

# SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into as of November 29, 2025, between:

**CloudServe Technologies Inc.** ("Provider"), and

**Enterprise Solutions Corp.** ("Customer")

## 1. SERVICES PROVIDED

Provider agrees to provide Customer with access to its cloud-based enterprise resource planning software (the "Service") according to the terms of this Agreement.

## 2. SUBSCRIPTION PLANS AND PRICING

### 2.1 Professional Plan: \$499/month per organization

- Up to 100 users
- 500 GB cloud storage
- Standard support (24-hour response time)
- Monthly data backup

### 2.2 Enterprise Plan: \$1,499/month per organization

- Unlimited users
- 5 TB cloud storage
- Priority support (4-hour response time)
- Daily data backup
- Dedicated account manager
- Custom integrations (up to 5)

### **2.3 Payment Terms:**

- Invoices due within 30 days of issue date
- Late payments subject to 1.5% monthly interest
- Annual prepayment receives 15% discount

## **3. SERVICE LEVEL AGREEMENT (SLA)**

**3.1 Uptime Guarantee:** Provider guarantees 99.9% uptime, measured monthly.

### **3.2 SLA Credits:**

- 99.9% - 99.0% uptime: 10% monthly fee credit
- 99.0% - 95.0% uptime: 25% monthly fee credit
- Below 95.0% uptime: 50% monthly fee credit

**3.3 Exclusions:** Downtime due to scheduled maintenance, force majeure, or Customer's actions is excluded from SLA calculations.

## **4. DATA SECURITY AND PRIVACY**

Provider shall:

- Encrypt all data in transit (TLS 1.3) and at rest (AES-256)
- Maintain SOC 2 Type II certification
- Comply with GDPR and CCPA requirements
- Perform annual third-party security audits
- Notify Customer of security breaches within 24 hours

## **5. INTELLECTUAL PROPERTY**

All software, documentation, and related materials remain the exclusive property of Provider. Customer receives a non-exclusive, non-transferable license to use the Service during the subscription term.

## **6. TERM AND TERMINATION**

**6.1 Initial Term:** 12 months from the Effective Date

**6.2 Renewal:** Automatically renews for successive 12-month periods unless either party provides 60 days written notice of non-renewal.

**6.3 Termination for Cause:** Either party may terminate immediately if the other party:

- Materially breaches this Agreement and fails to cure within 30 days
- Becomes insolvent or files for bankruptcy

**6.4 Effect of Termination:**

- Customer access to Service terminates immediately
- Customer has 30 days to export data
- Provider may delete Customer data after 90 days
- No refunds for prepaid unused subscription periods

## **7. LIMITATION OF LIABILITY**

Provider's total liability under this Agreement shall not exceed the fees paid by Customer in the 12 months preceding the claim. Provider is not liable for indirect, incidental, or consequential damages.

## **8. MODIFICATIONS**

Provider may modify the Service with 30 days notice. Material adverse changes allow Customer to terminate without penalty within 30 days of notice.

## **9. GOVERNING LAW**

This Agreement is governed by the laws of the State of New York, excluding conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**PROVIDER:** CloudServe Technologies Inc.

By: \_\_\_\_\_

Date: November 29, 2025

**CUSTOMER:** Enterprise Solutions Corp.

By: \_\_\_\_\_

Date: November 29, 2025