

Software Agent Licence Agreement

Software Agent Licence Agreement — Version 1.1 (26/01/2026) (the “**Agreement**”).

This Agreement is issued by **Pivotal Edge AI Limited** trading as "Dovetail", a company incorporated in **England & Wales** (company number **15324236**) whose registered office is **Freedom Works Bartholomew House, Bartholomew Square, Brighton, England, BN1 1JE** (“**Supplier**”).

This Agreement applies to each **Commercial Order Form** (an “**Order Form**”) that (i) references this Agreement and (ii) is signed (or otherwise accepted) by the applicable customer (“**Client**”). The Supplier and the Client named in the relevant Order Form are together the “**Parties**” for the purposes of that Order Form and this Agreement.

If there is any conflict between an Order Form and this Agreement, the Order Form prevails to the extent of the conflict.

1. Background

A. Supplier develops software agents and related components designed to run within Microsoft platforms.

B. Client wishes to license certain agents and/or related deliverables from Supplier under the terms of this Agreement and one or more Order Forms.

2. Definitions and interpretation

In this Agreement:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

“**Agent**” means the software agent(s) identified in an Order Form, including any associated workflows, prompts/instructions, orchestration logic, schemas, configurations, connectors, integrations, reports, dashboards, and related operational components.

“**Agent Artefacts**” means any files, packages, definitions, exports, or components used to deliver, deploy, configure, or operate an Agent, in whatever form supplied, including without limitation: Power Platform solutions and components (e.g., Power Automate flows, Dataverse tables, AI Builder prompts), Copilot Studio artefacts, Agents Toolkit packages, “Copilot Studio Lite” agent packages, JSON/YAML configuration, scripts, templates, Power BI reports, and any Azure resources (including Azure Functions) required for operation.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“**Client Environment**” means Client’s Microsoft tenant(s), subscriptions, environments, resource groups, and associated services identified in the Order Form.

“Client Materials” means materials provided by or on behalf of Client, including documents, policies, playbooks, datasets, SharePoint content, Knowledge Sources, and any Client-authored instructions, examples, or test cases.

“Client Modifications” means any modifications, adaptations, extensions, derivative works or other changes made by or for Client to any Deliverables or Supplier Materials (including changes to prompts/instructions, flows, connectors, data models, tables and reports), excluding Client Materials and excluding Permitted Configuration.

“Client-Owned Configuration” means any client-specific configuration of the Deliverables that is separable from Supplier Materials and expressly designated as client-owned in the applicable Order Form.

“Confidential Information” means all information disclosed by or on behalf of a Party (whether in writing, orally, visually or otherwise) that is marked as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including (for Supplier) Supplier Materials, documentation, pricing (where not public) and technical know-how; and (for Client) Client Materials and non-public business, technical and commercial information.

“De-Identified” means modified so that it does not identify Client (directly or indirectly) and does not include Client Confidential Information, including by removing client-specific names, references, examples, facts, identifiers, and other content that would reasonably enable Client to be identified.

“Deliverables” means the Agents and other items Supplier provides under an Order Form and/or SOW.

“Effective Date” means, in respect of this Standard Agreement as it applies to a Client, the “Order Form Effective Date” stated in the applicable Order Form.

“Knowledge Sources” means Client Materials and other Client-controlled artefacts that are referenced, linked or connected for retrieval by an Agent, including (without limitation) SharePoint sites/pages/libraries, OneDrive content, Teams/SharePoint files, PDFs, Word documents, spreadsheets, folders, libraries, and other file-based or repository-based sources.

“Order Form” means a document referencing this Agreement specifying Agents/Deliverables, Client Environment, term, fees, and usage/support terms.

“Platform” means Microsoft and any other third-party platforms and services used to deploy, run or support the Agents and Deliverables within the Client Environment.

“Permitted Configuration” means changes made only through the settings, parameters and extension points that Supplier exposes for Client use, as expressly allowed in an Order Form and/or in documentation provided with the Deliverables, without changing the underlying logic or structure of the Supplier Materials or Agent Artefacts, typically limited to:

- a) connecting approved data sources/endpoints and integrations;
- b) setting environment variables/keys and connection references;

- c) changing tenant-specific parameters, routing rules, thresholds and other values exposed by Supplier;
- d) configuring access permissions and RBAC;
- e) adding, removing, replacing, updating, or re-linking Knowledge Sources (including SharePoint links, PDFs and other artefacts), and updating the content of Knowledge Sources; and
- f) editing agent prompts, instructions, or parameters within the limits and interfaces exposed by Supplier (but not altering underlying logic or structure).

“Professional Services” means implementation, configuration, integration, deployment assistance, training, advisory services, and bespoke development performed under an SOW or Order Form.

“Source-Available Materials” means any Agent Artefacts or Deliverables provided or made accessible to Client in a human-readable, inspectable, or editable form (including source code, scripts, prompt/instruction sets, JSON/YAML, templates or exports), including where such access is inherent to deployment within Client’s environment.

“Supplier Standard Components” means Supplier’s pre-existing or general-purpose components, modules, templates, libraries, architectures, prompting patterns, workflows, data models, reports, integration patterns, and know-how (whether or not incorporated into a Deliverable), plus any improvements to them.

“Supplier Materials” means the Agents, Deliverables (excluding Client Materials), Supplier Standard Components, Source-Available Materials, Agent Artefacts (to the extent Supplier-owned), documentation, and any other materials, know-how, or work product provided or developed by Supplier in connection with this Agreement.

“SOW” means a statement of work (which may be incorporated into, or attached to, an Order Form) describing Professional Services, scope, deliverables, assumptions, acceptance criteria (if any), timelines, and applicable caps (fixed fee, maximum days, and/or day rates).

Interpretation. Headings do not affect interpretation. The words “including” and “include” mean “including without limitation”. The singular includes the plural and vice versa.

3. Agreement structure and priority

- 3.1 If there is a conflict between documents forming the contract for a particular engagement, the following order of precedence applies: **(1) the applicable Order Form and any SOW referenced in it (and, if there is an inconsistency between an Order Form and an SOW, the Order Form prevails unless it expressly states otherwise), then (2) this Agreement.**

4. Licence grant

- 4.1 Subject to payment and compliance, Supplier grants Client a non-exclusive, non-transferable, non-sublicensable licence during the applicable Order Form term to:

- a) deploy and run the Agents solely within the Client Environment; and
 - b) use the Agents for Client's internal business purposes only, in accordance with the Order Form.
- 4.2 Unless an Order Form expressly states otherwise, the licence is granted only to the Client entity signing the Order Form for use in one (1) Microsoft tenant only. Any use by Client's Affiliates is permitted only where those Affiliates are expressly listed in the Order Form and (where relevant) the Client Environment covers their use.
- 4.3 The Agents, Deliverables, and Supplier Materials are licensed, not sold.

5. Scope of Agents and Deliverables

- 5.1 Agents and/or Deliverables provided under an Order Form may include (as applicable):
- a) **Standard Agents** provided substantially as Supplier's standard offering (configured for Client's environment);
 - b) **Customised Agents** (Standard Agents customised and/or integrated for Client, including Client-specific parameters, connections and deployment); and/or
 - c) **Bespoke Agents and Professional Services** developed for Client using Supplier Standard Components and/or Client Materials.
- 5.2 The Agents, Deliverables, scope, acceptance criteria (if any), and any Professional Services will be set out in the relevant Order Form and/or SOW.

6. Restrictions

- 6.1 Client may perform only **Permitted Configuration**. Except as expressly permitted in this Agreement, or agreed in writing by Supplier, Client must not (and must ensure its employees, contractors, and authorised users do not):
- a) make any Client Modifications;
 - b) copy, reuse, extract, republish, distribute, disclose, sell, resell, rent, lease, timeshare, or otherwise make available any Supplier Materials to any third party;
 - c) export or redeploy any Agent or Agent Artefacts to any tenant, subscription, environment, or organisation other than the Client Environment;
 - d) use any Supplier Materials to build or assist in building any competing agent or product;
 - e) conduct benchmarking or performance testing for the purpose of publication or disclosure to any third party without Supplier's prior written consent (internal testing is permitted);
 - f) remove or alter proprietary notices, attribution, licensing metadata, or security controls; or
 - g) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying structure, ideas, or algorithms of any Agent Artefact or Supplier Material, except to the extent such restriction is prohibited by law.

- 6.2 Client acknowledges that access to **Source-Available Materials** is solely for deployment and operation within scope and does not grant any right to reuse outside the licence scope. Client must implement reasonable technical and organisational measures (RBAC/least privilege) to limit access to Source-Available Materials to those who need it for deployment/operations.
- 6.3 Client may update, add, remove, replace or re-link **Knowledge Sources** as **Permitted Configuration**. Where Supplier provides embedded knowledge sources as part of an Agent, Client must not edit or replace them except via **Permitted Configuration**. Client is responsible for the accuracy, legality and maintenance of its Knowledge Sources and Client Materials, and warrants it has the necessary rights and lawful basis to provide them for use as contemplated by this Agreement.

7. Client Materials

- 7.1 Client retains all rights in Client Materials.
- 7.2 Client grants Supplier a limited, non-exclusive, royalty-free licence during the term of the relevant Order Form to use Client Materials only to:
- a) configure, integrate, and support the Agents for Client; and
 - b) provide services and Deliverables under the Order Form and/or SOW.
- 7.3 Supplier must not use Client Materials to benefit any third party or general product offering unless the Order Form expressly permits it.
- 7.4 Client warrants it has the necessary rights and lawful basis to provide Client Materials for use as contemplated by this Agreement.

8. Supplier Materials, Client Modifications and intellectual property

- 8.1 Supplier owns all rights in Supplier Materials.
- 8.2 To the extent Deliverables include Client-Owned Configuration, it will be treated as Client-owned.
- 8.3 If Client (or any third party acting for Client) makes any **Client Modifications** with Supplier's prior written agreement, Client owns those Client Modifications, subject to Clause 8.4.
- 8.4 Client grants Supplier a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence to use, reproduce, modify, create derivative works from, incorporate, distribute and otherwise exploit Client Modifications for any purpose, including to improve Supplier Materials and to provide products and services to other customers, provided Supplier will:
- a) only use Client Modifications in a **De-Identified** form;
 - b) not disclose Client Confidential Information;
 - c) not identify Client; and

- d) not include verbatim excerpts of Client Materials unless Client has given prior written consent.
- 8.5 Client may provide feedback. Supplier may use feedback without restriction, provided it does not include Client Confidential Information.
- 8.6 Nothing in this Agreement prevents Supplier from independently developing, acquiring, or marketing features, functions, or enhancements that are similar to or competitive with those created or suggested by Client, provided Supplier does not use Client Confidential Information or verbatim Client Materials except as permitted under this Agreement.
- 8.7 Client must ensure any contractors who contribute to Client Modifications grant rights consistent with Clause 8.4.

9. Confidentiality

- 9.1 Each Party must keep the other's Confidential Information confidential and use it only to perform this Agreement.
- 9.2 A Party may disclose the other Party's Confidential Information to its employees, contractors, professional advisers, insurers, auditors, and (for Supplier) subcontractors, on a need-to-know basis, provided it remains responsible for their compliance with this Clause 9.
- 9.3 Confidentiality obligations do not apply to information that is public (other than by breach), independently developed, or lawfully received from a third party.
- 9.4 A Party may disclose Confidential Information to the extent required by law, regulation, or a competent authority, provided (to the extent legally permitted) it gives prompt notice to the other Party and cooperates to minimise disclosure.
- 9.5 Confidentiality survives for 5 years from termination; trade secrets survive as long as they remain trade secrets.

10. Security, data protection, Platform and access model

- 10.1 The Parties intend that the Agents run within the Client Environment and Supplier does not have access to that Environment or Client's data except as expressly agreed.
- 10.2 Supplier will not access Client Materials or Client data in the Client Environment unless:
 - a) required to deliver agreed support/services and authorised in writing by Client; or
 - b) required by law.
- 10.3 If Supplier will process personal data on behalf of Client (e.g., by remote access, telemetry that includes personal data, or hosting outside the Client Environment), the Parties will enter into a Data Processing Addendum (DPA) before such processing begins.

- 10.4 Client is responsible for (i) configuring appropriate permissions, (ii) ensuring lawful basis for any personal data used, and (iii) human review and governance for decisions relying on Agent outputs.
- 10.5 Client acknowledges that the Agents and Deliverables operate on, integrate with, or depend on third party platforms and services (including Microsoft services within the Client Environment) which are outside Supplier's control.
- 10.6 Client is responsible for obtaining and maintaining any third party licences, subscriptions, permissions, and access required to use the Platform and to run the Agents (unless an Order Form expressly states otherwise).
- 10.7 Supplier is not responsible for unavailability, changes, throttling, deprecations, or other behaviour of the Platform or third party services, except to the extent Supplier has expressly agreed to provide workarounds or remediation under an Order Form/SOW.
- 10.8 Client will provide Supplier with reasonable and timely cooperation as Supplier reasonably requires to implement, configure, verify and support the Agents and Deliverables within the Client Environment, including (where applicable):
- a) making available appropriate IT and platform administrator resources;
 - b) providing or procuring necessary access, permissions, approvals, connection set-up and network allow-listing;
 - c) providing access to relevant non-production and/or test environments, and reasonable test data and test users (excluding any Client content the Client does not wish to provide); and
 - d) participating in functional testing and acceptance checks reasonably required to confirm correct operation in the Client Environment.
- 10.9 The Agents may generate and transmit to Supplier limited technical and usage telemetry for monitoring, support and diagnostics, in summarised and/or anonymised form where practicable. Telemetry will not include Client content and will be limited to what is reasonably necessary for those purposes. Supplier may also use telemetry to measure and report usage, calculate any usage-based fees, and perform this Agreement. Supplier may publish aggregated and anonymised statistics derived from telemetry, provided they do not identify Client. If telemetry includes personal data, the Parties will put in place an appropriate DPA before such processing.

10.10 The Agents may require outbound connectivity from the Client Environment to Supplier systems (or Supplier's authorised service providers) to verify that Client has an active licence and to enable or disable access to the Agents or specific features. Such licence verification will be limited to what is reasonably necessary (for example, tenant/environment identifiers, licence keys/tokens, and usage counters) and will not include Client content. Client is responsible for configuring its environment and network controls to allow such outbound connectivity where required. If licence verification cannot be completed (including due to network restrictions) or indicates no active licence, the Agents may not function (in whole or in part). If licence verification includes personal data, the Parties will put in place an appropriate DPA before such processing.

11. Support, maintenance and change control

11.1 Support is provided on a reasonable endeavours basis, or as set out in the Order Form. Maintenance windows, SLAs, and update policies (if any) are set out in the Order Form.

11.2 Supplier may provide patches or updates to address security, performance, or compatibility issues. Client is expected to install any patches or updates provided by Supplier within a reasonable period of time, or as specified in the Order Form.

11.3 Where Professional Services are provided:

- a) the Parties will agree the scope and deliverables in an SOW (or in the Order Form);
- b) Professional Services will be subject to the commercial cap stated in the SOW/Order Form (for example: a fixed fee, a maximum number of days at an agreed day rate, and/or milestone pricing); and
- c) Supplier has no obligation to perform work beyond the agreed scope or cap unless the Parties agree a written change (for example, a change order, amended SOW, or amended Order Form).

12. Fees, invoicing and taxes

12.1 Client will pay the fees set out in each Order Form, which may include (as applicable):

- a) recurring licence or subscription fees;
- b) usage/consumption fees;
- c) Professional Services fees on a fixed-fee, milestone, or time-and-materials basis (including day rates); and
- d) any agreed expenses.

12.2 Unless otherwise stated in an Order Form: invoices are payable within 30 days; fees are exclusive of VAT (and VAT will be added where applicable); and Supplier may suspend Deliverables for overdue undisputed amounts on reasonable notice.

- 12.3 If usage/consumption fees apply, Supplier will invoice based on the metering method stated in the Order Form (or, where not stated, a reasonable method consistent with the Platform's available usage records).
- 12.4 Where usage/consumption fees apply (or where Supplier reasonably requires usage information to verify licence scope or calculate fees), Supplier may request that Client provide written usage reports, in a format reasonably requested by Supplier and covering the relevant billing period, generated from within the Client Environment (including Copilot session logs/usage logs or equivalent Platform usage records) and, where reasonably necessary, supporting information and records. Client will provide the requested report(s) and supporting information within ten (10) Business Days of Supplier's request (or such other period as stated in the Order Form). Supplier may rely on such reports, telemetry (if enabled), and/or the Platform's available usage records to invoice usage-based fees. If Client does not provide the requested report(s) within the stated timeframe, Supplier may invoice based on a reasonable estimate consistent with the available records, subject to reconciliation when the report(s) are provided. Reports should be aggregated where practicable and exclude Client content.
- 12.5 Without limiting Supplier's other rights, Supplier may charge interest on overdue undisputed amounts at 4% per annum above the Bank of England base rate, accruing daily from the due date until paid.

13. Warranties and disclaimers

- 13.1 Supplier warrants it has the right to license Supplier Materials.
- 13.2 Except as expressly stated, the Agents and Deliverables are provided as is. Supplier does not warrant that outputs will be error-free, complete, or suitable for Client's specific purpose. Client is responsible for appropriate validation and review.
- 13.3 Client acknowledges that the Agents may generate outputs using generative AI and that AI-generated outputs may be inaccurate, incomplete, or inappropriate.
- 13.4 AI-generated outputs may be affected by factors outside Supplier's control, including Client Materials, prompt/instruction changes, Knowledge Sources, permissions, data quality, third-party platform behaviour, configuration of the Client Environment, the choice of AI model (which may be selected or changed by Client at any time), and changes to the Platform (including updates or modifications made by Microsoft or other third-party providers over time).
- 13.5 Supplier does not warrant that any output will be correct, complete, fit for a particular purpose, or suitable for use without human review.
- 13.6 Client remains responsible for configuration choices (including model selection), and for applying appropriate human review, governance and controls before relying on outputs.

14. Intellectual property infringement indemnity

14.1 Supplier will defend Client against any third party claim that Supplier Materials, as provided by Supplier and used within the scope of this Agreement in the Client Environment, infringe that third party's UK intellectual property rights, and will pay any damages and costs finally awarded (or agreed in settlement) in respect of such claim.

14.2 Client must:

- a) promptly notify Supplier in writing of the claim;
- b) allow Supplier sole control of the defence and settlement (provided Supplier may not settle in a way that admits liability on behalf of Client or imposes obligations on Client without Client's consent, not to be unreasonably withheld); and
- c) provide reasonable cooperation.

14.3 Supplier has no liability under this Clause 14 to the extent the claim arises from:

- a) Client Materials;
- b) Client Modifications;
- c) use outside scope or outside the Client Environment;
- d) combination with items not provided by Supplier where the infringement would not have occurred but for such combination;
- e) Client's failure to implement updates provided by Supplier that would have avoided the claim;
or
- f) Client's failure to cease using the Agent when advised by Supplier (for example, following notification of a third-party infringement claim or allegation).

14.4 If a claim is made (or Supplier reasonably believes one may be made), Supplier may, at its option:

- a) procure the right for Client to continue using the affected Supplier Materials;
- b) modify or replace them so they are non-infringing without materially reducing functionality; or
- c) terminate the affected Order Form and refund any prepaid fees for the unused portion of the term for the affected Deliverables.

15. Limitation of liability

15.1 Nothing limits liability for death/personal injury caused by negligence, fraud, or liability that cannot be excluded by law.

15.2 Subject to 15.1, Supplier's total aggregate liability arising out of or in connection with this Agreement in any 12-month period is limited to the fees paid or payable by Client in the 12 months preceding the event giving rise to the claim.

- 15.3 Subject to 15.1, neither Party is liable for indirect or consequential loss, or loss of profits, revenue, goodwill, or anticipated savings.
- 15.4 The Parties agree that the remedies in Clause 14 are Client's sole and exclusive remedies for third party intellectual property infringement claims relating to Supplier Materials.

16. Term and termination

- 16.1 This Agreement starts on the Effective Date and continues until terminated. Each Order Form has its own term.
- 16.2 Either Party may terminate an Order Form (or this Agreement if no Order Forms remain) for material breach not remedied within 30 days of notice.
- 16.3 On expiry/termination of an Order Form:
- a) the licence granted under that Order Form ends;
 - b) Client must cease use of Supplier Materials provided under that Order Form and, within ten (10) days, remove, uninstall, disable and delete (as applicable) Supplier Materials and any associated Agent Artefacts and resources deployed for the Deliverables from the Client Environment;
 - c) Client must not retain or use any Source-Available Materials except to the extent required for legal/compliance archiving (and then only under confidentiality and no-use restrictions); and
 - d) each Party will return or delete the other's Confidential Information on request, subject to legal retention.

17. Audit and compliance

- 17.1 On reasonable notice, Supplier may request written certification of Client's compliance with Clause 6 and Clause 16.3 and, where reasonably necessary to verify such compliance, supporting information and records. Client will provide the certification and any such information/records within ten (10) days of Supplier's request.

18. General

- 18.1 Client may not assign, novate, subcontract, or transfer any of its rights or obligations under this Agreement or an Order Form without Supplier's prior written consent (not to be unreasonably withheld or delayed).
- 18.2 Supplier may subcontract the performance of its obligations (in whole or in part) to third parties, provided Supplier remains responsible for the acts and omissions of its subcontractors and for the performance of this Agreement.

- 18.3 Supplier may assign or novate this Agreement and/or any Order Form (in whole or in part) to any successor entity in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of Supplier's assets or business to which this Agreement relates, upon written notice to Client. Client agrees in advance to any such assignment or novation and will, if requested, promptly execute any documents reasonably required to give effect to it.
- 18.4 Nothing in this Agreement creates a partnership, joint venture, or relationship of employment, agency or fiduciary relationship between the Parties. Neither Party has authority to bind the other.
- 18.5 This Agreement and each Order Form/SOW constitute the entire agreement between the Parties in relation to their subject matter and supersede all prior discussions, correspondence, and understandings. Each Party acknowledges it has not relied on any statement or representation not expressly set out in this Agreement or an Order Form/SOW (except for fraudulent misrepresentation).
- 18.6 No variation of this Agreement or an Order Form/SOW is effective unless it is in writing and signed by authorised representatives of both Parties.
- 18.7 A failure or delay by a Party to exercise any right or remedy under this Agreement does not constitute a waiver of that (or any other) right or remedy. A waiver is only effective if given in writing.
- 18.8 If any provision (or part of a provision) of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it enforceable. If it cannot be modified, it will be severed and the remainder of this Agreement will continue in full force.
- 18.9 Unless expressly stated otherwise, a person who is not a Party to this Agreement has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 18.10 Neither Party will be liable for any failure or delay in performing its obligations (other than payment obligations) to the extent caused by events outside its reasonable control, including acts of God, fire, flood, war, terrorism, civil unrest, governmental action, labour disputes, and failures or outages of the Platform, networks, or utilities. The affected Party will use reasonable efforts to mitigate the impact and resume performance.
- 18.11 Any notice under this Agreement must be in writing and sent by email to the notice email address specified in the applicable Order Form (or as otherwise notified in writing). A notice is deemed received when the sending Party receives an email delivery confirmation or, if none is received, at the time of transmission provided that no automated "undeliverable" or "delivery failure" message is received. If sent after 5.00pm (UK time) or on a non-Business Day, it is deemed received at 9.00am on the next Business Day. Either Party may change its notice email address by giving notice to the other Party in accordance with this Clause 18.9. This Clause 18.9 does not apply to service of legal proceedings.

18.12 This Agreement and any Order Form/SOW may be executed in any number of counterparts, each of which is an original and all of which together form one instrument. Execution and delivery by electronic signature is permitted.

18.13 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

18.14 Any provisions that by their nature are intended to survive termination or expiry (including clauses on confidentiality, intellectual property, restrictions, liability, and accrued rights) will survive.

Schedule 1 — Commercial Order Form

This Order Form incorporates and is issued under the Software Agent Licence Agreement (version 1.1 (26/01/2026)) available at <https://dovetail.team/terms> (or attached) (the “**Agreement**”). Together, this Order Form and the Agreement form the agreement between the parties in relation to the Deliverables.

Capitalised terms have the meanings given in the Agreement. If there is any conflict between this Order Form and the Agreement, this Order Form prevails to the extent of the conflict.

A. Parties and dates

- Supplier: **Pivotal Edge AI Limited** (Company No. 15324236), of Freedom Works Bartholomew House, Bartholomew Square, Brighton, England, BN1 1JE

- Client: **[CLIENT NAME]** (Number [CLIENT NO.]) of [CLIENT ADDRESS]

Supplier and Client are together the “**Parties**”.

- Order Form **Effective Date**: [DATE]

B. Term and renewal

- Initial Term: [●] months / [●] years

- Renewal:

None (fixed term)

Auto-renews for successive periods equal to the Initial Term unless either party gives at least fourteen (14) days' written notice before the end of the then-current term

C. Agents / Deliverables (and ownership)

1) Agent(s) / Deliverables

- Agent/Deliverable 1: [Name] – [one-line description]

- Agent/Deliverable 2: [Name] – [one-line description]

- Deliverables include the Agent(s) and any Supplier-provided artefacts/technical components reasonably required for operation, as provided by Supplier.

2) Ownership (summary)

- Supplier-owned: All Supplier Materials (including all parts of the Deliverables not expressly listed as Client-Owned Configuration) remain Supplier's property and are licensed, not sold.

3) Client-Owned Configuration (if any)

- Client-Owned Configuration items: None [or state precise list of items here]

D. Fees and billing

1) Billing Start Date: [DATE] or [The Order Form Effective Date]

2) Base licence fee (payable regardless of usage)

- Base licence fee: £[●] per month year

- Invoicing (base fee): Monthly in advance Quarterly in advance Annually in advance

3) Usage (consumption) fees

- Usage metric: [e.g., sessions / runs]

- Usage rate: £[●] per [unit]

- Usage invoicing: monthly in arrears, issued within 7 days after receipt of the usage report(s) provided pursuant to clause 12.4 (and invoiced in accordance with clause 12.3).

4) Professional Services / expenses / VAT

- Professional Services [●] days at £[●] per day / Fixed fee of £[●]

- Expenses (if any): [●]

VAT charged at the prevailing rate at the time of billing.

E. Support

- Support tier: Standard (reasonable endeavours) Enhanced Premium

- Support hours / channel (if relevant): Email via support@dovetail.team UK standard business hours of Monday-Friday 9am-5pm

F. Notices (for this Order Form)

- Supplier notice email: legal@dovetail.team

- Client notice email: [●]

G. Special terms / deviations (if any)

- [None] / [●]

Signatures

Signed for and on behalf of Supplier:

Name:

Title:

Signature: __

Date: __

Signed for and on behalf of Client:

Name:

Title:

Signature: __

Date: __