AIOS End User Licence Terms

Document: AIOS End User Licence Terms

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These terms are supplied with every AIOS build as LICENCE.md. The LICENCE.md file in each build names the Licensee, the Licensor, the Supplier and the licence and build identifiers to which these terms apply.

1. About these terms

1.1 These terms set the minimum conditions on which the Licensee may use the Build. They apply however the Licensee obtained it: from the Licensor directly, or through a partner, distributor or reseller.

1.2 If the Licensee has a signed contract with the Licensor or another Supplier that covers the same matters, that contract applies as well and prevails where it conflicts with these terms. But no contract reduces the restrictions in clauses 4 to 6, or the rights of any Licensor under clause 9, unless that Licensor has agreed in writing, and no Supplier can grant rights in material it does not own wider than those it is itself licensed to grant.

1.3 The Licensee accepts these terms when it confirms acceptance at handover, or when it installs, enables or uses the Build, whichever happens first. Whether or not these terms bind the Licensee as a contract, clause 3 sets out the only permission the Licensors give to copy, use and modify the Licensed Materials. Any copying, use or sharing outside it is not permitted by the owners of the copyright in them.

2. Definitions

Build: the AI operating system build identified by the Build ID in the LICENCE.md file supplied with it, including its plugin, skills, agents, prompts, scheduled-task instructions, knowledge-base structure, templates and files, and any updates supplied for it.

Licensed Materials: the Build, and the guides, training materials, dashboards, knowledge packs and documentation supplied with it or for it.

Licensee Group: the Licensee and any company that controls it, is controlled by it, or is under common control with it, where control means owning more than half of the shares or voting rights.

Authorised Users: employees and contractors of the Licensee Group acting on its behalf.

Entitlements: updates, new releases, support, hosted services and access to the channels through which they are supplied.

Licensors: the Licensor and each person from whom the Licensor derives its rights in the Licensed Materials, directly or indirectly.

Notices: copyright and licence notices, the Licence ID and Build ID, this file, NOTICE.md, file headers and frontmatter lines, and identifying markers in the Licensed Materials.

Supplier: the party that supplied the Build to the Licensee, which may be the Licensor or a partner, distributor or reseller.

3. Licence

3.1 The Licensors, each so far as its own rights in the Licensed Materials extend, grant the Licensee a worldwide, non-exclusive, non-transferable licence to use, copy and modify the Licensed Materials for the internal business purposes of the Licensee Group, including the operation of customer-facing systems where the Licensee's order provides for it. The licence starts on delivery. It is perpetual for so long as all fees due for the Build have been paid; if fees due for the Build are unpaid, it may be suspended until they are paid.

3.2 The Licensee may let Authorised Users use the Licensed Materials for those purposes. The Licensee is responsible for what they do with them.

3.3 The Licensee owns its own data and content. Modified copies of the Licensed Materials remain Licensed Materials and stay subject to these terms.

3.4 The Licensee may transfer this licence only to a buyer of all or substantially all of its business, on written notice to the Supplier, and only if the buyer agrees to these terms.

3.5 All rights not expressly granted are reserved by the Licensors.

3.6 Nothing in these terms stops the Supplier maintaining, supporting or modifying the Build for the Licensee.

4. What the Licensee must not do

4.1 Except as these terms or a signed contract with the Licensor expressly allow, and except to the extent the law does not allow the restriction, the Licensee must not, and must not let anyone else:

(a) sell, resell, rent, lend, sub-license, distribute, publish, share or otherwise make the Licensed Materials, or any part of them, available to any person outside the Licensee Group and its Authorised Users, other than its professional advisers, auditors, insurers and regulators under a duty of confidence or as the law requires;

(b) use the Licensed Materials, or anything derived from them, to create, train, configure, offer or support an AI operating system, template, method, product or service for anyone outside the Licensee Group;

(c) reverse engineer, decompile or disassemble any software in the Licensed Materials, or systematically extract, reproduce or rewrite (including by paraphrase or by automated means) their content, structure or method for a purpose prohibited by (a) or (b); or

(d) remove, alter or obscure any Notices.

5. Notices and markers

5.1 The Licensee must keep all Notices in place on every copy, including modified copies. A file the Licensee modifies keeps the Licence ID and Build ID of this Build.

5.2 The Build contains identifying markers that are unique to it. They do not affect how the Build works and do not collect or send any information.

6. Confidentiality

6.1 The Licensed Materials, and the methods and structure they embody, are confidential to the Licensors and are supplied to the Licensee in confidence. The Licensee must keep them confidential, use them only as these terms allow, and disclose them only to Authorised Users who need them, and to its professional advisers, auditors, insurers and regulators, in each case under confidentiality duties at least as strict as this clause.

6.2 This clause does not apply to information that is public other than through a breach of these terms or of any licence of the Licensed Materials, or to disclosure the law requires.

6.3 This clause applies for as long as the Licensee Group holds any copy of the Licensed Materials.

7. Updates, support and hosted services

7.1 The licence in clause 3 is perpetual. Entitlements are separate: they are available only while the Licensee has a current support agreement with its Supplier, and on the terms of that agreement.

7.2 When the Entitlements end, the Licensee keeps the Build as it then stands. Updates, hosted services and access to delivery channels stop, and any credentials issued for them may be revoked.

7.3 The Build may report its Licence ID, Build ID, version and the date to the Licensor's licence service, so that updates and support can be managed. It does not report the Licensee's content or any personal data. The licence service sees the technical address of the connection, as any web service does, and uses it only to run and secure the service.

8. Confirmation of use

8.1 On written request from the Licensor or the Supplier, made no more than once in any twelve months (or at any time where there are reasonable grounds to believe these terms have been breached), the Licensee must, within twenty business days, confirm in writing which builds (by Build ID) and other Licensed Materials it uses, where, and that it is complying with these terms.

9. Rights of the Licensors

9.1 Each Licensor may enforce clauses 3.2 to 3.5, 4 to 8 and 11 against the Licensee directly, under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

9.2 No variation or waiver of these terms agreed between the Licensee and a Supplier affects a Licensor's rights under clause 9.1 unless that Licensor agrees to it in writing.

9.3 A Licensor that is not the Licensee's Supplier has no obligation or liability to the Licensee under these terms.

10. Third-party components

10.1 NOTICE.md lists third-party components that the Build includes or depends on. Each is licensed by its owner on its own terms, which these terms do not change. Claude and the other AI services the Build runs on are provided under the Licensee's own agreements with their providers.

11. Breach

11.1 Damages alone may not be an adequate remedy for a breach of clauses 4 to 6, and each Licensor may seek an injunction or other equitable relief.

11.2 If the Licensee is in material breach of these terms, Entitlements may be suspended until the breach is put right.

11.3 If the Licensee commits a serious breach of clause 4.1(a) or (b) and does not put it right within thirty days of written notice from a Licensor or the Supplier, the licence in clause 3 ends for the copies of the Licensed Materials involved in the breach, and the Licensee must stop using them and delete them. Clause 3.1 is subject to this clause.

12. Warranties and liability

12.1 These terms grant a licence. Warranties, support commitments and liability are set out in the Licensee's contract with its Supplier. To the extent there is no such contract, and so far as the law allows, the Licensed Materials are provided as they are, without warranty.

12.2 Output produced with the Build by an AI system may be inaccurate or incomplete. The Licensee is responsible for reviewing it before relying on it.

12.3 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else the law does not allow to be limited.

13. General

13.1 Clauses 4 to 6, 8, 9, 11 and 13 survive the end of any support agreement and of any contract with a Supplier.

13.2 If any part of these terms is unenforceable, the rest remains in force.

13.3 These terms, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

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