

Terms of Service

BessWave operations intelligence platform

VERSION	EFFECTIVE DATE	PROVIDER
1.0 (Initial Release)	July 1, 2026	BessWave INC

These Terms of Service (the “**Terms**”) govern access to and use of the BessWave operations intelligence platform and related services (the “**Service**”) provided by BessWave INC, a Delaware corporation with offices at 7761 Diamondback Drive, College Park, Maryland 20742 (“**BessWave**,” “**we**,” “**us**,” or “**our**”). The Terms are entered into by BessWave and the entity or person agreeing to them (“**Customer**” or “**you**”).

By clicking to accept, by executing an Order Form that references these Terms, or by accessing or using the Service, you agree to these Terms. If you are accepting on behalf of an organization, you represent that you have authority to bind that organization, and **Customer** refers to that organization. If you do not agree, you must not access or use the Service.

IMPORTANT: These Terms incorporate the BessWave Data Processing Addendum (the “**DPA**”) by reference. Acceptance of these Terms constitutes acceptance of the DPA. The DPA is available at besswave.com/legal and forms part of the agreement between the parties (the “**Agreement**”).

1. Definitions

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with a party.

“**Authorized User**” means an employee, contractor, or agent of Customer whom Customer permits to use the Service under Customer’s account.

“**Preview Feature**” means a feature, connector, integration, workflow, model configuration, or other Service capability that BessWave identifies as preview, early access, limited release, experimental, or beta.

“**Connected System**” means a third-party operational system, application, or data source that Customer connects to the Service, including by providing credentials, tokens, or data exports, such as IT service management, device management, customer relationship management, or professional services automation platforms.

“**Customer Data**” means data, records, and content that Customer or its Authorized Users submit to the Service or that the Service ingests from a Connected System on Customer’s instruction, together with queries entered into the Service.

“**Order Form**” means an ordering document, online subscription selection, or trial enrollment that references these Terms and sets out the subscription, the number of Authorized Users, the fees, and the subscription term.

“**Output**” means the answers, citations, summaries, and other results that the Service generates in response to queries.

2. The Service

BessWave provides a software-as-a-service platform that sits as an intelligence layer above Customer's Connected Systems. The Service allows Authorized Users to ask operational questions in plain language and receive sourced answers drawn from Customer Data. The specific features, connectors, and usage limits available to Customer are those described in the applicable Order Form and in the then-current product documentation.

BessWave grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the subscription term, solely for Customer's internal business operations and subject to the Agreement.

BessWave may update, improve, or modify the Service from time to time, including by adding, changing, or discontinuing features, connectors, integrations, workflows, model configurations, or user-interface elements. BessWave will not materially reduce the core functionality of the Service during a paid subscription term without providing Customer a substantially equivalent alternative or a pro rata refund of prepaid, unused fees for the affected Service.

BessWave may make Preview Features available to Customer. These features are provided for evaluation, testing, feedback, and limited use purposes, may be incomplete or subject to change, and may be suspended or discontinued. They are provided "as is" without warranty, indemnity, service-level, or support commitments except where required by law or expressly stated in an Order Form. Customer should not rely on a Preview Feature as the sole system of record or as the sole basis for a consequential decision.

3. Accounts, Trials, and Authorized Users

Customer is responsible for the configuration and administration of its account, including user provisioning, permission settings, connected-system configuration, access revocation, maintaining the confidentiality of account credentials, and all activity that occurs under its account. Customer must promptly disable access for any Authorized User who no longer requires access and must notify BessWave promptly of any unauthorized use of its account.

BessWave may offer a free trial, pilot, evaluation, or limited-access release of the Service for the period stated at enrollment or in an Order Form, currently thirty (30) days unless a different period is stated. These programs are provided on an as-is basis, may be modified or discontinued, and related configuration or data may be permanently lost unless Customer converts to a paid subscription or BessWave agrees otherwise in writing. The warranty, indemnification, and service-level commitments in these Terms do not apply to them except where required by law or expressly stated in an Order Form.

Customer is responsible for its Authorized Users' compliance with the Agreement. Access is licensed per Authorized User and may not be shared by more than one individual.

4. Acceptable Use

Customer and its Authorized Users must not:

- use the Service in violation of applicable law or the rights of any third party;

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- submit to the Service any data that Customer does not have the right to submit, or that BessWave is not authorized to process on Customer's behalf;
 - reverse engineer, decompile, or attempt to derive the source code or underlying models of the Service, except to the extent this restriction is prohibited by law;
 - resell, sublicense, or provide the Service to third parties as a service bureau, or use it to build a competing product;
 - circumvent usage limits, interfere with the integrity or performance of the Service, or attempt to gain unauthorized access to it or to other customers' data;
 - submit content that is unlawful, infringing, or that introduces malicious code; or
 - use the Service for emergency response, life-safety systems, medical diagnosis or treatment, legal determinations, credit, insurance, employment eligibility, or other high-risk automated decisions where an inaccurate Output could reasonably be expected to result in death, personal injury, legal effect, denial of essential services, or material financial harm.

BessWave may suspend access where Customer's use poses a security risk, may harm the Service or other customers, or violates this Section, and will use reasonable efforts to give advance notice where practicable.

5. Connected Systems

The Service interoperates with Connected Systems that Customer chooses to connect. Customer is responsible for obtaining and maintaining any rights, consents, and credentials required to connect a Connected System and for the accuracy of the data within it. Customer's use of any Connected System is governed by Customer's separate agreement with that provider, and BessWave is not responsible for the Connected System or for changes a provider makes to it.

By connecting a Connected System, Customer instructs BessWave to access and ingest data from it for the purpose of providing the Service. BessWave accesses Connected Systems only as needed to provide the Service and refreshes ingested data on the schedule that Customer's administrator configures.

6. Outputs and the Nature of the Service

The Service uses retrieval and large language model technology to generate Outputs. Outputs are probabilistic and may be incomplete, outdated relative to the most recent change in a Connected System, or incorrect. **Outputs are decision support, not professional advice, and are not a substitute for Customer's own judgment, verification, or compliance, legal, financial, medical, or other professional review.**

Each Output identifies the source systems from which it was generated so that Customer can verify it against those systems. Customer is responsible for reviewing the identified sources and applying human judgment before relying on an Output for any operational, legal, financial, compliance, security, or other consequential decision. Customer must not use the Service as the sole basis for a decision that requires professional judgment, has legal effect, affects individual rights or eligibility, or could create material risk if incorrect.

As between the parties, Customer owns all Outputs to the extent they are derived from Customer Data, subject to BessWave's rights in the Service. BessWave makes no representation that Outputs are unique or that similar Outputs will not be generated for other customers from their own data.

7. Customer Data and Privacy

As between the parties, Customer retains all right, title, and interest in Customer Data. Customer grants BessWave a limited, non-exclusive license to host, process, transmit, and display Customer Data solely as needed to provide and support the Service and as instructed by Customer.

BessWave does not use Customer Data to train, fine-tune, or improve any machine learning model offered to other customers or to the public. BessWave's processing of personal data within Customer Data is governed by the DPA. To the extent of any conflict between these Terms and the DPA regarding the processing of personal data, the DPA controls.

Customer Data is stored in logically isolated, tenant-specific collections. BessWave maintains administrative, technical, and physical safeguards designed to protect Customer Data, as further described in the DPA and the Service security documentation.

8. Fees and Payment

Customer will pay the fees set out in the applicable Order Form. Unless the Order Form states otherwise, fees are stated in United States dollars, are based on the number of Authorized Users and any applicable usage limits with a stated minimum, are invoiced in advance, and are due within thirty (30) days of the invoice date. Fees are non-refundable except as expressly stated in the Agreement.

If Customer exceeds applicable usage limits, BessWave may notify Customer, throttle or suspend excess usage where reasonably necessary to protect the Service, or charge overage fees if overage pricing is stated in the applicable Order Form or otherwise agreed in writing. Fees are exclusive of taxes. Customer is responsible for all sales, use, and similar taxes, excluding taxes on BessWave's net income. Late amounts may accrue interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

BessWave may change the fees for a renewal term by giving Customer at least thirty (30) days' notice before the end of the then-current term.

9. Term, Renewal, and Termination

The Agreement begins on the effective date of the first Order Form and continues for the subscription term stated there. Unless an Order Form states otherwise, subscriptions renew for successive terms equal to the prior term unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term.

Either party may terminate the Agreement for the other party's material breach that remains uncured thirty (30) days after written notice. Either party may terminate immediately if the other party becomes insolvent or subject to bankruptcy proceedings.

On termination or expiration, Customer's right to access the Service ends. BessWave will make Customer Data available for export for thirty (30) days after termination, after which BessWave may delete Customer Data in accordance with the DPA. Sections that by their nature should survive, including those on fees accrued, confidentiality, intellectual property, disclaimers, limitation of liability, and governing law, survive termination.

10. Confidentiality

Each party may receive the other party's confidential information. The receiving party will use confidential information only to perform under the Agreement, will protect it with at least reasonable care, and will not disclose it except to its personnel and advisors who have a need to know and are bound by confidentiality obligations. Confidential information does not include information that is public through no fault of the receiving party, was already known to it, or is independently developed. This Section does not limit the DPA with respect to personal data.

11. Intellectual Property

BessWave and its licensors own all right, title, and interest in the Service, including its software, models, graph schema, retrieval logic, and documentation, and all improvements to them. Except for the limited rights expressly granted in the Agreement, no rights are granted to Customer. Customer may provide suggestions or feedback, and BessWave may use that feedback without restriction or obligation, provided it does not identify Customer or include Customer Data.

12. Warranties and Disclaimers

BessWave warrants that during a paid subscription term the Service will perform materially in accordance with its then-current documentation. Customer's exclusive remedy and BessWave's entire liability for breach of this warranty is for BessWave to use commercially reasonable efforts to correct the non-conformity or, if it cannot do so within a reasonable time, to terminate the affected subscription and refund prepaid, unused fees for the affected period.

EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BESSWAVE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT OUTPUTS WILL BE ACCURATE, COMPLETE, CURRENT, OR ERROR-FREE.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. EXCEPT FOR THE CLAIMS DESCRIBED BELOW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO BESSWAVE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

For claims arising from a party's breach of confidentiality obligations, BessWave's data security obligations, the DPA, or either party's indemnification obligations, each party's total aggregate liability will not exceed two (2) times the fees paid or payable by Customer to BessWave in the twelve (12) months preceding the event giving rise to the claim. The limitations in this Section do not apply to Customer's payment obligations, gross negligence, willful misconduct, or liability that cannot be limited by law.

14. Indemnification

BessWave will defend Customer against any third-party claim that the Service, when used as authorized, infringes that third party's intellectual property rights, and will pay resulting costs and damages finally awarded or agreed in settlement. Customer will defend BessWave against any third-party claim arising from Customer Data or from Customer's use of the Service in violation of the Agreement or applicable law. The indemnifying party's obligations are conditioned on prompt notice, sole control of the defense, and reasonable cooperation. The indemnifying party may not settle a claim in a manner that admits fault by, imposes non-monetary obligations on, or restricts the business of the indemnified party without the indemnified party's prior written consent, not to be unreasonably withheld.

15. Governing Law and Disputes

The Agreement is governed by the laws of the State of Maryland, without regard to its conflict-of-laws rules. The parties submit to the exclusive jurisdiction of the state and federal courts located in Maryland, and each party waives any objection to venue there. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16. General

Changes to the Terms. BessWave may update these Terms from time to time. For material changes, BessWave will provide reasonable notice, such as by email or in-product notice, before the changes take effect. Continued use of the Service after the effective date of an update constitutes acceptance of the updated Terms.

Assignment. Neither party may assign the Agreement without the other party's consent, except that either party may assign it to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, on notice to the other party.

Notices. Notices must be in writing and are effective when delivered to the contact addresses on the Order Form or, for BessWave, to legal@besswave.com with a copy to the address above.

Force Majeure. Neither party is liable for failure or delay caused by events beyond its reasonable control.

Entire Agreement. The Agreement, including the DPA, any Order Form, and any policies referenced in it, is the entire agreement between the parties and supersedes prior agreements on its subject matter. In case of conflict, an Order Form prevails over these Terms for the matters it addresses, and the DPA prevails for the processing of personal data. If any provision is unenforceable, the remainder remains in effect.