

R&D Terms Addendum

Last updated: 10.11.2025

Applies to: Research & Development services provided by Yacht Concept Sp. z o.o. (“Yacht Concept”, “we”, “us”, “our”) to the customer (“Client”). This Addendum supplements and, where expressly stated, prevails over our general Terms of Service / Terms of Sale. Capitalized terms not defined here have the meaning given in our main terms.

1. Definitions

1.1 R&D Services: Exploratory, experimental, prototyping, feasibility, design or engineering activities performed to test concepts, architectures, components, or integrations, including creation of prototypes, mock-ups, demo software/firmware, documentation, or reports.

1.2 Deliverables: Any results, prototypes (hardware or software), documentation, specifications, reports, datasets, or other outputs produced in the course of R&D Services.

1.3 Background IP: Intellectual property owned or controlled by a party prior to the R&D Services, or developed independently of them.

1.4 Foreground IP: Any intellectual property created, conceived, authored, reduced to practice, or otherwise arising from the R&D Services.

1.5 Client Materials: Any information, data, content, designs, or assets that Client supplies to Yacht Concept for the R&D Services.

2. Scope and Nature of R&D

2.1 Exploratory character. R&D Services are experimental and may not yield a product suitable for production or commercial deployment. Timelines and outcomes are indicative.

2.2 No commitment to manufacture/integrate. Unless a separate production or implementation agreement is executed, Yacht Concept has no obligation to manufacture, supply, or integrate any Deliverables beyond the agreed R&D scope.

3. Intellectual Property

3.1 Ownership. Yacht Concept exclusively owns all Foreground IP and all Deliverables, together with all related intellectual property rights, whether or not patentable or registrable, and whether created solely by Yacht Concept or jointly with Client.

3.2 Background IP. Each party retains ownership of its Background IP. No rights are granted except as expressly set out in this Addendum.

3.3 Limited Evaluation License. Subject to full and timely payment of all R&D fees and expenses, Yacht Concept grants Client a non-exclusive, non-transferable, revocable, royalty-free license to use the Deliverables solely for internal evaluation and testing, not for commercial use, resale, or public deployment.

3.4 Client Materials. Client grants Yacht Concept a non-exclusive, royalty-free license to use Client Materials solely to perform the R&D Services. Client represents that it has all rights necessary to grant this license.

3.5 Feedback. Any suggestions, ideas, or feedback provided by Client may be used by Yacht Concept without restriction; no compensation or attribution is due.

4. Confidentiality & Data

4.1 Each party will protect the other’s confidential information with reasonable care and use it only for the R&D Services.

4.2 If personal data is processed, the parties will comply with applicable data protection laws and, if required, execute a data processing addendum.

5. Fees, Invoicing, and Changes

5.1 Fees & Expenses. Client will pay the fees set out in the SOW/quotation and reimburse reasonable, pre-approved out-of-pocket expenses.

5.2 Invoicing. Unless otherwise stated, invoices are due 14 days from the invoice date.

5.3 Change Control. Any changes to scope, timeline, or assumptions must be agreed in writing and may adjust fees and schedule.

6. Acceptance

6.1 Deliverables are deemed accepted upon the earlier of: (a) written acceptance by Client; or (b) 7 days after delivery if no material, written, and reproducible non-conformities (against the agreed R&D scope) are reported.

7. Term and Termination (R&D Stage)

7.1 Termination for Cause by Yacht Concept. We may suspend or terminate the R&D Services (in whole or in part) with immediate effect by written notice if:

- a) Client fails to pay any due amount within 7 days after a written reminder;
- b) Client causes material communication delays (e.g., fails to respond to substantive requests or provide required inputs) for 10 business days following at least one written reminder;
- c) Client breaches confidentiality, IP provisions, or any material term and does not cure within 10 business days of notice;
- d) Technical, safety, compliance, or feasibility risks identified by us make continuation of the R&D Services impractical in our reasonable professional judgment.

7.2 Termination for Convenience by Yacht Concept (R&D-only). Given the exploratory nature of R&D, we may terminate the R&D Services for convenience on 14 days' written notice.

7.3 Termination by Client. Client may terminate for convenience on 14 days' written notice, subject to Section 7.4.

7.4 Consequences. Upon termination: (i) Client will pay for all Services performed and committed costs incurred up to the effective termination date; (ii) all evaluation licenses to Deliverables automatically cease unless we agree otherwise in writing; (iii) at our request, Client will return or destroy our confidential information and Deliverables not covered by an ongoing license.

7.5 Survival. Sections 3 (IP), 4 (Confidentiality), 7.4 (Consequences), 8 (Warranties/Disclaimers), 9 (Liability), 10 (Compliance/Export), 11 (Governing Law) survive termination.

8. Warranties and Disclaimers (R&D)

8.1 As-is R&D. Deliverables are provided "as is" for evaluation purposes only. We disclaim all warranties (express, implied, statutory), including merchantability, fitness for a particular purpose, non-infringement, and that the Deliverables or results will be error-free or meet Client's requirements.

8.2 Client Responsibilities. Client is solely responsible for how it evaluates or tests Deliverables, including ensuring safe test environments and compliance with applicable laws and standards.

9. Liability

9.1 Indirect Damages. Neither party is liable for any indirect, incidental, special, punitive, or consequential damages, loss of profits, revenue, data, or business interruption.

9.2 Cap. Yacht Concept's aggregate liability arising out of or related to the R&D Services is limited to the amounts paid by Client for the R&D Services giving rise to the claim in the 6 months preceding the event (or PLN [insert cap], whichever is lower).

9.3 Exceptions. The above limitations do not apply to liability that cannot be limited under mandatory law.

10. Compliance; Export; Sanctions

Client will not export, re-export, transfer, or use any Deliverables in violation of applicable export control or sanctions laws and will obtain required authorizations as applicable.

11. Governing Law and Venue

This Addendum and any non-contractual obligations arising out of or in connection with it are governed by the laws of Poland. The parties submit to the exclusive jurisdiction of the courts of Gdańsk, Poland, without prejudice to any mandatory consumer or procurement laws that may apply.

12. Order of Precedence

If there is any conflict, this Addendum prevails over the general Terms of Service / Terms of Sale for R&D Services only; otherwise, the general terms continue to apply.

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