

Software as a Service (SaaS) Agreement

Contract Number: SAAS-2025-001

1. Parties of the Agreement

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

- **Provider: Taskly Inc.**, a corporation organized under the laws of **Delaware**, with its principal place of business at **123 Innovation Drive, Wilmington, DE 19801**.
- **Client: ABC Enterprises**, a corporation organized under the laws of **California**, with its principal place of business at **456 Market Street, San Francisco, CA 94105**.

2. Effective Date and Expiration Date

- **Effective Date: January 1, 2025**
- **Expiration Date: December 31, 2025**

3. Payment Terms

- **Subscription Fee: \$1,000 per month** for up to **50 users**.
- **Payment Terms: All payments are due within 15 days of the invoice date.**
Payments shall be made via **ACH transfer** to the Provider's designated account:
 - **Bank Name: First National Bank**
 - **Account Number: 123456789**
 - **Routing Number: 987654321**
- **Late Payment Interest Rate: 1.5% per month**

4. Total Contract Value

- **Total Contract Value: \$12,000**

5. Description of Services

Provider agrees to provide Client access to the **Taskly Project Management Platform** (the "Service") via the internet, subject to the terms and conditions of this Agreement.

6. Client Responsibilities

Client shall:

1. Ensure that all access credentials are secure and confidential.
2. Use the Service in compliance with applicable laws.
3. Not resell, sublicense, or otherwise transfer the Service to any third party.

7. Provider Responsibilities

Provider shall:

1. **Service Availability: Maintain the availability of the Service 99.9% of the time**, excluding scheduled maintenance.
2. **Support Availability: Provide email support at support@taskly.com** during business hours (Monday-Friday, 9 AM - 5 PM EST).

8. Termination

- **Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days.**
- **Notice Period for Non-Renewal: 30 days prior to renewal.**

9. Confidentiality

Both parties agree to protect each other's Confidential Information and not disclose it to any third party, except as required by law.

10. Intellectual Property

Provider retains all rights, title, and interest in and to the Service, including any updates or improvements. Client obtains no ownership rights to the Service.

11. Limitation of Liability

Provider's liability under this Agreement shall not exceed **Liability Cap: the total amount of fees paid by Client in the 6 months preceding the claim.** Provider shall not be liable for any indirect, consequential, or punitive damages.

12. Governing Law

This Agreement shall be governed by and construed in accordance with **Governing Law: the laws of the State of Delaware**, without regard to its conflict of laws principles.

13. Entire Agreement

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

14. Signatures

By signing below, the parties agree to the terms and conditions of this Agreement.

Taskly Inc.

By: _____

Name: **Authorized Representative Name: John Tasker**

Title: **Authorized Representative Title: CEO**

Date: **Signature Date: January 1, 2025**

ABC Enterprises

By: _____

Name: **Authorized Representative Name: Jane Doe**

Title: **Authorized Representative Title: Operations Manager**

Date: **Signature Date: January 1, 2025**