

MASTER SERVICES TERMS

BY SIGNING UP TO THE PORTAL, YOU ACCEPT THESE TERMS WHICH BIND YOU.

PLEASE ENSURE THAT YOU HAVE READ CLAUSE 16 CAREFULLY REGARDING THE
LIMITATION OF OUR LIABILITY.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement (as defined below):

“Administrator”	a person or persons nominated by the Customer on the Portal to manage the Customer’s account on the Portal and to appoint and/or allocate Licenses as permitted in accordance with the Licence Terms.
“Agreement”	the documentation forming the agreement between the parties for the Services being: <ul style="list-style-type: none">(i) these Master Services Terms;(ii) all active Service-Specific Terms (both as amended by the Special Conditions); and(iii) any Special Conditions Notice.
“Applicable Laws”	all applicable laws, statutes, regulation and codes from time to time in force.
“Available Services”	any services offered by HAL Robotics for purchase by way of Service-Specific Terms (for the avoidance of doubt, this excludes Licenses).
“Business Day”	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
“Business Hours”	between 9am to 5pm (GMT) on a Business Day.
“Charges”	the sums payable for the Services, including any fees payable for Licenses, additional costs and/or third party costs set out in the Service-Specific Terms.
“Commencement Date”	the date on which you have registered for an account on the Portal and therefore accepted the Master Services Terms.
“Confidential Information”	any confidential information (however recorded or preserved): <ul style="list-style-type: none">(i) concerning the business, affairs, clients, customers or suppliers of the other party or of any member of the Group to which the other party belongs;(ii) as disclosed by a party or its representatives (being its employees, officers, agents, contractors, subcontractors, advisers or other representatives) involved in the provision or receipt of the Services to or by a party or that party’s representatives in connection with the Agreement; or(iii) either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.
“control”	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the

		<p>direction of the general management of the company, and “controls”, “controlled”, “controlling” and the expression “change of control” shall be construed accordingly.</p>
“Customer Materials”		<p>all documents, data, information, items, materials in any form, whether owned by the Customer, its End Users or a third party, which are provided by the Customer to HAL Robotics in connection with the Services or otherwise input into the Portal. The Customer Materials shall include such information relating to the Customer’s machinery and robotics for which the Services are provided.</p>
“Customer Personal Data”		<p>any personal data which HAL Robotics processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.</p>
“Customer Systems”		<p>any software, systems, technologies, platforms, code, equipment, tools, infrastructure, cabling or facilities, provided by or used by the Customer, its agents, subcontractors or consultants (excluding HAL Robotics) which is directly or indirectly subject to the Services.</p>
“Customer or you”		<p>the trader who is the recipient of the Services and as more particularly identified at the point of sign up to the Portal and as identified on the invoices.</p>
“Data Protection Legislation”	Protection	<p>the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, including but not limited to the UK GDPR and the Data Protection Act 2018.</p>
“Duration”		<p>with respect to the relevant Services, as detailed within the Licence Terms or the applicable Service-Specific Terms.</p>
“Effective Date”		<p>with respect to:</p> <ul style="list-style-type: none"> (i) the grant of access to, and use by the Customer of, the Licence, the Commencement Date; or (ii) each of the other Services, the start date of a particular Service as determined by the applicable Service-Specific Terms or, if no such date is specified, as specified by HAL Robotics.
“End User”		<p>employees, officers or students (if an academic institution) of the Customer who are authorised to use the Portal as determined by the Customer and/or HAL Robotics in accordance with these Master Service Terms. For the avoidance of doubt, the Administrator shall be deemed an End User.</p>
“EULA”		<p>HAL Robotics’ End User Licence Agreement: https://hal-robotics.com/terms/EULA.pdf, as updated from time to time, and accessible via the Website.</p>
“Group”		<p>in relation to the party, any entity that directly or indirectly controls, or is controlled by, that party from time to time and any subsidiary or holding company from time to time.</p>
“HAL Robotics Materials”		<p>all documents, information, software, technology, items and materials in any form (including YouTube videos), whether owned by HAL Robotics or a third party, which are provided by</p>

		HAL Robotics (or on HAL Robotics behalf by a third party) to the Customer in connection with the Services.
“HAL Robotics”		HAL Robotics Ltd of Pill Box, 115 Coventry Road, London, England, E2 6GG with registered company number 09251995.
“HAL Robotics Software”		a selection of distinct software tools each available for purchase by way of licence via the Portal in accordance with the applicable licence fees and Licence Terms, including but not limited to: <ul style="list-style-type: none"> (i) Decode; (ii) Grasshopper SDK; and (iii) the API Tool.
“Intellectual Rights”	Property	patents, rights to inventions, copyright, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Licence or Licenses”		a valid licence purchased by (or for and on behalf of) the Customer for HAL Robotics Software.
“Licence Terms”		the terms and conditions that apply specifically to use of any HAL Robotics Software.
“Open Source Software”		any software programs which are licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition which can be found at https://opensource.org/docs/definition.php
“parties”		means HAL Robotics and the Customer, and reference to a “party” shall be to each of them.
“Portal”		the platform entitled HAL Robotics accessible via: https://user.hal-robotics.com/ subject to any limit or restriction as HAL Robotics may require from time to time.
“Privacy Policy”		HAL Robotics’ Privacy Policy, as updated from time to time, and accessible via the Website.
“Services”		the services which may be provided by HAL Robotics to the Customer in accordance with this Agreement and any applicable Licence Terms or Service-Specific Terms, including works which are incidental or ancillary to the Services and any variation of the same in accordance with this Agreement.
“Service-Specific Terms”		the terms and conditions marked as such which are specific to the relevant Services provided by HAL Robotics as agreed in accordance with clause 5 and as varied from time to time in accordance with this Agreement.
“Special Condition”		any ‘Special Conditions’ agreed separately by HAL Robotics and the Customer by way of a Special Conditions Notice

and/or as contained in Service-Specific Terms.

“Special Conditions Notice” a document marked as such, issued by HAL Robotics and agreed by the parties, with the purpose of overriding, replacing or removing specific clauses from the identified parts of this Agreement, which may include the Master Services Terms or Licence Terms.

“Third Party Rights” the Intellectual Property Rights, Open-Source Software or software programs proprietary to third parties which are used in respect of the Services with or without modification.

“UK GDPR” has the meaning given to it in the Data Protection Act 2018.

“VAT” any value-added tax, goods and services tax, or similar indirect tax imposed in any jurisdiction, including, where applicable, the EU One-Stop Shop (OSS) scheme for digital services.

“Website” hal-robotics.com or such other domain used by HAL Robotics from time to time.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to all genders.
- 1.3 A reference to a statute is a reference to it as amended, extended or re-enacted from time to time and all subordinate legislation made from time to time under that statute.
- 1.4 A reference to **“writing”** or **“written”** includes email but not:
 - 1.4.1 fax
 - 1.4.2 instant messaging; or
 - 1.4.3 any internet messaging platform or service.
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6 Any words following the terms **“including”**, **“include”**, **“in particular”**, **“for example”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.
- 1.8 Unless expressly stated otherwise, references to:
 - 1.8.1 a **“clause”** is to a clause of these Master Services Terms; and
 - 1.8.2 a **“paragraph”** is to a paragraph of Service Specific Terms and/or Licence Terms which may, once agreed and/or accepted, form part the Master Services Terms.
- 1.9 Nothing in this Agreement shall prevent HAL Robotics from entering into similar agreements with third parties, or from developing, using, selling or licensing products or services which are similar to the Services to any third party.
- 1.10 The order of precedence of this Agreement shall be as follows:
 - 1.10.1 any Special Condition agreed either by way of Special Conditions Notice or within the relevant Service-Specific Terms;
 - 1.10.2 the Service-Specific Terms;
 - 1.10.3 Licence Terms;
 - 1.10.4 these Master Services Terms.

and if there is any conflict or ambiguity between the terms of the documents listed at clauses 1.10.1 to 1.10.4 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

- 1.11 Except as expressly provided within a Special Condition, no other terms introduced by custom, documents or submitted in any form by the Customer shall alter the order of precedence set out at clause 1.10 or change or form part of the contractual relationship between the parties and/or the terms of this Agreement.
- 1.12 The Portal and all associated Services offered by HAL Robotics are intended solely for use by traders acting within the scope of their trade, business, or profession. Consumers, as defined under applicable consumer protection laws, are expressly excluded from using the Portal or purchasing any Services. By accessing the Portal, you represent and warrant that you are a trader and not acting as a consumer. HAL Robotics reserves the right to refuse or remove access to the Portal or provision of Services to any individual or entity that does not meet this criterion.

2. TERM AND ACCEPTANCE

- 2.1 By signing up to an account on the Portal, the Customer hereby accepts these Master Services Terms.
- 2.2 This Agreement shall bind both parties on the Commencement Date and govern the course of any Services provided by HAL Robotics to the Customer from time to time. Licenses may be purchased via the Portal and all other Available Services may be provided following the agreement of Service-Specific Terms (clause 5).
- 2.3 HAL Robotics shall provide each of the Services for and until the Duration unless the Services are terminated in accordance with clause 17.1.

3. DISCOVERY

- 3.1 This clause applies where HAL Robotics undertakes a discovery phase at the request of the Customer.
- 3.2 Prior to commencing the discovery phase, HAL Robotics may issue the Customer with an outline to specify the requirements of the same.
- 3.3 In the event that HAL Robotics undertakes a discovery phase, it does so in accordance with the Master Services Terms and shall be classified as “Services” and interpreted as such. The purpose of a discovery phase is to assess and determine which of the Available Services and/or Licenses the Customer may benefit from.
- 3.4 HAL Robotics reserves the right to charge a fee for the discovery phase and shall invoice the Customer for the same at its discretion; the fee will be calculated on a time spent basis in accordance with HAL Robotics’ applicable rates or as otherwise quoted for in writing.
- 3.5 The Customer is not contractually bound to conduct any recommendations or take any steps (including any general or specific actions or inaction) as made to the Customer as part of a discovery phase. Regardless of whether recommendations or steps are followed by the Customer, HAL Robotics’ liability is limited in accordance with this Agreement.

4. PORTAL ACCESS

- 4.1 In consideration for registering for an account on the Portal and accepting these Master Services Terms, the Customer is granted a licence to access the Portal (excluding access to source code and/or object code) for the term of this Agreement on the following basis:
 - 4.1.1 a worldwide, non-exclusive, non-transferable right and licence, without the right to grant sublicences to and to permit End Users to use the Portal and HAL Robotics Materials relating to the Portal solely for the Customer's internal business operations and always in compliance with these Master Services Terms.
 - 4.1.2 the Customer shall not provide the Portal directly or indirectly to third parties, nor to competitors of HAL Robotics’ business.

- 4.2 In order to set up the End Users on the Portal and allocate the Licenses, the Customer and Administrator must follow HAL Robotics' instructions and provide any information requested by HAL Robotics. The Administrator, on behalf of the Customer, may set up additional End Users and remove End Users from time to time.
- 4.3 The Customer shall ensure that the End Users activate their account on the Portal.
- 4.4 The Customer acknowledges and accepts that the End Users are required to create an acceptable secure password, username and accept the EULA to access the Portal.
- 4.5 The Customer acknowledges that it is responsible for its End Users being set up correctly and having access to the Portal.
- 4.6 The Customer accepts that it is responsible and liable for the End Users' actions and/or omissions.
- 4.7 HAL Robotics shall not be responsible for any inaccuracies or errors made by the Customer and/or its End Users.
- 4.8 In relation to the End Users, the Customer undertakes that:
 - 4.8.1 it shall not permit End Users to share passwords and/or log in details in relation to the Portal;
 - 4.8.2 there shall be no sharing of accounts across any of the Portals, and the Customer acknowledges that in no circumstances shall multiple individuals make up or constitute one End User;
 - 4.8.3 each End User shall abide by the requirements set out in the EULA as made available to all End Users, and any other requirements notified by HAL Robotics to the Customer or End Users from time to time;
- 4.9 the Customer shall permit HAL Robotics to audit the Portal, Licenses and Customer Materials in order for HAL Robotics to:
 - (a) establish the identity and verify that each End User is only being used by one individual; and/or
 - (b) to assess and improve the Portal;and such audits will be conducted at HAL Robotics' expense, in such a manner as not to interfere substantially with the Customer's normal conduct of business; and
- 4.9.2 if any of the audits referred to in clause 4.9 reveal that the Customer has underpaid any of the Charges then, without prejudice to HAL Robotics' other rights, the Customer shall pay an amount equal to such underpayment in accordance within 10 Business Days of HAL Robotics raising an invoice in respect of the same.
- 4.10 The Customer understands that if any of the events listed in clause 4.8 are contravened, then HAL Robotics, may suspend or terminate the Customer or any of its End Users' access to the Portal without notice.
- 4.11 HAL Robotics reserves the right to:
 - 4.11.1 modify or replace any software in its network (including any part of the Portal or HAL Robotics Software) and/or any technology used to deliver the same, provided that this has no adverse effect on the Portal or HAL Robotics Software; and/or
 - 4.11.2 introduce alternative and/or additional security and/or authorisation methods in the future provided that, in the circumstances of the changes being introduced, HAL Robotics gives the Customer reasonable notice of any such changes; and/or
 - 4.11.3 immediately remove and/or exclude any functionality (or any part of the same) from the Portal or HAL Robotics Software (insofar as it does not adversely impact on the Customer's use of the same or if it does, it provides sufficient notice).

- 4.12 HAL Robotics does not warrant that the Customer's use of the Portal and/or the Services shall be uninterrupted or error-free.
- 4.13 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Portal including any HAL Robotics Software and, in the event of any such unauthorised access or use, promptly notify HAL Robotics of the same.
- 4.14 The Customer understands and accepts that the Portal is provided on an "as is" basis and is not designed to meet individual requirements.
- 4.15 The Customer may purchase a Licence for any of the HAL Robotics Software via the Portal. The Customer understands and accepts that by doing so, additional Licence Terms apply to such purchase: https://hal-robotics.com/terms/HALRobotics_LicenceTerms.pdf.
- 4.16 HAL Robotics shall endeavour to ensure that the Portal remains operational and accessible to the Customer, subject to occasional downtime for maintenance or unforeseen technical issues. HAL Robotics shall provide reasonable notice for scheduled downtime, except in cases of emergency maintenance. While HAL Robotics strives to minimise disruption, the Customer acknowledges that uptime cannot be guaranteed and agrees to make allowances for interruptions necessary for updates, security enhancements, or system improvements.

5. PURCHASE OF ADDITIONAL SERVICES

- 5.1 The Customer may procure any of the Available Services by agreeing Service-Specific Terms with HAL Robotics for the corresponding Available Service pursuant to this clause.
- 5.2 Service-Specific Terms shall be agreed as follows:
- 5.2.1 the Customer shall, at HAL Robotics' request, provide as much information (including access to the Customer Systems and Customer Materials) as necessary in order for HAL Robotics to prepare Service-Specific Terms for one or more of the Available Services;
- 5.2.2 HAL Robotics shall, either:
- (a) inform the Customer that it will not provide some or all of the services requested by the Customer; or
 - (b) issue Service-Specific Terms for that Available Service.
- 5.2.3 the latest (in time) issued Service-Specific Terms may be accepted by written notice from the Customer and shall, in the absence of a written notice of acceptance, be deemed accepted, for the purposes of forming part of this Agreement, upon the earlier of:
- (a) payment of any part of the relevant Charges (including any deposit) for the relevant Services, to HAL Robotics by the Customer after the issuance of a Service-Specific Terms; or
 - (b) the Customer's use and / or receipt of any part of the relevant Services.
- 5.2.4 Service-Specific Terms shall be valid for acceptance for 30 calendar days from the date of its issue (or re-issue under clause 5.2.5), after which time HAL Robotics shall not be bound to provide the Services as set out in the issued Service-Specific Terms.
- 5.2.5 Service-Specific Terms that have not been accepted by the Customer, in accordance with clause 5.2.3, during or after the 30 day period under clause 5.2.4 may be revised and re-issued by HAL Robotics in its sole discretion.
- 5.3 Once Service-Specific Terms have been accepted by the Customer under clause 5.2.4, the Service-Specific Terms shall:
- 5.3.1 form a part of this Agreement and not a separate contract between the parties;
 - 5.3.2 not be amended except in accordance with clause 25 (*Change control*);

- 5.3.3 not alter and / or affect any previous Service-Specific Terms, which will continue to bind the parties.
- 5.4 For the avoidance of doubt, Service-Specific Terms are separate from one another, and each relates to a separate Service (or instance of that Service) of HAL Robotics.
- 5.5 The terms set out in Service-Specific Terms are restricted to the Services to which the Service-Specific Terms relate and not to any other Services.
- 5.6 HAL Robotics is not obliged to provide any Services to any Group or Affiliate of the Customer.
- 5.7 Until the Service-Specific Terms are accepted in accordance with clause 5.2.4, HAL Robotics reserves the right not to commence any or all of the Services.
- 5.8 If there is any obvious, manifest or identifiable error in an accepted Service-Specific Terms, HAL Robotics may retract that Service-Specific Terms and re-issue a further Service-Specific Terms. HAL Robotics shall not be bound to the Service-Specific Terms containing such error.

6. HAL ROBOTICS' RESPONSIBILITIES

- 6.1 HAL Robotics shall:
 - 6.1.1 provide the Services in accordance with relevant good industry practice and using reasonable care, skill and diligence in doing so;
 - 6.1.2 use reasonable endeavours to:
 - (a) manage, deliver and complete the Services to the Customer, in accordance with the applicable Licence Terms and the applicable Service-Specific Terms in all material respects; and
 - (b) meet any timeline specified in the Service-Specific Terms, but any such dates shall be estimates only and time for performance by the HAL Robotics shall not be of the essence.

7. CUSTOMER'S OBLIGATIONS

- 7.1 In respect of the receipt of the Services, the Customer shall:
 - 7.1.1 ensure that the details and information input into the Portal is accurate and true;
 - 7.1.2 ensure that the Service-Specific Terms are accurate and reflective of the work that the Customer wishes HAL Robotics to provide;
 - 7.1.3 comply with the Agreement, including any applicable Service-Specific Terms;
 - 7.1.4 co-operate with HAL Robotics in all matters relating to the Services;
 - 7.1.5 provide as much information (including the Customer Materials) as reasonably requested by HAL Robotics to provide the Services;
 - 7.1.6 provide, for HAL Robotics, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer Systems and Customer's premises, office accommodation, data, other facilities and anything else reasonably required by HAL Robotics to enable HAL Robotics to perform its obligations under the Agreement, including any such access specified in the Service-Specific Terms;
 - 7.1.7 provide to HAL Robotics in a timely manner the Customer Materials in any form (whether owned by the Customer or a third party) required under the Service-Specific Terms or otherwise reasonably required by HAL Robotics in connection with the Services and ensure that they are accurate and complete in all material respects;
 - 7.1.8 in advance of HAL Robotics' attendance at the premises, inform HAL Robotics of all health and safety and security requirements that apply at any of the Customer's premises;
 - 7.1.9 except as expressly identified by the Customer to HAL Robotics prior to the provision of the Services, ensure that all the Customer Systems are in good working order and

suitable for the purposes for which it is used;

- 7.1.10 ensure that the Customer Systems comply with any specifications provided by HAL Robotics from time to time and be solely responsible for procuring, maintaining and securing its network connections links from its systems to HAL Robotics' systems and data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections links or caused by the internet;
 - 7.1.11 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable HAL Robotics to provide the Services, including in relation to the use of all Customer Materials and the use of the Customer Systems, in all cases before the date on which the applicable Services are to start;
 - 7.1.12 ensure that suitable maintenance and support agreements are in place in respect of all Customer Systems and that HAL Robotics may rely on those agreements to seek and receive technical assistance as it may reasonably require in respect of the Customer Systems. This includes providing HAL Robotics with any necessary authorisations to speak with such parties and their contact details;
 - 7.1.13 comply with any additional responsibilities of the Customer as set out in the Licence Terms and relevant Service-Specific Terms or by HAL Robotics in writing from time to time;
 - 7.1.14 inform HAL Robotics immediately of any changes in control of the Customer; and
 - 7.1.15 comply with all Applicable Laws.
- 7.2 The Customer warrants that:
- 7.2.1 that the information and content the Customer or the End Users supply on the Portal (including the Customer Materials), insofar as it relates to the Customer's individual use of the Portal, is up to date, true, accurate and does not infringe the rights, including any Intellectual Property Rights, of any third party;
 - 7.2.2 HAL Robotics' possession and use of any materials (including third-party materials supplied by the Customer to HAL Robotics) and licensed rights shall not cause HAL Robotics to infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 7.2.3 it and its End Users shall, comply with all industry safety standards including but not limited to those that apply to industrial robots and is responsible for maintaining safety protocols in respect of the same.
- 7.3 The Customer shall indemnify HAL Robotics against all damages, losses and expenses arising as a result of any action or claim in connection with a breach of clause 7.2.
- 7.4 The Customer (and its End Users) shall not:
- 7.4.1 access, store, distribute or transmit any viruses, or any material during the course of its use of the Services and/or the Portal that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, depicts child abuse, promotes unlawful violence, promotes terrorism or extremism, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, is otherwise illegal or causes damage or injury to any person or property and HAL Robotics reserves the right, without liability or prejudice to its other rights,
 - 7.4.2 act in any way which, in HAL Robotics' reasonable opinion, could:
 - (a) materially affect the quality of any or all of the Services, HAL Robotics Software and/or the Portal; or
 - (b) bring HAL Robotics' name, or the name of any third party used by HAL Robotics to assist with the performance of the Services, into disrepute.

- 7.5 HAL Robotics shall not be held liable for any delay or inability to perform any or all of the Services caused by any act or omission of the Customer, its agents, subcontractors, consultants or employees.
- 7.6 In respect of the Portal, the Customer shall:
- 7.6.1 give all necessary access to such information and systems as may be required by HAL Robotics for the provision of the Portal and/or the HAL Robotics Software;
 - 7.6.2 at all times during the term of this Agreement, appoint and identify an Administrator who shall have the necessary authority to contractually bind the Customer on all matters relating to the purchase of Licenses;
 - 7.6.3 accept and comply with the EULA: <https://hal-robotics.com/terms/EULA.pdf>

8. AUTHORITY

- 8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement.
- 8.2 Notwithstanding any other provision of this Agreement or the timing of acceptance at the point of sign up, the Customer acknowledges and agrees that payment of any invoice issued under this Agreement shall constitute conclusive evidence that the Customer, through its duly authorised representative, has read, understood, and accepted these Master Services Terms in their entirety.
- 8.3 The Customer appoints HAL Robotics, and grants HAL Robotics all necessary authority:
- 8.3.1 to enter into licences in its own name, as required during its performance of the Services;
 - 8.3.2 install products and software on Customer Systems on the Customer's behalf for the purposes of carrying out HAL Robotics' obligations under this Agreement; and
 - 8.3.3 access Customer Systems for the purposes of carrying out HAL Robotics' obligations under this Agreement.
- 8.4 HAL Robotics does not give any warranties in respect of any third party products or software it installs on Customer Systems or the products or software's respective licences. HAL Robotics is not liable to the Customer for any loss or damage caused to the Customer by the use or installation of any and all products or software on the Customer Systems, save in accordance with clause 16 (*Limitation of liability*).

9. CHARGES

- 9.1 In consideration for the Services provided by HAL Robotics, the Customer shall pay the Charges in accordance the Licence Terms and the relevant Service-Specific Terms.
- 9.2 The Charges exclude reasonable out of pocket expenses or travel expenses which may be charged by HAL Robotics and, where reasonably possible, approved by the Customer in advance from time to time.
- 9.3 Subject to the Licence Terms and Service-Specific Terms, any amounts payable by the Customer under this Agreement shall be payable by the Customer monthly in advance.
- 9.4 HAL Robotics reserves the right to increase the price of Services that have not yet been delivered or performed, by giving notice to the Customer at any time before delivery or performance of such Services, to reflect any increase in the cost to HAL Robotics which is due to:
- 9.4.1 market conditions or any factor beyond the control of HAL Robotics (including without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, changes to the Applicable Laws, increase in the costs of labour, materials or other costs of manufacture); and/or
 - 9.4.2 any change requested by the Customer; and/or

- 9.4.3 an updated daily fee rate of a particular job role, position or individual; and/or
- 9.4.4 any delay caused by any instructions of the Customer or failure by the Customer to give HAL Robotics adequate information or instructions.
- 9.5 HAL Robotics may vary the Charges for any reason for any Service on 30 days' written notice. HAL Robotics may, in its sole discretion, issue a revised version of the Service-Specific Terms for any variation in the Charges, and such increases shall apply to all Service-Specific Terms in force at the date the increase takes effect, irrespective of whether a revised version of the Service-Specific Terms is issued.
- 10. PAYMENT**
- 10.1 HAL Robotics shall invoice the Customer in advance for the Services requested, and no Services shall be provided, or Licence granted, until full payment has been received, unless otherwise agreed by HAL Robotics or as stated in the applicable Service-Specific Terms or a Special Conditions Notice.
- 10.2 The Customer shall pay each invoice submitted to it by HAL Robotics:
- 10.2.1 within 14 days of receipt; or
- 10.2.2 with respect to a specific Service, as specified otherwise within the Licence Terms or applicable Service-Specific Terms,
(the "**Due Date**")
- to a bank account nominated in writing by HAL Robotics from time to time.
- 10.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay HAL Robotics any sum due under this Agreement on the Due Date:
- 10.3.1 the Customer shall pay interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%; and
- 10.3.2 HAL Robotics may suspend all or part of the Services until payment has been made in full.
- 10.4 If the Customer disputes any invoice (in whole or in part):
- 10.4.1 the Customer shall pay to HAL Robotics all amounts not disputed by the Customer on the Due Date; and
- 10.4.2 the parties shall negotiate in good faith to attempt to resolve the dispute promptly.
- 10.5 All sums payable to HAL Robotics under this Agreement:
- 10.5.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice and
- 10.5.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.6 If HAL Robotics mistakenly accepts and processes the Customer's order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by the Customer as a mispricing, HAL Robotics may cancel supply of the Services and refund any sums paid by the Customer for Services that have not yet been delivered. HAL Robotics may deduct Charges from the refund for the Services already delivered.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 Except as provided within this clause or as otherwise set out in the Licence Terms or any applicable Service-Specific Terms, nothing in this Agreement affects either party's Intellectual Property Rights or the Intellectual Property Rights belonging to a member of HAL Robotics' Group.

The Customer acknowledges and agrees that HAL Robotics and / or its licensors own all Intellectual Property Rights in the Portal, the HAL Robotics Software and all HAL Robotics Materials relating to the same.

12. LICENCES

- 12.1 HAL Robotics grants the Customer (and its End Users) or shall procure the direct grant to the Customer of, worldwide, non-exclusive, non-transferable licence for the term of the Agreement to use the HAL Robotics Materials (but for the avoidance of doubt, excluding HAL Robotics Tools) for the purposes of receiving and using the Services in accordance with this Agreement. The Customer shall not sub-license, assign or otherwise transfer the rights granted by this clause 12.1.
- 12.2 Please note that if to the Customer wants to purchase a Licence, the Customer can do so within the Portal, and the Customer understands and accepts that the applicable Licence Terms apply to any such purchase and use.
- 12.3 The Customer hereby grants HAL Robotics a licence as is required by HAL Robotics to use the Customer Materials to provide, maintain and improve the Portal and its Services, including but not limited to conducting or collating data analytics.
- 12.4 The Customer warrants and represents that the Customer has and will retain all necessary rights to grant the licences under this Agreement.
- 12.5 The Customer shall indemnify HAL Robotics (in full) against all damages, losses and expenses arising as a result of:
- 12.5.1 any action or claim that the Customer Materials, or HAL Robotics' use of the same, infringe any Third Party Rights; and
 - 12.5.2 the Customer's failure to obtain and maintain all necessary licences and consents and comply with all relevant legislation as required under clause 7.1.11.

13. DATA PROTECTION

- 13.1 In providing the Portal and the Services, HAL Robotics will comply with its Privacy Policy relating to the privacy and security of the same available at: <https://hal-robotics.com/terms/PrivacyPolicy.pdf> or at other such website address as may be notified to you from time to time, as such document may be updated from time to time by HAL Robotics.
- 13.2 For the purposes of this clause 13, the terms **"controller"**, **"processor"**, **"data subject"**, **"personal data"**, **"special category data"**, **"personal data breach"**, **"appropriate technical and organisational measures"** and **"processing"** shall have the meaning given to them in the UK GDPR.
- 13.3 Both parties agree to comply with all requirements as set out in the Data Protection Legislation. This is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.
- 13.4 The parties have determined that, for the purposes of Data Protection Legislation, HAL Robotics shall process Customer Personal Data, as a processor on behalf of the Customer and any such processing will be undertaken in accordance with HAL Robotics Privacy Policy: <https://hal-robotics.com/terms/PrivacyPolicy.pdf>.
- 13.5 Should the determination in clause 13.4 change, then each party shall work together in good faith to make any changes which are necessary to this 13 or the related Service-Specific Terms.
- 13.6 Without prejudice to the generality of 13.3, the Customer shall ensure that:
- 13.6.1 it has all necessary appropriate consents and notices in place to enable Customer Personal Data to be lawfully transferred to, and lawfully processed by, HAL Robotics;
 - 13.6.2 informs HAL Robotics in advance if Customer Personal Data is expected to comprise Special Category Data.

- 13.7 HAL Robotics will continue to retain Personal Data for the duration of this Agreement and thereafter in accordance with any statutory or professional retention periods applicable to their business or HAL Robotics 's own retention policy.
- 13.8 Having regard to the state of technological development and the cost of implementing such measures, both parties have in place appropriate technical and organisational security measures in order to prevent:
- 13.8.1 unauthorised or unlawful processing of the Personal Data; and
 - 13.8.2 accidental loss or destruction of, or damage to, the Personal Data,
- and ensure a level of security appropriate to the nature of the Personal Data to be protected and harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage.
- 13.9 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process Personal Data in accordance with the technical and organisational security measures that party has in place from time to time together with any other applicable Data Protection Legislation.
- 13.10 The Customer acknowledges that the Personal Data may be transferred or stored outside of the EEA, UK or the country where the Customer is located in order to carry out the Services and HAL Robotics 's other obligations under this Agreement. Where any Personal Data is transferred outside of the UK or EAA, HAL Robotics will comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred and ensuring that appropriate safeguards are in place in relation to the transfer.
- 13.11 The Customer consents to HAL Robotics appointing third party service providers as a third party processor of Personal Data under this Agreement. HAL Robotics confirms that it has entered or will enter (as the case may be) into a written agreement with the third party processor incorporating terms which are substantially similar to those set out in this clause.
- 13.12 HAL Robotics may use the information they hold about the Customer to carry out their obligations arising from this Agreement, including obtaining credit checks against the Customer as reasonably required by HAL Robotics.
- 13.13 The Customer acknowledges that the Portal and Services may enable or assist it to access the website content of, correspond with, and purchase products and services from third parties and that it does so solely at its own risk. HAL Robotics makes no representation, warranty or commitment and has no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website and/or any of HAL Robotics' suppliers is between the Customer and the relevant third party, and not HAL Robotics. HAL Robotics recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. HAL Robotics does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services and/or Portal.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers or suppliers of the other party except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's Confidential Information:
- 14.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other

party's Confidential Information comply with this clause; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

14.4 For the avoidance of doubt, the Customer's receipt of the Services or status of the Customer does not constitute Confidential Information and may be used for publicity purposes in accordance with clause 19.

15. **FEEDBACK**

15.1 The Customer may, in its discretion, provide feedback (including, but not limited to, all current and future suggestions, comments or other feedback regarding the Services) to HAL Robotics ("**Feedback**"), however HAL Robotics shall not be obliged to take any action in response to such Feedback.

15.2 Feedback, even if marked confidential, will not create any confidentiality obligations on HAL Robotics unless HAL Robotics has otherwise agreed in writing, signed by an authorised signatory of HAL Robotics.

15.3 Without prejudice to its other rights and remedies (including under this Agreement), HAL Robotics will be free to use, disclose, reproduce, distribute, implement in the Services and/or Portal and otherwise commercialise all Feedback provided by the Customer without obligation or restriction of any kind, and the Customer hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived.

16. **LIMITATION OF LIABILITY**

16.1 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

16.2 HAL Robotics' total liability under the Agreement:

16.2.1 includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement; and

16.2.2 subject to clauses 16.1 and 16.2.1, in any 12 month period, shall not exceed the value of the Charges paid by the Customer in respect of the impacted Services provided by HAL Robotics to the Customer for that 12 month period.

16.3 Subject to clauses 16.1 and 16.2, HAL Robotics shall not be liable whether in contract, tort (including negligence), for breach of statutory duty, or otherwise:

16.3.1 for any third-party Intellectual Property Right infringement claim(s) and/or infringement of any other rights or any losses or damages which relate to or arise from the same.

16.3.2 for any indirect or consequential loss or loss or damage to profits, sales or business, agreements or contracts, anticipated savings, corruption or damage of software, machinery, robotics, data or information, and/or goodwill.

16.3.3 to the extent any loss or damage suffered arises from:

(a) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Services and/or any output;

(b) any modification of the Services, HAL Robotics Software and/or any other deliverables provided by HAL Robotics, other than by or for and on behalf of HAL Robotics;

(c) use of the Customer's Systems or delays due to technical issues with the Customer Systems that were not caused by HAL Robotics' negligence;

(d) compliance with the Customer's specifications or instructions.

- 16.4 HAL Robotics makes no warranty as to the accuracy of information on the and/or the suitability of Portal and/or HAL Robotics Software, and the Customer uses the same (where permitted) at its own risk.
- 16.5 The Customer understands and accepts that HAL Robotics is not responsible or liable for hardware malfunctions, and the Customer uses the Services and/or HAL Robotics Software (where permitted) at its own risk.
- 16.6 The Customer shall, at its own cost, maintain in full force and effect insurance policies that are financially sound with reputable insurers throughout the term of this Agreement to cover any risks that may arise as a result of using the Services, including but not limited to commercial general liability insurance, product liability insurance, professional indemnity insurance and cyber liability insurance. Upon request, the Customer shall provide HAL Robotics with certificates of insurance evidencing the required coverage.

17. TERMINATION

- 17.1 Notwithstanding HAL Robotics rights under this Agreement and the order of precedence outlined at clause 1.10, HAL Robotics may terminate the Agreement (or any of the Services provided under Licence Terms or Service-Specific Terms), in whole or in part,
- 17.1.1 by giving 90 days' written notice to the Customer; or
- 17.1.2 with immediate effect if there is a change of control of the Customer.
- 17.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement (or any part of it) with immediate effect by giving written notice to the other party if:
- 17.2.1 the other party commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 calendar days after being notified in writing to do so;
- 17.2.2 the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause;
- 17.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on business;
- 17.2.4 the other suspends or ceases carrying on all or a substantial part of its business.
- 17.3 For the avoidance of doubt, unless expressly included in the termination notice, termination of one Service-Specific Terms or a Licence does not affect the validity of any other Service(s) being provided under a Service Specific Terms or Licence being provided under Licence Terms.

18. CONSEQUENCES OF TERMINATION

- 18.1 On termination or expiry of this Agreement however arising:
- 18.1.1 all Charges due shall become immediately payable by the Customer;
- 18.1.1 in respect of the Services supplied, but for which no invoice has been submitted, HAL Robotics may submit an invoice, which shall be payable immediately on receipt;
- 18.1.2 HAL Robotics may issue an exit plan and/or exit assistance services as reasonably required or requested by the Customer but reserves the right to charge for any such work;
- 18.1.3 the Customer shall, unless otherwise agreed by HAL Robotics, return or delete the HAL Robotics Materials (as directed by HAL Robotics);
- 18.1.4 all licences granted by HAL Robotics, that are not perpetual, shall terminate, including

access to the Portal and HAL Robotics Software (subject to the Licence Terms); and

18.1.5 the following clauses shall continue in force: clause 1 (*Interpretation*), clause 11 (*Intellectual Property Rights*) subject to clause 18.1.4, clause 10 (*Payment*), clause 13.13 (*Confidentiality*), clause 16 (*Limitation of liability*), clause 18 (*Consequences of termination*), clause 19 (*Publicity*), clause 28 (*Waiver*), clause 29 (*Severance*), clause 32 (*Governing law and Jurisdiction*).

18.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

19. **PUBLICITY**

With the Customer's prior permission (not to be unreasonably withheld or delayed), HAL Robotics shall be entitled to disclose, advertise and promote the Services provided to the Customer for marketing purposes. The Customer hereby grants to HAL Robotics a royalty-free, fully paid-up, worldwide, non-transferable licence to use the Customer's trade mark and/or trading name (which, for the avoidance of doubt, is the Customer's Background IPRs) for the purposes of marketing.

20. **FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, commotion or riots, war, threat of or preparation of war, armed conflict, imposition of sanctions and/or any law or any action taken by a government or public authority (including restrictions of any kind, including movement of people and goods), fire, explosion or accident, interruption, denial of service attack, cyber-attack or failure or action taken by third party service providers including but not limited to utility service third party software providers, telecommunications and/or broadband provider ("**Force Majeure Event**"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, either party may terminate any or all of the affected Services by giving 30 days written notice to the other party. For the avoidance of doubt this clause does not alleviate the duty for either party to mitigate any losses arising from a Force Majeure Event.

21. **ANTI-BRIBERY**

Both parties shall comply with the Applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

22. **EXPORT COMPLIANCE**

22.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

22.2 Each party undertakes:

22.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

22.2.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

23. ASSIGNMENT AND OTHER DEALINGS

- 23.1 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without HAL Robotics' prior written consent (not to be unreasonably withheld or delayed).
- 23.2 HAL Robotics may at any time assign, mortgage, charge, delegate, sub-contract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

24. VARIATION

- 24.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives), save for as otherwise permitted in this Agreement. For the avoidance of doubt, in the absence of a signed Special Conditions Notice, a Special Conditions Notice may be incorporated into this Agreement by way of the Customer making payment for the Services which relate to the Special Conditions Notice.
- 24.2 The parties hereby agree that HAL Robotics may update these Master Services Terms at any time and shall give the Customer 5calendar days' notice of such update. The Customer's continued use of the Services shall constitute the Customer's acceptance of these Master Services Terms as varied. If the Customer does not wish to accept the Master Services Terms as varied, the Customer shall:
- 24.2.1 immediately stop using and accessing the Services and HAL Robotics Materials on the deemed receipt and service of the notice; and
 - 24.2.2 terminate this Agreement on written notice to HAL Robotics.
- 24.3 For the avoidance of doubt, the parties shall comply with clause 25 (*Change Control*) with respect to a variation to the Services under Service-Specific Terms, except where otherwise permitted.

25. CHANGE CONTROL

- 25.1 Either party may propose changes to the scope or execution of the Services provided under an active Service-Specific Terms but no proposed changes will come into effect until amended Service-Specific Terms are agreed expressly in writing.
- 25.2 For the avoidance of doubt, HAL Robotics may amend the Service-Specific Terms without applying the procedure set out in this clause 25 where the amendment is required by any Applicable Law or otherwise permitted by this Agreement. HAL Robotics shall notify the Customer of any such amendments to the Service-Specific Terms as soon as reasonably practicable.
- 25.3 The Service-Specific Terms that has been amended in accordance with this clause 25 form part of the Agreement and replaces the Service-Specific Terms. The Service-Specific Terms do not form a separate contract between the parties.

26. NO PARTNERSHIP OR AGENCY

- 26.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27. THIRD PARTY RIGHTS

- 27.1 The Customer and any of its Group may enforce the terms of the Agreement to the fullest extent permitted by law as if they were a party to this Agreement, subject to and in accordance with this clause, this Agreement and the Contracts (Rights of Third Parties) Act 1999.
- 27.2 Except as provided in clause 27.1, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the

Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 27.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this agreement.

28. WAIVER

- 28.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 28.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

29. SEVERANCE

- 29.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 29.2 If any provision or part-provision of this Agreement is deemed deleted under clause 29.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

30. ENTIRE AGREEMENT

- 30.1 The Agreement and all of the documents referred to in it constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 30.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that their only liability in respect of those representations and warranties that are set out in the Agreement (whether made innocently or negligently) shall be for breach of contract.

31. NOTICES

- 31.1 Any notice given to a party under or in connection with this Agreement shall be in writing and sent to:
- 31.1.1 for notices to the Customer, the email of the account holder that signed up the Portal;
 - 31.1.2 for notices to HAL Robotics, the following email address: legal@hal-robotics.com;
 - 31.1.3 the registered office address of a party; or
 - 31.1.4 such other email and / or address for notices provided in writing by one party to the other.
- 31.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Pre-paid first class post or other next Business Day delivery service providing proof of postage.	Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email (for the Customer the email of the Administrator who registered the Customer for the Portal and for HAL Robotics: legal@hal-	At the time of transmission if within Business Hours, otherwise at 10:00am on the next Business Day after transmission.

31.3 This clause does not apply to the service of any proceedings or any other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32. **GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.