

CLIENT SERVICE AGREEMENT

Avenir AI Solutions

Effective Date: **October 2025**

1. PARTIES

Service Provider: Avenir AI Solutions

Address: [Your Business Address]

Email: contact@aveniraisolutions.ca

Website: www.aveniraisolutions.ca

Client: [Client Name / Business Name]

Address: [Client Address]

Email: [Client Email]

2. DEFINITIONS

"Service" means the AI Growth Infrastructure platform provided by Avenir AI Solutions, including but not limited to:

- AI-powered lead enrichment and analysis
- Intent, tone, and urgency scoring
- Automated prospect intelligence
- Personalized email outreach automation
- API access to lead processing services
- Client dashboard and analytics

- Conversion intelligence and optimization
- Outreach automation and email sending

"Client Data" means all data, information, or content provided by Client to the Service, including lead information, customer data, business information, and any other data submitted through the Service.

"API Key" means the unique authentication token provided to Client for accessing the Service programmatically.

"AI Technology" means any artificial intelligence, machine learning, or automated decision-making technology used in the Service.

3. SERVICES PROVIDED

3.1 Service Description

Avenir AI Solutions provides an AI-powered growth infrastructure platform that enables businesses to:

- Automatically enrich and analyze leads using AI technology
- Score leads based on intent, urgency, tone, and confidence metrics
- Generate personalized email campaigns
- Automate prospect research and intelligence gathering
- Track and optimize conversion rates
- Manage client relationships and outreach workflows

3.2 API Access

Client will receive:

- API authentication credentials
- Access to REST API endpoints for lead submission
- Rate limiting as specified in the service plan
- Documentation and technical support

3.3 Service Availability

- Service is provided on a best-effort basis with a target uptime of 99.5%
- Scheduled maintenance will be communicated 48 hours in advance
- Emergency maintenance may occur without prior notice
- Service Provider is not liable for downtime due to third-party services (Supabase, OpenAI, Gmail, etc.)

4. AI TECHNOLOGY DISCLOSURE

IMPORTANT: The Service uses artificial intelligence (AI) and machine learning technologies to process data and generate insights.

4.1 AI Technology Used

The Service utilizes the following AI technologies:

- **OpenAI GPT Models:** For lead enrichment, intent analysis, and content generation
- **Machine Learning:** For lead scoring, urgency prediction, and pattern recognition
- **Natural Language Processing:** For sentiment analysis, tone detection, and language understanding
- **Automated Decision Making:** For lead categorization, prioritization, and routing

4.2 AI Limitations

Client acknowledges that AI technology has limitations:

- AI outputs may contain errors, inaccuracies, or hallucinations
- AI analysis is based on training data and may not reflect real-world accuracy
- Client should independently verify all AI-generated insights before making business decisions

- AI technology evolves and may produce different results over time
- AI cannot replace human judgment and critical thinking

4.3 Third-Party AI Services

The Service integrates with third-party AI providers including but not limited to:

- OpenAI (GPT models for language processing)
- Google Cloud AI Services
- Other AI service providers as required

Client agrees to be bound by the terms of service of these third-party providers where applicable.

5. DATA PRIVACY AND PROCESSING

5.1 Data Collection and Use

Service Provider will:

- Collect only data necessary to provide the Service
- Use Client Data solely for providing and improving the Service
- Not sell, rent, or share Client Data with third parties except as necessary to provide the Service
- Implement reasonable security measures to protect Client Data

5.2 Data Storage and Location

Client Data is stored using:

- **Supabase:** PostgreSQL database with Row Level Security (RLS) policies
- **Location:** Data is hosted in secure cloud infrastructure
- **Backups:** Automated backups are performed regularly
- **Retention:** Data is retained in accordance with applicable laws and this Agreement

5.3 Compliance with Privacy Laws

Service Provider complies with:

- **PIPEDA (Personal Information Protection and Electronic Documents Act):** Canada's federal privacy law
- **Quebec Law 25:** Enhanced privacy requirements for Quebec residents
- **GDPR:** General Data Protection Regulation (for EU/UK clients)

5.4 Data Subject Rights

Clients and their data subjects have the right to:

- Access their personal data
- Correct inaccurate data
- Request deletion of data
- Data portability (export data)
- Withdraw consent (where applicable)

To exercise these rights, contact: contact@aveniraisolutions.ca

5.5 Email Marketing and CASL Compliance

CASL (Canada's Anti-Spam Legislation) Compliance:

- Client must obtain proper consent before sending commercial electronic messages
- All marketing emails must include an unsubscribe mechanism
- Client is responsible for maintaining proof of consent
- Service Provider provides tools to manage consent but Client is ultimately responsible for compliance

6. THIRD-PARTY SERVICES AND INTEGRATIONS

6.1 Third-Party Services Used

The Service integrates with the following third-party services:

Google Services:

- Gmail API for email sending
- Google OAuth for authentication
- Google Sheets (optional integration)
- Google Custom Search API for prospect research

AI Services:

- OpenAI API for AI-powered analysis
- Embeddings and vector search capabilities

Infrastructure:

- Supabase for database and authentication
- Vercel for hosting and deployment
- People Data Labs API for prospect enrichment
- Apollo API for contact discovery

6.2 Third-Party Terms

Client acknowledges that:

- Use of the Service may require acceptance of third-party terms of service
- Service Provider is not responsible for third-party service outages or failures
- Data may be transmitted to third-party services as necessary to provide the Service
- Service Provider uses industry-standard encryption and security measures

6.3 Gmail Integration

If Client uses Gmail integration:

- Client grants Service Provider permission to send emails on their behalf

- Client must comply with Google's Terms of Service and Gmail Policies
- Client is responsible for Gmail account security and OAuth token management
- Service Provider encrypts and securely stores OAuth tokens

7. CLIENT RESPONSIBILITIES

7.1 Compliance Obligations

- Comply with all applicable laws and regulations (CASL, PIPEDA, GDPR, CAN-SPAM, etc.)
- Obtain proper consent before collecting or processing personal data
- Maintain accurate records of consent
- Honor unsubscribe requests promptly (within 10 business days)
- Not use the Service for illegal, fraudulent, or malicious purposes

7.2 Prohibited Uses

Client agrees NOT to:

- Send spam, unsolicited emails, or violate anti-spam laws
- Harvest email addresses or use purchased lists without consent
- Impersonate others or misrepresent identity
- Use the Service to send malicious software, viruses, or harmful content
- Attempt to reverse engineer, decompile, or hack the Service
- Share API keys or credentials with unauthorized parties
- Use the Service to compete with Avenir AI Solutions
- Violate any intellectual property rights

7.3 Account Security

- Maintain the security of account credentials and API keys
- Notify Service Provider immediately of any unauthorized access
- Use strong passwords and enable multi-factor authentication when available

- Rotate API keys periodically

7.4 Content Responsibility

- Client is solely responsible for content submitted through the Service
- Client warrants that content does not infringe third-party rights
- Service Provider is not responsible for Client content accuracy or legality

8. PRICING AND PAYMENT

8.1 Service Fees

Client agrees to pay the fees specified in their chosen service plan:

- **Pricing Structure:** [To be specified based on client plan]
- **Payment Terms:** [Monthly/Annual as agreed]
- **Currency:** CAD (Canadian Dollars)
- **Payment Method:** [Credit card, bank transfer, etc.]

8.2 Usage Limits

Service includes usage limits based on plan:

- API request limits per month
- Lead enrichment limits
- Email sending limits
- Data storage limits

Exceeding limits may result in additional charges or service suspension.

8.3 Payment Terms

- Invoices are due net 30 days unless otherwise specified
- Late payments may incur interest charges of 1.5% per month
- Service may be suspended for non-payment after 15 days' notice

- All fees are non-refundable except as required by law

8.4 Price Changes

Service Provider reserves the right to modify pricing with 30 days' written notice. Client may terminate the Agreement if they do not agree to new pricing.

9. INTELLECTUAL PROPERTY

9.1 Service Provider IP

All rights, title, and interest in the Service, including but not limited to:

- Software, code, algorithms, and AI models
- Trademarks, logos, and brand names
- Documentation and training materials
- Proprietary methods and processes

remain the exclusive property of Avenir AI Solutions.

9.2 Client Data Ownership

Client retains all ownership rights to Client Data. Client grants Service Provider a limited license to use Client Data solely to provide the Service.

9.3 Feedback and Improvements

Client grants Service Provider the right to use any feedback, suggestions, or improvements provided regarding the Service, without compensation or attribution.

10. WARRANTIES AND DISCLAIMERS

10.1 Service Warranty

Service Provider warrants that the Service will be provided in a professional manner and will substantially conform to the Service description in this Agreement.

10.2 Disclaimers

IMPORTANT: To the maximum extent permitted by law:

- The Service is provided "AS IS" and "AS AVAILABLE" without warranties of any kind
- Service Provider disclaims all implied warranties, including merchantability and fitness for a particular purpose
- Service Provider does not warrant that the Service will be uninterrupted, error-free, or secure
- AI-generated content may contain errors, inaccuracies, or biases
- Service Provider is not responsible for results or outcomes based on AI recommendations
- Service Provider makes no warranties regarding third-party services or integrations

10.3 No Guarantee of Results

Service Provider does not guarantee:

- Specific business results or outcomes
- Lead conversion rates or sales performance
- Accuracy of AI predictions or analysis
- Email deliverability rates
- Response rates or engagement metrics

11. LIMITATION OF LIABILITY

CRITICAL: Client's exclusive remedy and Service Provider's total liability are limited as follows:

11.1 Damages Cap

Service Provider's total liability shall not exceed the amount paid by Client in the 12 months preceding the claim, or CAD \$10,000 (whichever is less).

11.2 Excluded Damages

In no event shall Service Provider be liable for:

- Lost profits, revenue, or business opportunities
- Loss of data or information
- Consequential, indirect, incidental, or special damages
- Punitive or exemplary damages
- Costs of procurement of substitute services

11.3 Exceptions

Limitations do not apply to:

- Willful misconduct or gross negligence
- Breach of confidentiality obligations
- Personal injury or death
- Violations of applicable privacy laws

12. INDEMNIFICATION

12.1 Client Indemnification

Client agrees to indemnify and hold harmless Avenir AI Solutions, its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from:

- Client's use of the Service in violation of this Agreement
- Client's violation of any law or third-party rights
- Client's content, data, or materials
- Client's failure to obtain proper consent for data processing
- Client's violation of anti-spam or marketing laws (CASL, CAN-SPAM, etc.)

13. TERM AND TERMINATION

13.1 Term

This Agreement commences on the Effective Date and continues until terminated in accordance with this section.

13.2 Termination for Convenience

- **By Client:** May terminate with 30 days' written notice
- **By Service Provider:** May terminate with 60 days' written notice

13.3 Termination for Cause

Either party may terminate immediately upon written notice if the other party:

- Materially breaches this Agreement and fails to cure within 30 days
- Becomes insolvent or files for bankruptcy
- Ceases to conduct business in the ordinary course

13.4 Effect of Termination

- All outstanding fees become immediately due and payable
- Client's access to the Service will be terminated
- Service Provider will provide a data export upon request (within 30 days)
- Service Provider may delete Client Data after a 90-day grace period
- Sections that by their nature should survive will remain in effect

14. CONFIDENTIALITY

14.1 Confidential Information

Each party agrees to treat as confidential all non-public information disclosed by the other party, including:

- Business plans, strategies, and financial information

- Customer lists and data
- Proprietary technology and methods
- API keys, passwords, and authentication credentials

14.2 Exceptions

Confidential information does not include information that:

- Is or becomes publicly available through no breach of this Agreement
- Was independently developed without use of confidential information
- Is required to be disclosed by law or court order

14.3 Duration

Confidentiality obligations survive termination of this Agreement and continue for 5 years thereafter.

15. GENERAL PROVISIONS

15.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, and discussions.

15.2 Amendments

Amendments must be in writing and signed by both parties.

15.3 Governing Law and Jurisdiction

This Agreement is governed by the laws of Canada and the Province of [Province]. Any disputes shall be resolved in the courts of [Jurisdiction].

15.4 Force Majeure

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond their reasonable control, including natural disasters, pandemics, cyberattacks, or third-party service outages.

15.5 Severability

If any provision is found to be unenforceable, the remaining provisions will continue in full force and effect.

15.6 Assignment

Client may not assign this Agreement without Service Provider's prior written consent. Service Provider may assign this Agreement to an affiliate or in connection with a merger or sale.

15.7 Waiver

Waiver of any provision must be in writing and shall not constitute a waiver of any other provision.

15.8 Notices

All notices must be in writing and delivered to the email addresses specified in Section 1.

15.9 Language

This Agreement is available in English and French. In case of conflict, the English version prevails.

Acceptance

By signing below, both parties agree to be bound by the terms and conditions of this Agreement.

AVENIR AI SOLUTIONS

Signature

Date

CLIENT

Signature

Date

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For questions about this Agreement, contact: contact@aveniraisolutions.ca

This is a legal document. Please read carefully before signing. Consider consulting with legal counsel.