



## TERMS OF SERVICE

Building AI Solutions, LLC  
Effective Date: January 9, 2026  
Last Updated: April 9, 2026

### AT A GLANCE

<b>Parties</b>	Building AI Solutions, LLC (“Company”) and the subscribing entity (“Customer”)
<b>Service</b>	The aida™ AI-powered smart building platform and all related services
<b>Subscription</b>	Annual or monthly terms; auto-renews unless cancelled per Section 8
<b>Payment</b>	Invoiced per Order Form; Net 30; late fees apply after 15-day cure period
<b>Uptime Commitment</b>	99.5% monthly availability (excluding scheduled maintenance)
<b>Liability Cap</b>	Aggregate liability capped at fees paid in the prior 12 months
<b>IP Ownership</b>	Company retains all rights in the Service; Customer retains rights in Customer Data
<b>Governing Law</b>	State of New York; arbitration for disputes under \$250,000
<b>Contact</b>	[legal@buildingaisolutions.io] • buildingaisolutions.io

## 1. AGREEMENT & ACCEPTANCE

### 1.1 Binding Agreement

These Terms of Service (“Terms” or “Agreement”) constitute a legally binding agreement between Building AI Solutions, LLC, a limited liability company (“Company,” “We,” “Us,” or “Our”) and the entity or individual (“Customer,” “You,” or “Your”) accessing or subscribing to the aida™ platform and associated services (collectively, the “Service”).

BY CLICKING “I AGREE,” EXECUTING AN ORDER FORM, OR ACCESSING THE SERVICE, CUSTOMER REPRESENTS THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THESE TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY.

### 1.2 Order of Precedence

These Terms, together with any executed Order Form(s), Statement(s) of Work, and the aida™ Privacy Policy, constitute the entire agreement between the parties with respect to the Service. In the event of a conflict, the following order of precedence applies:

- Executed Order Form (controls over all other documents for commercial terms specific to that order);
- Statement of Work (controls over these Terms for scope of professional services);

- These Terms of Service; and
- Privacy Policy (incorporated by reference).

No purchase order, vendor portal terms, or other Customer-issued document shall modify or supersede these Terms unless expressly agreed in writing by an authorized officer of the Company.

### 1.3 Updates to Terms

Company reserves the right to modify these Terms at any time. Material changes will be communicated by email or in-platform notice at least thirty (30) days before taking effect. Customer's continued use of the Service after the effective date of any modification constitutes acceptance. If Customer objects to a material change, Customer's sole remedy is to terminate the applicable subscription in accordance with Section 8.

## 2. DEFINITIONS

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The following defined terms apply throughout this Agreement:

- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- "Authorized User" means any employee, contractor, or agent of Customer who is granted access to the Service under Customer's subscription.
- "Customer Data" means all data, content, and information submitted to or processed by the Service by Customer or its Authorized Users.
- "Documentation" means any user guides, technical specifications, and help materials made available by Company in connection with the Service.
- "Order Form" means a written or electronic ordering document executed by both parties specifying the Service tier, subscription term, pricing, and any applicable special terms.
- "Service" means the aida™ AI-powered smart building platform, including all software, APIs, dashboards, AI/ML modules, IoT integrations, and related managed services, as described in the applicable Order Form.
- "Service Level Agreement" or "SLA" means the uptime and support commitments set forth in Section 6.
- "Subscription Term" means the period during which Customer is authorized to access and use the Service, as specified in the applicable Order Form.
- "Usage Data" means aggregated, de-identified data derived from Customer's use of the Service, which does not identify Customer or any individual.

## 3. SERVICE ACCESS & AUTHORIZED USE

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### 3.1 Grant of Access

Subject to Customer's compliance with these Terms and timely payment of all applicable fees, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Subscription Term, solely for Customer's internal business operations and in accordance with the Documentation and any applicable Order Form.

### 3.2 Authorized Users

Customer may permit its Authorized Users to access the Service up to the seat or user count specified in the applicable Order Form. Customer is responsible for:

- Ensuring all Authorized Users comply with these Terms;
- Maintaining the confidentiality of all login credentials;
- Promptly notifying Company of any unauthorized access or suspected security breach; and
- All acts and omissions of its Authorized Users as if they were Customer's own.

Customer may not share login credentials between individuals or permit concurrent use of a single account by multiple users unless explicitly authorized in the Order Form.

### 3.3 Acceptable Use

Customer agrees to use the Service only for lawful purposes and in compliance with all applicable laws, regulations, and these Terms. Customer shall not, and shall not permit any Authorized User or third party to:

- Use the Service to transmit, store, or process data in violation of applicable law, including privacy laws, export control regulations, or anti-corruption statutes;
- Attempt to probe, scan, or test the vulnerability of the Service or any related system;
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service;
- Resell, sublicense, timeshare, or otherwise make the Service available to third parties outside Customer's organization without Company's prior written consent;
- Introduce malicious code, viruses, or other harmful materials into the Service;
- Use the Service in any application involving life safety, emergency response, medical systems, or critical infrastructure where Service interruption could cause harm ("High-Risk Use");
- Use automated tools, scrapers, bots, or scripts to access the Service in a manner that exceeds reasonable usage or circumvents rate limits;
- Remove, alter, or obscure any proprietary notices or branding within the Service; or
- Use the Service to develop, directly or indirectly, a competing product or service.

### 3.4 Usage Limits

The Service is provided subject to the usage parameters (devices, users, data volume, API calls, building zones) specified in the applicable Order Form. Overages will be invoiced at the rates set forth in the Order Form or, if not specified, at Company's then-current list rates. Company will use commercially reasonable efforts to provide advance notice of material overages before billing.

## 4. CUSTOMER DATA & DATA PROTECTION

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### 4.1 Ownership of Customer Data

As between the parties, Customer retains all right, title, and interest in and to its Customer Data. Company claims no ownership of Customer Data.

### 4.2 License to Customer Data

Customer grants Company a limited, non-exclusive, worldwide license to access, process, store, and use Customer Data solely to: (a) provide, operate, and support the Service; (b) comply with applicable law; and (c) enforce these Terms. Company will not use Customer Data for any other purpose without Customer's prior written consent.

### 4.3 Aggregated & De-Identified Data

Company may collect, analyze, and use Usage Data — aggregated and de-identified data derived from Customer's use of the Service — to improve the Service, develop new features, generate industry

benchmarks, and for other lawful business purposes. Usage Data will never identify Customer or any individual.

#### **4.4 Data Processing**

To the extent Company processes personal data on Customer's behalf as a data processor, the parties agree to execute a Data Processing Addendum ("DPA"), which is incorporated into and governed by these Terms. Customer represents and warrants that it has obtained all necessary consents and has a lawful basis to submit personal data to the Service.

#### **4.5 Data Security**

Company will implement and maintain reasonable administrative, technical, and physical security measures designed to protect Customer Data from unauthorized access, disclosure, alteration, or destruction, consistent with industry standards for SaaS platforms. In the event of a confirmed data breach affecting Customer Data, Company will notify Customer without undue delay and no later than as required by applicable law.

#### **4.6 Data Backup & Recovery**

Company performs regular backups of Customer Data in accordance with its standard backup procedures. Customer is solely responsible for maintaining independent copies of critical Customer Data. In the event of data loss due to Customer's actions, configuration errors, or hardware failures beyond Company's reasonable control, Company's obligation is limited to restoring from the most recent available backup.

#### **4.7 Return & Deletion of Data**

Upon termination or expiration of any Subscription Term, Company will, at Customer's election: (a) make Customer Data available for export in a standard machine-readable format for a period of thirty (30) days; or (b) securely delete Customer Data. After such thirty (30) day period, Company has no obligation to retain Customer Data and may delete it without further notice, except as required by applicable law.

## **5. FEES, PAYMENT & TAXES**

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### **5.1 Fees**

Customer shall pay all fees specified in the applicable Order Form ("Fees"). Unless otherwise stated in the Order Form, all Fees are: (a) denominated in U.S. dollars; (b) non-refundable except as expressly set forth in these Terms; and (c) exclusive of taxes. Company reserves the right to modify its pricing for renewal Subscription Terms upon at least sixty (60) days' prior written notice.

### **5.2 Payment Terms**

Fees are due and payable net thirty (30) days from the invoice date unless otherwise specified in the Order Form. Company may invoice annually in advance, quarterly, or monthly depending on the subscription structure selected. Payment shall be made by ACH, wire transfer, or other method specified in the Order Form.

### **5.3 Late Payment**

If any undisputed payment is not received within fifteen (15) days after the due date, Company may: (a) charge interest on overdue amounts at the lesser of 1.5% per month or the maximum rate permitted by law; and (b) after providing ten (10) days' written notice, suspend Customer's access to the Service until all overdue amounts are paid in full. Company's right to suspend does not limit any other rights or remedies available at law or equity.

## 5.4 Disputed Invoices

If Customer disputes any portion of an invoice in good faith, Customer must: (a) pay all undisputed amounts by the due date; and (b) provide written notice of the dispute specifying the basis and amount disputed within fifteen (15) days of the invoice date. The parties shall work in good faith to resolve any billing disputes within thirty (30) days. Failure to dispute an invoice within thirty (30) days of receipt constitutes acceptance of the invoice.

## 5.5 Taxes

All Fees are exclusive of applicable taxes, including sales, use, value-added, goods and services, and withholding taxes (“Taxes”). Customer is responsible for all Taxes associated with its purchase of the Service, excluding taxes based on Company’s net income. If Company is required to collect Taxes, they will be itemized separately on the invoice. Customer shall provide valid tax exemption certificates where applicable.

## 5.6 Price Adjustments at Renewal

Company may adjust pricing for any renewal Subscription Term upon at least sixty (60) days’ written notice prior to the renewal date. Price increases shall not exceed ten percent (10%) over the prior Subscription Term’s rates, unless Customer has materially changed its usage tier or the parties agree otherwise in a new Order Form.

# 6. SERVICE LEVELS & SUPPORT

## 6.1 Uptime Commitment

Company will use commercially reasonable efforts to make the Service available at least 99.5% of the time in any given calendar month, excluding: (a) scheduled maintenance windows communicated with at least forty-eight (48) hours’ advance notice; (b) emergency maintenance required to address critical security vulnerabilities; (c) downtime caused by Customer’s acts or omissions; (d) third-party service outages beyond Company’s reasonable control; and (e) force majeure events.

## 6.2 Service Credits

In the event Company fails to meet the uptime commitment in any calendar month, Customer’s sole and exclusive remedy is a service credit as follows:

Monthly Availability	Service Credit
99.0% – 99.4%	5% of monthly fees for the affected month
95.0% – 98.9%	10% of monthly fees for the affected month
Below 95.0%	25% of monthly fees for the affected month

Service credits must be requested within thirty (30) days of the relevant incident and will be applied to Customer’s next invoice. Credits are not redeemable for cash and do not accrue if Customer is in breach of payment obligations.

## 6.3 Scheduled Maintenance

Company reserves the right to perform scheduled maintenance on the Service. Company will provide at least forty-eight (48) hours’ notice for routine maintenance and will use commercially reasonable efforts to schedule maintenance during off-peak hours. Emergency maintenance may be performed at any time without advance notice where required to address critical security issues.

## 6.4 Support Services

Company will provide technical support to Customer during the Subscription Term in accordance with the support tier selected in the Order Form. Standard support tiers and response-time commitments are as follows:

Priority Level	Response Time Commitment
<b>P1 – Critical (Service down or data loss)</b>	2 business hours
<b>P2 – High (Major feature impaired)</b>	8 business hours
<b>P3 – Medium (Minor issue, workaround available)</b>	2 business days
<b>P4 – Low (General inquiry or enhancement request)</b>	5 business days

Support is provided in English during Company’s standard business hours (Monday–Friday, 9:00 AM–6:00 PM ET), excluding U.S. federal holidays, unless an elevated support tier with extended hours is specified in the Order Form.

## 7. INTELLECTUAL PROPERTY

### 7.1 Company Ownership

Company and its licensors own all right, title, and interest in and to the Service, including all underlying software, algorithms, AI/ML models, source code, object code, user interfaces, documentation, trademarks, patents, trade secrets, and all modifications, enhancements, and derivative works thereof. No rights are granted to Customer other than the limited access right expressly set forth in Section 3.1.

### 7.2 Customer Ownership

Customer retains all right, title, and interest in and to its Customer Data, including all intellectual property rights therein. Nothing in these Terms transfers ownership of Customer Data to Company.

### 7.3 Feedback

If Customer or any Authorized User provides suggestions, comments, feature requests, or other feedback regarding the Service (“Feedback”), Customer hereby grants Company a perpetual, irrevocable, royalty-free, worldwide license to use, incorporate, and exploit such Feedback in any manner, including in current and future products and services, without any obligation of compensation or attribution to Customer.

### 7.4 Restrictions

Customer shall not, and shall ensure its Authorized Users do not: (a) copy, modify, or create derivative works of the Service or Documentation; (b) reverse engineer or attempt to extract the source code of the Service; (c) build competing products using the Service or its underlying architecture; or (d) use Company’s trademarks, logos, or branding without prior written consent.

### 7.5 Open Source

Certain components of the Service may incorporate open-source software (“Open Source Components”). Such Open Source Components are governed by their respective open-source licenses, which are

available upon request. Nothing in these Terms limits Customer's rights under applicable open-source licenses, and nothing in those licenses limits Company's rights under these Terms with respect to the Service as a whole.

## 8. SUBSCRIPTION TERM, RENEWAL & CANCELLATION

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### 8.1 Initial Term

The initial Subscription Term commences on the date specified in the Order Form and continues for the period specified therein (typically twelve (12) months unless otherwise agreed).

### 8.2 Automatic Renewal

Unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Subscription Term, the subscription will automatically renew for successive periods equal to the initial Subscription Term (or twelve (12) months if the initial term was shorter), at the then-current pricing subject to Section 5.6.

### 8.3 Cancellation by Customer

Customer may cancel auto-renewal by providing written notice to [accounts@buildingaisolutions.io] no later than sixty (60) days before the renewal date. Cancellation takes effect at the end of the then-current Subscription Term. Except as set forth in Section 9.4, all prepaid Fees are non-refundable upon cancellation.

### 8.4 Mid-Term Upgrades

Customer may upgrade its subscription tier at any time during a Subscription Term. Upgrades will be effective upon execution of an amended Order Form or written confirmation from Company. Additional Fees for upgraded tiers will be prorated for the remainder of the then-current Subscription Term and invoiced within thirty (30) days.

### 8.5 Mid-Term Downgrades

Subscription tier downgrades take effect at the start of the next renewal Subscription Term. Downgrade requests must be submitted in writing at least sixty (60) days prior to renewal. No refunds or credits are issued for unused capacity during a downgraded period.

## 9. TERMINATION

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### 9.1 Termination for Cause by Company

Company may terminate this Agreement or suspend Customer's access to the Service immediately upon written notice if:

- Customer materially breaches these Terms and fails to cure such breach within thirty (30) days of written notice (or ten (10) days for payment failures);
- Customer becomes insolvent, makes a general assignment for the benefit of creditors, or is the subject of bankruptcy, receivership, or similar proceedings;
- Customer engages in High-Risk Use as defined in Section 3.3; or
- Continued provision of the Service would violate applicable law.

## 9.2 Termination for Cause by Customer

Customer may terminate this Agreement upon written notice if Company materially breaches these Terms and fails to cure such breach within thirty (30) days of written notice. In the event of a Company-caused material breach, Customer's sole monetary remedy is a pro-rata refund of prepaid Fees for the unused portion of the Subscription Term, unless a greater remedy is expressly provided in these Terms.

## 9.3 Termination for Convenience

Either party may terminate this Agreement for convenience upon ninety (90) days' prior written notice; provided, however, that termination for convenience by Customer shall not entitle Customer to any refund of prepaid Fees. Company's termination for convenience after the start of a Subscription Term will entitle Customer to a pro-rata refund of prepaid Fees for the unused portion of the Term.

## 9.4 Effect of Termination

Upon termination or expiration of this Agreement for any reason:

- All licenses and access rights granted to Customer immediately terminate;
- Customer must cease all use of the Service and destroy any downloaded or locally cached components;
- Customer Data will be handled in accordance with Section 4.7;
- All accrued payment obligations remain due and payable; and
- Sections 2, 4.1, 4.3, 7, 10, 11, 12, 13, 14, 15, 16, and 17 survive termination indefinitely.

# 10. REPRESENTATIONS & WARRANTIES

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## 10.1 Mutual Representations

Each party represents and warrants that: (a) it is duly organized and in good standing under applicable law; (b) it has full authority to enter into this Agreement; and (c) this Agreement does not conflict with any other agreement to which it is a party.

## 10.2 Company Warranties

Company warrants that: (a) the Service will perform materially in accordance with the Documentation during the Subscription Term; (b) Company will not knowingly introduce malicious code into the Service; and (c) Company will comply with all applicable laws in its provision of the Service.

## 10.3 Customer Warranties

Customer represents and warrants that: (a) it has all rights, licenses, and consents necessary to submit Customer Data to the Service; (b) Customer Data does not infringe the intellectual property rights or privacy rights of any third party; and (c) Customer's use of the Service will comply with all applicable laws, including data protection and export control laws.

## 10.4 Disclaimer

**EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.2, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR UNINTERRUPTED OPERATION. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED.**

**CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH HIGH-RISK APPLICATIONS AND THE INTEGRATION OF THE SERVICE WITH THIRD-PARTY SYSTEMS, HARDWARE, OR INFRASTRUCTURE. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THIRD-PARTY SERVICES, DEVICES, OR INTEGRATIONS.**

## 11. CONFIDENTIALITY

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### 11.1 Definition

Each party may disclose to the other certain non-public, confidential, or proprietary information in connection with this Agreement ("Confidential Information"). Confidential Information includes, without limitation: pricing terms, technical specifications, business strategies, customer lists, software, source code, algorithms, AI models, and any information marked as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

### 11.2 Obligations

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence using at least the same degree of care it uses for its own confidential information, but no less than reasonable care; (b) use Confidential Information solely for purposes of performing obligations or exercising rights under this Agreement; and (c) limit disclosure to employees, contractors, and advisors who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section.

### 11.3 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully in the receiving party's possession prior to disclosure; (c) is independently developed without use of Confidential Information; or (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided the receiving party gives prompt prior written notice (where legally permitted) and cooperates in seeking a protective order.

### 11.4 Injunctive Relief

The parties acknowledge that breach of this Section would cause irreparable harm for which monetary damages would be inadequate, and that the non-breaching party is entitled to seek injunctive or other equitable relief in addition to any remedies at law, without the requirement to post bond.

## 12. INDEMNIFICATION

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### 12.1 Indemnification by Company

Company will defend Customer against any third-party claim alleging that the Service, as provided by Company and used in accordance with these Terms, infringes any U.S. patent, copyright, trademark, or trade secret of a third party ("IP Claim"), and will indemnify Customer against any damages and costs finally awarded by a court or agreed in settlement, provided that Customer: (a) promptly notifies Company in writing of the claim; (b) grants Company sole control of the defense and settlement; and (c) provides reasonable cooperation and assistance.

If the Service becomes or is likely to become the subject of an IP Claim, Company may, at its option: (i) procure the right for Customer to continue using the Service; (ii) modify the Service to make it non-infringing while maintaining materially equivalent functionality; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's access and provide a pro-rata refund of prepaid Fees for the unused Subscription Term.

Company's indemnification obligations do not apply to claims arising from: (a) modifications to the Service made by Customer or at Customer's direction; (b) combination of the Service with products or services not provided or approved by Company; (c) Customer's use of the Service after Company has notified Customer to discontinue such use due to an IP Claim; or (d) open-source components.

## 12.2 Indemnification by Customer

Customer will defend, indemnify, and hold harmless Company and its affiliates, officers, directors, employees, and agents from and against any third-party claim, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of or related to: (a) Customer Data, including any claim that Customer Data infringes third-party rights or violates applicable law; (b) Customer's breach of these Terms; (c) Customer's violation of applicable law; or (d) Customer's High-Risk Use of the Service.

## 12.3 Indemnification Procedure

Each party's indemnification obligations are conditioned on the indemnified party: (a) promptly notifying the indemnifying party in writing of any claim (delay in notice only reduces obligations to the extent of actual prejudice); (b) granting the indemnifying party sole control of the defense and any settlement; and (c) providing reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim that imposes liability, obligation, or restriction on the indemnified party without the indemnified party's prior written consent.

# 13. LIMITATION OF LIABILITY

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## 13.1 Exclusion of Consequential Damages

**IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, DATA, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## 13.2 Aggregate Liability Cap

**EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS AND EITHER PARTY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD-PARTY IP CLAIMS, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO THE CLAIM.**

## 13.3 Exceptions

The limitations in Sections 13.1 and 13.2 do not apply to: (a) either party's gross negligence or willful misconduct; (b) Customer's breach of Section 3.3 (Acceptable Use) or Section 11 (Confidentiality); (c) Company's breach of Section 4.5 (Data Security) resulting in a material data breach; or (d) either party's indemnification obligations to the extent they arise from the indemnifying party's own acts.

## 13.4 Essential Basis

The parties acknowledge that the limitations and exclusions of liability set forth in this Section reflect a reasonable allocation of risk and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## 14. THIRD-PARTY SERVICES & INTEGRATIONS

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The Service may integrate with or allow Customer to access third-party services, APIs, hardware, or platforms (“Third-Party Services”). Customer’s use of Third-Party Services is governed solely by the terms and conditions of those third parties. Company does not endorse, control, or assume responsibility for the availability, accuracy, security, or performance of any Third-Party Service. Any exchange of data between Customer and a Third-Party Service is solely the responsibility of Customer. Company shall have no liability arising from Customer’s use of Third-Party Services, including any data loss, security incidents, or service outages caused by such services.

## 15. GENERAL TERMS

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### 15.1 Governing Law

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### 15.2 Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties agree to the following escalation process:

- Step 1 – Informal Resolution: The parties shall attempt to resolve the dispute through good-faith negotiation between designated senior representatives for a period of thirty (30) days following written notice of the dispute.
- Step 2 – Mediation: If informal resolution fails, either party may request non-binding mediation administered by a mutually agreed mediator in New York City, New York, the costs of which shall be shared equally.
- Step 3 – Arbitration (claims under \$250,000): Disputes not resolved by mediation involving amounts in controversy below \$250,000 shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, with a single arbitrator, conducted in New York City, New York.
- Step 4 – Litigation (claims of \$250,000 or more): For disputes exceeding \$250,000 that are not resolved in mediation, either party may file in state or federal courts located in New York County, New York, to which both parties irrevocably submit.

Notwithstanding the foregoing, either party may seek emergency injunctive or equitable relief from any court of competent jurisdiction without complying with the above escalation process.

### 15.3 Waiver of Class Action

All disputes shall be brought solely in the party’s individual capacity. Neither party may initiate or participate in any class action, collective action, or representative proceeding in connection with this Agreement.

### 15.4 Notices

All legal notices under this Agreement must be in writing and delivered by: (a) hand delivery; (b) nationally recognized overnight courier; or (c) email with confirmed receipt, to the addresses specified in the Order Form. Notices are effective upon confirmed receipt. Routine operational communications (support tickets, invoices, product announcements) may be delivered by email to the contact addresses provided by Customer.

### 15.5 Assignment

Customer may not assign or transfer this Agreement, or any rights or obligations hereunder, without Company's prior written consent, which shall not be unreasonably withheld for assignments in connection with a merger, acquisition, or sale of substantially all of Customer's assets. Company may freely assign this Agreement. Any purported assignment in violation of this Section is void.

### **15.6 Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement resulting from causes beyond its reasonable control, including acts of God, natural disasters, government actions, pandemics, labor disputes, telecommunications or infrastructure failures, or third-party service outages ("Force Majeure Event"). The affected party must promptly notify the other and use commercially reasonable efforts to resume performance. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected Order Form without liability.

### **15.7 Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. All other provisions shall remain in full force and effect.

### **15.8 No Waiver**

Failure by either party to enforce any provision of this Agreement does not constitute a waiver of that party's right to enforce that or any other provision in the future. All waivers must be in writing to be effective.

### **15.9 Relationship of the Parties**

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or franchise relationship. Neither party has authority to bind the other without express written consent.

### **15.10 Entire Agreement**

This Agreement, together with all Order Forms, Statements of Work, and the Privacy Policy, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and agreements, whether oral or written. Modifications must be in writing and signed by authorized representatives of both parties.

### **15.11 Export Compliance**

Customer agrees to comply with all applicable export control and trade sanctions laws, including U.S. Export Administration Regulations and OFAC sanctions. Customer shall not access or use the Service from or in a jurisdiction subject to a U.S. government embargo, or on behalf of any person or entity on a U.S. government restricted party list.

### **15.12 Government Customers**

If Customer is a U.S. federal government entity, the Service constitutes "commercial computer software" and "commercial computer software documentation" as defined in FAR 12.212 and DFARS 227.7202, and is licensed with only those rights provided in this Agreement.

## **16. CONTACT INFORMATION**

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For general inquiries, legal notices, or questions regarding this Agreement, contact:

**Building AI Solutions, LLC**

Attn: Legal Department

Email: [legal@buildingaisolutions.io]

Accounts / Billing: [accounts@buildingaisolutions.io]

Website: buildingaisolutions.io

[Mailing Address]

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