

Spinal & Airbus Agreement

This SaaS Subscription Agreement ("Agreement") is entered into as of the Effective Date (defined below) by and between:

Provider: Spinal , a United Kingdom company with its registered address at Great Napoleon Street, SE6 96N

Client: Airbus Limited with its principal place of business at 1 Heathrow Airport, London, UK SE1A1P

Together, the Provider and the Client are referred to as the "Parties."

1. Effective Date

The "Effective Date" of this Agreement shall be the date on which the Client signs this Agreement.

2. Services Provided

The Provider agrees to make available to the Client access to its software-as-a-service platform ("Service"), including any associated features, modules, or tools, as outlined in **Schedule A**.

3. Subscription Fees and Payment Terms

3.1 Subscription Fee

The Client agrees to pay **£550 per month**, billed monthly in advance, for access to the Service.

3.2 One-Time Set-Up Fee

The Client agrees to pay a **one-time setup fee of £1,500**, payable upon signing this Agreement.

3.3 Payment Terms

- All invoices are payable within **30 days** of the invoice date.
 - All fees are **non-refundable**, except as expressly provided in this Agreement.
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4. Term and Termination

4.1 Term

This Agreement shall commence on the Effective Date and shall continue on a monthly rolling basis unless terminated by either Party.

4.2 Termination for Convenience

Either Party may terminate this Agreement with **30 days' written notice**.

4.3 Termination for Breach

Either Party may terminate this Agreement immediately if the other Party materially breaches its obligations and fails to cure such breach within **14 days** of receiving notice.

4.4 Effect of Termination

Upon termination:

- The Client's access to the Service shall cease.
 - Any outstanding fees shall become immediately due.
 - The Provider will provide the Client with a data export upon request within 30 days of termination.
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5. Service Levels

The Provider shall use commercially reasonable efforts to ensure the Service is available **99% of the time**, excluding:

- Scheduled maintenance (with at least 48 hours notice),
- Emergency maintenance,

- Downtime caused by third-party providers or factors beyond reasonable control.
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6. Client Responsibilities

The Client agrees to:

- Ensure only authorised users access the Service.
 - Maintain the confidentiality of login credentials.
 - Comply with all applicable laws related to their use of the Service.
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7. Data Protection and Security

The Provider shall implement appropriate technical and organisational measures to protect Client data. Both Parties shall comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

8. Intellectual Property

All intellectual property rights in the Service remain the exclusive property of the Provider. The Client receives a limited, non-exclusive, non-transferable licence to access and use the Service during the term of this Agreement.

9. Limitation of Liability

Except for breaches of confidentiality or unlawful misuse of intellectual property:

- The Provider's total liability shall not exceed the total subscription fees paid by the Client in the **preceding 12 months**.
 - The Provider shall not be liable for indirect, incidental, or consequential damages.
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10. Confidentiality

Both Parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement.

11. **General

11.1 Governing Law

This Agreement shall be governed by the laws of **England and Wales**.

11.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties.

11.3 Amendments

Any amendments must be made in writing and signed by both Parties.

Signatures

Provider: Spinal

Name: Andrew van Rensburg

Title: CTO

Date: 14/11/2025

Client: Airbus

Name: Erlich Bachman

Title: CEO

Date: 14/11/2025