

General Terms and Conditions (Terms of Service)

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Provider: Sparkel AS, organization number 928 261 425, C/O RunwayFBU, John Strandruds vei 10, 1360 Fornebu, Norway ("**Sparkel**", "**we**", "**us**").

Contact: contact@sparkel.io

These General Terms and Conditions (the "**Terms**") govern access to and use of Sparkel's cloud platform and related services. They replace Sparkel's prior General Terms and Conditions for all Customers unless a Separate Agreement (defined below) expressly provides otherwise.

By creating an account, completing a checkout, executing an Order Form, accessing the Service, or continuing to use the Service after these Terms take effect, the Customer agrees to these Terms.

1. Definitions

"Affiliate" means an entity that controls, is controlled by, or is under common control with a party.

"API" means Sparkel's application programming interfaces, including REST APIs and Model Context Protocol (MCP) interfaces, and related credentials, documentation, and tooling.

"Authorized User" means an individual whom Customer permits to use the Service under Customer's account (employee, contractor, or other personnel acting on Customer's behalf).

"Customer" / **"you"** means the legal entity (or, if permitted, sole proprietor) that accepts these Terms or is identified on an Order Form.

"Customer Data" means data, content, and materials submitted to, uploaded to, or stored in the Service by or on behalf of Customer or its Authorized Users, including without limitation:

- PDF drawings, sheets, and other document uploads;
- BIM models and related files (including IFC, RVT, and similar formats);
- takeoff tables, order entries, quantities, formulas, attributes, links, shapes, annotations, calibrations, project history/checkpoints, exports, and configurations;
- prompts, instructions, and other inputs provided to AI-assisted features; and
- metadata reasonably associated with the foregoing.

Customer Data does not include Usage Data or Sparkel IP.

“Documentation” means Sparkel’s then-current user guides, help center content, and technical documentation for the Service.

“Enterprise Plan” means a sales-assisted subscription (including Organization, Project, or other custom commercial arrangements) documented in an Order Form, as distinct from Self-Serve Plans.

“Improvement License” means the license described in Section 6.3.

“Order Form” means a written or electronic order, quote, statement of work, or similar commercial document executed or accepted by Customer and Sparkel that references these Terms.

“Self-Serve Plan” means any plan purchased or activated online with a credit card or other automated billing method without a negotiated Order Form, including Free, Standard, Pro, credit packs, and any successor self-serve tiers.

“Separate Agreement” means a written agreement signed by Sparkel and Customer (or Customer’s Affiliate) that expressly addresses ownership, license, confidentiality, or use of Customer Data (including PDFs, sheets, and BIM models) in a manner that conflicts with or excludes the Improvement License. Marketing emails, support tickets, and oral statements are not Separate Agreements.

“Service” means Sparkel’s cloud software platform and related offerings, including quantity takeoff and estimation workflows, sheet/PDF viewing and markup, BIM model viewing and linking, Autoshares and other AI-assisted features, Copilot, project history, APIs/MCP, exports, credits, support, and any updates or new functionality Sparkel makes available.

“Sparkel IP” means the Service, Documentation, software, models, algorithms, prompts, templates, UX, designs, trademarks, and all improvements, derivatives, and feedback-related developments, excluding Customer Data.

“Subscription Term” means the period during which Customer is entitled to access the Service under its plan or Order Form.

“Usage Data” means technical and operational data about use of the Service (e.g. feature usage, performance metrics, credit consumption, logs, and aggregated analytics), which does not identify Customer’s confidential project content in a manner that would reasonably disclose Customer Data to third parties.

2. Agreement structure and precedence

2.1 Agreement. These Terms, any Order Form, Sparkel’s Acceptable Use rules in Section 4, and any Data Processing Addendum entered into by the parties (a **“DPA”**) together form the agreement between Sparkel and Customer (the **“Agreement”**).

2.2 Precedence. If there is a conflict, the following order applies (highest first): (a) a Separate Agreement solely as to the subject matter it expressly covers; (b) an Order Form; (c) a DPA (as to personal data processing); (d) these Terms; (e) Documentation.

2.3 B2B only. The Service is offered for business use. Customer represents that it is acquiring the Service for professional or commercial purposes and not as a consumer under applicable consumer protection law.

3. Access to the Service

3.1 License. Subject to the Agreement and timely payment of applicable fees, Sparkel grants Customer a limited, non-exclusive, non-transferable (except as permitted in Section 16), non-sublicensable right during the Subscription Term to access and use the Service for Customer's internal business purposes, and to permit Authorized Users to do the same.

3.2 Accounts. Customer is responsible for: (a) the accuracy of account information; (b) maintaining the confidentiality of credentials (including API/MCP keys); (c) all activity under its account; and (d) ensuring Authorized Users comply with the Agreement. Customer will promptly notify Sparkel of unauthorized access.

3.3 Modifications. Sparkel may improve, add, modify, or remove functionality, or correct defects in the Service. Material reductions of core paid functionality during a paid Subscription Term will be handled commercially in good faith (e.g. reasonable substitute functionality or a proportionate remedy).

3.4 Beta / preview features. Sparkel may offer alpha, beta, or preview features. Those features are provided "as is", may be changed or withdrawn at any time, and may be subject to additional terms disclosed in-product.

3.5 API and MCP. If Customer's plan includes API/MCP access, Customer may use the API in accordance with Documentation, rate limits, authentication requirements, and credit or usage limits. Sparkel may suspend API access that threatens Service security, stability, or other customers.

3.6 Third-party services. Certain features depend on third-party providers (for example Autodesk platform services for BIM processing, payment processors, and AI model providers). Customer's use of those features constitutes authorization for Sparkel to transmit relevant Customer Data to such providers solely as needed to provide the Service, subject to Section 6 and confidentiality obligations.

4. Customer responsibilities and acceptable use

Customer will not, and will not permit others to:

- (a) use the Service in violation of law or third-party rights;
- (b) upload malware or content Customer is not authorized to upload;
- (c) attempt to bypass security, rate limits, credits metering, or access controls;
- (d) reverse engineer the Service except to the extent such restriction is prohibited by law;

- (e) resell, rent, or provide the Service to third parties as a standalone service bureau except as expressly permitted in an Order Form;
- (f) use the Service to build a competing product using non-public aspects of the Service;
- (g) interfere with or disrupt the Service; or
- (h) misrepresent Customer's identity or affiliation when using the Service.

Customer is responsible for obtaining all rights and consents needed to upload Customer Data (including PDFs and BIM models owned or licensed by Customer's clients or project partners) and to grant the licenses in Section 6.

5. Plans, fees, credits, and taxes

5.1 Self-Serve Plans. Self-Serve Plans are billed as presented at checkout (including recurring subscription fees and one-time credit packs). Prices, included credits, and feature entitlements may change prospectively; changes apply from the next renewal unless stated otherwise at purchase.

5.2 Enterprise Plans. Enterprise fees, seats, projects, credit arrangements (including unlimited credits where offered), SLAs, and any Data Exclusion (Section 6.4) are as stated in the applicable Order Form.

5.3 Credits. Certain features (including Autoshapecs, BIM processing, and AI assistance) consume credits. Credits renew, expire, or roll over only as described in-product or in an Order Form. Purchased credit packs are non-refundable except where required by law or expressly stated otherwise.

5.4 Payment. Self-Serve fees are charged via Sparkel's payment provider. Enterprise invoices are due as stated on the Order Form (default: thirty (30) days from invoice date). Late amounts may accrue interest at the maximum rate permitted by law, and Sparkel may suspend access for non-payment after notice.

5.5 Taxes. Fees are exclusive of taxes (VAT/MVA and similar). Customer is responsible for applicable taxes other than taxes based on Sparkel's net income.

5.6 No refunds. Except as required by law or expressly stated in an Order Form, fees are non-refundable, including for unused credits or early termination for convenience by Customer.

6. Customer Data, ownership, and licenses

6.1 Ownership

As between the parties, Customer retains all right, title, and interest in and to Customer Data. These Terms do not transfer ownership of Customer Data to Sparkel.

As between the parties, Sparkel retains all right, title, and interest in and to Sparkel IP. No rights are granted to Customer except as expressly stated in the Agreement. Feedback provided by Customer may be used by Sparkel

without restriction or obligation.

6.2 Service license

Customer grants Sparkel and its subprocessors a worldwide, non-exclusive license during the Subscription Term (and for a reasonable wind-down period thereafter) to host, copy, process, transmit, display, and otherwise use Customer Data as necessary to:

- (a) provide, maintain, secure, and support the Service;
- (b) prevent or address security or technical issues;
- (c) comply with law; and
- (d) create Usage Data and de-identified/aggregated insights that do not identify Customer or its projects.

6.3 Improvement License (AI and algorithm improvement)

License grant. Customer grants Sparkel a worldwide, non-exclusive, royalty-free, sublicensable (to subprocessors and service providers acting for Sparkel) license to access, use, copy, process, analyze, and create derivative works from Customer Data — including PDF sheets/drawings and BIM models, whether uploaded before or after the Effective Date — to:

- (a) develop, train, validate, fine-tune, evaluate, and improve Sparkel’s machine learning models, algorithms, detectors, classifiers, AutoShapes, Copilot, and related AI systems;
- (b) create and improve derived models, weights, embeddings, heuristics, and datasets that are Sparkel IP; and
- (c) improve quality, safety, and performance of the Service for Customer and other customers.

Scope clarifications.

1. The Improvement License does **not** transfer ownership of Customer Data to Sparkel.
2. Sparkel will **not** sell or publicly release Customer’s raw PDF files or BIM model files as standalone datasets to third parties.
3. Models, weights, and algorithms trained or improved under this Section are Sparkel IP. Customer has no ownership claim in such Sparkel IP merely because Customer Data was used in training or improvement.
4. Sparkel will apply reasonable technical and organizational measures appropriate to the sensitivity of construction project data when using Customer Data under this Section.
5. Where Customer Data includes personal data, Sparkel’s use under this Section will comply with applicable data protection law and any DPA.

6.4 When the Improvement License applies

(a) Self-Serve Plans (Free, Standard, Pro, credit packs, and successors).

The Improvement License is a material condition of Self-Serve Plans. It is **included and non-waivable** for Self-

Serve Plans. If Customer does not agree, Customer must not use (or must stop using) Self-Serve Plans and may contact Sparkel regarding an Enterprise Plan with Data Exclusion.

(b) Enterprise Plans.

The Improvement License applies to Enterprise Plans **unless** Customer purchases or is expressly granted **Data Exclusion** in an Order Form (or Separate Agreement). Data Exclusion means Sparkel will not use that Customer's Customer Data under Section 6.3 for model/algorithm training or improvement after the Data Exclusion effective date. Fees for Data Exclusion are set out in the Order Form (see Sparkel's commercial policy for guidance).

(c) Separate Agreements control.

If Customer has a Separate Agreement that expressly restricts or excludes Sparkel's right to use uploaded sheets, models, or other Customer Data for AI/algorithm improvement, that Separate Agreement controls for the Customer Data and period it covers. These Terms do not override such Separate Agreements.

(d) Already uploaded sheets and models.

Except where a Separate Agreement or an Enterprise Data Exclusion applies, the Improvement License applies to **all Customer Data already uploaded** to the Service (including historical PDFs, sheets, and BIM models), not only to uploads after the Effective Date. Continued use of the Service after the Effective Date constitutes agreement to that scope.

(e) Effect of exclusion or termination on trained models.

If Data Exclusion is later purchased, a Separate Agreement applies, or the Agreement ends, Sparkel will stop using the relevant Customer Data for **new** training or improvement under Section 6.3. Sparkel is **not** required to reverse, delete, or retrain models already trained or improved using Customer Data, or to remove learned parameters already incorporated into Sparkel IP, provided Sparkel does not thereafter use the raw excluded Customer Data for new training.

6.5 Deletion and export

During the Subscription Term, Customer may export Customer Data using available export features. Upon termination, Sparkel will make Customer Data available for export for thirty (30) days upon written request (or as required by law), and thereafter may delete Customer Data from active systems, subject to standard backup retention and legal hold exceptions. Deletion of Customer Data does not require Sparkel to reverse trained models as described in Section 6.4(e).

7. Personal data and privacy

7.1 Each party will comply with applicable data protection laws, including the EU/EEA GDPR (Regulation (EU) 2016/679) where applicable.

7.2 To the extent Sparkel processes personal data on Customer's behalf as a processor, the parties will enter into Sparkel's DPA (or an equivalent agreed DPA). The DPA prevails over these Terms on personal-data processing matters.

7.3 Account and billing contact information may be processed by Sparkel as an independent controller for account administration, security, and billing.

7.4 Sparkel's privacy notice (when published at sparkel.ai or a successor URL) describes personal data practices for website and account users.

8. Confidentiality

8.1 **Confidential Information** means non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is marked confidential or that a reasonable person would understand to be confidential, including Customer Data, Order Form pricing, and non-public Service details.

8.2 Recipient will: (a) use Confidential Information only to perform under the Agreement; (b) protect it with at least reasonable care; and (c) not disclose it to third parties except to employees, Affiliates, and subprocessors with a need to know who are bound by confidentiality obligations no less protective than these Terms.

8.3 Exceptions: information that is or becomes public through no fault of Recipient; was rightfully known without restriction; is independently developed; or is required to be disclosed by law (with notice where legally permitted).

8.4 The Improvement License in Section 6.3 is an authorized use of Customer Data and is not a breach of this Section 8. Sparkel remains obligated not to disclose Customer's raw Confidential Information except as permitted by the Agreement.

9. Intellectual property; infringement

9.1 Customer represents that it has all rights necessary to upload Customer Data and to grant the licenses in Section 6.

9.2 Customer will defend and indemnify Sparkel against third-party claims arising from Customer Data or Customer's misuse of the Service, except to the extent caused by Sparkel's breach of the Agreement.

9.3 Sparkel will defend and indemnify Customer against third-party claims that the Service (excluding Customer Data and third-party components) infringes IP rights, and will, at Sparkel's option: procure continued use rights, modify the Service, or terminate the affected Service and refund prepaid unused fees for the terminated portion. This Section 9.3 is Customer's exclusive remedy for such claims.

10. Warranties and disclaimers

10.1 Each party represents that it has the legal power to enter into the Agreement.

10.2 Sparkel will provide the Service with reasonable skill and care consistent with industry practice for similar B2B SaaS services.

10.3 **Construction and estimation outputs.** The Service assists with takeoff, quantities, detection, and related workflows. Customer remains solely responsible for verifying outputs (including Autoshares, AI suggestions, quantities, exports, and reports) before relying on them for bids, contracts, construction, or safety decisions.

10.4 **As-is limitations.** Except as expressly stated in the Agreement, the Service is provided “as is” and “as available”. Sparkel does not warrant that the Service will be uninterrupted, error-free, or that outputs will be accurate or complete. To the maximum extent permitted by law, Sparkel disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

11. Limitation of liability

11.1 **Indirect damages.** To the maximum extent permitted by law, neither party will be liable for lost profits, lost revenue, lost data (except to the extent caused by Sparkel’s failure to apply reasonable security measures), business interruption, goodwill, or any indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

11.2 **Cap.** Except for the Exclusions in Section 11.3, each party’s aggregate liability arising out of or related to the Agreement will not exceed the fees paid or payable by Customer to Sparkel for the Service in the twelve (12) months preceding the event giving rise to liability (or, for Free plans, one hundred euros (EUR 100)).

11.3 **Exclusions.** The limitations in Sections 11.1 and 11.2 do not apply to: (a) Customer’s payment obligations; (b) either party’s liability for fraud, willful misconduct, or gross negligence; (c) Customer’s breach of Section 4 or infringement of Sparkel IP; (d) indemnification obligations under Section 9; or (e) matters that cannot be limited under applicable law.

12. Term, suspension, and termination

12.1 **Term.** These Terms apply from acceptance or the Effective Date (whichever is earlier for Customer’s use) and continue for the Subscription Term and any renewals.

12.2 **Self-Serve renewal and termination.** Self-Serve subscriptions renew automatically for successive periods equal to the billing period selected at checkout, unless cancelled in accordance with the billing portal or by written notice. Either party may terminate a Self-Serve Plan for convenience effective at the end of the then-current billing period by giving notice no less than fifteen (15) calendar days before that period ends (or by using in-product cancellation where available, which satisfies this notice).

12.3 Enterprise term. Enterprise Subscription Terms, renewals, and notice periods are as stated in the Order Form. If silent, the initial term is twelve (12) months and renews for successive twelve (12) month periods unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term.

12.4 Termination for cause. Either party may terminate the Agreement on written notice if the other party materially breaches and fails to cure within thirty (30) days after written notice (or immediately for non-payment after ten (10) days' notice, or for breach of Section 4 that creates material risk).

12.5 Suspension. Sparkel may suspend access immediately if necessary to address security risk, legal exposure, non-payment, or material breach, and will restore access promptly once resolved.

12.6 Effect. Upon termination, Customer's access ends. Sections that by nature should survive (including 6.1, 6.3–6.5 as to already-trained models, 8–11, 14–16) survive termination.

13. Changes to these Terms

13.1 Sparkel may update these Terms from time to time. The updated Terms will be posted at sparkel.ai/terms (or a successor URL) and/or notified in-product or by email.

13.2 For Self-Serve Plans, changes become effective on the stated effective date, which will be at least fifteen (15) days after notice for material adverse changes (except changes required by law, which may be sooner). Continued use after the effective date constitutes acceptance.

13.3 For Enterprise Plans, material adverse changes to these Terms do not apply during the then-current Order Form term unless Customer accepts them or the Order Form says otherwise; they apply on renewal unless Customer and Sparkel agree otherwise in writing.

14. Publicity

Unless Customer opts out by written notice to contact@sparkel.io (or an Order Form opt-out), Sparkel may identify Customer by name and logo as a customer on Sparkel's website and marketing materials. Sparkel will follow reasonable brand guidelines provided by Customer.

15. Governing law and disputes

15.1 The Agreement is governed by the laws of **Norway**, without regard to conflict-of-law rules.

15.2 Any dispute arising out of or in connection with the Agreement shall be resolved by the ordinary courts of Norway, with **Oslo District Court (Oslo tingrett)** as the agreed venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16. General

16.1 **Entire agreement.** The Agreement is the entire agreement regarding its subject matter and supersedes prior terms on that subject, except Separate Agreements as defined above.

16.2 **Amendments.** Except for Section 13, amendments must be in writing and signed or expressly accepted by both parties (electronic acceptance of an Order Form is sufficient).

16.3 **Assignment.** Neither party may assign the Agreement without the other party’s prior written consent, except that Sparkel may assign to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets. Customer may not assign Self-Serve subscriptions except with Sparkel’s consent.

16.4 **Force majeure.** Neither party is liable for delays or failures caused by circumstances beyond reasonable control.

16.5 **Severability.** If a provision is unenforceable, the remainder remains in effect.

16.6 **Notices.** Notices must be in writing and sent to the contacts on the Order Form, or to contact@sparkel.io for Sparkel, and to Customer’s primary admin email for Customer. Email notice is sufficient.

16.7 **No waiver.** Failure to enforce a provision is not a waiver.

16.8 **Export and sanctions.** Customer will comply with applicable export control and sanctions laws when using the Service.

16.9 **Language.** These Terms may be provided in English. If translated, the English version controls unless mandatory local law requires otherwise.

16.10 **Relationship.** The parties are independent contractors.

17. Summary of key data-use points (non-binding overview)

This Section 17 is a plain-language aid only; Sections 1–16 control.

TOPIC	POSITION UNDER THESE TERMS
Who owns uploaded PDFs / BIM models?	Customer
May Sparkel use them to run the product?	Yes (Service license)

TOPIC	POSITION UNDER THESE TERMS
May Sparkel use them to train / improve AI (Autoshapes, etc.)?	Yes, under the Improvement License — including already uploaded files — unless a Separate Agreement or Enterprise Data Exclusion applies
Self-Serve (card) plans	Improvement License required; no opt-out
Enterprise	Improvement License default; Data Exclusion available for a fee via Order Form
Can trained models be “undone” after opt-out?	No requirement to retrain or remove already-learned parameters