

IGNYS LTD

ADDENDUM 1 TO TERMS AND CONDITIONS (07/25) THE IGNYS LIFETIME SPECIFICATION GUARANTEE (09/26)

This Addendum forms part of the Ignys Ltd Terms and Conditions (07/25) (the Conditions) and is incorporated into the Contract where the Signed proposal and order confirmation states that the Project is a Qualifying Project. Words and expressions defined in the Conditions have the same meaning in this Addendum unless defined differently below. A reference in this Addendum to a numbered clause is a reference to a clause of this Addendum. A reference to a clause of the Conditions is identified as such.

THE IGNYS LIFETIME SPECIFICATION GUARANTEE

1. Status and precedence

- 1.1 This Addendum applies only where the Signed proposal and order confirmation expressly states that the Project is a Qualifying Project and Ignys has issued a Guarantee Certificate under clause 6. Where the Specification is silent, no guarantee under this Addendum applies.
- 1.2 This Addendum does not vary, extend or disapply clause 8 of the Terms and Conditions (Limitation of liability) except to the limited extent expressly stated in clause 10. In the event of conflict between this Addendum and the Conditions, the Conditions prevail.
- 1.3 The Guarantee is a contractual service commitment. It does not extend, suspend or restart any limitation period under the Limitation Act 1980 or otherwise, and does not create any cause of action beyond the right to Remedial Work described in this Addendum.
- 1.4 The Guarantee is given by Ignys Ltd and is capable of being performed only for so long as Ignys Ltd continues to trade. It does not bind any successor, administrator or liquidator, and confers no rights under the Contracts (Rights of Third Parties) Act 1999.
- 1.5 The Guarantee is a commitment given by Ignys independently of any insurance it holds. Clause 8.1 of the Conditions is not to be read as limiting or qualifying this Addendum, and the cap in clause 9.1 applies to Remedial Work in place of any lower figure which would otherwise result from the reference to the Insurance in clause 8.9 of the Conditions.

2. Definitions

Guarantee: the Ignys Lifetime Specification Guarantee set out in this Addendum.

Guarantee Certificate: the numbered certificate issued by Ignys at Project Completion which records the Guaranteed Specification, the Guaranteed Configuration, the Accepted Deviations and the date of issue.

Guaranteed Configuration: the exact configuration baseline recorded in the Configuration Baseline Record attached to the Guarantee Certificate, being the hardware, firmware, software, and documentation items identified in Schedule 1 by document number, revision and, where applicable, cryptographic hash.

Configuration Baseline Record: the record forming part of the Guarantee Certificate which identifies the Guaranteed Configuration in the form set out in Schedule 1, together with the Baseline Archive and its hash.

Baseline Archive: the single archive file assembled by Ignys at the point of baselining containing the released design and build artefacts listed in Schedule 1 recorded on the Configuration Baseline Record and a copy of which is issued to the Customer.

Guaranteed Specification: the requirements of the approved Product Requirements Specification, as carried through into the System, Hardware and Software Requirements Specifications and the Compliance and Regulatory Requirements Summary, which were (a) uniquely numbered, (b) objectively measurable, and (c) recorded as verified and passed in the signed Verification Test Record at Project Completion. It excludes any Accepted Deviation.

Accepted Deviations: any concession, waiver, derogation, deferred requirement, residual risk or entry on the known issues list recorded in or attached to the Verification Test Record or the Field Trial Readiness Pack at Project Completion.

Non-Conformity: a demonstrable and repeatable failure of the Guaranteed Configuration to meet an identified item of the Guaranteed Specification, where that failure existed in the design as at Project Completion and was not detected by the verification activity carried out under the Contract.

Project Completion: the date on which Ignys issues the Verification Test Report for the final stage of a Qualifying Project.

Qualifying Project: a Project which meets every condition in clause 3.

Remedial Work: engineering work carried out by Ignys under clause 8 to correct or provide a workaround for a Non-Conformity.

Guarantee Period: the period beginning at Project Completion and continuing until the Guarantee terminates under clause 11.

3. Eligibility

- 3.1 A Project is a Qualifying Project only where all of the following apply:
- (a) Ignys has performed the full development process from requirements specification through to verified prototype, comprising Stages 1 to 6 inclusive of the Ignys development process, without any stage being omitted, descope or performed by a party other than Ignys or a design partner engaged and managed by Ignys;
 - (b) the Product Requirements Specification was approved in writing by the Customer before Stage 1 commenced, and every requirement in it was uniquely numbered and objectively measurable;
 - (c) every requirement carried into the Verification Test Record was verified and recorded as passed, or recorded as an Accepted Deviation;
 - (d) the Customer has countersigned the Verification Test Report;
 - (e) changes following stage 6 for production optimisation or resulting from customer feedback must have been undertaken by Ignys with requested changes captured and associated verification testing completed; and
 - (f) Ignys has issued a Guarantee Certificate.
- 3.2 For the avoidance of doubt, a Project is not a Qualifying Project where Ignys has adopted, continued, corrected, integrated or productionised a design, schematic, layout, firmware, software, module, subsystem or specification originated by the Customer or by a third party, save where that element has been fully characterised by Ignys and expressly brought within the Guarantee in the Specification.
- 3.3 Where only part of a product has been developed by Ignys through the full process, Ignys may at its discretion offer a Guarantee limited to defined guaranteed elements. Where it does so, those elements

and their boundaries are listed in the Specification and in the Guarantee Certificate, and this Addendum applies only to them.

4. What the Guarantee provides

- 4.1 Subject to the remainder of this Addendum, where the Customer notifies a Non-Conformity during the Guarantee Period and the conditions in clause 5 are met, Ignys will carry out Remedial Work at no charge for Ignys labour.
- 4.2 The Guarantee covers Ignys engineering labour only. The Customer remains responsible for all other costs, including prototype and printed circuit board manufacture, tooling, components and materials, third party laboratory and notified body fees, compliance retesting, certification fees, travel and subsistence, shipping and duties, expedite charges, and any third-party licence or service fees.
- 4.3 The Guarantee is a remedy of correction. It is not a warranty of fitness for any purpose (see clause 8.12 of the Conditions), a warranty of merchantable performance beyond the Guaranteed Specification, a support, maintenance or update service, or a commitment to maintain the design against future change.

5. Conditions the Customer must satisfy

- 5.1 The Guarantee is conditional on each of the following, and Ignys has no obligation under this Addendum unless every one of them is satisfied at the time of the claim:
 - (a) No unauthorised change. No change of any kind has been made to the Guaranteed Configuration, or to any product, module, service or component supplied by or integrated with it, by any person other than Ignys. This includes changes to hardware, components, component sources, firmware, software, configuration data, calibration, manufacturing data, mechanical enclosure or thermal arrangement, and includes changes to or replacement of any third party supplied or integrated product, library, module, operating system, cloud service or application programming interface. A change made by the Customer in accordance with Ignys's written instruction is not an unauthorised change for the purposes of this clause;
 - (b) Payment. No amount due from the Customer to Ignys under the Contract or under any other contract between the parties is overdue at the date of the claim or at any time while the claim is being progressed, and the Guarantee has not terminated under clause 11.3(c);
 - (c) Configuration evidence. The Customer can evidence, to Ignys's reasonable satisfaction, that the unit or units exhibiting the issue are built to the Guaranteed Configuration, by reference to the hardware revision, bill of materials revision, firmware and software version and build hash recorded in the Guarantee Certificate;
 - (d) Proof and repeatability. The Customer has provided definitive evidence of the issue, a written procedure by which the issue can be repeated and demonstrated by Ignys on demand, the conditions under which it occurs, the failure rate observed, and the units and logs concerned;
 - (e) Specification reference. The Customer has identified in writing the specific numbered item or items of the Guaranteed Specification said to be not met, and how the observed behaviour differs from the recorded pass criterion;
 - (f) Notice. The Customer has notified Ignys in writing within 30 days of the date on which the Customer became, or ought reasonably to have become, aware of the issue;
 - (g) No third-party intervention. No person other than Ignys has attempted to diagnose, repair, rework or modify the affected units in a way that materially prejudices Ignys's ability to investigate; and
 - (h) Access. The Customer provides Ignys with the affected units, test data, logs and reasonable access to the installation and to its personnel.

- 5.2 Where Ignys investigates a notified issue and reasonably determines that it is not a Non-Conformity or that a condition in clause 5.1 is not met, Ignys may charge the Customer for the investigation at its then current rates, provided that Ignys has given the Customer prior written notice of its estimate and the Customer has instructed Ignys to proceed.

6. Guarantee Certificate

- 6.1 At Project Completion of a Qualifying Project, Ignys will issue a numbered Guarantee Certificate recording the Guaranteed Specification, the Guaranteed Configuration, the Accepted Deviations and, where clause 3.3 applies, the guaranteed elements and their boundaries. The Guarantee Certificate is the definitive record of what is guaranteed.
- 6.2 It is the Customer's responsibility to retain the Guarantee Certificate and the corresponding data pack and software release. Ignys will retain its own copy for so long as it reasonably can but gives no undertaking as to retention period.

7. Exclusions

- 7.1 The Guarantee does not apply to, and Ignys has no obligation under this Addendum in respect of, any of the following:
- (a) Consequential and commercial loss. Any loss of the kinds excluded by clause 8.6 of the Conditions, any product recall, field replacement, retrofit or rework programme, any prototype, tooling, manufacturing or scrap cost, any downtime, and any cost of the Customer's own personnel or third parties.
 - (b) Change of mind and scope. Any change of mind on the specification, change of scope, additional feature, refinement, optimisation, tuning, adjustment or improvement, whether or not described as a defect.
 - (c) Requirements not in the Guaranteed Specification. Any behaviour, performance or characteristic which was not a numbered, objectively measurable requirement recorded as verified and passed in the Verification Test Record, including any expectation, assumption, marketing claim or purpose not captured in the Product Requirements Specification.
 - (d) Accepted Deviations. Any matter recorded as a concession, waiver, deferral, residual risk or known issue at Project Completion.
 - (e) Regulatory and standards change. Any non-compliance arising from a change after Project Completion to any directive, regulation, statute, standard, national deviation, harmonised status, scheme rule, guidance, or to the interpretation or application of any of them by a notified body, approvals body, certification scheme or market surveillance authority, and any new compliance obligation arising after Project Completion.
 - (f) Security. Any vulnerability, exploit, attack technique or weakness identified after Project Completion, including any vulnerability in a third party or open-source component, cryptographic algorithm, protocol or operating system, save where a specific numbered security requirement in the Guaranteed Specification was not met as at Project Completion. Clause 8.14 of the Conditions continues to apply.
 - (g) Third party products and services. Any change to, degradation of, withdrawal of, end of support for, or failure of any third-party product, component, module, library, software development kit, operating system, application store, network, cloud service, hosting, certificate authority, application programming interface, protocol or communications infrastructure, including any change in its terms, pricing, availability or behaviour.
 - (h) Component availability and obsolescence. Component end of life, obsolescence, allocation, shortage, lead time, price change, specification change by the manufacturer, errata published

after Project Completion, batch variation, or inaccuracy in manufacturer supplied data. Clause 8.10 of the Conditions continues to apply.

- (i) Manufacture and supply. Any defect arising from manufacture, assembly, test, programming, handling, storage, packaging or distribution of units, including process variation, workmanship, solderability, contamination, counterfeit or substituted parts, unapproved alternates, and any deviation from the manufacturing data pack, wherever and by whomever the units are produced.
- (j) Scale and production effects. Any issue which manifests only at production volume, across process, voltage or temperature corners outside those specified, or as a result of production test coverage, yield or calibration arrangements not defined in the Guaranteed Specification.
- (k) Customer direction. Any issue arising from a component, architecture, supplier, interface, algorithm, third party module or approach specified, mandated or required by the Customer, or from information, data, models, test data or materials supplied by the Customer, including where Ignys raised a written concern and the Customer elected to proceed.
- (l) Use outside specification. Operation, installation, storage or transport outside the environmental, electrical, mechanical, mounting, network or usage conditions defined in the Guaranteed Specification; misuse, abuse, neglect, accident, unauthorised access, electrostatic discharge, over voltage, ingress, corrosion, vibration, impact, or connection to non-conforming equipment.
- (m) Wear, ageing and consumables. Normal wear, cell and battery ageing or capacity loss, calibration drift, component ageing and drift, degradation of connectors, seals, displays, adhesives or coatings, and any consumable item.
- (n) New markets and applications. Any issue arising from deployment into a territory, market, application, use case, network or regulatory regime not identified in the Compliance and Regulatory Requirements Summary at Project Completion.
- (o) Prototypes. The physical prototype units themselves, which remain subject to clause 3.5 of the Conditions. The Guarantee applies to the verified design as recorded in the Guaranteed Configuration, not to the condition or continued function of any individual prototype.
- (p) Intellectual property. Any claim that the design infringes the rights of a third party, which remains governed by clauses 6.4 and 6.5 of the Conditions.
- (q) Reverse engineering. Any issue arising from decompilation, disassembly, reverse engineering, extraction, unauthorised reflashing or unauthorised access to the firmware, software or hardware.
- (r) Toolchain availability. Any case where the original design tools, compilers, licences, vendor software development kits, programming hardware or vendor support are no longer available, supported or lawfully usable, in which case Ignys's obligation is limited to reasonable endeavours using the tools then available to it.
- (s) Force majeure and customer systems. Any event within clause 12.1 of the Conditions, and any failure, compromise or change of the Customer's own systems, infrastructure, credentials, keys, certificates or data.
- (t) Breach and insolvency. Any period during which the Customer is in material breach of the Contract or of any other contract with Ignys, or during which any event in clause 9.2(b) to 9.2(d) of the Conditions subsists in relation to the Customer.

8. Ignys's remedy and how it is discharged

- 8.1 Where a valid claim is made, Ignys will acknowledge the claim within 5 Business Days and provide an initial assessment within 20 Business Days of receiving everything required by clause 5.1.
- 8.2 Ignys determines, acting reasonably, the method of remedy. Ignys may discharge its obligation by any one or more of: correcting the hardware design, correcting the firmware or software, issuing a documented workaround or operating restriction, issuing a corrected data pack or documentation, or agreeing a concession with the Customer.
- 8.3 Remedial Work is carried out at Ignys's premises during normal working hours and is scheduled against Ignys's available resource. Ignys will use reasonable endeavours to start Remedial Work promptly but does not offer a fixed response or resolution time and time is not of the essence.
- 8.4 Where Ignys reasonably determines that a Non-Conformity cannot be remedied at proportionate cost, or that the remedy would exceed the cap in clause 9, Ignys may discharge its obligation in respect of that Non-Conformity by giving written notice, together with its analysis and any available workaround. Ignys shall have no further obligation in respect of that Non-Conformity.
- 8.5 Remedial Work is provided to the Customer only. Ignys will not deal directly with the Customer's own customers or end users.

9. Cap

- 9.1 Ignys's total obligation under this Addendum, across all claims and for the whole of the Guarantee Period, is limited in aggregate to Ignys engineering labour to a value equal to 20 per cent of the Guaranteed Project Value (the Guarantee Allowance).
- 9.2 Guaranteed Project Value means the aggregate of the Charges paid by the Customer to Ignys for engineering labour on the Qualifying Project and on all subsequent work brought within the Guarantee under clause 12, including change, adjustment, scale up, production engineering, compliance, support and re-baselining work, in each case excluding materials, prototypes, third party costs, expenses and VAT. Each time further work is brought within the Guarantee the Guarantee Allowance is recalculated on the enlarged Guaranteed Project Value with effect from the date of the replacement Guarantee Certificate, and the recalculated figure is recorded on that certificate.
- 9.3 Remedial Work provided at no charge under this Addendum does not form part of the Guaranteed Project Value and does not increase the Guarantee Allowance.
- 9.4 Remedial Work is drawn down against the Guarantee Allowance at Ignys's standard engineering rates in force at the time the Remedial Work is carried out. The Guarantee Allowance is a monetary sum and is not indexed. Accordingly the number of engineering hours available under it will reduce over time as rates rise. Ignys will on request confirm the Guarantee Allowance remaining at any time.
- 9.5 Remedial Work provided under this Addendum counts towards, and does not sit outside, the cap on Ignys's liability in clause 8.9 of the Conditions, subject to clause 1.5.

10. Relationship with clause 8 of the Conditions

- 10.1 Clause 8.8 of the Conditions (one month notice period) and clause 8.11 of the Conditions (no obligation to provide further technical support after completion) are disapplied only to the extent necessary to give effect to a valid claim made in accordance with this Addendum. All other provisions of clause 8 of the Conditions apply in full, including clauses 8.6, 8.9, 8.10, 8.12, 8.13 and 8.14 of the Conditions.
- 10.2 Nothing in this Addendum is a warranty that any Deliverable is fit for purpose, will pass any compliance test, or is or will remain secure.

11. Duration, termination and transfer

- 11.1 The Guarantee continues for as long as Ignys Ltd continues to trade, unless it is suspended under clause 11.2 or terminates under clause 11.3.
- 11.2 Suspension. The Guarantee is suspended, and no claim may be made or progressed, during any period in which any amount due from the Customer to Ignys is overdue. On payment in full of all overdue amounts the Guarantee is reinstated automatically and without formality. The notice period in clause 5.1(f) continues to run during any period of suspension.
- 11.3 Termination. The Guarantee terminates immediately and permanently on the earliest of:
 - (a) any change to the Guaranteed Configuration by any person other than Ignys, other than a change made by the Customer in accordance with Ignys's written instruction;
 - (b) the Customer ceasing to be able to evidence the Guaranteed Configuration;
 - (c) any amount remaining unpaid 60 days after Ignys has made written demand for it, or the Customer having paid an Ignys invoice after its due date on three or more occasions; or
 - (d) Ignys Ltd ceasing to trade.
- 11.4 The Guarantee is personal to the Customer and is not transferable, save that Ignys will not unreasonably withhold consent to a transfer to a purchaser of the whole of the product line or of the Customer's business, on the transferee agreeing in writing to be bound by this Addendum.

12. Maintaining the Guarantee through change

- 12.1 Principle. The Guarantee attaches to a single identified baseline at any one time. A change to that baseline does not of itself end the Guarantee where Ignys makes the change, assesses it and re-verifies it. It ends the Guarantee where the change is made by anyone else. The mechanism by which the Guarantee is carried forward is the issue of a replacement Guarantee Certificate, and only the most recently issued Guarantee Certificate is operative at any time.
- 12.2 Change control. Any change to the Guaranteed Configuration carried out by Ignys after Project Completion is subject to the Ignys change control process, comprising a logged Change Request, a documented impact assessment covering function, compliance, schedule, cost and risk, a recorded approval, implementation under configuration management, and verification re-testing of the affected requirements together with regression testing sufficient to confirm no unintended effect on requirements not directly affected.
- 12.3 Continuation. Where Ignys carries out further work on the product after Project Completion, including Stage 7 adjustments, scale up, production engineering, compliance work or ongoing support, Ignys will on completion of that work and payment in full issue a replacement Guarantee Certificate recording the updated Guaranteed Configuration and a new Baseline Archive. The Guarantee continues without break in respect of the updated baseline. The replacement Guarantee Certificate records which requirements were re-verified, which were regression tested, and any requirement whose verification status is unchanged from the previous certificate.
- 12.4 Customer requested change. Where the Customer wishes to change the Guaranteed Configuration, Ignys will on request quote to carry out the change, and clause 12.3 then applies to that work. The Customer is not obliged to use Ignys, but a change made by anyone else has the effect set out in clause 11.3(a).
- 12.5 Notification. The Customer shall notify Ignys in writing before making, or permitting any third party to make, any change to the Guaranteed Configuration. Notification does not preserve the Guarantee, but allows Ignys to advise on the consequence and to quote for carrying out or re-baselining the change before the Customer commits to it.
- 12.6 Re-baselining a third-party change. Where a change has been made by a party other than Ignys, and the Guarantee has therefore terminated under clause 11.3(a), Ignys will on request quote to review, verify

and re-baseline the changed design. Ignys is under no obligation to accept such a request, and may decline where the change cannot be adequately characterised. Where it does accept, and the work is completed and paid for in full, Ignys will issue a replacement Guarantee Certificate and the Guarantee resumes in respect of the new baseline. The Guarantee Allowance already consumed before termination is not reinstated.

- 12.7 Component substitution. For the avoidance of doubt, substitution of any component for a part not listed as an approved alternate on the bill of materials identified in the Configuration Baseline Record is a change to the Guaranteed Configuration, whether or not the substituted part is described as equivalent, and whether the substitution is made by the Customer, a distributor or a contract manufacturer.

13. Records and evidence of the baseline

- 13.1 At each baselining event Ignys will assemble the Baseline Archive and issue a copy of the archive and the Guarantee Certificate to the Customer.
- 13.2 The Configuration Baseline Record is conclusive evidence, in the absence of manifest error, of what was guaranteed and of the state of the design at the date of issue.
- 13.3 Ignys will retain its own copy of each Baseline Archive for so long as it reasonably can, but gives no undertaking as to retention period and the Customer shall not rely on Ignys's copy. Where the Customer cannot produce its copy and Ignys cannot produce its own, clause 11.3(b) applies.

Schedule 1 Configuration Baseline Record

This Schedule sets out the minimum content of the Configuration Baseline Record which forms part of every Guarantee Certificate. Where an item is not applicable to a particular product it is recorded as not applicable rather than omitted.

Part A Electronics hardware

Item	Recorded as	Why it is recorded
Schematic	Document number, revision, issue date, CAD source reference	Defines the circuit as verified
PCB layout	Document number, revision, stack up reference, controlled impedance table reference	Layout is as load bearing as the schematic for EMC and signal integrity
Manufacturing data pack	Pack revision of the released pack	The pack, not the CAD, is what gets built
Bill of materials	Document number, revision, issue date of the released file	The most common silent change is a part substitution
Approved alternates	Listed against each line, by manufacturer part number	Anything not listed is a change under clause 12.7
Assembly drawing	Document number and revision	Orientation and polarity errors are assembly defined
Prototype build record	Build reference, quantity, date, inspection report reference	Ties the verified units to the baseline

Part B Firmware and software

Item	Recorded as	Why it is recorded
Repository	Repository identifier	The commit is the definitive statement of source
Release tag	Tag name and release notes reference	Human readable handle for the commit
Released binary	Filename, byte size, version	What was actually flashed onto the verified units
Bootloader	Filename, byte size, version	Frequently forgotten and frequently the cause
Build toolchain	Compiler and version, SDK or HAL version, RTOS and version, build flags, container image reference where used	A different compiler version is a different binary
Third party components	Name, version, licence for each library, stack and middleware	Governs both the exclusion at 7.1(g) and licence obligations
Configuration and calibration data	Data set version, filename, non volatile layout document reference	Behaviour depends on it and it is not in the source tree

Keys and certificates	Identifier and expiry only, never the material itself	Expiry drives future failures that are excluded under 7.1(g)
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Part C Specification and verification

Item	Recorded as	Why it is recorded
Product Requirements Specification	Document number, revision, approval date, Customer signatory	The contractual definition of right
Derived specifications	SRS, HWRS, SWRS, CRRS numbers and revisions	The traceability chain
Verification Test Record	Document number and revision	The definitive list of guaranteed requirement IDs
Verification Test Report	Document number, revision, date, Customer countersignature date	Evidence the requirements were met
Guaranteed requirement IDs	Full list, or reference to the VTR where the VTR is the list	Defines the scope of the Guarantee
Accepted Deviations	Full list by ID with description and rationale	Expressly outside the Guarantee under 7.1(d)
Known issues list	Document reference and revision	Expressly outside the Guarantee under 7.1(d)

Part D Compliance

Item	Recorded as	Why it is recorded
Target markets	Territories as at the date of the certificate	Anything else is excluded under 7.1(n)
Standards relied upon	Standard number, edition and date for each	Later editions are excluded under 7.1(e)
Testing carried out	Pre-compliance or full, laboratory, report numbers and dates	Distinguishes what was evidenced from what was assumed
Outstanding compliance activity	Anything deferred to a later stage	Prevents the Guarantee being read as a compliance warranty

Part E Administration

Item	Recorded as	Why it is recorded
Certificate number	Unique sequential number	The operative certificate is the latest one
Issue date and version	Date and version number	Establishes which baseline is current
Supersedes	Number of the certificate replaced, if any	Audit trail through change

Change Request references	CR IDs implemented since the previous certificate	Links the change control record to the baseline
Re-verification summary	Requirements re-verified, regression tested, or carried forward unchanged	Required by clause 12.3
Guaranteed Project Value	Value in pounds sterling	Basis of the Guarantee Allowance
Guarantee Allowance	Value in pounds sterling, and amount consumed to date	Required by clause 9
Ignys signatory	Name, position, signature	Authority for issue

End of Addendum 1.