LEGAL · TERMS

Terms of Service

The terms on which Airtight Systems Ltd provides its Website, Zeon services and the Design Partner Programme to business customers.

STRUCTURE	CUSTOMERS	FRAMEWORK
Parts A · B · C	**Business only**	**General Terms**
Website · Services · Design partners	Not offered to consumers	Common legal terms apply

Version 1.0 · Effective date: 20 October 2026 · Specific Terms under the General Terms and Conditions · Read alongside the Zeon Software Licence Agreement and the Privacy & Cookie Policy

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11. Design Partnership Programme

How these Terms are organised. Part A applies to everyone who uses our Website. Part B applies to organisations that buy installation, support and other services from us. Part C applies to organisations that join our Design Partner Programme.

Parts B and C are Specific Terms under our **General Terms and Conditions**, which contain the common legal terms (fees, liability, confidentiality, termination and so on). The Zeon software is licensed under the **Zeon Software Licence Agreement**.

1. About these Terms

1.1 These Terms of Service (the "**Terms**") are issued by **Airtight Systems Ltd**, a company registered in England and Wales under company number 17321381, whose registered office is at Flat 30 Kent House, Romney Place, Maidstone, Kent ME15 6LA, United Kingdom ("**Airtight Systems**", "**we**", "**us**" or "**our**"). You can contact us at info@airtight-systems.co.uk.

1.2 By using our Website you agree to Part A. Parts B and C become binding on an organisation (the "**Customer**", or, under Part C, the "**Design Partner**") when it signs, or otherwise accepts, an Order Form or Design Partner Schedule that refers to these Terms.

1.3 Parts B and C are Specific Terms, as defined in our **General Terms and Conditions** (the "**General Terms**"). The General Terms apply to every Contract that incorporates Part B or Part C, and they contain the provisions on contract formation, fees and payment, intellectual property, confidentiality, data protection, liability, suspension, termination and general legal matters.

1.4 If there is a conflict between these Terms and other contract documents, clause 3 of the General Terms decides which document takes priority. Under clause 3.4 of the General Terms, Part C takes priority over the Licence Agreement and the General Terms in relation to a Pilot.

2. Definitions and interpretation

2.1 Words defined in the General Terms, such as Business Day, Contract, Customer Data, Deployment Environment, Documentation, Fees, Order Form, Services and Software, have the same meanings in these Terms. Clause 2.2 of the General Terms applies to the interpretation of these Terms.

2.2 In Part A, "**you**" means any person who uses the Website.

PART A

Website Terms of Use

3. Using our Website

3.1 Our Website gives general information about Airtight Systems and Zeon. It is not an offer that can be accepted. Product descriptions, capability statements, roadmap items and pricing indications on the Website may change, and they are binding only if they are included in an Order Form.

3.2 We make the Website available free of charge, but we do not guarantee that it will always be available or free of errors. We may suspend, withdraw or change any part of the Website without notice.

3.3 Nothing on the Website is legal, regulatory, security or other professional advice. Any reliance you place on its content is at your own risk.

3.4 Our Privacy & Cookie Policy explains how we use personal data and cookies collected through the Website.

4. Acceptable use of the Website

4.1 You must not:

(a) use the Website in any way that breaches any law or regulation, or that is fraudulent or harmful;

(b) attempt to gain unauthorised access to the Website, the server on which it is stored or any connected system, or carry out penetration testing or vulnerability scanning without our prior written consent (which would breach the Computer Misuse Act 1990);

(c) introduce viruses, malware or other harmful material, or launch a denial-of-service attack;

(d) scrape, harvest or extract content or data from the Website by automated means, including to train any AI or machine-learning model; or

(e) use the Website to send unsolicited marketing.

4.2 If you think you have found a security vulnerability in the Website or the Software, please report it responsibly to info@airtight-systems.co.uk. We will acknowledge your report and keep you informed of our progress.

5. Website content, liability and governing law

5.1 We or our licensors own all intellectual property rights in the Website and its content, including the names Airtight Systems and Zeon, our logos and our designs. You may view and print pages for your organisation's internal evaluation of our products, but for no other purpose.

5.2 The Website may link to third-party sites. These links are provided for information only, and we are not responsible for the content of those sites.

5.3 To the extent permitted by law, we exclude all liability for any loss arising from your use of the Website. Nothing in this Part A limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded. Subject to that, our total liability to any person in connection with the Website alone is limited to £100.

5.4 Part A, and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

PART B

Services

6. Services

6.1 We will provide the Services described in the Order Form with reasonable skill and care, in accordance with good industry practice, and using appropriately experienced personnel.

6.2 **Installation.** Unless the Order Form states otherwise, we will install the Software in the Deployment Environment, run the zero-egress self-test, configure the agreed users, clearance levels and matters, and give administrator training.

6.3 **Support.** Support and maintenance are provided for the Licence Term at the service level that applies to the Customer's Edition, as set out in Schedule 1 of the Licence Agreement. Updates are delivered as signed offline update packages, which the Customer chooses when to install.

6.4 **Partners.** With the Customer's written approval, a Managed Service Provider or reseller authorised by us may deliver some or all of the Services. If it does, the Order Form will say which party is responsible for which Services.

6.5 We will make reasonable efforts to meet any dates in an Order Form, but those dates are estimates unless the Order Form expressly says that time is of the essence. We are not responsible for any delay caused by the Customer's failure to perform its obligations under clause 7.

7. Customer responsibilities

7.1 In addition to its obligations under clause 6 of the General Terms, the Customer must:

(a) supply, install and maintain hardware that meets the minimum specification in the Documentation, including a suitable NVIDIA GPU for the AI Data Layer;

(b) keep the Deployment Environment isolated from the public internet and untrusted networks, as the Documentation requires, and must not bridge the Software's host systems to any public network;

(c) provide safe, timely access to its premises, systems and people, and nominate a business sponsor and an IT or security lead;

(d) make and test its own backups of Customer Data and of the Deployment Environment; and

(e) tell us in advance about any site security rules that our personnel must follow.

7.2 We are not liable for any failure or delay caused by the Customer's breach of clause 7.1. We may charge for any additional work it causes, as set out in clause 6.4 of the General Terms.

8. On-site work and Customer Data

8.1 The Software is designed so that we do not need access to Customer Data. Customer Data belongs to the Customer and stays in the Deployment Environment.

8.2 Where our personnel need to work in the Deployment Environment, they will do so on site or by any supervised method the Customer approves. They will follow the Customer's reasonable security and site rules that the Customer has notified to us under clause 7.1(e).

8.3 We will not copy, export or remove Customer Data from the Deployment Environment unless the Customer instructs us to in writing, for example to diagnose a fault. Any diagnostic material we take away will be the minimum necessary, held securely, and deleted once the fault is resolved.

8.4 If we process personal data on the Customer's behalf in performing the Services, clause 9.2 of the General Terms (Data Processing Agreement) applies.

9. Service warranty

9.1 If Services do not meet the standard in clause 6.1, and the Customer tells us so in writing within 30 days of their performance, we will re-perform them at no charge. If we cannot do so within a reasonable time, we will refund the Fees paid for the affected Services. Subject to clause 12.1 of the General Terms, this is the Customer's sole remedy for breach of clause 6.1.

9.2 Warranties for the Software are set out in the Licence Agreement. Clause 11.3 of the General Terms applies to the Services.

10. Duration of Services

10.1 Services start and end on the dates set out in the Order Form. Support and maintenance Services run alongside, and end at the same time as, the Licence Term under the Licence Agreement.

10.2 Either party may terminate the Services in the circumstances set out in clause 14 of the General Terms, which also sets out the consequences of termination.

PART C

Design Partnership Programme

11. Design Partnership Programme

About the programme. We are working with a small cohort of regulated organisations to deploy Zeon in real environments and to shape its roadmap. This clause sets out the terms of that partnership. Each Design Partner's commercial details are recorded in a short Design Partner Schedule (a template is in the Annex).

11.1 **Programme and eligibility.** The Design Partner Programme (the "**Programme**") is open by invitation or application to UK organisations, typically with 80 to 300 employees, in regulated, document-heavy sectors such as legal services, managed IT and security services, accounting and tax, and non-diagnostic private healthcare. Places in each cohort are limited. We decide which organisations to admit, and applying creates no obligation on either party.

11.2 **Documents.** A design partnership is made up of: (a) a Design Partner Schedule signed by both parties; (b) a mutual non-disclosure agreement; (c) where a free Proof-of-Concept session is held first, our Software Evaluation Agreement; (d) this clause 11; and (e) the General Terms, the rest of these Terms and the Licence Agreement, as modified by this clause 11.

11.3 **Stages.** The Programme normally runs in four stages:

(a) **Discovery:** a short call, free of charge, to confirm fit: the data involved, the compliance driver and the workflow to be improved;

(b) **Proof of Concept (optional):** a guided evaluation session, normally lasting up to two hours, under our Software Evaluation Agreement, followed by an evaluation period of up to four weeks;

(c) **Pilot:** a paid deployment, normally of six to eight weeks (the "**Pilot Period**"), on the Design Partner's own air-gapped hardware, using its real data and measured against the Success Criteria; and

(d) **Conversion:** if the Success Criteria are met, the Design Partner may move to an annual Core, Regulated or Regulated Plus licence under the Licence Agreement.

11.4 **Pilot Fee.** The Design Partner will pay the pilot fee set out in the Design Partner Schedule, which is normally between £7,500 and £12,500 plus VAT (the "**Pilot Fee**"). Unless the Schedule says otherwise, we will invoice the Pilot Fee when the Schedule is signed, and it is payable within 30 days.

11.5 **Credit on conversion.** If the Success Criteria are met and the Design Partner signs an Order Form for an annual licence within 30 days after the end of the Pilot Period (the "**Conversion Window**"), we will credit 100% of the Pilot Fee against the first year's licence fee. The credit has no cash value and cannot be transferred.

11.6 **No obligation to convert.** The Design Partner is under no obligation to buy a licence. The Pilot Fee is not refundable, except that if we fail, for reasons within our control, to deploy the Software in the Deployment Environment within 30 days of the agreed start date, the Design Partner may end the Pilot and receive a full refund of the Pilot Fee.

11.7 **Pilot licence.** During the Pilot Period, we grant the Design Partner a non-exclusive, non-transferable, time-limited licence to install and use the Software in the Deployment Environment on the terms of the Licence Agreement, for the purpose of the Pilot. The Pilot may use real Customer Data. However, the Design Partner must not rely on the Software as the only control in any production or client-facing process during the Pilot. The pilot activation key expires at the end of the Pilot Period unless the parties convert or extend in writing.

11.8 **Success Criteria.** The Design Partner Schedule will set out objective success criteria (the "**Success Criteria**"). Unless the parties agree otherwise, these will include:

(a) zero observed outbound network communication from the Software during a packet-capture test;

(b) zero unauthorised retrieval of documents across clearance levels or matters during a red-team test;

(c) a measured reduction in manual document-review time for the agreed workflow, against the agreed baseline; and

(d) ingestion reliability within the limits stated in the Documentation for the release being piloted.

Within 10 Business Days after the Pilot Period ends, we will issue a short evaluation report, together with the supporting evidence. The Success Criteria are treated as met unless, within a further 10 Business Days, the Design Partner gives written reasons, by reference to the report, why a criterion has not been met.

11.9 **Design Partner commitments.** The Design Partner will: (a) nominate a business sponsor and an IT or security lead; (b) provide hardware and an isolated network that meet the Documentation; (c) take part in a kick-off meeting, regular progress check-ins (normally fortnightly) and a close-out review; (d) give structured Feedback; and (e) cooperate in the packet-capture and red-team tests.

11.10 **Our commitments.** We will: (a) assign a named technical lead and give the Design Partner direct access to our engineering team during the Pilot; (b) install, configure and support the Software; (c) prioritise fixing defects that affect the Success Criteria; (d) hold at least one roadmap session with the Design Partner; and (e) provide the evidence pack for the zero-egress validation.

11.11 **Roadmap influence.** We will consider the Design Partner's requirements in good faith when planning our roadmap. However, roadmap discussions are not commitments to deliver any feature by any date, and the Design Partner must not rely on future functionality when deciding whether to buy. The Programme is not exclusive, and either party may work with others, including competitors of the other.

11.12 **Feedback and intellectual property.** Clause 7 of the General Terms (Intellectual property and Feedback) applies to the Programme. We own all improvements, enhancements and derivative works of the Software, including those inspired by Feedback. The Design Partner owns its Customer Data. Any indexes, embeddings, configurations or locally tuned model artefacts derived from Customer Data stay in the Deployment Environment, and are deleted at the Design Partner's request when the Pilot ends without conversion. We will not use Customer Data to train or improve models outside the Design Partner's own environment.

11.13 **Early-partner terms.** In recognition of their contribution, Design Partners that convert within the Conversion Window will receive the early-partner commercial terms set out in their Design Partner Schedule. These may include a fixed licence price for the first 12 months, a discount on list price, and priority access to new editions and integrations.

11.14 **Publicity and references.** The Design Partner Schedule will record which of the following the Design Partner agrees to: use of its name and logo in our customer lists; an anonymised case study; a named case study; a quotation or testimonial; and taking part in reference calls. Each use requires the Design Partner's prior written approval of the final wording. Unless and until the Design Partner agrees, any reference to the Pilot will be anonymised. The Design Partner may withdraw its approval for future uses at any time.

11.15 **Pilot disclaimers and liability.** The Software provided in a Pilot may include pre-release or preview features, which we identify in the Design Partner Schedule. These are provided "as is", and the warranties in the Licence Agreement do not apply to them. Subject to clause 12.1 of the General Terms, our total aggregate liability arising out of or in connection with a Pilot is limited to the Pilot Fee paid.

11.16 **Ending a Pilot.** Either party may end a Pilot by giving 10 Business Days' written notice. When a Pilot ends without conversion, we will uninstall the Software, or the Design Partner will securely delete it and confirm that it has done so in writing. All Customer Data remains with the Design Partner, in its own environment.

11.17 **Confidential terms.** The terms of each Design Partner Schedule, including the Pilot Fee and early-partner terms, are Confidential Information of both parties.