the Agreement and as set forth in a SOW.

"Site" has the meaning set forth in Section 1.2.

"Software" means any software programs and programming, applications, operating systems, utilities and interfaces, and all documentation relating thereto, together with all corrections, improvements, updates, releases, and new versions thereof.

"Software Documentation" means, in digital or printed form, the written technical, user, and reference manuals and guides published by Symbotic, including the DOO (as defined in Exhibit C (*Form of Project SOW*)) applicable to the specific Symbotic System, describing the operation and use of the Symbotic System Software, that are made available by Symbotic to Symbotic's general customer base who use the Symbotic System Software.

"Software License" has the meaning set forth in Section 7.3(a).

"Software License and Subscription SOW" has the meaning set forth in Section 1.4(d).

"Software License Fee" has the meaning set forth in Exhibit D (*Pricing*).

"Software Maintenance Services" has the meaning set forth in Section 1.4(f).

"Software Support and Maintenance Agreement" has the meaning set forth in Section 1.4(f).

"Source Code" means the uncompiled high-order version of the Symbotic System Software that is readable by a natural person.

"Source Code Escrow Agent" has the meaning set forth in Section 7.4(a).

"Source Code Escrow Agreement" has the meaning set forth in Section 7.4(a).

"SOW" means any Project SOW, Software License and Subscription SOW or Operations and Maintenance SOW, as applicable, and any terms, conditions, rights and obligations set forth thereunder.

"Specifications" means the Symbotic System specifications set forth in the applicable Project SOW, including the Equipment, Work and Services to be provided and performed.

"Subcontractor" means any Person that Symbotic uses to perform any of the Services.

"Subscriber Claim" has the meaning set forth in Section 1.9(d).

"Sub-Subcontractor" means any Person of any tier who has a direct or indirect contractual relationship with a Subcontractor for the performance of a portion of the Work.

"Subscribers" means direct customers of the Business.

"Sunlight" has the meaning set forth in the Recitals.

"SVF" has the meaning set forth in the Recitals.

"Symbotic" has the meaning set forth in the Preamble.

"Symbotic Canada" means Symbotic Group Holdings, ULC, a British Columbia unlimited liability company.

"Symbotic Confidential Information" means any information or data of a confidential nature, whether disclosed hereunder or prior to the Effective Date, whether orally, visually, or in writing, by way of any media, of Symbotic, any Affiliate of Symbotic, any client or customer of Symbotic or of an Affiliate of Symbotic, or any Third Party which has disclosed such information to Symbotic or to an Affiliate of Symbotic on a confidential basis, including but not limited to, Symbotic's or a Symbotic Affiliate's, its respective customers' or such Third Party's business or financial affairs, trade secrets, technology, research and development, pricing, product plans, marketing plans, the terms of this Agreement, the types and amounts of Services provided hereunder by Symbotic to Customer, System Data, know-how, trade secrets, technical and economic data, computer programs, systems documentation, interfaces, requirements, specifications, database tables, dictionaries and designs, functional descriptions, interface control documents, system implementation plans, user and maintenance guides, screen and file formats, Web page designs, procedures, formulas, improvements, ideas (including patent information), copyrights or publications of a confidential nature, and all copies, summaries, and compilations of any of the foregoing. In addition, all Symbotic Property shall be Symbotic Confidential Information.

"Symbotic Entities" has the meaning set forth in Section 19.2.

"Symbotic Holdings" has the meaning set forth in the Recitals.

"Symbotic Inc." has the meaning set forth in the Recitals.

"Symbotic Indemnitees" has the meaning set forth in Section 14.2.

"Symbotic Information" has the meaning set forth in Section 13.4.

"Symbotic Material Breach" has the meaning set forth in Section 15.4.

"Symbotic Material Breach Notice" has the meaning set forth in Section 15.5.

"Symbotic Property" has the meaning set forth in Section 7.1(a).

"Symbotic Property License" has the meaning set forth in Section 7.3(b).

"Symbotic Succession Event" means the occurrence of (i) the termination of Richard B. Cohen's employment with Symbotic Inc. for any reason (the date of such occurrence as applicable, the "Succession Date"), and (ii) on or prior to the Succession Date, (A) Symbotic Inc. (or successor thereto) has not employed a Chief Executive Officer, co-Chief Executive Officer, or President(other than Richard B. Cohen), and (B) a successor (contingent or otherwise) to Richard B. Cohen, as the Chief Executive Officer of Symbotic Inc. (or successor thereto), has not been identified by name by the Board of Directors of Symbotic Inc. (or successor thereto) or a committee thereof (it being understood and agreed that for purposes of this definition, if the successor to Symbotic Inc. is not a corporation, references to "Board of Directors" shall mean any similar or equivalent governing body).

"Symbotic System" means Symbotic's proprietary automated material handling system(s) for use in a distribution, fulfillment center or other location as provided by Symbotic to Customer under this Agreement, including the Symbotic System Software and all related components.

"Symbotic System Software" means the Symbotic-provided software (i) installed on the Equipment, including, in accordance with Exhibit G (*Software Support and Maintenance Agreement*), all releases and maintenance modifications, and any configurations and customizations; and (ii) used in the operation of the Symbotic System, including, to manage bots, lifts, inbound and outbound Cells, safety, and to communicate with Customer's designated business or warehouse software.

"System Data" means any and all data, information, metadata, configuration and log files residing in, generated, processed or used by a Symbotic System at any Customer Site in connection with the installation, implementation, use, operation, maintenance or support of such Symbotic System and all derivatives thereof, other than Customer Confidential Information.

"System Operating SOW" means each such separate statement of work entered into between Symbotic and Customer substantially in the form of Exhibit F (*Form of Operations and Maintenance SOW*).

"Tax Proceedings" has the meaning set forth in Section 9.5(d).

"Term" has the meaning set forth in Section 15.1.

"Territory" means any territory in which Customer is permitted to operate as identified in Schedule 1 (*Territory*), which schedule may be amended from time to time upon mutual agreement by the Parties in writing; *provided* that Territory shall not include any area located in a country or territory that is the subject of comprehensive Sanctions.

"Third Party" means a Person other than either of the Parties or their Affiliates.

"Third-Party Claim" has the meaning set forth in Section 14.3(a).

"Unordered Systems" has the meaning set forth in Section 15.9.

"Unordered Systems Liquidated Damages" has the meaning set forth in Section 15.9.

"Walmart MAA" means the Second Amended and Restated Master Automation Agreement, dated May 20, 2022, among Walmart Inc., Symbotic and Symbotic Holdings.

"Warranty" has the meaning set forth in Section 13.2(a)(i).

"Warranty Period" has the meaning set forth in Section 13.2(a)(i).

"Willful Misconduct" means an action or omission taken or omitted (i) with the knowledge at the time of commission or omission that the action or omission at issue is a breach of such Party's obligations under this Agreement, and (ii) for the purpose of harming the other Party or its customers or clients.

"Work" means the performance by Symbotic of all work and services required under a SOW.

"Work Product" means all materials, works of authorship, inventions, ideas, techniques, know-how, designs, specifications, data collections, plans, methods, processes, procedures, and technical and other information conceived, authored, invented, generated or produced by Symbotic or its Personnel in the course of performing the Services or otherwise pursuant to this Agreement.

**Exhibit 99.1**

**SoftBank Group and Symbotic Establish New Warehouse-as-a-Service Joint Venture**
**To Transform Supply Chain Services Through Automation and A.I.**

- ***New joint venture, GreenBox, to offer first of its kind automated warehouse services, unlocking significant new addressable market***
- ***Symbotic and GreenBox contract for the sale of approximately $7.5 billion in systems over the course of the contract***
- ***Joint venture aims to expand access to Symbotic systems to broad range of customers through new "as a service" offering***
- ***SoftBank Group and Symbotic own 65% and 35% of GreenBox, respectively***

**(TOKYO, Japan) and (WILMINGTON, Mass.)** - July 24, 2023 — SoftBank Group Corp. (TSE: 9984, "SoftBank") and Symbotic Inc. (Nasdaq: SYM), a leader in A.I.-powered automation technology for the supply chain, today announced the establishment of GreenBox Systems LLC ("GreenBox"), a new joint venture to address the more than $500[1] billion annual warehouse-as-a-service market opportunity. Concurrently, Symbotic also announced an approximately $7.5 billion new customer contract with GreenBox, who will be the exclusive provider of Symbotic systems in the warehouse-as-a-service market, and will make supply chain services available to customers.

GreenBox will automate supply chain networks globally by operating and making accessible Symbotic's advanced A.I. and automation technology for the warehouse. Symbotic's A.I.-powered robotics and software technology will be the cornerstone of GreenBox, installed in single and multi-tenant facilities. The efficiency, SKU agility, scalability, and density of the Symbotic system allows GreenBox to effectively manage single and multi-tenant facilities across the supply chain and thus fundamentally reshape the economics of automated supply chain services.

Enabled by these technologies, GreenBox customers will be able to reduce inventory and costs while boosting SKU count and agility, all without associated capital expenditures and operational complexity.

"We are pleased to partner with SoftBank in this venture that accelerates our shared vision to transform the supply chain," said Rick Cohen, Symbotic's Chairman and CEO. "GreenBox enables Symbotic to bring the benefits of our technology to a broader customer universe, expanding our market opportunity."

"GreenBox taps into the powerful potential of A.I. and other enabling technologies in supply chains, while also making the benefits of automation accessible to more businesses through an 'as-a-service' offering. In partnership with Symbotic, GreenBox will equip customers with more intelligent, streamlined, and scalable warehousing solutions while eliminating the burden of major capital expenditures," said Vikas J. Parekh, Managing Partner at SoftBank Investment Advisers.

GreenBox will order Symbotic's systems over a six-year period commencing in fiscal year 2024, to be implemented across its warehouse network in larger-scale deployments than Symbotic's current installed base systems. Symbotic expects in excess of $500 million in annual recurring software, parts and services revenue from GreenBox once all systems are operational. Symbotic systems typically become fully operational within 24 months of project design approval.

GreenBox's board of managers will comprise three managers, one nominee from each of Symbotic and SoftBank, and one independent manager. GreenBox's management team will be independent from Symbotic and SoftBank.

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[1] *annual U.S. case throughput based on third-party consultant estimates*

**Transaction and Implementation Details**

SoftBank and Symbotic own 65% and 35% of GreenBox, respectively, with the joint venture established today. GreenBox will initially be funded with $100 million of capital contributed pro rata by Symbotic and SoftBank to fund operating expenses and initial system purchases. After Symbotic's initial $35 million pro rata capital contribution, the contract is expected to be accretive to Symbotic's annual free cash flow (net of capital contributions).

Symbotic has issued warrants to SoftBank representing up to 2.0% of Symbotic's fully diluted shares outstanding, which will vest in 0.25% increments upon payment of each $937.5 million to Symbotic for installation of Symbotic systems under the GreenBox contract. The warrants have a 6-year term and strike price representing Symbotic's 45 trading day volume weighted average price (VWAP) as of July 21, 2023, of $41.9719 per share.

Separately, SoftBank has purchased approximately 17.8 million shares from Symbotic Chairman and CEO, Rick Cohen, at Symbotic's 45 calendar day VWAP as of May 26, 2023, of $28.05 per share. This sale is 100% secondary shares and will not result in any dilution to Symbotic shareholders.

An investor presentation with additional detail is available in the Investor Relations section of the company's website at https://ir.symbotic.com/news-events/events-presentations.

Goldman Sachs & Co. LLC served as exclusive financial advisor and Sullivan & Cromwell LLP as legal advisor to Symbotic.

**Investor Call Details**

Symbotic plans to hold an investor call on Monday, July 24, 2023, at 8:00 a.m. ET to discuss this announcement. The call will be hosted by Rick Cohen, Chairman and CEO, Bill Boyd, Chief Strategy Officer, and Tom Ernst, Chief Financial Officer. The webcast can be accessed live from the following link: https://edge.media-server.com/mmc/p/mb6qxj2g.

**Symbotic Technology**

Symbotic's end-to-end automation consists of a fleet of fully autonomous robots with advanced vision and sensing capabilities. These robots induct, store, retrieve and palletize products in their native packaging at industry-leading throughput rates and with 99.9999% accuracy. Symbotic's A.I.-powered software orchestrates the work of hundreds of mobile robots to fulfill customer orders from within the high-density buffering and storage structure that flexibly handles virtually unlimited SKUs. The A.I.-enabled system builds mixed-SKU pallets with unmatched speed and efficiency, ultimately changing the way consumer goods are moved through the supply chain. The disruptive technology enhances warehouse density and capacity; increases inventory turns, reduces errors and waste; and enables faster fulfillment of customer orders. Currently, Symbotic systems service more than 2,600 stores for some of the world's largest retailers, grocers and wholesalers, including Walmart, Albertsons and C&S Wholesale Grocers.

**About Symbotic**

Symbotic is an automation technology leader reimagining the supply chain with its end-to-end, A.I.-powered robotic and software platform. Symbotic reinvents the warehouse as a strategic asset for the world's largest retail, wholesale, and food & beverage companies. Applying next-generation technology, high-density storage and machine learning to solve today's complex distribution challenges, Symbotic enables companies to move goods with unmatched speed, agility, accuracy and efficiency. As the backbone of commerce, Symbotic transforms the flow of goods and the economics of the supply chain for its customers. For more information, visit www.symbotic.com.

**About SoftBank Group**

The SoftBank Group invests in breakthrough technology to improve the quality of life for people around the world. The SoftBank Group is comprised of SoftBank Group Corp. (TOKYO: 9984), an investment holding company that includes stakes in AI, smart robotics, IoT, telecommunications, internet services, and clean energy technology providers; the SoftBank Vision Funds and SoftBank Latin America Funds, which are investing more than US$160 billion to help extraordinary entrepreneurs transform industries and shape new ones. To learn more, please visit https://group.softbank/en.

**Forward-Looking Statements**

This communication contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, but are not limited to, our expectations or predictions of future financial or business performance or conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions, business strategies, events, backlog, or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words “believes,” “estimates,” “expects,” “projects,” “forecasts,” “may,” “will,” “should,” “seeks,” “plans,” “scheduled,” “anticipates,” or “intends” or similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. Certain of these risks are identified and discussed in Symbotic’s filings with the U.S. Securities and Exchange Commission (the “SEC”), including the sections titled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” contained therein. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and Symbotic and SoftBank believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and neither Symbotic nor SoftBank is under any obligation, and expressly disclaim any obligation, to update, alter or otherwise revise any forward- looking statement, whether as a result of new information, future events or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports, which Symbotic has filed or will file from time to time with the SEC.

In addition to factors previously disclosed in Symbotic’s filings with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: failure to realize the benefits expected from the transactions described herein (the “Transactions”); business disruption following the Transactions; the occurrence of any event, change or other circumstance that could give rise to the termination of the agreements entered into in connection with the Transactions; the effect of the announcement of the Transactions on Symbotic’s or SoftBank’s business relationships, performance, and business generally; the amount of the costs, fees, expenses and other charges related to the Transactions; and other consequences associated with joint ventures and legislative and regulatory actions and reforms.

Any financial projections in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Symbotic and SoftBank’s control. While all projections are necessarily speculative, Symbotic and SoftBank believe that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this communication should not be regarded as an indication that Symbotic or SoftBank, or their representatives, considered or consider the projections to be a reliable prediction of future events.

Annualized, pro forma, projected and estimated numbers are used for illustrative purposes only, are not forecasts and may not reflect actual results.

This communication is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Symbotic or SoftBank and is not intended to form the basis of an investment decision in Symbotic or SoftBank. All subsequent written and oral forward-looking statements concerning Symbotic or SoftBank, the proposed Transactions or other matters and attributable to Symbotic or SoftBank or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

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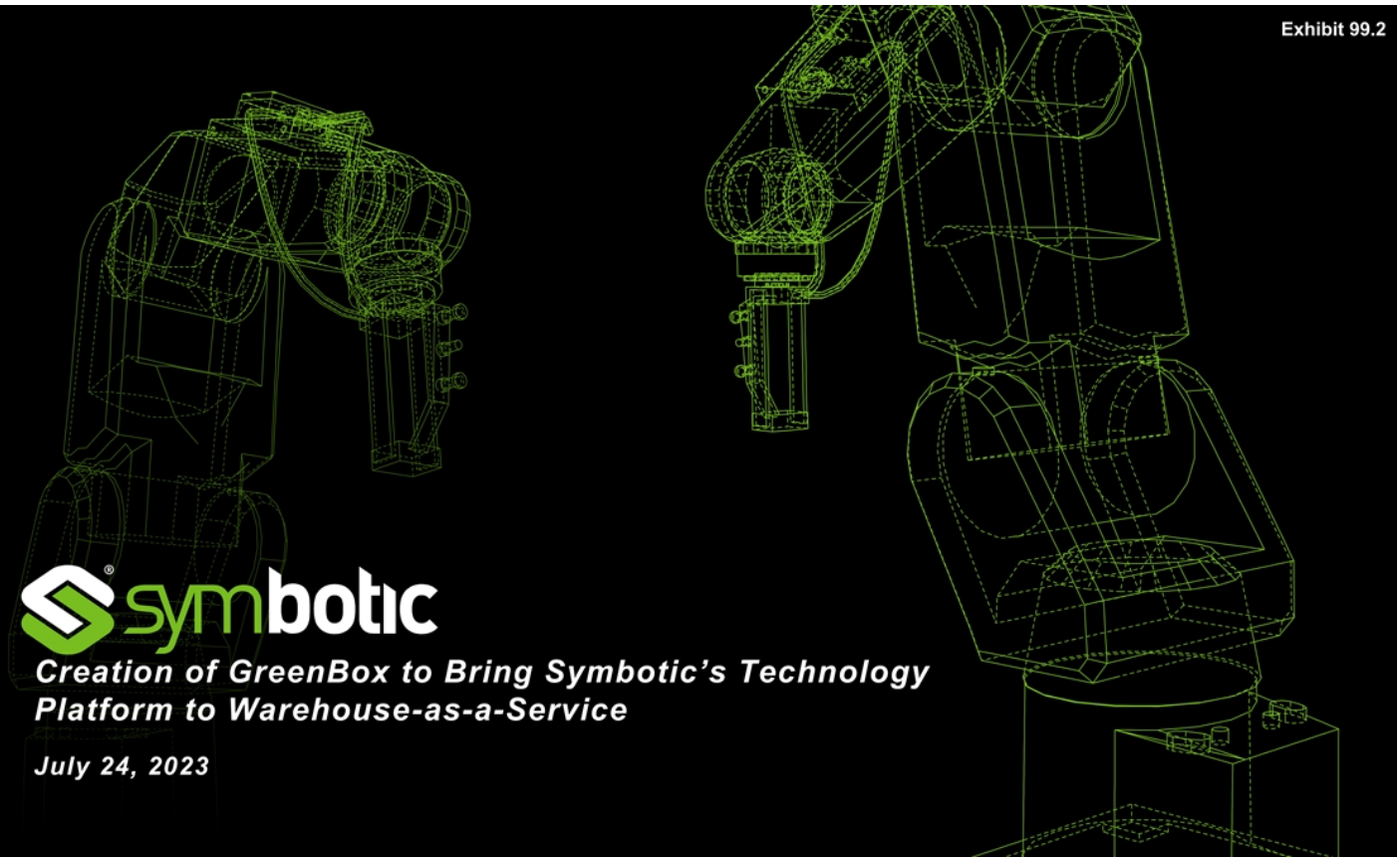
Exhibit 99.2



symbotic

# Creation of GreenBox to Bring Symbotic's Technology Platform to Warehouse-as-a-Service

*July 24, 2023*

# Disclaimer

**Cautionary Notes**

This presentation (together with the information and data contained herein, "Presentation") is for informational purposes only. No representations or warranties, express or implied, are given in, or in respect of, this Presentation or otherwise with respect to Symbotic, its affiliates or the transactions described herein (the "Transactions").

**Forward Looking Statements**

This Presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, but are not limited to, our expectations or predictions of future financial or business performance or conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions, business strategies, events, backlog, or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates," or "intends" or similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. Certain of these risks are identified and discussed in Symbotic's filings with the U.S. Securities and Exchange Commission (the "SEC"), including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained therein. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and Symbotic believes there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and Symbotic is under no obligation, and expressly disclaim any obligation, to update, alter or otherwise revise any forward- looking statement, whether as a result of new information, future events or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports, which Symbotic has filed or will file from time to time with the SEC.

In addition to factors previously disclosed in Symbotic's filings with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: failure to realize the benefits expected from the Transactions; business disruption following the Transactions; the occurrence of any event, change or other circumstance that could give rise to the termination of the agreements entered into in connection with the Transactions; the effect of the announcement of the Transactions on Symbotic's or SoftBank's business relationships, performance, and business generally; the amount of the costs, fees, expenses and other charges related to the Transactions; and other consequences associated with joint ventures and legislative and regulatory actions and reforms.

Any financial projections in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Symbotic's control. While all projections are necessarily speculative, Symbotic believes that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this communication should not be regarded as an indication that Symbotic, or its representatives, considered or consider the projections to be a reliable prediction of future events.

Annualized, pro forma, projected and estimated numbers are used for illustrative purposes only, are not forecasts and may not reflect actual results.

This Presentation is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Symbotic and is not intended to form the basis of an investment decision in Symbotic. All subsequent written and oral forward-looking statements concerning Symbotic, the proposed Transactions or other matters and attributable to Symbotic or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above.

**Use of Data**

The data contained herein is derived from various internal and external sources. The data involves many assumptions and limitations; therefore, there can be no guarantee as to the accuracy or reliability of such assumptions and you are cautioned not to give undue weight to the data. Further, no representation or warranty is made as to the reasonableness of the assumptions made within or the accuracy or completeness of any projections or modeling or any other information contained herein. Any data on past performance or modeling contained herein is not an indication as to future performance. Symbotic assumes no obligation to update the information in this Presentation.

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# $500B+ GreenBox Opportunity

## *Foundational Platform Technology Advantage Underpins GreenBox's Economic Model and Customer Value Proposition*

### GreenBox Customer Value Proposition

**Productivity and Economic Value**
Speed, accuracy and efficiency drives lower cost per case

**Flexible Access to Leading Automation**
Scalable, multi-tenant access lowers barriers to adoption

**SKU Agility and Inventory Optimization**
Enables servicing greater SKU complexity and customer demands

### GreenBox's Foundational Advantage

**Symbotic's Platform Technology**
Unrivaled system speed, throughput and accuracy

**Scaled Network**
Global network of automated warehouses

**JV Partner Expertise**
Deep expertise across warehouse automation technology

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# GreenBox Joint Venture Overview

# GreenBox Enables Significant New Incremental TAM for Symbotic

**Broader Access**

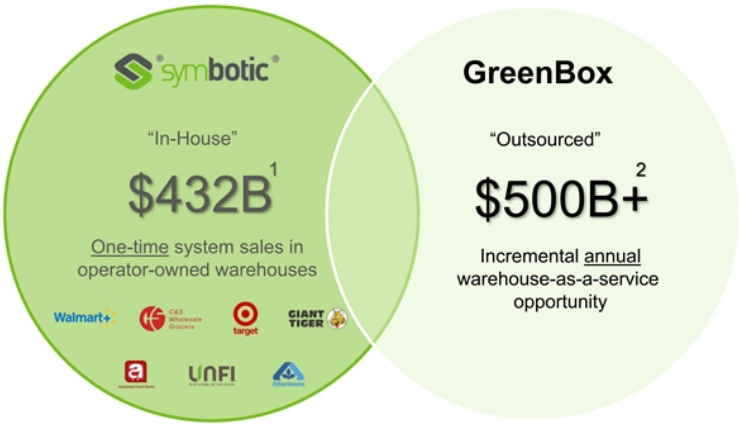
*To Symbotic technology and associated efficiencies demanded by customers*

**Customer Proof Points**

*GreenBox creates another powerful customer proof point for Symbotic*

**Long-Term Customer**

*First step in potential longer-term relationship with GreenBox*




**Attractive Tailwinds**

*Puts Symbotic at the center of growing logistics outsourcing trend*

**Cost Effective and Scalable**

*Enables attractive variable consumption model for customers*

**Provides Competitive Edge**

*Enables leading efficiency and accuracy for broader customer segment*

**GreenBox Offers Solution to Meet Customer Demand for Symbotic Systems on Alternative Consumption Model**

*[1] Current Symbotic SAM represents the aggregate across SAM-1 (U.S. general merchandise, ambient food & grocery, apparel), SAM-2 (U.S. CPG non-food, home improvement, auto parts, 3PL, non-ambient food) and SAM-3 (remaining U.S. verticals, all Canadian & European verticals), based on third-party consultant estimates. [2] Annual U.S. case throughput based on third-party consultant estimates.*

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# GreenBox Enhances Value for Symbotic Shareholders

- ✓ Addresses Broader Global Market Opportunity
- ✓ Enables Fastest and Most Efficient Market Penetration
- ✓ Predictable, Recurring Revenues at Higher Margins
- ✓ Strong Potential Economic Returns via 35% Ownership of GreenBox

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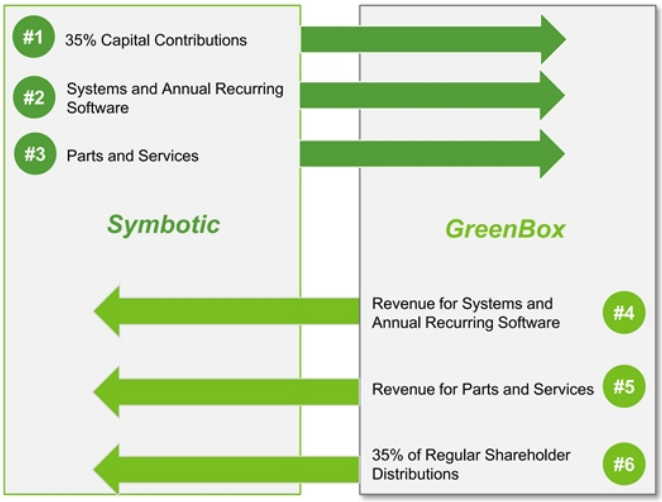
# GreenBox Contract and Financial Benefits

- **Summary of Contract**
  - GreenBox committed to purchase approximately ~$7.5 billion systems
  - Incremental backlog contribution approximately $11 billion, including annual recurring software
  - 6-year obligation to order systems with first order expected in FY2024
  - Systems priced on a cost-plus basis at improved Symbotic margins
- **Financial Benefits to Symbotic**
  - Extends growth trajectory of existing $12 billion backlog
  - Expect first system revenue to start in FY2024
  - Annual recurring software revenue per system begins once systems are operational
  - After Symbotic's initial $35 million pro rata capital contribution, the contract is expected to be accretive to Symbotic's annual free cash flow

**Illustrative Symbotic / GreenBox Transactions**

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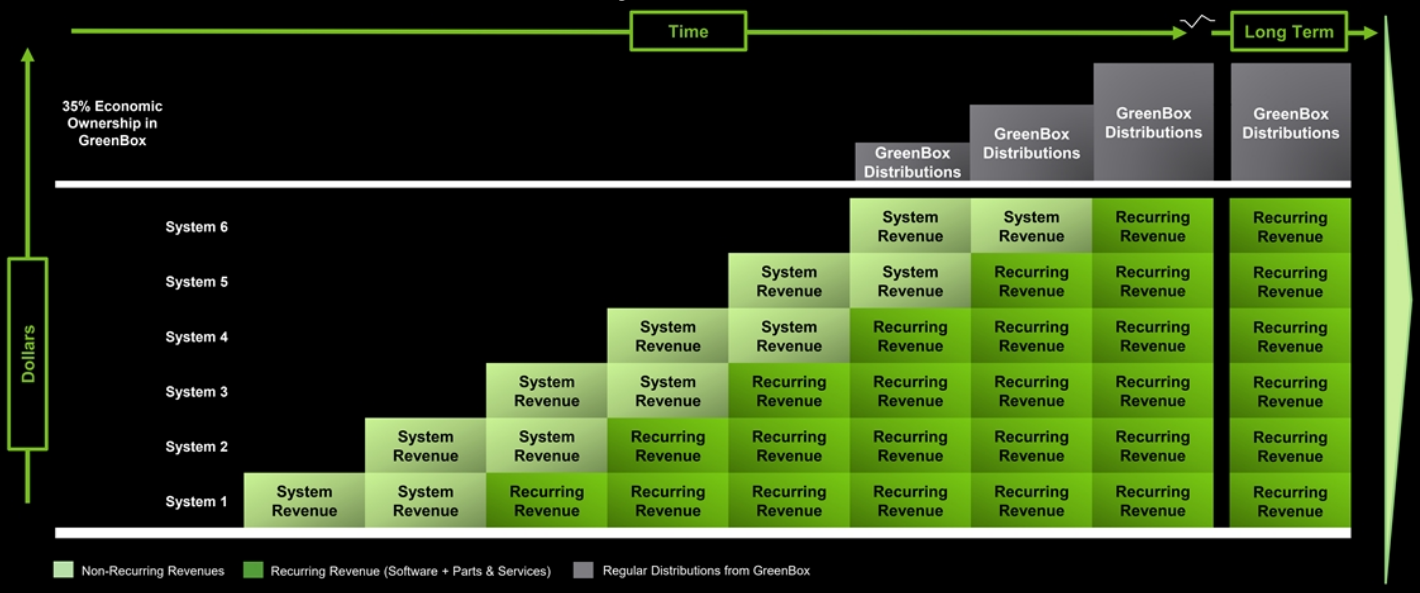
# Significant Recurring Revenue Opportunities for Symbotic

*Illustrative Revenue Waterfall to Symbotic Over Time Under GreenBox Contract*




*Note that timing of parts and services revenue, as well as GreenBox distributions, are illustrative only.*

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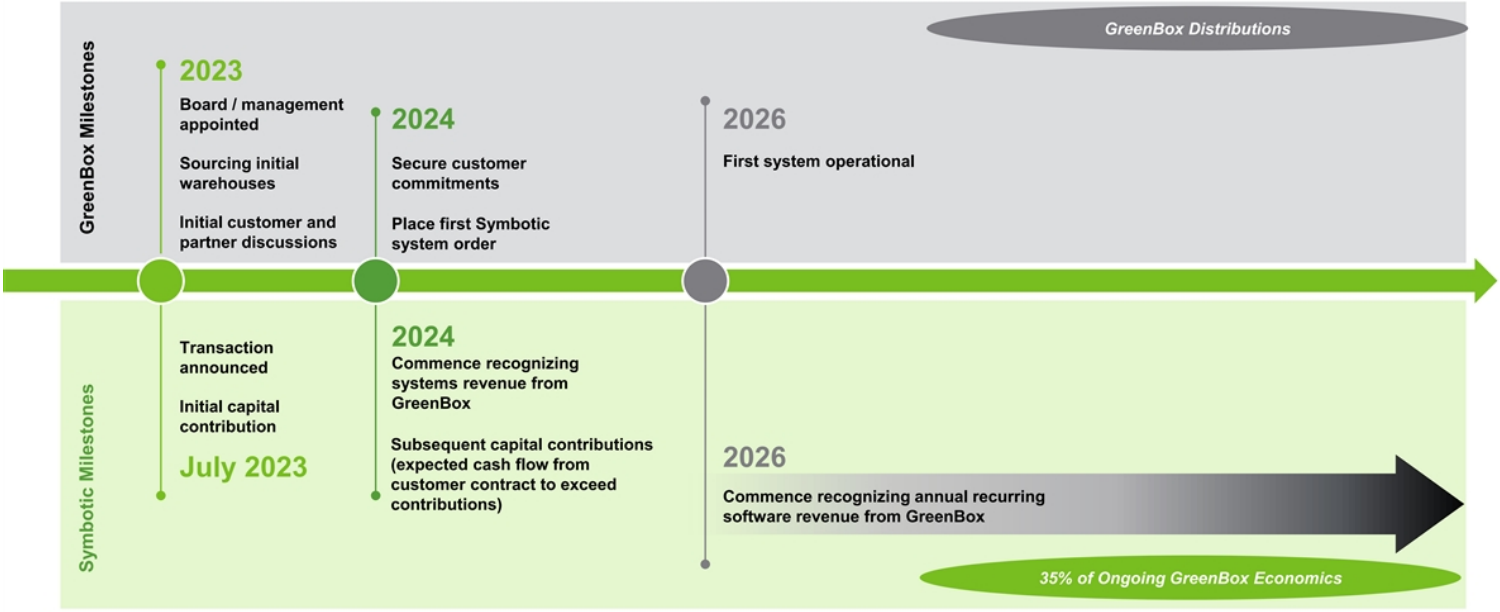
# Expected Operational Timeline of GreenBox

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- Transformative Warehouse-as-a-Service Offering
- Brings Symbotic to a Broader Customer Universe
- Unlocks $500B+ TAM
- Extends Backlog by $11B

symbotic

+

GB

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# Joint Venture Key Facts

- Symbotic's exclusive global warehouse-as-a-service partner
- Three-person Board of Managers: one nominated by each of Symbotic and SoftBank and one independent manager
- Intend to regularly distribute excess cash flow
- Management independent from Symbotic and SoftBank
- May consider capital structure optimization over time, including potential debt financing alternatives, which would reduce future member capital contributions
- Symbotic investment accounted under the equity method
- 2% of Symbotic stock on a fully-diluted basis issued to SoftBank in warrants that vest with contract milestones and full funding of SoftBank commitment; 6-year term at 45 trading day VWAP strike price[1]
- SoftBank has purchased approximately 17.8 million Symbotic shares in 100% secondary sale from Rick Cohen at Symbotic's 45 calendar day VWAP as of May 26, 2023[2]

*[1] Symbotic's 45 trading day volume-weighted average price as of July 21, 2023 is $41.9719*
*[2] Symbotic's 45- calendar day volume-weighted average price as of May 26, 2023 is $28.05*

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