LINKOVA INC. - TERMS OF SERVICE

Effective Date: 5/3/2025

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1. DEFINITIONS & INTERPRETATION

1.1 "Company," "we," "us," or "Linkova" refers to Linkova Inc., a Delaware C-Corporation.

1.2 "Client" or "you" refers to the party entering into this agreement for use of Linkova's services.

1.3 "Services" means all AI agent development, IT infrastructure management, cloud hosting, automation systems, and consulting services provided by Linkova.

1.4 "Initial Buildout Fee" means the upfront, non-refundable fee charged for developing and deploying customized automation solutions.

1.5 "Retainer Fee" means the recurring monthly fee for hosting, maintenance, and/or technical support.

1.6 "SOW" means any written Statement of Work or project brief mutually agreed upon.

1.7 References to "include," "including," or similar words are illustrative and not limiting.

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2. SCOPE OF SERVICES

2.1 Linkova offers custom AI-powered business solutions including, but not limited to:

- Automated quoting, scheduling, follow-up, invoicing, and lead response workflows

- Secure hosting infrastructure (via Microsoft Azure Founders Hub)

- Third-party API integrations (e.g. Google Workspace, CRM platforms)

- Internal process automation, analytics, and reporting tools

- IT system administration and consulting

2.2 Services may vary depending on Client industry, workflow complexity, and operational needs. All services are outlined in a written proposal or SOW signed by both parties.

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3. PRICING, FEES, AND BILLING TERMS

3.1 **Custom Pricing**: All quotes are custom and specific to each Client. No universal or pre-set pricing is guaranteed. Prices vary by:

- Number of workflows

- Complexity of automation logic

- Third-party integrations

- Storage and compute needs

3.2 **Initial Buildout Fee**:

- Required before development begins

- Non-refundable under all circumstances

- Includes planning, prompt engineering, and development of AI workflows

3.3 **Monthly Retainer**:

- Begins after automation deployment unless otherwise agreed

- Covers: Hosting, updates, security patches, bug resolution, uptime monitoring, and support

- Higher fees apply for larger infrastructures and more demanding uptime or compute resources

3.4 **Late Payment**:

- Overdue invoices are subject to a 1.5% monthly interest or the highest amount permitted by law

- Failure to pay within 15 days may result in service suspension

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4. CANCELLATION, REFUNDS, AND TERMINATION

4.1 **Client Cancellation**:

- Clients may terminate ongoing services with 30 days' written notice.

- Retainer charges will stop after the cancellation period ends.

- All hosted automation tools and dashboards will become inaccessible upon cancellation unless otherwise agreed.

4.2 **No Refunds**:

- The Initial Buildout Fee is strictly non-refundable.

- If the Client terminates services mid-term, no partial refunds will be issued for the current billing period.

4.3 **Post-Buildout Hosting**:

- Clients may continue paying a minimal hosting-only fee if they wish to retain functionality without full support.

- Self-hosting is not permitted due to security and IP protection protocols.

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5. HOSTING & MAINTENANCE POLICY

5.1 Our systems are hosted securely using Microsoft Azure cloud infrastructure under the Azure Founders Hub.

5.2 Monthly hosting fees include:

- Secure, encrypted cloud hosting

- Data backups and disaster recovery

- System monitoring

- Patch management and support

5.3 Non-payment of hosting will disable all automation workflows. No uptime or system performance is guaranteed without an active hosting agreement.

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6. SERVICE AVAILABILITY AND SUPPORT

6.1 Linkova aims for 99.9% uptime. However, due to external dependencies on AI services, cloud infrastructure, or third-party APIs, intermittent downtime may occur.

6.2 Monthly support fees ensure:

- Priority bug resolution

- Ticket-based and/or email-based support

- Proactive updates and fixes

6.3 Service-level expectations are defined per Client and scope agreement.

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7. INTELLECTUAL PROPERTY (IP)

7.1 All custom-built AI logic, automation templates, and platform code remain proprietary to Linkova.

7.2 Client data and brand assets (logos, customer lists, etc.) remain property of the Client.

7.3 No resale, duplication, or reverse engineering of Linkova technology is permitted.

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8. DATA PRIVACY & CLIENT DATA

8.1 All Client data is stored securely in encrypted formats.

8.2 Linkova will not sell, misuse, or share Client data with third parties without written consent unless required by law.

8.3 We comply with industry-standard privacy laws including GDPR, CCPA (if applicable), and use best practices in security.

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9. DISCLAIMER & LIMITATION OF LIABILITY

9.1 Services are provided "as is." Linkova disclaims all warranties, express or implied, including fitness for a particular purpose.

9.2 We do not guarantee uninterrupted service or that the Services will be error-free.

9.3 In no event shall Linkova's liability exceed the amount paid by Client in the past 3 months.

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10. FORCE MAJEURE

10.1 Linkova shall not be liable for delays or failures caused by events beyond its reasonable control including but not limited to:

- Cloud outages
- Cyberattacks
- Pandemics

- Acts of war or terrorism

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11. GOVERNING LAW & DISPUTE RESOLUTION

11.1 These Terms are governed by the laws of the State of Delaware.

11.2 Any disputes shall be resolved via binding arbitration under the rules of the American Arbitration Association (AAA).

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12. AMENDMENTS & WAIVERS

12.1 Linkova reserves the right to update these Terms at any time with 14 days' notice.

12.2 Any waiver must be in writing and signed by both parties.

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13. ENTIRE AGREEMENT

13.1 These Terms, along with any signed SOWs or proposals, constitute the entire agreement between Client and Linkova.

13.2 No other verbal or written communication shall override these Terms unless formally amended.

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14. CONTACT INFORMATION

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