

ADAMO TERMS OF SERVICE

Last updated: 03/12/2026

(A) Adamo Technologies Ltd ("Adamo") is the provider and owner of the Services (as hereinafter defined), and the Customer wishes to use the Services for its internal teleoperation and fleet operations (as hereinafter defined).

(B) Adamo has agreed to provide the Customer with access to and use of the Services for the permitted purpose on the terms of this Agreement.

(C) By creating an account, accessing the Services, or clicking "I agree" (or similar affirmation), the Customer accepts and agrees to be bound by these Terms of Service. If the Customer does not agree, the Customer must not access or use the Services.

IT IS AGREED THAT

1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

"Account"	The Customer's registered account on the Adamo platform, created during the sign-up process.
"Business Day"	A day other than a Saturday, Sunday, or US federal public holiday.
"Confidential Information"	Any information (including, without limitation, in written, oral, visual, or electronic form) that is not publicly available and that is disclosed by one party to the other, including information designated as confidential, information supplied by third parties where a duty of confidentiality exists, and any information that should reasonably be regarded as confidential. This includes know-how, designs, specifications, technical information, product roadmaps, operational data, customer lists, business plans, financial information, software, code, routing configurations, and network performance data.
"Customer Marks"	The trademarks, service marks, logos, trade names, and branding belonging to the Customer.
"Customer Data"	All data transmitted to or from Robots or systems controlled by the Customer through the Services, including video, sensor data, telemetry, control signals, and related metadata.
"Documentation"	Any user guides, technical specifications, integration instructions and other materials provided by Adamo in connection with the Services, in any form.
"Fees"	The fees payable by the Customer to Adamo in accordance with clause 3, as published on Adamo's website or within the Services at the time of the Customer's subscription.
"Intellectual Property Rights"	Patents, rights to inventions, copyright, moral rights, trademarks, business names and domain names, rights in get up, goodwill and the right to sue for passing off or unfair

	competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information, and all other intellectual property rights, in each case whether registered or unregistered, including applications, renewals, extensions, and all similar or equivalent rights that exist now or in the future anywhere in the world.
"Payment Method"	The valid credit card, debit card, or other payment method the Customer provides through Adamo's third-party payment processor.
"Pricing Page"	The page on Adamo's website or within the Services that sets out the current Fees and billing structure.
"Purpose"	The Customer's internal teleoperation, monitoring, remote intervention, fleet management, and related operational activities using the Services.
"Robot"	Any robot, vehicle, device, machine, or hardware endpoint operated by the Customer that connects to or transmits data through the Services at any time during a given calendar month.
"Services"	Adamo's teleoperation networking platform, including low-latency relay infrastructure, routing services, SDKs, APIs, dashboards, data transport services, observability tools, and any related technology or functionality provided by Adamo under this Agreement.
"Start Date"	The date on which the Customer creates an Account and first accepts these Terms of Service.
"Territory"	Worldwide.
"Usage Data"	Aggregated or technical data relating to the performance and use of the Services, including logs, bandwidth consumption, latency, uptime statistics, and similar operational metrics generated by the Services.

1.2.Clause, section, schedule, and paragraph headings shall not affect the interpretation of this Agreement.

1.3.A reference to a "person" includes a natural person, corporate entity, partnership, or any other legal or non-legal body, whether or not having separate legal personality.

1.4.Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

1.5.This Agreement shall be binding upon, and shall enure to the benefit of, the parties and their respective successors and permitted assigns. A reference to a party includes that party's successors and permitted assigns.

1.6.A reference to "writing" or "written" includes e-mail.

- 1.7. Any obligation on a party not to do something includes an obligation not to permit or allow that thing to be done.
- 1.8. Any words following the terms "including," "include," "in particular," "for example," or any similar expression are illustrative only and shall not limit the meaning or scope of the preceding words, description, definition, or terms.

2. ACCOUNT REGISTRATION

- 2.1. To access the Services, the Customer must create an Account by providing accurate, current, and complete registration information. The Customer shall promptly update its Account information to keep it accurate and complete.
- 2.2. The Customer is responsible for all activity that occurs under its Account. The Customer shall maintain the confidentiality of its Account credentials and shall promptly notify Adamo of any unauthorized use of its Account or any other breach of security.
- 2.3. Adamo reserves the right to suspend or terminate any Account that Adamo reasonably believes has been created with inaccurate information or is being used in violation of this Agreement.

3. GRANT OF LICENCE

- 3.1. Subject to the Customer's compliance with this Agreement and payment of all applicable Fees, Adamo grants the Customer a non-exclusive, non-transferable, revocable right to access and use the Services during the Term, solely in the Territory and solely for the Purpose. For the avoidance of doubt, nothing in this clause transfers any Intellectual Property Rights in the Services to the Customer.
- 3.2. The rights granted to the Customer are strictly limited to the Purpose, and the Customer shall use the Services only in accordance with this Agreement and the Documentation.
- 3.3. The rights granted under clause 3.1 are personal to the Customer. The Customer shall not sublicense, lease, rent, sell, assign, or otherwise grant any third party access to or use of the Services, in whole or in part, except as expressly permitted by this Agreement or with Adamo's prior written consent.
- 3.4. In connection with its use of the Services, the Customer shall:
 - 3.4.1. maintain secure access credentials and implement reasonable safeguards to prevent unauthorized access to the Services;
 - 3.4.2. comply with all applicable laws, regulations, and industry standards;
 - 3.4.3. take reasonable steps to safeguard Adamo's Intellectual Property Rights in the Services.
- 3.5. The Customer is solely responsible for the operation, control, and safety of all Robots and for ensuring that any use of the Services in connection with Robots complies with all applicable laws, regulations, and industry standards. Adamo has no control over the operation of Robots and is not responsible for any physical damage, personal injury, death, or regulatory breach arising from the Customer's operation of Robots.
- 3.6. The Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of communication networks and the internet and that Adamo is not responsible for any delays, delivery failures or other damage resulting from such problems.

4. FEES AND PAYMENT

- 4.1. In consideration of the rights granted to the Customer and Adamo providing the Services in accordance with this Agreement, the Customer shall pay the Fees as published on the Pricing Page at the time of the Customer's subscription. All Fees are non-refundable except as expressly stated in this Agreement.
- 4.2. The Customer shall provide a valid Payment Method at the time of Account registration. By providing a Payment Method, the Customer authorizes Adamo (or its third-party payment processor) to charge the applicable Fees to such Payment Method on a recurring monthly basis.
- 4.3. Fees are calculated and charged monthly in arrears based on the Customer's usage during the preceding billing period, including per-Robot platform fees and per-minute usage fees as set out on the Pricing Page.
- 4.4. If a charge to the Customer's Payment Method fails, Adamo (or its payment processor) may retry the charge in accordance with standard payment retry procedures. If payment remains unsuccessful after all retry attempts, Adamo may suspend the Customer's access to the Services until the outstanding balance is paid in full.
- 4.5. Adamo may adjust the Fees at any time by providing at least 30 days' prior written notice to the Customer (including by email or notice within the Services). Fee adjustments will apply from the next billing cycle following the effective date of the change. The Customer's continued use of the Services after a Fee adjustment constitutes acceptance of the new Fees.
- 4.6. All Fees are exclusive of applicable sales, use, excise, or other taxes. The Customer shall be responsible for all such taxes imposed on the Fees, excluding taxes based on Adamo's income.
- 4.7. All amounts due under this Agreement shall be paid in full and without any set-off, counterclaim, deduction, or withholding, except to the extent required by law.

5. CHANGES TO THE SERVICES

- 5.1. Adamo may update, modify, or discontinue any feature or functionality of the Services at any time. For material changes that adversely affect the Customer's use of the Services, Adamo shall use reasonable efforts to provide at least 14 days' prior notice.
- 5.2. If a material change to the Services is unacceptable to the Customer, the Customer's sole remedy is to terminate its subscription in accordance with clause 8.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All Intellectual Property Rights in the Services, the Documentation, and any related software or materials are and shall remain the exclusive property of Adamo and its licensors. The Customer receives no rights other than the limited right to access and use the Services as expressly set out in this Agreement.
- 6.2. All Intellectual Property Rights in the Customer Data and the Customer Marks are and shall remain the property of the Customer. Adamo receives no rights in them except as expressly permitted by this Agreement.
- 6.3. The Customer shall not (a) copy, modify, or create derivative works of the Services, (b) reverse engineer or attempt to extract source code, or (c) remove or alter any proprietary notices.

- 6.4.If the Customer chooses to display its Marks within the Services, the Customer grants Adamo a non-exclusive, royalty-free licence to use those Marks solely to provide the Services.
- 6.5.The Customer grants Adamo a non-exclusive, worldwide licence to host, store, transmit, process and otherwise use Customer Data solely as necessary to provide the Services and perform its obligations under this Agreement.
- 6.6.Adamo shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data processed through the Services.
- 6.7.Adamo shall not disclose, share, or make available Usage Data to any third party, nor use Usage Data for benchmarking purposes, without the Customer's prior written consent. Adamo may use aggregated and anonymized Usage Data for internal purposes, provided such data does not identify the Customer or any Robot.

7. INFRINGEMENT

- 7.1.Each party shall promptly notify the other if it becomes aware of any claim or allegation that the Customer's use of the Services in accordance with this Agreement infringes the Intellectual Property Rights of a third party ("Infringement Claim").
- 7.2.The Customer shall reasonably cooperate with Adamo, at Adamo's expense, in the investigation, defence, and resolution of any Infringement Claim. Adamo shall control the defence and settlement of any such claim, provided that Adamo shall not settle any claim in a manner that imposes any material obligation on the Customer without the Customer's prior written consent (not to be unreasonably withheld).

8. TERM AND TERMINATION

- 8.1.This Agreement begins on the Start Date and continues on a month-to-month basis until terminated by either party in accordance with this clause 8.
- 8.2.Either party may terminate this Agreement at any time for any reason by providing notice to the other party. Termination shall take effect at the end of the then-current monthly billing period. Upon termination, the Customer shall remain responsible for payment of all Fees accrued prior to the effective date of termination.
- 8.3.Either party may terminate this Agreement with immediate effect by written notice if:
- 8.3.1.the other party fails to pay any amount due and does not cure such failure within fifteen (15) days after written notice;
 - 8.3.2.the other party commits a material breach and does not cure such breach within thirty (30) days after written notice; or
 - 8.3.3.the other party becomes insolvent, enters bankruptcy or liquidation, has a receiver appointed, or ceases to carry on business.
- 8.4.Upon any expiry or termination of this Agreement:
- 8.4.1.all outstanding Fees become immediately due;
 - 8.4.2.all access to the Services shall cease at the end of the billing period (or immediately in the case of termination under clause 8.3);

8.4.3.the Customer may export its Customer Data for a period of seven (7) days following the effective date of termination, after which Adamo may delete such data; and

8.4.4.each party shall return or destroy the other party's Confidential Information, subject to legal retention requirements.

9. LIABILITY AND INDEMNITY

9.1.Except as expressly stated in this Agreement, the Services are provided "as is" and all other warranties, conditions, and terms (whether statutory, express, or implied) are excluded to the maximum extent permitted by law.

9.2.Nothing in this Agreement limits or excludes either party's liability for:

9.2.1.death or personal injury caused by its negligence;

9.2.2.fraud or fraudulent misrepresentation; or

9.2.3.any other liability that cannot legally be limited or excluded.

9.3.Subject to clause 9.2, neither party shall be liable to the other for any:

9.3.1.loss of profits;

9.3.2.loss of revenue;

9.3.3.loss of business or business opportunity;

9.3.4.loss of savings;

9.3.5.loss of goodwill;

9.3.6.loss or corruption of data; or

9.3.7.indirect, special, or consequential losses,

in each case whether based in contract, tort (including negligence), or otherwise.

9.4.Subject to clause 9.2, each party's total aggregate liability arising out of or relating to this Agreement (whether in contract, tort (including negligence), or otherwise) shall not exceed the total Fees paid by the Customer to Adamo in the twelve (12) months immediately preceding the event giving rise to the claim.

9.5.The Customer shall indemnify and hold harmless Adamo from and against all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with:

9.5.1.the Customer's breach of this Agreement;

9.5.2.the Customer's operation of Robots; or

9.5.3.the Customer Marks, except to the extent caused by Adamo's negligence or wrongful act.

9.6.Adamo shall indemnify and hold harmless the Customer from and against all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim alleging that the Customer's permitted use of the Services in accordance with this Agreement and the Documentation infringes that third party's Intellectual Property Rights, except to the extent the alleged infringement arises from: (a) any combination of the Services with any hardware, software, data, or services not provided by Adamo; (b) any modification of the Services by anyone other

than Adamo; or (c) use of the Services not in accordance with this Agreement or the Documentation.

9.7. Each party's indemnification obligations under clauses 9.5 and 9.6 are subject to the indemnified party:

9.7.1. promptly notifying the indemnifying party of the claim;

9.7.2. providing reasonable cooperation (at the indemnifying party's expense); and

9.7.3. allowing the indemnifying party sole control of the defence and settlement of the claim (provided that no settlement shall impose any material obligation on the indemnified party without its prior consent, not to be unreasonably withheld).

10. THIRD PARTY RIGHTS

10.1. No one other than a party to this Agreement shall have any right to enforce any of its terms.

11. ASSIGNMENT AND OTHER DEALINGS

11.1. The Customer may not assign, transfer, delegate, subcontract, or otherwise deal with any of its rights or obligations under this Agreement without Adamo's prior written consent.

11.2. Adamo may assign or transfer its rights or obligations under this Agreement, in whole or in part, to an affiliate or to a successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets, or otherwise without restriction.

12. FORCE MAJEURE

12.1. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events or circumstances beyond its reasonable control (a "Force Majeure Event"). The time for performance of the affected obligation shall be extended for the duration of the Force Majeure Event.

12.2. If a Force Majeure Event continues for more than eight (8) weeks, the party not affected may terminate this Agreement by giving seven (7) days' written notice to the affected party.

13. SEVERANCE

13.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the provision shall be deemed deleted. Any such modification or deletion shall not affect the remaining provisions of this Agreement.

13.2. If a provision is deemed invalid, illegal, or unenforceable, the parties shall negotiate in good faith to replace it with a valid and enforceable provision that most closely reflects the parties' original commercial intent.

14. NO PARTNERSHIP OR AGENCY

14.1. Nothing in this Agreement is intended to, or shall be deemed to, create a partnership, joint venture, agency relationship, or employment relationship between the parties, nor

authorize either party to make commitments or enter into agreements on behalf of the other.

14.2. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

15. CONFIDENTIALITY

15.1. Each party shall keep all Confidential Information of the other party strictly confidential and shall not disclose it to any third party at any time during the Term and for three (3) years after the termination or expiry of this Agreement, except as permitted by this clause 15.

15.2. A party may disclose the other party's Confidential Information:

15.2.1. to its employees, contractors, advisers, and representatives who need to know it for the purpose of exercising that party's rights or performing its obligations under this Agreement, provided such recipients are bound by confidentiality obligations no less protective than those in this Agreement; and

15.2.2. as required by law, regulation, or court order, provided that (to the extent legally permitted) the disclosing party gives the other party prompt notice of the requirement.

15.3. No party shall use the other party's Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement.

16. NOTICES

16.1. Any notice given under or in connection with this Agreement shall be in writing and shall be delivered by email to the applicable contact address.

16.2. Notices to the Customer shall be sent to the email address associated with the Customer's Account. Notices to Adamo shall be sent to james@adamohq.com, or such other address as Adamo may notify in writing.

16.3. A notice sent by email is deemed received on the next Business Day after the email is sent.

16.4. This clause does not apply to service of legal proceedings or other documents in any legal action or arbitration.

17. WAIVER

17.1. No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy, nor shall any single or partial exercise prevent any further exercise of that or any other right or remedy. A waiver is effective only if made in writing and signed by the waiving party.

18. ENTIRE AGREEMENT

18.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, and understandings, whether written or oral, relating to its subject matter.

18.2. Each party acknowledges that it has not relied on any statement, representation, assurance, or warranty not expressly set out in this Agreement. Neither party shall have

any claim for misrepresentation (whether innocent or negligent) based on any statement not contained in this Agreement.

19. AMENDMENTS

- 19.1. Adamo may update or modify these Terms of Service from time to time by posting revised Terms on its website and notifying the Customer by email or notice within the Services. Material changes will be notified at least 30 days before they take effect.
- 19.2. The Customer's continued use of the Services after the effective date of any amendment constitutes acceptance of the updated Terms. If the Customer does not agree to the amended Terms, the Customer must stop using the Services and terminate its Account before the effective date.

20. GOVERNING LAW

- 20.1. This Agreement and any dispute arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles.

21. JURISDICTION

- 21.1. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for the resolution of any dispute arising out of or relating to this Agreement.