

MASTER SOFTWARE SUBSCRIPTION & SERVICES AGREEMENT

This Master Software Subscription and Services Agreement ("Agreement") is entered into as of 1 January 2024 ("Effective Date"),

BY AND BETWEEN

ACME SaaS Inc., a Delaware corporation with offices at 123 Market Street, San Francisco, California, USA ("Provider"),

AND

BetaCorp Global Ltd., a company incorporated under the laws of England and Wales, with offices at 88 Bishopsgate, London, United Kingdom ("Customer").

Provider and Customer may be referred to individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS

1.1 "Authorized Users" means Customer's employees, contractors, and affiliates authorized to access the Software.

1.2 "Business Day" means any day other than a Saturday, Sunday, or public holiday in the State of California or England.

1.3 "Downtime" means the total accumulated minutes during which the Software is unavailable, excluding Scheduled Maintenance.

1.4 "Scheduled Maintenance" means maintenance performed outside of Customer's normal business hours with at least seventy-two (72) hours' prior notice.

1.5 "Subscription Fees" means the fees payable by Customer for access to the Software as specified in Section 4.

2. GRANT OF LICENSE

2.1 License Grant

Subject to Customer's compliance with this Agreement, Provider grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Software during the Term solely for Customer's internal business operations.

2.2 Usage Restrictions

Customer shall not:

Reverse engineer or decompile the Software

Use the Software to build a competing product

Permit access by unauthorized third parties

3. PROFESSIONAL SERVICES

3.1 Provider shall provide onboarding, configuration, and optional professional services as described in applicable Statements of Work ("SOW").

3.2 Professional services shall be billed separately and are not included in Subscription Fees unless explicitly stated.

4. FEES AND PAYMENT TERMS

4.1 Subscription Fees

Customer agrees to pay Provider a subscription fee of USD 12,000 per calendar quarter for up to 500 Authorized Users.

4.2 Overage Fees

For each Authorized User exceeding the limit, Customer shall pay an additional USD 25 per user per month, invoiced quarterly in arrears.

4.3 Invoicing

Provider shall invoice Customer at the beginning of each calendar quarter. All invoices shall be payable within thirty (30) days from the invoice date.

4.4 Late Payments

Amounts not paid when due shall accrue interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower.

4.5 Taxes

All fees are exclusive of applicable taxes, duties, or levies, which shall be borne by Customer.

5. SERVICE LEVEL AGREEMENT (SLA)

5.1 Uptime Commitment

Provider guarantees 99.5% uptime per calendar quarter, excluding Scheduled Maintenance.

5.2 Service Credits

If uptime falls below 99.5%, Customer shall be entitled to service credits calculated as follows:

Uptime Achieved	Service Credit
99.0% – 99.49%	5% of quarterly fee
98.5% – 98.99%	10% of quarterly fee
Below 98.5%	25% of quarterly fee

5.3 Claim Procedure

Customer must submit a written claim for service credits within thirty (30) days after the end of the affected quarter.

6. PENALTIES AND ESCALATION

6.1 Repeated SLA Breach

If Provider fails to meet the SLA for two (2) consecutive quarters, Customer shall be entitled to a financial penalty of USD 2,000 per breach, payable as a cash refund or invoice credit.

6.2 Chronic Failure

If Provider fails to meet the SLA for three (3) quarters in any rolling twelve (12) month period, Customer may terminate the Agreement for cause upon written notice.

7. DATA PROTECTION AND CONFIDENTIALITY

7.1 Each Party shall protect Confidential Information using reasonable administrative, technical, and physical safeguards.

7.2 Provider shall comply with applicable data protection laws including GDPR and CCPA, where applicable.

8. TERM AND RENEWAL

8.1 Initial Term

The initial term of this Agreement shall be one (1) year from the Effective Date.

8.2 Automatic Renewal

This Agreement shall automatically renew for successive one-year terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

8.3 Renewal Pricing Adjustment

Upon renewal, Provider may increase Subscription Fees by up to 7% annually, provided written notice is given at least ninety (90) days prior to renewal.

9. TERMINATION

9.1 Termination for Cause

Either Party may terminate this Agreement for material breach if such breach is not cured within thirty (30) days of written notice.

9.2 Effect of Termination

Upon termination, all outstanding fees shall become immediately due and payable.

10. LIMITATION OF LIABILITY

Except for willful misconduct or breach of confidentiality, each Party's aggregate liability shall not exceed twelve (12) months of Subscription Fees paid under this Agreement.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of laws principles.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, or understandings.

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

ACME SaaS Inc.

Authorized Signatory: _____

Date: _____

BetaCorp Global Ltd.

Authorized Signatory: _____

Date: _____

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