DataPilot.ai
Professional Services Agreement

Effective Date: October 1, 2024

This Professional Services Agreement ("Agreement") is entered into by and between DataPilot.ai ("Service Provider") and [Client Name] ("Client"), collectively referred to as the "Parties." This Agreement sets forth the terms and conditions under which Service Provider will deliver professional services to the Client, including access to and support for DataPilot.ai's AI-powered financial and operational benchmarking platform ("Platform" or "Service").

1. Definitions

- **"Services"** refers to the professional services provided by the Service Provider, including access to the DataPilot.ai Platform, custom benchmarking reports, consulting, technical support, and other related services as specified in a Statement of Work ("SOW").
- **"Deliverables"** refers to any work product, report, or data generated and delivered to the Client as a result of the Services.
- **"Statement of Work" (SOW)** means a document executed by the Parties detailing the specific Services, Deliverables, timelines, and payment terms.
- **"Personal Data"** has the meaning given in the Data Processing Agreement ("DPA"), which forms part of this Agreement.

2. Scope of Services

The Service Provider agrees to provide the Services as detailed in an agreed SOW. Each SOW shall be subject to the terms of this Agreement and will specify the scope, duration, and any specific terms applicable to the Services, including fees, schedules, and deliverables.

3. Performance of Services

The Service Provider shall:

- Use commercially reasonable efforts to perform the Services and deliver any Deliverables in accordance with the timelines specified in the applicable SOW.
- Ensure that the Services are delivered in a professional and workmanlike manner, consistent with industry standards.
- Assign qualified personnel to perform the Services.
- Use the Client's Personal Data only as specified in the DPA and as necessary for the provision of the Services.

4. Client Obligations

The Client agrees to:

- Provide all necessary access to its facilities, personnel, systems, and data as required for the Service Provider to perform the Services.
- Provide timely responses to requests for information or approvals.
- Ensure that all Client-provided data, materials, and instructions are accurate, complete, and lawful.
- Pay all fees and expenses in accordance with the terms specified in the applicable SOW.

5. Fees and Payment

- **Fees:** The Client agrees to pay the Service Provider the fees set forth in the applicable SOW. Unless otherwise specified, fees will be invoiced on a monthly basis or as specified in the SOW.
- **Payment Terms:** Payments are due within [Insert Payment Term, e.g., 30 days] of the invoice date. Late payments may be subject to interest at a rate of [Insert Interest Rate] per month or the maximum amount allowed by law.
- **Expenses:** The Client agrees to reimburse the Service Provider for pre-approved travel and other out-of-pocket expenses reasonably incurred in connection with the provision of Services.
- **Taxes:** All fees are exclusive of any taxes, duties, or other governmental levies, and the Client is responsible for the payment of such amounts, except for taxes based solely on the Service Provider's income.

6. Data Processing and Privacy

- **Data Processing:** The Parties agree to comply with the terms of the Data Processing Agreement ("DPA"), which governs the processing of any Personal Data shared during the provision of Services.
- **Privacy Policy:** The Service Provider shall handle all data in accordance with its Privacy Policy, which is incorporated into this Agreement by reference.

7. Confidentiality

- **Confidential Information:** Both Parties acknowledge that, during the course of this Agreement, they may receive Confidential Information from each other. "Confidential Information" includes, but is not limited to, financial information, business plans, technical data, and any other non-public information disclosed by one Party to the other.
- **Non-Disclosure:** The receiving Party agrees not to disclose or use the Confidential Information for any purpose other than the performance of this Agreement.

This obligation will remain in effect for a period of [Insert Timeframe, e.g., 3 years] following the termination of this Agreement.

- **Exclusions:** Confidential Information does not include information that is (i) publicly available; (ii) known to the receiving Party prior to disclosure; (iii) lawfully obtained from a third party; or (iv) independently developed without use of the disclosing Party's Confidential Information.

8. Intellectual Property

- **Ownership of Deliverables:** Upon full payment of the applicable fees, the Client shall own the Deliverables, except that the Service Provider retains all intellectual property rights in any methodologies, algorithms, software, or tools used to create the Deliverables, including the AI-powered benchmarking platform.
- **License to Use Platform:** The Client is granted a non-exclusive, non-transferable license to use the DataPilot.ai platform in accordance with the terms of the Terms of Service for the duration of the engagement.

9. Term and Termination

- **Term:** This Agreement shall commence on the Effective Date and shall continue until the Services are completed or until terminated by either Party in accordance with the terms of this Agreement.
- **Termination for Cause:** Either Party may terminate this Agreement upon 30 days' written notice if the other Party is in material breach of this Agreement and fails to cure such breach within the notice period.
- **Termination for Convenience:** The Client may terminate any SOW or this Agreement at any time with 30 days' written notice. In such case, the Client will pay for all Services rendered and expenses incurred up to the date of termination.
- **Effect of Termination:** Upon termination, all rights and obligations of the Parties will cease, except for any obligations that by their nature should survive termination, such as confidentiality and payment obligations.

10. Representations and Warranties

- **Mutual Warranties:** Each Party represents and warrants that it has the legal authority to enter into this Agreement and to perform its obligations hereunder.
- **Service Provider Warranties:** The Service Provider warrants that the Services will be performed in a professional and workmanlike manner, consistent with industry standards. The Service Provider does not guarantee specific business outcomes or results from the use of the Services or Deliverables.
- **Disclaimer:** Except as expressly stated in this Agreement, the Services and Deliverables are provided "as is" and without any further warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

11. Limitation of Liability

- **Indirect Damages:** In no event will either Party be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including loss of profits or revenue, arising out of or in connection with this Agreement.
- **Liability Cap:** The aggregate liability of either Party under this Agreement shall not exceed the total fees paid by the Client to the Service Provider under the applicable SOW in the 12 months preceding the event giving rise to the claim.

12. Indemnification

- **Client Indemnity:** The Client agrees to indemnify and hold the Service Provider harmless from any third-party claims, damages, liabilities, or costs arising from the Client's use of the Services or Deliverables in violation of this Agreement or applicable law.
- **Service Provider Indemnity:** The Service Provider agrees to indemnify and hold the Client harmless from any third-party claims, damages, liabilities, or costs arising from the Service Provider's willful misconduct or gross negligence in performing the Services.

13. Dispute Resolution and Governing Law

- **Dispute Resolution:** In the event of a dispute, the Parties will first attempt to resolve the matter through good-faith negotiations. If the dispute cannot be resolved, it will be submitted to mediation before resorting to litigation.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles. The Parties submit to the exclusive jurisdiction of the courts of [Insert Jurisdiction].

14. Miscellaneous

- **Entire Agreement:** This Agreement, along with any SOW, DPA, Terms of Service, and Privacy Policy, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, written or oral, relating to the subject matter hereof.
- **Amendments:** Any modification to this Agreement must be in writing and signed by both Parties.
- **Assignment:** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Contact Information

For any notices or communications regarding this Agreement, please contact:
Service Provider: DataPilot.ai
Email: legal@datapilot.ai
Address: 10845 Griffith Peak Drive, 2nd Floor, Las Vegas, NV 89135, US