

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("Agreement") is entered into as of December 12, 2025 ("Effective Date"), by and between TechCorp Inc., a Delaware corporation ("Company"), and CloudSolutions Ltd., a foreign corporation ("Vendor").

1. SERVICES

Vendor shall provide cloud infrastructure management services as detailed in Schedule A, including: 24/7 monitoring, backup management, disaster recovery, and infrastructure optimization. Service level agreement: 99.9% uptime guarantee.

2. TERM AND RENEWAL

This Agreement shall be effective for an initial one (1) year period from the Effective Date. This Agreement shall automatically renew for successive one-year periods unless either party provides written notice 30 days prior to expiration. [POLICY VIOLATION: Company policy requires 90 days notice]

3. PAYMENT TERMS

Annual Fee: \$100,000 USD
Invoicing: Quarterly in advance
Payment Due: Net 30 days from invoice date
Late payments subject to 1.5% monthly interest

4. LIMITATION OF LIABILITY

Neither party shall be liable for indirect, incidental, consequential, or punitive damages, including lost profits or data loss. Total liability of either party under this Agreement shall not exceed \$100,000.
[RISK: Liability cap equals annual contract value. Industry standard is 2-3x annual value. Should be \$250,000 minimum]

5. INTELLECTUAL PROPERTY

All work product created under this Agreement shall be owned by Vendor. Customer retains a perpetual, non-exclusive license to use deliverables for Customer's internal business purposes only.
[RISK: Ambiguous on custom deliverables vs. pre-existing IP]

6. DATA SECURITY

Vendor shall maintain reasonable security measures to protect Customer data consistent with industry standards.
[RISK: "Reasonable" is vague. Should specify SOC 2, ISO 27001 or NIST]

7. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement for convenience with 30 days' written notice. Upon termination, all obligations cease except survival clauses. No termination fees or wind-down assistance required.
[RISK: Vendor could exit mid-project without transition period]

8. CONFIDENTIALITY

Each party agrees to maintain confidentiality of proprietary information for a period of 3 years following termination.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, with the County of Delaware as the place of jurisdiction.