

Professional Services Agreement

SOW

The key business terms of this SOW are as follows:

SOW and Agreement	This SOW (“SOW”) incorporates the Agreement with the Key Terms below. If there is any inconsistency between this SOW and the Agreement, this SOW will control.
Services	Mparanza LLC will generate a sales report in PDF or PowerPoint format using a flat sales file supplied by the customer in the format specified on the Mparanza website (https://mparanza.com/site/LOADDATAOVERVIEW). The structure of the AI-generated report will be in line with the example reports available for download on the mparanza.com site. Mparanza LLC will strive to deliver the report 24 hours after receiving the data. All data and output will be destroyed once the customer is satisfied with the output from our systems. No data will ever be saved on our server.
Fees	
Payment Period Time frame for Customer to pay invoices	Upon Customer's receipt of invoice
Invoice Period How frequently Provider sends invoices	Mparanza LLC will invoice the report upon delivery.
SOW Date The date this SOW begins	
SOW Term How long this SOW lasts	The SOW Term begins on the SOW Date and ends when all Deliverables and Fees have been exchanged and any acceptance processes are complete.

By signing this Cover Page, each party agrees to enter into this SOW as of the **SOW Date**.

PROVIDER: Mparanza LLC

CUSTOMER:

Signature



Print Name

Fabio Annovazzi

Title

Founder Mparanza LLC

Notice Address

Use email or postal address

290 Route de Hermance
Anieres, Geneva 1247
Switzerland

Date

25/Mar/2024

Professional Services Agreement

USING THIS AGREEMENT

This Agreement has 2 parts: (1) the Key Terms on this Cover Page and (2) the Common Paper Professional Services Standard Terms Version 1.1 posted at commonpaper.com/standards/professional-services-agreement/1.1 ("**Standard Terms**"), which is incorporated by reference. If there is any inconsistency between the parts of the Agreement, the Cover Page will control over the Standard Terms.

Capitalized and **highlighted** words have the meanings given on the Cover Page. However, if the Cover Page omits or does not define a highlighted word, the default meaning will be "none" or "not applicable" and the correlating clause, sentence, or section does not apply to this Agreement. All other capitalized words have the meanings given in the Standard Terms.

Key Terms

The key legal terms of this Agreement are as follows:

Effective Date

The date the Agreement starts

Governing Law

Switzerland - Geneva

Chosen Courts

Jurisdiction or where disputes are filed

The courts (whether state, federal, or otherwise) located in Delaware

Covered Claims

Claims covered by indemnity obligations

Provider Covered Claims:

Any action, suit, proceeding, or claim that (a) the **Deliverables** (excluding any Customer Materials and Third-Party Materials procured by **Customer**), when used by **Customer** according to the terms of the SOW and the Agreement, violate, misappropriate, or otherwise infringe upon anyone else's intellectual property or other proprietary rights; (b) **Provider's** employees or Subcontractors are deemed to be **Customer's** employees because of Provider's actions or omissions; or (c) arises out of Provider's gross negligence, fraud, or willful misconduct.

Customer Covered Claims:

Any action, suit, proceeding, or claim that (a) Customer Materials or Third-Party Materials procured by **Customer**, when used by **Provider** according to the terms of the SOW and the Agreement, violate, misappropriate, or otherwise infringe upon anyone else's intellectual property or other proprietary rights; or (b) arises out of **Customer's** gross negligence, fraud, or willful misconduct.

General Cap Amount

Limitation of liability amount for most claims

1.0 times the fees paid or payable by **Customer** to **Provider** in the 12 month period immediately preceding the claim

Attachments and Supplements

Changes to Standard Terms

Other Changes to Standard Terms

Changes that apply to the Agreement and all SOWs

Provider and **Customer** have not changed the Standard Terms except for the details on the Cover Page above. By signing this Cover Page, each party agrees to enter into this Agreement as of the **Effective Date**.

PROVIDER: Mparanza LLC

CUSTOMER:

Signature



Print Name

Fabio Annovazzi

Title

Founder Mparanza LLC

Notice Address

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