# SOFTWARE AS A SERVICE (SaaS) AGREEMENT

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**Effective Date:** November 14, 2025
**Document Type:** Data Processing Agreement
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**Status:** Sample Document for Compliance Testing

**DISCLAIMER:** _This is a sample contract generated for compliance testing purposes only. It should not be used as an actual legal agreement without proper legal review and customization for your specific requirements._

SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into as of March 1, 2025 ("Effective Date"), by and between CloudSync Technologies Ltd. ("Provider") and Enterprise Solutions Inc. ("Customer").

RECITALS

WHEREAS, Provider offers cloud-based project management software; and WHEREAS, Customer desires to subscribe to Provider's services subject to the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

**1.1 "Services" means Provider's cloud-based project management platform, including all updates and support.**

**1.2 "Customer Data" means all data, content, and materials submitted by Customer to the Services.**

**1.3 "Authorized Users" means Customer's employees and contractors authorized to access the Services.**

**1.4 "Confidential Information" means non-public information disclosed by either party marked as confidential.**

ARTICLE 2 - SERVICE PROVISION

**2.1 License Grant**

Provider grants Customer a non-exclusive, non-transferable, worldwide license to access and use the Services during the Term solely for Customer's internal business purposes.

**2.2 Service Level Agreement**

Provider commits to 99.9% uptime per calendar month, measured excluding scheduled maintenance. Monthly service credits apply for downtime exceeding this threshold as specified in Exhibit A.

**2.3 Support Services**

Provider shall provide email and chat support during business hours (9 AM - 6 PM EST, Monday-Friday) and emergency support 24/7 for critical issues affecting system availability.

ARTICLE 3 - CUSTOMER OBLIGATIONS

### 3.1 Authorized Use

Customer shall use the Services only for lawful purposes and in accordance with this Agreement. Customer is responsible for all activities under its account.

### 3.2 Account Security

Customer must maintain confidentiality of login credentials and notify Provider immediately of any unauthorized access or security breach.

### 3.3 Restrictions

Customer shall not: (a) reverse engineer the Services; (b) use the Services for the benefit of third parties; (c) interfere with system security features; (d) transmit malware or harmful code; or (e) exceed allocated usage limits without upgrading subscription.

ARTICLE 4 - DATA PRIVACY AND SECURITY

### 4.1 Data Ownership

Customer retains all rights, title, and interest in Customer Data. Provider claims no ownership rights to Customer Data.

### 4.2 Data Processing

Provider processes Customer Data solely to provide the Services and as directed by Customer. Provider acts as a data processor under GDPR where applicable.

### 4.3 Security Measures

Provider implements industry-standard security measures including:

(a) Encryption of data in transit using TLS 1.3 and at rest using AES-256;

(b) Annual SOC 2 Type II audits with reports available upon request;

(c) Network firewalls and intrusion detection systems;

(d) Multi-factor authentication available to all users;

(e) Regular security vulnerability assessments and penetration testing;

(f) Employee background checks and security training;

(g) Physical security controls at data center facilities.

### 4.4 Data Backup and Recovery

Provider performs automated daily backups of Customer Data with 30-day retention. Customer may request data restoration within 48 hours.

### 4.5 Data Privacy Compliance

Provider complies with GDPR, CCPA, and other applicable data protection laws. Provider maintains a Data Processing Addendum (DPA) as Exhibit B, which forms part of this Agreement.

### 4.6 Sub-processors

Provider may use sub-processors to provide the Services. Current sub-processors include Amazon Web Services (hosting), SendGrid (email delivery), and Stripe (payment processing). Provider shall notify Customer 30 days before adding new sub-processors.

ARTICLE 5 - CONFIDENTIALITY

### 5.1 Obligations

Each party agrees to protect the other's Confidential Information using the same degree of care it uses for its own confidential information, but no less than reasonable care.

### 5.2 Exceptions

Confidential Information does not include information that: (a) is publicly available; (b) was rightfully known prior to disclosure; (c) is independently developed; or (d) must be disclosed by law.

### 5.3 Duration

Confidentiality obligations survive for 3 years after termination of this Agreement.

ARTICLE 6 - DATA BREACH NOTIFICATION

### 6.1 Incident Response

If Provider becomes aware of unauthorized access to Customer Data, Provider shall:

(a) Notify Customer within 24 hours of discovery;

(b) Provide details of the incident including affected data categories;

(c) Take immediate steps to mitigate the breach;

(d) Cooperate with Customer's investigation;

(e) Provide written incident report within 5 business days.

### 6.2 Customer Obligations

Customer is responsible for notifying affected individuals and regulatory authorities as required by applicable law. Provider shall provide reasonable assistance.

ARTICLE 7 - INTELLECTUAL PROPERTY

### 7.1 Provider IP

Provider retains all rights to the Services, including software, documentation, and related intellectual property. No rights are granted except the limited license in Section 2.1.

### 7.2 Customer IP

Customer grants Provider a limited license to use Customer Data solely to provide the Services and for no other purpose.

### 7.3 Feedback

Customer may provide feedback on the Services. Provider may use such feedback without restriction or compensation.

ARTICLE 8 - FEES AND PAYMENT

### 8.1 Subscription Fees

Customer shall pay subscription fees as set forth in the Order Form. Fees are based on the number of Authorized Users and selected service tier.

### 8.2 Payment Terms

Fees are payable annually in advance via credit card or wire transfer. Invoices are due within 30 days of invoice date.

### 8.3 Price Increases

Provider may increase fees upon 60 days' written notice. Increases take effect upon renewal of the subscription term.

### 8.4 Taxes

Fees exclude all sales, use, VAT, and other taxes. Customer is responsible for all taxes except those based on Provider's net income.

### 8.5 Late Payment

Late payments accrue interest at 1.5% per month. Provider may suspend Services if payment is more than 15 days overdue.

ARTICLE 9 - TERM AND TERMINATION

### 9.1 Term

This Agreement commences on the Effective Date and continues for an initial term of one (1) year. The Agreement automatically renews for successive one-year terms unless either party provides 30 days' written notice of non-renewal.

### 9.2 Termination for Cause

Either party may terminate immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure within 15 days; or (b) becomes insolvent or files for bankruptcy.

### 9.3 Termination for Convenience

Customer may terminate at any time with 30 days' notice, but no refunds will be provided for prepaid unused periods.

### 9.4 Effect of Termination

Upon termination: (a) Customer's access to Services ceases immediately; (b) Customer must pay all outstanding fees; (c) Provider will make Customer Data available for download for 30 days; and (d) Provider may delete Customer Data after 30 days unless legally required to retain.

### 9.5 Survival

Sections 4 (Data Privacy), 5 (Confidentiality), 7 (Intellectual Property), 10 (Warranties), 11 (Indemnification), 12 (Limitation of Liability), and 15 (General Provisions) survive termination.

ARTICLE 10 - WARRANTIES AND DISCLAIMERS

### 10.1 Provider Warranties

Provider warrants that: (a) Services will perform materially as described in documentation; (b) Provider has rights to provide the Services; and (c) Services contain no known malware.

### 10.2 Customer Warranties

Customer warrants that: (a) it has authority to enter this Agreement; (b) Customer Data does not violate third-party rights; and (c) its use of Services complies with applicable laws.

### 10.3 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED, SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ARTICLE 11 - INDEMNIFICATION

### 11.1 Provider Indemnification

Provider shall defend, indemnify, and hold harmless Customer from claims that the Services infringe third-party intellectual property rights, provided Customer: (a) promptly notifies Provider; (b) grants Provider control of defense; and (c) cooperates reasonably.

### 11.2 Customer Indemnification

Customer shall defend, indemnify, and hold harmless Provider from claims arising from: (a) Customer Data; (b) Customer's breach of this Agreement; or (c) Customer's violation of applicable laws.

### 11.3 Exclusive Remedy

This Section 11 states each party's sole liability and exclusive remedy for indemnification matters.

ARTICLE 12 - LIMITATION OF LIABILITY

### 12.1 Cap on Liability

EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE CLAIM.

### 12.2 Excluded Claims

The liability cap does not apply to: (a) breaches of confidentiality; (b) data breaches caused by gross negligence or willful misconduct; (c) indemnification obligations; or (d) Customer's payment obligations.

### 12.3 Consequential Damages

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF POSSIBILITY.

ARTICLE 13 - COMPLIANCE AND AUDIT

### 13.1 Compliance with Laws

Each party shall comply with all applicable laws, including data protection, privacy, export control, and anti-corruption laws.

### 13.2 Audit Rights

Customer may audit Provider's compliance with this Agreement once per year upon 30 days' notice during business hours. Audits must not unreasonably interfere with Provider's operations.

### 13.3 Records Retention

Provider shall maintain records of data processing activities for at least 3 years to demonstrate compliance with privacy obligations.

ARTICLE 14 - INSURANCE

### 14.1 Coverage Requirements

Provider maintains: (a) cyber liability insurance with minimum coverage of $5 million per occurrence; (b) errors and omissions insurance of $3 million; and (c) general commercial liability of $2 million.

### 14.2 Certificates

Provider shall provide certificates of insurance upon request.

ARTICLE 15 - GENERAL PROVISIONS

### 15.1 Governing Law

This Agreement is governed by the laws of the State of California, excluding conflict of law provisions.

### 15.2 Dispute Resolution

Parties agree to first attempt good-faith negotiation. If unresolved within 30 days, disputes shall be resolved through binding arbitration under AAA Commercial Arbitration Rules in San Francisco, California.

### 15.3 Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement and supersedes all prior agreements between the parties regarding its subject matter.

### 15.4 Amendments

No amendments are valid unless in writing and signed by both parties.

### 15.5 Notices

All notices must be in writing and sent to the addresses below or as updated in writing:

Provider: CloudSync Technologies Ltd., Legal Department, 789 Innovation Drive, San Francisco, CA 94103, legal@cloudsync.tech

Customer: Enterprise Solutions Inc., Contracts Team, 321 Business Plaza, New York, NY 10001, contracts@enterprisesol.com

### 15.6 Force Majeure

Neither party is liable for delays or failures due to causes beyond reasonable control, including natural disasters, war, terrorism, labor disputes, or government actions.

### 15.7 Assignment

Neither party may assign this Agreement without prior written consent, except to a successor in a merger or acquisition. Any unauthorized assignment is void.

### 15.8 Severability

If any provision is held invalid, the remaining provisions remain in full effect.

### 15.9 Waiver

Failure to enforce any right does not waive that right or any other right.

### 15.10 Independent Contractors

Parties are independent contractors. Nothing creates a partnership, joint venture, or agency relationship.

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

PROVIDER: CloudSync Technologies Ltd. By: _____ Name: David Martinez Title: Chief Executive Officer Date: March 1, 2025

CUSTOMER: Enterprise Solutions Inc. By: _____ Name: Jennifer Lee Title: Chief Technology Officer Date: March 1, 2025

EXHIBIT A - SERVICE LEVEL AGREEMENT (SLA)

1. Uptime Commitment: 99.9% per calendar month 2. Planned Maintenance: Excluded from uptime calculation; minimum 48 hours notice 3. Service Credits: - 99.0% - 99.9% uptime: 10% monthly fee credit - 95.0% - 98.9% uptime: 25% monthly fee credit - Below 95.0% uptime: 50% monthly fee credit 4. Credit Request: Must be submitted within 15 days of incident 5. Response Times: - Critical (system down): 1 hour - High (major functionality impaired): 4 hours - Medium (minor functionality issue): 1 business day - Low (general questions): 2 business days

EXHIBIT B - DATA PROCESSING ADDENDUM

[Standard GDPR-compliant DPA incorporating Standard Contractual Clauses for international transfers, sub-processor provisions, data subject rights assistance, security measures, breach notification procedures, and audit rights as required under Articles 28 and 46 of GDPR]

Processing Details: - Subject Matter: Provision of cloud-based project management services - Duration: Term of the Agreement - Nature and Purpose: Hosting and processing of project data, user authentication, analytics - Personal Data Categories: Names, email addresses, job titles, IP addresses, usage data - Data Subject Categories: Customer employees and contractors - Special Categories: None unless Customer uploads such data contrary to terms

**SIGNATURE PAGE**

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

<table>
<tr><td align="center">**CONTROLLER**</td><td align="center">**PROCESSOR**</td></tr>
<tr><td>Signature: _____</td><td>Signature: _____</td></tr>
<tr><td>Name: _____</td><td>Name: _____</td></tr>
<tr><td>Title: _____</td><td>Title: _____</td></tr>
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