LEGAL · GENERAL TERMS

General Terms and Conditions

The common terms that apply to every contract under which Airtight Systems Ltd licenses Zeon, provides services or runs a design-partner pilot.

APPLIES TO	CUSTOMERS	LAW
Every contract	**Business only**	**England & Wales**
Licences · Services · Pilots	Not offered to consumers	Exclusive jurisdiction

Version 1.0 · Effective date: 20 October 2026 · Read alongside the Zeon Software Licence Agreement, the Terms of Service and the End-User Licence Agreement

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How these General Terms work. These General Terms and Conditions are the common terms for every contract between Airtight Systems and its customers. Product- and service-specific terms sit alongside them: the **Zeon Software Licence Agreement** for the software, the **Terms of Service** for our Website, services and Design Partner Programme, and the **End-User Licence Agreement** for the individuals who use Zeon.

If a specific document says something different from these General Terms, the specific document takes priority (see clause 3).

1. About these General Terms

1.1 These General Terms and Conditions (the "**General 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 These General Terms apply to every Contract under which we license the Software, provide Services or run a Pilot for a customer (the "**Customer**").

1.3 We contract only with businesses and other organisations. The Customer confirms that it is acting in the course of its trade, business or profession, and not as a consumer, and that the Consumer Rights Act 2015 therefore does not apply. Anyone who accepts a Contract on behalf of an organisation confirms that they have authority to bind it.

1.4 These General Terms apply in place of any terms that the Customer seeks to impose or incorporate, for example in a purchase order, supplier portal or invoice, and in place of any terms implied by trade, custom or course of dealing.

2. Definitions and interpretation

2.1 In these General Terms and in each of the Specific Terms, the following definitions apply unless the context requires otherwise:

"Authorised User" means an individual whom the Customer authorises to use the Software, as further described in the Licence Agreement.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England.

"Confidential Information" has the meaning given in clause 8.1.

"Contract" means a contract between Airtight Systems and the Customer that is formed under clause 4. It consists of an Order Form or Design Partner Schedule, the Specific Terms that it incorporates, and these General Terms.

"Customer Data" means all documents, data, prompts, outputs, indexes, user records, logs and other content that the Customer or its Authorised Users load into, generate with or store in the Software, or make available to us in connection with a Contract.

"Data Processing Agreement" means a data processing agreement between the parties that meets the requirements of Article 28 UK GDPR.

"Deployment Environment" means the Customer-owned or Customer-controlled hardware and isolated network on which the Software is installed, as described in the Order Form.

"Design Partner Schedule" means a schedule signed by both parties for a Pilot under the Design Partner Programme described in Part C of the Terms of Service.

"Documentation" means the installation, administrator and user guides, release notes, technical specifications and third-party notices for the Software, as we update them from time to time.

"EULA" means the Zeon End-User Licence Agreement, which each Authorised User accepts before using the Software.

"Feedback" means comments, suggestions, ideas, bug reports, feature requests and other feedback about the Software or the Services.

"Fees" means the licence fees, service fees, Pilot Fees and other charges set out in an Order Form or Design Partner Schedule.

"Insolvency Event" means, in relation to a party, that it becomes unable to pay its debts as they fall due; enters administration, liquidation (other than a solvent reorganisation) or any composition or arrangement with its creditors; has a receiver appointed over any of its assets; ceases or threatens to cease carrying on business; or suffers anything equivalent in any jurisdiction.

"Intellectual Property Rights" means patents, copyright, database rights, rights in software, trade marks, design rights, rights in confidential information and know-how, and all similar rights anywhere in the world, whether registered or not.

"Licence Agreement" means the Zeon Software Licence Agreement.

"Managed Service Provider" means a third-party IT or security provider that the Customer appoints to operate the Software on its behalf, and that we have approved in writing.

"Order Form" means an order form, quotation or statement of work that refers to these General Terms and that both parties have signed or accepted under clause 4.

"Pilot" and **Pilot Fee** have the meanings given in Part C of the Terms of Service.

"Services" means the services described in an Order Form, which may include installation, configuration, support and maintenance, training, consultancy and Pilot services.

"Software" means the Zeon platform, including the Zeon Client, the AI Data Layer and the model components distributed with them, together with their updates and the Documentation.

"Specific Terms" means the Licence Agreement, the Terms of Service, any Data Processing Agreement, any Design Partner Schedule and any special terms in an Order Form.

"Terms of Service" means the Airtight Systems Terms of Service.

"Website" means www.airtight-systems.co.uk and any other website we operate that links to these General Terms.

2.2 In these General Terms and the Specific Terms: headings do not affect interpretation; "including" and similar words are illustrative and do not limit the words before them; the singular includes the plural and the reverse; a reference to legislation includes that legislation as amended, extended or replaced, and any subordinate legislation made under it; and "writing" and "written" include email.

3. Contract documents and order of precedence

3.1 Our contractual documents work together as follows:

DOCUMENT	WHAT IT COVERS	WHO IT BINDS
General Terms and Conditions	Common terms for every Contract: definitions, ordering, fees, intellectual property, confidentiality, data protection, liability, termination and general legal terms	Airtight Systems and the Customer
Zeon Software Licence Agreement	The licence to install and use the Software, Editions, activation, updates, support levels, software warranties and IP indemnity	Airtight Systems and the Customer
Terms of Service	Part A: use of the Website. Part B: installation, support and other Services. Part C: the Design Partner Programme and Pilots	Website users (Part A); the Customer (Parts B and C)
End-User Licence Agreement	How individual Authorised Users may use the Software, including acceptable use and the audit-trail notice	Airtight Systems and each Authorised User

DOCUMENT	WHAT IT COVERS	WHO IT BINDS
Order Form / Design Partner Schedule	Commercial details: Edition, Installations, Fees, dates, Pilot terms and any special terms	Airtight Systems and the Customer
Data Processing Agreement	Where we process personal data on the Customer's behalf, for example during on-site support	Airtight Systems and the Customer
Privacy & Cookie Policy	How we handle personal data as a controller, and our Website cookies	Information notice (not contractual)

3.2 Each Contract consists of the Order Form or Design Partner Schedule, the Specific Terms that it refers to, and these General Terms.

3.3 **Order of precedence.** If there is a conflict between the documents that make up a Contract, they take priority in the following order:

(a) any special terms in the Order Form or Design Partner Schedule;

(b) any Data Processing Agreement, in relation to the processing of personal data;

(c) the Licence Agreement, in relation to the Software;

(d) the Terms of Service, in relation to the Website, the Services and the Design Partner Programme;

(e) these General Terms; and

(f) the Documentation.

3.4 Despite clause 3.3, Part C of the Terms of Service takes priority over the Licence Agreement and these General Terms in relation to a Pilot.

3.5 The EULA governs the relationship between us and each Authorised User. It does not change the Contract. If there is any conflict between the EULA and the Contract as it applies between us and the Customer, the Contract prevails.

4. Quotations, orders and contract formation

4.1 Information on our Website and in our marketing materials, including product descriptions, roadmap items and pricing indications, is not an offer that can be accepted. It is binding only if it is included in an Order Form.

4.2 Unless a quotation states otherwise, it is valid for 30 days from its date.

4.3 A Contract is formed when both parties sign an Order Form or Design Partner Schedule, or when the Customer accepts our quotation in writing, whichever happens first.

4.4 The Customer may issue a purchase order for its own administrative purposes. Any terms printed on or attached to a purchase order have no effect.

5. Fees, invoicing and payment

5.1 The Customer will pay the Fees set out in the Order Form or Design Partner Schedule. Unless the Order Form or the Specific Terms say otherwise, recurring licence and support fees are invoiced annually in advance, and one-off Services are invoiced on completion or at the milestones stated.

5.2 The Customer will pay each invoice within 30 days of the invoice date, in pounds sterling, to the bank account we nominate. If the Customer disputes an invoice in good faith, it must tell us within 10 Business Days of receiving it, giving reasons, and must pay the undisputed part by the due date. The parties will try to resolve the dispute promptly under clause 20.

5.3 All Fees are exclusive of VAT and other applicable taxes, which the Customer will pay in addition at the applicable rate. If the law requires the Customer to withhold any tax from a payment, it will increase the payment so that we receive the amount we would have received without the withholding.

5.4 Reasonable travel and subsistence expenses for on-site work outside Kent, London and the South East of England are chargeable only if the Order Form says so, or if the Customer approves them in advance.

5.5 If the Customer pays late, we may charge interest on the overdue amount under the Late Payment of Commercial Debts (Interest) Act 1998, at 8% a year above the Bank of England base rate, together with the fixed compensation and reasonable costs of recovery that the Act allows.

5.6 We may increase recurring Fees with effect from a renewal date by giving at least 90 days' written notice. Any increase will not exceed the greater of 5% and the annual change in the UK Consumer Prices Index, unless the Order Form says otherwise.

6. Customer obligations

6.1 The Customer will cooperate with us, provide the information, decisions and access we reasonably need on time, and make sure that the information it gives us is complete and accurate.

6.2 The Customer will make sure that each Authorised User accepts and complies with the EULA. The Customer is responsible for the acts and omissions of its Authorised Users, contractors and Managed Service Provider as if they were its own.

6.3 The Customer is responsible for having every right, consent and lawful basis it needs to load Customer Data into the Software and to use it with the Services, including under data protection law and any professional or regulatory confidentiality rules.

6.4 We are not liable for any failure or delay in performing our obligations to the extent that it is caused by the Customer's failure to perform its obligations. In that case, we may charge, at our then-current rates, for additional work we reasonably need to do as a result.

7. Intellectual property and Feedback

7.1 We and our licensors own all Intellectual Property Rights in the Software, the Documentation, the Services and any materials, tools, configurations and know-how that we create or use in providing them ("**Airtight Materials**"), including any improvements to them. The Customer may use Airtight Materials only as a Contract expressly permits.

7.2 The Customer owns all Intellectual Property Rights in Customer Data. Nothing in a Contract gives us any right to use Customer Data, except as needed to perform that Contract.

7.3 The Customer grants us a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use, modify and incorporate any Feedback into our products and services, without restriction. Feedback does not include the Customer's Confidential Information or Customer Data, and we will not identify the Customer as the source of any Feedback without its consent.

8. Confidentiality

8.1 "**Confidential Information**" means any information that either party (the "**discloser**") discloses to the other (the "**recipient**"), whether before or after the Contract is formed, and that is marked as confidential or would reasonably be regarded as confidential. It includes Customer Data, the Software and its architecture, our pricing and product roadmap, and the terms of every Order Form and Design Partner Schedule.

8.2 The recipient will keep the discloser's Confidential Information confidential and use it only to perform or receive the Contract. The recipient may disclose it only to its employees, officers, contractors, professional advisers, insurers, funders and prospective acquirers who need to know it for that purpose and who are bound by obligations of confidentiality at least as strict as this clause. The recipient is responsible for any breach by those persons.

8.3 This clause does not apply to information that: (a) is or becomes public other than through a breach of a Contract; (b) was lawfully in the recipient's possession before disclosure; (c) the recipient receives from a third party who is free to disclose it; or (d) the recipient develops independently without reference to the

discloser's information. The recipient may also disclose Confidential Information where required by law, by a court or by a regulator. Where lawful, it will give the discloser prompt notice and take into account the discloser's reasonable requests about the timing and content of the disclosure.

8.4 This clause continues to apply for five years after the Contract ends. It continues to apply indefinitely to trade secrets, to the Software's source code and to Customer Data. Any non-disclosure agreement already in place between the parties continues alongside this clause, and the provision that gives the discloser greater protection prevails.

9. Data protection

9.1 Each party will comply with the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and, where applicable, the EU GDPR. Each party is an independent controller of the business contact details of the other's personnel that it uses to manage the relationship. Our Privacy & Cookie Policy explains how we handle that information.

9.2 The Software is designed so that we do not receive Customer Data. Where we nevertheless process personal data on the Customer's behalf, for example during on-site support, we do so as its processor. The parties will enter into a Data Processing Agreement, in the Order Form or as a separate document, before any such processing begins.

10. AI outputs and professional responsibility

10.1 The Software uses machine-learning models that run locally. Like all AI systems, these models can produce outputs that are inaccurate, incomplete or out of date, even when they cite source documents. The Customer is responsible for checking outputs before relying on them, and for keeping appropriate human review of any decision that the Software informs.

10.2 We do not provide legal, medical, financial, tax or other professional advice. No professional-client relationship arises between us and the Customer's clients or patients.

10.3 The Customer must not use the Software for any purpose that is restricted under clause 7 of the Licence Agreement. As the deployer of the Software, the Customer is responsible for assessing whether its own use cases create obligations under data protection law, the EU Artificial Intelligence Act or sector regulation.

11. Warranties

11.1 Each party warrants that it has full power and authority to enter into and perform each Contract.

11.2 Our warranties for the Software are set out in the Licence Agreement, and our warranty for the Services is set out in the Terms of Service.

11.3 Except as expressly set out in a Contract, and to the extent permitted by law, all warranties, conditions and other terms implied by statute or common law, including those of satisfactory quality and fitness for purpose, are excluded.

12. Limitation of liability

12.1 Nothing in a Contract limits or excludes liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; the Customer's obligation to pay the Fees; the Customer's infringement of our Intellectual Property Rights, or its breach of the licence restrictions in the Licence Agreement; or any other liability that cannot lawfully be limited or excluded.

12.2 Subject to clause 12.1, neither party is liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:

(a) loss of profits, revenue, business, contracts or anticipated savings;

(b) loss of goodwill or damage to reputation;

(c) loss or corruption of data, except to the extent caused by our breach of clause 8.3 of the Terms of Service; or

(d) indirect or consequential loss.

12.3 Subject to clauses 12.1, 12.4 and 12.5, each party's total aggregate liability arising out of or in connection with each Contract, in each year of that Contract, is limited to the total Fees paid and payable under that Contract in the 12 months before the event giving rise to the claim.

12.4 For breach of clause 8 (Confidentiality) or clause 9 (Data protection), and for our liability under the intellectual property indemnity in clause 17 of the Licence Agreement, the limit in clause 12.3 is increased to twice the amount stated there.

12.5 For a Contract that relates only to a Pilot, our total aggregate liability is limited to the Pilot Fee paid, as stated in clause 11.15 of the Terms of Service. For free evaluations, and for use of the Website alone, our total aggregate liability is limited to £100.

12.6 Neither party may bring a claim unless it notifies the other party of the claim, with reasonable details, within 12 months of becoming aware of the circumstances giving rise to it.

12.7 The parties agree that these limits are reasonable for the purposes of the Unfair Contract Terms Act 1977. They reflect the Fees, the fact that the Customer controls the Deployment Environment and Customer Data, and the availability of insurance.

13. Suspension

13.1 If an undisputed invoice remains unpaid for more than 30 days after it falls due, we may give 14 days' written notice and then suspend the Services, including support and the delivery of updates, until payment is made in full.

13.2 Suspension does not affect Customer Data, which remains in the Customer's own environment. Nor does it affect any licence for which the Customer has already paid, which continues until the end of the paid period.

14. Term and termination

14.1 Each Contract starts on the date stated in the Order Form or Design Partner Schedule, or, if no date is stated, on the date it is formed. It continues for the term set out there or in the Specific Terms.

14.2 Either party may terminate a Contract immediately by written notice if the other party:

(a) commits a material breach that cannot be remedied, or fails to remedy a material breach that can be remedied within 30 days of receiving written notice of it; or

(b) suffers an Insolvency Event.

14.3 When a Contract ends: (a) the Customer will pay all Fees due up to the date of termination; (b) each party will return or destroy the other's Confidential Information, except as required by law or as retained in routine backups, which remain subject to clause 8; and (c) the specific consequences set out in the Specific Terms, such as clause 20.3 of the Licence Agreement, will apply.

14.4 Ending a Contract does not affect rights and remedies that have already accrued. Clauses 2, 7, 8, 9, 10, 12, 14 and 18 to 22, and any other provision that by its nature is meant to continue, survive the end of a Contract.

15. Compliance

15.1 **Anti-bribery and modern slavery.** Each party will comply with the Bribery Act 2010, the Criminal Finances Act 2017 and the Modern Slavery Act 2015. Each will keep appropriate policies and procedures

in place to prevent bribery, the facilitation of tax evasion, and slavery and human trafficking, in its business and supply chains.

15.2 **Export control and sanctions.** The Software contains encryption technology and may be subject to UK export controls, including the Export Control Order 2008. The Customer will not export, re-export or transfer the Software, or make it available, in breach of export control or sanctions law, or to any country, entity or person that is subject to UK, UN, EU or US sanctions.

16. Force majeure

16.1 Neither party is liable for any delay or failure to perform its obligations, other than payment obligations, that is caused by events beyond its reasonable control. Such events include acts of God, fire, flood, pandemic, war, terrorism, civil unrest, government action, failure of the energy supply, and industrial action not involving that party's own workforce. The affected party will notify the other promptly and use reasonable efforts to reduce the effect of the event. If the event continues for more than 60 days, either party may terminate the affected Contract by written notice.

17. Changes to these General Terms

17.1 We may update these General Terms and the Specific Terms from time to time by publishing a new version on the Website. A new version does not apply to a Contract already in force until that Contract's next renewal, unless the Customer agrees otherwise in writing.

17.2 Any other variation of a Contract must be in writing and signed by both parties.

18. Assignment and subcontracting

18.1 The Customer may not assign, transfer or otherwise deal with its rights or obligations under a Contract without our prior written consent, which we will not unreasonably withhold where the transfer is to a successor to the Customer's business that agrees in writing to be bound by the Contract.

18.2 We may assign a Contract to a member of our group or to a purchaser of all or substantially all of our business, by giving written notice. We may also subcontract any of our obligations, but we remain responsible for the performance of our subcontractors.

19. Notices

19.1 Notices under a Contract must be in writing. They must be sent by email to the address set out in the Order Form (for us, info@airtight-systems.co.uk, or delivered by hand or by recorded delivery to the recipient's registered office.

19.2 An email notice is treated as received at the time it is sent, if it is sent before 5.00 pm on a Business Day, and otherwise at 9.00 am on the next Business Day, unless the sender receives a delivery failure message. A notice delivered by hand is treated as received when delivered. A notice sent by recorded delivery is treated as received at 9.00 am on the second Business Day after posting.

19.3 This clause does not apply to the service of legal proceedings or other documents in any legal action.

20. Dispute resolution

20.1 If a dispute arises out of or in connection with a Contract, either party may give the other written notice of the dispute. Senior representatives of each party will then meet, in person or by video, within 10 Business Days and try in good faith to resolve it.

20.2 If the dispute is not resolved within 20 Business Days of the notice, the parties will consider referring it to mediation under the CEDR Model Mediation Procedure, with the costs of the mediator shared equally.

20.3 Nothing in this clause prevents either party from seeking urgent injunctive or other interim relief from the courts at any time.

21. General

21.1 **Entire agreement.** Each Contract forms the entire agreement between the parties about its subject matter, and replaces any earlier arrangement, understanding or agreement between them about that subject matter. Each party confirms that, in entering into a Contract, it has not relied on any statement, representation or warranty that is not set out in that Contract. Nothing in this clause limits liability for fraud.

21.2 **Waiver.** A failure or delay in exercising a right or remedy is not a waiver of it. A single or partial exercise of a right or remedy does not prevent its further exercise.

21.3 **Severance.** If any provision is found to be invalid, illegal or unenforceable, it will be modified to the minimum extent necessary to make it valid, legal and enforceable. If that is not possible, it will be treated as deleted. This does not affect the rest of the Contract.

21.4 **Third-party rights.** No person other than the parties has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.

21.5 **Relationship of the parties.** Nothing in a Contract creates a partnership, joint venture, agency or employment relationship between the parties. The word "partner", as used in "Design Partner" and "Managed Service Provider partner", is used in a commercial sense only.

21.6 **Signature and counterparts.** A Contract may be signed electronically and in any number of counterparts, each of which is an original, and which together form one agreement.

21.7 **Costs.** Each party pays its own costs of negotiating and entering into each Contract.

22. Governing law and jurisdiction

22.1 These General Terms, each Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with them or their subject matter are governed by the law of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.