

Syntax Ai Labs

Product Terms & Conditions

Syntax AI Labs · Effective 27 August 2026

1. About these terms

These terms cover how Syntax AI Labs customises, licenses, delivers and supports its AI/ML software for a client. The Project Value is paid in two parts: **50% in advance on confirmation** and **50% before installation on the client's system**.

Definitions

- **Client** means the person or organisation that accepts a Proposal from the Company.
- **Proposal** means the Company's written proposal or quotation that sets out the scope, delivery type, licence type and number of Licences, price, delivery date and support period.
- **Product** means the Company's software and everything that comes with it: web or desktop applications, AI/ML models, trained voices, configurations and documentation.
- **Customisation** means the work done to fit the Product to the Client. This includes development, configuration, data preparation and model or voice training.
- **Project Value** means the total price stated in the Proposal, before taxes.
- **Licence** means the Client's right to use the Product, as set out in Sections 5.1 and 7.
- **Business day** means Monday to Saturday, excluding public holidays in India.

These terms apply to every Proposal. If a signed Proposal differs from these terms on price, scope or timeline, the Proposal prevails.

2. How an engagement works

Every project follows these steps in order. The Project Value is paid at step 3 and step 6. Extra work is billed separately: change requests (4.4), voice training (5.5), on-site visits (6.1), the AMC (6.4) and third-party running costs (8.2).

1. **Discovery meeting (free).** We listen to the Client's problem, suggest a business solution and present our product proposal.
2. **First demo.** We show how the product solves the Client's problem.
3. **Confirmation and 50% advance.** The Client confirms in writing that it is going ahead and pays 50% of the Project Value on the same day. The advance is always paid before any customisation, training or customised demo begins.
4. **Customisation and training.** We build the Client's version, including any training the Proposal calls for.
5. **Approval.** We show the customised Product working on the Client's use case, and the Client approves it (Section 4.3).
6. **Final 50% and licence activation.** We package the Product and prepare a Licence in the Client's name. The Client pays the remaining 50% before installation (Section 3.3).
7. **Delivery, setup and free support.** We install and set up the Product. Free support then runs for the period stated in the Proposal (3 to 6 months).

3. Payment terms

The Project Value is paid in two equal parts. The schedule is:

Milestone	Share of Project Value	When it is due	What it covers
Advance	50%	On confirmation (day 1), and always before customisation begins	GPU and cloud compute, voice and model training, system resources and development time for the Client's version
Final payment	50%	Before the Product is installed or delivered on the Client's system	Licence activation, packaging, delivery and initial setup

3.1 Why we take an advance. Customisation uses real resources from the day it starts, including GPU time for training, compute and storage, and engineering time. All of this is spent on one Client and cannot be reused for anyone else. The advance covers these costs.

3.2 Refunds of the advance. If the Client cancels after paying the advance but before customisation starts, the Company refunds the advance less any costs already incurred, such as compute used to prepare a demo. Once customisation has started, the advance is

not refunded, because it has been spent on resources for that Client (Section 3.1). If the Company fails to deliver for reasons within its control, it refunds the advance in full.

3.3 Final payment. The remaining 50% is due once the Product is approved (Section 4.3) and packaged. The Product is installed or delivered, and the Licence activated, only after this payment is received.

3.4 Pricing and billing options. The Proposal gives two prices, and the Client chooses one when confirming. A GST invoice is billed at the GST rate in force and costs more. A non-GST invoice is billed without GST and costs less. The advance and the final payment are billed under the same option. If the Client deducts TDS, it must send the TDS certificate within the statutory period.

3.5 How to pay. Payment is by bank transfer (NEFT/RTGS/IMPS), UPI or cheque, to the account details on the Company's invoice. Payment is complete only when the funds reach the Company's account.

3.6 Late payment. If a payment is overdue, the Company may pause work, licensing, delivery or support until it is received, and the timeline extends by the length of the delay. Overdue amounts carry interest at 1.5% per month from the due date until paid.

4. Customisation and approval

The Company customises the Product to the scope in the Proposal and shows it to the Client before final sign-off.

4.1 What the Client provides. The Client provides the data, documents, voice samples, system access and feedback the work needs, on time. Delays on the Client's side extend the timeline by the same amount.

4.2 Rights to Client material. The Client confirms it has the right to share everything it provides. For voice samples, this means the speaker's written consent to their voice being recorded and used for training.

4.3 Approval. When customisation is complete, the Company shows the Product working on the Client's use case, either in a customised demo or through a review build. The Client has 3 business days to approve it in writing or list issues within the agreed scope. If the Client does not respond within those 3 business days, the Product is treated as approved.

4.4 Revisions. The price includes up to two rounds of minor adjustments within the agreed scope. New features, new integrations or changes to scope are change requests. These are quoted and billed separately, with the same 50/50 payment terms.

5. Licensing, packaging and delivery

After the Client approves the Product (Section 4.3), the Company packages it and prepares a Licence in the Client's name. The Licence is activated once the final payment is received (Section 3.3).

5.1 Licence types. Each purchase of the Product comes with one Licence in the Client's name. What one Licence covers depends on how the Product is delivered:

Delivery type	One Licence covers	How long it lasts
Desktop or on-premise install	One PC, locked to that machine (Section 7.5)	Perpetual
Web deployment on the Client's own server	One named user account	Perpetual
Hosted by the Company	One named user account	The hosting term in the Proposal, renewed with the hosting fee

A Licence cannot be shared or transferred. For another PC or user account, the Client buys another Licence (Section 5.4).

5.2 Delivery. The Product is delivered as an installer, a web deployment or a hosted service, as stated in the Proposal. The delivery date is the day the Product is installed or made available on the Client's system.

5.3 Final payment. The remaining 50% is paid before delivery, as set out in Section 3.3.

5.4 Additional licences. Each additional Licence is a separate purchase of the Product, at the Company's price at that time.

5.5 Voice training on an existing Licence. The Client can ask the Company to train a new voice model and add it to the Client's existing Licence, without buying a new one. Voice training is charged per person, each time a voice is trained or retrained. The rate is quoted when the Client makes the request.

5.6 Delivery timeline. The Company delivers by the date in the Proposal, extended by any delay on the Client's side. If the Company is more than 30 days late for reasons within its control, the Client may cancel by written notice and receive the advance back in full.

6. Installation and free support

Initial setup is included in the price. After delivery, the Client receives free support for 3 to 6 months, with the exact period stated in the Proposal.

6.1 Initial setup. The Company installs and configures the Product on the Client's systems and walks the Client's team through it. Setup is done remotely by default. If on-site setup is needed, the Client pays the travel and stay costs.

6.2 Free support period. Support starts on the delivery date and runs for the period in the Proposal. If an issue occurs, the Company connects remotely to investigate and fix it.

Covered during free support	Not covered
Bugs and defects in the delivered Product	New features or changes to scope
Installation and configuration problems	Issues caused by the Client changing the Product or its environment
Remote troubleshooting sessions	Third-party hardware, operating systems, networks or cloud outages
Guidance on using the Product	Retraining models or voices on new data

6.3 How to get support. The Client reports issues by email or phone. The Company responds within one business day (Monday to Saturday, 10:00 to 19:00 IST). The Client gives remote access when asked and keeps its own backups.

6.4 After the free period. Continued support, updates and retraining are available under a paid Annual Maintenance Contract (AMC) at the rate quoted at that time. For a hosted Product, hosting continues after the free period only under a paid AMC or hosting plan.

6.5 Hosted services. For a hosted Product, the Company uses reasonable efforts to keep it available, apart from planned maintenance announced in advance. No specific uptime is guaranteed unless the Proposal states one.

7. Ownership and licence

Syntax AI Labs owns all rights to the Product. The Client buys a Licence to use it, not ownership of the Product.

7.1 Company ownership. All intellectual property in the Product belongs exclusively to Syntax AI Labs. This covers everything the Company creates for the Product, including every customisation and improvement made during a project. Where the Product uses a third-party component, that component stays with its owner, and the Company holds any licence it needs in its own name. The Company does not charge for any third-party component. Its prices cover only its own work:

- **Research:** studying the Client's problem, its users, the market and the right technical approach
- **Design and engineering:** solution architecture, AI/ML pipeline design, data flow and UI/UX design
- **Proprietary algorithms and models:** algorithms the Company develops, and AI/ML and voice models it trains, including data preparation, fine-tuning and evaluation
- **Software development and testing:** building and testing the Product across the Company's technology stack, including web, desktop, backend and cloud
- **Compute and infrastructure:** GPU, cloud and system resources used for development, training and testing
- **Security and licence protection:** code encryption, licence control and machine binding
- **Intellectual property:** protecting the Company's inventions, including patent work
- **Delivery and support:** customisation, packaging, installation, documentation, onboarding and technical support

Nothing in a Proposal or these terms transfers ownership of any of this to the Client.

7.2 What the Client receives. Once the final payment is received, the Client receives a non-exclusive, non-transferable Licence to use the delivered version of the Product for its own business. For desktop, on-premise and self-hosted web installs, the Licence is perpetual. For a Product hosted by the Company, it lasts for the hosting term in the Proposal (Section 5.1). Upgrades to future versions are not included unless stated in the Proposal or an AMC.

7.3 What the Client may not do. The Client may not:

- copy, resell, rent, sublicense or distribute the Product
- share licence keys, or use the Product on more PCs or user accounts than the Licences purchased
- reverse-engineer, decompile or try to extract source code or model weights
- remove copyright or licence notices
- use the Product to build a competing product

7.4 Client data and personal data. Data the Client provides, including voice samples, remains the Client's. The Company:

- uses it only to build, deliver and support the Client's Product
- does not use it to train or improve models for anyone else without the Client's written consent
- keeps it secure, with access limited to staff who need it for the project

- deletes or returns it within 30 days after the free support period ends, or sooner on written request, unless the law requires it to be kept

Both parties comply with the Digital Personal Data Protection Act, 2023 and its rules. The Client collects the data, so it is responsible for giving notice to, and getting consent from, the people whose data it shares, including the speakers in voice samples.

7.5 Licence protection: one licence per PC. The Product's code is encrypted and protected against reverse engineering. For desktop and on-premise installs, each Licence is locked to one machine using that machine's hardware information, so it works on one PC only. If that same PC is formatted or its operating system reinstalled, the Client can activate the same Licence on it again. If the PC fails or is replaced, the Client can move the Licence to a new PC once a year at no charge, after the old PC is deactivated. Further transfers are charged at the Company's rate at that time. Using the Product on an additional PC needs another Licence.

7.6 Suspending or ending the Licence. If the Client breaches Section 7.3 or does not make a payment when due, the Company may suspend or end the Licence. It first gives written notice, and the Client has 5 business days to fix the breach.

8. General terms

8.1 Cancellation. The Client may cancel by written notice at any time. What is payable depends on when the Client cancels:

- **before paying the advance:** nothing
- **after paying the advance, before customisation starts:** the advance is refunded, less costs already incurred (Section 3.2)
- **after customisation starts:** the advance is kept
- **after approval (Section 4.3):** the full Project Value is payable

8.2 Third-party running costs. These are different from the third-party components in Section 7.1, which the Company does not charge for. If running the Product needs paid outside services, such as cloud hosting, paid APIs or telephony, the Proposal lists them. The Client either pays these usage fees directly to the provider, or the Company passes them on at cost with no markup.

8.3 Confidentiality. Each party keeps the other's business information, data and pricing confidential, during the project and after it ends.

8.4 Warranty. The Company will deliver the Product as described in the Proposal and as approved under Section 4.3. AI outputs, including speech and predictions, are probabilistic and may sometimes be inaccurate. The Client is responsible for how it uses those outputs.

8.5 Limit of liability. The Company's total liability under any project is limited to the amount the Client has paid for that project. Neither party is liable for indirect or consequential loss, such as lost profits or lost data. These limits do not apply to breach of the licence terms (Section 7.3), breach of confidentiality (Section 8.3), infringement of the other party's intellectual property, the Client's indemnity (Section 8.6), or fraud.

8.6 Indemnity. The Client will compensate the Company for any loss, claim or cost that arises from material the Client provides, or from the Client's misuse of the Product or its outputs. This includes voice samples shared without the speaker's valid consent.

8.7 Force majeure. Neither party is responsible for delays caused by events outside its reasonable control. These include natural disasters, power or internet failures, and government action.

8.8 Governing law and disputes. These terms are governed by the laws of India. The parties will first try to settle any dispute through good-faith discussion for 30 days. If that fails, the dispute goes to arbitration under the Arbitration and Conciliation Act, 1996, before a sole arbitrator appointed by mutual agreement. The seat of arbitration is the city of the Company's registered office, and proceedings are in English.

8.9 Other terms.

- **Entire agreement:** these terms and the signed Proposal form the whole agreement. Any change must be in writing and agreed by both parties.
- **Notices:** notices are given in writing by email to the addresses in the Proposal.
- **Electronic acceptance:** acceptance by e-signature, by email confirmation or by paying the advance is valid and binding.
- **Assignment:** the Client may not transfer its rights under these terms without the Company's written consent.
- **Severability:** if any part of these terms is found invalid, the rest still applies.
- **Survival:** Sections 3, 7, 8.3, 8.5, 8.6 and 8.8 continue after the project ends.
- **Non-solicitation:** during the project and for 12 months after, the Client will not hire Company staff who worked on it without the Company's written consent.

9. Acceptance

By signing below, or by paying the advance, the Client accepts these terms.

	For Syntax AI Labs	For the Client
Name		
Designation		

	For Syntax AI Labs	For the Client
Company	Syntax AI Labs	
Signature		
Date		