

Terms and Conditions

Effective Date: December 2025 | Version 1.0

Please read these Terms and Conditions ("Terms", "Agreement") carefully before using the Aimyze platform and services operated by Aimyze Software Private Limited ("Aimyze", "Company", "we", "us", or "our").

1. Definitions

"Customer" or "You": The entity or individual entering into this Agreement with Aimyze.

"Platform": The Aimyze agentic AI platform, including all software, APIs, documentation, and related services.

"Services": The subscription services, professional services, and support services provided by Aimyze under this Agreement.

"Agent": An autonomous AI agent deployed on the Platform to perform specified tasks.

"Customer Data": All data provided by Customer or processed by the Platform on Customer's behalf.

"Subscription Term": The period during which Customer has access to the Services as specified in the Order Form.

"Order Form": The document specifying the Services, fees, and terms applicable to Customer's subscription.

2. Services

2.1 Provision of Services

Subject to Customer's compliance with this Agreement and payment of applicable fees, Aimyze grants Customer a non-exclusive, non-transferable right to access and use the Platform and Services during the Subscription Term.

2.2 Service Delivery

All agent deployment, configuration, and technical implementation is performed by Aimyze or its authorized partners. Customer shall not attempt to self-deploy, modify, or reverse-engineer any agents or Platform components.

2.3 Service Levels

Aimyze commits to 99.9% Platform availability, measured monthly, excluding scheduled maintenance and factors outside Aimyze's reasonable control. This availability commitment is subject to underlying cloud infrastructure provider availability.

2.4 Support

AimYZe provides support in accordance with the support terms specified in Customer's Order Form:

- P1/P2 Issues: 24/7/365 support via email and phone
- P3/P4 Issues: Business hours support (Monday-Friday, 9 AM - 6 PM IST)
- Response times as specified in the Service Level Agreement

3. Customer Responsibilities

Customer agrees to:

- Provide accurate and complete information required for service delivery
- Maintain security of account credentials and access controls
- Ensure authorized use by its employees and contractors
- Provide necessary system access and cooperation for implementation
- Comply with all applicable laws and regulations
- Not use the Services for any unlawful or prohibited purpose
- Not attempt to gain unauthorized access to any systems or data
- Promptly notify AimYZe of any security incidents or unauthorized access

4. Fees and Payment

4.1 Fees

Customer shall pay all fees specified in the Order Form. All fees are quoted and payable in Indian Rupees (INR) unless otherwise specified.

4.2 Payment Terms

Unless otherwise specified in the Order Form, payment is due within thirty (30) days of invoice date (Net 30). Late payments may incur interest at 1.5% per month or the maximum rate permitted by law.

4.3 Taxes

All fees are exclusive of applicable taxes. Customer is responsible for all taxes, including GST, excluding taxes based on AimYZe's income.

4.4 Price Changes

AimYZe may modify pricing with sixty (60) days' written notice prior to the next renewal term. Customer may terminate the affected Services if it does not accept the price change.

5. Term and Termination

5.1 Term

This Agreement commences on the Effective Date and continues for the Subscription Term specified in the Order Form. Subscriptions do not auto-renew unless expressly agreed in writing.

5.2 Termination for Convenience

Either party may terminate this Agreement by providing sixty (60) days' written notice prior to the end of the then-current Subscription Term.

5.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.

5.4 Effect of Termination

Upon termination: (a) Customer's access to the Services will be discontinued; (b) Customer shall pay all outstanding fees; (c) each party shall return or destroy the other party's confidential information. There shall be no refunds for unused portions of prepaid fees.

6. Data Rights

6.1 Customer Data Ownership

Customer retains all rights, title, and interest in Customer Data. Customer grants Aimyze a limited license to process Customer Data solely for providing the Services.

6.2 Data Processing

Aimyze processes Customer Data in accordance with its Privacy Policy and applicable data protection laws. Customer represents that it has obtained all necessary consents for data processing.

6.3 AI Model Improvement

Customer acknowledges that Aimyze may use anonymized and aggregated insights derived from Customer Data to improve the Platform and AI models. Such use shall not include any personally identifiable information or confidential business data that could identify Customer.

6.4 Data Retention

Aimyze retains Customer Data during the Subscription Term and for a reasonable period thereafter to fulfill legal obligations and legitimate business purposes. Upon termination, Customer may request data export in standard formats, subject to technical feasibility.

7. Intellectual Property

7.1 Aimyze IP

Aimyze retains all rights, title, and interest in the Platform, Services, agents, algorithms, and all related intellectual property. Nothing in this Agreement transfers any IP rights to Customer except the limited license to use the Services.

7.2 Custom Development

Any custom agents, configurations, or developments created by Aimyze shall remain the intellectual property of Aimyze Software Private Limited. Customer receives a license to use such customizations as part of their subscription.

7.3 Feedback

Customer grants Aimyze a perpetual, royalty-free license to use any feedback, suggestions, or ideas provided regarding the Services.

8. Confidentiality

Each party agrees to maintain the confidentiality of the other party's confidential information and to use such information only for purposes of this Agreement. This obligation survives termination for three (3) years.

9. Warranties and Disclaimers

9.1 Aimyze Warranties

Aimyze warrants that: (a) the Services will perform materially in accordance with applicable documentation; (b) it has the authority to enter into this Agreement; (c) the Services will be provided in a professional manner.

9.2 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AIMYZE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AIMYZE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Limitation of Liability

10.1 Exclusion of Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES, REGARDLESS OF THE THEORY OF LIABILITY.

10.2 Liability Cap

AIMYZE'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11. Indemnification

Customer shall indemnify and hold harmless Aimyze from any claims arising from:
(a) Customer's use of the Services in violation of this Agreement; (b) Customer Data;
(c) Customer's violation of applicable laws.

12. General Provisions

12.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Bengaluru, Karnataka shall have exclusive jurisdiction over any disputes.

12.2 Dispute Resolution

Any disputes arising under this Agreement shall first be attempted to be resolved through good-faith negotiations. If unresolved within thirty (30) days, either party may initiate arbitration under the Arbitration and Conciliation Act, 1996, with arbitration seated in Bengaluru.

12.3 Force Majeure

Neither party shall be liable for any failure or delay due to circumstances beyond its reasonable control, including natural disasters, war, terrorism, government actions, or infrastructure failures.

12.4 Assignment

Customer may not assign this Agreement without Aimyze's prior written consent. Aimyze may assign this Agreement to an affiliate or successor.

12.5 Entire Agreement

This Agreement, together with any Order Forms, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

12.6 Amendments

Aimyze may update these Terms from time to time. Material changes will be notified with sixty (60) days' notice. Continued use of the Services constitutes acceptance of updated Terms.

13. Contact Information

For questions regarding these Terms:

Aimyze Software Private Limited

Unit 101, Oxford Towers, 139, HAL Old Airport Rd

Kodihalli, Bengaluru, Karnataka 560008

Email: legal@aimyze.com