**Agreement Number**: SB-2024-1001

This Subscription-Based Service Agreement (“Agreement”) is entered into as of **October 15, 2024** (the “Effective Date”), by and between:

1. **Service Provider**:  
   Name: **TechSync Solutions, Inc.**Address: **789 Innovation Way, Silicon Valley, CA 94022, USA**Email: **support@techsync.com**Phone: **+1 (555) 321-4321**
2. **Subscriber**:  
   Name: **Acme Retail, LLC**Address: **123 Market Street, Springfield, IL 62701, USA**Email: **admin@acmeretail.com**Phone: **+1 (555) 876-5432**

### **1. Service Description**

The Service Provider agrees to provide the Subscriber with access to its **inventory management SaaS platform**, including the following features:

* Real-time inventory tracking.
* Automated restock alerts.
* Advanced reporting and analytics.
* Multi-location inventory management.

### **2. Subscription Term**

* **Start Date**: October 15, 2024
* **Term Length**: 12 months (renewable annually).
* **Renewal**: Automatic renewal for subsequent 12-month periods unless terminated by either party with at least 30 days’ written notice prior to the end of the current term.

### **3. Fees and Payment Terms**

* **Subscription Fee**: $500 per month.
* **Billing Cycle**: Monthly, due on the 1st of each month.
* **Payment Method**: Credit card or ACH transfer.
* **Late Payment**: A late fee of 5% of the overdue amount will apply if payments are not received within 7 days of the due date.

### **4. Subscriber Obligations**

The Subscriber agrees to:

* Pay subscription fees in accordance with this Agreement.
* Maintain the confidentiality of login credentials and account information.
* Use the Service solely for lawful business purposes.

### **5. Service Provider Obligations**

The Service Provider agrees to:

* Provide uninterrupted access to the Service, except for scheduled maintenance or circumstances beyond its control.
* Notify the Subscriber of scheduled maintenance at least 48 hours in advance.
* Provide technical support during business hours (9 AM–6 PM PST).

### **6. Termination**

This Agreement may be terminated:

1. By the Subscriber:
   * With at least 30 days’ written notice prior to the next billing cycle.
2. By the Service Provider:
   * For non-payment of fees beyond 14 days from the due date.
   * For breach of terms outlined in this Agreement.
3. Automatically upon the expiration of the Term if not renewed.

### **7. Data Ownership**

* All data entered by the Subscriber into the platform remains the property of the Subscriber.
* The Service Provider will provide the Subscriber with a downloadable copy of data upon request, subject to applicable fees.

### **8. Limitation of Liability**

The Service Provider’s liability under this Agreement is limited to the total subscription fees paid by the Subscriber in the past 12 months.

### **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA.

### **10. Dispute Resolution**

Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

### **Signatures**

**Service Provider**:  
Name: **Robert Wilson**Title: CEO  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: October 15, 2024

**Subscriber**:  
Name: **Linda Carter**Title: Operations Manager  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: October 15, 2024