

# **SAMPLE SERVICE AGREEMENT**

**Effective Date: January 1, 2025**

## **1. SCOPE OF SERVICES**

Provider agrees to deliver software-as-a-service (SaaS) analytics capabilities to Customer. Services include document ingestion, text extraction, risk classification, and report generation. Provider shall maintain 99.5% uptime measured monthly, excluding scheduled maintenance windows.

Customer acknowledges that Services are provided 'as-is' for informational purposes. Output does not constitute legal advice. Customer is responsible for reviewing results with qualified legal counsel before relying on any analysis.

## **2. DEFINITIONS**

'Confidential Information' means any non-public data disclosed by either party, including but not limited to uploaded documents, analysis results, and system architecture details.

'Processing' means ingestion, parsing, storage, analysis, and delivery of Customer documents through Provider's systems.

### **3. PAYMENT TERMS**

Customer shall pay the applicable subscription fee monthly in advance. Fees are non-refundable except as required by law. Provider may adjust pricing upon 30 days written notice; Customer may terminate without penalty if objecting to the increase.

Late payments accrue interest at 1.5% per month. Provider may suspend access after 15 days of non-payment.

### **4. TERM AND RENEWAL**

Initial term is twelve (12) months from Effective Date. Agreement auto-renews for successive one-year terms unless either party provides written notice at least 30 days before renewal.

### **5. TERMINATION**

Either party may terminate for material breach if the breach remains uncured for 30 days after written notice. Provider may terminate immediately if Customer violates Acceptable Use Policy.

Upon termination: (a) Customer loses access to Services; (b) Provider deletes Customer data within 30 days unless retention required by law; (c) accrued payment obligations survive.

### **6. DATA HANDLING**

Customer retains ownership of uploaded documents. Provider obtains a limited license to process documents solely to deliver Services. Provider may aggregate anonymized usage metrics for service improvement.

## **7. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THEIR POSSIBILITY.

## **8. CONFIDENTIALITY**

Each party shall protect Confidential Information using at least the same care it uses for its own confidential data. Disclosure is permitted only to employees and contractors with need-to-know who are bound by confidentiality obligations.

Obligations continue for three (3) years after disclosure or, for trade secrets, until information becomes public through no fault of receiving party.

## **9. GOVERNING LAW AND DISPUTES**

This Agreement is governed by the laws of Delaware, USA, without regard to conflict-of-law principles. Any dispute shall be resolved through binding arbitration in Wilmington, DE under AAA Commercial Rules.

Each party waives the right to jury trial and class action. Arbitration award is final and enforceable in any court of competent jurisdiction.

## **10. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties. Amendments require written consent. Failure to enforce any provision is not a waiver. If any provision is unenforceable, remaining provisions remain in effect.