

Engineered Arts — END USER LICENCE AGREEMENT

IMPORTANT — PLEASE READ CAREFULLY BEFORE INSTALLING, ACTIVATING OR USING THIS PRODUCT

This End User Licence Agreement (“Agreement”) is a legally binding contract between you (the “End Customer”) and Engineered Arts Limited (the “Manufacturer”). It governs your use of the robotic hardware and associated software supplied to you by or on behalf of the Manufacturer. By installing, activating, or otherwise using the Product, you confirm that you have read, understood, and agreed to be bound by the terms of this Agreement. If you do not agree, do not install or use the Product and contact the Manufacturer immediately.

1. PARTIES

1.1 This Agreement is entered into between:

- **The Manufacturer:** Engineered Arts Limited, a company incorporated in England and Wales with company number 05265468, whose registered office is at E1-E3 Church View Business Park, Bickland Water Road, Falmouth, Cornwall, UK TR11 4FZ (“Manufacturer”); and
- **The End Customer:** the legal entity or individual named in the Order Documentation who has purchased or otherwise acquired the Product (“End Customer” or “you”).

1.2 This Agreement is a direct contractual arrangement between the Manufacturer and the End Customer. It governs the terms on which the Manufacturer grants the End Customer a licence to use the Software and sets out each party’s rights and obligations in relation to the Product.

1.3 The End Customer may have acquired the Product through an authorised distributor or reseller of the Manufacturer. Any such commercial arrangement is entirely separate from this Agreement. The Manufacturer’s obligations under this Agreement are owed directly to the End Customer and are independent of any arrangement between the End Customer and any such distributor or reseller.

2. DEFINITIONS

In this Agreement, the following terms have the meanings set out below:

Data Processing Agreement or DPA	The data processing agreement as referenced in Clause 10.1 of this Agreement.
Data Protection Legislation	All applicable laws and regulations relating to the processing of personal data and privacy, including (where applicable) the UK GDPR, the Data Protection Act 2018, the EU GDPR (Regulation (EU) 2016/679), and any national implementing legislation, as amended or replaced from time to time.
Documentation	The technical manuals, user guides, integration specifications, and release notes provided in relation to the Product, as updated from time to time.
End Customer Site	The physical location(s) at which the End Customer deploys and operates the Product.
Firmware	Software embedded in or loaded onto the Hardware that controls its operation, including any updates or patches issued by the Manufacturer.
Hardware	The physical robotic equipment and associated components supplied to the End Customer as described in the Order Documentation.

Intellectual Property Rights	All patents, utility models, rights to inventions, copyright, trade marks, service marks, trade names, domain names, rights in get-up and trade dress, goodwill, rights in computer software, database rights, rights to use confidential information, and any other intellectual property rights, whether registered or unregistered, and including all applications for, renewals of, or extensions to such rights.
Licence Key	Any software licence key, activation code, or authentication token required to activate or operate the Software.
Order Documentation	The purchase order, order confirmation, statement of work, and/or quotation issued by or agreed with the Manufacturer (or its authorised distributor or reseller) and accepted by the End Customer.
Product	The Hardware and Software together, as described in the Order Documentation, including all components, peripherals, Documentation, and updates provided under this Agreement.
Purpose	The Authorised Purpose (if any) as described in the Order Documentation.
Software	All software (including Tritium, Firmware, applications, APIs, and interfaces) supplied by the Manufacturer as part of the Product or subsequently provided to the End Customer under this Agreement, in object code form.
Technical Issue	Any defect, fault, error, or failure arising in or affecting the Product, whether in Hardware, Software, or their integration.
Third Party Services	Means software, platforms, or content owned or operated by third parties. Such Third Party Services may include, without limitation, APIs, data feeds, plug-ins, hosted applications, and artificial intelligence or machine learning services, models, or platforms (" Third Party AI Services ") provided by third party vendors.
Tritium	The Manufacturer's proprietary robotic control software.
Update	Any bug fix, patch, minor version release, or security update to the Software or Firmware issued by the Manufacturer from time to time.
Upgrade	Any major new version release of the Software offering materially new functionality, which may be subject to additional licensing terms.

3. LICENCE GRANT

3.1 Subject to the terms of this Agreement and payment of all applicable fees, the Manufacturer hereby grants to the End Customer a non-exclusive, non-transferable, non-sublicensable licence to:

- use the Software solely on or in conjunction with the Hardware supplied under the Order Documentation; and
- use the Documentation internally in connection with the permitted use of the Product.

3.2 The End Customer shall not, and shall procure that its employees, contractors, and agents do not:

- copy, modify, adapt, translate, reverse engineer, disassemble, decompile, or create derivative works of the Software or Firmware, except to the extent expressly permitted by applicable law and then only after notifying the Manufacturer in writing;
- remove, obscure, or alter any proprietary notices, labels, or marks on the Hardware or within the Software;
- sublicense, resell, rent, lease, loan, transfer, assign, or otherwise make the Software or Hardware available to any third party;
- circumvent or attempt to circumvent any access controls, Licence Key mechanisms, or usage restrictions;

- use the Product in any way that could damage, overload, impair, or otherwise negatively affect the Product or any network connected to it; or
- export or re-export the Product in violation of any applicable export control laws or regulations.

3.3 Access to Third Party Services The Manufacturer may, as part of or in connection with the Software, provide the End Customer with access to or integration with Third Party Services, which the End Customer elects to use. The End Customer acknowledges and agrees that:

- Third Party Services (including Third Party AI Services) are provided by independent third parties over whom the Manufacturer has no control, and the Manufacturer makes no representations, warranties, or guarantees of any kind regarding the availability, quality, accuracy, security, or fitness for purpose of any Third Party Services, including any AI outputs;
- The Manufacturer shall have no liability whatsoever arising from or in connection with the End Customer's access to or use of any Third Party Services, including any loss or damage arising from interruption, suspension, or discontinuation of such services. Without prejudice to the generality of this clause, the End Customer specifically acknowledges that data submitted to Third Party AI Services may be processed, stored, or used for model training or improvement purposes by the relevant third party provider, subject to that provider's terms and policies. The End Customer is solely responsible for ensuring that any data it submits to Third Party AI Services is appropriate for such processing;
- **Direct Contractual Relationship.** The End Customer shall be solely responsible for: (i) entering into and complying with any terms of service, licence agreements, acceptable use policies, or other contractual arrangements required by the relevant third party provider ("Third Party Terms"), including those of any Third Party AI Services provider; (ii) paying any fees or charges levied directly by third party providers; and (iii) ensuring that its use of the Third Party Services complies with all applicable Third Party Terms and applicable law, including any acceptable use policies governing permitted and prohibited uses of AI models or platforms.
- **Consequential Effects on the Services.** The Manufacturer reserves the right to modify, suspend, or discontinue any integration with or access to Third Party Services (including Third Party AI Services) at any time, including where a third party provider withdraws, amends, or restricts its services, APIs, or model availability. The Manufacturer shall not be liable for any impact on the services or the End Customer's operations resulting from such modification, suspension, or discontinuation.

4. HARDWARE — TITLE, RISK AND PERMITTED USE

4.1 Title to and risk in the Hardware passes to the End Customer in accordance with the terms of the Order Documentation and, unless otherwise stated, upon delivery to the End Customer Site.

4.2 The End Customer shall:

- install, operate, and maintain the Hardware strictly in accordance with the Documentation and any instructions provided by the Manufacturer;
- not modify, dismantle, or attempt to repair the Hardware except as expressly authorised by the Manufacturer in writing;
- ensure the operating environment at the End Customer Site meets the environmental, power, and safety specifications set out in the Documentation;
- implement and maintain all health and safety measures required by applicable law in relation to the operation of robotic equipment; and
- promptly notify the Manufacturer of any Hardware fault, damage, or safety concern.

4.3 Unauthorised modification of the Hardware will void any applicable warranty and may invalidate applicable safety certifications. The End Customer assumes all liability for any damage, injury, or loss arising from such modification.

5. SOFTWARE — UPDATES AND UPGRADES

- 5.1** The Manufacturer shall make Updates available to the End Customer from time to time. The Manufacturer will notify the End Customer of available Updates through the support portal or such other channel as the Manufacturer designates.
- 5.2** The End Customer shall cooperate with the Manufacturer to facilitate the timely deployment of Updates, including providing remote access where required and maintaining system environments compatible with current specifications.
- 5.3** The Manufacturer reserves the right to cease providing Updates for any version of the Software that is more than two (2) major version releases behind the current release. The Manufacturer will provide the End Customer with no less than THREE (3) months' written notice before such support is withdrawn.
- 5.4** Upgrades are not included under this Agreement. The Manufacturer may make Upgrades available on separate commercial terms.
- 5.5** The End Customer shall not install any software, firmware, or modification to the Hardware that has not been approved in writing by the Manufacturer, as doing so may compromise Product integrity, safety, or warranty coverage.

6. CUSTOMER OBLIGATIONS

- 6.1** The End Customer shall not, and shall ensure that its employees, agents, contractors, and sub-contractors do not:
- Represent to any person that it is an agent, sole distributor, or exclusive distributor of the Manufacturer, or hold itself out as having any authority to act on behalf of, or bind, the Manufacturer in any way.
 - Rent, lease, lend, share, resell, or otherwise permit or facilitate use of the Product or any related services by any third party, whether for commercial gain or otherwise, without the Manufacturer's prior written consent. For the avoidance of doubt, this restriction does not prevent the End Customer's own employees, agents, and contractors from using the Product in the ordinary course of the End Customer's business at the End Customer Site(s).
 - Otherwise incur, or purport to incur, any liability or potential liability on behalf of the Manufacturer, including by making statements, representations, or commitments that could give rise to claims against the Manufacturer.
- 6.2 Reputation and Goodwill.** The End Customer shall not take any action, or omit to take any action, which would or would be likely to damage the reputation or goodwill of the Manufacturer through the End Customer's use of the Products, or bring the Manufacturer into disrepute, including through any public statement, social media activity, press release, or commercial conduct associated with the use of the Product.
- 6.3 Representations and Warranties Regarding the Product.** The End Customer shall not, without the Manufacturer's prior written consent, make or give any promises, representations, warranties, or guarantees to any third party on behalf of the Manufacturer, or in relation to the Product or any associated services, other than those expressly set out in this Agreement, the Order Documentation, or as otherwise mandatory under applicable law. The End Customer acknowledges that only the Manufacturer (or its expressly authorised representatives) may make binding representations about the specification, performance, or suitability of the Product.
- 6.4 Regulatory and Legal Compliance.** The End Customer must comply with all applicable laws, rules, and regulations relating to, and must obtain all licences, permits, and approvals required in connection with: (i) the marketing, promotion, and advertising of the Product (if any, and only to the extent permitted under clause 6.6); (ii) the import, export, distribution, sale, supply, and delivery of the Product; and (iii) the operation of robotic and automated equipment at the End Customer Site(s), including applicable health and safety, environmental, and sector-specific regulatory requirements. The End Customer shall promptly notify the Manufacturer if it becomes aware that any required licence, permit, or approval has been refused, suspended, or revoked.
- 6.5 No Modification, Disassembly or Reverse Engineering.** The End Customer shall not, without the Manufacturer's prior written consent: (i) alter, modify, adapt, or make derivative works of the Product (whether Hardware or Software); (ii) disassemble, decompile, or reverse engineer any part of the Product; or (iii) remove, bypass, or tamper with any component, seal, security feature, or access control forming part of the Product, except where, and solely to the extent that, such activity is expressly mandated by applicable law and cannot be excluded by contract. In such cases, the End Customer shall

provide the Manufacturer with prior written notice and shall not disclose any information obtained through such activity to any third party.

6.6 No Third-Party Brand Promotion. The End Customer shall not, without the Manufacturer's prior written consent, use the Product (or any image, footage, or representation of the Product) to promote, advertise, or endorse any third-party brand, product, or service. This restriction applies whether the promotion is commercial, editorial, or otherwise, and includes use in marketing materials, case studies, advertising campaigns, and social media content.

6.7 Prohibited Sectors and Activities. The End Customer shall not, without the Manufacturer's prior written consent, use the Product in connection with any of the following activities:

- military operations, defence contracting, or weapons development, manufacture, or deployment;
- offensive cyber operations or electronic warfare;
- surveillance, intelligence gathering, or covert monitoring activities;
- weaponisation or adaptation of the Product to cause harm to persons or property;
- political campaigning, electioneering, or any activity intended to influence a political process, or
- residential or personal consumer use.

whether directly or indirectly, and whether on behalf of a government, political organisation, private entity, or any other person. The End Customer acknowledges that use in the above sectors may be subject to mandatory export control, licensing, or other regulatory requirements in addition to this restriction.

6.8 No Commercial Exploitation of Manufacturer's Intellectual Property. The End Customer does not receive, and shall not purport to exercise, any right to commercially exploit any brand, trade mark, copyright, design right, or other Intellectual Property Right owned by or licensed to the Manufacturer. Without limiting the foregoing, the End Customer shall not: (i) use the Manufacturer's name, logo, trade marks, or branding in any commercial context without prior written approval from the Manufacturer; (ii) register or attempt to register any trade mark, domain name, or other right that is identical or confusingly similar to any of the Manufacturer's Intellectual Property Rights; or (iii) create or distribute merchandise, products, or services that incorporate or are derived from the Manufacturer's Intellectual Property Rights. Any approved use of the Manufacturer's branding shall be strictly in accordance with the Manufacturer's brand guidelines as notified to the End Customer from time to time.

6.9 Breach and Consequences. Any breach of this clause 6 by the End Customer shall: (i) constitute a material breach of this Agreement entitling the Manufacturer to terminate the Agreement with immediate effect; and (ii) not affect any accrued rights or remedies of the Manufacturer arising from such breach. The End Customer shall indemnify, defend, and hold harmless the Manufacturer from and against any and all losses, damages, costs, and expenses (including reasonable legal fees) arising from or in connection with any breach of this clause 6 by the End Customer or any of its employees, agents, or contractors.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in and to the Software, Firmware, Documentation, and any part of the Hardware designed or developed by the Manufacturer remain vested in the Manufacturer (or its licensors). This Agreement does not transfer any Intellectual Property Rights to the End Customer.

7.2 The End Customer acknowledges that the Software is licensed, not sold, and that the licence granted under clause 3.1 is the full extent of the End Customer's rights in relation to the Software.

7.3 If the End Customer becomes aware of any actual or threatened infringement of the Manufacturer's Intellectual Property Rights, the End Customer shall promptly notify the Manufacturer directly, providing reasonable detail of the suspected infringement.

7.4 If any claim is brought against the End Customer alleging that its authorised use of the Software infringes a third party's intellectual property rights, the End Customer shall promptly notify the Manufacturer in writing. The Manufacturer may, at its sole option, defend or settle such claim, and the End Customer shall provide reasonable cooperation and assistance in connection with any such defence.

8 .DATA PROTECTION

8.1 Any personal data processed in connection with this Agreement shall be dealt with as follows. The Manufacturer's processing as controller is governed by its Privacy Policy, available at [EA Privacy Policy](#) as updated from time to time and the [Data Processing Addendum](#) each of which is incorporated into this Agreement by reference. By accepting this Agreement, the End Customer agrees to the terms of both documents

8.2 End Customer's Controller Obligations

Where the End Customer acts as controller of personal data processed by or through the Product, the End Customer warrants and undertakes that:

- it has identified and relies upon a lawful basis under applicable Data Protection Legislation for all processing of personal data carried out by or through the Product in the course of its operations;
- it has provided all required notices to, and obtained all required consents from, data subjects whose personal data may be processed in connection with the Product, including in relation to any visual, audio, or biometric data that the Product may capture;
- it will comply at all times with applicable Data Protection Legislation in connection with its use of the Product; and
- any processing instructions it provides to the Manufacturer will be lawful and will not require the Manufacturer to breach any applicable Data Protection Legislation. The End Customer shall indemnify the Manufacturer against any losses, claims, or regulatory action arising from a failure to comply with this clause 10.4.

8.3 Operational Data

The Product may collect operational and telemetry data relating to Product performance, usage patterns, fault conditions, and environmental conditions ("Operational Data"). The Manufacturer may use Operational Data to:

- diagnose and resolve Technical Issues;
- improve Product performance and safety;
- plan Software and Firmware updates; and
- fulfil regulatory or safety reporting obligations.

To the extent Operational Data constitutes or contains personal data, the provisions of clauses 8.1 and 8.2 apply as applicable depending on the context of the processing.

8.4 Business Data

The End Customer retains ownership of all business data generated by or input into the Product that does not constitute Operational Data. The Manufacturer shall not use such data for any purpose other than the provision of services under this Agreement without the End Customer's prior written consent.

8.5 Third Party Services

Where the End Customer accesses Third Party Services (including Third Party AI Services) through or in connection with the Product, data submitted to such services will be processed in accordance with the relevant third-party provider's own terms and privacy policies. The Manufacturer has no control over, and accepts no liability for, any processing of personal data by third-party providers. The End Customer is solely responsible for ensuring that its use of Third Party Services complies with applicable Data Protection Legislation.

9. WARRANTIES

9.1 Manufacturer's Hardware Warranty

The Hardware warranty is detailed in the Order Documentation.

9.2 Manufacturer's Software Warranty

The Manufacturer warrants that, for a period of THIRTY (30) DAYS from the date the End Customer first uses the Product ("Software Warranty Period"), the Software will perform in material accordance with the Documentation. The End Customer's sole remedy for breach of this warranty is, at the Manufacturer's option, correction of the defect or replacement of the Software.

9.3 Warranty Exclusions

The warranties set out in Clauses 9.1 and 9.2 shall not apply, and the Manufacturer accepts no liability for any defect, failure, or non-conformance in the Software, Hardware, or Firmware arising from: (a) use of the Software, Hardware, or Firmware other than in accordance with the Documentation or the Manufacturer's reasonable instructions; (b) any modification, customisation, alteration, or repair of the Software, Hardware, or Firmware by any person other than the Manufacturer or its authorised representatives or in accordance with the Manufacturer's written instructions; (c) combination or use of the Software, Hardware, or Firmware with any hardware, software, peripheral, or service not supplied or approved by the Manufacturer; (d) physical damage, misuse, neglect, accidental damage, or exposure to conditions outside the Manufacturer's published operating specifications, including excessive heat, moisture, or power fluctuations; (e) fair wear and tear in respect of the Hardware; (f) the End User's infrastructure, operating environment, or third party systems; (g) any act or omission of the End User or any third party, including unauthorised attempts to repair, open, or modify the Hardware; or (h) any cause beyond the Manufacturer's reasonable control. The Software, Hardware, and Firmware are provided "as is" to the extent permitted by Applicable Law, and all implied warranties, conditions, and terms — including as to satisfactory quality, fitness for purpose, and non-infringement — are excluded to the fullest extent permitted by law.

9.4 Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THIS CLAUSE 9, THE MANUFACTURER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION. THE PRODUCT IS PROVIDED SUBJECT ONLY TO THE WARRANTIES EXPRESSLY STATED HEREIN.

AI Disclaimer. The End Customer acknowledges that certain parts of the service use artificial intelligence or machine learning functionality, which by nature is probabilistic and may produce variable or unexpected results. The Manufacturer does not warrant that AI outputs will be accurate, complete, free from bias, or fit for the End Customer's particular use. The End Customer is solely responsible for reviewing and validating AI outputs prior to reliance or operational use.

10. LIMITATION OF LIABILITY

10.1 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

10.2 SUBJECT TO CLAUSE 10.1, THE MANUFACTURER'S TOTAL AGGREGATE LIABILITY TO THE END CUSTOMER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF: (A) THE TOTAL FEES PAID BY THE END CUSTOMER TO THE MANUFACTURER (OR ITS AUTHORISED DISTRIBUTOR) FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM;

10.3 SUBJECT TO CLAUSE 10.1, IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR:

- LOSS OF PROFITS, REVENUE, OR ANTICIPATED SAVINGS;
- LOSS OF BUSINESS OR CONTRACTS;
- LOSS OF GOODWILL OR REPUTATION;
- LOSS OR CORRUPTION OF DATA;

- BUSINESS INTERRUPTION; OR
- ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY LOSS OR DAMAGE,

WHETHER OR NOT SUCH LOSSES WERE FORESEEABLE OR THE MANUFACTURER HAD BEEN ADVISED OF THEIR POSSIBILITY.

11.CONFIDENTIALITY

11.1 Each party agrees to keep confidential all Confidential Information received from the other party under or in connection with this Agreement, and shall not disclose it to any third party without the disclosing party's prior written consent, except:

- to those of its employees, contractors, and professional advisers who need to know it for the purposes of this Agreement and who are bound by equivalent confidentiality obligations;
- as required by applicable law, court order, or regulatory authority, provided that the receiving party gives the disclosing party maximum practicable prior notice and cooperates with any request to seek confidential treatment; or
- where the information has entered the public domain through no fault of the receiving party.

11.2 "Confidential Information" means all information disclosed by one party to the other that is identified as confidential or that ought reasonably to be understood to be confidential given its nature and the circumstances, including product designs, source code, pricing, business strategies, and customer data. It does not include information that was already in the receiving party's possession without obligation of confidence prior to disclosure.

11.3 The obligations of this clause 11 shall survive termination or expiry of this Agreement for a period of five (5) years.

12. TERM AND TERMINATION

12.1 This Agreement commences on the date the End Customer first installs or uses the Product and continues for the period specified in the Order Documentation, or if no period is specified, indefinitely, subject to termination in accordance with this clause 12.

12.2 Either party may terminate this Agreement immediately on written notice if the other party:

- commits a material breach of this Agreement that is incapable of remedy;
- commits a material breach that is capable of remedy and fails to remedy it within thirty (30) days of written notice requiring it to do so; or
- becomes insolvent, enters administration, is wound up, or has a receiver or administrator appointed over any part of its assets.

12.3 The Manufacturer may terminate this Agreement immediately on written notice to the End Customer if the End Customer is in material breach of the licence restrictions in clause 3 or the customer obligations in clause 6.

12.4 On termination or expiry of this Agreement for any reason:

- all licences granted under this Agreement cease immediately;
- the End Customer shall promptly delete or, at the Manufacturer's request, return all copies of the Software in its possession or control;
- the parties' obligations under the DPA with respect to the return or deletion of personal data processed as processor shall continue to apply in accordance with the terms of the DPA;
- any provisions of this Agreement that by their nature should survive termination shall do so, including clauses 6, 7, 10, 12, 13, and 15; and
- termination shall not affect any accrued rights or remedies of either party.

13. GENERAL PROVISIONS

- 13.1 Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, except that either party may seek interim or injunctive relief in any court of competent jurisdiction.
- 13.2 Entire Agreement.** This Agreement, together with the Order Documentation, Schedules, Privacy Policy, and (where applicable) the DPA, constitutes the entire agreement between the Manufacturer and the End Customer in relation to the Product and supersedes all prior representations, agreements, negotiations, and understandings. Each party acknowledges that it has not relied on any representation not set out in this Agreement.
- 13.3 Variations.** No variation to this Agreement shall be effective unless agreed in writing and signed by authorised representatives of both parties.
- 13.4 Waiver.** No failure or delay by any party to exercise any right or remedy shall constitute a waiver of that right or remedy.
- 13.5 Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 13.6 Assignment.** The End Customer may not assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Manufacturer. The Manufacturer may assign or novate this Agreement to any successor entity or in connection with a corporate restructuring on not less than thirty (30) days' written notice.
- 13.7 Notices.** All notices under this Agreement shall be in writing and delivered by email with read receipt or by recorded post to the addresses set out in the Order Documentation or such other address as a party may notify in writing from time to time.
- 13.8 Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations to the extent caused by events beyond its reasonable control, including acts of God, pandemic, war, civil unrest, government action, or telecommunications failure, provided that the affected party notifies the other promptly and uses reasonable endeavours to mitigate the impact.
- 13.9 Third Party Rights.** Except as expressly provided, no term of this Agreement is enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.
- 13.10 Compliance with Law.** The End Customer shall comply with all applicable laws and regulations in relation to its use of the Product, including data protection, health and safety, export control, and sector-specific regulatory requirements.
- 13.11 Audit Rights.** The Manufacturer reserves the right, on not less than ten (10) Business Days' written notice, to audit the End Customer's use of the Product to verify compliance with the licence terms. Such audit shall be conducted during normal business hours and with minimum disruption to the End Customer's operations.

EXECUTION

By signing below, or by installing or using the Product, the End Customer confirms that it has read, understood, and agrees to be bound by the terms of this Agreement.

Signed for and on behalf of
ENGINEERED ARTS LIMITED

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of
The End Customer

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1 — ACCEPTABLE USE POLICY

This Acceptable Use Policy supplements clause 6 of this Agreement. The End Customer shall ensure that the Product is used in accordance with this Policy at all times. Breach of this Policy constitutes a material breach of the Agreement.

1. Permitted Uses

- Operation of the Product for the Authorised Purpose at the End Customer Site(s) specified in the Order Documentation.
- Integration with systems and environments that meet the minimum specifications set out in the Documentation.
- Use by trained personnel who have completed onboarding training provided or approved by the Manufacturer.

2. Prohibited Uses — Summary

The following are prohibited without the Manufacturer's prior written consent. Full restrictions are set out in clause 6:

- Operating the Product outside its rated specifications (temperature, humidity, load, surface type, etc.).
- Use in any safety-critical application (including medical, nuclear, aviation, or military) without express written authorisation.
- Operation by untrained or unqualified personnel.
- Renting, lending, or permitting use by any third party outside the End Customer's own organisation.
- Connecting the Product to any network or system not approved by the Manufacturer.
- Modification, disassembly, or reverse engineering of the Product.
- Use to promote any third-party brand or product.
- Use in connection with military, defence, weaponry, offensive surveillance, or political activities.
- Medical diagnosis or treatment without appropriate regulatory clearances.
- Commercial exploitation of the Manufacturer's brand, trade marks, copyright, or other Intellectual Property Rights.
- Making representations, warranties, or guarantees on behalf of the Manufacturer.
- Any action likely to damage the Manufacturer's reputation or goodwill.

3. Safety Obligations

- The End Customer must implement and maintain all health and safety measures required by applicable law.
- All personnel working in proximity to the Product must be briefed on applicable safety procedures.
- The End Customer must not override, disable, or bypass any safety feature of the Product.
- Any safety incident or near-miss must be reported to the Manufacturer within 24 hours and to any relevant regulatory authority as required by law.