



Services Agreement

This Services Agreement is governed by the Good Consulting **Terms and Conditions**.

Signed on behalf of Good Consulting:

.....
Date

.....
Signed by

Signed on behalf of Client:

.....
Date

.....
Signed by

Good Consulting's contract with the Client shall comprise this Services Agreement and the Good Consulting Terms and Conditions, a copy of which is appended to this Services Agreement or has otherwise been provided to the Client. Together, the Services Agreement and the Good Consulting Terms and Conditions form the agreement between the Parties.

1. Services

1.1. Services Term

Good Consulting will deliver the Services to Client for the Services Term listed in the Order Form. Unless otherwise agreed in writing, increases in Services during a Services Term will have a prorated term ending concurrently with the then-current Services Term.

1.2. Renewal

Renewal Terms, if any, will be specified in the Order Form. Notice of non-renewal or scope reduction must be provided at least thirty (30) days before the start of the next Renewal Term.

1.3. Authorized Purchasers

- **Provisioning:** To provision Services, Good Consulting requires the email address of the initial Authorized Purchaser included on the Order Form. Incorrect information may cause delays.
- **Purchases:** Authorized Purchasers may order additional services or quantities. Client is responsible for understanding these settings. Fees for additional services will be billed for the remainder of the current Services Term at current rates unless otherwise specified.

1.4. Affiliates

- **Usage:** Client Affiliates may use Services under the Client's Account. Client is responsible for all acts and omissions of Affiliates.
- **Separate Purchases:** If Affiliates require separate provisioning, they must execute a separate Order Form and will be bound by this Agreement.

1.5. Usage-Based Services

If Client purchases Services based on usage, Client acknowledges that Good Consulting will charge fees based on actual consumption.

2. Provision of Services

2.1. General

This Agreement governs Client's access to and use of Services. Services will be delivered in accordance with industry best practices, documented project plans, and agreed timelines.

2.2. Use

Good Consulting grants Client a non-exclusive right to access and use the Services during the Term for internal business purposes. This includes access to cloud infrastructure, collaboration tools, consulting services, and related software.



2.3. Modifications

Good Consulting may update or enhance Services periodically. If a material reduction in functionality occurs, Client may terminate the affected Services with thirty (30) days written notice.

3. Client Obligations

Section	Details
Account Information	Client must provide accurate contact and billing information. Promptly notify Good Consulting of unauthorized access.
End Users	End User accounts are for authorized employees or contractors. Client responsible for all activities under accounts.
Restrictions	Client and End Users will not: violate laws, reverse engineer, interfere with security or uptime, or resell Services.
Third-Party Services	Use of third-party tools or integrations governed by third-party terms.

4. Client Content

Section	Details
Ownership	Client retains all rights to Client Content. Good Consulting uses it only to provide Services.
Good Consulting Obligations	Maintain confidentiality and security; comply with applicable data protection laws.
Client Obligations	Client represents all rights to provide Client Content and is responsible for accuracy and legality.



5. Security and Privacy

5.1. Security Measures

Good Consulting implements reasonable technical, administrative, and physical measures to protect Client data. Updates to security measures will be communicated promptly.

5.2. Audit Reports

Upon written request, Good Consulting may provide evidence of compliance with security standards and controls.

5.3. Privacy

If Services involve processing personal data, both Parties will comply with applicable data protection regulations.

6. Payment

6.1. Fees

Client agrees to pay fees for Services as outlined in the Order Form. Fees are non-refundable unless required by law. Fees for additional services purchased during a Term will be prorated.

6.2. Payment Terms

Invoices are payable within thirty (30) days. Late payments may incur 1.5% interest per month.

6.3. Taxes

Fees are exclusive of applicable taxes, which will be added as required.

7. Confidentiality

7.1. Nondisclosure

Each Party will protect the other's Confidential Information and only use it as necessary to perform obligations under this Agreement.

7.2. Exceptions

Confidentiality obligations do not apply to publicly available information or information independently developed.



7.3. Permitted Disclosure

Disclosure is allowed to affiliates, employees, or contractors with a need-to-know, bound by confidentiality obligations.

8. Suspension

Good Consulting may suspend Services if required by law, in the event of a security risk, or if Client breaches this Agreement. Good Consulting will notify Client promptly and cooperate to restore access once issues are resolved.

9. Intellectual Property Rights

9.1. Reservation of Rights

This Agreement does not transfer ownership of Good Consulting's IP. Client only receives a limited license to use Services as described herein.

9.2. Feedback

If Client provides feedback, Good Consulting may use it to improve Services without restriction or compensation.

10. No Publicity

Neither Party may use the other Party's name, logo, or make public statements about the relationship without prior written consent.

11. Term and Termination

11.1. Term

The Agreement is effective as of the Effective Date and continues for the Services Term.

11.2. Termination

Either Party may terminate for material breach if not cured within thirty (30) days, or if a Party ceases operations or becomes insolvent.



11.3. Effects of Termination

Upon termination, Client's rights to Services cease immediately, and Good Consulting will securely return or delete Client Content within thirty (30) days.

11.4. Survival

Sections 6 (Payment), 7 (Confidentiality), 9 (IP Rights), and 12–14 survive termination.

12. Warranties; Disclaimer

12.1. Warranties

Good Consulting warrants that Services will be delivered with reasonable skill and care consistent with industry standards.

12.2. Disclaimer

Except as expressly stated, Services are provided "as-is." Good Consulting makes no warranties regarding uninterrupted availability or suitability for Client's specific needs.

13. Indemnification

13.1. By Good Consulting

Good Consulting will defend Client against claims that Services infringe third-party IP rights, excluding claims arising from Client modifications or integrations.

13.2. By Client

Client will defend Good Consulting against claims related to Client Content or use of Services in violation of this Agreement.

14. Limitation of Liability

Except for gross negligence or willful misconduct, each Party's total liability will not exceed the total fees paid by Client during the prior twelve (12) months. Neither Party will be liable for indirect, incidental, or consequential damages.



15. Dispute Resolution

Disputes will first be attempted to be resolved informally. If unresolved within sixty (60) days, disputes will be resolved via binding arbitration in [Jurisdiction]. Class actions are prohibited.

16. Miscellaneous

- **Entire Agreement:** Supersedes all prior agreements.
- **Governing Law:** [Jurisdiction].
- **Severability:** Invalid provisions are modified to reflect intent; remainder remains in effect.
- **Notices:** Must be sent in writing via email or courier.
- **Force Majeure:** Neither Party liable for delays due to uncontrollable events.
- **Assignment:** Either Party may assign to a successor with notice.
- **No Third-Party Beneficiaries:** Only Parties are intended beneficiaries.

17. Definitions

Key definitions (Client Content, Services, Effective Date, Order Form, End Users, Fees, Security Measures, etc.) follow the same structure as Section 17 in the OpenAI template, adapted for Good Consulting's offerings.

