

ClawReady — Enterprise Package Service Agreement

Effective Date: _____

PARTIES

Service Provider (“ClawReady”): ClawReady Website: clawready.dev

Client (“Client”): Name / Company: _____ Address: _____ Email: _____
Phone: _____ Primary Contact: _____

ClawReady and Client are collectively referred to as the “Parties” and individually as a “Party.”

1. SCOPE OF SERVICES

ClawReady shall provide the following services under the **Enterprise Package**:

1. **OpenClaw AI Assistant Deployment** — Full installation, configuration, and deployment of an OpenClaw AI assistant tailored to the Client’s business requirements, including advanced and multi-environment deployments.
2. **Security Hardening** — Comprehensive security implementation, including access controls, encryption, vulnerability assessment, penetration testing recommendations, and ongoing security monitoring configuration.
3. **Channel Integration** — Integration with **unlimited** communication channels, which may include Slack, WhatsApp, Discord, SMS, email, web chat, custom APIs, and other supported platforms.
4. **Unlimited Custom Skills** — Development and deployment of an **unlimited** number of custom skills, tools, automations, and workflows for the AI assistant, subject to reasonable scoping and mutual agreement on timelines.
5. **Advanced Integrations** — Integration with enterprise systems including but not limited to CRM platforms, ERP systems, databases, internal APIs, analytics tools, and third-party SaaS applications.
6. **14-Day Hypercare Period** — Beginning on the Go-Live Date, ClawReady shall provide an intensive 14-calendar-day support period with daily monitoring, rapid issue resolution, and configuration adjustments.
7. **Dedicated Account Manager** — A designated ClawReady representative shall serve as the Client’s primary point of contact for all service-related matters throughout the term of this Agreement.
8. **Priority Support** — Expedited support response times as defined in Section 7 (Service Level Agreement).
9. **Quarterly Optimization Reviews** — ClawReady shall conduct quarterly performance reviews of the AI assistant, including usage analytics, optimization recommendations, and implementation of approved improvements.
10. **Training Sessions** — ClawReady shall provide training sessions for the Client’s designated personnel on AI assistant management, configuration, and best practices. Initial training shall

include up to two (2) sessions during the Hypercare Period, with additional sessions available quarterly.

11. **Ongoing Monthly Maintenance** — Following the Hypercare Period, ClawReady shall provide continued maintenance, monitoring, updates, priority support, and technical assistance as described in the Service Level Agreement (Section 7).

1.1 Client Cooperation

The Client acknowledges that timely and effective delivery of services requires the Client's reasonable cooperation, including but not limited to: providing necessary access credentials, responding to requests for information within five (5) business days, designating a primary point of contact, and making personnel available for required consultations. ClawReady shall not be liable for any delays, service degradation, or failure to meet timelines resulting from the Client's failure to cooperate as described herein.

1.2 Out of Scope

Unless separately agreed in writing, the following are **not** included:

- Hardware procurement or management
 - Third-party software licensing fees
 - Client infrastructure management, hosting costs, or cloud provider fees
 - Data migration from legacy systems (available as a separately scoped engagement)
 - Legal, regulatory, or compliance consulting
 - On-site professional services or travel
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2. FEES AND PAYMENT

2.1 Setup Fee

The Client shall pay a one-time setup fee of **\$15,000.00 USD** (“Setup Fee”). The Setup Fee is due in full upon execution of this Agreement and prior to the commencement of any work. ClawReady may, at its sole discretion, agree to a payment schedule of fifty percent (50%) upon execution and fifty percent (50%) upon Go-Live, if requested in writing.

2.2 Monthly Maintenance Fee

Following the completion of the Hypercare Period, the Client shall pay a recurring maintenance fee of **\$750.00 USD per month** (“Maintenance Fee”). The Maintenance Fee is due on the first (1st) business day of each calendar month and covers all services described in Section 1, including priority support, the dedicated account manager, and quarterly reviews.

2.3 Payment Terms

- All invoices are due within fifteen (15) calendar days of the invoice date (“Net 15”).
- Payments shall be made via bank transfer, credit card, or other method agreed upon in writing.
- All fees are stated in United States Dollars (USD) and are exclusive of applicable taxes, duties, or government-imposed fees, which shall be the Client's sole responsibility.

2.4 Late Payment

- Invoices not paid within fifteen (15) days of the due date shall accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law, whichever is lower), compounded monthly from the due date until paid in full.
 - ClawReady reserves the right to suspend all services, including priority support and the dedicated account manager, if any invoice remains unpaid for more than thirty (30) calendar days past due, upon five (5) business days' written notice.
 - The Client shall be responsible for all reasonable costs incurred by ClawReady in collecting overdue amounts, including but not limited to collection agency fees and attorney's fees.
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3. TERM AND TERMINATION

3.1 Term

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis following the completion of the initial setup and Hypercare Period, unless terminated in accordance with this Section 3.

3.2 Cancellation Within Cooling-Off Period

The Client may cancel this Agreement within seven (7) calendar days of the Effective Date ("Cooling-Off Period") by providing written notice to ClawReady. In such event:

- ClawReady shall retain ten percent (10%) of the Setup Fee as a **non-refundable activation fee** (\$1,500.00 USD) to cover administrative costs, resource allocation, and preliminary work performed.
- The remaining ninety percent (90%) of the Setup Fee (\$13,500.00 USD) shall be refunded to the Client within thirty (30) business days of the cancellation notice.

3.3 Cancellation After Cooling-Off Period

After the expiration of the Cooling-Off Period:

- The Setup Fee is **non-refundable** under any circumstances.
- The Client may cancel ongoing monthly maintenance services by providing thirty (30) calendar days' written notice to ClawReady.
- No refunds shall be issued for any Maintenance Fees already paid or for the current billing period in which cancellation notice is received.

3.4 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Commits a material breach of this Agreement and fails to cure such breach within fifteen (15) calendar days of receiving written notice thereof;
- Becomes insolvent, files for bankruptcy, or has a receiver or trustee appointed for a substantial part of its assets;
- Engages in conduct that violates Section 8 (Acceptable Use) of this Agreement.

3.5 Effect of Termination

Upon termination or expiration of this Agreement:

- ClawReady shall cease all services, support, and account management.
- The Client shall pay all outstanding fees for services rendered through the effective date of termination.
- ClawReady shall, upon written request, provide the Client with a reasonable transition period of up to thirty (30) calendar days to migrate data and configurations, subject to payment of all outstanding fees.
- ClawReady shall provide a comprehensive handover document detailing the Client's current configuration, integrations, and operational notes.
- Each Party shall return or destroy all Confidential Information of the other Party in its possession, except as required by law or for legitimate archival purposes.

3.6 Data Deletion After Termination

ClawReady shall delete all Client data within thirty (30) calendar days following the expiration of the transition period described in Section 3.5. After such deletion, ClawReady shall have no obligation to maintain, store, or provide any Client data, and shall bear no liability whatsoever for any deleted data.

4. LIMITATION OF LIABILITY AND HOLD HARMLESS

4.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLAWREADY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE CLIENT TO CLAWREADY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

4.2 Exclusion of Damages

IN NO EVENT SHALL CLAWREADY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss of profits, revenue, business, or anticipated savings;
- Loss of data, goodwill, or reputation;
- Business interruption or downtime costs;
- Cost of procurement of substitute goods or services;
- Any damages arising from or related to AI-generated content, outputs, recommendations, or decisions;

WHETHER OR NOT CLAWREADY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.3 No Liability for Client-Caused Issues

ClawReady shall bear **no liability whatsoever** for any damages, losses, claims, or expenses arising from or related to:

- Security breaches, vulnerabilities, or unauthorized access caused by or attributable to the Client's own infrastructure, systems, networks, or security practices;
- Data loss, corruption, or exposure resulting from the Client's failure to maintain adequate backups, security measures, or access controls;
- AI assistant malfunction, unexpected behavior, errors, or inaccurate outputs caused by Client modifications, unauthorized configuration changes, custom code, or third-party interference;
- Failures, outages, or security incidents originating from third-party services, platforms, APIs, or hosting providers used by the Client;
- The Client's negligence, willful misconduct, or failure to follow ClawReady's documented recommendations and best practices.

4.4 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLAWREADY PROVIDES ALL SERVICES AND DELIVERABLES ON AN “AS IS” AND “AS AVAILABLE” BASIS. CLAWREADY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CLAWREADY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

4.5 Third-Party AI Provider Disclaimer

THE CLIENT ACKNOWLEDGES THAT THE AI ASSISTANT MAY RELY ON THIRD-PARTY AI MODELS, APIs, AND SERVICES (INCLUDING BUT NOT LIMITED TO OPENAI, ANTHROPIIC, AND OTHER PROVIDERS) THAT ARE OUTSIDE CLAWREADY’S CONTROL. CLAWREADY SHALL NOT BE LIABLE FOR ANY CHANGES, OUTAGES, DEPRECATIONS, PRICING MODIFICATIONS, CONTENT POLICY CHANGES, OR SERVICE DEGRADATION BY SUCH THIRD-PARTY PROVIDERS. THE CLIENT ASSUMES ALL RISK ASSOCIATED WITH THIRD-PARTY AI PROVIDER DEPENDENCIES.

4.6 AI Content Disclaimer

THE CLIENT ACKNOWLEDGES AND AGREES THAT:

- AI-generated content, responses, and outputs may contain errors, inaccuracies, biases, or hallucinations;
- The Client assumes all risk and responsibility for any decisions, actions, or reliance based on AI-generated output;
- ClawReady does not warrant the accuracy, completeness, reliability, or fitness of any AI-generated content for any particular purpose;

- The Client is solely responsible for reviewing, validating, and approving all AI-generated content before use, distribution, or reliance thereon.

4.7 Hold Harmless

The Client agrees to hold harmless ClawReady, its officers, directors, employees, agents, contractors, and affiliates from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related to the Client's use, misuse, or inability to use the AI assistant deployed under this Agreement.

5. INDEMNIFICATION

5.1 Client Indemnification

The Client shall indemnify, defend, and hold harmless ClawReady, its officers, directors, employees, agents, contractors, and affiliates from and against any and all third-party claims, demands, actions, suits, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or related to:

- The Client's use or misuse of the AI assistant;
- The Client's breach of this Agreement;
- The Client's violation of any applicable law, regulation, or third-party right;
- Any content, data, or materials provided by the Client or processed through the AI assistant;
- Any claim that the Client's use of the AI assistant infringes or violates any third-party intellectual property right, privacy right, or other legal right;
- Any regulatory action, fine, or penalty arising from the Client's deployment or use of the AI assistant.

5.2 Compliance Responsibility

The Client is solely responsible for ensuring that its use of the AI assistant complies with all applicable federal, state, local, and international laws, regulations, and industry standards, including but not limited to data protection laws (e.g., GDPR, CCPA), consumer protection laws, anti-spam legislation, healthcare regulations (e.g., HIPAA), financial regulations, and sector-specific requirements.

6. INTELLECTUAL PROPERTY

6.1 Client Data and Configurations

The Client retains all right, title, and interest in and to its data, content, and custom configurations created specifically for the Client under this Agreement ("Client Materials"). The Client grants ClawReady a limited, non-exclusive, revocable license to access and use Client Materials solely for the purpose of performing the services under this Agreement.

6.2 ClawReady Intellectual Property

ClawReady retains all right, title, and interest in and to its proprietary deployment processes, methodologies, templates, tools, frameworks, know-how, training materials, and any pre-existing intellectual property (“ClawReady IP”). Nothing in this Agreement shall be construed as transferring any ownership of ClawReady IP to the Client.

6.3 OpenClaw

The Parties acknowledge that OpenClaw is open-source software governed by its own applicable open-source license(s). Neither Party claims ownership of OpenClaw, and both Parties agree to comply with the terms of the applicable open-source license(s).

6.4 Feedback

Any suggestions, ideas, enhancement requests, or feedback provided by the Client regarding ClawReady’s services or tools may be freely used by ClawReady without restriction or obligation.

6.5 Work Product

Any custom skills, configurations, or integrations developed by ClawReady specifically for the Client shall be considered Client Materials upon full payment. However, ClawReady retains the right to reuse general knowledge, techniques, and non-client-specific methodologies developed during the engagement.

7. SERVICE LEVEL AGREEMENT (SLA)

7.1 Priority Support Response Time

ClawReady shall use commercially reasonable efforts to respond to Client support requests within **four (4) hours**, 7 days a week, 365 days a year. Critical issues (complete service outage) shall be escalated immediately upon receipt.

Severity	Description	Target Response	Target Resolution
Critical	Complete service outage	1 hour	4 hours
High	Major feature impaired	4 hours	1 business day
Medium	Minor feature impaired	8 hours	3 business days
Low	General inquiry	24 hours	5 business days

7.2 Uptime Target

ClawReady shall use commercially reasonable efforts to maintain **99.5% uptime** for the AI assistant services under its direct control (“Uptime Target”). Uptime is measured on a monthly basis.

7.3 Uptime Exclusions

The Uptime Target excludes downtime resulting from:

- Scheduled maintenance, with reasonable advance notice provided to the Client;

- Force majeure events as defined in Section 10;
- Third-party service outages, including but not limited to cloud hosting providers, API providers, and communication platform outages;
- Client-caused issues, including unauthorized modifications, misconfigurations, or excessive usage beyond agreed-upon limits;
- Emergency security patches or critical updates.

7.4 SLA Remedies

If ClawReady fails to meet the Uptime Target for any given month, the Client's sole and exclusive remedy shall be a service credit as follows:

Monthly Uptime	Service Credit
99.0% – 99.49%	5% of monthly Maintenance Fee
98.0% – 98.99%	10% of monthly Maintenance Fee
95.0% – 97.99%	20% of monthly Maintenance Fee
Below 95.0%	30% of monthly Maintenance Fee

Service credits shall not exceed thirty percent (30%) of the monthly Maintenance Fee. Credits must be requested in writing within thirty (30) days of the affected month and shall be applied to the next billing cycle.

7.5 Dedicated Account Manager

The dedicated account manager shall:

- Serve as the Client's single point of contact for escalations and service matters;
- Conduct quarterly optimization reviews and deliver written reports;
- Coordinate training sessions and knowledge transfer;
- Proactively communicate upcoming changes, updates, and recommendations.

8. ACCEPTABLE USE

8.1 Permitted Use

The Client shall use the AI assistant solely for lawful business purposes consistent with the intended use described in this Agreement.

8.2 Prohibited Use

The Client shall **not** use the AI assistant to:

- Engage in any illegal, fraudulent, or tortious activity;
- Send spam, unsolicited communications, or bulk messaging;
- Harass, threaten, defame, or discriminate against any person or group;
- Violate any applicable law, regulation, or third-party right;
- Process or store data in violation of applicable data protection laws;

- Attempt to reverse-engineer, decompile, or extract ClawReady's proprietary tools or methodologies;
- Exceed reasonable usage limits or intentionally overload systems;
- Impersonate any person or entity, or misrepresent affiliation with any person or entity;
- Generate, distribute, or facilitate the creation of harmful, misleading, or deceptive content;
- Process sensitive data categories (health, financial, biometric) without appropriate safeguards and prior written agreement with ClawReady.

8.3 Suspension for Violation

ClawReady reserves the right to immediately suspend or restrict the Client's access to the AI assistant, without prior notice, if ClawReady reasonably determines that the Client has violated this Section 8. ClawReady shall notify the Client of the suspension and the basis therefor as soon as reasonably practicable. Suspension under this Section shall not relieve the Client of any payment obligations.

9. CONFIDENTIALITY

9.1 Definition

"Confidential Information" means any non-public information disclosed by either Party to the other Party, whether orally, in writing, or in any other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, technical data, trade secrets, customer information, financial information, pricing, proprietary tools, system configurations, and security architecture.

9.2 Obligations

Each Party agrees to:

- Hold the other Party's Confidential Information in strict confidence;
- Not disclose Confidential Information to any third party without prior written consent, except to employees, contractors, or agents who have a need to know and are bound by confidentiality obligations no less protective than those herein;
- Use Confidential Information solely for the purpose of performing obligations under this Agreement;
- Take reasonable measures to protect Confidential Information from unauthorized disclosure, at a level no less than the measures taken to protect its own confidential information.

9.3 Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving Party;
- Was known to the receiving Party prior to disclosure, without obligation of confidentiality;
- Is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information;
- Is lawfully obtained from a third party without restriction on disclosure.

9.4 Required Disclosure

A Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that the disclosing Party provides prompt written notice to the other Party (to the extent legally permitted) and cooperates in any effort to obtain protective treatment.

9.5 Duration

The obligations under this Section 9 shall survive termination of this Agreement for a period of five (5) years.

10. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to: acts of God, natural disasters, pandemics, epidemics, war, terrorism, civil unrest, government actions or orders, labor disputes, power failures, internet or telecommunications outages, cyberattacks, third-party service failures, or any other event that could not have been reasonably foreseen or prevented. The affected Party shall provide prompt notice to the other Party and use commercially reasonable efforts to mitigate the impact and resume performance as soon as practicable. If a force majeure event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice.

11. DISPUTE RESOLUTION

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, United States of America, without regard to its conflict of laws principles.

11.2 Mediation

Any dispute arising out of or related to this Agreement shall first be submitted to good-faith mediation, administered by a mutually agreed-upon mediator, within thirty (30) days of written notice of the dispute. The costs of mediation shall be shared equally by the Parties.

11.3 Binding Arbitration

If mediation fails to resolve the dispute within sixty (60) days, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA), conducted in the State of Colorado. The arbitrator's decision shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction.

11.4 Attorney's Fees

The prevailing Party in any arbitration or legal proceeding arising under this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses from the non-prevailing Party.

11.5 Injunctive Relief

Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm, including but not limited to breaches of Sections 6 (Intellectual Property) or 9 (Confidentiality).

12. MODIFICATIONS

This Agreement may not be amended, modified, or supplemented except by a written instrument executed by authorized representatives of both Parties. No oral agreements, representations, or understandings shall be binding upon either Party.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, representations, and understandings, whether written or oral.

13.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

13.3 Waiver

The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

13.4 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except that ClawReady may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

13.5 Notices

All notices under this Agreement shall be in writing and delivered via email with confirmed receipt, or via registered mail, to the addresses specified above.

13.6 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship.

13.7 Non-Solicitation

During the term of this Agreement and for twelve (12) months following its termination, the Client shall not directly or indirectly solicit, recruit, or hire any employee, contractor, or agent of ClawReady who was involved in the performance of services under this Agreement, without ClawReady's prior written consent.

13.8 Survival

Sections 4 (Limitation of Liability), 5 (Indemnification), 6 (Intellectual Property), 9 (Confidentiality), and 11 (Dispute Resolution) shall survive the termination or expiration of this Agreement.

13.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

SIGNATURES

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

CLIENT:

Name: _____
Title: _____
Date: _____
Signature: _____

CLAWREADY:

Name: _____
Title: _____
Date: _____
Signature: _____

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