

Software License Agreement

Prepared by:

Spinal Technologies Limited
Jan 15th 2025

Prepared for:

Boeing Limited

This Software License Agreement (the "**Agreement**") is entered into by and between **Spinal Technologies Limited ("Provider")** and **Boeing Limited ("Licensee")** for the use of the software known as **Billy the Agent** (the "**Software**"). This Agreement sets forth the terms and conditions governing the Licensee's use of the Software.

1. License Grant

Provider hereby grants Licensee a **non-exclusive, non-transferable** license to use the Software, including 220 total seats, as permitted under this Agreement. The license extends to Licensee's employees and subcontractors performing services on Licensee's behalf.

"Software" includes executable programs, documentation, updates, and associated files delivered under this Agreement.

Throughout the licensing period, all intellectual property rights to the Software remain the sole property of Provider.

2. Fees and Payment

Name	Price	Qty	Subtotal
Pro seats	£15	220	£3,300

Subtotal: £3,300 per month

Discount: £0

Tax: £0

Total: £3,300

Billing Frequency: Licensed seats are billed monthly at the rates specified above.

2.1 Payment Deadlines

Licensee agrees to pay all invoices within **sixty (60) days** of issuance.

2.2 Payment Method

All payments shall be made via bank transfer to the following account:

- **IBAN:** IT20M3609201602231554475736
- **BIC/SWIFT:** QNTOITM2XXX

2.3 Late Payment

Provider may suspend access to the Software if Licensee is more than **10 days** late on any payment. Continued nonpayment may result in termination of the Agreement.

3. Term and Renewal

The Agreement begins on **July 15, 2025** and continues until **July 22, 2027**. It will automatically renew unless either party provides **90 days' written notice** prior to the renewal date.

Provider must notify Licensee of any price changes at least **90 days** before renewal. Licensee may decline renewal without penalty by providing **30 days' written notice** after receiving such notice of price change.

4. Conduct and Compliance

Both Parties agree to comply with all applicable **anti-corruption**, **financial integrity**, and **regulatory** laws.

Licensee must notify Provider of any material events affecting its financial or operational condition, including insolvency, liquidation, or substantial business interruption.

5. Force Majeure

Provider is not liable for delays or failures to perform resulting from events beyond its reasonable control, including natural disasters, acts of government, pandemics, labor disputes, system failures, or outages from third-party providers.

6. Confidentiality

Each Party agrees to maintain the confidentiality of proprietary or sensitive information received from the other Party and to use such information solely for fulfilling obligations under this Agreement.

Confidentiality obligations will survive termination of the Agreement.

7. Warranties and Disclaimers

Provider warrants that the Software will function in substantial accordance with the provided documentation. Provider does **not** warrant that the Software will be uninterrupted, error-free, or suitable for Licensee's specific operational requirements.

Except as expressly provided, the Software is provided **"as is"** without additional warranties of any kind.

8. Limitation of Liability

To the maximum extent permitted by law:

- Provider's total liability under this Agreement shall not exceed the total fees paid by Licensee during the 12 months preceding the claim.
 - Provider shall not be liable for consequential, incidental, indirect, special, or punitive damages, including loss of profits or data.
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9. Termination

Either Party may terminate this Agreement with written notice if the other Party materially breaches any of its obligations and fails to cure such breach within **30 days** of receiving notice.

Upon termination:

- Licensee must cease all use of the Software.
- Provider will revoke access to licensed seats.
- Any outstanding payments will become immediately due.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to conflict-of-law principles.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or communications relating to the subject matter.

Any amendment must be in writing and signed by both Parties.

12. Signatures

Spinal Technologies Limited (Provider)

Name: Andrew van Rensburg

Title: CTO

Date: 14/11/2025

Boeing Limited (Licensee)

Name: Jian Yang

Title: Founder

Date: 14/11/2025