

# Services Agreement

For Barbed Technology AI Agent Services

## 1. THE PARTIES

This Services Agreement (the "Agreement") is entered into as of the Effective Date by and between:

Barbed Technology ("Provider"), a sole proprietorship with principal contact at support@barbedtechnology.com,

and the individual or entity identified on the applicable invoice or onboarding form ("Client").

Provider and Client may each be referred to individually as a "Party" and collectively as the "Parties."

## 2. SERVICES

2.1 Scope of Services. Provider agrees to design, configure, deploy, and maintain a personal AI agent (the "Agent") for Client. The Agent is deployed via the Telegram messaging platform and operates using large language models, automation tools, and third-party integrations as agreed between the Parties.

2.2 Onboarding and Deployment. Provider will conduct an initial onboarding session during which the Agent is configured and deployed. Provider will grant Client access to the Agent and provide basic instruction on its use.

2.3 Ongoing Support. Provider will provide reasonable technical support for the Agent during the Term of this Agreement. Support is limited to functionality issues directly related to the Agent's configuration and does not include training Client on general use of Telegram, third-party tools, or external services.

2.4 Modifications and Upgrades. Provider may update, modify, or enhance the Agent's capabilities from time to time. Material changes to functionality will be communicated to Client in advance.

## 3. FEES AND PAYMENT

3.1 Fees. Client agrees to pay the fees set forth on the applicable invoice (the "Fees"). Fees are due within thirty (30) days of the invoice date unless otherwise specified ("Payment Terms").

3.2 Late Payment. Late payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Provider reserves the right to suspend or terminate Services if payment is not received within fifteen (15) days of the due date.

3.3 Taxes. Client is responsible for all applicable sales, use, excise, and other taxes, excluding taxes based on Provider's net income.

## 4. INTELLECTUAL PROPERTY

4.1 Provider Intellectual Property. Provider retains all right, title, and interest in and to the Agent software, configuration

tools, deployment scripts, proprietary frameworks, methodologies, templates, and any improvements or modifications thereto (collectively, "Provider IP").

4.2 License to Use. Subject to Client's payment of all applicable Fees, Provider grants Client a non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to access and use the Agent for Client's personal or internal business purposes.

4.3 Client Data. Client retains all rights to any data, content, or information provided by Client to the Agent ("Client Data"). Client grants Provider a limited license to access, process, and store Client Data solely for the purpose of providing the Services under this Agreement.

4.4 Feedback. If Client provides suggestions, enhancement requests, recommendations, or other feedback regarding the Agent, Provider may use such feedback without obligation or compensation to Client.

## **5. CONFIDENTIALITY**

5.1 Confidential Information. "Confidential Information" means all non-public information disclosed by one Party to the other, whether orally, in writing, or electronically, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

5.2 Obligations. Each Party agrees to (a) hold Confidential Information in strict confidence, (b) not disclose Confidential Information to any third party without the other Party's prior written consent, and (c) use Confidential Information only for purposes of performing obligations under this Agreement.

5.3 Exclusions. Confidential Information does not include information that (a) is or becomes publicly available through no fault of the receiving Party; (b) was rightfully known to the receiving Party prior to disclosure; (c) is rightfully obtained from a third party without restriction; or (d) is independently developed by the receiving Party without use of the other Party's Confidential Information.

## 6. DATA PRIVACY AND SECURITY

6.1 Data Processing. Provider will process Client Data only to the extent necessary to provide the Services under this Agreement. Provider will implement reasonable administrative, technical, and physical safeguards to protect Client Data.

6.2 Third-Party Services. The Agent relies on third-party platforms including but not limited to Telegram, large language model providers (e.g., OpenAI, Anthropic, or similar), and cloud infrastructure providers. Client acknowledges that the operation of the Agent depends on these third-party services and that Provider makes no representation or warranty regarding the availability, security, or performance of such third-party services.

6.3 Data Retention. Provider will retain Client Data for the duration of this Agreement and for a reasonable period thereafter as necessary to fulfill legal obligations. Upon termination, Provider will delete or return Client Data within thirty (30) days, except as required by law.

6.4 No Sale of Data. Provider will not sell, rent, or lease Client Data to any third party. Provider will not use Client Data to train public AI models.

## 7. AI-SPECIFIC TERMS AND ACKNOWLEDGMENTS

7.1 Nature of AI Output. Client acknowledges and agrees that large language models and AI systems (the "AI Models") that power the Agent are probabilistic in nature. AI Models may produce outputs that are inaccurate, incomplete, biased, outdated, or otherwise flawed ("Hallucinations"). Client accepts the inherent limitations of current AI technology and agrees not to rely solely on the Agent's outputs for decisions where inaccuracy could result in harm, liability, or financial loss.

7.2 No Guarantee of Accuracy. PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY OUTPUT GENERATED BY THE AGENT OR AI MODELS. THE AGENT IS PROVIDED "AS IS" AND "AS AVAILABLE."

7.3 Client Responsibility for Output. Client is solely responsible for reviewing, verifying, and approving any output generated by the Agent before using, publishing, or acting upon it. Client assumes all risk associated with the use of AI-generated content, including but not limited to risks related to accuracy, copyright, defamation, and compliance with applicable laws.

7.4 Human Oversight Required. Client agrees to maintain meaningful human oversight over the Agent's operations. The Agent is a tool to augment, not replace, human judgment. Client shall not deploy the Agent in any context where fully autonomous decision-making could cause harm or legal liability.

7.5 No Medical, Legal, or Financial Advice. Client acknowledges that the Agent does not provide medical, legal, accounting, or financial advice. Client shall not rely on the Agent for such purposes and shall consult appropriately qualified professionals.

7.6 Prohibited Uses. Client shall not use the Agent to:

- (a) Generate content that is illegal, fraudulent, defamatory, discriminatory, harassing, or otherwise harmful;
- (b) Violate any applicable local, state, federal, or international law;
- (c) Infringe upon the intellectual property or privacy rights of any third party;
- (d) Engage in unauthorized access to systems, networks, or data;
- (e) Generate spam, phishing content, or malicious code;
- (f) Create automated decision-making systems that affect legal rights or similarly significant matters without adequate human oversight.

7.7 Evolving Technology. Client acknowledges that the field of AI is rapidly evolving and that the Agent's capabilities, underlying AI Models, and applicable legal landscape may change during the Term. Provider reserves the right to modify the

## **8. WARRANTIES AND DISCLAIMERS**

8.1 Provider Warranties. Provider warrants that (a) it has the right and authority to enter into this Agreement and perform the Services; (b) the Services will be performed in a professional and workmanlike manner; and (c) the Agent will substantially conform to its documented functionality under normal use.

8.2 Client Warranties. Client warrants that (a) it has the right and authority to enter into this Agreement; (b) it will use the Agent in compliance with all applicable laws and this Agreement; and (c) any Client Data provided to the Agent does not violate any third-party rights or applicable laws.

8.3 EXPRESS DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT. PROVIDER DOES NOT WARRANT THAT THE AGENT WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED.

8.4 NO WARRANTY FOR AI OUTPUT. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, SAFETY, OR LAWFULNESS OF OUTPUT GENERATED BY THE AGENT. CLIENT ACKNOWLEDGES THAT AI MODELS MAY PRODUCE OUTPUT THAT IS INACCURATE, BIASED, HARMFUL, OR OTHERWISE UNSUITABLE FOR CLIENT'S INTENDED USE.

## 9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE AGENT, OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S TOTAL LIABILITY TO CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE AGENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 No Liability for AI Output. WITHOUT LIMITING THE FOREGOING, PROVIDER SPECIFICALLY DISCLAIMS AND SHALL HAVE NO LIABILITY WHATSOEVER FOR:

- (a) Hallucinations, inaccuracies, or errors in AI-generated output;
- (b) Unauthorized or illegal use of the Agent by Client or any third party granted access by Client;
- (c) Data loss, corruption, or unauthorized access arising from Client's use of the Agent or third-party services;
- (d) Client's failure to maintain adequate human oversight;
- (e) Acts or omissions of third-party service providers (including AI model providers, cloud infrastructure, and Telegram);
- (f) Any claim arising from Client's breach of this Agreement;
- (g) Any claim arising from Client's failure to review, verify, or approve Agent output before use.

9.4 Essential Purpose. Client acknowledges and agrees that the limitations of liability set forth in this Section 9 are an essential part of the basis of the bargain between the Parties and that Provider would not enter into this Agreement without such limitations.

## 10. INDEMNIFICATION

10.1 Client Indemnification. Client agrees to indemnify, defend, and hold harmless Provider, its affiliates, officers, directors, employees, agents, and subcontractors from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Client's use of the Agent in violation of this Agreement or applicable law;
- (b) Any claims that Client Data infringes upon the rights of any third party;
- (c) Client's failure to maintain adequate human oversight or failure to verify Agent output;
- (d) Any dispute between Client and any third party granted access to the Agent by Client;
- (e) Client's gross negligence, willful misconduct, or fraud.

10.2 Provider Indemnification. Provider agrees to indemnify, defend, and hold harmless Client from and against any third-party claim that the Agent (as originally provided to Client) infringes upon a United States patent, copyright, or trade secret of such third party, provided that (a) Client promptly notifies Provider in writing of the claim; (b) Provider has sole control of the defense and settlement; and (c) Client provides reasonable cooperation. Provider shall have no obligation under this Section to the extent the alleged infringement arises from Client's modification of the Agent, use of the Agent in

combination with third-party products, or failure to use updated versions provided by Provider.

## 11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and continues until terminated by either Party (the "Term").

11.2 Termination for Convenience. Either Party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other Party.

11.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party (a) materially breaches this Agreement and does not cure such breach within fifteen (15) days of receiving written notice; (b) becomes insolvent or commences bankruptcy proceedings; or (c) engages in conduct that could bring the other Party into disrepute.

11.4 Effect of Termination. Upon termination, (a) Client's license to use the Agent terminates immediately; (b) Provider will deliver any outstanding invoices and Client will pay all amounts due; (c) each Party will return or destroy the other's Confidential Information; and (d) Sections 4, 5, 7, 8, 9, 10, and 12 shall survive termination.

## 12. GENERAL PROVISIONS

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

12.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Wilmington, Delaware. Each Party shall bear its own attorneys' fees and costs, except that the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

12.3 Entire Agreement. This Agreement, together with any exhibits, schedules, and invoices referenced herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral.

12.4 Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

12.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.6 Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

12.7 Assignment. Client may not assign or transfer this Agreement, in whole or in part, without Provider's prior written consent. Provider may assign this Agreement without Client's consent to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

12.8 Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government actions, pandemic, strikes, internet outages, or failure of third-party services.

12.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein shall confer upon any other person any legal or equitable right or remedy.

12.10 Relationship of Parties. The Parties are independent contractors. Nothing in this Agreement shall create a

partnership, joint venture, agency, or employment relationship between the Parties.

12.11 Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12.12 Notice. All notices under this Agreement shall be in writing and sent to the email addresses provided by each Party, with delivery confirmed by read receipt or reply.

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**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.**

**BARBED TECHNOLOGY**

Provider

**[CLIENT NAME]**

Client

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Signature

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Signature

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Date

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Date