

WEBSITE TERMS OF USE

These Terms of Use ("Terms") govern your access to and use of the Website operated by **NPC Robotics, Corp.** ("**NPC**," "**we**," "**us**," or "**our**"), including npcrobotics.com, and the content, information, materials, features, and services made available through the Website (collectively, the "Website").

By accessing or using the Website, you agree to these Terms. If you do not agree with these Terms, please do not use the Website.

1. PURPOSE OF THE WEBSITE

The Website provides information regarding NPC, our capabilities, products, components, systems, technologies, engineering services, manufacturing capabilities, industries served, and related subjects.

Information presented on the Website is provided for general informational and business-development purposes only.

Unless expressly stated otherwise in a written agreement executed by an authorized representative of NPC, information on the Website does not constitute:

- › A binding offer to sell;
- › A quotation;
- › A contractual commitment;
- › An engineering certification or approval;
- › A guarantee of product availability;
- › A representation that a particular product or technology is suitable for a particular application;
- › Authorization to manufacture, procure, possess, use, transfer, disclose, export, or reexport any product, technology, software, technical data, or other information; or
- › Authorization under any U.S. or foreign export-control law or regulation.

2. PRODUCT, ENGINEERING AND TECHNICAL INFORMATION

Product descriptions, drawings, photographs, specifications, performance information, dimensions, capabilities, application examples, diagrams, engineering information, and other technical materials appearing on the Website are provided for general informational purposes.

NPC may modify products, designs, specifications, materials, software, manufacturing processes, or capabilities without notice.

Website information should not be relied upon as the sole basis for engineering, procurement, safety, qualification, certification, regulatory, or mission-critical decisions.

Users are responsible for determining whether an NPC product, component, system, design, technology, or service is suitable for their intended application.

Final product specifications, performance requirements, acceptance criteria, warranties, deliverables, and contractual obligations are governed exclusively by the applicable quotation, purchase order, contract, statement of work, technical data package, or other written agreement accepted by NPC.

3. EXPORT CONTROLS AND SANCTIONS

NPC products, components, systems, software, technology, services, documentation, technical data, and related information may be subject to United States export-control and economic-sanctions laws and regulations.

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These may include, as applicable:

- › The Export Administration Regulations (“EAR”), administered by the U.S. Department of Commerce, Bureau of Industry and Security (“BIS”);
- › The International Traffic in Arms Regulations (“ITAR”), administered by the U.S. Department of State, Directorate of Defense Trade Controls (“DDTC”);
- › Economic sanctions and embargo programs administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”); and
- › Other applicable U.S. and foreign trade-control laws and regulations.

Users of the Website are responsible for compliance with all applicable export-control, sanctions, import, and trade laws.

4. WEBSITE INFORMATION IS NOT EXPORT AUTHORIZATION

The presence of any product, component, system, drawing, photograph, specification, description, technical characteristic, software reference, engineering information, application example, or other information on the Website **does not mean that such information is uncontrolled, freely exportable, or authorized for export, reexport, transfer, disclosure, release, or access by any particular person, entity, country, or foreign national.**

Public availability of general information concerning an NPC product or capability should not be interpreted as a determination by NPC that:

- › The underlying product, software, technology, or technical data is not export controlled;
- › An item is EAR99;
- › An item is or is not listed on the Commerce Control List;
- › An item is or is not included on the United States Munitions List;
- › A license or other governmental authorization is unnecessary;
- › A particular end user, end use, destination, or transaction is permitted; or
- › Technical information beyond the information publicly displayed on the Website may lawfully be provided.

Any export classification, jurisdiction determination, license determination, or authorization must be made separately based upon the applicable product or information and the circumstances of the proposed transaction.

5. TECHNICAL DATA AND CONTROLLED INFORMATION

Certain detailed engineering information relating to NPC products or systems may constitute controlled technical data or technology.

Such information may include, without limitation:

- › Engineering drawings;
- › CAD files and models;
- › Schematics;
- › Source code;
- › Software;
- › Manufacturing information;
- › Design information;
- › Tolerances;
- › Materials and processes;
- › Test procedures and results;
- › Detailed performance data;
- › Technical manuals;
- › Interface-control documentation;
- › Repair or maintenance information;
- › Technical data packages; and
- › Other non-public technical information.

Access to such information may be restricted based upon citizenship, nationality, location, end use, end user, contractual restrictions, security requirements, export classification, or other applicable requirements.

NPC reserves the right to require verification of identity, citizenship, organization, location, end use, end user, export eligibility, contractual authorization, or other information before providing access to controlled or sensitive technical information.

6. NO RIGHT TO CONTROLLED TECHNICAL INFORMATION

Access to the public Website does not create any right or entitlement to receive non-public NPC engineering information, drawings, software, technical data, source code, manufacturing information, test data, controlled information, or other proprietary information.

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NPC may decline, restrict, suspend, or condition access to such information in its sole discretion and as necessary to comply with applicable laws, regulations, contracts, security requirements, and company policies.

7. PROHIBITED TRANSMISSION OF SENSITIVE OR CONTROLLED INFORMATION

Do not submit classified information, Controlled Unclassified Information (“CUI”), export-controlled technical data, International Traffic in Arms Regulations (“ITAR”) controlled technical data, proprietary third-party information, government-restricted information, trade secrets, or other sensitive information through the Website’s general contact forms or ordinary email addresses unless NPC has expressly authorized that method of transmission.

If sensitive, proprietary, export-controlled, or otherwise restricted information needs to be exchanged with NPC, please contact NPC first so that an appropriate method of communication can be established.

8. EXPORT-CONTROL RESPONSIBILITIES OF USERS

You agree not to use the Website or information obtained through the Website in violation of applicable export-control or sanctions laws.

Without limiting the foregoing, you agree not to knowingly export, reexport, release, disclose, transfer, provide access to, or otherwise make controlled products, software, technology, or technical data available:

- › To a prohibited or restricted destination;
- › To a prohibited or restricted person or entity;
- › To an unauthorized foreign person;
- › For a prohibited end use;
- › For the benefit of a prohibited end user; or
- › Otherwise in violation of applicable export-control or sanctions requirements.

You are responsible for obtaining any licenses, approvals, authorizations, or other governmental permissions required for your activities.

9. NO CIRCUMVENTION OF ACCESS CONTROLS

You may not attempt to circumvent any technical, administrative, geographic, identity-based, or other controls NPC uses to restrict access to technical information, files, systems, portals, software, documentation, or other Website resources.

You may not provide another person with credentials or access information for the purpose of enabling unauthorized access to NPC information or systems.

10. INTELLECTUAL PROPERTY

Unless otherwise indicated, the Website and its contents—including text, photographs, graphics, illustrations, diagrams, drawings, product information, videos, logos, trademarks, trade names, designs, software, and other materials—are owned by or licensed to NPC and are protected by applicable intellectual-property laws.

You may view, download, or print reasonable portions of publicly available Website content for legitimate personal or business evaluation purposes.

Except as expressly authorized by NPC, you may not:

- › Reproduce or republish substantial portions of the Website;
- › Modify Website content or create derivative works;
- › Commercially exploit Website content;
- › Reverse engineer information, software, products, or technology made available through the Website except to the extent such restriction is prohibited by law;
- › Remove proprietary notices;
- › Use NPC trademarks or branding in a manner suggesting endorsement or affiliation;
- › Systematically scrape, harvest, download, or compile Website content; or
- › Use Website content to create or assist in creating unauthorized copies or competing designs.

All rights not expressly granted are reserved.

11. THIRD-PARTY INTELLECTUAL PROPERTY

Certain trademarks, product names, photographs, logos, platform names, or other materials appearing on the Website may belong to NPC customers, suppliers, partners, licensors, the United States Government, or other third parties.

Such materials remain the property of their respective owners.

Their appearance on the Website does not grant users ownership or license rights and does not necessarily indicate endorsement, sponsorship, or approval of NPC.

12. CONFIDENTIAL INFORMATION

Unless NPC has entered into a separate written confidentiality or nondisclosure agreement applicable to information you submit, information voluntarily submitted through general Website forms will not automatically be considered confidential.

If confidential or proprietary information needs to be exchanged with NPC, contact NPC before transmission so appropriate contractual and security arrangements can be established.

13. REQUESTS FOR INFORMATION AND QUOTATIONS

The Website may allow users to request information, contact NPC, request quotations, or inquire about products and services.

Submission of an inquiry does not obligate NPC to provide a quotation, product, service, technical information, export classification, technical assistance, or access to controlled information.

No contract is formed merely by submitting an inquiry through the Website.

14. GOVERNMENT AND DEFENSE REFERENCES

References to U.S. Government agencies, military branches, defense programs, contractors, platforms, weapon systems, vehicles, programs, or applications are provided for informational purposes unless expressly stated otherwise.

Such references do not necessarily constitute endorsement, certification, sponsorship, or approval of NPC by the U.S. Government, Department of Defense, any military service, prime contractor, customer, or other organization.

15. ACCEPTABLE USE

You may not use the Website:

- › For unlawful or fraudulent purposes;
- › To interfere with Website operation or security;
- › To attempt unauthorized access to NPC systems or information;
- › To introduce malware or malicious code;
- › To harvest information without authorization;
- › To impersonate another person or organization;
- › To violate intellectual-property, privacy, contractual, export-control, or security rights;
- › To conduct unauthorized vulnerability testing or penetration testing; or
- › In any manner reasonably likely to damage NPC, its customers, suppliers, partners, employees, information, or systems.

16. THIRD-PARTY WEBSITES

The Website may contain links to third-party Websites.

NPC provides such links for convenience and does not control or necessarily endorse the third-party Websites, their content, security, availability, or privacy practices.

Use of third-party Websites is subject to their respective terms and policies.

17. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, the Website and Website content are provided “as is” and “as available”.

NPC disclaims all express or implied warranties relating to the Website, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, availability, and security.

NPC does not warrant that information displayed on the Website is sufficient for any engineering, procurement, regulatory, safety, export-control, or mission-critical decision.

Nothing in this provision modifies an express warranty contained in a separate written agreement executed by NPC.

18. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, NPC and its officers, directors, employees, affiliates, representatives, and agents will not be liable for indirect, incidental, special, exemplary, consequential, or punitive damages arising from or relating to use of or inability to use the Website or reliance upon Website content.

Nothing in these Terms excludes liability that cannot legally be excluded or limited.

19. INDEMNIFICATION

To the extent permitted by applicable law, you agree to indemnify and hold harmless NPC and its officers, directors, employees, representatives, and affiliates from claims, liabilities, damages, losses, and reasonable expenses resulting from your unlawful use of the Website or material violation of these Terms.

20. PRIVACY

Information collected through the Website is handled as described in NPC’s **Privacy Policy**, which is incorporated into these Terms by reference.

21. CHANGES TO THESE TERMS

NPC may modify these Terms periodically.

Changes become effective when revised Terms are posted unless otherwise stated. The Last Updated date identifies

the most recent revision.

22. GOVERNING LAW

These Terms are governed by the laws of the **State of Illinois, United States of America**, without regard to conflict-of-law principles.

To the extent permitted by applicable law, any legal proceeding arising from or relating to the Website or these Terms shall be brought in an appropriate state or federal court located in **Cook County, Illinois**, and you consent to the jurisdiction of such courts.

23. SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions remain in full force and effect.

24. SEPARATE AGREEMENTS CONTROL

These Terms govern general use of the Website.

Separate contracts, purchase orders, nondisclosure agreements, technical-assistance agreements, licenses, terms and conditions of sale, supplier agreements, government contracts, or other written agreements may govern particular transactions or relationships.

Contact Us

Questions concerning these Terms may be directed to:

NPC Robotics, Corp.

Attn: Terms of Use
3650 Woodhead Drive
Northbrook, Illinois 60062-1895
United States

Email: info@npcrobotics.com

Subject: Terms of Use

Telephone: 952-472-1513