



# TERMS OF SERVICE AGREEMENT

## Terms of Service Agreement

This Terms of Service Agreement (“Agreement”) is entered into between AgileAI Labs, Inc (“Company”) and you (“USER”), governing the use of Company’s SaaS Products and Services (“Service”).

### 1. Acceptance of Terms

By accessing or using the Service, you agree to be bound by these Terms of Service and all applicable laws and regulations. If you do not agree with any of these terms, you are prohibited from using or accessing the Service.

### 2. Description of Service(s)

The Software as a Service (SaaS) provided by the Company allows Users to assist them in their Software Development Life Cycle (SDLC) efforts by reducing defects in their software deliverables, by enhancing Requirements and producing Test Cases and various other SDLC related assets for use in software production.

### 3. User Responsibilities

User agrees to use the Services only for lawful purposes and in compliance with all applicable laws and regulations.

User is responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account.

User agrees not to engage in any activity that could interfere with the proper functioning of the Service or its infrastructure.

User agrees not to reverse engineer the platform, decompose the code, or otherwise include the Company’s Intellectual Property into their software platforms unless expressly given written permission by the Company.

### 4. Payment Terms

Payment for the Service is required as per the pricing plan determined between the Company and the User as stated in any quote for the Service and/or the Statement of Work (“SOW”).

Payment details, invoicing, and billing cycles will be provided to Users upon delivery of the SOW or in the case of website-based purchase upon the input of credit card information and acceptance of the Terms and Conditions (Licensing Agreement) as listed on the Company website.

## 5. Intellectual Property Rights

All content, trademarks, patents, and intellectual property associated with the Service(s) provided by the Company are owned by the Company.

Users are granted a limited, non-exclusive, non-transferable license to use the Service solely for its intended purpose.

## 6. Privacy Policy

The Company's Privacy Policy governs the collection, use, and protection of User data. By using the Service, Users agree to the terms of the Privacy Policy. For the detailed Privacy Policy please follow this link: <https://agileailabs.com/privacy-policy/>.

## 7. Limitations of Liability

In no event shall the Company be held liable for any damages arising out of, or in connection with, the use or inability to use the Service.

The Company shall not be held liable for any indirect, incidental, special, or consequential damages.

## 8. Termination

The Company reserves the right to terminate or suspend access to the Service without notice due to misuse of, or threat to, whether actual or perceived, to the Service.

The Company reserves the right to terminate access to the Service for non-payment of invoices.

The Company or User may terminate the use of the Service upon 30 days written notice.

The User, if contracted the Service via the website, must give the Company 7 days' written notice to [info-contact@agileailabs.com](mailto:info-contact@agileailabs.com) if they wish to terminate the Service and not be billed via credit card for another month.

## 9. Changes to Terms

The Company reserves the right to modify or update these Terms of Service at any time.

**10. Governing Law and Dispute Resolution** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware.



Any dispute arising out of or relating to this Agreement shall be resolved through arbitration in Delaware.

## 11. Miscellaneous Provisions

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

## Contact Information

If you have any questions or concerns about these Terms of Service, please contact us at [info-contact@agileailabs.com](mailto:info-contact@agileailabs.com).

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.