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BOB AI Software as a Service (SaaS) and Related Services Agreement

This Software as a Service (SaaS) Product Supply Contract (hereinafter referred to as the "Contract") is made and entered into by and between:

PARTIES

1. The person or entity identified in the Operator pages (defined below) intending to utilise the Provider's SaaS Product (defined below) for its business operations (the "Client"); and
2. BOB AI LTD incorporated and registered in England and Wales with company number 15541626 whose registered office is at 11 Laura Place, Bath, Somerset, England BA2 4BL ("Provider")

Background

WHEREAS, the Provider is in the business of developing, maintaining, and providing SaaS products and services;

WHEREAS, the Client desires to utilise the Provider's SaaS product for its business operations;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Billing Period - the two weeks immediately preceding the 30 days in which the Invoice Deadline falls or any period otherwise agreed between the parties or stated in the invoice.

Customer - such person or persons as the Client may contract with for the sale of Products.

Confidential Information - means any non-public, proprietary, or confidential information disclosed by one Party to the other Party, whether in writing, orally, or by any other means, and includes but

is not limited to trade secrets, business plans, financial information, customer lists, and the terms of this Contract.

Data Protection Legislation - (i) unless and until the GDPR is not directly applicable in the Territory, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the Territory and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

Data - means any information, content, or materials input, uploaded, or submitted by the Client or its Users to the SaaS Product.

Intellectual Property Rights - all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Invoice Term - Net 30

Materials - all documents, papers, drawings, designs, transparencies, photos, videos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, relating to the Client's brand, business or products.

Large Language System - any additional platforms or services integrated with the Platform.

Operator pages - the pages in the Platform that contain information on the Client business name, Tax details, banking details, Fees as well as pages for the use of the Platform.

Personnel - means all persons employed by the Client to perform its obligations under this agreement together with the Client's servants, agents, suppliers and approved subcontractors used in the performance of its obligations under this agreement.

Products - means any and all products or services made available for purchase, by the Client, to Customers using the SaaS Product licensed under this agreement.

Shared Personal Data - means Personal Data received by the receiving party from or on behalf of the disclosing party, or otherwise made available by the disclosing party under this agreement.

SaaS Product - means the Provider's proprietary cloud-based software application, as described in the Operator pages, provided on a subscription basis.

Services - means the SaaS Product and any related support or maintenance services, including training, consulting, and any other services provided by the Provider under this Contract.

Term - the duration of this agreement

User - "User" means any employee, contractor, customer, or agent of the Client who is authorised by the Client to access and use the SaaS Product.

Platform - The website or smart phone application as may be operated by BOB AI and notified to the Client from time to time.

Fees - Amount due from the Client to BOB AI in consideration for use of the Platform and any other products or services provided by BOB AI to the Client.

1.2 "Data Controller" and "Personal Data" shall each have the meaning given to them by the Data Protection Legislation.

1.3 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. PROVISION OF SERVICES

2.1 The Provider shall provide the Client with access to the SaaS Product and related Services as described in the Operator pages and initial quote.

2.2 The Provider shall use commercially reasonable efforts to ensure the availability, security, and performance of the SaaS Product, as further described in the Operator pages.

2.3 The Provider shall implement appropriate technical and organisational measures to protect the Data and Confidential Information against unauthorised access, disclosure, alteration, or destruction, as further described in the Operator pages.

2.4 The Provider shall provide the Client with any updates, upgrades, or enhancements to the SaaS Product that are made generally available at no additional charge, subject to any applicable terms and conditions.

2.5 Service Level Agreement

2.5.1 Uptime and availability: The Provider shall use commercially reasonable efforts to ensure that the SaaS Product, Platform and System are available and accessible to the client 24 hours a day, 7 days a week, with an uptime of at least 98% per calendar month.

2.5.2 Support Response Time: The Provider shall provide support services to the Client via email, phone, chat, or video call during 9am to 5pm, Monday through Friday, excluding holidays. The Provider shall respond to any support inquiries within 24 hours.

2.5.3 Maintenance and Updates: The Provider shall perform routine maintenance and updates to the deliverables covered by this agreement, including but not limited to the SaaS, Product, Platform and the System as necessary to ensure continued operation and performance. Such maintenance and updates shall be performed during scheduled maintenance windows, which shall be

communicated to the client at least 7 business days in advance. The maintenance windows shall not exceed 4 hours per month.

3. Client RESPONSIBILITIES

3.1 The Client shall provide the Provider with accurate and complete information necessary for the provision of the Services, including any required technical specifications, system requirements, or other documentation.

3.2 The Client shall use commercially reasonable efforts to ensure that its Users comply with all applicable laws, regulations, and terms of this Contract when using the SaaS Product.

3.3 The Client shall be responsible for maintaining the confidentiality of any login credentials provided by the Provider and shall promptly notify the Provider of any unauthorised access or use.

3.4 The Client shall be responsible for obtaining and maintaining all necessary hardware, software, and internet connectivity required to access and use the SaaS Product.

3.5 The Client shall not: (a) modify, reverse engineer, decompile, or disassemble the SaaS Product; (b) sublicense, rent, lease, or distribute the SaaS Product to any third party; (c) use the SaaS Product for any purpose other than its internal business operations; or (d) use the SaaS Product in a manner that violates any applicable laws or regulations.

4. PAYMENT AND TERM

4.1 In consideration of the Services provided, the Client shall pay the Provider the fees set forth in the initial quote.

4.2 Payments shall be made in accordance with the payment terms specified in the initial quote. The Client shall be responsible for any taxes, duties, or other charges imposed by any government authority in connection with this Contract, excluding taxes based on the Provider's net income.

4.3 For the Billing Period the Provider shall invoice the Client the Fees due for the period in addition to:

- Applicable Ai message overage fees as detailed in the initial quotation.

4.4 The Client agrees to pay all Fees within 30 days of the Invoice. Failure to pay on time will result in the Platform being deactivated, an interest rate of 5% per month applied to the outstanding Invoices as well as Provider withholding any payments due to the Client. The Provider may suspend the Services in the event of any late payment or non-payment, subject to prior written notice to the Client.

4.5 The minimum Term of this agreement is specified in the initial quotation and rolls over thereafter into 12 month durations unless termination notice is given in accordance to the Termination clause below.

5. ADDITIONAL DEVELOPMENT AND PROFESSIONAL SERVICES

5.1 From time to time during the Term of this Contract, the Client may request that the Provider perform additional development work or provide professional services related to the SaaS Product ("Additional Services"). The scope, schedule, fees, and any specific terms and conditions applicable to such Additional Services shall be mutually agreed upon by the Parties in writing in the form of a statement of work or a separate written agreement (each, an "Additional Services Agreement").

5.2 The Provider shall perform the Additional Services in a professional and workmanlike manner, in accordance with industry standards and any specifications or requirements set forth in the applicable Additional Services Agreement.

5.3 All intellectual property rights, including but not limited to, copyrights, patents, trademarks, and trade secrets, arising out of or in connection with the Additional Services (collectively, "Work Product") shall be owned exclusively by Provider. The Client hereby accepts that this service does not constitute a 'work made for hire' and assigns to Provider all right, title, and interest in and to such Work Product, including all intellectual property rights therein, without the necessity of any further consideration.

5.4 The Provider shall have the right to use any general knowledge, skills, experience, and know-how developed or acquired by the Provider in the course of performing the Additional Services.

6. REVIEW OF PRODUCTS & PRICES

6.1. Beginning on the 12th month after the Commencement Date as detailed in the initial quotation, and on each succeeding equivalent periods during the term of this Agreement, the Fees shall be increased by an amount equal to the percentage increase in UK CPI in the previous twelve (12) month period or 5%, whichever is higher.

7. Client OBLIGATIONS

7.1. The Client shall:

7.1.1. comply with all applicable laws, including health and safety laws;

7.1.2. have in effect and will maintain in effect during the continuance of this agreement professional indemnity insurance with total cover of not less than the sum per territory as set out in the table

below for each and every claim and will not do or omit to do anything whereby such insurances may be vitiated in whole or in part;

Territory	Total Cover Amount (include currency)
UK	£2,000,000 (GBP)
Australia	\$5,000,000 (AUS Dollar)
USA and Rest of World	\$3,000,000 (USD)

7.1.3. on Providers' request, produce a valid insurance certificate for the current year's premium;

8. INTELLECTUAL PROPERTY

8.1 The Provider retains all rights, title, and interest in and to the SaaS Product and any related intellectual property, including but not limited to, copyrights, patents, trademarks, and trade secrets.

8.2 The Client is granted a limited, non-exclusive, non-transferable, revocable licence to access and use the SaaS Product solely for its internal business purposes, in accordance with the terms of this Contract.

8.3. The Client grants Provider permission to use the Materials during the term of this agreement for the purpose of promoting the business, location and the Products within the Platform. The Client warrants that the receipt and use of Materials by Provider shall not infringe the rights, including any Intellectual Property Rights, of any third party.

9. PROCESSING PERSONAL DATA

9.1. The Client shall be the Data Controller in respect of any Personal Data shared between the parties under this agreement (the "Shared Personal Data").

9.2. The Provider shall only process the Shared Personal Data for the purpose of:

1. providing the SaaS Product to the Client and End Users and/or Customers;
2. complying with the obligations under the Data Protection Legislation; and
3. complying with the legal obligations
4. Where consent is gained from the End Users and/or Customer each party shall be able to process the Personal Data in accordance with such consent.

9.3. Both parties agree that the details of processing set out in this clause are an accurate statement of each parties responsibilities for the provision of the Products to End Users and/or Customers.

9.3.1. Categories of Data - Personal Data of End Users and/or Customers provided by either party to the other party in order to provide the Products to the End Users and/or Customers. In relation to some Products this could include Special Category Data.

9.3.2. Data Subjects - Shall include any individual identified in any documents or information provided by one party to the other in conjunction with the provision of the Products.

9.4. The parties shall ensure that any Shared Personal Data is collected and processed in accordance with the Data Protection Legislation.

9.5. The disclosing party shall ensure that it is entitled to share the Shared Personal Data with the receiving party for the purposes of providing the SaaS Product, and that the disclosing party has complied with its responsibilities under the Data Protection Legislation to enable the receiving party to process the Shared Personal Data for the purpose of providing the SaaS Product;

9.6. Each party shall be separately responsible for compliance with its obligations under the Data Protection Legislation, in its capacity as Data Controller, in respect of:

1. the security of the Personal Data when it is under its control,
2. any transfers of the Personal Data outside the EEA for which that party is responsible,
3. any requests received from individuals in respect of their rights under the Data Protection Legislation exercised in respect of the Personal Data in that party's possession and/or control.

9.7. Neither party shall, by its acts or omissions, cause the other party to breach its respective obligations under the Data Protection Legislation.

9.8. The Client consents to Provider processing customer data, directly or using 3rd parties, for the purposes of providing the SaaS Product to End Users and/or Customers. Anonymised data may be processed for the purposes of statistical analysis, product development and content. Such anonymous data will not include any attributes that uniquely identify individuals, for example name, email address or phone number.

10. WARRANTIES AND DISCLAIMERS

10.1 The Provider warrants that the SaaS Product will perform substantially in accordance with the specifications and documentation provided in the Operator pages.

10.2 The Client warrants that it has the necessary rights and authority to enter into this Contract and that its use of the SaaS Product will comply with all applicable laws and regulations.

10.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, THE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT.

11. INDEMNITY

11.1. Each party shall indemnify and hold the other party and any of its employees or officers harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, that party or any of its employees or officers as a result of or in connection with:

1. any alleged or actual infringement, of any third party's Intellectual Property Rights or other rights arising out of the promotion or the use or supply of the Products or Materials by the Client;
2. any breach of the Data Protection Legislation as a result of the Client failing its obligations under clause 8 of this agreement;
3. any liability, loss, damage, injury, cost or expense sustained by a Customer or any third party as a result of the supply or use of the SaaS Product or any other goods or services supplied by the Client;

11.2. The provisions of this clause 11 shall survive termination of this agreement, however arising.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 EACH PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY THE CLIENT TO THE PROVIDER UNDER THIS CONTRACT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

12.3 The limitations of liability set forth in this Section 12 shall not apply to: (a) a Party's breach of its confidentiality obligations under Section 6; or (b) a Party's infringement, misappropriation, or violation of the other Party's intellectual property rights.

12.4. Nothing in this agreement shall limit or exclude Providers' liability for:

1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
2. fraud or fraudulent misrepresentation.

12.5. Except as set out in this agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

13. CONFIDENTIALITY

13.1. Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, Clients or suppliers of the other party including the Wholesale Prices, except as permitted by Clause 13.2.

13.2. Each party may disclose the other party's confidential information:

1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and
2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement

14. TERMINATION

14.1 This Contract shall commence on the date first written and shall continue for an initial term of 12 months (the "Initial Term"), unless terminated earlier in accordance with terms specified in the initial quotation or Section 13. Thereafter, the Contract shall automatically renew for successive renewal terms of equal duration to the Initial Term (each a "Renewal Term"), unless either Party provides written notice of non-renewal at least 90 days before the end of the then-current term. The Initial Term and any Renewal Terms shall collectively be referred to as the "Term".

14.2. Without prejudice to any other rights or remedies which Provider may have, it may terminate this agreement immediately on giving written notice to the Client if:

1. the Client is in breach of its obligations under either clause 8 of this agreement, or the Data Protection Legislation;
2. the Client commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of the Client being notified of the breach;
3. the Client suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a Clientship) has any Client to whom any of the foregoing apply;
4. the Client commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction

of that other party;

5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party;

6. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Client;

7. a floating charge holder over the assets of the Client has become entitled to appoint, or has appointed, an administrative receiver;

8. a person becomes entitled to appoint a receiver over the assets of the Client, or a receiver is appointed over the assets of the Client;

9. a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause;

11. the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

12. there is a change of control of the Client (as defined in section 574 of the Capital Allowances Act 2001).

14.3 Upon termination or expiration of this Contract for any reason:

(a) the Client's access to and use of the SaaS Product shall immediately cease;

(b) the Client shall promptly pay all outstanding fees and charges due to the Provider up to the effective date of termination or expiration;

(c) each Party shall return or destroy, as directed by the disclosing Party, all Confidential Information of the other Party in its possession or control; and

(d) the Provider shall, at the Client's request and expense, return or securely delete all Data in its possession or control, subject to any applicable legal or regulatory retention requirements.

14.4. On termination of this agreement (however arising) the accrued rights and liabilities of the parties as at termination, and clauses 10, 11, 12, 14, 25, and 27 shall survive and continue in full force and effect.

15. FORCE MAJEURE

15.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Contract (other than the payment of money) due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, labour disputes, shortages of materials, fire, flood, earthquake, explosion, power outages, governmental actions, or failures of telecommunications or internet service providers (a "Force Majeure Event"), provided

that the affected Party promptly notifies the other Party and uses its best efforts to mitigate the impact of the Force Majeure Event.

16. SALES TAX

16.1. All sums payable under this agreement are exclusive of sales tax (VAT), and the paying party shall in addition pay an amount equal to any sales tax chargeable on those sums on delivery of a sales tax invoice.

17. WAIVER

17.1. Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

17.2. No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that right or remedy.

18. SEVERANCE

18.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

19. ENTIRE AGREEMENT

19.1. This agreement and the information contained within the initial quotation and operator pages and marked as "approved" by Provider from time to time together constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.

19.2. Each party acknowledges that, in entering into this agreement, it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only remedies in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

19.3. Nothing in this clause shall limit or exclude any liability for fraud.

20. ASSIGNMENT

20.1. The Client shall not, without the prior written consent of the Provider assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

20.2. Provider may at any time, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

21. NO PARTNERSHIP OR AGENCY OR DISTRIBUTOR

21.1. Products are sold directly to the End Users and/or Customer by the Client. Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other party in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21.2. Each party confirms it is acting on its own behalf and not for the benefit of another person .

22. RIGHTS OF THIRD PARTIES

22.1. No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms

23. NOTICES

23.1. A notice or other communication given to a party under or in connection with this agreement:

(a) shall be in writing in English (or accompanied by a properly prepared translation into English);

(b) shall be signed by or on behalf of the party giving it; and
shall be sent to:

In respect of Provider: the email address specified in the Contact Us page of the Platform from time to time;

In respect of the Client: the email address specified in the My Account page of the Platform from time to time.

The provisions of this clause 24 shall not apply to the service of any process in any legal action or proceedings.

24. DISPUTE RESOLUTION

24.1. If any dispute arises in connection with this agreement, the Client and Provider shall, within 21 days of a written request from one party to the other, attempt in good faith to resolve the dispute via the telephone

24.2. Any dispute, controversy, or claim arising out of or relating to this agreement, including its interpretation, performance, breach, or termination, shall be settled by arbitration. The arbitration shall be conducted in accordance with the rules of the International Chamber of Commerce.

The arbitration shall be held virtually via online meeting and the language used in the arbitration proceeding shall be English. The arbitration shall be conducted by a panel of arbitrator(s) appointed in accordance with the rules of the selected arbitration associate/institution. The arbitrator shall have expertise and experience in the subject matter of the dispute.

The decision of the arbitrator shall be final and binding upon both parties. The arbitrator(s) shall issue a written award that includes the reasons for the decision. The parties agree to keep all arbitration proceedings and any related documents confidential, except as may be necessary to enforce or implement the arbitration award. The existence of the arbitration, the pleadings, documents, and any other matter relating to the arbitration shall be treated as confidential information and shall not be disclosed to any third party without the prior written consent of both parties, unless required by law.

Notwithstanding the foregoing, either party may seek interim or injunctive relief from a court or competent jurisdiction to protect its rights and interests pending the outcome of the arbitration proceedings.

The arbitration clause shall survive the termination or expiration of this agreement and any subsequent amendments or modifications thereto.

25. GOVERNING LAW AND JURISDICTION

25.1. This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

26. MISCELLANEOUS

26.1 This Contract, including any description of the services found in the operator pages as well as the initial quote, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, or communications, whether oral or written.

26.2 This Contract may be amended or modified only by a written instrument signed by both Parties.

26.3 The waiver of any breach or default of this Contract shall not constitute a waiver of any subsequent breach or default.

26.4 This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or transfer this Contract or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, except that the Provider may assign this Contract to an affiliate or to a successor in interest in connection with a merger, acquisition, or sale of substantially all of its assets.

26.5 All notices, requests, or other communications under this Contract shall be in writing and shall be deemed given when delivered personally, sent by overnight courier (with confirmation of receipt), or sent by registered or certified mail (return receipt requested), postage prepaid, to the addresses set forth above (or to such other address as a Party may designate by notice to the other Party).

26.6 If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions of this Contract shall continue in full force and effect.

26.7 The headings used in this Contract are for convenience only and shall not affect the interpretation of the provisions hereof.

26.8 Neither Party shall be deemed an agent, partner, joint venture, or legal representative of the other Party for any purpose, and neither Party shall have any authority to create any obligation or make any representation or warranty on behalf of the other Party.

26.9 This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, electronic mail (PDF), or other electronic means shall be deemed original signatures for all purposes.

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