



BESTIA (HP Hardware + Nuvolaris Software)

SOFTWARE TERMS & CONDITIONS + GENERAL TERMS

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0. PREAMBLE AND DOCUMENT PRIORITY

0.1 Preamble

Unless otherwise expressly stated in the applicable Order, these Terms and Conditions (the “Terms”) govern the contractual relationship between the Customer and Nuvolaris in relation to the BestIA solution.

0.2 Priority of Documents

In the event of conflict, the following order of precedence applies:

1. the Order (including any special terms),
2. these Terms, and
3. applicable open-source licenses (only for the relevant components and only to the extent mandatory).

0.3 Distinct Components

BestIA is delivered as an integrated solution composed of:

- **HP hardware** (the “Hardware”), supplied under HP’s applicable terms, warranties and support; and
- **Nuvolaris software** (the “Software”), licensed by Nuvolaris and deployed on the Hardware.

Hardware and Software are distinct components governed by separate responsibility frameworks.

1. DEFINITIONS

For purposes of these Terms:

- **“Nuvolaris” / “Producer”** means Nuvolaris Inc. and/or entities authorized by Nuvolaris, as applicable, as owner and licensor of the Software.
- **“Customer” / “User”** means the entity purchasing and/or using BestIA.
- **“Software”** means the Nuvolaris software platform and its components delivered with BestIA, excluding any demonstrative, sample, or evaluation-only applications.
- **“AI Outputs”** means outputs generated by AI components based on Customer data, prompts, models, and configurations.

- **“Partner”** means an entity authorized by Nuvolaris (if any) to distribute, install, or support the Software, as specified in the Order.
 - **“Supplier”** means Nuvolaris and/or the Partner identified in the Order for Software supply and support.
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2. SCOPE AND NATURE OF THE SOFTWARE

2.1 Scope of Supply

The Software is provided as a **licensed, self-hosted software platform** deployed on the Hardware.

2.2 Non-SaaS / No Managed Service

Unless expressly agreed in writing, Nuvolaris does not provide:

- hosted or managed SaaS services;
- operational application services;
- end-user decision-making systems.

The Software operates under the Customer’s control.

2.3 Delivery and Acceptance

The Software is deemed delivered and accepted upon installation on the Hardware or upon being made available to the Customer for use, whichever occurs first.

No formal acceptance procedure is required unless expressly defined in the Order.

Any use of the Software by the Customer constitutes full acceptance.

2.4 Nature of the Software

The Software is a general-purpose AI infrastructure and orchestration platform.

It is not a domain-specific AI system and is not intended to be used as a regulated decision-making system in any specific industry without appropriate Customer configuration, validation, and compliance measures.

3. ALLOCATION OF RESPONSIBILITIES

3.1 HP Responsibilities (Hardware)

HP is responsible solely for the Hardware under HP’s warranty and support terms.

3.2 Nuvolaris Responsibilities (Software)

Nuvolaris is responsible solely for the Software as delivered, and only within the limits set out in these Terms and the Order.

3.3 Customer Responsibilities

The Customer is solely responsible for:

- operation of the solution;
- all data loaded into the Software;
- models, prompts, configurations, integrations and access controls;
- validation and use of AI Outputs;
- decisions or actions taken based on AI Outputs;
- compliance with applicable laws and regulations.

3.4 No Responsibility Outside Scope

No party is responsible for any components or activities outside its defined scope.

3.5 Configurable Platform

The Customer acknowledges that the Software is a configurable platform and that all outcomes, results, and system behavior depend on the Customer's configuration, data, models, integrations, and usage.

4. AI USE, OUTPUTS AND DEMONSTRATIVE APPLICATIONS

4.1 AI Outputs

The Software may include AI components that generate outputs based on Customer-provided data, prompts, models, and configurations.

AI outputs require human review and validation and are not intended to replace professional judgment or decision-making.

The Customer is solely responsible for reviewing, validating, and using any AI Outputs.

4.2 No Liability for Decisions

Neither Nuvolaris nor HP shall be liable for any decisions, actions, or outcomes taken or derived from the use of AI Outputs.

4.3 Demonstrative Applications and RAG Demos

Any Demo applications, including RAG demos:

- are provided for demonstration and evaluation purposes only;
- do not constitute standalone or production-ready applications unless expressly agreed;
- provide no guarantees of accuracy, completeness, or fitness for purpose.

Demo use is subject to the same responsibility and liability framework as the core Software.

5. LICENSE, INTELLECTUAL PROPERTY AND THIRD-PARTY COMPONENTS

5.1 Nuvolaris Proprietary Components

The system includes certain proprietary software components developed and owned by Nuvolaris, including orchestration and management tools used to configure and operate the solution (the “Nuvolaris Components”).

Subject to payment and compliance with these Terms, Nuvolaris grants the Customer a limited, non-exclusive, non-transferable license to use such Nuvolaris Components as part of the BestIA system. No ownership rights are transferred.

5.2 Third-Party Open-Source Components

The system also includes third-party open-source infrastructure components installed and configured by Nuvolaris as part of the system setup.

Such components are not owned, developed, licensed, or warranted by Nuvolaris and are used by the Customer under their respective open-source licenses.

5.3 Restrictions

Except as permitted by mandatory law:

- the Nuvolaris Components may not be sublicensed, sold, assigned, or transferred;
- the Nuvolaris Components may not be copied except for reasonable backup purposes;
- the Nuvolaris Components may not be modified or reverse engineered.

5.4 Intellectual Property

All intellectual property rights in and to the Nuvolaris Components remain exclusively with Nuvolaris.

5.5 Open-Source Licenses Reference

A list of the applicable third-party open-source components and their respective licenses is made available at:

<https://nuvolaris.io/licenses.html>

Such licenses govern the use of those components and prevail in case of conflict only with respect to the relevant components and only to the extent required by applicable law.

Nuvolaris provides no additional warranties with respect to such third-party components beyond those expressly required by mandatory law.

6. SUPPORT, MAINTENANCE AND SERVICE LEVELS

6.1 Hardware Support

Hardware support is provided by HP under HP's applicable terms.

6.2 Software Support Framework

Software support and maintenance are provided **exclusively** according to the **Support Level selected by the Customer in the Order**, as detailed in **Exhibit A – Service Levels**, which forms an integral part of these Terms.

The selected Support Level defines, in a binding manner :

- response times,
- support channels,
- monthly limits of requests and remote assistance,
- service hours,
- scope of included activities,
- activities expressly excluded,
- conditions and pricing for activities exceeding the included limits.

For the purposes of these Terms, "Maintenance" means the provision of updates, patches, and bug fixes relating to the Nuvolaris Components and support for updating the third-party software components installed in the system, where applicable.

The Ordinary Update service includes the following activities:

- making available updates to the Nuvolaris Components required to address changes in applicable laws or regulations;
- subject to agreement with the User, making available technical improvements to the Nuvolaris Components;
- subject to agreement with the User, providing support for the application of updates or fixes released by third-party software providers.

The Ordinary Update service applies exclusively to the system in its standard configuration and does not include any modifications, extensions, or customizations developed at the User's request or by the User.

6.3 Scope Limitation

No party provides infrastructure management, data management, application-level operations, integration development, or system administration services unless expressly included in the selected Support Level.

Any request outside the defined Support Level shall be treated as **Professional Services** and quoted separately.

6.4 No System-Level SLA

No uptime, availability, or performance guarantees are provided for the integrated solution. Any service levels relate **only** to support response times as defined in Exhibit A.

6.5 Per-Machine Applicability

Support, maintenance, and any related services provided under these Terms and the selected Support Level apply strictly and exclusively to the individual BestIA machine identified in the Order. Each additional machine requires a separate Order and a separate Support Level selection.

7. TERM, TERMINATION AND SUSPENSION

7.1 Term

The term and renewal (if any) are as specified in the Order. If not specified, the agreement is of indefinite duration subject to termination under Section 7.2.

7.2 Termination for Convenience

The license granted under these Terms is granted for an initial term of one (1) year and does not renew automatically unless otherwise specified in the Order.

After the initial term, either party may terminate the agreement for convenience by providing at least two (2) months' written notice.

7.3 Suspension

Nuvolaris may suspend the Software license and/or support in case of non-payment, material breach, unlawful use, or misuse, without prejudice to amounts due and other remedies available under law.

8. FEES AND PAYMENT

8.1 Fees

Fees and payment terms are defined in the Order. Prices are exclusive of taxes, duties and levies unless stated otherwise.

8.2 Late Payment

Nuvolaris may charge the Customer reasonable costs incurred due to late or failed payment and may apply contractual remedies including suspension.

9. DATA PROTECTION

9.1 Roles and Documentation

Nuvolaris Inc | 1209 Orange Street , 19801 Wilmington DE | www.nuvolaris.io

Data protection roles (controller/processor) and any required agreements (including GDPR Article 26/28) shall be defined in the Order or in separate addenda, where applicable.

9.2 Customer Obligations

The Customer represents and warrants that it will collect and process personal data in compliance with applicable data protection laws and will hold Nuvolaris and/or any Partner harmless for violations attributable to the Customer, to the extent permitted by law.

9.3 Access to Data

Nuvolaris does not access Customer data by default and has no remote access to the Customer's systems. Any access, where strictly necessary to provide support services, can only occur upon the Customer's explicit authorization and under the Customer's instruction, using access mechanisms controlled by the Customer.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

10.1 Exclusion of Indirect Damages

Neither Nuvolaris nor HP shall be liable for indirect, incidental, special, punitive, or consequential damages, including loss of revenue, profits, business, goodwill, or data.

10.2 AI-Related Exclusion

Liability for AI-related outcomes and for reliance on AI Outputs is expressly excluded.

10.3 Liability Cap (Nuvolaris)

Nuvolaris' total aggregate liability arising out of or related to the Software shall not exceed the fees paid for the **Software component** of BestIA under the relevant Order (or, if fees are recurring, the fees paid in the preceding twelve (12) months), unless otherwise required by mandatory law.

10.4 Disclaimer of Warranties

Except as expressly stated in the Order, the Software is provided "as is" and "as available".

Nuvolaris disclaims all warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law.

11. INDEMNIFICATION (LIMITED)

11.1 No Blanket Indemnification

No blanket, full or comprehensive indemnification is provided.

11.2 Limited IP Infringement Indemnity (only if included in the Order)

Any indemnification by Nuvolaris, if expressly agreed in writing, is limited to third-party claims alleging direct intellectual property infringement caused solely by the Software as delivered.

Indemnification expressly excludes claims arising from:

- Hardware;
 - Customer data, models, prompts, or AI Outputs;
 - Customer configurations, integrations, or usage.
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12. REGULATORY AND COMPLIANCE

The Customer is solely responsible for compliance with applicable laws and regulations, including AI-related and data protection requirements. Nuvolaris and HP provide technology components only and do not provide regulatory or compliance advice.

13. INSURANCE

Nuvolaris and HP maintain insurance coverage appropriate to their respective roles as technology providers. No extension of insurance coverage to the Customer or to third parties as additional insureds is implied unless expressly agreed in writing.

14. ASSIGNMENT

The Customer may not assign or transfer the agreement or any rights/obligations under it without Nuvolaris' prior written consent, unless otherwise specified in the Order.

15. NOTICES

All notices under these Terms must be made in writing and may be delivered by email.

Notices to Nuvolaris shall be sent to:
info@nuvolaris.io

Notices shall be deemed received on the first business day following transmission, provided no delivery failure notice is received.

16. GOVERNING LAW AND JURISDICTION

These Terms and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with the laws of **England and Wales**.

The courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, unless mandatory law provides otherwise.

17. ENTIRE AGREEMENT

These Terms, together with the Order and any attached exhibits/addenda, constitute the entire agreement regarding the Software component of BestIA and supersede any prior oral or written communications relating to the same subject matter.

The Customer acknowledges that it has not relied on any statement, representation, or promise not expressly set out in the Order or these Terms.

18. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including but not limited to network failures, infrastructure outages, third-party software failures, model availability, or acts of God.

19. EXPORT CONTROL AND RESTRICTED USE

The Customer shall comply with all applicable export control, sanctions, and AI-related restrictions.

The Software and Hardware may not be used in jurisdictions or for purposes prohibited by applicable export control laws.

20. SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. WAIVER

Failure or delay by Nuvolaris to enforce any provision of these Terms shall not constitute a waiver of its rights.

Exhibit A – Service Levels (binding reference)

The applicable Service Level is the one explicitly selected in the Order.

The Service Level defines:

- Professional / Enterprise / Corporate scope
- Response times
- Communication channels
- Monthly request limits
- Remote support hours
- Service hours (working hours)
- Per-machine applicability
- Exclusions from support scope
- Overage pricing

This Exhibit is contractually binding and prevails over any informal description of support.

Level	Response Time	Channels	Limitations
Professional	Within 72 working hours	Email	Up to 3 requests per month
Enterprise	Within 8 working hours	Email, WhatsApp	Up to 10 requests per month
Corporate	Within 8 working hours	Email, WhatsApp, Remote Access	Up to 10 requests + 3 hours of remote support per month