

TERMS AND CONDITIONS OF SERVICE (ToS)

The Insight Group - Project Atlas

Last Updated: November 30, 2025

Version: 1.0

1. Acceptance of Terms

By contracting our consulting services, accessing our website, or using the SaaS platform "Quantum" (hereinafter, the "Services"), you (the "Client") agree to be legally bound by these Terms and Conditions. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms.

2. Description of Services

The Insight Group offers data intelligence solutions divided into two main categories:

1. Consulting Services (Levels 0, 1, and 2): Time-defined projects (Insight Diagnosis, Clarity Plan, Strategy Plan) that conclude with the delivery of reports, analysis, and strategies.
2. Quantum Platform (Level 3 - SaaS): A Software-as-a-Service (SaaS) solution providing interactive dashboards, analytics tools, and AI assistants.

3. Registration and User Accounts

- Accuracy: You agree to provide real, complete, and up-to-date information about your company during the contracting process.
- Security: You are responsible for maintaining the confidentiality of your access credentials to the Quantum Platform. Any activity performed from your account will be your responsibility.

4. Pricing, Payments, and Billing

This section governs our economic relationship. Due to the technological and variable nature of our services, we apply the following policies:

4.1. Price Variability and Discretion

Prices published on our website, brochures, or the "Vision Document" are referential and estimated.

- Adjustment by Size: The Insight Group reserves the right to determine the final price of any service based on the Client's company size (number of employees, annual revenue) and the technical complexity of their data.

- Final Quote: The binding price will be solely that stipulated in the Commercial Proposal or Final Contract signed by both parties.

4.2. Variable Subscription Components (Quantum Platform)

The monthly fee for the Quantum Platform is not fixed in all cases. It is composed of a Base License plus Variable Infrastructure Costs:

- Variation Factors: The final price may fluctuate month-to-month depending on actual resource consumption, including but not limited to:
 - Cloud computing and storage processing.
 - Use of paid external APIs required for your instance.
 - Cloud AI Consumption: If the Client opts for cloud-hosted AI models (e.g., GPT-4, Claude), costs per token/usage will be passed on to the invoice or adjust the subscription value.
- Economies of Scale: We reserve the right to adjust prices downward if our infrastructure optimization or negotiation volume with providers allows it.
- Third-Party Increases: If our infrastructure providers (AWS, Google, OpenAI, etc.) increase their rates, The Insight Group may proportionally adjust its prices to reflect these costs.

4.3. Price Change Notification Policy

We understand that predictability is key. In the event of an increase in your subscription rates:

- Notice: We will notify you at least one (1) week (7 calendar days) prior to the effective date of the new price.
- Right to Cancel: If you do not agree with the change, you have the right to cancel your subscription before the new rate applies, without penalty.

4.4. Alternative Payment Model: "Revenue Share" (Success Fee)

At our sole and exclusive discretion, The Insight Group may offer certain strategic Clients the option to pay for services (fully or partially) via a percentage of their revenue.

- Conditions: This model will be formalized through a separate "Revenue Share Agreement".
- Calculation: The percentage may apply to monthly, quarterly, or annual revenue, as agreed.
- Audit: In this mode, the Client agrees to submit to periodic audits to verify the accuracy of reported revenue.

4.5. Self-Hosted Mode (One-Time Payment)

For the self-hosted mode, a one-time fee applies for licensing and setup. This payment does not include future updates, server maintenance, or infrastructure costs, which are the exclusive responsibility of the Client.

5. Intellectual Property

- **Our Property:** The Insight Group retains all rights, titles, and interests in the Quantum Platform, the core source code, AI algorithms pre-trained by us, our analysis methodologies, and any software delivered (including Docker configurations), unless otherwise specified in a "Self-Hosted" license.
- **Your Property:** The Client retains full ownership of their Data and the specific reports (Insights) generated as a result of our services.

6. Confidentiality

Both parties agree not to disclose the other party's confidential information to third parties, except when necessary for service provision (see Privacy Policy regarding sub-processors) or by legal requirement. This obligation survives even after the termination of the service.

7. Limitation of Liability

The Insight Group offers its analysis and tools "as is".

- **No Guarantee of Results:** While our models seek maximum accuracy, we do not guarantee specific business results (e.g., an exact increase in sales). Business decisions made based on our data are the exclusive responsibility of the Client.
- **Monetary Limit:** In no event shall The Insight Group's total liability for direct damages exceed the total amount paid by the Client during the last three (3) months prior to the event causing the claim.

8. Cancellation and Termination

- **By the Client:** You may cancel your subscription to the Quantum Platform at any time with 30 days' notice.
- **By Us:** We may suspend or terminate your account if we detect a breach of these terms, non-payment, or abusive use of infrastructure affecting other clients.

9. Governing Law and Jurisdiction

These Terms shall be governed and interpreted in accordance with the laws of Ecuador. Any dispute shall be resolved in the courts of the city of Loja, waiving any other jurisdiction.

Legal Contact:

For legal notifications or questions regarding these terms, contact us at: legal@atlasdata.tech