SaaS Subscription Agreement

This **SaaS Subscription Agreement** ("Agreement") is entered into as of the **October 11, 2023**, by and between **AwesomeSauce Inc.** ("Customer"), and **AllInOne Inc.**, a company duly organized and existing under the laws of **Delaware, USA** ("Provider").

1. Definitions

1.1 **"Services"** means the cloud-based software-as-a-service (SaaS) offering provided by the Provider as described in **Exhibit A**.

1.2 **"Pricing Exhibit"** refers to the tiered pricing structure for various products as listed in **Exhibit B**.

1.3 **"SLA"** refers to the service level agreement outlined in **Exhibit C**.

1.4 **"Users"** means Customer's employees, contractors, or agents authorized to use the Services.

2. Services

2.1 **License Grant**: Provider grants to Customer a non-exclusive, non-transferable right to access and use the Services during the term of this Agreement, in accordance with the terms specified in this Agreement and **Exhibit A**.

3. Term and Termination

3.1 **Term**: The Agreement shall commence on the Effective Date and remain in effect for a period of **three years** unless terminated earlier per Section 3.2.

3.2 **Termination**: Either party may terminate this Agreement upon **30** days' written notice if the other party breaches any material term of this Agreement.

4. Fees and Payment

4.1 **Pricing**: Customer shall pay Provider according to the tiered pricing structure outlined in **Exhibit B**. The pricing may vary based on the number of users, data storage, or product modules subscribed to.

4.2 **Payment Terms**: Fees are due within **30 days** of the date of the invoice unless otherwise specified in the Pricing Exhibit.

5. Miscellaneous

5.1 **Governing Law**: This Agreement shall be governed by the laws of **Delaware, USA**.

5.2 **Entire Agreement**: This Agreement, including all exhibits, represents the entire understanding between the parties.

IN WITNESS WHEREOF, the Parties have entered int this Agreement as of the date first above written.

AwesomeSauce Inc.   AllInOne Inc.

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A: Service Description

1. **Product A (HRMS Module)**: Provides features for employee management, payroll, and leave tracking.

2. **Product B (Payroll Module)**: Offers automated payroll processing and tax deductions.

3. **Product C (Tax Software)**: A tax filing solution designed for corporate tax compliance.

Exhibit B: Pricing for Products

Product	Tier 1 (1-100 users)	Tier 2 (101-500 users)	Tier 3 (500+ users)	Additional Notes
Product A (HRMS Module)	$500/month	$400/month	$350/month	HR tools access
Product B (Payroll Module)	$700/month	$600/month	$550/month	Includes all payroll functions
Product C (Tax Software)	$300/month	$250/month	$200/month	Tax filing and compliance

Exhibit C: Service Level Agreement (SLA)

1. Service Availability

1.1 **Uptime Commitment**: Provider will ensure that the Services are available at least **99.9%** of the time in any given calendar month, excluding planned maintenance and events beyond Provider's reasonable control (force majeure events).

1.2 **Downtime**: Downtime means the total number of minutes the Services are unavailable in a calendar month, excluding planned maintenance and force majeure events.

2. Support Response Times

2.1 **Severity Levels**:

- **Critical Issues (Severity 1)**: Complete service outage or severe performance degradation affecting all users.
    - Response Time: **1 hour** from when a ticket is submitted.
    - Resolution Time: **4 hours** for critical issues.

- **Major Issues (Severity 2)**: Significant service impact affecting a majority of users, but not a complete outage.
    - Response Time: **4 hours** from when a ticket is submitted.
    - Resolution Time: **1 business day**.

- **Minor Issues (Severity 3)**: Issues affecting a small group of users or minor service disruptions.
    - Response Time: **1 business day** from when a ticket is submitted.
    - Resolution Time: **3 business days**.

3. Maintenance

3.1 **Scheduled Maintenance**: Provider will provide Customer with at least **48 hours' notice** of any scheduled maintenance that may impact service availability. Scheduled maintenance will be conducted during non-peak hours to minimize disruption.

3.2 **Emergency Maintenance**: In case of emergency maintenance, Provider will notify Customer as soon as reasonably possible.

4. Service Credits

4.1 **Credit for Downtime**: If Provider fails to meet the uptime commitment, Customer may be eligible for service credits based on the following:

- **99.5% – 99.9% Uptime**: **5% credit** of monthly subscription fees.

- **98.0% – 99.49% Uptime**: **10% credit** of monthly subscription fees.

- **Below 98% Uptime**: **25% credit** of monthly subscription fees.

4.2 **Process for Claiming Credits**: To receive a service credit, Customer must request the credit within 30 days of the end of the month in which the downtime occurred.

5. Data Backup and Recovery

5.1 **Data Backups**: Provider will perform full backups of Customer data at least **once every 24 hours** and retain these backups for a period of **30 days**.

5.2 **Data Recovery**: In the event of a service failure, Provider will use commercially reasonable efforts to restore the Services and recover any lost data within **12 hours**.