



MASTER TERMS AND CONDITIONS

1. Parties

These Master Terms and Conditions ("Agreement") are entered into between:

Agentycs Limited, a company incorporated and registered in England and Wales (company number 16066135) whose registered office is at Unit 1 Shrine Barn, Sandling Road, Hythe, England, CT21 4HE ("Agentycs", "Supplier", "we", "us"); and

The customer identified in an applicable Order Form ("Customer", "you").

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, the following terms have the meanings set out below:

Term	Definition
Agreement	These Master Terms and Conditions together with any Order Form, Statement of Work (SoW), Experiment Scope, Service Level Agreement (SLA), and Data Processing Agreement (DPA) incorporated by reference.
Agentycs Platform / Platform	The proprietary software platform developed and made available by Agentycs, including applications, agentic workflows, interfaces, and underlying systems, as described in the Documentation.
Authorised Users	Employees of the Customer authorised to access and use the Platform.
Business Day	A day other than a Saturday, Sunday or public holiday in England.
Capacity Packs	Optional, chargeable additions to a Licence Edition that increase specific platform capacity limits, as specified in an Order Form.
Customer Data	All data, content or information provided by or on behalf of the Customer to the Platform.
Documentation	User guides, technical documentation and other materials made available by Agentycs describing the Platform and Services.
Effective Date	The date on which the applicable Order Form is executed by both parties.
Experiment	A time-boxed, non-production proof of concept or evaluation engagement conducted under an Experiment Scope.
Experiment Scope	A written document defining the objectives, success criteria, deliverables, assumptions,

	dependencies and limitations of an Experiment.
Fees	The fees payable by the Customer as set out in an Order Form, SoW or Experiment Scope.
Hosting Model	The deployment model selected in an Order Form, being: Agentycs UK Sovereign SaaS; Customer Private Cloud (CPC); Bring Your Own Hardware / On-Premises (BYOH); or Agentycs-in-a-Box.
Licence Edition	The subscription tier selected by the Customer (Lite, Foundation, Plus, Enterprise, Pro, or Elite), as specified in an Order Form.
Order Form	A document executed by both parties specifying the Services purchased, pricing, Hosting Model, applicable Capacity Packs and Term, and which incorporates this Agreement.
Outputs	Any results, analyses, reports, recommendations, summaries, responses, or AI-generated or system-generated content produced through use of the Platform or Services.
Professional Services	Consulting, configuration, workshops, training, integration, or other professional services provided under a SoW.
Service Level Agreement (SLA)	The document defining support availability, response commitments and service management terms applicable to the Services.
Services	The services provided by Agentycs under this Agreement, including Platform access, support services, Professional Services and Experiments, as applicable.
Statement of Work (SoW)	A document agreed by the parties defining the scope, deliverables, timeline, fees, assumptions and dependencies for Professional Services.
Term	The duration of an Order Form (including any renewal periods), as specified in that Order Form.

2.2 Interpretation

Unless the context otherwise requires: (a) words in the singular include the plural and vice versa; (b) references to clauses are to clauses of this Agreement; (c) headings are for convenience only and do not affect interpretation; (d) references to “including” mean “including without limitation”; and (e) references to writing include email.

3. Structure of the Agreement

3.1 This Agreement sets out the overarching legal terms governing the provision and use of the Platform and related Services.

3.2 No licences are granted, Services are provided, or Fees are incurred unless agreed in a written Order Form and/or SoW that expressly incorporates this Agreement.

3.3 Order of precedence. In the event of any conflict or inconsistency, the following order of precedence applies: (1) Order Form or SoW; (2) Experiment Scope (if applicable); (3) SLA; (4) DPA; (5) these Master Terms and Conditions.

4. Licence Grant and Acceptable Use

4.1 Subject to payment of the applicable Fees and compliance with this Agreement, Agentycs grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform and Documentation solely for the Customer's internal business purposes during the Term.

4.2 Use of the Platform is limited to the Licence Edition, Capacity Packs (if any), and Hosting Model specified in the applicable Order Form.

4.3 The Customer shall ensure that Authorised Users keep login credentials secure and shall be responsible for all activity occurring under its account.

4.4 The Customer shall not (and shall not permit any third party to): (a) copy, modify, create derivative works from, mirror, republish, download, display, transmit or distribute the Platform or Documentation; (b) reverse engineer, decompile or disassemble the Platform; (c) access the Platform to build or support a competing product or service; (d) resell, sublicense or make the Platform available to any third party; (e) introduce malware, vulnerabilities or unlawful content; or (f) use the Platform in breach of applicable law.

5. Hosting Models and Allocation of Responsibility

The parties' responsibilities vary depending on the Hosting Model selected in the applicable Order Form.

5.1 Agentycs UK Sovereign SaaS

Agentycs is responsible for hosting, infrastructure management, monitoring, patching, and backups within UK sovereign environments. The Customer is responsible for managing Authorised Users, access controls within its organisation, and the content, legality and quality of Customer Data.

5.2 Customer Private Cloud (CPC)

The Platform is deployed within the Customer's cloud tenancy. The Customer is responsible for all underlying infrastructure, cloud security configuration, network controls, identity and access management, and associated cloud costs. Agentycs is responsible solely for the Platform layer and any Professional Services expressly agreed in a SoW.

5.3 BYOH / On-Premises

The Customer provides and manages all hardware, infrastructure, and operating environments. Agentycs provides the software, updates, Documentation, and (where agreed) Professional Services only, and has no responsibility for the performance, availability, security, or resilience of the Customer's infrastructure or operating environment.

5.4 Agentycs-in-a-Box

Agentycs supplies a pre-configured hardware appliance sold as a one-off purchase. Software is licensed separately. The Customer is responsible for physical security, site conditions (including power, cooling and connectivity), and operating conditions.

5.5 Third-party dependencies. The Customer acknowledges that the Services may depend on third-party services (including cloud, networking, or identity providers). Agentycs is not responsible for outages or failures attributable to third parties outside Agentycs' reasonable control.

6. Support and Service Levels

6.1 Support Services are provided in accordance with the SLA referenced in the applicable Order Form.

6.2 Support is delivered during UK business hours on a best-efforts basis unless expressly agreed otherwise in writing.

6.3 No service availability, uptime percentage, or continuous operation is guaranteed unless explicitly stated in an Order Form.

7. Professional Services and Experiments

7.1 Professional Services (including workshops and training) are provided only where agreed in a SoW.

7.2 Experiments are provided only where agreed in an Experiment Scope and are: (a) non-production and time-boxed; (b) not subject to the SLA; (c) provided without warranties or guarantees of outcome; and (d) provided for evaluation and learning purposes only.

7.3 Intellectual property. Agentycs retains all intellectual property rights in the Platform, methods, tooling and know-how. The Customer retains ownership of Customer Data. Unless otherwise agreed in writing, Outputs are licensed to the Customer for internal business purposes only.

8. Fees and Payment

8.1 Fees are set out in the applicable Order Form, SoW or Experiment Scope and are payable in pounds sterling (GBP), exclusive of VAT.

8.2 Unless otherwise stated, recurring licence fees are invoiced annually in advance. Professional Services and Experiments may be invoiced as set out in the relevant SoW or Experiment Scope.

8.3 Fees are non-cancellable and non-refundable, except as expressly provided in this Agreement.

8.4 If the Customer fails to pay Fees when due, Agentycs may suspend access to the Services on reasonable written notice until payment is received.

9. Data Protection

9.1 Each party shall comply with applicable data protection laws.

9.2 Where Agentycs processes personal data on behalf of the Customer, the DPA forms part of this Agreement and applies.

9.3 The Customer is responsible for ensuring it has all necessary rights, notices and consents to provide Customer Data to Agentycs for processing under this Agreement.

10. Confidentiality

10.1 Each party shall keep the other party's confidential information confidential and shall use it only to perform its obligations under this Agreement.

10.2 Confidentiality obligations do not apply to information that is public (other than through breach), was lawfully known to the recipient before disclosure, or is required to be disclosed by law or a competent authority.

11. Warranties and Disclaimers

11.1 The Platform and Services are provided on an "as is" and "as available" basis.

11.2 Agentycs does not warrant that the Customer's use of the Platform will be uninterrupted or error-free, or that Outputs will meet the Customer's requirements. The Customer remains responsible for decisions made using Outputs.

12. Limitation of Liability

12.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

12.2 Subject to clause 12.1, neither party shall be liable for loss of profits, loss of business, loss of goodwill, or any indirect or consequential loss.

12.3 Subject to clause 12.1, Agentycs' total aggregate liability arising in connection with an Order Form shall not exceed 100% of the Fees paid under that Order Form in the twelve (12) months preceding the claim.

13. Term and Termination

13.1 This Agreement commences on the Effective Date and continues for the Term specified in the applicable Order Form.

13.2 Either party may terminate an Order Form with immediate effect by written notice if the other party commits a material breach which is not remedied within thirty (30) days of notice, or becomes insolvent.

14. Force Majeure

14.1 Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) where such failure or delay results from an event beyond its reasonable control (a Force Majeure Event).

14.2 A Force Majeure Event includes, but is not limited to: acts of God; flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack; war, civil commotion or riots; governmental or regulatory action; interruption or failure of utilities, telecommunications, internet services, or third-party cloud or infrastructure providers.

14.3 The affected party shall notify the other party as soon as reasonably practicable and use commercially reasonable efforts to mitigate the impact.

14.4 If a Force Majeure Event continues for more than ninety (90) days, either party may terminate the affected Order Form on written notice without liability, save for Fees accrued prior to termination.

15. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

16. General

16.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter.

16.2 Variation. No variation of this Agreement shall be effective unless in writing and signed by authorised representatives of both parties.

16.3 Assignment. The Customer may not assign or transfer this Agreement without Agentycs' prior written consent.

16.4 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.