

Brainiall Pilot Services Addendum

Non-binding indication of pilot engagement terms · version 2026-06-10-r2 · the executed order form and signed addendum govern.

1. Scope

This addendum describes the standard terms under which Brainiall delivers paid, fixed-scope evaluation pilots (Trust & Safety Review Queue, Agent Governance Evidence, Support Inbox Intelligence). It complements the platform Terms of Service and the Data Processing Agreement, which were drafted for stateless API usage; pilot engagements involve bounded, time-limited processing of buyer-provided historical samples and are governed by the provisions below once executed in an order form.

2. Data handling and retention

- Pilots start on synthetic or redacted samples, in offline, shadow or read-only modes — no production access, no credentials, no agent accounts.
- Real production data enters scope only under an executed DPA extended with a pilot processing annex (processing description and technical and organizational measures).
- Buyer samples and any deliverable drafts containing case content are deleted within 30 days after pilot end, unless a continuing engagement is executed.
- No training on buyer data. No disclosure beyond named sub-processors (listed at app.brainiall.com/trust).
- Breach notification within 72 hours, consistent with the platform DPA.

3. Deliverables and intellectual property

- All evidence deliverables produced in the pilot are the buyer's to keep and use internally, regardless of the stop/go/redesign verdict.
- Co-marketing, publication or external sharing of deliverables requires separate written consent from both parties.
- Brainiall retains ownership of its engines, methods and pre-existing materials; no rights to Brainiall engines are transferred.

4. Commercials

- Fixed scope, fixed price per the published offer (standard and floor prices at app.brainiall.com/legal/pilot-terms.json).
- Phased billing: 50% at start, 50% at the mid-pilot checkpoint. The buyer may stop at the checkpoint against the agreed success floor; the second half is not invoiced (commitment confirmed in the executed order form).
- Credit-back toward an annual platform plan signed within 30 days of pilot end: flat \$8,000 (Trust & Safety) or up to 50% of the pilot fee (Agent Governance, Support), in each case applying at or above the published annual commit minimum. Credits apply to platform usage only, have no cash value, are non-refundable and expire 30 days after pilot end.
- Quotes are non-binding; human approval and an executed order form are required for any engagement.

5. Claims we do not make

- No 'SOC 2 certified' claim (controls implemented; audit targeted Q3 2026 — posture at app.brainiall.com/trust).
- No production-grade SLA, no autonomous moderation, no zero-false-positive, no guaranteed-compliance and no chatbot-replacement claims.

NON-BINDING — ORDER FORM GOVERNS

- QA scoring in support pilots is aggregate and process-level — never individual agent surveillance.

6. Governing law and liability

A governing-law election (Delaware or New York) is available at the pilot order form level (election availability confirmed in the executed order form). The liability cap applicable to the pilot engagement is stated in the order form, with the confidentiality carve-out consistent with the platform DPA.

Status of this document

This addendum is a published indication of standard pilot terms. It is not an executed agreement. The signed order form (and, where applicable, the executed DPA with pilot processing annex) supersedes this document in full.
Machine-readable version: app.brainiall.com/legal/pilot-terms.json