

MAIDEN ROBOTICS

Pilot Deployment and Validation Agreement

Prototype supply, system integration and actuator validation

This Pilot Agreement ("Agreement") is entered into on [EFFECTIVE DATE] between the parties identified below. It becomes binding when signed by authorised representatives of both Parties.

1. Pilot particulars

Maiden	
Partner	
Deployment	Maiden will provide [NUMBER / MODEL] prototype actuator(s) for temporary integration into Partner's existing [WORKING SYSTEM / ROBOT] at [SITE].
Purpose	Partner will integrate and operate the prototype actuator(s) in its working system so the Parties can validate performance, integration behaviour, limitations and operating conditions against the agreed test criteria.
Pilot status	Experimental prototype deployment only; not a sale, design engagement, development service, production qualification, certification, unrestricted deployment approval, exclusivity or assurance of future supply.
Kickoff / Term	[KICKOFF DATE] / [N] weeks, ending no later than [LONG-STOP DATE], unless changed in writing.
Pilot fee	[INR / USD AMOUNT] plus applicable taxes; [] % on signature, [] % at C2, [] % on final report; invoices payable within [] days.
Technical leads	Maiden: [NAME / EMAIL] Partner: [NAME / EMAIL]
NDA	Mutual NDA dated [DATE]. The Pilot will not start until the NDA is effective.

2. Core legal terms

Ref	Term	Agreed position
2.1	Scope	Maiden supplies the agreed prototype actuator(s), documentation and reasonable integration support. Partner installs and operates them in its existing working system and performs or supports the agreed validation. Only the commitments, tests, dates, costs and Deliverables in this Agreement are included.
2.2	No design partnership	This Agreement does not include custom design, redesign, co-development, engineering-for-hire, manufacturing development or transfer of design files. Feedback, test failure or a requested change does not oblige Maiden to redesign the actuator. Any design or development engagement requires a separate signed agreement.
2.3	Changes	Operational changes require a written change note approved by both technical leads. Changes to Fees, prototype quantity, Term, IP, liability or deployment scope require signatures from authorised representatives.
2.4	Standard and outcome	Each Party shall perform its commitments with reasonable skill and care. Failed or inconclusive metrics are valid engineering results, not breach, where the agreed method was followed. Maiden does not guarantee that the prototypes will meet every target or fit Partner's system.
2.5	Safety	Partner controls its integration site and working system. Testing must follow the approved operating limits, guards, emergency-stop procedure and site rules. Either Party may stop unsafe work. No medical, life-support, weapon, public-road, human-subject or other safety-critical use without separate written approval and required controls.

Ref	Term	Agreed position
2.6	Prototype custody	All prototypes, fixtures, firmware and loan equipment remain Maiden property. Partner shall use them only for the Pilot, protect them, keep them at the approved site and return them by [DATE]. Partner shall not disassemble, reverse engineer, modify, transfer, export or publish benchmarks without written consent. Partner bears repair or replacement cost for loss or damage caused by its failure to use reasonable care.
2.7	IP and feedback	Each Party retains its technology, designs, software, systems and other pre-existing IP. No design, source code, CAD, manufacturing file or ownership right transfers. Maiden may use non-confidential feedback and validation learnings to improve its actuator platform, but may not disclose Partner Confidential Information or claim ownership of Partner's working system.
2.8	Reports and data	Reports and validation data. Partner may use the Pilot reports and Deliverables internally to evaluate the prototype actuators in the agreed use case. Partner shall provide Maiden with the test data, operating conditions, system logs and observations specifically identified in the agreed Test Plan. Partner is not required to disclose unrelated system data, proprietary designs, source code or other information outside the Pilot scope. All shared information remains subject to the NDA.
2.9	Confidentiality and publicity	The NDA governs Confidential Information and survives independently.
2.10	Pilot reports and test data	Partner may use the Pilot reports internally. Partner shall provide Maiden only the actuator-related test data and observations agreed in the Test Plan. Partner is not required to disclose unrelated system information, proprietary designs or source code. All shared information is protected under the NDA.
2.11	Liability	Neither Party is liable for indirect or consequential loss or lost profit, revenue, opportunity, goodwill or data. Each Party's aggregate liability is capped at total Pilot Fees paid or payable. The cap does not apply to fraud, wilful misconduct, death or personal injury caused by negligence, confidentiality or IP breach, unpaid Fees, prototype loss or damage payable under clause 2.6, or liability that cannot lawfully be limited.
2.12	Suspension and termination	Maiden may suspend deployment for safety, unauthorised use, IP misuse or undisputed overdue payment after notice where curable. Either Party may terminate an uncured material breach after ten Business Days or for convenience on ten Business Days' notice. Partner must stop using and return the prototypes; Partner pays completed work and approved costs; unused prepaid Fees are refunded.
2.13	Disputes	Senior representatives shall attempt resolution for 15 days. Unresolved disputes go to one arbitrator under the Arbitration and Conciliation Act, 1996. If no arbitrator is agreed within 15 days, appointment follows that Act. Seat and venue: Bengaluru; language: English; governing law: India. Bengaluru courts may grant interim relief.
2.14	General and priority	The Parties are independent contractors. This Agreement, signed change notes and the NDA are the entire Pilot agreement. The proposal is background only and is not incorporated. Force majeure excuses delay, not payment. Amendments and waivers must be written; invalid terms are severed; lawful electronic signatures are permitted.

3. Commitments register

ID	Commitment	Owner	Due / evidence
M-01	Deliver the listed prototype actuator(s), interface information, operating limits and integration guidance.	Maiden	C0-C1: delivery/handover Status: []
M-02	Confirm prototype configuration and provide reasonable remote/on-site integration support as priced.	Maiden	C1-C2: support log Status: []
M-03	Support agreed actuator tests; preserve Maiden-side calibration, operating and performance records.	Maiden	C2-C4: test/anomaly records Status: []
M-04	Issue the final actuator validation report with results, limitations, residual risks and recommendation.	Maiden	C4: final report Status: []
P-01	Provide accurate system requirements, duty cycle, mechanical/electrical/control interfaces and hazards.	Partner	C0: approved inputs Status: []
P-02	Integrate the prototypes into Partner's working system using competent personnel and an approved safe method.	Partner	C1-C2: integration/safety record Status: []

ID	Commitment	Owner	Due / evidence
P-03	Operate the working system within limits and provide agreed logs, measurements, observations and incident reports.	Partner	C2-C4: validation data Status: []
P-04	Protect, stop using and return the prototypes in agreed condition by the return date.	Partner	Close: signed return record Status: []
J-01	Hold a short weekly review and record decisions, risks, dependencies and approved changes.	Both	Weekly minutes Status: []
J-02	Do not suppress, fabricate or knowingly misrepresent Pilot evidence.	Both	Throughout: traceable records Status: []

4. Deliverables, acceptance and decision gates

Gate	Deliverable / evidence	Due	Decision
C0	Approved use case, prototype list, working-system interfaces, operating limits, risks, criteria and test matrix	[DATE]	Deploy / revise
C1	Prototype delivery and handover record; integration method, controls and safety review	[DATE]	Integrate / hold
C2	Installed-system inspection; no-load/low-load function; sensing, communications, guards and emergency stop	[DATE]	Validate / hold
C3	Partner-system validation data, actuator data, plots, calibration references and anomaly/deviation log	[DATE]	Continue / repeat / stop
C4	Final actuator validation report, limitations, residual risks, next-step recommendation and prototype return record	[DATE]	Close / extend / separate design discussion

Acceptance process	Partner shall accept or give specific Acceptance-Criteria-linked objections within five Business Days after delivery. Maiden shall correct a valid in-scope non-conformity within the agreed cure period. No response after one reminder and five further Business Days constitutes deemed acceptance.
Acceptance Criteria	Prototype delivery/condition: [CRITERIA]; mechanical/electrical/control integration: [PASS CONDITION]; continuous torque: [TARGET / METHOD]; speed/efficiency: [TARGET / METHOD]; thermal rise: [TARGET / METHOD]; current/power: [TARGET / METHOD]; sensing/controls/SDK integration: [PASS CONDITION]. Acceptance of a Deliverable does not mean every actuator performance target was achieved.
Excluded costs	Unless priced: travel, shipping, customs, third-party testing/certification, destructive testing, special tooling, site modifications and replacement articles.

The commitment register and gate table are the operational tracker. Status may be updated by both technical leads through email or signed minutes, but such updates cannot amend Fees, IP, liability, prototype quantity or Term without authorised signatures.

5. Signatures

For Maiden	Name / title: [_____] Signature: _____ Date: _____
For Partner	Legal entity: [_____] Name / title: [_____] Signature: _____ Date: _____

Completion check: confirm legal names and authority; complete all bracketed commercial and technical fields; attach the NDA; confirm applicable taxes, stamp duty, insurance and site safety requirements; obtain transaction-specific legal review.