

Data Analytics Platform

Effective 2026-07-13 · Version 1.1

This Data Analytics Platform Services Agreement (the "Agreement") is entered into between White Cap Data ("Provider," "we," "us") and the client identified on the Order Form ("Client," "you"). It takes effect on the earlier of the date the Client signs the Order Form or the date the Client makes the first payment (the "Effective Date"). The Order Form and any Statement of Work ("SOW") referenced in it are incorporated into and form part of this Agreement.

1. Definitions

1.1 "Platform" means the data analytics platform identified on the Order Form, taken as a whole, including any user-facing dashboard or web interface, back-end services, data stores, the Scrapers, the Scheduled Jobs, and any other components Provider hosts on the Client's behalf as described on the Order Form.

1.2 "Repositories" means the source-code repositories listed on the Order Form that, together, make up the Platform. Maintenance under this Agreement covers all listed Repositories; repositories not listed are out of scope until added by a written change order.

1.3 "Hosting Environment" means the server, virtual machine, container platform, or managed service on which the Platform runs, as described on the Order Form (for example: a DigitalOcean droplet, a Cloudflare Workers project, an AWS EC2 instance, or a local machine designated by the Client).

1.4 "Scrapers" means the data-ingestion adapters that pull data from third-party Data Sources into the Platform, as listed on the Order Form. Each Scraper is tied to a specific Data Source and a specific access method (for example, a Shopify `/products.json` endpoint, a public REST API, or HTML parsing of a public page).

1.5 "Data Sources" means the third-party sites, APIs, or feeds that the Scrapers ingest from. Data Sources are listed on the Order Form. Sources not listed are out of scope until added by a written change order.

1.6 "Scheduled Jobs" means automated, recurring jobs that run on the Hosting Environment to support the Platform (for example, nightly scrape runs, periodic database compaction, scheduled report generation), as listed on the Order Form.

1.7 "Build / Onboarding" means the initial setup, deployment, and configuration of the Platform for Provider to begin Maintenance, as described on the Order Form / SOW.

1.8 "Maintenance Services" means the ongoing hosting, monitoring, security and operations upkeep, support, Scraper and Scheduled-Job upkeep, and Minor Changes described in this Agreement.

1.9 "Minor Change" means a change request that, in Provider's reasonable estimate, can be completed within the threshold of hours stated on the Order Form (for example: copy edits, small UI tweaks, light bug fixes, configuration changes, routine dependency updates, and selector or parsing tweaks to a single Scraper to follow a Data Source's HTML change). Minor Changes are included in the recurring Maintenance fee, subject to the monthly allotment on the Order Form.

1.10 "Major Change" means any change that, in Provider's reasonable estimate, exceeds the Minor-Change threshold (for example: new features, new pages or views, new integrations, schema or data-model changes, redesigns, performance reworks, adapting a Scraper to a Data Source's platform change or new anti-bot defense, or adding a new Scraper or Data Source where the work exceeds the threshold). Major Changes are out of the recurring fee and are billed separately under Section 5.

1.11 "Client Materials" means all content, data, credentials, API keys, third-party accounts, and information the Client provides for the Build / Onboarding or Maintenance Services.

1.12 "Go-Live" means the date the Platform is first made available to the Client's users under Provider's Maintenance Services.

1.13 "Business Day" means Monday through Friday, excluding U.S. federal holidays.
"Business Hours" means 9:00 a.m. to 5:00 p.m. U.S. Central Time on a Business Day.

1.14 "Service Level" or "SLA" means the service commitments in Section 3. "Service Credit" means the credit described in Section 3.4.

2. Scope of Services

2.1 Build / Onboarding. Provider will set up, deploy, and configure the Platform for ongoing Maintenance in accordance with the Order Form / SOW.

2.2 Maintenance & Hosting. Beginning at Go-Live, Provider will host the Platform on the Hosting Environment, monitor it, keep it patched and current under Section 3.6, respond to support requests, run the Scheduled Jobs, keep the Scrapers operational as described in Section 2.6, and perform Minor Changes (within the monthly allotment) for as long as the Client's subscription remains active and paid.

2.3 Repository Coverage. Provider's Maintenance Services cover only the Repositories listed on the Order Form. Adding, removing, replacing, or splitting a Repository requires a written change order. Forks, mirrors, or copies controlled by the Client outside the listed Repositories are not covered.

2.4 Minor vs. Major Changes. The Order Form sets the hour-based threshold that distinguishes Minor Changes (included in the Maintenance fee, subject to allotment) from Major Changes (separately quoted and paid before work begins). Provider determines, in good faith, which side of the threshold a request falls on, and will tell the Client which it is before any work is done.

2.5 Out of Scope. Anything not expressly described in the Order Form / SOW, not within the covered Repositories, not within the listed Scrapers and Data Sources, or not within the Minor-Change allotment is out of scope and requires a Major Change under Section 5.4.

2.6 Scrapers & Data Sources

2.6.1 Coverage. Provider's Maintenance covers the Scrapers and Data Sources listed on the Order Form. Provider will keep the listed Scrapers operational on a best-effort basis under the SLAs in Section 3, monitor their success/failure status, and surface persistent failures to the Client.

2.6.2 Routine Scraper Fixes (Minor). Routine Scraper maintenance - including selector updates, parser tweaks, schema-mapping fixes, and small adjustments to follow ordinary HTML or markup changes on a Data Source - is treated as a Minor Change and is included in the recurring Maintenance fee, subject to the monthly allotment.

2.6.3 Structural Scraper Changes (Major). When a Data Source undergoes a structural change that breaks the existing Scraper - for example, a platform change (e.g., Shopify to BigCommerce), the introduction of authentication or paywalls, the introduction of bot-detection or anti-scraping defenses requiring a headless browser, a CAPTCHA, or a paid scraping service, or removal of the underlying public endpoint - the resulting rework is a Major Change and is quoted under Section 3.7.

2.6.4 Adding or Removing Sources. Adding a new Data Source / Scraper, or removing one, is a written change order. If the estimated work is within the Minor-Change threshold (for example, a straightforward Shopify site with no quirks), it may be handled as a Minor Change against the monthly allotment; otherwise it is a Major Change.

2.6.5 No Warranty of Third-Party Access. Provider does not warrant that any Data Source will remain accessible, free, on a stable schema, or compliant with scraping over time. Provider's obligation is to keep the Scrapers operational on a best-effort basis using lawful methods; Provider will not bypass authentication or violate a Data Source's applicable terms of service to keep a Scraper running.

2.7 Scheduled Jobs

2.7.1 Coverage. Provider will run the Scheduled Jobs listed on the Order Form on the stated cadence, capture their output and status, and alert the Client to persistent failures.

2.7.2 Adding, Removing, or Re-scheduling Jobs. Adding or removing a Scheduled Job, or materially changing its cadence (more than a one-time tweak), is a change order; whether it is Minor or Major follows the threshold on the Order Form.

2.7.3 Run Failures. A single failed run that succeeds on retry is not an SLA breach. Persistent failures are handled under Section 3.5 (Scheduled Job Reliability) and Section 3.2 (Support Response).

3. Service Levels (SLAs)

Provider commits to the following Service Levels. These Service Levels are measured by Provider's systems and tools, are subject to the exclusions in Section 3.8, and are the Client's sole and exclusive service commitments. The remedies in this Section are the Client's sole and exclusive remedies for any failure to meet a Service Level.

3.1 Build / Onboarding Delivery

3.1 Provider will target completion of the initial Build / Onboarding within the timeline stated on the Order Form (and, if no timeline is stated, within ten (10) Business Days) after Provider has received the full Build fee, all Client Materials and access credentials, and all approvals reasonably necessary. This timeline pauses (tolls) for any period during which Provider is awaiting Client Materials, feedback, approvals, or payment, and resumes when the Client provides them.

3.2 Support Response

3.2 Provider will acknowledge support requests submitted through Provider's designated channel within two (2) Business Days for standard requests, and within one (1) Business Day for requests reporting that the Platform is fully unavailable or that a Scheduled Job has failed for more than two (2) consecutive scheduled runs, in each case during Business Hours. "Response" means an acknowledgement and initial assessment; it does not mean resolution. Resolution times vary by issue and are not guaranteed.

3.3 Minor Change Turnaround

3.3 Provider will action accepted Minor Change requests within five (5) Business Days after receiving complete and final instructions and any required materials. The Order Form sets the monthly hours included for routine Maintenance; Minor Change requests beyond that allotment, or that exceed the Minor-Change threshold, are handled as Major Changes (Section 3.7) and are not subject to this turnaround commitment. Unused allotment does not roll over between months unless expressly stated on the Order Form.

3.4 Uptime

3.4 Provider commits to 99.0% Platform availability per calendar month, as measured by Provider's monitoring on the Hosting Environment and excluding the items in Section 3.8. If availability in a calendar month falls below 99.0%, the Client's sole and exclusive remedy is a Service Credit against the following month's Maintenance fee, calculated as follows: 98.0%-98.99% = 5%; 95.0%-97.99% = 10%; below 95.0% = 20%. Service Credits are capped at 20% of one month's Maintenance fee, are not refunds or cash, and must be requested by the Client in writing within seven (7) days after the end of the affected month. Unclaimed credits are waived.

3.5 Scheduled Job Reliability

3.5 For each Scheduled Job listed on the Order Form, Provider commits that at least 95% of scheduled runs in a calendar month will either succeed on the first attempt or succeed on Provider-initiated retry within the same Business Day, excluding the items in Section 3.8. Persistent failures (two or more consecutive scheduled runs failing without retry success) trigger the support-response commitment in Section 3.2 and remediation as a Minor Change under Section 3.3, or as a Major Change under Section 3.7 if the root cause is a structural change to a Data Source.

3.6 Security & Operations

3.6 Provider will keep the Platform, the Hosting Environment, and the covered Repositories on a current, supportable footing under the following commitments. Where these commitments depend on third parties (for example, upstream maintainers releasing a patch, a cloud provider rotating a certificate, or a Data Source publishing new terms), Provider's obligation is to take commercially reasonable steps as soon as the third-party fix is available.

Commitment	What Provider does
Dependency review	Review dependencies in the covered Repositories at least monthly and apply non-breaking updates as part of routine Maintenance.
CVE patching	For Critical or High-severity vulnerabilities (CVSS 7.0+) in components Provider directly manages, apply a patch, workaround, or mitigation within seven (7) days of public disclosure.
HTTPS / TLS baseline	Keep the Platform served over HTTPS with current, industry-supported TLS configuration; deprecated protocols and ciphers are disabled.
Secrets rotation	Rotate any credentials, API keys, or secrets that Provider holds for the Platform at least once per calendar quarter, or sooner if there is reason to believe they have been exposed.
OS & infrastructure patching	Apply OS and base-image security patches on the Hosting Environment on a monthly cadence, with critical patches expedited per the CVE-patching commitment above.
Backups	Take a daily snapshot of the Platform's primary database and any state needed to restore service. Retain at least the last fourteen (14) daily snapshots. On Client request, restore from any retained snapshot within one (1) Business Day, subject to the SLA exclusions.
Industry-standard practices	Follow generally accepted current industry-standard practices for hosting, change management, logging, and backups appropriate to a small-business dashboard. This commitment is general; specific items above govern over this one if they conflict.

3.7 Major Changes - Quote-First Process

3.7.1 No Major Change work begins without a written quote accepted by the Client and payment of the quoted amount (or the first instalment, where the parties agree to instalments).

3.7.2 Quote Form. A Major Change quote will state the scope, the estimated hours, the price structure (flat fee or hourly rate), the total estimate, and any assumptions or dependencies. The Order Form sets the default hourly rate; a flat fee may be used in place of hourly billing for a defined scope.

3.7.3 Hourly Overruns. If the parties agree to bill a Major Change hourly and Provider reasonably anticipates exceeding the estimate by more than ten percent (10%), Provider will pause work and notify the Client for approval of the additional hours before continuing.

3.7.4 No Implied SLA. The Service Levels in Sections 3.1-3.6 do not apply to Major Change work; any delivery commitments are those stated in the accepted Major Change quote.

3.8 SLA Exclusions

The Service Levels do not apply to, and downtime, run failures, or delay are excluded when caused by, any of the following:

- Scheduled or emergency maintenance for which Provider gives reasonable notice where practicable;
- Acts or omissions of the Client, including late or incomplete Client Materials, Client-side changes, Client-managed credentials, or commits to the covered Repositories made by parties other than Provider;
- Third-party services, platforms, networks, registrars, DNS providers, package registries, cloud providers, or other infrastructure outside Provider's direct control;
- Structural changes by a Data Source (re-platforming, new authentication, anti-bot defenses, removal of public endpoints) - the Scraper rework is handled as a Major Change under Section 2.6.3, but Scheduled-Job and data-freshness SLAs do not run while the structural change is unresolved;
- Vulnerabilities or incidents in components Provider does not directly manage (such as Client-installed integrations, browser extensions, or upstream services);
- Suspension or termination for non-payment, or as otherwise permitted under this Agreement;
- Force majeure events (Section 12); and
- Beta, trial, or no-charge features.

4. Client Responsibilities

4.1 The Client will provide complete, accurate Client Materials, access to the covered Repositories, the Hosting Environment, and any required third-party accounts (cloud, registrar, identity provider, etc.), timely feedback and approvals, and a single primary point of contact with authority to approve work.

4.2 The Client represents that it owns or has the rights to all Client Materials, the covered Repositories, and the data flowing through the Platform, and that the Client's use of the Platform (including the listed Scrapers and Data Sources) does not infringe any third-party rights or violate any law or applicable terms of service.

4.3 The Client is responsible for paying all fees on time and for maintaining any domain registration and third-party accounts it controls.

4.4 Change Discipline. The Client will not commit production changes to the covered Repositories, alter the Hosting Environment, change Scheduled Job cadences, or modify Scrapers without Provider's knowledge. If the Client (or a third party acting for the Client) does so, Provider may decline to honour the SLAs for any incident or delay traceable to that change until the situation is reviewed.

5. Fees & Payment

5.1 Build / Onboarding Fee. The Build / Onboarding fee is stated on the Order Form and is due in full at signup, before Provider begins work. The Build / Onboarding fee is non-refundable upon execution of this Agreement.

5.2 Recurring Maintenance Fee. The recurring Maintenance & Hosting fee is custom to each Platform and is stated on the Order Form. The fee covers the Hosting Environment (including its underlying cloud or server costs, unless billed through to the Client on the Order Form), Maintenance under Section 2.2, Scheduled-Job execution, Scraper upkeep, security/operations commitments under Section 3.6, and the monthly Minor-Change allotment. Fees are billed in advance on the interval the Client selects: monthly (full price), quarterly (5% discount on the monthly equivalent), or annual (15% discount on the monthly equivalent). The subscription renews automatically for successive periods of the same interval unless cancelled under Section 6.

5.3 Billing Cycle. Platform pricing is quoted per engagement; Provider invoices the Client rather than collecting through a standard self-serve payment link. The Build / Onboarding fee is invoiced at signup under Section 5.1, and the recurring Maintenance fee is invoiced in advance on the interval stated on the Order Form. The date the recurring fee begins, and its renewal dates, are stated on the Order Form. Provider may, in its discretion, accept alternative arrangements (such as an instalment plan on a larger Build) where agreed in writing on the Order Form.

5.4 Major Change Billing. Major Changes are billed separately from the recurring fee. Each Major Change is quoted in advance under Section 3.7 and is payable as a flat fee or on an hourly basis at the rate stated on the Order Form (or as otherwise agreed in the accepted quote). Work does not begin until the quoted amount (or first instalment) is paid; for hourly engagements, hours are billed monthly in arrears against a deposit specified in the quote.

5.5 Pass-Through Costs. Any third-party costs that the Client elects (for example: paid scraping services, headless-browser providers, additional cloud capacity above what is bundled, paid datasets, premium APIs) are passed through to the Client at cost plus any handling stated on the Order Form, and are billed in arrears with documentation.

5.6 Late Payment. Fees not paid when due accrue a late charge of 1.5% per month (or the maximum allowed by law, if lower). Provider may suspend the Maintenance Services and take the Platform offline if any amount remains unpaid more than ten (10) days after written notice, without liability and without relieving the Client of payment obligations.

5.7 Taxes. Fees are exclusive of taxes; the Client is responsible for all applicable taxes other than taxes on Provider's net income.

5.8 Price Changes. Provider may change recurring fees or the default hourly rate on at least sixty (60) days' written notice, effective at the next renewal.

6. Term & Termination

6.1 Term. This Agreement begins on the Effective Date and continues while the Maintenance subscription is active. The Maintenance subscription renews automatically as described in Section 5.2.

6.2 Termination by Client. The Client may cancel the Maintenance subscription on thirty (30) days' written notice, effective at the end of the then-current billing period. Prepaid fees and the Build / Onboarding fee are non-refundable. Accepted Major Change quotes that are in progress at the time of notice will be completed and paid unless the parties agree otherwise in writing.

6.3 Termination by Provider. Provider may suspend or terminate for non-payment (subject to Section 5.6) or for any material breach not cured within fourteen (14) days after written notice.

6.4 Effect of Termination. On termination, the Maintenance Services end. On request and if the Client's account is paid in full, Provider will (a) hand over the latest production state of the covered Repositories the Client already owns, (b) hand over the most recent retained database snapshot and any Platform-specific configuration, environment variables (sanitised of Provider-only secrets), and infrastructure metadata reasonably necessary for the Client to migrate, (c) provide a list of the Scheduled Jobs, their cadence, and last-known-good configuration so the Client can re-establish them on a successor host, and (d) provide reasonable assistance for up to ten (10) Business Days at the Order Form hourly rate to transition the Platform to the Client or a successor provider. Provider's pre-existing tools, frameworks, internal libraries, and know-how (Provider IP, Section 7) are not transferred. Sections that by their nature should survive will survive termination.

7. Intellectual Property

7.1 Provider retains all right, title, and interest in and to its pre-existing and independently developed materials, including its programming, frameworks, internal libraries, templates, tools, and know-how ("Provider IP").

7.2 The Client retains ownership of the covered Repositories, the Platform application code that resides in those Repositories, and Client Materials. Provider's commits and contributions to the covered Repositories are assigned to the Client upon full payment of the Build / Onboarding fee and continued payment of the Maintenance fee, except for any embedded Provider IP, which is licensed to the Client under a perpetual, non-exclusive, non-transferable licence solely for use of the Platform for the Client's own business.

7.3 The Client grants Provider a licence to use the Repositories, Client Materials, and the Platform solely to perform the Services and to reference the Platform at a high level (project type, scope summary, screenshots without confidential data) in Provider's portfolio and marketing. The Client may opt out of portfolio use by written request.

8. Warranties & Disclaimers

8.1 Limited Workmanship Warranty. Provider will correct reproducible defects in the Build / Onboarding that the Client reports in writing within fourteen (14) days after Go-Live, at no additional charge. This is the Client's sole warranty remedy for the Build / Onboarding.

8.2 Disclaimer. Except for Section 8.1 and the specific commitments in Section 3, the Platform and Services are provided "AS IS" and "AS AVAILABLE." Provider disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. Provider does not warrant that the Platform will be uninterrupted, error-free, or completely secure, that any specific Data Source will remain accessible or stable, or that the Platform will meet any specific business result, performance target, or data accuracy outside the SLAs in Section 3.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, Provider will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, lost revenue, lost data, or business interruption, even if advised of the possibility.

9.2 Provider's total aggregate liability arising out of or relating to this Agreement will not exceed the total fees actually paid by the Client to Provider in the three (3) months immediately preceding the event giving rise to the claim.

9.3 The Service Credits in Section 3.4 are the Client's sole and exclusive monetary remedy for any failure to meet a Service Level.

9.4 Nothing in this Agreement limits liability that cannot be limited by law, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

10. Indemnification

10.1 The Client will defend, indemnify, and hold harmless Provider from any third-party claim, loss, or expense (including reasonable legal fees) arising out of the Client Materials, the Client's use of the Platform, the data the Client routes through the Platform, the Client's direction to add or maintain any particular Data Source or Scraper, the Client's business or products, or the Client's breach of this Agreement.

11. Confidentiality

11.1 Each party will protect the other's non-public business information (including, on the Client's side, source code in the covered Repositories, data processed by the Platform, and Hosting Environment credentials) and use it only to perform under this Agreement, except for information that is public, independently known, or required to be disclosed by law.

12. Force Majeure

12.1 Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including outages of third-party infrastructure, internet or utility failures, natural events, labor disputes, governmental action, or zero-day vulnerabilities in upstream components for which no patch is yet available.

13. General

13.1 Governing Law. This Agreement is governed by the laws of the State of Tennessee unless a different state is specified on the Order Form, without regard to conflict-of-laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the governing state.

13.2 Assignment. The Client may not assign this Agreement without Provider's written consent. Provider may assign it in connection with a merger, acquisition, or sale of assets.

13.3 Independent Contractors. The parties are independent contractors; nothing creates a partnership, joint venture, or agency.

13.4 Entire Agreement; Amendments. This Agreement and its Order Form / SOW are the entire agreement and supersede prior discussions. Amendments must be in writing and signed by both parties.

13.5 Severability; Waiver. If any provision is unenforceable, the rest remains in effect. No waiver is effective unless in writing, and no single waiver is a continuing waiver.

13.6 Notices; E-Signature. Notices must be in writing and sent to the contacts on the Order Form (email is sufficient). This Agreement may be signed electronically and in counterparts.