

HOWTOROBOT

Master Terms & Conditions

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How to Use This Document

These Master Terms & Conditions govern all use of the HowToRobot Platform and all Bolt-On Services engagements. They are structured as follows:

- Part I — Platform: governs access to and use of the HowToRobot Platform by Customers, Suppliers, and Visitors
- Part II — Bolt-On Services: governs all professional services engagements
- Part III — General Provisions: applies to all Platform and Bolt-On Services use
- Schedule A — EU/EEA: supplementary terms for EU and EEA Users
- Schedule B — United States: supplementary terms for US Users
- Schedule C — United Kingdom: supplementary terms for UK Users
- Schedule D — Enterprise Addendum: applies to Enterprise Agreement holders

Which Schedule applies to you?

Your Location	Contracting Entity	Governing Law	Applicable Schedule
European Union / EEA	HowToRobot ApS	Danish law	Schedule A
United States	HowToRobot Inc.	Delaware law	Schedule B
United Kingdom	HowToRobot UK Ltd.	English law	Schedule C
Enterprise (any)	Applicable entity	As agreed	Schedule D + A/B/C

Where a separately executed Enterprise Agreement or Master Service Agreement (MSA) is in place, that agreement governs to the extent of any conflict with these Terms. In all other respects, these Terms continue to apply in full.

PLEASE READ THESE TERMS CAREFULLY. They contain important information about your legal rights, obligations, and remedies.

PART I — PLATFORM

Part I governs access to and use of the HowToRobot Platform by Customers, Suppliers, and Visitors.

1. Definitions

The following definitions apply throughout these Terms, listed in alphabetical order:

Bolt-On Services	Discrete professional services delivered by HowToRobot in connection with a Customer's automation procurement activities. Governed by Part II.
Commission	A fee payable by a Supplier to HowToRobot upon completion of a facilitated transaction.
Confidential Information	Any information of a confidential nature — including technical, financial, or commercial information — that is designated as confidential, is confidential by law or regulation, or is by its nature clearly confidential.
Content	Any information, images, data, or material accessible on the Platform, provided by HowToRobot, Suppliers, Customers, AI tools, or third parties.
Contracting Entity	The HowToRobot legal entity applicable to the User's jurisdiction, as specified in the relevant Schedule.
Customer	A User who has registered on the Platform and created or submitted a Project.
Delivery Partners	Independent contractors, freelancers, and subcontractor organizations engaged by HowToRobot to deliver Bolt-On Services, whether located in the EU, UK, US, or elsewhere.
Enterprise Agreement	A separately negotiated written agreement between HowToRobot and an enterprise Customer or Supplier, incorporating Schedule D.

Platform	The HowToRobot online platform at www.howtorobot.com and related domains, including all tools, features, and functionalities.
Project	An automation sourcing request or Request for Quote published by a Customer on the Platform.
Project Credit	A credit entitling a Customer to publish one Project to the Platform marketplace.
Proposal	A solution description, budgetary quote, or response submitted by a Supplier in response to a Project.
Service Proposal	A written document setting out the scope, deliverables, timeline, and fees for a Bolt-On Services engagement, agreed and accepted in writing by both parties.
Subscription	A paid plan providing access to Platform features and a defined number of Project credits.
Supplier	A User who has registered and claimed a Supplier profile on the Platform.
User	Any registered Customer or Supplier on the Platform.
Visitor	Any person accessing non-restricted Platform content without registering as a User.

2. The Platform

HowToRobot provides an online marketplace and decision intelligence platform enabling Customers to source automation solutions and Suppliers to connect with automation procurement opportunities. The Platform includes tools for project creation, supplier matching, budgetary quoting, market intelligence, and related services.

2.1 Platform Availability

HowToRobot uses commercially reasonable efforts to maintain the availability and performance of the Platform. Planned maintenance may occasionally result in temporary service interruptions. HowToRobot does not guarantee uninterrupted availability unless otherwise agreed in an Enterprise Agreement.

All Content, features, and functionalities are owned by or licensed to HowToRobot. Unauthorized copying, distribution, or commercial use of Platform Content is strictly prohibited without prior written consent from HowToRobot.

3. Registration

3.1 Customer Registration

Registration as a Customer is available to legal entities, organizations, and individuals aged 18 years or older. By registering on behalf of a legal entity or organization, you represent that you have authority to bind that entity to these Terms.

3.2 Supplier Registration

Registration as a Supplier is available to legal entities, organizations, and individuals aged 18 years or older. Suppliers may register with a free claimed profile or subscribe to a Premium membership for full Platform access including Expression of Interest and Budgetary Quoting functionalities.

4. Projects

4.1 Creation and Publication

Customers may create Projects manually or using HowToRobot's AI-assisted tool. A Project is published when the Customer actively selects the Publish function. One Project Credit is consumed upon publication. Creating or editing a draft does not consume Project Credits.

Published Projects may be visible to Suppliers globally without geographical limitation. The Customer acknowledges and accepts this upon publication.

4.2 Editing and Republishing

Published Projects may be edited without consuming additional Project Credits unless the Project is withdrawn and republished as a new Project, in which case an additional Project Credit may be required.

4.3 Quality Review

HowToRobot may review Projects prior to distribution for quality, legitimacy, and platform integrity. This review does not constitute verification, endorsement, or technical validation. Customers remain solely responsible for all Project content.

4.4 Customer Responsibilities

Customers are solely responsible for:

- The accuracy, completeness, and legality of all Project content
- Ensuring internal investment approval before publishing Projects
- Allocating adequate internal resources to complete the procurement process
- Evaluating all Supplier proposals and conducting independent due diligence
- All decisions made on the basis of Platform content or AI-generated outputs

5. Subscriptions and Project Credits

5.1 Subscription Plans

HowToRobot offers paid Subscription Plans providing access to additional Platform features and a defined number of Project Credits per subscription period. Current plans include:

Basic Subscription Plan — 3 Project Credits per year

Pro Subscription Plan — 10 Project Credits per year

Enterprise — negotiated user limits and features per Enterprise Agreement

HowToRobot may introduce, modify, or discontinue Subscription Plans with prior written notice.

5.2 Billing and Payment

Platform subscriptions are billed as follows:

- Monthly subscriptions: charged by credit card on the Platform on a monthly basis
- Annual subscriptions: invoiced, payable within 30 days of invoice date
- All fees are exclusive of applicable taxes, VAT, GST, or other governmental charges
- Where applicable, HowToRobot will add VAT or equivalent indirect tax to invoices at the prevailing rate
- The subscriber is responsible for any additional taxes not collected by HowToRobot

5.3 Automatic Renewal

Subscriptions renew automatically at the end of each billing period unless cancelled before the renewal date. Upon renewal, the fee applicable at the time of renewal will be charged.

HowToRobot will provide a minimum of 30 days' written notice of any pricing changes prior to renewal.

5.4 Cancellation

Subscribers may cancel at any time through account settings or by contacting HowToRobot. Cancellation is effective at the end of the current billing period. No refunds are issued for unused time within a subscription period unless required by applicable law.

5.5 Project Credit Terms

- Project Credits are allocated at the start of each subscription period
- Project Credits expire at the end of the subscription period and do not roll over
- Project Credits expire immediately upon subscription cancellation or termination
- Additional Project Credits may be available for purchase outside a subscription plan
- Project rejection or removal does not automatically restore consumed Project Credits

6. Supplier Memberships and Fees

6.1 Membership Tiers

- Free (Non-claimed profile): Limited functionality; no project notifications or Expression of Interest capability
- Free (Claimed profile): Project notifications; limited Expression of Interest capability; profile must be kept current
- Premium membership: Full access to all Projects, Expression of Interest, Budgetary Quoting, and Platform features

6.2 Membership Fees

Premium membership fees are as published on www.howtorobot.com/join. HowToRobot reserves the right to change membership fees with a minimum of 60 days' written notice to existing subscribers. Fee changes apply only upon renewal.

6.3 Commission Fee

HowToRobot charges a commission of 5% of the total agreed transaction value on transactions facilitated through the Platform, regardless of whether all aspects of the transaction were completed using the Platform. Commission is payable solely by the Supplier.

For transactions exceeding USD 1,000,000, the commission is capped at USD 100,000, plus the value of any Bolt-On Services previously delivered to the Customer in connection with the same Project.

Commission is invoiced upon transaction completion and payable within 30 days of invoice date. HowToRobot does not offer refunds on commission payments.

6.4 Supplier Key Commitments

Suppliers commit to:

- Maintaining accurate and current company and product profiles
- Submitting Budgetary Quotes when selected following an Expression of Interest
- Keeping Budgetary Quotes valid for a minimum of 90 days from submission
- Disclosing the use of subsuppliers to the Customer prior to engagement
- Not bypassing or acting disloyally to the Platform in dealings with Customers

By submitting Proposals, RFI responses, and pricing information on the Platform, Suppliers acknowledge and agree that HowToRobot processes such data for the purposes of platform operation and the development of anonymized market intelligence. Prior to any AI processing or use for market benchmarking, HowToRobot strips all identifying information — including Supplier name, contact details, and any other information that could identify the Supplier — from proposal and pricing data. Anonymized derivative data generated from this process is HowToRobot's proprietary market intelligence and is not attributable to any individual Supplier.

6.5 Supplier Misconduct

HowToRobot will engage in dialogue with a Supplier before applying any disciplinary action. Disciplinary measures may include temporary degradation to free membership, restriction from future project matching, or permanent removal from the Platform. Actions giving rise to disciplinary measures include failure to pay commission, Platform bypass, or repeated misconduct.

6.6 No Circumvention

Customers and Suppliers introduced through the Platform shall not intentionally structure or conduct transactions for the primary purpose of avoiding any commission or fee payable to HowToRobot under these Terms.

7. Platform Integrity

HowToRobot reserves the right to remove, suspend, or refuse publication of Projects or profiles that appear fraudulent, constitute spam, contain misleading information, violate these Terms, or undermine the integrity of the Platform. Such actions are at HowToRobot's discretion.

7.1 Acceptable Use

Users shall not scrape, crawl, harvest, or systematically extract Platform Content; reverse engineer, decompile, or attempt to discover the source code or underlying components of the Platform; misuse AI tools to generate unlawful, infringing, deceptive, or harmful content, extract confidential prompts or data, or train or benchmark competing systems; create fake Projects or profiles, impersonate others, or submit materially misleading information; introduce malware, share account credentials, attempt unauthorized access, or interfere with the security or operation of the Platform; or systematically copy, resell, redistribute, or use HowToRobot market intelligence or other Platform Content to build a competing database or service. HowToRobot may remove Content, restrict functionality, suspend or terminate accounts, and report suspected illegal activity to appropriate authorities where reasonably necessary to enforce this Section.

8. AI Tools

HowToRobot's AI-assisted tools generate questions, assumptions, and project structure based solely on information provided by the Customer. All AI-generated outputs are informational only and do not constitute technical, engineering, or procurement advice. The Customer is solely responsible for verifying AI-generated content before acting on it.

HowToRobot currently uses OpenAI as its AI service provider for AI-assisted Platform features. Where OpenAI processes Customer data, HowToRobot maintains appropriate contractual data protection arrangements. OpenAI is not permitted to use HowToRobot Customer data for OpenAI's own model training purposes. Under OpenAI's default API controls, Customer content contained in abuse-monitoring logs may be retained for up to 30 days unless a longer period is legally required. Certain stateful API features may retain application data for a different period or until deletion.

PART II — BOLT-ON SERVICES

Part II governs all professional services engagements delivered by HowToRobot. All HowToRobot professional services — whether delivered as a standalone engagement or in connection with Platform use — are Bolt-On Services governed by this Part II and the applicable jurisdictional Schedule.

9. Scope of Bolt-On Services

Bolt-On Services are discrete, fixed-scope professional services supporting Customers' automation procurement activities. Services include but are not limited to:

- Automation Discovery Workshops — facilitated sessions to identify and prioritize automation opportunities
- Feasibility Assessments — remote or on-site evaluation of specific automation use cases
- Scoping and Project Definition Support — expert-assisted structuring of automation project briefs
- Sourcing and Supplier Outreach — active management of RFI/RFQ processes and vendor engagement
- Budgetary Quote Review and Second Opinion — independent review of vendor proposals and pricing
- Market Benchmarking — analysis of market pricing and supplier landscape for a defined automation category

Each Bolt-On Services engagement is subject to a written Service Proposal agreed between HowToRobot and the Customer prior to commencement. The Service Proposal sets out scope, deliverables, timeline, and fees. In the event of conflict between the Service Proposal and these Terms, the Service Proposal prevails.

10. Delivery

10.1 Delivery Model

Bolt-On Services may be delivered by HowToRobot employees, Delivery Partners, or authorized partner organizations acting under HowToRobot's direction. HowToRobot will inform the Customer of the anticipated delivery model in the Service Proposal.

Where Bolt-On Services are delivered by Delivery Partners, HowToRobot remains the sole commercial counterpart to the Customer. Delivery Partners are not parties to the agreement between HowToRobot and the Customer.

10.2 Delivery Partners

HowToRobot operates a global network of Delivery Partners across the EU, UK, and US. HowToRobot is entitled to engage Delivery Partners wholly or partly for delivery of Bolt-On Services. HowToRobot will inform the Customer in writing where Delivery Partners are involved in delivery.

All Delivery Partners engaged by HowToRobot are bound by written agreements covering confidentiality, intellectual property, and professional conduct obligations at least as protective as those set out in these Terms. HowToRobot is responsible for the acts and omissions of its Delivery Partners in the delivery of Bolt-On Services.

10.3 Personnel

HowToRobot will endeavor to accommodate Customer preferences regarding personnel. HowToRobot reserves the right to assign and reassign personnel and Delivery Partners at its discretion, provided that the skills of assigned personnel are adequate for the engagement.

11. Customer Responsibilities

The Customer shall:

- Provide all information necessary for delivery in a timely, accurate, and complete manner
- Make all management decisions required to progress the engagement
- Designate a senior internal contact with sufficient authority and knowledge to oversee the engagement
- Evaluate the adequacy and results of delivered services
- Accept responsibility for all decisions made on the basis of Bolt-On Service outputs
- Provide necessary on-site facilities and equipment where services are delivered on Customer premises, at no charge to HowToRobot

HowToRobot is not liable for delays or additional costs arising from the Customer's failure to meet these responsibilities. Where such failure prevents HowToRobot from delivering the agreed services, HowToRobot may postpone delivery and invoice the Customer for additional costs directly attributable to the delay.

12. Fees and Payment

12.1 Fees

Fees for Bolt-On Services are as agreed in the applicable Service Proposal. In the event of a change in scope, additional fees may apply and will be agreed in writing prior to additional work commencing.

Out-of-pocket expenses including reasonable travel and accommodation costs will be invoiced separately and are payable within 30 days of invoice, unless otherwise agreed in the Service Proposal.

12.2 Payment Terms

Unless otherwise agreed in the Service Proposal:

- Bolt-On Services are invoiced upon commencement of delivery
- Payment is due within 30 days of invoice date
- Where applicable, HowToRobot will add VAT or equivalent indirect tax to invoices at the prevailing rate
- All fees are otherwise exclusive of applicable taxes, duties, and governmental charges
- The Customer is responsible for any additional taxes not collected by HowToRobot

12.3 Invoice Disputes

Any objection to an invoice must be raised in writing within 7 business days of receipt. Failure to object within this period constitutes acceptance of the invoice. Undisputed portions of any invoice remain due for payment within the standard payment terms.

12.4 Late Payment

In the event of payment default, HowToRobot may:

- Issue payment reminders; a reasonable administrative fee may be added from the second reminder onwards
- Charge default interest on overdue amounts at the rate set out in the applicable jurisdictional Schedule
- Suspend delivery of Bolt-On Services pending resolution of overdue amounts
- Terminate the engagement following written notice if overdue amounts remain unpaid

The Customer shall bear all reasonable costs incurred by HowToRobot in recovering overdue amounts, including reasonable legal costs.

Default interest rates by jurisdiction:

EU/EEA (Schedule A): 8% above the Danish National Bank official discount rate
United States (Schedule B): 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is lower
United Kingdom (Schedule C): 8% above the Bank of England base rate per annum, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998

13. Nature of Services

Bolt-On Services are advisory and procurement support services only. HowToRobot does not design, manufacture, supply, install, or commission automation equipment or robotic systems.

All deliverables — including assessments, project briefs, scoping documents, supplier shortlists, and quote comparisons — are informational in nature and support the Customer's own decision-making. HowToRobot does not warrant that any deliverable will result in a successful automation outcome, cost saving, or return on investment.

The Customer remains solely responsible for all procurement decisions made on the basis of Bolt-On Service outputs.

14. Confidentiality

14.1 Obligations

Each party (the "Receiving Party") agrees to keep confidential all Confidential Information received from the other party (the "Disclosing Party") and to use such information solely for the purposes of performing or receiving the services under these Terms. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted under Section 14.2.

14.2 Permitted Disclosures

The Receiving Party may disclose Confidential Information to:

- Its employees and Delivery Partners who need to know it for the purposes of the engagement, provided they are bound by confidentiality obligations no less protective than those in this Section 14
- Professional advisers bound by duties of confidentiality
- Any person where required to do so by applicable law, regulation, or court order, provided the Receiving Party gives the Disclosing Party as much prior written notice as is reasonably practicable

14.3 Exclusions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party
- Was already known to the Receiving Party before disclosure, as evidenced by written records
- Is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information
- Is received from a third party without restriction and without breach of any obligation of confidentiality

- The Receiving Party is required to disclose by applicable law, regulation, or binding order of a competent authority

For the avoidance of doubt, HowToRobot's use of anonymized, de-identified Supplier proposal data and market data for the purposes of platform improvement and market intelligence — as described in Section 6.4 and Section 18.1(d) — does not constitute a breach of confidentiality, as all identifying information is stripped prior to such use.

14.4 Duration

Confidentiality obligations under this Section 14 survive termination or expiry of any engagement for a period of three (3) years.

14.5 Platform Data

All Content obtained from the logged-in sections of the Platform is confidential and must be treated as such. Re-sale or redistribution of Platform Content is strictly prohibited. Use of automated processes to scrape, extract, or download Platform data is strictly prohibited.

15. Intellectual Property

Ownership of deliverables produced in connection with Bolt-On Services passes to the Customer upon receipt of payment in full.

Nothing in these Terms transfers any background intellectual property, working methods, tools, frameworks, techniques, software, or proprietary data from HowToRobot to the Customer. HowToRobot retains all rights to its pre-existing intellectual property and to general skills, knowledge, and experience developed in the course of any engagement.

The Customer grants HowToRobot a limited, non-exclusive license to use Customer-provided information solely for the purpose of delivering the agreed Bolt-On Services. This license does not extend to use of Customer information for platform improvement, AI training, or market intelligence purposes.

16. Non-Solicitation

During the term of any Bolt-On Services engagement and for a period of six (6) months following its completion or termination, the Customer shall not directly solicit or seek to employ any HowToRobot employee or Delivery Partner who was directly involved in the delivery of that engagement, without HowToRobot's prior written consent.

In the event of breach, the Customer shall pay HowToRobot a contractual fee representing reasonable compensation for the loss of the relevant individual, as specified in the applicable jurisdictional Schedule. This fee is a genuine pre-estimate of loss and not a penalty.

Non-solicitation breach fee by jurisdiction:

EU/EEA (Schedule A): EUR 50,000 per individual

United States (Schedule B): USD 50,000 per individual, or actual documented losses if greater

United Kingdom (Schedule C): GBP 40,000 per individual, subject to reasonableness under English law

17. Security Posture

17.1 Information Security Programme

HowToRobot maintains and periodically reviews a written information security programme designed to protect Customer data against unauthorized access, disclosure, alteration, and destruction. The programme includes administrative, technical, and organisational safeguards appropriate to HowToRobot's size, the nature of the Platform, and the risks associated with its processing activities.

HowToRobot implements technical and organizational security measures appropriate to the nature of the data processed, including:

- Encryption of data in transit using TLS/HTTPS
- Encryption of data at rest using AES-256 (AWS-managed)
- Role-based access controls and least-privilege access principles
- Regular security reviews and vulnerability assessments
- Incident response procedures with Customer notification obligations
- Platform hosted on Amazon Web Services (AWS) cloud infrastructure

HowToRobot is actively pursuing ISO 27001 certification and SOC 2 Type II attestation. Neither certification has been obtained at the date of these Terms.

Customers requiring specific security certifications, audit rights, or formal security commitments should contact HowToRobot to discuss arrangements under Schedule D.

HowToRobot does not guarantee that the Platform or delivery infrastructure will be free from unauthorized access or security incidents. In the event of a material security incident affecting Customer data, HowToRobot will notify affected Customers without undue delay and in accordance with applicable legal requirements.

PART III — GENERAL PROVISIONS

Part III applies to all use of the HowToRobot Platform and all Bolt-On Services engagements.

18. Data, Privacy and Infrastructure

18.1 Data Categories

HowToRobot processes four categories of data:

(a) Account and Registration Data. Information provided upon registration, including company name, contact details, and billing information. HowToRobot acts as data controller for this category. Used to manage accounts, administer subscriptions, and comply with legal obligations.

(b) Project Content Data. Project descriptions, automation requirements, facility details, and related content submitted by Customers. This data belongs to the Customer and may contain commercially sensitive information and trade secrets. HowToRobot acts as data processor for this category and processes it solely to operate the Platform and deliver agreed services. HowToRobot does not claim ownership of Project Content Data and does not use it for platform improvement, AI training, or market intelligence purposes.

(c) Anonymized Pattern Data. Aggregated, anonymized structural patterns derived from automation challenges submitted through the Platform — including process type, industry category, and technical environment. All identifying information is removed before any such use. No individual Customer can be identified from Anonymized Pattern Data. HowToRobot retains the right to use Anonymized Pattern Data to improve and develop the Platform and its AI capabilities.

(d) Supplier Proposal Data. Proposals, RFI responses, pricing, and related commercial information submitted by Suppliers through the Platform. Prior to any AI processing, benchmarking, or market intelligence use, HowToRobot strips all identifying information from Supplier Proposal Data — including Supplier name, contact details, and any other information capable of identifying the Supplier or its specific pricing. Anonymized derivative data generated from this process constitutes HowToRobot's proprietary market intelligence, owned by HowToRobot. No individual Supplier's pricing or commercial terms are disclosed to Customers or third parties in identifiable form.

18.2 Data Ownership

Project Content Data submitted by the Customer remains the Customer's property at all times. HowToRobot does not sell, license, or transfer Project Content Data to third parties for commercial purposes. HowToRobot holds a limited, non-exclusive license to process Project Content Data solely for the purposes of operating the Platform and delivering agreed services.

This license terminates upon account deletion or receipt of a written deletion request, subject to applicable mandatory legal retention requirements.

18.3 Infrastructure

The Platform is hosted using Amazon Web Services (AWS) cloud infrastructure. HowToRobot maintains appropriate contractual, technical, and organisational safeguards for Customer data processed through its infrastructure and material subprocessors. Processing locations and transfer mechanisms may vary according to the services and configurations used. A current list of material subprocessors is available from legal@howtorobot.com.

18.4 Retention

Project Content Data is retained for the duration of the Customer's active subscription and for 12 months following termination or expiry, unless a different period is required by mandatory legal obligation or agreed in writing. Customers may request deletion of Project Content Data by contacting legal@howtorobot.com. Requests will be actioned within 30 days, subject to any mandatory legal retention requirements.

HowToRobot retains event logs relating to the use of the Platform and services for three (3) years for operational, security, audit, and compliance purposes.

Anonymized Pattern Data and anonymized Supplier Proposal Data, having been stripped of all identifying information, are not subject to deletion requests as they cannot be attributed to any individual Customer or Supplier.

19. Liability and Indemnification

19.1 Limitation of Liability

To the maximum extent permitted by applicable law, HowToRobot's total aggregate liability to any User or Customer — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — shall not exceed:

- For Platform services: the total fees paid to HowToRobot by or on behalf of the relevant User or Customer during the twelve (12) months immediately preceding the event giving rise to the claim
- For Bolt-On Services: the total fees paid by the Customer for the specific Bolt-On Services engagement giving rise to the claim

The applicable cap applies regardless of the number of claims arising from a single engagement or subscription period. It does not apply in cases of fraud or willful misconduct by HowToRobot.

19.2 Exclusion of Consequential Loss

Neither party shall be liable to the other for any indirect, consequential, special, or punitive loss or damage, including but not limited to loss of profits, revenue, data, goodwill, business

opportunity, or anticipated savings, whether or not such losses were foreseeable or the other party had been advised of their possibility.

19.3 No Liability for Platform Third Parties

HowToRobot is not liable for the acts, omissions, representations, products, services, or performance of any Customer, Supplier, system integrator, financing provider, or other independent third party connected through the Platform. HowToRobot is not a party to any agreement between a Customer and a Supplier or other Platform-referred third party. This Section does not exclude HowToRobot's responsibility for Delivery Partners engaged by HowToRobot to perform Bolt-On Services, as provided in Section 10.2, subject to the limitations and exclusions of liability set out in this Section 19.

19.4 Indemnification

You agree to defend, indemnify, and hold harmless HowToRobot and its affiliates, directors, officers, employees, and Delivery Partners from and against any claims, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- Your use of or access to the Platform or Bolt-On Services
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property or privacy rights
- Your violation of applicable law
- Any content submitted by you or through your account

19.5 Claims Period

No claim relating to Platform services or Bolt-On Services may be brought by either party more than 12 months after the party discovered, or ought reasonably to have discovered, the circumstances giving rise to the claim, except where a shorter or longer period is required by applicable law.

20. Warranties and Disclaimers

HowToRobot provides the Platform and Bolt-On Services on an "as is" and "as available" basis. HowToRobot makes no warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement, except as expressly stated in these Terms or required by applicable law.

HowToRobot does not warrant that the Platform will be uninterrupted, error-free, or free from viruses or other harmful components.

21. Termination and Suspension

21.1 Termination by Customer

Customers may terminate their Platform subscription at any time by written notice to legal@howtorobot.com or by cancelling through account settings. Termination is effective at the end of the current billing period. Unused Project Credits expire immediately upon termination.

21.2 Termination by Supplier

Suppliers may terminate their membership at any time by written notice to legal@howtorobot.com or through account settings. Upon termination, the Supplier's account will be downgraded to a free non-claimed profile at the end of the current billing period. Outstanding commission obligations survive termination.

21.3 Termination of Bolt-On Services

Either party may terminate a Bolt-On Services engagement by giving 30 days' prior written notice. Upon termination, the Customer will compensate HowToRobot for all services performed and reasonable expenses incurred up to the effective date of termination.

21.4 Termination by HowToRobot

HowToRobot may terminate a User's account or Platform access by providing 30 days' written notice. HowToRobot may terminate immediately and without notice where the User has materially breached these Terms and has failed to remedy the breach within 14 days of written notice, or where termination is reasonably necessary to protect HowToRobot, its Users, or third parties.

21.5 Effect of Termination

Upon termination of Platform access, outstanding payment obligations survive. HowToRobot is not liable for deletion of account data following termination, subject to applicable retention obligations.

21.6 Survival

Provisions that by their nature survive termination continue in full force and effect, including: confidentiality (Section 14), intellectual property (Section 15), non-solicitation (Section 16), liability and indemnification (Section 19), payment obligations, and governing law.

22. General

22.1 Entire Agreement

These Terms, together with the applicable jurisdictional Schedule and any executed Service Proposal or Enterprise Agreement, constitute the entire agreement between HowToRobot and

the User and supersede all prior agreements, representations, and understandings relating to the same subject matter.

22.2 Modification

HowToRobot may amend these Terms at any time. Material changes will be communicated by email or platform notice with reasonable advance notice. Continued use of the Platform after the effective date of changes constitutes acceptance of the revised Terms. Changes to these Terms do not affect the terms of any executed Service Proposal.

22.3 Assignment

Users may not assign or transfer these Terms or any rights or obligations hereunder without HowToRobot's prior written consent. HowToRobot may assign these Terms at its discretion, including in connection with a merger, acquisition, or sale of substantially all of its assets.

22.4 Severability

If any provision of these Terms is found invalid or unenforceable, it will be modified to the minimum extent necessary to make it valid and enforceable. All other provisions remain in full force and effect.

22.5 No Waiver

HowToRobot's failure to enforce any provision of these Terms does not constitute a waiver of that or any other right or remedy. Any waiver must be given in writing to be effective.

22.6 Force Majeure

Neither party is liable for failure or delay in performance resulting from circumstances beyond its reasonable control, including natural disasters, acts of government, labor disputes, telecommunications failures, cloud provider failures, internet backbone failures, cyberattacks, ransomware, denial-of-service attacks, pandemic-related disruptions, or other events outside the affected party's reasonable control, provided the affected party gives prompt written notice and uses reasonable efforts to mitigate the impact.

22.7 Export Controls, Sanctions, Anti-Bribery and Anti-Money Laundering

Each party shall comply with all applicable export control and trade sanctions laws and regulations and shall not use, export, re-export, transfer, or otherwise make available the Platform or services in violation of such laws or regulations. Each party shall also comply with applicable anti-bribery, anti-corruption, and anti-money laundering laws and shall not offer, promise, give, request, or accept any improper payment or other advantage in connection with these Terms.

22.8 Marketing Rights

HowToRobot may identify the Customer as a customer using the Customer's name and logo unless the Customer objects in writing before or at the time of contracting. HowToRobot will not publish case studies, testimonials, performance data, or Confidential Information relating to the Customer without the Customer's prior written approval.

22.9 Electronic Communications

By registering on the Platform or entering into a Bolt-On Services engagement, Users consent to receive communications from HowToRobot electronically. Electronic communications satisfy any legal requirement for communications to be in writing.

22.10 Authority

HowToRobot is an independent contractor. Nothing in these Terms creates any partnership, joint venture, agency, or employment relationship between HowToRobot and any User or Customer. Neither party has authority to bind the other to any agreement or obligation.

Schedule A — European Union & EEA

Contracting Entity: HowToRobot ApS (CVR 40986588)

Governing Law: Danish law

Jurisdiction: Courts of Copenhagen, Denmark

This Schedule applies to Customers, Suppliers, and Users located in the European Union or European Economic Area. It supplements and, to the extent of any conflict on the matters addressed below, supersedes Part III of these Terms.

A1. Contracting Entity

The contracting entity for EU/EEA Users is HowToRobot ApS, Djalma Lunds Gård 3, 4000 Roskilde, Denmark, CVR number 40986588.

A2. Governing Law and Jurisdiction

These Terms and any dispute arising out of or in connection with them are governed by Danish law. The courts of Copenhagen, Denmark have exclusive jurisdiction over any disputes, except where mandatory consumer protection law in the User's country of residence provides otherwise.

Any dispute shall first be subject to good faith negotiation between the parties for a period of 30 days. If no resolution is reached, either party may pursue resolution through the courts of Copenhagen.

A3. GDPR and Data Protection

Where HowToRobot processes personal data of individuals located in the EEA, it does so in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and applicable national implementing legislation.

- Account and Registration Data: HowToRobot acts as data controller. Lawful basis: performance of contract (Article 6(1)(b)) and legitimate interests (Article 6(1)(f)).
- Project Content Data containing personal data of Customer employees: HowToRobot acts as data processor. Processing is governed by HowToRobot's Data Processing Agreement, available on request from legal@howtorobot.com.
- Transfers of personal data outside the EEA, including to AWS infrastructure in the United States, are made on the basis of Standard Contractual Clauses (SCCs) or such other mechanism as is applicable under GDPR.

EEA Users have the right to access, rectify, erase, restrict processing of, and port their personal data, and the right to object to processing. All requests should be directed to legal@howtorobot.com.

A4. Late Payment Interest

Default interest on overdue Bolt-On Services invoices accrues at 8% above the Danish National Bank official discount rate, calculated on the outstanding balance from the due date.

A5. Non-Solicitation Fee

In the event of breach of Section 16 (Non-Solicitation), the contractual fee payable by the Customer is EUR 50,000 per individual.

A6. VAT

All fees are exclusive of Danish and EU VAT. Where applicable, HowToRobot will add VAT to invoices at the prevailing rate. EU business Customers with a valid VAT registration number may be eligible for reverse charge treatment. VAT numbers must be provided at the time of contracting.

A7. Payment Currency

EU/EEA invoices are denominated in EUR or DKK as specified in the applicable Service Proposal or Subscription Plan. Payment must be made in the invoiced currency.

Schedule B — United States

Contracting Entity: HowToRobot Inc.
Governing Law: Delaware law
Jurisdiction: AAA Arbitration (seat: Wilmington, Delaware)

This Schedule applies to Customers, Suppliers, and Users located in the United States. It supplements and, to the extent of any conflict on the matters addressed below, supersedes Part III of these Terms.

B1. Contracting Entity

The contracting entity for US Users is HowToRobot Inc., 810 Crescent Centre Dr, Suite 170, Franklin, TN 37067, USA.

B2. Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of law principles.

B3. Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Platform or Bolt-On Services shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The seat of arbitration shall be Wilmington, Delaware. The arbitration shall be conducted in English. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration. Nothing in this Section limits HowToRobot's right to seek collection of overdue invoices through available legal remedies.

CLASS ACTION WAIVER: TO THE EXTENT PERMITTED BY LAW, ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.

B4. Late Payment Interest

Default interest on overdue Bolt-On Services invoices accrues at 1.5% per month (18% per annum), or the maximum rate permitted by applicable law, whichever is lower, calculated on the outstanding balance from the due date.

B5. Non-Solicitation Fee

In the event of breach of Section 16 (Non-Solicitation), the Customer shall pay HowToRobot USD 50,000 per individual, or HowToRobot's actual documented losses if greater. The parties agree this amount represents a reasonable pre-estimate of loss and is not a penalty.

B6. US Data Privacy

HowToRobot operates in compliance with applicable US federal and state data privacy laws. Where Customers or Users are located in states with specific consumer privacy legislation, including the California Consumer Privacy Act (CCPA) and its amendments, HowToRobot will honor applicable rights and obligations.

- HowToRobot does not sell personal data to third parties as defined under applicable US privacy law
- HowToRobot does not use personal data for targeted advertising purposes
- US Users with privacy-related requests should contact legal@howtorobot.com

B7. Delivery Partner Compliance

Where Bolt-On Services are delivered by US-based Delivery Partners, HowToRobot ensures that worker classification complies with applicable federal and state law, including IRS independent contractor guidelines. HowToRobot is responsible for its classification determinations and does not transfer this liability to the Customer.

B8. Security Certification Disclosure

HowToRobot is actively pursuing SOC 2 Type II attestation and ISO 27001 certification. Neither certification has been obtained at the date of these Terms.

Current security measures include TLS/HTTPS encryption in transit, AES-256 encryption at rest, role-based access controls, and regular vulnerability assessments on AWS infrastructure.

Enterprise Customers requiring specific security certifications, audit rights, or penetration test reports should contact HowToRobot to discuss arrangements under Schedule D.

B9. Payment Currency and Taxes

US invoices are denominated in USD. All fees are exclusive of applicable US federal, state, and local taxes. The Customer is responsible for all applicable sales tax, use tax, and similar charges. Where HowToRobot is required by law to collect and remit such taxes, they will be added to the applicable invoice.

Schedule C — United Kingdom

Contracting Entity: HowToRobot UK Ltd.
Governing Law: English law
Jurisdiction: Courts of England and Wales

This Schedule applies to Customers, Suppliers, and Users located in the United Kingdom. It supplements and, to the extent of any conflict on the matters addressed below, supersedes Part III of these Terms. Given the volume of Bolt-On Services delivered in the United Kingdom, this Schedule contains specific provisions relevant to that delivery model.

C1. Contracting Entity

The contracting entity for UK Users is HowToRobot UK Ltd., Albion House, Unit 6 High St, Woking, England, GU21 6BG, registered in England and Wales.

C2. Governing Law and Jurisdiction

These Terms are governed by English law. The courts of England and Wales have exclusive jurisdiction over any disputes arising out of or in connection with these Terms or the services provided hereunder.

Any dispute shall first be subject to good faith negotiation between the parties for a period of 30 days. If no resolution is reached, either party may pursue resolution through the courts of England and Wales.

C3. UK GDPR and Data Protection

Where HowToRobot processes personal data of individuals located in the United Kingdom, it does so in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (DPA 2018).

- HowToRobot UK Ltd. is registered with the Information Commissioner's Office (ICO) as required under UK data protection law
- HowToRobot acts as data controller for Account and Registration Data
- For Project Content Data containing personal data of Customer employees, HowToRobot acts as data processor. Processing is governed by HowToRobot's Data Processing Agreement, available on request from legal@howtorobot.com
- Transfers of personal data from the UK to other jurisdictions are made in accordance with applicable UK data transfer mechanisms, including UK International Data Transfer Agreements (IDTAs) where required
- UK Users have the rights of access, rectification, erasure, restriction of processing, data portability, and the right to object under UK GDPR

- All requests should be directed to legal@howtorobot.com

C4. Bolt-On Services — UK Specific Terms

C4.1 IR35 and Off-Payroll Working

Where Bolt-On Services are delivered by UK-based Delivery Partners, HowToRobot UK Ltd. is responsible for conducting IR35 status determinations in accordance with the UK off-payroll working rules (Chapter 10, ITEPA 2003). HowToRobot accepts full responsibility for its IR35 determinations and does not transfer this liability to the Customer.

Customers are not required to operate PAYE or make National Insurance contributions in respect of HowToRobot Delivery Partners engaged on Bolt-On Services. HowToRobot UK Ltd. acts as the fee payer for IR35 purposes.

C4.2 Unfair Contract Terms

Nothing in these Terms limits or excludes liability in a manner that would be unreasonable or unenforceable under the Unfair Contract Terms Act 1977 (UCTA) or any other applicable UK legislation. Where any limitation or exclusion is found to be unreasonable under applicable UK law, it will be modified to the minimum extent necessary to make it reasonable and enforceable.

C4.3 B2B Only

These Terms apply to business-to-business transactions only. HowToRobot does not contract with consumers. The Consumer Rights Act 2015 does not apply to agreements governed by this Schedule.

C5. Late Payment Interest

Default interest on overdue Bolt-On Services invoices accrues pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the Bank of England base rate per annum, calculated on the outstanding balance from the due date.

C6. Non-Solicitation Fee

In the event of breach of Section 16 (Non-Solicitation), the contractual fee payable by the Customer is GBP 40,000 per individual. The parties agree this amount represents a genuine pre-estimate of loss having regard to the cost of recruiting and training replacement personnel, and is not a penalty. This amount is subject to review by a court if found to be disproportionate to HowToRobot's actual loss.

C7. Limitation of Liability — English Law Compliance

The liability limitations in Section 19 apply to UK engagements subject to the following:

- Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded under applicable English law
- The liability cap for Bolt-On Services represents a reasonable allocation of risk between commercial parties, having regard to the nature and pricing of the services, and is intended to satisfy the reasonableness test under UCTA 1977

C8. Payment Currency and VAT

UK invoices are denominated in GBP unless otherwise agreed in the Service Proposal. All fees are exclusive of UK VAT. Where applicable, HowToRobot will add VAT to invoices at the prevailing rate. UK Customers who are VAT-registered must provide their VAT registration number at the time of contracting.

C9. Security Certification Disclosure

HowToRobot is actively pursuing ISO 27001 certification and SOC 2 Type II attestation. Neither certification has been obtained at the date of these Terms.

Current security measures include TLS/HTTPS encryption in transit, AES-256 encryption at rest, role-based access controls, and regular vulnerability assessments on AWS infrastructure.

UK Enterprise Customers requiring Cyber Essentials compliance confirmation, specific security certifications, or audit rights should contact HowToRobot to discuss arrangements under Schedule D.

Schedule D — Enterprise Addendum

Contracting Entity: Applicable HowToRobot entity per jurisdiction

Governing Law: As agreed in Enterprise Agreement

Jurisdiction: As agreed in Enterprise Agreement

This Schedule applies to Customers and Suppliers who have entered into a separate Enterprise Agreement or Master Service Agreement (MSA) with HowToRobot. Where this Schedule conflicts with Parts I–III, this Schedule prevails to the extent of the conflict.

D1. Enterprise Program

HowToRobot's Enterprise Program is designed for organizations requiring Platform access across multiple facilities, business units, or large user groups, or requiring customized commercial, legal, or technical arrangements. Participation is subject to a separately executed Enterprise Agreement.

D2. Negotiable Terms

The following terms are negotiable for Enterprise Customers and will be set out in the applicable Enterprise Agreement or Statement of Work:

- Payment terms and milestone schedules
- Mutual liability caps and indemnification arrangements
- Formal Data Processing Agreements (DPAs)
- Data residency and processing requirements
- Security certifications, audit rights, and penetration test access
- SLAs and uptime commitments
- Custom data retention and deletion schedules
- Platform integration with Customer ERP, procurement, or data management systems
- Whitelabelling or co-branding arrangements
- Co-development arrangements for Platform features
- Multi-year Subscription Plan terms and volume pricing
- Named user limits and multi-facility access

D3. Security and Compliance Posture

CURRENT MEASURES IN PLACE:

- TLS/HTTPS encryption for all data in transit
- AES-256 encryption for data at rest (AWS-managed)

- Role-based access controls and least-privilege principles
- Regular vulnerability assessments and security reviews
- Incident response procedures with Customer notification obligations
- Platform hosted on AWS cloud infrastructure

IN PROGRESS (not yet obtained):

- ISO 27001 certification
- SOC 2 Type II attestation

AVAILABLE ON REQUEST (Enterprise Customers under NDA):

- Subprocessor list
- Data Processing Agreement (DPA)
- Security questionnaire responses
- AWS compliance and infrastructure documentation
- Penetration test executive summary

D4. Master Service Agreement

Enterprise Customers may enter into an MSA with HowToRobot setting out the overarching commercial and legal framework for Platform use and Bolt-On Services. Individual engagements are governed by Statements of Work or Order Forms executed under the MSA. Where an MSA is in place, it supersedes these Terms to the extent of any conflict. A standard form MSA is available to qualifying Customers on request.

D5. Co-Development

HowToRobot may offer select Enterprise Customers the opportunity to participate in co-development arrangements, providing input into the development of specific Platform features or capabilities. Any co-development arrangement is subject to a separate written agreement addressing IP ownership, confidentiality, development timelines, and commercialization rights. Unless otherwise agreed in writing, all intellectual property developed by HowToRobot in connection with a co-development arrangement remains HowToRobot's sole property.

D6. Enterprise Contact

Enterprise inquiries should be directed to legal@howtorobot.com or through the Customer's designated HowToRobot account manager.

Acceptance

By accessing or using the HowToRobot Platform or entering into a Bolt-On Services engagement, you confirm that you have read, understood, and agree to be bound by these Master Terms & Conditions, including the applicable jurisdictional Schedule.

For Enterprise Agreements and Master Service Agreements, execution is by separate signed agreement between the parties.

HowToRobot

legal@howtorobot.com
www.howtorobot.com

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EU/EEA

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