

Awake Pilot and Evaluation Agreement

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Run a limited product evaluation with explicit data, costs and conversion terms.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Provider/evaluator: [names/addresses]. Product and evaluation purpose: [description]. Start/end dates: [dates]. Users, usage, environment and success criteria: [limits]. Fee/costs: [terms or none]. Real personal data permitted: [no / yes under attached DPA/security terms]. Conversion: [separate signed subscription required]. Notice contacts: [contacts].

1. Limited evaluation

Provider permits only the specified internal evaluation during the pilot. No production reliance, resale, exclusivity or source license arises unless expressly completed. Identify whether outputs may be used commercially and any prohibited sensitive data. Evaluate against the stated criteria without implying purchase acceptance or guaranteed results.

2. Responsibilities and information

Each party supplies its agreed resources and contacts. Protect exchanged confidential information with reasonable care, standard lawful exclusions and [years] survival, with continuing trade-secret protection. Customer retains its data. Feedback license, test results and permitted publicity are [express terms]; no public endorsement arises from participation.

3. Charges and risk

Fees and refunds are as agreed. Experimental limitations, support, warranty remedies, liability cap and exclusions are [terms]. A no-charge pilot does not itself justify an unlimited data-risk disclaimer. Data processing needs completed lawful instructions and security commitments before real personal data is used.

4. End and conversion

Either party may end on [days] notice or immediately for a material security or unlawful-use issue. At end stop access, export agreed data within [days], then delete under [retention terms]. There is no automatic paid subscription or payment-card charge. A later subscription requires its own signed order and service terms.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].