**Customer Contract Agreement**

**Between:**  
**City Power & Light** (“Customer”)  
**And:**  
**Contoso Solutions Inc.** (“Vendor”)

**Effective Date:** June 7, 2024  
**Contract Number:** ADT2024-006

**1. Scope of Services**

Contoso Solutions Inc. agrees to provide the following services to A. Datum Corporation:

* Implementation of **AI-Powered Sales Automation** using Copilot Studio & Azure AI.
* Integration with existing **CRM and document management systems**.
* Ongoing **support and maintenance** for 12 months.

**2. Payment Terms**

* **Total Contract Value:** $250,000
* **Payment Schedule:**
  + 30% upfront upon signing ($75,000)
  + 40% upon completion of AI system deployment ($100,000)
  + 30% upon project completion and final approval ($75,000)
* Payments are due **net 30 days** from the invoice date.

**3. Service Level Agreement (SLA)**

* **Uptime Guarantee:** 99.5% availability for AI services.
* **Support Response Times:**
  + **Critical Issues:** Response within **2 hours**.
  + **Major Issues:** Response within **6 hours**.
  + **Minor Issues:** Response within **24 hours**.
* **Escalation Procedure:** Issues unresolved within 48 hours will be escalated to Contoso’s Senior Support Team.

**4. Data Privacy & Compliance**

* A. Datum Corporation retains full ownership of all sales data processed through the AI system.
* Vendor agrees to comply with **GDPR and CCPA regulations** regarding data protection.
* Data will be stored securely in **Microsoft Azure Datacenters (North America Region)**.

**5. Contract Term & Renewal**

* **Initial Term:** **12 months** (June 7, 2024 – June 6, 2025).
* **Renewal:** Auto-renewal for an additional 12 months unless terminated with **30 days’ written notice** before expiration.

**6. Termination Clause**

* Either party may terminate this agreement if:
  + The other party **breaches contract terms** and fails to resolve within **30 days** of notice.
  + A. Datum Corporation decides to discontinue AI services, with a **60-day termination notice**.

**7. Governing Law**

This contract shall be governed by and construed in accordance with the laws of **Washington State, USA**.

**Signatures:**

**City Power & Light**   
**Name:** Grace smith  
**Title:** VP of Sales  
**Date:** June 7, 2024

**Contoso Solutions Inc.**  
**Name:** John Smith  
**Title:** Director of AI Solutions  
**Date:** June 7, 2024