



BI42 Terms of Use

Effective Date: 16th August 2023

Welcome to BI42! These Terms of Use ("Terms") constitute a legally binding agreement between you ("you," "User") and BI42. ("BI42," "we," "us," or "our") governing your access to and use of our website located at <https://www.bi42.ai/> ("Site"), software, platforms, and related services (collectively, the "Services").

This Agreement is effective on the earlier of a date on an executed Order Form, or the date Subscriber uses the Services ("Effective Date").

By accessing or using any part of our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, along with our Privacy Policy. If you do not agree, please do not access or use our Services.

1. DEFINITIONS

1.1 **"Agreement"** means this agreement, including any Order Forms, Schedules, or BI42 click-through agreements accepted by Customer for use of BI42 tools and services, collectively referred to as the "Agreement".

1.2 **"Confidential Information"** means (a) with respect to Customer, the Customer Data; (b) with respect to BI42, the Services, including without limitation all product features, system data, software, and trade secrets; and (c) with respect to both parties, any non-public technical, business, operational, or strategic information disclosed to the other



party in connection with this Agreement. Confidential Information may be designated as “Confidential” but need not be marked to qualify.

1.3 “**Customer Data**” means any data, content, or information provided, uploaded, or transferred by or on behalf of Customer or its Users to BI42’s platform, hardware, or mobile applications, and processed by BI42 on Customer’s behalf.

1.4 “**Dashboard**” means BI42’s proprietary, AI-powered web-based platform that enables Customers to talk to your enterprise data and generate reports.

1.5 “**Documentation**” means the current technical manuals, user guides, instructions, or other written or electronic documentation made available by BI42 regarding the Services.

1.6 “**Hardware**” means any physical equipment provided by BI42 to the Customer.

1.7 “**Intellectual Property Rights**” means any and all patents, copyrights, trade secrets, trademarks, service marks, moral rights, database rights, and any other proprietary rights owned by or licensed to BI42.

1.8 “**BI42 Device**” means a local processing unit provided by BI42 for real-time visual data interpretation.

1.9 “**Mobile App**” means BI42’s official mobile application for Android and iOS devices that allows Users to access certain features of the Dashboard remotely.

1.10 “**Services**” means all products and services provided by BI42 under this Agreement, including but not limited to the Dashboard, Hardware, Software, Mobile App, Documentation, technical support, and any data analytics or integrations offered.



1.11 **“Support”** means the technical support services offered by BI42 as described in the then-current Support Appendix (Appendix- 1), which may be amended by BI42 from time to time.

1.12 **“Software”** means the software embedded in BI42’s Hardware or used in connection with the Mobile App or Dashboard, including all updates, enhancements, and versions thereof.

1.13 **“Order Form(s)”** means any written or electronic order (including renewals and modifications) agreed upon by the parties detailing the scope of Services, including number of monitored sites, Hardware, Support levels, or other deliverables.

1.14 **“Users”** means employees, contractors, or agents authorized by the Customer to access and use the Services on Customer’s behalf under the terms of this Agreement.

1. Eligibility and Authority

1.1. **Age Requirement:** You must be at least 18 years old (or the legal age of majority in your jurisdiction) to use our Services.

1.2. **Entity Use:** If you are using the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

2. Service Description

2.1. BI42 offers AI-powered analytics

2.2. We reserve the right to modify or discontinue the Services (in whole or in part) at any time, with or without notice, without liability to you or any third party.



3. Account Registration and Security

3.1. Certain features require registration. You agree to provide accurate, current, and complete information during the registration process.

3.2. You are responsible for maintaining the confidentiality of your account credentials and all activities that occur under your account.

3.3. Notify us immediately at connect@bi42.ai if you suspect unauthorized access to your account.

4. License and Acceptable Use

4.1. Subject to your compliance with these Terms, BI42 grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for internal business purposes.

4.2. You agree not to:

- Reverse-engineer, decompile, disassemble, or attempt to discover the source code.
- Use the Services in any unlawful manner or for any illegal purpose.
- Upload or transmit any viruses or malicious code.
- Access or scrape the Services through bots or automated methods without our prior consent.

4.3. BI42 retains all intellectual property rights in the Services. No rights are granted to you except as expressly set forth herein.

5. User Content and Data



5.1. "User Content" includes data, video, images, reports, or any materials submitted, uploaded, or generated by you through the Services.

5.2. You retain ownership of your User Content. By using our Services, you grant BI42 a worldwide, non-exclusive, royalty-free license to use, host, reproduce, and process your User Content solely for operating, improving, and supporting the Services.

5.3. You represent and warrant that you have all necessary rights and consents to submit the User Content.

6. PRICE, PAYMENT, AND DELIVERY

6.1 Fees. Customer agrees to pay BI42 the fees specified in the Order Forms ("Fees"). If Customer's payment is more than twenty (20) days overdue, BI42 may disable Customer's access to the Services after providing at least ten (10) days' notice.

6.2 Verification. BI42 may remotely verify Customer's use of the Services as reasonably necessary, including verifying the number of connected devices. Under-reported or underpaid usage fees discovered through such verification shall be invoiced to Customer according to the Order Form pricing or BI42's current price list.

6.3 Taxes. Fees exclude applicable taxes such as sales, VAT, withholding, or use taxes. Customer is responsible for these taxes and shall reimburse BI42 for any such amounts paid on Customer's behalf. If Customer provides valid tax exemption certificates at least ten (10) days before payment due dates, BI42 will refrain from withholding such taxes. Customer agrees to indemnify BI42 for any liabilities arising from incorrect tax exemptions.

7. TERM, SUSPENSION, AND TERMINATION



7.1 Term. This Agreement is effective on the Effective Date and continues through the Subscription Term defined in the Order Form. Unless otherwise specified, Order Forms will automatically renew for successive one (1) year terms unless either party provides at least thirty (30) days' written notice prior to expiration.

7.2 Suspension. BI42 may suspend Services if it reasonably believes Customer or a User's activity: (i) causes harm or poses a threat to BI42, its customers, or third parties; (ii) interferes with BI42's operations or other customers; (iii) violates prohibited use provisions; or (iv) violates applicable law. Except in emergencies, BI42 will provide at least seventy-two (72) hours' notice to attempt resolution.

7.3 Effect of Suspension. Customer remains responsible for all Fees during suspension. Failure to cure issues leading to suspension within a reasonable time may result in termination.

7.4 Termination. Either party may terminate this Agreement upon a material breach by the other party that remains uncured thirty (30) days after notice. Customer breach of Sections 5 (Intellectual Property Rights) or 9 (Confidentiality), or insolvency events, may result in immediate termination.

7.5 Effects of Termination. Upon termination, Customer shall cease all use of the Services and return or destroy all copies of BI42 Confidential Information. Customer will have seven (7) days to export Customer Content after termination, after which BI42 may delete all Customer Content.

7.6 Survival. Sections regarding Prohibited Use, Fees, Suspension and Termination, Intellectual Property, Confidentiality, Indemnification, and other specified sections survive termination. Customer is not entitled to refunds except for pro-rata refund for unused prepaid fees in case of breach of BI42's performance warranty.



8. INTELLECTUAL PROPERTY RIGHTS

8.1 Reservation of Rights. BI42 retains all rights, title, and interest in the Services and related Intellectual Property, except for limited license rights granted to Customer and ownership rights to Hardware post-Subscription Term.

8.2 Feedback. Customer grants BI42 a royalty-free, worldwide, irrevocable license to use any feedback, suggestions, or enhancements provided regarding the Services.

8.3 Customer Content. Customer acknowledges that Customer Content may include video, images, biometric data, and other personal information. Customer is responsible for securing such data and obtaining all necessary rights and consents to allow BI42 to use Customer Content for Service provision and improvement.

8.4 Ownership of Customer Content; License Rights. Customer retains ownership of Customer Content. Customer grants BI42 and its affiliates a worldwide, non-exclusive, royalty-free license to access, use, process, store, and transmit Customer Content solely to provide, improve, and support the Services and as otherwise directed by Customer.

8.5 Rights of Third Parties. Customer is responsible for obtaining all necessary consents and notices to third parties whose data may be included in Customer Content. Customer represents and warrants that use of Customer Content will not infringe on third-party rights or violate applicable laws. Customer agrees to implement reasonable security measures to protect Customer Content and Confidential Information.



9. Data Privacy and Protection

9.1. Our collection and use of your data is governed by our Privacy Policy. We take reasonable technical and organizational measures to protect your personal and sensitive data.

9.2. International data transfers (if applicable) are carried out in accordance with legal frameworks such as the EU-U.S. Data Privacy Framework or Standard Contractual Clauses.

10. Third-Party Services

10.1. The Services may integrate or link to third-party tools or websites. These are not under our control, and we do not endorse or assume responsibility for them.

10.2. Your interactions with third-party services are governed by their terms and privacy policies.

11. Suspension and Termination

11.1. We may suspend or terminate your access to the Services if:

- You breach these Terms.
- Required by law or governmental authority.
- You engage in conduct that threatens the integrity of the Services.

11.2. Upon termination:

- You must cease all use of the Services.
- We may delete or anonymize your data after a grace period (typically 7–14 days).



12. Disclaimers and Limitation of Liability

12.1. No Warranties: The Services are provided "as is" without warranties of any kind. We disclaim all implied warranties including merchantability, fitness for a particular purpose, and non-infringement.

12.2. Limitation of Liability: To the maximum extent permitted by law, BI42 shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to your use of the Services. In no event shall our aggregate liability exceed the amount paid by you to us in the past 12 months.

13. Indemnification

You agree to indemnify and hold harmless BI42 and its officers, directors, employees, and affiliates from any claims, damages, obligations, losses, liabilities, or expenses arising from your violation of these Terms or misuse of the Services.

14. GENERAL PROVISIONS

14.1 Waiver

No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless expressly provided in writing. A waiver of any breach or default will not constitute a waiver of any subsequent breach or default.

14.2 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be



enforced to the maximum extent permissible to reflect the parties' intent, and the remainder of the Agreement shall continue in full force and effect.

14.3 Compliance with Laws and Regulatory Matters

Each party shall comply with all applicable laws, rules, and regulations of India, including but not limited to the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and any rules or notifications issued thereunder. Customer shall not use the Services in any manner that would cause BI42 to violate any applicable laws. Further, Customer shall not export or transfer any part of the Services or any technical information to any jurisdiction in violation of Indian export control laws or international restrictions.

14.4 Governing Law; Jurisdiction; Venue

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Subject to Clause 11.6 (Dispute Resolution), the courts at Bengaluru, India shall have exclusive jurisdiction over all disputes, claims, or legal proceedings arising out of or relating to this Agreement.

14.5 Notices

All notices under this Agreement must be in writing and will be deemed delivered (i) when delivered personally, (ii) three (3) business days after being sent by pre-paid registered post, or (iii) upon confirmation of receipt when sent via email (excluding automated responses). Notices to BI42 must be sent to:

Legal Department: KGraph AI Solutions Pvt. Ltd.

3FC-401,

4thFloor,

EastofNewBDALayout,



RamamurthyNagar,
Bangalore-560016
Email: connect@bi42.ai

Notices to Customer will be sent to the contact address or email listed in the Customer's Order Form or BI42's account records. Legal notices (such as breach notifications or termination) must not be sent solely via email unless explicitly acknowledged by the receiving party.

14.6 Force Majeure

Neither party shall be liable for any delay or failure in performance under this Agreement (excluding payment obligations) resulting from acts beyond its reasonable control, including but not limited to acts of God, natural disasters, war, acts of terrorism, pandemics, internet outages, cyberattacks, governmental actions, or power failures. The affected party must promptly notify the other party and take reasonable steps to mitigate the delay.

14.7 Entire Agreement; Order of Precedence

This Agreement, including all referenced Order Forms, Schedules, and annexes, constitutes the entire understanding between the parties and supersedes all prior agreements or understandings. In case of a conflict, the following order of precedence shall apply (unless expressly stated otherwise): (1) the Order Form, (2) this Agreement, (3) any attached Schedules or exhibits. Any modification to this Agreement must be in writing and signed by both parties' authorized representatives.

APPENDIX 1: SUPPORT SERVICES

BI42 will provide technical Support to the Customer, subject to timely payment of all applicable fees and Customer's compliance with the Agreement. BI42 may access the Hardware or Customer-connected



systems for the purposes of maintenance, diagnostics, software patches, planned upgrades, and the implementation of new features.

BI42 will provide Support for errors, bugs, or performance issues in the Services. However, BI42 shall not be responsible for addressing issues arising from Customer misuse, configuration changes outside BI42's guidance, or third-party interference. BI42 may remotely access the Hardware or Dashboard, as needed, to diagnose and resolve reported issues. Customer must provide BI42 with adequate access, documentation, logs, and data to enable reproduction and analysis of the issue.

Support will be made available via email and phone during BI42's standard business hours, which are from 9:00 a.m. to 6:00 p.m. Indian Standard Time (IST) on regular business days, excluding national holidays.

BI42 will aim to respond to support inquiries within two (2) business days. Actual resolution timelines will depend on the complexity and severity of the reported issue, with critical safety-related issues being prioritized.

The following are excluded from BI42's Support obligations:

- Support for Software that has been altered, modified, or updated by the Customer or third parties without BI42's written consent;
- Support for outdated software versions for which Customer has not implemented required updates or maintenance patches;
- Issues caused by factors beyond BI42's reasonable control, including but not limited to natural disasters, utility outages, or third-party service disruptions;
- Errors resulting from misuse, operator error, or failure to follow BI42's operational guidelines;



- Support required due to use of the Services in conjunction with unauthorized third-party equipment or software.