General Terms and Conditions

Cognexis AI | Effective as of the date of client acceptance

1. Parties, Applicability, and Terms

1.1 ("Client", "Customer", or "you") is any individual, entity, organization, business, or agency receiving services or solutions from Cognexis AI ("Provider", "us", or "we"), each a "party" and together the "parties".

1.2 These General Terms and Conditions (GTC) are applicable to all clients unless superseded in writing and signed by both parties.

1.3 The terms of this GTC may change without notice.

2. Customer Information

2.1 Client is responsible for keeping up to date and accurate account information on file with us. Client contact information is used to communicate with appropriate personnel for support requests, approvals, change management, and other administrative activities.

2.2 To update account information, an email must be sent to accounts@cognexisai.com by a decision maker. If the decision maker on record is no longer employed by the client, an owner or higher-level executive must authorize changes to account and contact information.

2.3 Contact types determine which personnel the client permits to make specific requests.

Decision Maker: Authorized to make decisions that may impact service delivery, solutions, performance, reliability, workflow, procedures, infrastructure, services, support, privacy, and security.

Approver: Authorized to approve billable support requests, purchases, and request replacement equipment.

Point of Contact: Client personnel who will typically be the first contact when arriving onsite. The PoC is responsible for collecting additional information, conducting visual inspection, or performing hardware reboots when needed.

Billing: Client personnel responsible for receiving and processing invoices submitted by provider.

3. Termination, Renewal, and Data Extraction

3.1 This GTC becomes active as of the date the client approves the provider's offer for solutions or services and will remain active until all solutions or services are terminated.

3.2 Request for termination is not complete until all client account balances have been settled with provider including but not limited to current and outstanding service charges, solution charges, late fees, finance charges,

and early termination fees.

3.3 Client must submit any dispute of charges within 30 days of the invoice date by emailing accounts@cognexisai.com. All undisputed charges are deemed valid and must be paid within the terms provided.

3.4 Data Export Window: Upon the cancellation or termination of a software subscription or service agreement, the Client will be granted a period of thirty (30) days from the effective date of termination to export their customer data, user databases, and content from the application.

3.5 Data Purge: On the thirty-first (31st) day following termination, Cognexis AI will permanently purge the Client's data from all active databases and systems.

3.6 Migration Assistance: If the Client requests technical assistance from Cognexis AI to extract, format, or migrate their data to another platform, such services will be billed separately at the standard hourly labor rate.

4. Payments, Fees, and Overdue Accounts

4.1 Payment Due Date. A one-time setup fee is due and payable at the time Client signs this agreement. Client's recurring subscription charges begin on the date Client's application or website is placed into live production ("Go-Live Date") and are billed automatically thereafter on the 1st of each calendar month. Where the Go-Live Date falls between billing cycles, Client's first recurring charge will be prorated for the partial period between the Go-Live Date and the 1st of the following month.

4.2 Payment Method. Client agrees to provide a valid credit card or ACH bank account through Cognexis AI's Secure Billing Portal, which securely stores Client's payment method on file for automatic recurring billing. Client is responsible for keeping payment method information current and may update it at any time through the Secure Billing Portal.

4.3 Credit Card Processing Fee. ACH bank transfers do not incur any additional charge. Payments made by credit card are subject to a processing fee surcharge, itemized separately on the invoice, equal to Provider's actual card processing cost (currently 2.9% of the transaction amount plus $0.30). This surcharge applies to credit card transactions only and is never applied to ACH or debit card payments. This fee is recalculated each billing cycle based on Client's payment method on file at that time; Client may avoid this fee entirely by paying via ACH.

4.4 Failed Payments and Overdue Accounts. If a scheduled payment fails, Provider's payment processor will automatically attempt to collect payment using an industry-standard retry schedule over approximately two weeks. Client will receive an automated notice by email upon the first failed payment attempt, with a direct link to update their payment method through the Secure Billing Portal. If all retry attempts are unsuccessful, Client's account will be marked overdue and Client's access to some or all services, solutions, and support may be suspended without further notice until the outstanding balance is paid in full. Upon payment of all outstanding amounts, suspended services will be automatically restored. Provider reserves the right, but is not obligated, to assess additional finance charges or fees on accounts that remain overdue for an extended period, at Provider's discretion.

4.5 Payment Card Handling. Payment card data submitted through Cognexis AI's Secure Billing Portal is processed and stored by Provider's third-party payment processor (Stripe). Provider does not store full payment card numbers. Where limited card data (e.g., the last four digits of a card) is retained within Provider's own systems for accounting and verification purposes, access to that data is restricted to designated internal roles (Admin and Accounting) and is not accessible to other personnel.

5. Intellectual Property and Software Licensing

5.1 Ownership of Intellectual Property: All intellectual property rights, including but not limited to copyrights, patents, trade secrets, and trademarks, in any software, applications, source code, object code, scripts, and related documentation developed, created, or provided by Cognexis AI remain the sole and exclusive property of the Provider. This agreement does not transfer ownership of any intellectual property to the Client unless expressly executed in a separate, signed Statement of Work (SOW) detailing "Custom Development / Work for Hire."

5.2 Grant of License: Upon receipt of full and final payment for the applicable software subscription or development services, the Provider grants the Client a non-exclusive, non-transferable, non-sublicensable, worldwide, and revocable license to use the software solely for the Client's internal business operations.

5.3 Restrictions on Use: The Client shall not, nor permit any third party to: reverse engineer, decompile, or disassemble the source code; modify or create derivative works; sell, lease, or distribute the software to third parties; or remove proprietary notices on the software.

6. Client Data Ownership, Access, and Security

6.1 Client Data Distinguished from Provider IP. Section 5 above governs ownership of the software, application, and code that Provider builds. It does not apply to Client Data. "Client Data" means all data entered into, generated within, or collected through Client's application — including but not limited to Client's customer and contact records, transaction and invoice metadata, and other business records. Client Data is, and remains, the sole property of Client. Provider claims no ownership interest in Client Data.

6.2 Application Hosting. Client's application is established and hosted under an account or environment owned and controlled by Client. Provider does not maintain standing or automatic access to Client's live application or Client Data.

6.3 Provider Access to Client Data. Provider may access Client's live application or Client Data only (a) with Client's prior authorization, given by email, support ticket, or other channel agreed between the parties, and (b) for the purpose of troubleshooting, maintenance, or a support request initiated by Client. Provider will log each instance of such access, including date, personnel involved, reason, and duration, and will make this log available to Client upon request.

6.4 Data Handling During Support. Provider will not copy, export, or retain Client Data outside of Client's own application environment except to the minimum extent necessary to diagnose a reported issue. Any such temporary copy will be deleted upon resolution of the issue.

6.5 Security Baseline. Provider builds and maintains Client applications using role-based access controls, encryption of sensitive fields, input validation, and audit logging consistent with Provider's standard security practices. Full payment card numbers are never stored within Client's application; see Section 4.5 regarding payment card handling.

6.6 Client Responsibility. Client is solely responsible for its own compliance obligations with respect to Client Data, including applicable state and federal privacy laws, industry-specific regulations, and Client's own privacy policy governing Client's end-customers. Client is further responsible for managing user roles and access permissions within its own application instance.

6.7 Breach Notification. If Provider becomes aware of unauthorized access to Client Data resulting from Provider's own systems or actions, Provider will notify Client without undue delay.

7. Artificial Intelligence Output and Liability

7.1 Cognexis AI utilizes artificial intelligence (AI) models and machine learning algorithms to provide certain automated features, content generation, and data processing capabilities. The Client acknowledges that AI systems are probabilistic and may occasionally produce outputs that are inaccurate, incomplete, or unexpected ("Hallucinations").

7.2 Review Requirement: The Client is solely responsible for reviewing, verifying, and approving any outputs, decisions, or communications generated by AI automations prior to their reliance or public deployment.

7.3 Disclaimer of Liability: Cognexis AI shall not be held liable for any damages, loss of revenue, customer disputes, or legal claims arising from inaccurate, offensive, or inappropriate outputs generated by the AI components of the provided software or services.

8. Third-Party APIs and Overage Fees

8.1 Software and AI automations provided under a subscription model may rely on third-party Application Programming Interfaces (APIs), including but not limited to OpenAI, Anthropic, or other data processing services.

8.2 Allocated Usage: The Client's monthly subscription includes a baseline allocation of API usage and website change requests, as described in Client's applicable service tier.

8.3 Overage Billing: In the event Client's application experiences high traffic or processing demands that exceed the base subscription allocation, or Client requests website changes or additions beyond their baseline allocation, Client agrees to be financially responsible for the applicable overage fees. Minor content or style changes, new pages or basic functionality, and complex custom features or integrations are each billed at Provider's standard published overage rates; requests constituting a substantial redesign of Client's application or website will be quoted and billed separately as a new engagement, not as an overage. Third-party API compute costs exceeding Client's base allocation will be invoiced to Client at cost plus a standard administrative markup.

8.4 Service Limitations: Cognexis AI is not responsible for service interruptions caused by third-party API rate limits, pricing changes, or the discontinuation of an external API service.

9. Uptime, Maintenance, and Third-Party Infrastructure

9.1 While Cognexis AI provides active uptime monitoring, support, and maintenance for licensed software, the applications are hosted on third-party cloud infrastructure (e.g., AWS, Microsoft Azure, Google Cloud).

9.2 Exclusion from SLA Penalties: Cognexis AI guarantees its own labor and administrative response times, but does not guarantee 100% uptime. Any downtime, data loss, or service interruption caused directly by the failure, suspension, or maintenance of upstream third-party cloud providers is completely outside the control of Cognexis AI and shall not constitute a breach of this agreement nor entitle the Client to refunds, credits, or damages.

10. General Warranties and Liability

10.1 Provider agrees to warrant general IT labor only if the same problem is reported within 48 hours after the service was performed.

10.2 Labor warranty is void if provider determines the issue is due to abuse, misuse, disaster, or client provided facilities, utilities, or equipment.

10.3 Provider assumes no liability for damages, loss of revenue, or loss of data due to equipment or software malfunctions.

11. Non-Compete and Non-Disclosure

11.1 Client agrees not to retain, hire, or recruit any personnel, agent, representative, technician, or subcontractor performing work on behalf of the provider.

11.2 Provider agrees not to retain, recruit, or hire any personnel working on behalf of the client.

11.3 Provider and client may entrust each other, or be inadvertently exposed to, proprietary business-related materials not readily available to the public. This information shall remain confidential and not be shared with any other party without written consent. This confidentiality obligation extends to Client Data as defined in Section 6.

12. Indemnification and Force Majeure

12.1 Indemnification: CLIENT shall indemnify and hold harmless the PROVIDER from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind caused by or arising out of, or contributed to, in whole or in part, omission, professional error, or acts outside the control of the PROVIDER, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement.

12.2 Force Majeure: If performance of this agreement or any obligation under this agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), the obligations of the party invoking this provision shall be suspended to the extent necessary by such event.

13. Governing Law and Arbitration

13.1 Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration administered by a qualified arbitrator chosen by the provider.

13.2 This agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana.