TACTUN Customer Agreement

Hardware Supply and Software Licensing

Version 1.0 • Published 10 November 2026 • Applies only when expressly incorporated in an accepted Order

This Agreement governs the supply of TACTUN controllers and the software rights needed to develop and deliver machinery using them. It separates ownership of physical hardware from ownership of technology, and separates development subscriptions from the rights to operate delivered machines. The commercial terms and selected offerings are recorded in an Order using Schedule 1 or an equivalent document. The blank fields in the schedules are transaction-specific forms, not missing public contract terms; they must be completed where applicable before an Order is accepted or personal-data processing begins.

1 Parties and formation

1.1 This Agreement is between TACTUN, Inc., a Delaware corporation (TACTUN), and the business customer identified in an Order (Customer). An Order becomes binding when authorized representatives of both parties sign it, or when Customer expressly accepts a TACTUN quotation incorporating this identified version of the Agreement and TACTUN confirms acceptance in writing. An electronic acceptance must identify the accepting person, business, Order and Agreement version. An inquiry, trial request or website visit is not an Order.

1.2 Each Order identifies its effective date, notice contacts, products, quantities, charges and applicable software entitlements. An affiliate is not a contracting party or licensed user merely because it is affiliated with a party. Affiliates may be included expressly in an Order; the named Customer remains responsible for their authorized use unless they enter separate Orders.

1.3 Mandatory law and any applicable mandatory data-transfer clauses prevail. A signed negotiated amendment then prevails over the Order and this Agreement. An Order may override this Agreement only by expressly identifying the provision or subject being varied. Schedule 3 governs processing of personal data to the extent of any conflict on that subject. Customer purchase-order boilerplate, supplier portals and unilateral acknowledgments do not amend agreed terms. An existing signed agreement continues to govern its existing scope unless the parties expressly replace or amend it.

2 Definitions

2.1 Hardware means the physical controllers, boards, modules and accessories identified in an Order. Specifications means the dated technical requirements, approved drawings and acceptance criteria expressly included in that Order. Integration Documentation means the supplied information needed for permitted integration and operation, such as pinouts, mechanical dimensions, interface descriptions and installation instructions.

2.2 TACTUN Technology means technology owned or licensed by TACTUN, including controller designs, reusable hardware blocks, manufacturing files, FPGA logic, firmware, drivers, software engines, libraries, the Application Builder, TACTUN's MCP implementation, SDKs and related documentation. It excludes Customer Materials and third-party materials owned by their respective licensors.

2.3 Customer Materials means Customer's and its licensors' data, specifications, trade secrets, marks, application logic, test methods, configurations, algorithms, AI models and independently developed applications, excluding underlying TACTUN Technology. Customer Data includes Customer Materials and operational or test data supplied to, stored in or generated through the ordered services on Customer's behalf, subject to the rights of individuals and other owners.

2.4 Builder means the ordered no-code Application Builder service and its authorized browser or desktop clients. A desktop Builder client can depend on a cloud tenant; installation on a PC does not make that service an offline deployment. Generated Application means a configured application produced through Builder that includes TACTUN runtime components. Independent Application means application code

created by or for Customer using supported interfaces, including with AI development tools, excluding TACTUN runtime components.

2.5 Developer Offering means the ordered TACTUN firmware/MCP/API development access, SDKs, documentation, updates and support. Runtime means TACTUN object-code components supplied for operation on or with authorized Hardware, including firmware and permitted components within a Generated or Independent Application. Product means an agreed machine or controller configuration and its associated application and feature entitlements; it is distinct from each physical unit sold. An End User is a recipient authorized to operate Customer's machine or application. A Deployment is the authorized pairing of a delivered application or configuration with the Hardware or Product specified in the Order or its permitted deployment records.

2.6 Offline Deployment means a delivered end-user application identified as offline in the Order or agreed delivery record, together with the local Runtime needed to perform its agreed local functions without a TACTUN-hosted service. Cloud Services means ordered hosted services, including hosted end-user applications, storage, synchronization, remote services and cloud-enabled AI features. An offline application may use optional Cloud Services without converting its licensed local functions into subscription-dependent functions.

3 Orders and project scope

3.1 Orders specify the chosen hardware configuration, software path or paths, delivery mode and permitted deployment scope. Purchase of Hardware does not automatically include Builder access, Developer Offering access, cloud hosting or every software feature. Included Runtime rights are described in section 6. Software fees may be bundled with hardware pricing if the Order says so.

3.2 Requirements, engineering deliverables, paid prototypes, validation responsibilities and production acceptance must be agreed before production commitments. A manufacturing-ready PCB design prepared by TACTUN is not a customer deliverable unless expressly listed; references to design completion describe TACTUN's engineering milestone. Physical manufacture, delivery and customer machine validation are separate milestones.

3.3 No separate design charge applies only where the Order expressly states that design is included. Any associated minimum purchase, scope limit, cancellation recovery or tooling charge must be stated in that Order. Forecasts are nonbinding unless converted into expressly accepted purchase commitments. No exclusivity, minimum annual volume or obligation to buy all of Customer's requirements is implied.

3.4 Changes to approved requirements, deliverables, certifications, quantities or schedules require a written change order stating the effect on price and timing. TACTUN may propose equivalent components, but a material change affecting agreed form, fit, function, compatibility or certification requires Customer's approval before shipment. Roadmaps and demonstrations are not acceptance criteria unless expressly incorporated.

4 Hardware delivery and acceptance

4.1 The Order specifies the delivery date or estimate, the named delivery place, the Incoterms 2020 rule if used, freight, import responsibilities and payment milestones. Risk transfers under the stated delivery term. Title to physical Hardware transfers on both delivery and full payment for that Hardware, subject to mandatory law and third-party rights. If credit terms require a security interest, the parties must separately agree any necessary security documentation; this clause does not claim automatic perfected priority.

4.2 Delivery estimates depend on timely information, approved specifications and agreed payments. TACTUN will notify Customer of a material delay and propose a revised schedule. If an agreed latest delivery date is missed by more than 30 days for reasons attributable to TACTUN and not excused under section 20.5, Customer may cancel the undelivered affected quantity after giving a further 10 business days to deliver, and receive repayment of advances allocated to that quantity. Other accepted quantities remain governed by their Orders.

4.3 Customer will inspect shipments and notify TACTUN of shortages, visible damage or apparent specification nonconformity within 15 business days after receipt, with reasonable supporting details. Acceptance of a shipment does not waive a latent defect claim under the warranty. Prototype or project acceptance follows the objective tests and review period stated in the Order. Delivery or silence alone does not establish completion of customer machine validation unless the Order expressly provides a defined deemed-acceptance mechanism.

4.4 Firm custom production Orders are not cancellable for convenience without TACTUN's written agreement. An agreed cancellation may require payment for completed work and documented nonrecoverable commitments reasonably incurred for that Order, less avoided costs, recovered value and amounts already paid. No undisclosed design-recovery fee or automatic penalty applies. This does not limit cancellation or refund rights for TACTUN's breach or mandatory law.

4.5 Customer may integrate and resell Hardware as part of its machines and provide authorized replacement or service units, subject to the software and export terms. Standalone distribution as an independent reseller requires an express distribution authorization. Customer is responsible for its downstream sales and credit risk and cannot bind TACTUN to additional warranties or commitments.

5 Intellectual property and design files

5.1 TACTUN and its licensors retain all rights in TACTUN Technology, including project-specific controller designs and improvements to TACTUN Technology developed in fulfilling an Order. Payment for customization, engineering, prototypes, tooling or production does not transfer those rights. No work-made-for-hire arrangement, assignment, exclusivity or manufacturing license arises by implication.

5.2 Unless an expressly signed IP or manufacturing agreement specifically identifies them, deliverables exclude proprietary circuit schematics, Gerber and fabrication files, PCB layouts, native CAD or EDA files, netlists, production bills of materials, pick-and-place data, manufacturing and test fixture designs, FPGA HDL, proprietary firmware source and platform source. Customer receives the Integration Documentation stated in the Order. Required safety, regulatory and open-source disclosures are not withheld under this clause.

5.3 Customer may use supplied Integration Documentation and authorized Runtime to integrate, operate, maintain and distribute the ordered Hardware as permitted here. Customer may not use TACTUN's confidential design information to copy the controller, commission third-party manufacture or create a substantially derived hardware design. This restriction does not prohibit independent development without use of protected TACTUN materials, lawful repair, mandatory interoperability rights or other rights that cannot lawfully be restricted.

5.4 Customer and its licensors retain Customer Materials. Creating configurations in Builder or using an MCP/API interface does not assign Customer's application, algorithms, methods, models, data, trademarks or business relationships to TACTUN. Ownership of Customer-authored configuration does not confer ownership of the platform, component library or embedded Runtime, or a right to export their proprietary source code.

5.5 An Order for commissioned software must identify any Customer-owned deliverable and its assignment or license. If no assignment is expressly agreed, TACTUN retains its newly authored TACTUN software and grants the use rights stated in the Order and this Agreement; Customer retains its supplied materials. TACTUN may reuse its general technology and know-how without disclosing or using Customer's confidential information. A private algorithm supplied by Customer does not become a general platform feature merely because TACTUN implements an interface to it.

5.6 Customer grants TACTUN only the rights in Customer Materials reasonably necessary to perform the Order, provide support and comply with law. Optional feedback about TACTUN's products may be used without payment, but this does not license Customer's confidential designs, data or identifiable application content for unrelated exploitation. Neither party may publish the other's name, logo, testimonial or project details without prior written permission, except as required by law.

5.7 Third-party and open-source components remain subject to their applicable licenses. TACTUN will provide required notices and source offers or corresponding source where required. Those licenses control conflicting restrictions for the affected components. This does not create a general obligation to disclose proprietary board designs or unrelated TACTUN source. TACTUN represents that it has the rights necessary to grant the licenses it provides.

5.8 Except for rights expressly granted or permitted by mandatory law, Customer must not copy, modify, decompile, reverse engineer or extract proprietary source from TACTUN Technology, bypass lawful license or access controls, or supply development tools to unauthorized persons. This does not restrict Customer's own materials, development through supported interfaces, authorized machine integration, third-party license rights or independent development without use of protected TACTUN materials. Customer must protect credentials and promptly report suspected unauthorized access affecting the services.

6 Firmware and deployed runtime rights

6.1 Upon payment of the applicable Hardware and Runtime charges, TACTUN grants Customer a nonexclusive license to use the supplied Runtime in object-code form on or with the authorized Hardware and Deployments, and to distribute that Runtime only as embedded in or supplied with permitted machines or applications. The license includes reasonable backup copies and replacement installation on compatible host computers for the same authorized Deployment. It does not allow duplication of a controller identity, an additional machine deployment or operation on unlicensed hardware.

6.2 The operating license for a fully paid Offline Deployment is perpetual for the application versions and required local Runtime validly supplied for that Deployment. Expiry of a Builder or Developer Offering subscription does not end those licensed local operating rights or require periodic TACTUN cloud authorization for continued local operation. It may end development-service access and commercial update entitlements. A perpetual license is not a promise that hardware will function forever, that future operating systems will remain compatible, or that maintenance, replacement hardware and optional Cloud Services are free. Customer's independently owned application code remains Customer's property.

6.3 Customer may transfer the Runtime with the corresponding machine or authorized replacement Hardware to an End User that accepts the downstream restrictions in section 9. Customer must stop unauthorized retained operational copies. Controller replacement, repair, recovery and transfer use the supported re-binding process; they do not transfer design IP or authorize simultaneous use on additional controllers. Customer may retain lawful service and backup copies for its support obligations.

6.4 Cloud Services are licensed and supplied only for the applicable paid subscription or other service term expressly stated in the Order. Perpetual offline rights do not include continued cloud hosting, hosted end-user access, cloud AI assistants, automated or autonomous test-method creation, remote processing or other cloud-enabled functions. Features are included only if available and expressly within the ordered service scope; future feature descriptions are not delivery commitments. The Order must identify the subscription holder, service term, fees, included features, usage limits, connectivity dependencies, renewal, expiry notices, any grace period and the effect of expiry. Runtime entitlements outside an Offline Deployment, including separately licensed MCP/API components, must be identified in the Order. A time limit on an Offline Deployment requires a specific express agreement; a cloud subscription or plan name alone cannot impose one. Customer must disclose operational dependencies to its End Users before they accept their machine contracts.

6.5 Runtime rights may be terminated for a material, uncured breach of the applicable license after the notice and cure process in section 19. Lawfully granted local operating rights of compliant End Users in fully paid Offline Deployments survive Customer's subscription expiry or a breach unrelated to those End Users. TACTUN may enforce restrictions against an End User's own breach or an unlawfully distributed copy. Statutory product-security duties and legally required remedies continue independently of commercial update subscriptions.

7 No code Application Builder

7.1 During the subscription term, Customer may use the ordered Builder features to configure, build, test and maintain its authorized Products and to generate applications for its own machines and customers. Customer may generate unlimited applications within the ordered Product, Hardware and feature scope unless the Order expressly states a different limit. Unlimited generation does not include unlimited hosted tenants, storage, computing, support, engineering or authoring seats. The Order must separately identify any limit and charge; no unlisted per-generation or per-deployment fee is implied.

7.2 Named-user seats, registered desktop installations and concurrent sessions are different licensing units. An Order imposing a limit must identify the unit, quantity, applicable browser and desktop treatment, and permitted transfer or recovery. If an Order states no authoring-seat limit, this Agreement does not invent one. Customer may authorize its personnel and contractors within its entitlement and is responsible for their compliance; each must use appropriate individual access credentials.

7.3 Generated Applications combine Customer Materials with licensed TACTUN components. Customer may brand and license the configured application to its customers within the agreed scope while preserving required legal notices. Builder itself, administration screens and hosted tenant branding are white-labeled only if expressly included. Builder access does not grant the right to resell the development platform or offer a competing hosted builder service.

7.4 An offline Generated Application is supplied for the supported local environment and authorized Offline Deployment. The Order identifies any cloud dependency, supported operating system, local database, data-export facilities and update method. A cloud tenant or hosted end-user deployment requires express hosting and service terms under section 6.4. A separate end-user Cloud Services subscription is not automatically cancelled when the machine builder ends its development subscription, provided the cloud subscriber continues to meet its own contract obligations. Provisioning a tenant, assigning a Product, building an installer and accepting delivery are separate events and do not themselves prove purchase of a new entitlement.

8 MCP and API Developer Offering

8.1 During the subscription term, Customer may use the ordered TACTUN MCP server, SDKs, sample code and documented interfaces to configure supported controllers and develop, test and maintain Independent Applications. The Order identifies the licensed organization, developers or installations, controller families, interface versions, tools, environments and any resource limits. APIs are included only where identified as supported in the Order or its dated documentation.

8.2 Model Context Protocol is an open standard. This license concerns TACTUN's implementation and related proprietary materials and services; it does not claim ownership of the protocol. Customer may use compatible third-party development and AI tools under their separate terms. Their fees, accounts and continued availability are Customer's responsibility unless the Order expressly includes them.

8.3 Customer owns its Independent Applications to the extent it or its licensors hold rights in them. TACTUN does not claim those applications merely because they communicate with a TACTUN controller. Redistributable TACTUN components must be identified in the Order or accompanying license manifest; unmarked development tools are not automatically redistributable. Runtime and interface rights needed by an approved deployed application follow section 6: perpetual local operation applies to a fully paid Offline Deployment; Cloud Services and other identified subscription entitlements remain term-limited as stated in the Order.

8.4 Customer may provide licensed documentation and permitted code samples to its authorized AI development tools only within the agreed confidentiality and data-processing conditions. Access to a controller interface does not authorize uploading TACTUN confidential source or manufacturing files to an external model provider. Customer must also have authority to transmit its own and its customers' data. Any AI service supplied by TACTUN requires its own identified data flow and processing terms.

8.5 AI-generated code, commands and configurations require competent human review and validation before use. Customer must test the actual machine, maintain appropriate independent protections, restrict write and administrative access, protect credentials and ensure clear control ownership. It must not rely on an LLM, network connection or commercial-license mechanism as the machine's emergency stop or safety function. A successful API response is not certification of a successful or safe physical process.

8.6 Only supported operations and qualified configurations are licensed as documented. An interface cannot create firmware features, drivers or FPGA behavior that the ordered controller does not implement. Compatibility, throughput and timing commitments apply only where stated in the Specifications. Changes to supported interfaces follow section 13; experimental features require a separately identified evaluation scope.

8.7 A Cloud Service that assists with or autonomously generates test methods does not eliminate machine validation, operator authorization or applicable engineering responsibilities. Before a new or materially changed method is used on a physical machine, Customer must ensure that its intended behavior, limits and protective measures have been validated through the agreed commissioning process. The Order must identify any separately agreed automated approval or execution scope; autonomy is not a representation of certified safety.

9 OEM delivery and downstream terms

9.1 Customer may sell, lease and support machines containing authorized Hardware, Generated Applications and Independent Applications. It may set its own downstream commercial terms provided it does not grant more rights in TACTUN Technology than it has received, misrepresent TACTUN's obligations or conflict with mandatory law. An Order may expressly authorize further OEM tiers or hosted downstream services.

9.2 Before delivery, Customer must bind each recipient to terms at least as protective of TACTUN's ownership and permitted-use restrictions as Schedule 2. Those terms must describe the actual Runtime entitlement, machine or controller binding, transfer rights, dependencies and support contact. Customer must preserve mandatory notices. Customer is responsible for its own machine sale, integration, training, first-line support and promises to its direct customers.

9.3 Each seller controls its direct contractual relationship. Customer's downstream customer records and application portfolio remain Customer Data. TACTUN's infrastructure or support role does not give it an unrestricted commercial license to use those records. Technical support access must be authorized, proportionate and subject to confidentiality and data-processing terms. A separately authorized reseller or OEM chain must preserve these responsibilities at each tier.

10 Engineering and regulatory responsibilities

10.1 TACTUN is responsible for the conformity and obligations of the Hardware, software and services it supplies under the Order. Customer is responsible for requirements it supplies, final machine design, integration, calibration where assigned, application logic, operator training, commissioning, system risk assessment and final-product compliance. Neither party transfers duties that the law assigns to it merely by naming the other party in this Agreement.

10.2 Customer must validate AI outputs, test methods, calculations, reports, control limits, fault responses and storage behavior for its intended application. A reference to ASTM, ISO or another standard does not supply a copyrighted standard, certify a test method or establish accreditation. The Order must identify any specific standard, revision, compliance work, certification and responsible party included in scope.

10.3 Safety logic, sequencing and interlocks are not represented as certified functional safety unless the Order identifies the certified product, function and applicable certificate. Customer must design and validate the complete safety architecture, including independent protective measures where required. Medical, life-support, aviation, nuclear and other specifically regulated or critical uses require an expressly agreed application scope and applicable approvals before use; general marketing examples do not provide that approval.

10.4 Each party will comply with applicable export controls, sanctions and import requirements for its activities. The Order identifies permitted destinations and any certification or import obligations. Customer must not divert products or permit access in violation of applicable restrictions. TACTUN remains responsible for export information and authorizations legally assigned to it; Customer remains responsible for its own exports and final-product use.

10.5 The parties will promptly cooperate on credible safety defects, security vulnerabilities and required corrective actions or recalls. Costs are allocated according to responsibility for the defect, the agreed remedies and mandatory law, rather than automatically shifting every recall cost to Customer. Each party must maintain appropriate insurance for its activities; any required coverage amount must be expressly agreed in the Order.

11 Customer data and privacy

11.1 As between the parties, Customer retains rights in Customer Data. TACTUN may process it to provide, secure and support the ordered services, act on documented instructions and comply with law. This permission does not include selling Customer Data, exploiting confidential machine designs, or using Customer Data to train general-purpose AI models. Any additional AI-training permission requires a separate, specific opt-in and all necessary downstream permissions.

11.2 TACTUN may use service telemetry reasonably necessary for operation, security, diagnostics and license administration. It may use aggregated information for service improvement only where the information cannot reasonably identify Customer, an individual or Customer's confidential machine or process, and it will not attempt re-identification. Personal data processing remains subject to Schedule 3 and applicable law.

11.3 The Order and Schedule 3 identify hosting, support access, data-export formats, backup responsibilities and retention. A logical customer tenant does not promise dedicated physical infrastructure or a geographic restriction unless expressly agreed. Customer is responsible for local machine and PC backups and lawful collection of its data. TACTUN remains responsible for the hosted backup and security commitments it expressly undertakes; a customer-backup obligation does not excuse TACTUN's own breach.

11.4 Customer may export Customer Data through supported features during the term. Following expiry or termination, TACTUN will provide a 30-day retrieval period and reasonable assistance for data held in its services, unless law requires another period or access itself would create a material security risk. In that case, a secure alternative transfer will be offered where lawful. Deletion, backup aging and any legal retention follow Schedule 3. Proprietary TACTUN source is not an exportable deliverable merely because a configuration uses it.

11.5 Mandatory connected-product data access, lawful cloud switching and data-protection rights are preserved. Before accepting an Order subject to connected-product data disclosure or cloud-switching requirements, including applicable provisions of the EU Data Act, TACTUN must provide the required precontract information and the parties must complete an applicable data-access or switching schedule. That schedule must identify relevant data and exportable digital assets, exclusions and formats, request and notice procedures, transition periods, service continuity, retrieval and erasure, lawful charges, assistance and required provider disclosures. The generic retrieval period in section 11.4 does not replace longer or additional mandatory requirements. A trade-secret claim does not automatically override statutory access rights; applicable safeguards and procedures must be followed.

12 Confidentiality

12.1 Each party will protect nonpublic business and technical information disclosed by the other that is identified as confidential or reasonably understood to be confidential, using reasonable care and no less than the care it uses for its own similar information. It may use that information only for the agreed relationship and disclose it only to personnel, contractors and advisers who need it and are bound to appropriate confidentiality duties.

12.2 Information is excluded to the extent the recipient can show that it was already lawfully known without restriction, independently developed without the protected information, lawfully received from an unrestricted third party or became public without breach. Legally compelled disclosure is permitted to the required extent, with advance notice where lawful and reasonable cooperation on protection.

12.3 Confidentiality continues for five years after the relevant disclosure; trade secrets remain protected for as long as they qualify under applicable law. Personal data protections continue for as long as the data is held. Public standard terms are not confidential merely because this Agreement incorporates them. No noncompetition, employee nonsolicitation or restriction on truthful lawful reporting is created by this Agreement.

13 Support updates and lifecycle

13.1 The Order states support channels, hours, time zone, response targets, included integration or training and any separately purchased SLA. Without a signed SLA, no uptime percentage, 24-hour hotline, response deadline or resolution deadline is promised. TACTUN will provide the support expressly included in the Order with reasonable skill and care.

13.2 Cloud services may be maintained and updated during the term. TACTUN will give reasonable notice of planned material interruptions and changes and will not materially reduce contracted functionality during a prepaid term without an agreed replacement or a right to terminate the affected service and receive the unused prepaid fee. Desktop application adoption, controller firmware updates and customer machine revalidation follow the documented delivery process. Emergency security or legal changes may require shorter notice.

13.3 TACTUN will give reasonable advance notice of material supported-interface changes and end of support. Unless an Order states a longer period, it will aim to give at least 90 days for a breaking supported API change and six months for hardware end of life, where reasonably practicable. The notice will identify migration or last-order options. An unexpected component discontinuation may require another agreed arrangement. These notice commitments do not guarantee indefinite supply or future compatibility.

13.4 Commercial feature updates, hardware warranty and legally required security support are separate. The Order must identify any declared security-support period and end date applicable to the delivered product. Subscription expiry does not remove mandatory vulnerability, reporting, corrective-action or security-update obligations. Source escrow, manufacturing continuity rights and step-in rights exist only under a separate signed agreement identifying triggers and permitted use.

14 Fees and payment

14.1 Charges, currency, deposits, milestones and payment dates appear in the Order. Monthly installments of an annual commitment do not create a monthly cancellable subscription. Subscription billing starts on the date or objective acceptance milestone expressly stated in the Order; prototype shipment, account creation and evaluation access do not independently start billing.

14.2 Unless otherwise stated, invoices are payable within 30 days. Customer must raise a good-faith invoice dispute promptly with reasonable detail and pay undisputed amounts when due. Overdue undisputed amounts accrue simple interest at the lesser of 1 percent per month and the maximum lawful rate, plus reasonable lawful collection costs. The parties will investigate disputed charges in good faith.

14.3 Prices exclude applicable transaction taxes, duties and shipping unless stated otherwise. Customer pays taxes legally chargeable to it, excluding taxes on TACTUN's income. Required withholding is permitted with appropriate evidence and cooperation on available treaty relief. No open-ended gross-up or reimbursable expense is implied; expenses require prior agreement.

14.4 Accepted hardware prices remain fixed for their agreed quantities and scope except for an agreed change order. Software renewal prices require at least 60 days' written notice before renewal, giving Customer the nonrenewal opportunity in section 18. No website price change alters an existing committed term. There is no most-favored-supplier adjustment.

15 Warranties and remedies

15.1 TACTUN warrants that Hardware will materially conform to the agreed Specifications and be free from defects in materials and workmanship for 12 months after delivery. It warrants good title to physical Hardware transferred under section 4. Warranty coverage excludes a defect to the extent caused by misuse, operation outside documented ratings, improper installation, unauthorized material alteration or a third-party component or application. Normal authorized integration, use of a supported API or permitted Customer software does not itself void the warranty.

15.2 Customer must notify TACTUN promptly after discovering a defect within the warranty period and follow a reasonable return-authorization process. TACTUN will investigate and, for a covered defect, repair or replace the affected unit at its expense within a reasonable time. If neither remedy is reasonably available, TACTUN will accept return and refund the price of that unit. TACTUN bears reasonable agreed return freight for a confirmed covered defect. Repaired or replaced units receive the longer of the remaining original warranty and 90 days. Advance replacement and on-site labor require an express service commitment.

15.3 During the paid service term, TACTUN warrants that the ordered Builder or Developer Offering will materially conform to its agreed documentation and that its services will be performed with reasonable skill and care. Supplied standalone Runtime is warranted to materially conform to its agreed documentation for 90 days after first delivery. For a reproducible material nonconformity reported during the applicable period, TACTUN will correct it or provide a reasonable workaround; if it cannot do so within a reasonable time, Customer may terminate the materially affected software supply or service and obtain a refund of the applicable unused prepaid service fees or the separately paid affected Runtime fee. The Order should allocate bundled fees where a separate Runtime remedy is needed.

15.4 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT AND RIGHTS THAT CANNOT LAWFULLY BE EXCLUDED, TACTUN DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TACTUN DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION, THE CORRECTNESS OF CUSTOMER OR THIRD-PARTY AI OUTPUT, OR THE SAFETY OR CERTIFICATION OF A COMPLETED MACHINE OUTSIDE ITS EXPRESS SCOPE. This disclaimer does not cancel the express warranties, IP claim protection, security commitments or non-waivable duties stated elsewhere.

15.5 Evaluation and beta items must be identified as such in the Order, with permitted environments, expiry, fees and return or deletion requirements. They carry no production authorization or production SLA unless expressly agreed. Any reduced warranty must be disclosed in that evaluation Order and remains subject to mandatory law. No automatic conversion from a free evaluation to a paid subscription occurs without express agreement.

16 Third party claims

16.1 TACTUN will defend Customer against a third-party claim that authorized use or distribution of TACTUN's proprietary Hardware or software as supplied infringes a patent, copyright or trade secret in an agreed sales territory, and pay damages and settlement amounts finally awarded or approved by TACTUN. Exclusions apply only to the extent the claim is caused by Customer Materials, an unauthorized modification or combination, or continued use after a non-infringing equivalent and reasonable transition have been provided. An intended integration described in the Specifications is not excluded merely because it is a combination.

16.2 TACTUN may obtain continued rights, modify or replace the affected item without materially reducing agreed functionality, or, if neither is commercially reasonable, terminate the affected supply and refund unused prepaid service fees and the affected Hardware or perpetual Runtime price less straight-line depreciation over 36 months from delivery. Any different allocation must be stated in the Order. This section states the contractual IP infringement remedy, subject to section 17 and mandatory law.

16.3 Customer will defend TACTUN against third-party claims caused by infringement in Customer Materials, Customer's unlawful or unauthorized application use, or Customer's negligent machine

integration or additional downstream warranties, and pay damages and settlements finally awarded or approved by Customer. This obligation excludes the extent attributable to TACTUN's breach, defective supplied technology or negligence. Each party remains responsible for its own acts.

16.4 The indemnified party must give prompt notice, allow the defending party reasonable control of the defense and provide reasonable cooperation at the defending party's expense. Delay reduces protection only to the extent it materially prejudices the defense. No settlement may admit fault, impose a nonmonetary obligation or fail to release the indemnified party without its consent, not unreasonably withheld. These indemnities address third-party claims, not every direct contract dispute.

17 Limits of liability

17.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE, GOODWILL OR BUSINESS OPPORTUNITIES. Reasonable direct costs of restoring data lost through a party's breach are not excluded merely because the loss involves data. Amounts payable to a third party under section 16 are not excluded merely because that third party's damages are consequential.

17.2 Subject to sections 17.3 and 17.4, each party's aggregate liability for claims arising from the same or related events is limited to the price paid or payable for the Hardware and separately charged perpetual Runtime directly affected, plus the fees paid or payable for the affected services in the 12 months before the first event giving rise to the claims. Multiple claims concerning the same event do not multiply this cap. For an evaluation with no fees, the cap is USD 5,000. An Order may expressly agree a different cap appropriate to the project and insurance.

17.3 Liability for breach of confidentiality, breach of the data protection or security obligations, and the indemnities under section 16 is subject to an aggregate cap of twice the amount calculated under section 17.2 for the same or related events. This higher cap replaces, and is not added to, the ordinary cap for those claims.

17.4 No exclusion or cap limits payment of agreed fees, refunds expressly due, fraud, willful misconduct, or liability that applicable law does not permit the parties to exclude or limit, including applicable personal injury and defective-product liability. Liability for deliberate unauthorized copying or manufacture of the other party's protected technology is not limited by sections 17.1 to 17.3. Nothing restricts an individual's statutory rights or a regulator's powers.

18 Term and renewal

18.1 This framework remains in effect while an Order or surviving obligation remains in effect. Each subscription has the initial term stated in its Order. The standard term is 12 months where selected in the Order. A subscription renews for successive 12-month terms only if the Order expressly selects automatic renewal and neither party gives written nonrenewal notice at least 30 days before expiry. Otherwise, renewal requires agreement.

18.2 Nonrenewal ends future subscription service and development rights, subject to data retrieval and the surviving Runtime rights. It does not cancel an accepted hardware commitment or extinguish a warranty. Term, renewal, payment frequency and deployment-license duration must be recorded separately.

19 Suspension termination and continuity

19.1 A party may terminate an affected Order for the other's material breach that remains uncured 30 days after written notice describing the breach. TACTUN may suspend the affected unpaid service or undelivered supply if an undisputed overdue amount remains unpaid 15 days after a written suspension warning. It will not suspend for a good-faith disputed amount while Customer pays the undisputed balance and cooperates in resolution.

19.2 TACTUN may immediately restrict the minimum affected access reasonably necessary to address a credible serious security threat, unlawful use or a binding legal requirement. It will notify Customer

promptly where lawful, explain the basis and restore service when resolved. Suspension is proportionate to the affected service and does not authorize a destructive action on Customer Data or a remote action that creates an unsafe machine condition.

19.3 Subscription expiry or a payment dispute does not authorize a remote commercial shutdown of a fully paid Offline Deployment or revoke its continuing local operating rights under section 6.2. Cloud Services may expire or be suspended under their own Order and this Agreement, subject to the applicable notices, safe transition and data-retrieval rights. They need not continue without a valid entitlement merely because a customer owns Hardware or an offline application. Ending an optional cloud feature must not itself disable separately licensed offline functions. Any expressly time-limited operational entitlement must have documented safe expiry behavior and downstream disclosure under section 6.4. Emergency product-safety action and legally required restrictions remain available under applicable law and the agreed incident process.

19.4 On termination, accrued undisputed charges remain due. Customer stops access and use rights that have ended and returns or deletes confidential materials that are no longer needed for surviving rights. TACTUN provides the data retrieval and deletion process in section 11 and Schedule 3. Customer retains its own materials and lawful service copies for surviving Deployments. The parties will identify existing delivered applications and any paid but undelivered commitments so the handover does not silently abandon downstream customers.

19.5 If Customer terminates for TACTUN's uncured material breach, TACTUN refunds unused prepaid fees for the terminated service and advances for affected undelivered items, without limiting other lawful remedies within section 17. If TACTUN terminates for Customer's breach, any claim for the remaining committed charges is subject to applicable law, avoided costs and mitigation; no double recovery is allowed. Migration or engineering assistance beyond the included handover requires agreed fees, except where law or remediation of TACTUN's breach requires otherwise.

19.6 Ownership, confidentiality, accrued payment duties, claims and liability provisions, dispute terms, data obligations and valid perpetual Runtime and downstream rights survive as needed to give them effect. There is no general 12-month cutoff extinguishing ownership, trade-secret protection or continuing End User licenses.

20 General provisions

20.1 The parties are independent contractors. Neither has authority to act as the other's agent. Neither may assign this Agreement without consent, not unreasonably withheld, except to a successor in a merger, reorganization or sale of substantially all relevant business assets that assumes the obligations and does not materially impair the other's rights. This does not permit disclosure of confidential technology to a prohibited recipient or an unlicensed expansion of use.

20.2 Formal notices go to the legal notice email and postal address in the Order. Email notice takes effect on acknowledged receipt or the next business day after transmission if no delivery failure is received; a party may request a duplicate by courier for termination or dispute notices. Operational support messages alone do not amend the Agreement.

20.3 Delaware law governs, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. Mandatory laws remain applicable. Senior representatives will first try to resolve a dispute for 30 days after written notice. Unless an Order expressly selects a different dispute arrangement, unresolved disputes will be finally determined by one arbitrator under the AAA Commercial Arbitration Rules, seated in Wilmington, Delaware, in English. For an international transaction, the parties may instead expressly select ICDR administration in the Order. Courts with jurisdiction may grant interim relief or enforce an award. The arbitrator may award reasonable costs as permitted by the applicable rules and law.

20.4 This Agreement and its accepted Orders are the entire agreement for their stated scope. Amendments require express written agreement of authorized representatives; publication of revised online terms is not an amendment. Waiver of one breach does not waive another. An invalid provision is limited or severed as necessary without invalidating the remainder. Electronic signatures and counterparts are permitted. No person is a third-party beneficiary except as expressly stated in accepted downstream terms or mandatory data-protection clauses.

20.5 Neither party is liable for delay caused by events beyond its reasonable control that it could not reasonably prevent or mitigate. The affected party must promptly notify the other and mitigate the impact. This does not excuse payment for delivered conforming items, confidentiality, reasonable security or legally required incident handling. After 60 consecutive days of material interruption, either party may terminate the undelivered affected portion, with a fair accounting and repayment of advances for work not delivered or properly chargeable under the Order.

Schedule 1 Order form

This form records the transaction-specific terms. Blank fields confer no additional entitlement or operational commitment. The Order must identify all required commercial and technical terms before acceptance. Record perpetual offline rights and cloud-service subscriptions separately in the deployment record below.

Parties and contract record

Order number [ ]
TACTUN contracting entity TACTUN, Inc. • Notice address [ ] • Notice email [ ]
Customer legal name and registration jurisdiction [ ] • Address [ ]
Customer commercial contact [ ] • Technical contact [ ] • Legal notice email [ ]
Effective date [ ] • Quotation validity [ ] • Incorporated Agreement version and copy [ ]
Existing agreements preserved or expressly replaced [ ]

Hardware and engineering

Controller model and board revision [ ] • Quantity [ ] • Unit price and currency [ ]
Specifications and document revisions [ ] • Included accessories and Integration Documentation [ ]
Engineering scope and any included design fee [ ] • Paid prototype scope and price [ ]
Binding volume commitment if any [ ] • Disclosed design-cost recovery if any [ ]
Prototype and production acceptance tests [ ] • Review periods and responsible persons [ ]
Deposit and payment milestones [ ] • Delivery estimate and latest agreed date [ ]
Incoterms 2020 rule and named place [ ] • Freight and import responsibilities [ ]
Warranty variation if any [ ] • Product security-support period and end date [ ]
Approved destinations and certifications included [ ] • Custom IP assignment if any [ ]

Software entitlements

Select one or both offerings [ ] Builder [ ] Developer Offering
Included features and supported versions [ ] • Subscription term [ ]
Named users [ ] • Registered installations [ ] • Concurrent sessions [ ]
State explicitly if a field is unlimited or not applicable. Browser and desktop treatment [ ]
Authorized Products and controller families [ ] • Controller or deployment recording method [ ]
Generated application entitlement unlimited within authorized scope unless varied here [ ]
Permitted redistribution list and Runtime version record [ ]
Delivery mode [ ] Offline Runtime [ ] Cloud tenant [ ] Connected downstream service
Branding rights for Hardware, Generated Applications and Builder separately [ ]
MCP/API compatibility, supported operations and development environments [ ]
Third-party AI accounts and fees included or excluded [ ]
Hosting region, capacity and permitted downstream hosted tenants [ ]
Software fees and allocation of any bundled Runtime price [ ]
Billing frequency [ ] • Billing start or objective acceptance trigger [ ]
Automatic renewal [ ] Yes [ ] No • Nonrenewal period [ ] • Renewal price-notice period [ ]
Support hours, time zone, channels and response targets [ ] • Training [ ] • Signed SLA if any [ ]

Deployment and subscription record

Paid Offline Deployments and their perpetual local operating scope [ ]
Cloud Services and hosted end-user functions [ ] • Cloud subscription holder and contracting party [ ]
Cloud term, fees, usage limits, renewal and connectivity requirements [ ]
Cloud expiry notices, grace period if any, safe transition and data retrieval [ ]
Included cloud AI features if available and ordered [ ] • Validation and any automated execution scope [ ]
Other MCP/API or Runtime license duration and redistribution scope [ ]
Nonstandard time limit on an Offline Deployment [ ] None [ ] Expressly agreed, with both parties' initials [ ] [ ]
For an agreed time limit, attach the precise affected functions, duration, safe expiry, recovery and End User disclosure. A cloud subscription or blanket reference to a plan name is insufficient.

Data risk and special terms

Schedule 3 processing details, security commitments and subprocessors completed [ ]
Data export and retention [ ] • Local backup responsibility [ ] • Hosted backup commitments [ ]
Accepted prototype limitations or beta scope [ ] • Insurance requirements [ ]
Liability cap changes and reasons [ ] • Dispute arrangement if varied [ ]
Other negotiated variations identifying the affected provisions [ ]

Acceptance

For TACTUN • Name [ ] • Title [ ] • Signature [ ] • Date [ ]
For Customer • Name [ ] • Title [ ] • Signature [ ] • Date [ ]

Schedule 2 Minimum downstream runtime terms

Customer must incorporate these protections into its End User agreement, adapted to the actual delivery. These paragraphs do not replace Customer's complete machine sales, safety, privacy or support terms. Customer is the seller and support contact unless an express agreement states otherwise.

License and ownership

The machine includes software owned or licensed by TACTUN and other licensors. Those components are licensed in object-code form for use with the specified machine, controller and permitted host installations. Ownership of the physical machine does not transfer software ownership, board design rights, manufacturing files or proprietary source code. The End User may retain reasonable backups and use an authorized replacement installation for the same machine.

The entitlement summary must distinguish the paid Offline Deployment and its perpetual local operating rights from Cloud Services and other time-limited entitlements. Expiry of the machine builder's development subscription does not itself end the End User's right to operate the supplied offline application and required local Runtime. Hosted end-user applications, cloud AI features, remote processing and other Cloud Services require their own valid service entitlement and may end when that entitlement expires. The summary must identify the cloud subscriber, dependencies, renewal requirements and safe expiry behavior. A separate valid cloud subscription does not end merely because the machine builder's development subscription ends. Future updates and additional machines may require separate rights.

Restrictions and transfer

The End User must not copy the Runtime for additional machines, circumvent lawful entitlement or access controls, manufacture copied TACTUN hardware, or extract proprietary source except where applicable law permits. It may transfer the Runtime with the corresponding machine to a recipient accepting the same restrictions, using the supported controller-binding and recovery process. Required third-party notices and mandatory open-source or interoperability rights remain effective.

Operation support and data

The End User must operate within the machine's documented limits, maintain required safeguards and backups, and use qualified personnel for changes and maintenance. AI-generated commands or software require appropriate review and testing. The machine builder must identify the actual safety provisions, applicable warranties, support contact, update procedure and data processing. These terms do not transfer non-waivable manufacturer or supplier duties to the End User.

Ending rights and preserving remedies

Rights in the affected Runtime may end for a material uncured license breach after reasonable notice and opportunity to cure, subject to mandatory law. A seller's unrelated subscription expiry or breach does not terminate a compliant End User's fully paid offline local operating rights. This protection does not extend an expired Cloud Services subscription. TACTUN and its relevant licensors are intended beneficiaries only of the provisions protecting their IP and license restrictions, to the extent permitted by law; this does not create unagreed direct support duties. No term excludes a remedy or liability that cannot lawfully be excluded.

Schedule 3 Data processing terms

This Schedule applies when TACTUN processes personal data on Customer's behalf through ordered services. It supplements, rather than replaces, the completed processing record below and any required international transfer mechanism. For its own website inquiries, account administration, billing and legally required records, TACTUN may act as an independent controller as described in the applicable privacy notice.

1 Roles and instructions

Customer acts as controller or, where processing for its own customer, as an authorized processor appointing TACTUN as subprocessor. Customer must have authority for the instructions it gives. TACTUN processes personal data only on documented instructions in the Agreement, Order and authorized service use, including transfer instructions, unless law requires otherwise. It will inform Customer of a legal requirement where permitted and notify Customer if an instruction appears to infringe applicable data-protection law.

2 Confidentiality and security

TACTUN will bind authorized personnel to confidentiality, limit access to need, and implement technical and organizational measures appropriate to the processing risks. The completed security record must state the controls actually committed to, including access management, transmission security, tenant separation, logging, backup, restoration and incident response. No certification, recovery objective or absolute security guarantee arises from a blank field or general website statement.

3 Subprocessors and transfers

Before processing starts, the parties must complete the processing and security record and identify authorized subprocessors and any required transfer mechanism. Customer authorizes only the subprocessors disclosed in the completed list, subject to this Schedule. TACTUN will inform Customer in advance of an intended addition or replacement and give a meaningful opportunity to object on data-protection grounds before the new subprocessor begins processing. The standard notice period is 30 days; a shorter period requires an objectively justified urgency and must still preserve that advance notice and opportunity, or Customer's specific written authorization. The parties will work on an alternative; if none is reasonably available, Customer may terminate the affected service with a refund of unused prepaid fees. TACTUN will impose materially equivalent protections and remain responsible for its subprocessors' performance of those obligations.

International access and transfers must use a lawful mechanism applicable to the actual entities and data flow. Where needed, the parties will execute the relevant EU Standard Contractual Clauses and complete their annexes, and any required UK Addendum or IDTA, before the transfer. This Schedule alone is not an international transfer mechanism. The Order must identify hosting and remote-support locations; choosing an EU cloud region does not eliminate overseas access considerations.

4 Assistance and incidents

Taking account of the nature of processing and information available, TACTUN will reasonably assist Customer with data-subject requests, security obligations, impact assessments and regulator consultations. TACTUN will notify Customer of a personal-data breach affecting Customer's data without undue delay after becoming aware, provide available details and updates, and cooperate in mitigation. It will not delay initial notification until the investigation is complete. Any shorter contractual notification target must be expressly agreed.

5 Information and audit

TACTUN will provide information reasonably necessary to demonstrate compliance with these processing obligations and allow proportionate audits, including inspections, by Customer or its independent auditor.

Use existing reports first where sufficient. Audits require reasonable notice, confidentiality and safeguards for other customers' data and system security; urgent regulatory or incident needs are handled appropriately. Ordinary audit costs may be allocated reasonably, but charges must not frustrate mandatory audit rights.

6 Return and deletion

At Customer's choice, TACTUN will return or delete personal data after services end, subject to the agreed retrieval period and legally required retention, and delete existing copies unless law requires retention. The completed record must specify production deletion timing and the maximum backup-retention period. Until deletion, retained data remains protected, is restricted from ordinary use, and is processed only for permitted retention or recovery. Upon request, TACTUN will provide reasonable confirmation of deletion. Restoration from backup must reapply relevant deletion instructions.

7 Processing and security record

Subject matter and service [ ] • Duration [ ] • Nature and purposes [ ]
Customer role and downstream authority [ ] • Data subject categories [ ]
Personal data categories [ ] • Special-category or other sensitive data permitted [ ]
Hosting entity and region [ ] • Support-access countries and entities [ ]
Subprocessor names, roles, locations and notice channel [ ]
Transfer mechanism and completed annexes where required [ ]
Access controls and tenant-boundary commitments [ ] • Encryption commitments [ ]
Logging and access review [ ] • Hosted backup frequency and restoration process [ ]
Agreed recovery point and recovery time objectives if any [ ]
Customer export formats and transfer process [ ] • Production deletion timing [ ]
Maximum backup retention [ ] • Security contact [ ] • Customer privacy contact [ ]
Additional local-law processing terms where required [ ]