SuRFIcE pilot agreement

AInnoverse Tech Centre LLP, operating as SuRFIcE (Submittal & RFI Compliance Engine)

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This agreement has three parts: Part 1, the order form; Part 2, the pilot terms; Part 3, Schedule A (confidentiality). SuRFIcE is a screening aid. It does not approve or reject work and is not engineering advice. Your qualified engineer decides every item.

Part 1: Order form

Field	Entry
Pilot seat	PILOT-[NNN]
Client legal name	[ ]
Registered address	[ ]
GSTIN	[ ]
Authorised signatory (name, role)	[ ]
Project name or code	[ ]
Project role of the client	PMC / consultant / owner's engineer / other: [ ]
Engineer of record for decisions (client side)	[name, role]
Folder	[ ] Client's own Google Drive folder, shared with admin@constrovet.com view-only (link: [ ]) / [ ] Folder we create: extra ₹1,550 per project per month, up to 50 GB a month; named users (emails): [ ]
Scope	Division 03 (concrete). Specification sections: [ ]. Documents: product data submittals, material test certificates, RFI answers, as text PDFs. Drawings excluded.
Delivery	Draft reports for the client's engineer (SuRFIcE does not approve or reject work). Optional SuRFIcE row review: [yes/no], priced separately: ₹[ ]
Upload window	Weekly, [day], into the folder above
Target turnaround	5 business days per weekly batch, best effort
Pilot fee	₹[ ] per project per month (contract value under ₹100 crore: ₹3,000; ₹100–500 crore: ₹8,000; over ₹500 crore: ₹20,000) for 3 months, introductory pilot price; prices exclude GST (clause 6)
Billing	Invoice monthly in advance; payable within 15 days
Start date	[ ]
Expected project close-out date	[ ] (retention: files kept until close-out, then deleted within 30 days; terms clause 11)
Data learning opt-in (terms clause 10)	[ ] yes [ ] no
Documents attached	Pilot terms v3.5 with Schedule A (confidentiality), document attestation form
Insurance disclosure	The LLP does not carry professional indemnity insurance. The client's recourse is limited as set out in clause 12 of the pilot terms. Acknowledged and initialled: [ ]
Liability cap (terms clause 12)	Lower of fees paid in the previous 12 months or ₹20,00,000 (clients outside India: S$30,000), applied once in total (see terms clause 12)

Stamp duty: paid ₹[ ] on [date] by GRAS challan or e-SBTR receipt no. [ ] (attached).

Signed for the client (name and role): _____ Date: _____

Signed for AInnoverse Tech Centre LLP (SuRFIcE), by [name], Designated Partner: _____ Date: _____

Part 2: Pilot terms

1. Parties. AInnoverse Tech Centre LLP, operating as SuRFIcE ("we"), and [Client legal name, registered address, GSTIN] ("you"), pilot reference [PILOT-00N].

2. Service and scope. We screen the specification sections you name in [Division 03 concrete] against your contractor's product data submittals, material test certificates and RFI responses supplied as text PDFs. For each requirement the report states COMPLIANT, DEVIATION, MISSING or UNCLEAR, with page citations. We do not read drawings. We do not check other divisions unless agreed in writing. We do not test whether any document is genuine.

3. A screening aid delivered as a DRAFT; your engineer decides. Every report is a **DRAFT for review by your qualified engineer**. It is a screening aid: not an approval, rejection or certification, and not engineering advice. We do not act as engineer of record. You must not rely on a report until your engineer has checked each row against the source documents; every decision to accept, reject or ask for revision is yours. No accuracy is promised, and results are not independently validated. If you ask, and it is priced separately, we can review rows ourselves before delivery; the report will then name the reviewer.

4. Your responsibilities and warranties. You confirm that: (a) you have the right to share every document; (b) the documents are the current issue and revision; (c) before uploading, you mask personal data (names, addresses, signatures, phone numbers) and prices; (d) you will tell us of any document you know or suspect is false or altered. You will use your pilot reference on every upload and email.

5. Indemnity from you. You will compensate us for third-party claims, and for reasonable costs, caused by documents you supplied without the right to share them, or that you knew were false.

6. Fees and GST. Introductory pilot price per project per month, by the project's contract value: under ₹100 crore ₹3,000; ₹100–500 crore ₹8,000; over ₹500 crore ₹20,000, for 3 months. Prices exclude GST. We are not yet registered for GST and do not charge it; once we are registered, GST at the applicable rate is added to invoices issued after the registration date. Invoices are payable within 15 days. At the end of the pilot, either party may stop, or move to a subscription on these terms with a fee schedule.

7. Confidentiality. The confidentiality terms in Schedule A apply. We will not name you, your projects or your files publicly, in posts or in case studies without your written permission.

8. Data: roles, storage, security. You decide what personal data, if any, is shared, and you are the Data Fiduciary for it. We act as your Data Processor and process it only to provide the service. You share a folder in your own Google Drive with us, with view-only access, and you control who else can see it. We copy files from it only to process them. If you prefer, we create a private Google Workspace Drive folder for you alone, shared only with your named users, for an extra fee of ₹1,550 per project per month, for up to 50 GB of documents a month. We deliver reports to a reports subfolder where you give us edit access, or by email. We process files on our own systems, keep encrypted backups, and never put your files in our code repositories or on any public web address. We use reasonable security practices and tell you within 72 hours of becoming aware of a breach affecting your data.

9. AI services we use. We use Anthropic's Claude to help read de-identified extracts of the clauses being checked. We send extracts, not whole files. We have switched off use of our data for model training. We will tell you at least 15 days before adding a new AI or other sub-processor.

10. Improving the service (opt-in). Only if you tick this box [ ], we may keep de-identified rows (requirement, submitted value, result and your feedback, with no names, prices or project identifiers) to test and improve the engine. You can withdraw at any time, and we will delete those rows within 30 days.

11. Retention and deletion. We keep your files for the life of your project, until **project close-out**, so resubmittals and later RFIs can be checked against the same set. Close-out is the date you notify us in writing, or the end date in your order form, whichever is earlier. Within 30 days of close-out we delete your files and confirm deletion in writing. You may ask us to delete earlier at any time; we then do so within 30 days. Each year while the project is open, we ask you to confirm it is still active; if you do not answer within 30 days, we treat the project as closed. Encrypted backups expire within 30 days of deletion. A de-identified record of what was checked and decided (no files, names or prices) is kept for 3 years.

12. Liability: cap and exclusions. Our total liability under these terms, for any one claim and for all claims together, is limited to the **lower of** (a) the fees you paid in the 12 months before the first claim

and (b) ₹20,00,000 (for clients outside India: S$30,000) (that is, the cap applies once in total, not separately to each claim). We are not liable for indirect or consequential loss, including loss of profit, delay damages and liquidated damages payable by you under your other contracts, or rework costs arising from your decision to accept a document. Nothing limits liability for fraud, wilful misconduct, gross negligence, or anything that cannot lawfully be limited.

13. Insurance. We do not currently carry professional indemnity insurance. Our liability is limited as set out in clause 12. If we take out such insurance later, it will not increase the cap in clause 12 or create any duty to indemnify you beyond these terms, and you will have no right to claim the benefit of it.

14. Intellectual property. You own your documents. We own the engine, its methods and the report template. You may use reports internally on your project without limit.

15. Term and ending. These terms run for the pilot period and continue for any later subscription until ended. Either party may end them on 15 days' written notice, or at once for a material breach (for example unpaid fees) not fixed within 10 days of notice. Clauses 3, 5, 7, 8, 11, 12 and 16 and Schedule A survive.

16. Law and disputes. Indian law governs, except that the liability of any member of the LLP is decided under the law of the LLP's formation (India). Disputes go first to good-faith talks for 30 days. For clients registered in India, the courts at Pune, Maharashtra have exclusive jurisdiction, and any pre-institution mediation the law requires (Commercial Courts Act 2015, s.12A) comes before a suit. For clients registered outside India, unresolved disputes go to arbitration by a sole arbitrator in English, seated in Singapore under the SIAC Rules.

17. Notices and contact. Notices go by email to admin@constrovet.com and to [client contact], and take effect on the next business day.

18. LLP and its members. You contract with AInnoverse Tech Centre LLP only. No partner or member of the LLP has any personal liability to you for any act or omission of the LLP or of another partner or member, and nothing in these terms is a personal guarantee. Your recourse lies against the LLP, subject to clause 12 and to any liability that cannot lawfully be excluded. The LLP signs by a Designated Partner, named in the order form, signing for the LLP.

Part 3: Schedule A, confidentiality

1 **Parties.** AInnoverse Tech Centre LLP, operating as SuRFIcE ("we"), and the client named in the order form ("you").

2 **What is confidential.** Documents you share, reports we produce from them, and any other non-public information either side gives the other for the pilot.

3 **Use and care.** Each side uses the other's confidential information only for the pilot, protects it with reasonable care, and shares it only with people who need it for the pilot.

4 **Where files go.** Your files stay in the folder you share with us (view-only) or, if you choose, in a private Google Drive folder we create for you. We process them on our own systems. An AI service (Anthropic's Claude, with the setting that lets Anthropic use our data to improve its models switched off) reads short, de-identified extracts only; it never receives whole files. We give you at least 15 days' notice before adding or changing an AI service or other sub-processor.

5 **Return or deletion.** At project close-out we delete your files within 30 days and confirm in writing (clause 11); you may ask for earlier deletion at any time.

6 **Exclusions.** Information that is or becomes public through no fault of the receiver, was already known to the receiver, is independently developed, or must be disclosed by law or court order (with notice where the law allows).

7 **Term.** Two years after close-out. For any unmasked material that is shared despite the masking rule, three years after close-out.

8 **Law and disputes.** As in clause 16.

9 **Entire confidentiality undertaking.** This Schedule A is the whole confidentiality undertaking for the pilot. You may ask for a separate signed NDA as a condition of uploading, and we will countersign a standard form on request.

Signed for the client: _____ Date: _____

Signed for AInnoverse Tech Centre LLP (SuRFIcE), by [name], Designated Partner:
_____ Date: _____