BidR Software Licence Terms and Conditions

Version 1.0 · Effective [date of issue] · BidR is the property of BrainDance Ltd

DRAFT FOR LEGAL REVIEW. Not to be issued to customers until approved by a solicitor qualified in Northern Ireland. Fill in the [bracketed] details first.

Key points (summary)

These terms are a legally binding contract between your business and BrainDance Ltd. Please read them, in particular clauses 6, 9, 10 and 11.

- BidR is an estimating tool. **You are responsible for every price, quantity, rate, tender, programme and decision you make with it**, and you must check its results before you rely on them.
- The example rate, material, plant and labour libraries are **examples only** and must be replaced with your own rates before pricing live work.
- AI features can be wrong. Treat their output as a draft for a qualified person to check.
- **Our total liability is limited to the licence fees you paid**, and we are not liable for lost profits, lost tenders, pricing errors or data loss (clause 10).
- You buy a perpetual licence for the version you receive. Updates and support after the first year are an optional paid plan.
- You are signing on behalf of your business, and a signed copy is emailed to BrainDance Ltd as a record.

This summary is for convenience. If it differs from the clauses below, the clauses apply.

1. About these terms

1.1 These terms (the **"Agreement"**) are between BrainDance Ltd, a company registered in Northern Ireland with company number [number], whose registered office is at [address] ("BrainDance", "we", "us", "our") and the business named in the Acceptance Record (the **"Customer"**, **"you"**, **"your"**).

1.2 The Agreement applies to the BidR software in every edition (Lite, Pro and Demo), on any platform, including any updates, example libraries, templates, documentation and AI features we supply (together, the **"Software"**).

1.3 The Agreement starts when it is signed in the Software or otherwise accepted in writing (the **"Effective Date"**). It replaces any earlier terms for the Software. No terms on your purchase order or other document apply.

1.4 **Business use only.** The Software is sold only to businesses and professionals for use in their trade or profession. By accepting, you confirm that you are not acting as a consumer. If a consumer nonetheless acquires the Software, nothing in this Agreement affects their statutory rights.

2. Definitions

Acceptance Record means the record created when the Agreement is signed, as described in clause 15.

Authorised User means an employee or contractor of the Customer who uses the Software under a Licence.

Customer Data means tenders, drawings, documents, rates, prices, libraries, subcontractor details and any other data entered into, imported into or created with the Software by or for the Customer.

Device means the single computer to which a Licence is locked by its licence file.

Documentation means the user manual, admin guide, licence guide and in-app help supplied with the Software.

Fees means the licence fees and any plan or service fees paid by the Customer to BrainDance.

Licence means a licence to use one edition of the Software on one Device, as shown on the invoice and licence file.

Output means any estimate, bill of quantities, rate, take-off, quantity, programme, cash flow, tender letter, qualification, risk review, report, export or other result produced by or with the Software, including by its AI features.

3. Licence

3.1 Subject to payment of the Fees and to this Agreement, we grant the Customer a perpetual, non-exclusive, non-transferable, non-sublicensable licence for each Licence purchased to install and use the version of the Software supplied on one Device, for the Customer's internal business purposes only.

3.2 Demo Licences are free, limited in features and time, and end on the date in the licence file. They are supplied **as is** and clause 9.1 does not apply to them.

3.3 You must not, and must not allow anyone else to:

- copy, share, transfer, sell, rent, lend or sublicense the Software or any licence file, or use one Licence on more than one Device at a time;
- create, edit, move or tamper with a licence file, or bypass or disable any licence check, time limit, edition limit or watermark;
- reverse engineer, decompile or disassemble the Software, except to the extent the law expressly allows despite this restriction;
- modify the Software, or use it to build a competing product or service;
- remove or change any copyright, trade mark or proprietary notice; or
- use the Software unlawfully or in breach of any third party's rights.

3.4 Moving a Licence to a replacement Device requires a new licence file from us. We may ask you to confirm that the Software has been removed from the old Device.

4. Ownership

4.1 BidR and the Software are the property of BrainDance Ltd. All intellectual property rights in the Software, Documentation, example libraries and templates belong to BrainDance Ltd or its licensors. The Customer receives only the rights expressly set out in clause 3.

4.2 Customer Data and Output belong to the Customer. We claim no rights in them.

4.3 If you give us feedback or suggestions, we may use them freely without payment or obligation.

5. Fees and payment

5.1 Fees are as shown on our quote or invoice, exclude VAT and are payable within 14 days of invoice unless agreed otherwise in writing.

5.2 Licence files may be withheld until Fees are paid. Licence Fees are non-refundable except as stated in clause 9.2 or required by law.

6. Your responsibilities

6.1 **The Software is a tool to assist qualified people.** It does not replace professional skill, judgement or checking. The Customer is solely responsible for:

- all prices, rates, quantities, measurements, margins, allowances, programmes, cash flows, qualifications and tender submissions it prepares or submits, whether or not produced with the Software;
- checking every Output for accuracy, completeness and suitability before relying on it, including checking quantities against the drawings and specifications, and rates against current market prices and quotations;
- the accuracy and completeness of all Customer Data, including drawing scales, units, revisions, addenda and tender documents loaded into the Software;
- choosing which Outputs to use and all commercial, contractual and technical decisions taken with them; and
- making sure Authorised Users are competent and trained, and use the Software in line with the Documentation.

6.2 **Example libraries.** The rate, material, plant and labour libraries supplied with the Software are examples with indicative prices only. They are not current market rates and are not suitable for pricing live work. You must replace or verify them with your own rates and current quotations before pricing any live tender.

6.3 **AI features.** AI and automated features (including tender reading, missing-item checks, auto take-off, contract risk review, rate checks and the assistant) produce suggestions that can be incomplete or wrong. They are drafts for a qualified person to review and are not professional, legal, contractual, quantity surveying or financial advice. Where you connect an online AI service (for example Claude, OpenAI or Azure OpenAI), you do so under your own account and that provider's terms, and you are responsible for what you send to it.

6.4 **Backups and security.** Desktop editions store Customer Data on your own Devices or network. You are responsible for backing up Customer Data, for the security of your Devices, network folders and accounts, and for anti-virus protection. Daily backups made by the Software are a convenience and do not replace your own backup arrangements.

6.5 You must keep your operating system within the supported versions listed in the Documentation and install updates we make available under an active plan.

7. Updates, support and plan

7.1 Each Licence includes updates and email support for 12 months from the Effective Date. After that, updates and support are available through the optional yearly plan at our then-current price.

7.2 If the plan lapses, the Customer may keep using the latest version it received, under this Agreement.

7.3 Support is provided by email during UK business hours on reasonable efforts. We do not guarantee response or fix times.

7.4 We may change, add or remove features in future versions. Updates may come with updated terms, which apply to that update once accepted.

8. Data protection

8.1 BrainDance does not host or access Customer Data held in desktop editions, except where you send it to us (for example for support or a rate library import).

8.2 We process the personal data in the Acceptance Record, licence requests and support messages as a controller, to manage licences, enforce this Agreement and keep business records, in line with UK data protection law and our privacy notice.

8.3 Where we receive Customer Data containing personal data for support or a service, we process it only on your instructions, keep it confidential and delete it when the work is done, unless the law requires otherwise.

8.4 The Customer is responsible for having a lawful basis for any personal data in Customer Data, including subcontractor and client contact details.

9. Warranty

9.1 We warrant that for 90 days from the Effective Date the paid Software will perform substantially as described in the Documentation when used correctly on a supported Device.

9.2 If it does not, and you tell us in writing within that period, we will at our option fix or work around the problem, supply a replacement, or refund the licence Fee for the affected Licence and end that Licence. **This is your sole remedy for breach of clause 9.1.**

9.3 Clause 9.1 does not apply to problems caused by Customer Data, use not in line with the Documentation, unsupported systems, third-party software or services, modifications not made by us, or Demo Licences.

9.4 Except as set out in clause 9.1, and to the fullest extent permitted by law, the Software, Output and all services are provided **as is**. All other warranties, conditions and terms, whether express or implied by statute, common law or otherwise, including those of satisfactory quality, fitness for a particular purpose and accuracy, are excluded. We do not warrant that the Software will be error-free or uninterrupted, or that any Output will be accurate, complete or win any tender.

10. Limitation of liability

10.1 **Nothing in this Agreement limits or excludes liability** for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

10.2 Subject to clause 10.1, BrainDance shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:

- loss of profit, revenue, business, contracts, tenders or anticipated savings;
- loss arising from any price, rate, quantity, measurement, programme, cash flow, qualification or tender being wrong, incomplete or under-priced, or from any decision made using Output;
- liquidated damages, delay costs, or claims made against the Customer by its clients, subcontractors or other third parties;

- loss or corruption of data, or the cost of restoring it;
- loss arising from errors, omissions or misuse by the Customer or its Authorised Users, from Customer Data, or from failure to follow clause 6; or
- indirect, special or consequential loss.

10.3 Subject to clauses 10.1 and 10.2, BrainDance's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total licence Fees paid by the Customer for the Licence or Licences giving rise to the claim.

10.4 The Customer agrees that these limits are reasonable given the low price of the Software, the nature of estimating work, that the Customer is best placed to check its own tenders and to insure against its own business risks, and that the Customer had the opportunity to read these terms and seek advice before signing.

10.5 Any claim must be notified to us in writing within 12 months of the Customer becoming aware of the facts giving rise to it.

11. Indemnity

11.1 The Customer shall indemnify BrainDance against all losses, damages, costs (including reasonable legal fees) and liabilities arising from any claim by a third party relating to: the Customer's tenders, estimates, contracts or projects; Customer Data; or the Customer's breach of this Agreement or misuse of the Software.

11.2 We will tell the Customer promptly about any such claim and let the Customer take reasonable part in its defence at the Customer's cost.

12. Third-party components

The Software includes open-source and third-party components licensed under their own terms, which are listed in the Software. Those terms apply to those components and nothing in this Agreement restricts rights they grant.

13. Suspension and termination

13.1 We may end this Agreement and all Licences by written notice if the Customer materially breaches it (including clause 3.3 or non-payment) and, where the breach can be fixed, does not fix it within 14 days of notice.

13.2 On termination the Customer must stop using the Software and delete it from all Devices. Customer Data remains the Customer's and can be exported before deletion.

13.3 Clauses 4, 6, 8, 9.4, 10, 11, 15, 16 and any other clause intended to survive, survive termination.

14. Confidentiality

Each party will keep confidential the other's confidential information received under this Agreement and use it only for this Agreement, except where it is public, already known, independently developed, or must be disclosed by law. The Software, its licensing method and any non-public pricing are our confidential information.

15. Electronic signature and records

15.1 The parties agree that this Agreement may be accepted electronically, and that a typed name, drawn signature and acceptance made in the Software by an Authorised User is a valid signature of the Customer with the same effect as a handwritten one.

15.2 The person signing confirms that they have read and understood this Agreement and have authority to bind the Customer.

15.3 On signing, the Software creates an Acceptance Record containing: the signer's name, job title, company and email; the date and time; the Agreement version and a fingerprint (SHA-256) of its text; the edition, PC code and app version; and the drawn signature. The Acceptance Record is sent to BrainDance and a copy to the signer's email address. The Software cannot be used until the Acceptance Record has been received by BrainDance.

15.4 The Acceptance Record held by BrainDance is evidence of the Customer's acceptance and of the version accepted.

16. General

16.1 **Entire agreement.** This Agreement is the entire agreement between the parties about its subject. Each party confirms it has not relied on any statement not set out in it. Nothing in this clause limits liability for fraud.

16.2 **Changes.** Changes to this Agreement are valid only if in writing and agreed by both parties, or accepted in the Software for a new version under clause 7.4.

16.3 **Severability.** If any part of this Agreement is found invalid or unenforceable, it shall be modified to the minimum extent needed to make it enforceable, and the rest of the Agreement continues in force.

16.4 **Waiver.** A failure or delay in enforcing any right is not a waiver of it.

16.5 **Assignment.** The Customer may not assign or transfer this Agreement without our written consent. We may assign it to a buyer of our business or of the Software.

16.6 **Events beyond control.** Neither party is liable for delay or failure caused by events beyond its reasonable control.

16.7 **Notices.** Notices must be in writing and sent by email to the address in the Acceptance Record (for the Customer) or to Comms@BrainDanceLtd.onmicrosoft.com (for us).

16.8 **Third parties.** No one other than the parties has any right to enforce any term of this Agreement.

16.9 **Governing law and courts.** This Agreement and any dispute arising from it (including non-contractual disputes) are governed by the law of Northern Ireland, and the courts of Northern Ireland have exclusive jurisdiction.

Schedule – Acceptance Record

Completed automatically when the Agreement is signed in the Software (clause 15). Can also be completed by hand for a paper signature.

Company (Customer)	
Company address	
Signed by (full name)	
Job title	
Email	
Signature	
Date and time	
Edition and number of Licences	
PC code	
App version	
Agreement version and SHA-256 fingerprint	

By signing, the person named above confirms that they have read and understood this Agreement, accept it on behalf of the Customer, and have authority to do so.

Signed for BrainDance Ltd: _____

Name: _____

Date: _____