



## END USER LICENSE AGREEMENT

Effective Date: January 9, 2026

Building AI Solutions, LLC

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### IMPORTANT – PLEASE READ CAREFULLY

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This End User License Agreement (“EULA” or “Agreement”) is a binding legal agreement between you (“End User” or “You”) and Building AI Solutions, LLC (“Company,” “We,” or “Us”), governing your access to and use of the aida™ software platform and all related services, updates, patches, and documentation (collectively, the “Platform” or “Service”).

**BY INSTALLING, ACCESSING, OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THIS EULA AND THE aida™ PRIVACY POLICY (AVAILABLE AT [PRIVACY POLICY URL]). IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PLATFORM.**

*If You have entered into a separate Terms of Use or Master Service Agreement with Building AI Solutions, those terms govern in the event of any conflict with this EULA.*

## 1. DEFINITIONS

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For purposes of this Agreement, the following terms have the meanings set forth below:

- "End User" means any individual or entity granted access to the Service by Building AI Solutions or by a Licensee authorized by Building AI Solutions.
- "Licensee" means the entity or individual that has entered into a license agreement with Building AI Solutions for the purpose of accessing and using the Service.
- "Platform" or "Service" means the aida™ software platform, including all modules, features, updates, documentation, and related services provided by Building AI Solutions.
- "Your Data and Materials" means all data, documents, forms, templates, information, and other materials uploaded or submitted by You in connection with your use of the Service.

## 2. LICENSE GRANT

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### 2.1 Scope of License

Subject to your compliance with this EULA and timely payment of any applicable fees, Building AI Solutions grants You a limited, non-exclusive, non-transferable, revocable license to:

- Install and use the Platform on compatible devices for its intended purposes;
- Access and use documentation provided by Building AI Solutions in connection with the Service;
- Receive and install Platform updates as made available by Building AI Solutions; and
- Use the Service for demonstration, trial, training, customer support, or production purposes, as permitted under your applicable license tier.

### 2.2 License Restrictions

You may not, directly or indirectly:

- Distribute, sublicense, rent, lease, sell, or transfer the Platform or any rights therein to any third party;
- Modify, reverse engineer, decompile, disassemble, or create derivative works based on the Platform;
- Bypass, disable, or circumvent any security, license management, or access control features of the Platform;
- Use the Platform for any unlawful purpose or in violation of any applicable laws, regulations, or third-party rights;
- Use unauthorized automation tools, bots, scripts, crawlers, or exploits in connection with the Platform; or
- Use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other user's use of the Service.

## 2.3 Documentation License

Building AI Solutions grants You a non-exclusive, non-transferable license to use user manuals, training materials, and support materials provided in connection with the Service ("Documentation") solely for Your internal business purposes. Documentation may not be copied, modified, distributed, or used in any manner not expressly authorized herein.

## 2.4 Third-Party Integrations

The Platform may integrate with or connect to third-party services, hardware, or APIs. Such third-party services are governed by their own terms and conditions. Building AI Solutions is not responsible for any third-party content, services, data collection practices, or performance. You are solely responsible for complying with all applicable third-party terms when using such integrations.

## 2.5 License Termination

This license is effective until terminated. Upon any termination of this EULA, all rights granted to You hereunder immediately cease, and You must promptly uninstall the Platform and destroy all copies in Your possession or control.

# 3. USE OF THE SERVICE

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By using the Service, You acknowledge and agree that:

- You are solely responsible for the design, development, modification, content, backup, and maintenance of Your Data and Materials;
- Building AI Solutions does not vet, approve, or accept liability for the accuracy or loss of Your Data and Materials;
- You grant Building AI Solutions and its licensors and service providers an irrevocable, perpetual, royalty-free license to reproduce, copy, publish, or transmit Your Data and Materials solely to: (a) provide, operate, and improve the Service; (b) ensure compliance with this EULA; and (c) verify applicable charges and payments—provided that any use involving third parties will be in de-identified, aggregated form only;
- Building AI Solutions may compile and use statistics regarding Your use of the Service to evaluate, maintain, and improve the Service, and may share such statistics with third parties solely in de-identified, aggregated form;

- The Service is not designed or intended for use in applications that affect health, safety, critical infrastructure, or compliance with applicable building codes or regulations (“Critical Applications”), and You assume all risk for any such unauthorized use;
- Building AI Solutions reserves the right to remove or disable Your Data and Materials if Building AI Solutions reasonably believes such materials infringe third-party rights, violate applicable law, or are otherwise inappropriate;
- Your use of the Service must comply with all system-mandated operational rules and limitations; and
- Building AI Solutions makes no warranty that the Service will be compatible with Your existing hardware, software, or environment.

## 4. YOUR OBLIGATIONS

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You shall:

- Supervise and control the use of the Service in accordance with this EULA;
- Ensure that all employees, contractors, and agents with authorized access to the Service comply with this EULA;
- Use the Service for lawful purposes only and in accordance with Building AI Solutions’ reasonable usage guidelines;
- Refrain from any use that interferes with or disrupts the Service or the experience of other users;
- Comply with all applicable laws, regulations, and export control requirements in connection with Your use of the Service;
- Maintain the confidentiality of Your login credentials and promptly notify Building AI Solutions of any suspected unauthorized access; and
- Contact Your Licensee for all support matters related to Your use of the Service.

## 5. CONFIDENTIALITY

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You agree to keep confidential all non-public information relating to the installation, performance, operation, structure, methods, programming, and documentation of the Service. You may not disclose such information to any third party or use it for any purpose other than as necessary to use the Service as permitted herein, unless You have received prior written approval from Building AI Solutions.

## 6. PLATFORM UPDATES

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Building AI Solutions reserves the right to modify, update, or discontinue the Service or any portion thereof at any time at its sole discretion. Updates may be deployed automatically. Building AI Solutions may also offer additional features, modules, or functionality, which may be incorporated into the Service or made available as separately priced add-ons. Your continued use of the Service following any update constitutes acceptance of the updated Service.

## 7. DATA, BACKUP & STORAGE

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Building AI Solutions will back up Your Data and Materials in accordance with its standard backup procedures and will make backups reasonably available upon request. However, You acknowledge that:

(a) backup integrity cannot be guaranteed in all circumstances; and (b) in the event of data loss or corruption, You are responsible for reconstructing Your Data and Materials using the Service. You agree to maintain a current local copy of Your Data and Materials at all times.

Building AI Solutions reserves the right to impose reasonable limits on file storage space and upload size per Licensee, and may apply additional storage restrictions for accounts used solely for customer support purposes.

## 8. SHARED ENVIRONMENT

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The Service is delivered through shared hosting infrastructure. Building AI Solutions will take commercially reasonable steps to prevent issues affecting one customer from impacting others.

Notwithstanding the foregoing, both parties acknowledge that:

- The risk of damage, outages, or data corruption in a shared environment cannot be entirely eliminated;
- The timing and process for restoring the Service following an outage will be at Building AI Solutions' reasonable discretion; and
- Building AI Solutions may suspend Your access to the Service if Your usage is causing or is reasonably likely to cause material adverse effects on Building AI Solutions' infrastructure or other customers' access to the Service.

## 9. SUSPENSION OF SERVICE

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Building AI Solutions may suspend, limit, or discontinue the Service, in whole or in part, at any time without prior notice and without liability, if Building AI Solutions reasonably determines that:

- Suspension is necessary to protect the integrity, security, or availability of the Service or hosting infrastructure;
- The Service or hosting infrastructure requires maintenance, modification, or migration;
- There is unauthorized, unlawful, fraudulent, or abusive use of the Service, or Your use is causing or may cause harm to the infrastructure or other customers;
- Suspension is required to comply with a directive, order, or request of a government authority or other competent body; or
- You are in material breach of this EULA or any other agreement with Building AI Solutions.

## 10. ACCOUNT SECURITY

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You are solely responsible for maintaining the confidentiality and security of Your login credentials. You must promptly notify Building AI Solutions of any known or suspected unauthorized use of Your account. Building AI Solutions may require password resets or temporarily suspend accounts it believes have been compromised, and shall not be liable for any loss or damage arising from Your failure to maintain credential security.

## 11. PRIVACY & DATA COLLECTION

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Building AI Solutions collects and processes usage data in accordance with its Privacy Policy, which is incorporated herein by reference and available at [Privacy Policy URL]. Building AI Solutions does not sell

personal data to third parties. If the Service integrates with third-party services, the data collection and privacy practices of those third parties will apply to data processed by them.

## 12. INTELLECTUAL PROPERTY

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All right, title, and interest in and to the Platform, including all software, documentation, interfaces, and related materials, are and shall remain the exclusive property of Building AI Solutions and its licensors. This EULA does not grant You any ownership rights in the Platform. The aida™ name, logo, and related marks are trademarks of Building AI Solutions. You may not use any Building AI Solutions trademarks without prior written consent.

## 13. LIMITED WARRANTY & DISCLAIMER

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**THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION. BUILDING AI SOLUTIONS DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR SPECIFIC REQUIREMENTS OR THAT ALL ERRORS WILL BE CORRECTED. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.**

## 14. LIMITATION OF LIABILITY

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**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUILDING AI SOLUTIONS OR ITS AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In all cases, Building AI Solutions' aggregate liability to You for any claim arising under or related to this EULA shall not exceed the total fees paid by You to Building AI Solutions in the twelve (12) months immediately preceding the event giving rise to the claim. The limitations in this Section apply to the fullest extent permitted by applicable law and shall survive even if any limited remedy fails of its essential purpose.

## 15. INDEMNIFICATION

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You agree to indemnify, defend, and hold harmless Building AI Solutions and its affiliates, officers, directors, employees, licensors, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Your use of the Service in violation of this EULA; (b) Your Data and Materials; (c) Your violation of any applicable law or regulation; or (d) Your infringement of any third-party rights.

## 16. DISPUTE RESOLUTION & GOVERNING LAW

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### **16.1 Informal Resolution**

Before initiating any formal legal proceeding, You agree to first notify Building AI Solutions in writing of any dispute and attempt to resolve the matter informally for a period of thirty (30) days. Written notice should be sent to the contact address listed in Section 18.

### **16.2 Arbitration**

If informal resolution fails, disputes shall be resolved as follows:

- Claims not exceeding \$10,000 USD: Resolved by binding arbitration or small claims court in New York City, New York.
- Claims exceeding \$10,000 USD: May be resolved by binding arbitration or litigation in New York City, New York, at Building AI Solutions' election.
- Any arbitration shall be administered by a mutually agreed alternative dispute resolution (ADR) provider in accordance with its then-current rules.

### **16.3 Governing Law & Venue**

This EULA is governed by the laws of the State of New York, without regard to its conflict-of-law provisions. For any disputes not subject to arbitration, the parties consent to the exclusive jurisdiction of the state and federal courts located in New York City, New York.

### **16.4 Waiver of Class Action**

All disputes must be brought in the parties' individual capacity. Neither party may bring or participate in a class action, collective proceeding, or representative action in connection with this EULA.

### **16.5 Improperly Filed Claims**

If either party files a claim in a manner inconsistent with the dispute resolution process set forth herein, the other party may recover its reasonable legal fees and costs incurred in enforcing proper compliance with this Section.

## **17. TERM & TERMINATION**

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This EULA is effective upon Your first use or installation of the Platform and remains in effect until terminated. Building AI Solutions may terminate this EULA immediately upon written notice if You materially breach any provision of this Agreement and fail to cure such breach within ten (10) days of receiving notice. You may terminate this EULA at any time by ceasing all use of the Platform and destroying all copies. Sections 5, 12, 13, 14, 15, 16, and 18 shall survive any termination of this EULA.

## **18. GENERAL TERMS**

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### **18.1 Export Compliance**

You shall comply with all applicable export control and trade sanctions laws and regulations in connection with Your use of the Platform. You represent that You are not located in, or a national or resident of, any country subject to a U.S. government embargo.

## 18.2 Entire Agreement

This EULA, together with the Privacy Policy and any applicable Order Form or Terms of Use, constitutes the entire agreement between You and Building AI Solutions with respect to the Platform and supersedes all prior agreements, representations, and understandings relating to the same subject matter.

## 18.3 Amendments

Building AI Solutions reserves the right to update or modify this EULA at any time. Material changes will be communicated via notice through the Platform or by email. Your continued use of the Service following notice of a change constitutes acceptance of the revised EULA. We encourage You to review this EULA periodically.

## 18.4 Severability

If any provision of this EULA is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

## 18.5 No Waiver

Failure by either party to enforce any provision of this EULA shall not constitute a waiver of that party's right to enforce such provision or any other provision in the future.

## 18.6 Assignment

You may not assign or transfer this EULA or any rights or obligations hereunder without Building AI Solutions' prior written consent. Building AI Solutions may assign this EULA in connection with a merger, acquisition, or sale of all or substantially all of its assets. This EULA shall be binding on and inure to the benefit of permitted successors and assigns.

## 18.7 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this EULA due to causes beyond its reasonable control, including acts of God, natural disasters, governmental actions, labor disputes, or internet or infrastructure outages.

## 18.8 Contact Information

For questions about this EULA, to report a legal matter, or for general inquiries, please contact Building AI Solutions at:

**Building AI Solutions, LLC**

Email: [legal@buildingaisolutions.io]

Website: buildingaisolutions.io

[Mailing Address]

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