

Schedule: PCB prototyping services

1. Applicability

1.1. This schedule applies to our PCB prototyping services comprising either or both of the following, in each case as described more fully in this schedule:

1.1.1. designing PCB schematics and layouts for prototypes; and

1.1.2. arranging, as your agents, to have PCBs manufactured on your behalf.

2. Definitions

2.1. In this schedule:

2.1.1. "PCB" means printed circuit board.

3. This is a prototyping service only

3.1. This service comprises designing PCB schematics and layouts, as prototypes for development testing.

3.2. The output of the service is the schematic, PCB layout (in KiCAD format), and images, of the PCB.

3.3. Prototyping entails iterating requirements, design, and development. By its very nature, prototyping means that we do not know if we will be able to get a PCB working in the way that you want it to work, and even if we can, it may take many iterations. You may wish to change your requirements, or the specification of the PCB, during the process. Problems, failures, component issues, non-working designs (which may not be obvious until a physical board is produced), and the like, are an expected part of this service. You are not buying (and we do not promise to provide) a finalised or guaranteed working PCB, but

rather our time working with you to prototype a PCB.

3.4. If, within three months of the date on which we make available to you the PCB's schematics and layout, you identify a defect in our design of the PCB, we will make design changes to remedy that defect without charge. This is your sole remedy, and the total of our liability to you, in respect of design defects. In particular, we are not responsible for any losses that you incur in respect of the manufacture of PCBs.

3.5. Clause 3.4 does not apply to changes to your requirements or the specification of the PCB, in respect of which any work we do is chargeable.

3.6. We do not warrant that any PCB schematics or layout will comply with any or all legal, regulatory, or other similar, requirements, including requirements for a product to be placed on the market in the UK or any other country, electromagnetic compatibility, and electrical safety. You are responsible for ensuring these things.

4. Intellectual property rights in PCB schematics and layout

4.1. Until we have received your payment in full in respect of our work under this schedule for a specific PCB:

4.1.1. we own all the intellectual property rights in that PCB's schematics and layout.

4.1.2. That PCB's schematics and layout constitutes our confidential information.

4.2. Automatically upon receipt of your payment in full in respect of a our work under this schedule for a specific PCB, we assign to you all intellectual property rights that we own in respect of that PCB's schematics and layout, and we waive our confidentiality in respect of that PCB's schematics and layout. This applies to the PCB schematics and layout as a whole, and not the individual components or combinations of components (such as a design for a power supply).

5. Software

5.1. If we make available to you software which is licensed under one or more Free or open source software licences, your use of that software (and our obligations and liabilities to you in respect of that software) is governed by those Free or open source licences.

5.2. Unless we agree otherwise with you in writing:

5.2.1. we do not undertake software development services for you.

5.2.2. we do not transfer to you, and you do not obtain, the intellectual property rights in respect of any software that we make available to you.

5.2.3. we may, at our own discretion, make changes to our software, and make the resulting software available to you, and we retain all rights and ownership in that software.

6. Price and payment

6.1. Because this is an iterative, prototyping service, we cannot, and do not,

guarantee that we are able to achieve any particular outcome(s) for a given price.

6.2. We will inform you:

6.2.1. as frequently as we consider appropriate, of the costs which you have incurred.

6.2.2. promptly if, acting reasonably, we consider that the we will be required to carry out more work than we had anticipated, or if requirements change.

6.3. We will charge you, and you agree to pay, in accordance with any rate card or price which we make available to you, for the work that we do for you under this schedule.

6.4. You may at any time, on notice to us, ask us to stop work. We will charge you for (and you must pay us for) the work that we have done until the point of our receipt of your notice of termination.

6.5. You may ask us to order the manufacturing of PCBs on your behalf, subject to the requirements of clause 7. We will inform you of the costs associated with your order, and any administrative fee which we will charge. If you agree, you must pay us these charges up front, and we are not required to place any order until we have received your payment in full.

7. Ordering the manufacturing of PCBs as your agent

7.1. If we agree to place an order with a third party to manufacture PCBs for you, we do so as your agent, placing an order with a PCB manufacturer on your behalf.

- 7.2. You are responsible for ensuring that the PCB manufacturer's terms are suitable, and for complying with those terms.
- 7.3. We are not responsible for any defects in manufacturing, or liable for any losses arising out of, or in connection with defects in manufacturing. There is an inherent risk that some PCBs in a manufacturing run will contain manufacturing defects, which may not be capable of remedy.
- 7.4. It is your responsibility to test each PCB design before asking us to place orders on your behalf. A defect in our design of the PCB may not be apparent until a physical board is manufactured; this is part of prototyping. We are not liable for any losses arising out of, or in connection with design defects (including the costs associated with the manufacturing, and the costs associated with manufacturing replacement PCBs with an updated design).
- 7.5. You are responsible for all matters to do with the manufactured PCBs (including, for instance, if you choose to use, sell, or make available to third parties the manufactured PCBs).