



## Aibuild Terms of Service

These Terms of Service were last updated on 14 April 2025.

The following terms and conditions (the “**Terms**”), together with any Order Form (as defined below) signed by you and us and any documents they expressly incorporate by reference (collectively, the “**Agreement**”), govern your (“**Customer**”, “**you**” or “**your**”) access to and use of the Aibuild platform (“**Platform**”) and any associated subscription to the Platform (“**Subscription**”), including any content, data, functionality and services offered on or through <https://ai-build.com> (collectively, the “**Content**”). The Platform, Content and all related services and products are owned and operated by AI BUILD LIMITED, registered in England and Wales with company number 09859772 (“**Aibuild**”, “**us**” or “**we**”).

The Subscription and access to the Platform are offered to the Customer subject to its acceptance of this Agreement. When the Platform is accessed or used by a Customer or when a Customer otherwise indicates assent to this Agreement (whether by signing an Order Form, clicking “**I agree**” (or similar), or otherwise), this Agreement forms a legally binding contract between the Customer and Aibuild.

The Order Form sets out specific details of the Customer’s use of the Platform, including commercial terms and any additional conditions agreed upon by the Parties. In the event of a conflict between this Agreement and the Order Form, the terms of the Order Form shall prevail, unless expressly stated otherwise.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Platform’s user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Service or changes made for legal reasons will be effective immediately. Your continued use of the Platform after the date any such changes become effective constitutes your acceptance of the new Terms. If you do not agree to any such changes (except for changes made to address new functions of the Service or made for legal reasons), you may terminate the Agreement by written notice to us.

**If you are entering into the Agreement on behalf of an entity, such as your employer or the company you work for or represent, you represent and warrant that you have the legal authority to bind such entity, in which case the terms “you”, “your”, “customer” or a related capitalized term as used in this Agreement will refer to such entity.**

### 1. **Defined Terms and Interpretation**

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

“**Activation Date**” means the date on which the Platform is first activated and made available to the Customer by Aibuild in accordance with this Agreement.

“**Authorised Users**” means the individual employee(s) of the Customer who are authorised by the Customer to access and use the Platform, as set out in the applicable Order Form(s) and as further described in section 2.2. The aggregate number of Authorised Users permitted to access and use the Platform shall not exceed the number specified in the Order Form(s).



**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Confidential Information"** means any information which is not accessible or known to the general public and/or which should generally be regarded as confidential, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations. For the avoidance of doubt, the System and Services are Aibuild's Confidential Information.

**"Client Success Services"** means onboarding, training and periodic check-ins provided by Aibuild's client success team.

**"Cloud Platform"** or **"Platform"** means the version of the Cloud Platform provided by Aibuild to the Customer and its Authorised Users, as set out in the applicable Order Form, together with any Updates that Aibuild may release to the Customer from time to time, and including Generative AI Features.

**"Data Protection Legislation"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 applicable on 25th May 2018 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**EU GDPR**"), the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (together with the EU GDPR, the "**GDPR**"), the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC) on Privacy and Electronic Communications and the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 and their national implementations in the European Economic Area ("**EEA**") and the United Kingdom ("**UK**"), and any national laws implementing the GDPR, each as applicable, and as may be amended or replaced from time to time.

**"Effective Date"** means the last date of execution on the Order Form.

**"Generative AI Feature"** means any feature accessible through the Cloud Platform that relies on third party advanced technologies, such as artificial intelligence, machine learning systems and similar technology and features, including third party large language models, to allow the Customer and Authorised Users to submit text commands or other prompts to generate and return to the Customer and/or Authorised User content, instructions, data, or other information through the Cloud Platform.

**"Hardware"** means the hardware devices, together with any software installed on hardware devices, supplied by the Hardware Provider(s) and installed at the Hardware Location for use in conjunction with the Platform (including 3D printers, extruders, cameras, sensors, computers).

**"Illegal or Harmful Content"** means data, information or content that is obscene, threatening, menacing, offensive, defamatory, abusive, causes annoyance, inconvenience, or needless anxiety, contains expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusive content, vulgarity or profanity, contains or advocates pornography or



sexually explicit content or child sexual abuse, or that is otherwise obscene or lewd, advocates violent behaviour or poses a threat to personal or public safety, is harmful to children, is in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or any other right of any person, or otherwise is in breach of or violates any applicable law or regulation or code.

**"Initial Subscription Period"** means the Initial Subscription Period as set out in the applicable Order Form.

**"Insolvency Event"** means when:

- (i) a party becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities;
- (ii) in relation to a party, a statutory demand is served, a receiver is appointed or any insolvency procedure is instituted or occurs;
- (iii) any order is made for or there occur proceedings constituting main proceedings in any member state of the European Union; or
- (iv) any analogous demand, appointment or procedure is instituted or occurs in relation to a party in any jurisdiction in which the party carries on business.

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, supplementary protection certificates, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and means all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Minimum Operating Requirements"** means the Customer's and Authorised Users' minimum operating requirements to use the Cloud Platform as set out in in this Agreement, as updated by notice to the Customer from time to time.

**"Order Form"** means any Aibuild order form, ordering documentation, online sign-up, or subscription flow that references or otherwise incorporates these Terms, sets forth pricing (if applicable) and the Platform selected by Customer, and is accepted and agreed to by the parties, in each case including any addenda, schedules, supplements, or statements of work thereto.

**"Output"** means output (including content, data (including CAD data and tool paths), reports (including machine instructions), products, parts, objects, materials, designs, representations and other information) generated by the Platform, including (in the case of the Cloud Platform) Third Party AI Output.

**"Parties"** means Aibuild and Customer.



**"Renewal Period"** means the Renewal Period as set out in the applicable Order Form.

**"Services"** means the provision of the Cloud Platform, Training Services, Integration Services, Support Services (including Updates) and Client Success Services.

**"Submitted Data"** means any data, information or content submitted by the Customer or its Authorised Users for delivery to or use by the Platform, including (in the case of the Cloud Platform) data, information or content submitted to any Generative AI Feature.

**"Subscriptions"** means the subscriptions purchased by the Customer pursuant to this Agreement which entitle the number of Authorised Users specified in the applicable Order Form to access and use the Platform in accordance with this Agreement.

**"Subscription Fees"** means the subscription fees payable by the Customer to Aibuild for the Subscriptions, as set out in the applicable Order Form.

**"Subscription Period"** means Initial Subscription Period together with any subsequent Renewal Periods.

**"Support Services"** means the support services provided by Aibuild, in relation to the Cloud Platform by Aibuild as set out in this Agreement, as amended by Aibuild from time to time.

**"Third Party AI Output"** means content, instructions, data or other information and materials generated by or as a result of a Generative AI Feature, as a result of or in response to information, commands or prompts given by the Customer or its Authorised Users.

**"Training Services"** has the meaning given to it in clause 6.1.

**"Update"** means any modifications, enhancements, revisions, corrections, updates, upgrades, new versions, additions, extensions and improvements of any type to the Platform that Aibuild makes available from time to time.

**"Uptime Commitment"** has the meaning given to it in clause 5.1.

- 1.2 **Interpretation.** Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision. A reference to writing or written includes email, provided such email is sent to an appropriate address corresponding to a person who has had regular and recent involvement with the relationship between the parties under this Agreement. The words "include", "including" and "in particular" are (whether or not preceded by qualifying words such as "but not limited to") to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them.



## 2. Subscriptions

- 2.1 Subject to the payment of the Subscription Fees in accordance with clause 8, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Aibuild hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free right to permit the Customer and its Authorised Users to access, view and use the Platform in object code form during the Subscription Period solely for the Customer's internal business purposes.
- 2.2 In relation to the Authorised Users, the Customer undertakes:
- 2.2.1 to adhere to the maximum number of Authorised Users set out in the applicable Order Form(s);
  - 2.2.2 not to allow anyone other than an Authorised User to access or use any part of the Platform;
  - 2.2.3 to procure that all Authorised Users comply with the terms and conditions of Aibuild's End User Licence Agreement, available at <https://ai-build.com/aibuild-terms-of-service/>, as updated and amended from time to time;
  - 2.2.4 not to allow any Authorised User accounts to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform and Aibuild shall be notified by the Customer immediately of such reassignment request;
  - 2.2.5 to ensure that each Authorised User shall keep a secure password for their use of the Platform, such password shall be changed as required by Aibuild from time to time, and each Authorised User shall keep their password strictly confidential and not share their password with any other person;
  - 2.2.6 to maintain a written, up to date list of current Authorised Users and provide such list to Aibuild promptly on Aibuild's written request and shall notify Aibuild of any changes; and
  - 2.2.7 if any Authorised User leaves their employment with the Customer, to immediately revoke the Authorised Users access to the Platform and notify Aibuild that access has been revoked.
- 2.3 During the Subscription Period, Aibuild has the right to, at its own expense, carry out an audit in order to verify compliance by the Customer and its Authorised Users with the terms and conditions of this Agreement. Aibuild will provide the Customer with 30 days' notice before commencing the audit which will take place during normal business hours and in a manner that is designed not to interfere unreasonably with the normal operations of the Customer. In the instance that such audit identifies unauthorised use of the Platform, then without prejudice to Aibuild's other rights and remedies under this Agreement and at law, the Customer shall promptly arrange to purchase Subscriptions applicable to that unlicensed use.



- 2.4 The Customer shall not and shall procure that the Authorised Users do not, and shall not permit any third party to:
- 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by this Agreement between the Parties and except to the extent expressly permitted under this Agreement:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means; or
  - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
- 2.4.2 access or use all or any part of the Platform or Output in order to build a product or service which competes with the System (in whole or in part); or
- 2.4.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform (in whole or in part) available to any third party except the Authorised Users; or
- 2.4.4 attempt to obtain, or assist third parties in obtaining, access to the Platform or Output, other than as provided under this clause 2; or
- 2.4.5 input or upload to the Platform, or use the Platform to store, display, or transmit, any data, content, or material that is Illegal or Harmful Content, and/or violates or infringes upon the rights of a third party.
- 2.5 The Customer shall, and shall procure that its Authorised Users shall, use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, promptly notify Aibuild.
- 2.6 The Customer acknowledges and agrees that the provisions of this clause 2 apply to the Customer and its Authorised Users and that the Customer shall be and shall remain liable to Aibuild for the acts or omissions of its Authorised Users.
3. **Illegal and Harmful Content**
- 3.1 Aibuild does not tolerate Illegal or Harmful Content uploaded through the Platform. Aibuild will process and investigate notices of alleged Illegal or Harmful Content, and take appropriate actions, as required under the EU Digital Services Act and any other applicable laws. If the Customer or its Authorised Users believe any content posted on or through the Platform is Illegal or Harmful Content, Customer should notify us by sending an email to [support@aibuild.com](mailto:support@aibuild.com). The notification must be in writing and contain: (i) a description of the alleged Illegal or Harmful Content; (ii) identification of the content that is claimed to be illegal, and where the content that the Customer or its Authorised Users claim is illegal is located on the Platform, with enough detail that Aibuild may find it on the Service; and (iii) Customer's address, telephone number, and email address.



- 3.2 Aibuild may suspend or limit any access or use of the Platform or remove or disable or restrict the visibility of any individual account or Submitted Data that Aibuild reasonably and in good faith believes violates this Agreement or may result in material harm to the Platform or its users. Aibuild will promptly notify Customer of any such action. Aibuild will limit a suspension or limitation as narrow in time and scope as reasonably possible under the circumstances.
- 3.3 If the Customer or its Authorised Users believe that any Submitted Data that was removed (or to which access was disabled or restricted) is not illegal, or Customer otherwise wishes to complain about any action Aibuild has taken, or not taken, in relation to restricting or removing content on the grounds that the content is illegal or incompatible with this Agreement, Customer may send a written complaint to [support@ai-build.com](mailto:support@ai-build.com) containing: (a) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; and (b) Customer's name, address, telephone number, and email address.
- 3.4 In accordance with the EU Digital Services Act and any other applicable laws, Aibuild has adopted a policy of terminating, in appropriate circumstances and at Aibuild's sole discretion, the accounts of customers and Authorised Users who are deemed to be repeat uploaders of illegal content or who frequently submit notices or complaints about illegal content that are manifestly unfounded. Aibuild may also at its sole discretion limit access to the Service and/or terminate the accounts of Customer or any Authorised Users who upload illegal content or violate this Agreement. Aibuild may use automated means of reviewing Customer Data, in addition to human review.
- 3.5 Any suspected fraudulent, abusive or illegal activity or Illegal or Harmful Content may be referred to appropriate law enforcement authorities. Where required by applicable law, Aibuild will advise Customer if it restricts or removes any Submitted Data submitted, uploaded, or transmitted by the Customer or its Authorised Users to the Service or suspend or terminate the Customer or its Authorised Users' access to the Platform, and will provide Customer with a statement of reasons as to why Aibuild has taken such action.
- 3.6 If: (a) Aibuild removes, disables or restricts the visibility of any Submitted Data on the basis that it is illegal content; (b) Aibuild suspends or terminates the Customer's or its Authorised User(s)' account (or any part of it) and/or access to or use of the Platform; (c) Aibuild blocks the Customer or its Authorised Users from future access to the Platform, or takes any other actions to restrict Submitted Data or access to and use of the Platform, and Customer disagrees with this decision, Customer can contact Aibuild at [support@ai-build.com](mailto:support@ai-build.com), and Aibuild will consider Customer's notification in accordance with its internal policies and procedures. If Aibuild removes, takes down or restricts the visibility any Submitted Data, or suspends or bans the Customer or its Authorized User(s) from using the Platform in breach of this Agreement, then Customer can bring a claim against Aibuild for breach of contract.
- 3.7 In accordance with Article 11 of the EU Digital Services Act, the European Commission, EU Member States' authorities, and the European Board for Digital Service may contact Aibuild regarding the application of the EU Digital Services Act. Aibuild has appointed Daghan Cam as its EU legal representative for the purposes of the EU Digital Services Act, who can be reached at [info@ai-build.com](mailto:info@ai-build.com). Communications to these email addresses should be in English.





#### 4. **Additional Subscriptions**

- 4.1 Subject to clause 4.2, the Customer may, from time to time during any Subscription Period, purchase Subscriptions for additional Authorised Users.
- 4.2 If the Customer wishes to purchase additional Subscriptions for additional Authorised Users, the Customer shall notify Aibuild in writing. On receipt of such notification Aibuild shall either reject the request or provide the Customer with a revised Order Form for execution, following which:
  - 4.2.1 the Customer shall pay to Aibuild the applicable additional Subscription Fees set out in the Order Form in accordance with clause 13; and
  - 4.2.2 following execution of the Order Form, Aibuild shall activate the additional Subscriptions.
- 4.3 Each Order Form shall form part of and be governed by the terms and conditions of this Agreement.

#### 5. **Availability**

- 5.1 Aibuild will use its reasonable endeavours to ensure that the Cloud Platform is available for access and use by the Customer and its Authorised Users materially in accordance with its specifications during the Initial Subscription Period and each Renewal Period 99.9% of the time, excluding planned downtime notified in advance to the Customer, and emergency maintenance (together, the **"Uptime Commitment"**). Uptime is measured using Aibuild's automated systems, over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (e.g., a 31-day month contains 44,640 minutes).
- 5.2 Aibuild will use reasonable endeavours to provide advance notice of emergency maintenance, however Aibuild reserves the right to carry out emergency maintenance at any time and shall not be under any obligation to provide advance notice of emergency maintenance where it would not be practicable to do so. In that event, Aibuild will notify the Customer as soon as reasonably practicable after the emergency maintenance has commenced.
- 5.3 The Uptime Commitment does not apply to any unavailability of the Cloud Platform that results from any of the following (together, the **"Uptime Exclusions"**):
  - 5.3.1 the Customer's or any Authorised User's breach of this Agreement;
  - 5.3.2 improper use, operation or neglect of the Cloud Platform or using the Cloud Platform for a purpose for which it is not designed;
  - 5.3.3 failures or outages occurring as a result of the acts or omissions of the Customer or any Authorised User including without limitation defects or issues in their equipment or systems;
  - 5.3.4 failure by the Customer or any Authorised User to implement any Updates, patches, bug fixes or recommendations in respect of or solutions to faults previously advised by Aibuild;





- 5.3.5 disengagement of functionality of the Cloud Platform due to a request from the Customer or an Authorised User;
  - 5.3.6 unavailability, outages or interruptions of the Customer's or an Authorised User's networks;
  - 5.3.7 unavailability, outages or interruptions affecting internet or utility service providers, communications networks, or telecommunications infrastructure;
  - 5.3.8 data provided by the Customer, an Authorised User, or any third party; or
  - 5.3.9 any other event outside Aibuild's control, including without limitation acts of god, flood, drought, earthquake, natural disaster, strikes and lockouts, pandemics and epidemics, terrorist attack, civil commotion or riots, war or armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, any law or action taken by a government body, collapse of buildings, fire, explosion or accident.
- 5.4 Aibuild will respond to the Customer's technical support emails to support@ai-build.com within 48 hours from receiving a notification within the Initial Subscription Period and each Renewal Period.
- 5.5 Aibuild will release Updates periodically to the Cloud Platform.
- 5.6 Aibuild will provide training to the Customer of the Cloud Platform upon installation as set out in the applicable Order Form.
- 5.7 Aibuild will maintain a series of video tutorials and written documentation which will be made available to the Customer via the internet.
6. **Training Services**
- 6.1 On or before the Activation Date (or a subsequent date agreed by the Parties) Aibuild shall provide:
- 6.1.1 Initial Training in the use of the Platform to the Customer as set out in the applicable Order Form; and
  - 6.1.2 access to such online training resources as Aibuild makes available, to begin using the Platform, plus tutorials and troubleshooting in relation to the use of the Platform,
- (together the "**Training Services**").
- 6.2 Unless otherwise agreed between the parties in writing, Aibuild shall provide the Training Services referred to in clause 6.1 only to the Customer and its Authorised Users as set out at the date of the provision of the Training Services, and not to any other Authorised Users subsequently appointed by the Customer.



## 7. **Support Services**

- 7.1 Aibuild shall, as part of the Services, during the Subscription Period and at no additional cost to the Customer, provide the Customer with the Support Services. Aibuild may amend the Support Services Specification in its sole and absolute discretion from time to time on notice to the Customer.

## 8. **Integration Services**

- 8.1 If Aibuild has agreed to provide Integration Services, Aibuild shall use its reasonable efforts to set up and configure the Platform by the Target Activation Date. Notwithstanding the previous sentence, the Customer acknowledges and agrees that: (a) the Target Activation Date is a target date based on the information available at the date of the applicable Order Form and time shall not be of the essence in the delivery of the Integration Services; (b) the Target Activation Date and the commencement of the Integration Services are reliant on the Hardware having been correctly delivered and installed; and (c) Changes or additions to Customer Hardware that are subsequently requested by the Customer may be subject to a separate statement of work, additional fees and integration scheduling.

## 9. **Data Protection**

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. The terms **"controller"**, **"data subject"**, **"personal data"**, **"personal data breach"**, **"process/processing"**, **"processor"**, shall each have the meaning given to them under the Data Protection Legislation. The Customer hereby instructs Aibuild to carry out such processing of the personal data as is necessary for the provision of the Services and consistent with the Agreement. In particular, Customer instructs Aibuild to process the following personal data ("Customer Personal Data"):

9.1.1 Categories of data subjects: Customer employees and/or Authorised Users.

9.1.2 Categories of personal data: contact details, job details and other information accessible by Aibuild during the provision of Services under the Agreement.

9.1.3 Duration of the processing: the term of the Agreement.

9.1.4 Subject matter, nature and purpose(s) of the processing: Customer Personal Data will be processed by Aibuild in connection with for purposes of providing the Services under this Agreement.

- 9.2 The parties acknowledge and agree that for the purposes of the Data Protection Legislation, in respect of Aibuild's obligations to process Customer Personal Data for the purpose of the performance of Services for the duration of the Agreement, the Customer is the controller and Aibuild is the processor. Without prejudice to the generality of the foregoing, the Customer warrants, represents and undertakes that:

9.2.1 all Customer Personal Data processed by Aibuild as envisaged under this Agreement has been and shall be collected by the Customer and its Authorised Users or on the Customer's or Authorised Users behalf in accordance with Data Protection Legislation and that the Customer will ensure that it has all appropriate authorisations and



notices in place to enable lawful processing of the Customer Personal Data by Aibuild for the purposes of the Agreement;

- 9.2.2 all instructions given by the Customer and its Authorised Users to Aibuild in respect of the processing of the Customer Personal Data shall comply with Data Protection Legislation; and
  - 9.2.3 any personal, proprietary or confidential data provided by the Customer or its Authorised Users to, or used in connection with, Generative AI Features shall comply with Data Protection Legislation.
- 9.3 In relation to the Customer Personal Data processed in connection with the performance by Aibuild of the Services, Aibuild shall:
- 9.3.1 only process Customer Personal Data on the Customer's documented instructions, unless processing is required by Data Protection Legislation in which case Aibuild shall, to the extent permitted by Data Protection Legislation, inform Customer of that legal requirement prior to the relevant processing of the Customer Personal Data. Aibuild shall immediately inform the Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions;
  - 9.3.2 take reasonable steps to ensure the reliability of its staff who have access to Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
  - 9.3.3 taking into account the nature, scope, context and purpose of the processing, implement appropriate technical and organizational measures;
  - 9.3.4 taking into account the nature of the processing and the information available to Aibuild, Aibuild shall, to a reasonable extent, assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR;
  - 9.3.5 unless the Customer instructs Aibuild in writing to return the Customer Personal Data within 10 days of the expiry or termination of the Agreement, delete all the Customer Personal Data after the end of the provision of Services, and delete existing copies unless applicable law requires storage of the Customer Personal Data, in each case to the extent possible;
  - 9.3.6 notify the Customer without undue delay on becoming aware of a personal data breach relating to the Customer Personal Data; and
  - 9.3.7 only transfer Customer Personal Data outside of the EEA or the United Kingdom where required for the performance of the Services and then in accordance with Data Protection Legislation.
- 9.4 Aibuild shall make available to the Customer information necessary to demonstrate compliance with the obligations laid down in this clause 7, including to allow for and contribute to reasonable audits (at the Customer's sole cost), conducted by the Customer or an auditor designated by the Customer.



- 9.5 Customer hereby grants Aibuild general authorisation to engage Subprocessors. Aibuild shall inform Customer of any intended changes concerning the addition or replacement of Subprocessors.
- 9.6 With respect to each proposed Subprocessor, Aibuild shall ensure that the arrangement between Aibuild and Subprocessor is governed by a written agreement which offer at least the same level of protection for Customer Personal Data as those set out in this clause 7.
- 9.7 If any Subprocessor fails to fulfil its obligations under clause 9.8, Aibuild will be fully liable to Customer for the performance of such obligations.
- 9.8 Taking into account the nature of the processing, Aibuild shall assist Customer by implementing appropriate and commercially reasonable technical and organisational measures for the fulfilment of Customer's obligations to respond to requests to exercise data subject rights under the Data Protection Legislation.
- 9.9 Aibuild shall:
- 9.9.1 notify Customer if Aibuild receives a request from a data subject under Data Protection Legislation in respect of Customer Personal Data unless the data subject has forbidden the notification of the Customer in which case Aibuild shall inform the data subject that Aibuild is only able to respond to such request on the Customer's instruction; and
  - 9.9.2 not respond to such request as set out at clause 9.9.1 except on the documented instructions of the Customer or as required by applicable laws.
10. **Third Party Hardware, Minimum Operating Requirements, Equipment and Services**
- 10.1 The Customer acknowledges and agrees that it is solely responsible for (a) configuring its information technology, computer programs, platform, mobile phone and other devices to access the Platform; (b) procuring and installing all hardware, equipment, software and ancillary services (except for the Services) needed to use the Platform; and (c) access to the internet and paying any service fees associated with such access. The Customer shall procure the delivery, installation, support and maintenance of all Hardware and other third party equipment, software and ancillary services necessary to use the Platform including, without limitation, the Minimum Operating Requirements.
- 10.2 In order to access and use the Cloud Platform, the Customer and its Authorised Users are responsible for obtaining and maintaining all network and systems in accordance with Aibuild's specification including:
- 10.2.1 computer: PC, laptop or tablet;
  - 10.2.2 operating system: Windows, Mac, Linux, Android or iOS;
  - 10.2.3 minimum 1920x1080 screen resolution;
  - 10.2.4 Chrome browser; and



10.2.5 internet connection.

10.3 The Customer shall, and shall procure that its Authorised Users shall, comply with the standard operating procedures specified by the provider of the Hardware, including but not limited to workspace limitations and safe operation of the Hardware.

**11. Aibuild's obligations**

11.1 Subject to clauses 11.2 and 18, Aibuild undertakes that the Services will be performed with reasonable skill and care, and that the Platform will materially comply with any applicable specifications provided by Aibuild in writing.

11.2 The undertaking at clause 11.1 shall not apply to the extent:

11.2.1 of any non-conformance which is caused by use of the Platform contrary to Aibuild's instructions or any failure by Customer to install Updates; or

11.2.2 of any modification or alteration of the Platform by any party other than Aibuild or Aibuild's duly authorised contractors or agents; or

11.2.3 that the Customer's or any Authorised User's receipt of or access to the Platform is affected by any lack of availability of, or other problems associated with, the Hardware or the Customer's or any Authorised User's equipment, systems, devices, network connectivity and access.

11.3 If the Platform or Services do not conform with the undertaking at clause 11.1, Aibuild will, at its expense, use reasonable endeavours to correct any such non-conformance, in the case of non-conformance with the Platform, in accordance with the Cloud Platform Support ServicesSpecification. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 11.1.

11.4 Notwithstanding clause 11.1, Aibuild:

11.4.1 does not warrant that the Customer's or its Authorised Users receipt of the Platform will be uninterrupted or error-free; or that the Platform and/or the information obtained by the Customer and its Authorised Users through the Platform will meet the Customer's and its Authorised Users requirements;

11.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

11.4.3 is not responsible for: (a) procuring, maintaining and securing the Customer's or its Authorised Users network connections and telecommunications links from the Customer's and its Authorised Users systems to Aibuild's data centres, and (b) any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's or its Authorised Users network connections or telecommunications links or caused by the internet.



11.5 Aibuild warrants that it has and will maintain all licences, consents and permissions necessary for the performance of its obligations under this Agreement.

12. **Customer's obligations**

12.1 The Customer shall and shall procure that its Authorised Users shall:

12.1.1 provide Aibuild with:

- (a) all necessary co-operation in relation to this Agreement; and
- (b) all necessary access to such information and personnel as may be required by Aibuild,

in order to provide the Platform and the Services and perform its other obligations under this Agreement;

12.1.2 operate the Platform in accordance with any safety and operating instructions provided by Aibuild;

12.1.3 promptly report to Aibuild (using [support@ai-build.com](mailto:support@ai-build.com)) any issues or faults encountered in relation to the operation of the Platform;

12.1.4 comply with all applicable laws and regulations with respect to its activities under this Agreement and in particular ensure that its use of the Platform (and any Submitted Data and Output) is in accordance with all applicable laws and regulations;

12.1.5 carry out any other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Aibuild may adjust any agreed timetable or delivery schedule as reasonably necessary and will not be liable for any loss, cost, expense, damage or liability suffered on incurred by Customer or any Authorised Users as a result of such adjustment;

12.1.6 without prejudice to Aibuild's obligations under clauses 6.5 and 9.2, obtain and shall maintain all licences, consents, and permissions necessary to enjoy its rights and perform its obligations under this Agreement;

12.1.7 take appropriate measures to ensure that its employees cannot and will not access a production area whilst the Platform is in use; and

12.1.8 install all Updates promptly after they are provided by Aibuild.

13. **Charges and payment**

13.1 The Customer shall pay the Subscription Fees to Aibuild for the Subscriptions in accordance with this clause 13 and the applicable Order Form.

13.2 Aibuild shall invoice the Customer in accordance with the Billing Frequency and Payment Agreement detailed in the applicable Order Form, and the Customer shall pay each invoice



in accordance with the Payment Agreement detailed in the applicable Order Form from the date of such invoice.

- 13.3 If Aibuild has not received payment for any undisputed amounts and fees stated or referred to in this Agreement within 10 days after the due date, and without prejudice to any other rights and remedies of Aibuild, Aibuild may, without liability to the Customer, disable the Customer's and its Authorised Users' password(s), account(s) and access to all or part of the Platform and Aibuild shall be under no obligation to provide the Platform or any Services while the invoice(s) concerned remain unpaid.
- 13.4 In the event that the Customer purchases additional Subscriptions pursuant to clause 4, Aibuild shall on the Activation Date of such additional Subscriptions invoice the Customer for the Subscription Fees payable in respect of the additional Subscriptions, provided that, if such additional Subscriptions are purchased by the Customer part way through the Initial Subscription Period or any Renewal Period (as applicable), such fees shall be pro-rated from the Activation Date of the Subscriptions by Aibuild for the remainder of such Initial Subscription Period or Renewal Period (as applicable). The Customer shall pay each invoice within 30 days after the date of such invoice.
- 13.5 Unless expressly agreed otherwise (including in the applicable Order Form) all amounts and fees stated or referred to in this Agreement:
- 13.5.1 shall be payable in British pounds sterling;
- 13.5.2 are, subject to clause 13.6, non-cancellable and non-refundable; and
- 13.5.3 are exclusive of value added tax, which shall be added to Aibuild's invoice(s) at the appropriate rate.
- 13.6 Aibuild shall be entitled to increase the Subscription Fees including the fees payable in respect of the additional Subscriptions purchased pursuant to clause 4.2.2 with effect from the start of each Renewal Period, by not more than the change in the UK Consumer Price Index over the same period, upon 30 days' prior notice to the Customer and in such case the applicable Order Form shall be deemed to have been amended accordingly.
- 13.7 If Customer disputes an invoice received from Aibuild, Customer must notify Aibuild in writing within 15 days of receiving the relevant invoice.

#### 14. **Intellectual Property Rights**

- 14.1 The Customer acknowledges and agrees that Aibuild and/or its licensors shall own and retain all Intellectual Property Rights subsisting in the Services and the Platform and all derivatives, modifications, enhancements, and adaptations thereto. Except as expressly stated herein, this Agreement does not grant the Customer or its Authorised Users any rights to, under or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services or Platform. To the extent the Customer or any Authorised User acquires any rights in or to the Intellectual Property Rights subsisting in the Services and the Platform, the Customer hereby absolutely and irrevocably assigns (or shall procure that the relevant Authorised User(s) shall irrevocably and absolutely assign), including by way of present assignment of present and future copyright and other rights, to Aibuild and/or its licensors all Customer's or such Authorised User(s) right, title and interest in and to the Intellectual Property Rights.





- 14.2 Aibuild warrants that, subject to the Customer's obligations under these Terms, it has all the rights in relation to the Services and Platform that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 14.3 Aibuild acknowledges and agrees that the Customer and/or its licensors shall own and retain all Intellectual Property Rights subsisting in the Submitted Data and Output. To the extent that Aibuild acquires any rights in or to the Submitted Data and/or Output, Aibuild hereby assigns to the Customer and/or its licensors all Aibuild's right, title and interest in and to the Submitted Data and Output.
- 14.4 Notwithstanding clause 14.3, the Customer acknowledges and agrees that:
- 14.4.1 Aibuild and its third party service providers and subcontractors may use Submitted Data or Output for the purposes of (i) providing the Platform and performing Aibuild's other obligations under this Agreement; (ii) producing and using anonymised benchmarking relating to the use of the Platform; and (iii) enhancement, improvement and development of the Platform and Services;
  - 14.4.2 during the Subscription Period(s) the Parties may discuss potential feature requests from the Customer ("**Feedback**") which Aibuild may, at its sole discretion, include in the product roadmap and subsequently make available to the Customer without additional Subscription Fees. Aibuild has the full, unencumbered right, without any obligation to compensate the Customer, to exploit such Feedback. Any Intellectual Property Rights subsisting in any modification, development or improvement to any part of the System that is made by or on behalf of Aibuild, including as a result of (i) processing Submitted Data or producing Output or (ii) the implementation of any Feedback that may be provided by or on behalf of the Customer from time to time, shall in each case be owned by Aibuild; and
  - 14.4.3 Aibuild has no control over the choice or use by the Customer and its Authorised Users of Submitted Data or in the use of the System and accordingly Aibuild has no responsibility or liability, and makes no warranties, undertakings, conditions or representations in connection with the Submitted Data or Output, including without limitation as to their legality, reliability, integrity, accuracy or quality, and Aibuild shall not be liable for any losses, damages, costs, expenses, claims or other consequences suffered or incurred by the Customer or any Authorised User as a result of or in connection with the Submitted Data or the Output, or their use.
- 14.5 The Customer warrants that it has all the rights in relation to the Submitted Data and the Output as are necessary to grant the rights it purports to grant under, and in accordance with, the terms of this Agreement.
15. **Confidentiality**
- 15.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 15.1.1 is or becomes publicly known other than through any act or omission of the receiving party;



- 15.1.2 was in the other party's lawful possession before the disclosure;
  - 15.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 15.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 15.2 Subject to clause 15.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than as permitted under this Agreement.
- 15.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 15.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by applicable law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 15.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 15.6 The Customer acknowledges and agrees that details of the Platform and Services, and the results of any performance tests of the Platform, constitute Aibuild's Confidential Information.
- 15.7 Aibuild acknowledges that the Submitted Data and Output is the Confidential Information of the Customer.
- 15.8 The above provisions of this clause 10 shall survive termination of this Agreement, however arising. The Customer shall procure that its Authorised Users comply with the provisions of this clause 15.
16. **Announcement**
- The parties shall, acting reasonably and in good faith, discuss making a public announcement concerning the subscription by the Customer for the Platform.
17. **Indemnity**
- 17.1 Subject to clauses 17.2, 17.3 and 17.4, Aibuild shall defend the Customer against any third party claim that the Customer's or its Authorised Users' use of the Platform as permitted under this Agreement infringes its Intellectual Property Rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:



- 17.1.1 Aibuild is given notice of any such claim as soon as reasonably practicable after becoming aware of it;
  - 17.1.2 the Customer provides reasonable co-operation to Aibuild in the defence and settlement of such claim, at Aibuild's expense;
  - 17.1.3 Aibuild is given sole authority to defend or settle the claim; and
  - 17.1.4 the Customer shall not admit liability.
- 17.2 In the defence or settlement of any claim, Aibuild may at its election procure the right for the Customer and its Authorised Users to continue using the Platform, replace or modify the Platform so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on one month's notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. If the Customer terminates this Agreement, such action shall be the Customer's sole and exclusive remedy in relation to the infringement claim.
- 17.3 In no event shall Aibuild, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
  - 17.3.1 the use of Submitted Data or Output;
  - 17.3.2 the Customer's or its Authorised Users use of the Platform in a manner contrary to the instructions given to the Customer by Aibuild;
  - 17.3.3 any third party equipment, including the Hardware;
  - 17.3.4 the Customer's or its Authorised Users use of the Platform after notice of the alleged or actual infringement from Aibuild or any appropriate authority;
  - 17.3.5 the use of any Generative AI Features; or
  - 17.3.6 failure by the Customer to implement any Updates.
- 17.4 This clause 17 and clause 18.6 state the Customer's sole and exclusive rights and remedies, and Aibuild's (including Aibuild's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.
- 17.5 The Customer shall defend, indemnify and hold harmless Aibuild against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's and/or its Authorised Users' use of the Platform (and any claims that the Submitted Data or Output infringe the Intellectual Property Rights of a third party), provided that:
  - 17.5.1 the Customer is given prompt notice of any such claim;
  - 17.5.2 Aibuild provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - 17.5.3 the Customer is given sole authority to defend or settle the claim.



18. **Limitation and disclaimers of liability**

18.1 Except as expressly and specifically provided in this Agreement:

18.1.1 the Customer assumes sole responsibility for its and its Authorised Users' use of the Platform including Submitted Data and Output, and any other outcome, data or results obtained or resulting from the use of the Platform and Output by the Customer;

18.1.2 Aibuild shall have no liability for any claims, losses, damages, costs, expenses or other consequences resulting from any errors or omissions in any information, instructions or scripts provided to Aibuild by the Customer or any Authorised User (including but not limited to Submitted Data) in connection with the Platform, or any actions taken by Aibuild at the Customer's or any Authorised User's direction;

18.1.3 Aibuild shall have no liability for any claims, losses, damages, costs, expenses or other consequences incurred in connection with the Hardware, including resulting from any delay or failure in the delivery, installation, support and maintenance of the Hardware;

18.1.4 the Platform is provided to the Customer and its Authorised Users on an "as is" and "as available" basis; and

18.1.5 the Customer shall be liable for the acts and omissions of its Authorised Users as though such acts and omissions had been committed by the Customer.

18.2 All warranties, representations, conditions, undertakings and all other terms of any kind whatsoever implied by statute or common law, including with respect to non-infringement, accuracy, suitability, reliability or fitness for a particular purpose are, to the fullest extent permitted by applicable law, excluded from this Agreement.

18.3 The Cloud Platform includes access and links to Generative AI Features. The Customer acknowledges and agrees that, in addition to the limitations and restrictions set forth in this Agreement, there are numerous limitations that apply with respect to Generative AI Features and Third Party AI Output, including that: (i) they may contain errors or misleading information and may not be accurate or reliable; (ii) Generative AI Features are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content; (iii) Generative AI Features can struggle with understanding the nuances of language, including slang, idioms and cultural references, which can result in Third Party AI Output that is out of context or does not make sense; (iv) Generative AI Features do not have emotions and cannot understand or convey emotions in the way humans can, which can result in Third Party AI Output that lacks the empathy and emotion that humans are able to convey; (v) Generative AI Features can perpetuate biases that are present in the data used to train them, which can result in Third Party AI Output that is discriminatory or offensive; (vi) Generative AI Features can struggle with complex tasks that require reasoning, judgment and decision-making; and (vii) Generative AI Features require large amounts of data to train and generate content, and the data used to train Generative AI Features may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated Third Party AI Output. Notwithstanding anything to the contrary in this Agreement, Aibuild makes no warranties, representations, conditions or undertakings with respect to any Generative AI Features or any Third Party AI Output. To the extent permitted by applicable law, Aibuild shall not be liable for any errors or omissions in any Generative AI



Features or Third Party AI Output, or for any losses, damages, costs or expenses suffered or incurred by the Customer or any Authorised User or any other person arising out of or in connection with any Generative AI Features or Third Party AI Output, or Customer's or its Authorised Users' use of or reliance on any Generative AI Features or Third Party AI Output. It is the Customer's sole responsibility to review and decide the manner in which it and its Authorised Users use Third Party AI Output. The Customer shall, and shall procure that the Authorised Users shall, use independent judgement and discretion before relying on or otherwise using Third Party AI Output and/or instructing any Generative AI Feature to take any actions, and the Customer is solely responsible for monitoring and approving any such actions. The Customer is solely responsible for any decision or action that it or any Authorised Users may take regarding the use, publication or distribution of any Third Party AI Output, and Aibuild accepts no responsibility for any loss, cost, damage, expense or other consequences arising from such use, publication or distribution (including without limitation any claim for plagiarism, infringement, royalties or otherwise).

18.4 Nothing in this Agreement excludes or restricts any liability arising under, out of or in connection with this Agreement, whether or not foreseeable or in the contemplation of the Parties at any time, in or under contract, tort (including negligence), indemnity, breach of statutory duty, misrepresentation, restitution or otherwise for:

18.4.1 for death or personal injury caused by negligence;

18.4.2 for fraud or fraudulent misrepresentation;

18.4.3 any matter in respect of which, by applicable law, liability cannot be excluded or reduced; or

18.4.4 in relation to Customer, Customer's payment obligations.

18.5 Subject to clause 18.4, Aibuild shall not be liable under or in connection with this Agreement or the Platform, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any: (a) loss of business, profits, data, reputation, or goodwill, whether direct or indirect; or (b) damage to equipment or computer failure or malfunction; or (c) any indirect or consequential damage.

18.6 Subject to clauses 18.1, 18.2, 18.3, 18.4 and 18.5, Aibuild's total aggregate liability in contract (including in respect of the indemnity at clause 17.1), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for all claims arising under or in connection with the Platform and the performance or contemplated performance of this Agreement shall not exceed the total Subscription Fees paid by Customer under the applicable Order Form in the 12 months preceding the date on which the first claim or series of related claims arises.

## 19. **Term and termination**

19.1 This Agreement shall, unless otherwise terminated as provided in this clause 19, commence on the Effective Date and shall continue until the end of the Initial Subscription Period and, thereafter, this Agreement shall be automatically renewed for successive Renewal Periods, unless either party notifies the other party of termination, in writing, at least 30 days before



the end of the Initial Subscription Period or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Period or Renewal Period.

- 19.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement and/or any one or more Order Forms with immediate effect by giving written notice to the other party if:
- 19.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment;
  - 19.2.2 the other party (or, in the case of the Customer, any of its Authorised Users) commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
  - 19.2.3 the other party suffers an Insolvency Event.
- 19.3 On termination of this Agreement and/or any Order Form(s) for any reason:
- 19.3.1 all Subscriptions and rights granted under this Agreement or the applicable Order Form(s) (as applicable) shall immediately terminate and the Customer shall, and shall procure that its Authorised Users shall, immediately cease all use of the Platform;
  - 19.3.2 each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party and obtained by the third party in connection with this Agreement or the applicable Order Form(s) (as applicable);
  - 19.3.3 the Customer shall immediately destroy or return to Aibuild (at Aibuild's option) all copies of Aibuild's Confidential Information then in its possession, custody or control and, in the case of destruction, certify to Aibuild that it has done so; and
  - 19.3.4 Aibuild will destroy or otherwise dispose of any of the Submitted Data submitted by the Customer or its Authorised Users in connection with this Agreement or the applicable Order Form(s) (as applicable) (unless the Submitted Data is aggregated with other data and anonymised or the Customer has at least one Order Form in effect) in its possession unless Aibuild receives, no later than 10 days after the effective date of the termination of this Agreement or the applicable Order Form(s) (as applicable), a written request for the delivery to the Customer of the then most recent back-up of the Submitted Data. Aibuild shall use reasonable endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Aibuild in returning or disposing of Submitted Data.
- 19.4 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination of this Agreement, including the right to claim damages in respect of any breach of the Agreement, which existed at or before the date of termination shall not be affected or prejudiced.



20. **Force majeure**

Aibuild shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Aibuild or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, pandemic or epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. Aibuild shall notify the Customer of such an event and its expected duration promptly upon becoming aware of such event.

21. **Variation**

No variation of this Agreement shall be valid unless recorded in writing and signed by or on behalf of each of the Parties.

22. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. **Rights and remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by applicable law.

24. **Severance**

24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

24.2 If any provision or part-provision of this Agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. **Entire Agreement**

25.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.





25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

25.4 Each party agrees that this Agreement prevails over terms and conditions contained within any purchase order received by Aibuild from the Customer relating to the provision of the Platform and Services described within this Agreement.

26. **Assignment**

26.1 The Customer shall not, without the prior written consent of Aibuild, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

26.2 Aibuild may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

27. **No partnership or agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

28. **Third party rights**

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

29. **Notices**

29.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

29.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

30. **Order of precedence**

30.1 To the extent of any conflict inconsistency between an Order Form and the terms and conditions of this Agreement, this Agreement shall prevail, unless expressly provided otherwise in the applicable Order Form.



31. **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

