## **Contract 1: Software Service Agreement (High Risk)**

**This document contains intentional risks for testing the risk detection system**

### **SOFTWARE AS A SERVICE AGREEMENT**

**Effective Date:** January 15, 2025

**PARTIES:**

This Software as a Service Agreement ("Agreement") is entered into between:

**SERVICE PROVIDER:** TechVenture Solutions Inc. 123 Innovation Drive San Francisco, CA 94102 United States ("Provider")

**CLIENT:** GlobalCorp Industries LLC 456 Business Plaza New York, NY 10001 United States ("Client")

### **1. DEFINITIONS**

1.1 **"Service"** means the cloud-based software platform provided by Provider, including all updates, modifications, and enhancements.

1.2 **"Confidential Information"** means any and all information disclosed by either party.

1.3 **"User Data"** means all data, content, and information submitted by Client through the Service.

1.4 **"Fees"** means the amounts payable by Client as set forth in Section 4.

### **2. SERVICE PROVISION**

2.1 **Grant of Access.** Provider grants Client a non-exclusive, non-transferable right to access and use the Service during the Term.

2.2 **Service Availability.** Provider will use reasonable efforts to make the Service available. Provider does not guarantee any specific uptime or availability percentage.

2.3 **Modifications.** Provider may modify, suspend, or discontinue the Service at any time without prior notice to Client.

2.4 **Support.** Provider will provide email support during business hours, with response times at Provider's sole discretion.

### **3. CLIENT OBLIGATIONS**

3.1 **Acceptable Use.** Client shall use the Service in compliance with all applicable laws and Provider's acceptable use policy, which may be updated at Provider's discretion.

3.2 **Data Responsibility.** Client is solely responsible for backing up all User Data. Provider has no obligation to retain, backup, or provide access to any User Data.

3.3 **System Requirements.** Client must maintain compatible hardware and software at Client's own expense.

### **4. FEES AND PAYMENT**

4.1 **Subscription Fees.** Client shall pay Provider the following fees:

* Monthly Subscription: $5,000 per month
* Setup Fee: $10,000 (one-time, non-refundable)
* Overage Fees: $100 per GB over 100GB data limit

4.2 **Payment Terms.** All fees are due within 15 days of invoice date. Provider may charge interest at 2% per month on late payments.

4.3 **Fee Changes.** Provider reserves the right to increase fees at any time upon 15 days' notice. Continued use of the Service constitutes acceptance of new fees.

4.4 **No Refunds.** All fees are non-refundable under any circumstances, including early termination.

### **5. INTELLECTUAL PROPERTY**

5.1 **Provider IP.** All rights, title, and interest in the Service remain with Provider. Client obtains no ownership rights.

5.2 **Client Data License.** Client grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and create derivative works from all User Data for any purpose, including but not limited to improving the Service, marketing, and developing new products.

5.3 **Feedback.** Any feedback, suggestions, or ideas provided by Client become Provider's exclusive property.

### **6. CONFIDENTIALITY**

6.1 **Confidential Information.** Each party agrees to keep confidential all Confidential Information received from the other party for a period of two years after disclosure.

6.2 **Exclusions.** Information is not confidential if it becomes publicly available through no fault of the receiving party.

### **7. DATA PRIVACY AND SECURITY**

7.1 **Data Processing.** Provider will process User Data in accordance with its privacy policy, which may be changed at any time without notice.

7.2 **Data Location.** Provider may store and process data in any jurisdiction worldwide at its discretion.

7.3 **Security.** Provider will implement reasonable security measures, but makes no guarantees regarding data security or breach prevention.

7.4 **Breach Notification.** Provider will notify Client of security breaches within 90 days of discovery, if Provider determines notification is necessary.

### **8. WARRANTIES AND DISCLAIMERS**

8.1 **LIMITED WARRANTY.** THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.2 **No Guarantee.** Provider does not warrant that the Service will be error-free, uninterrupted, secure, or meet Client's requirements.

8.3 **Third-Party Services.** Provider is not responsible for any third-party services or integrations.

### **9. LIMITATION OF LIABILITY**

9.1 **LIABILITY CAP.** IN NO EVENT SHALL PROVIDER'S TOTAL LIABILITY EXCEED $500, REGARDLESS OF THE NATURE OF THE CLAIM.

9.2 **EXCLUDED DAMAGES.** PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 **Client Indemnification.** Client shall indemnify, defend, and hold harmless Provider from any and all claims, damages, losses, and expenses (including attorneys' fees) arising from Client's use of the Service, Client's breach of this Agreement, or any claim that User Data infringes third-party rights.

### **10. TERM AND TERMINATION**

10.1 **Initial Term.** This Agreement begins on the Effective Date and continues for an initial term of three years.

10.2 **Automatic Renewal.** This Agreement automatically renews for successive three-year terms unless either party provides written notice of non-renewal at least 180 days before the end of the then-current term.

10.3 **Termination by Provider.** Provider may terminate this Agreement immediately at any time for any reason or no reason, with or without notice.

10.4 **Termination by Client.** Client may terminate this Agreement only at the end of a term by providing 180 days' written notice and paying an early termination fee equal to 100% of all fees that would have been due for the remainder of the term.

10.5 **Effect of Termination.** Upon termination:

* Client's access to the Service immediately ceases
* Provider may delete all User Data immediately without any obligation to provide access or copies
* All fees remain due and payable
* Sections 5, 6, 9, 11, and 12 survive indefinitely

10.6 **No Data Return.** Provider has no obligation to return or provide access to User Data upon termination.

### **11. GENERAL PROVISIONS**

11.1 **Governing Law.** This Agreement shall be governed by the laws of the Cayman Islands, without regard to conflict of law principles.

11.2 **Dispute Resolution.** Any dispute arising from this Agreement shall be resolved exclusively through binding arbitration in the Cayman Islands, conducted in English, under the rules of the International Chamber of Commerce. Each party shall bear its own costs. The arbitrator's decision is final and binding with no right of appeal.

11.3 **Venue.** To the extent arbitration does not apply, exclusive venue shall be in the courts of the Cayman Islands.

11.4 **Amendment.** Provider may amend this Agreement at any time by posting changes on its website. Continued use of the Service constitutes acceptance of amendments.

11.5 **Assignment.** Provider may assign this Agreement to any party without Client's consent. Client may not assign this Agreement without Provider's prior written consent.

11.6 **Force Majeure.** Provider shall not be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, labor disputes, internet failures, or government actions.

11.7 **Severability.** If any provision is found invalid, the remaining provisions remain in full force and effect.

11.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.

11.9 **No Waiver.** Failure to enforce any provision does not constitute a waiver of that provision.

11.10 **Independent Contractors.** The parties are independent contractors. Nothing creates a partnership, agency, or joint venture.

11.11 **Notices.** All notices must be in writing and sent to the addresses above. Email notices to Client are acceptable. Notices to Provider must be sent via certified mail.

11.12 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original.

### **12. SPECIAL PROVISIONS**

12.1 **Publicity.** Provider may use Client's name and logo in marketing materials, case studies, and client lists without prior approval.

12.2 **Audit Rights.** Provider may audit Client's use of the Service at any time without prior notice.

12.3 **Compliance.** Client is solely responsible for ensuring compliance with all applicable laws, including GDPR, CCPA, HIPAA, and other regulations.

12.4 **Export Control.** Client shall comply with all export control laws.

12.5 **Government Rights.** If Client is a government entity, the Service is provided as "Commercial Computer Software" subject to restricted rights.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**PROVIDER:** TechVenture Solutions Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Marcus Chen Title: Chief Executive Officer Date: January 15, 2025

**CLIENT:** GlobalCorp Industries LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Sarah Johnson Title: VP of Operations Date: January 15, 2025