

NOVA

End User License Agreement

Governing the use of the Nova platform

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1. Agreement to Terms

This End User License Agreement ("Agreement" or "EULA") is a binding legal agreement between you, acting individually or on behalf of an organisation ("Customer", "you"), and BizAcuity Solutions Pvt Ltd ("BizAcuity", "we", "us"), a company incorporated in India with its registered office in Hyderabad, India, the licensor of the Nova platform. It governs your access to and use of Nova's hosted software-as-a-service application, associated APIs, embeddable widgets, and documentation (collectively, the "Software").

By creating an account, clicking "I Agree", installing an integration, or otherwise accessing or using the Software, you accept this Agreement on your own behalf and, if applicable, on behalf of the organisation you represent, and you represent that you have authority to bind that organisation. If you do not agree to this Agreement, you must not access or use the Software. This Agreement supplements, and should be read together with, Nova's Terms & Conditions and Privacy Policy; in the event of a direct conflict between this Agreement and the Terms & Conditions on matters of software licensing, this Agreement governs.

2. Definitions

"Authorised User" means an individual whom Customer permits to access the Software under Customer's account, such as an employee or administrator.

"Customer Content" means documents, files, messages, code repositories, and other data that Customer or its Authorised Users upload to or generate within the Software.

"Order" means a subscription order, order form, or online plan selection referencing this Agreement.

"Tenant" means the isolated workspace and data environment provisioned for Customer within the Software.

3. License Grant

Subject to Customer's continued compliance with this Agreement and payment of applicable fees, BizAcuity grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence, during the applicable subscription term, to:

- access and use the Software solely for Customer's internal business purposes;
- permit its Authorised Users to access and use the Software in accordance with the roles and permissions Customer configures; and
- embed Nova's widget on websites or applications that Customer owns or controls, where that feature is enabled on Customer's plan.

No ownership rights are transferred under this Agreement. All rights not expressly granted are reserved by BizAcuity.

4. License Restrictions

Customer shall not, and shall not permit any Authorised User or third party to:

- copy, modify, translate, or create derivative works of the Software;
- reverse engineer, decompile, or disassemble the Software, except to the extent such restriction is prohibited by applicable law;
- sell, resell, rent, lease, sublicense, or otherwise make the Software available to any third party outside of Customer's own organisation, except through the embeddable widget as expressly permitted;
- circumvent or disable rate limits, content guardrails, authentication, or other technical restrictions in the Software;
- use the Software to build, train, or benchmark a competing product or service; or
- remove, obscure, or alter any proprietary notices on the Software.

5. Accounts & Tenant Administration

Customer is responsible for all activity occurring under its Tenant, for configuring appropriate roles and access controls for Authorised Users, and for maintaining the confidentiality of account credentials. Customer must promptly notify BizAcuity of any suspected unauthorised access.

6. Subscription, Fees & Credits

Use of the Software beyond any free trial or free tier requires an active, paid subscription and, where applicable, sufficient usage credits. Fees, billing cycles, usage-based credit consumption, and renewal terms are as set out in the applicable Order or plan and Nova's Terms & Conditions. BizAcuity may suspend access to the Software for accounts with expired subscriptions, exhausted credits, or overdue payment, subject to the notice periods described in the Terms & Conditions.

7. Customer Content & Data License

As between the parties, Customer retains all right, title, and interest in Customer Content. Customer grants BizAcuity a limited, non-exclusive licence to host, process, transmit, and display Customer Content solely to provide, maintain, secure, and support the Software, and as otherwise described in Nova's Privacy Policy. BizAcuity does not use Customer Content to train foundation AI models. Customer is solely responsible for ensuring it has the rights necessary to upload Customer Content and that doing so complies with applicable law.

8. AI-Generated Output

The Software uses third-party large language models and retrieval-augmented generation over Customer Content to produce chat responses, summaries, and other output ("Output"). Output is generated automatically and may be incomplete, inaccurate, or unsuitable for a particular purpose. Output does not constitute legal, financial, medical, HR, or other professional advice. Customer is responsible for reviewing Output before relying on it or acting upon it, and for complying with any laws applicable to its use, including in employment-related decisions.

9. Third-Party Services & Components

The Software is built on and interoperates with third-party infrastructure and services, including cloud hosting, authentication, storage, and AI model providers, and — where Customer enables them — integrations such as Google Workspace, Google Chat, and GitHub. Customer's use of such integrations is also subject to the applicable third party's terms. BizAcuity is not responsible for the availability, acts, or omissions of third-party services outside its reasonable control.

10. Intellectual Property

The Software, including its underlying source code, architecture, models, prompts, branding, and documentation, is and remains the exclusive property of BizAcuity and its licensors. This Agreement does not grant Customer any right to BizAcuity's trademarks, logos, or other brand features except as necessary to use the Software as intended. Feedback that Customer voluntarily provides about the Software may be used by BizAcuity without restriction or obligation.

11. Confidentiality

Each party may receive confidential information of the other party in connection with this Agreement. Each party agrees to protect the other's confidential information using at least the same degree of care it uses for its own confidential information of similar nature, and not less than a reasonable degree of care, and to use such information only to perform its obligations or exercise its rights under this Agreement.

12. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BIZACUITY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT OUTPUT WILL BE ACCURATE OR COMPLETE. NO ADVICE OR INFORMATION OBTAINED FROM BIZACUITY OR THROUGH THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIZACUITY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO BIZACUITY FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BASED AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

14. Indemnification

Customer agrees to indemnify, defend, and hold harmless BizAcuity and its officers, employees, and agents from and against any third-party claims, damages, liabilities, and expenses (including reasonable legal fees) arising from Customer Content, Customer's breach of this Agreement, or Customer's violation of applicable law in its use of the Software.

15. Term & Termination

This Agreement remains in effect for as long as Customer holds an active account or subscription. BizAcuity may suspend or terminate Customer's access immediately upon material breach of this Agreement, including violations of the license restrictions in Section 4, non-payment, or unlawful use of the Software. Upon termination, the licence granted under Section 3 ends immediately, and Customer must cease all use of the Software. Sections that by their nature should survive termination (including Sections 4, 7, 10–14, and 17) shall survive.

16. Export Compliance

Customer shall comply with all applicable trade control and export laws in its use of the Software, and represents that it is not located in, or a national of, any country subject to comprehensive trade sanctions, and is not listed on any applicable restricted party list.

17. Governing Law & Dispute Resolution

This Agreement is governed by the laws of India, without regard to its conflict-of-laws principles. Subject to any mandatory consumer-protection law to the contrary, the courts at Hyderabad, India shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The parties will first attempt to resolve any dispute through good-faith negotiation before initiating formal proceedings.

18. General Provisions

Entire Agreement. This Agreement, together with the Terms & Conditions, Privacy Policy, and any Order, constitutes the entire agreement between the parties regarding the Software and supersedes all prior agreements on the subject.

Amendments. BizAcuity may update this Agreement from time to time; material changes will be notified as described in the Terms & Conditions. Continued use of the Software after changes take effect constitutes acceptance.

Assignment. Customer may not assign this Agreement without BizAcuity's prior written consent. BizAcuity may assign this Agreement in connection with a merger, acquisition, or sale of substantially all its assets.

Severability. If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force and effect.

No Waiver. Failure to enforce any provision of this Agreement is not a waiver of that provision.

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

19. Contact

For questions about this Agreement, contact us at support.nova@bizacuity.ai or visit our contact page.