⚖️ Example Document 2: Software Service Agreement

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into as of January 1, 2025 ("Effective Date") between ACME Technologies Inc. ("Provider") and Customer ("Customer").

1. SERVICE DESCRIPTION

1.1 Cloud Platform Services

Provider agrees to provide Customer with access to the ACME Cloud Platform, including:
- Web-based application accessible via supported browsers
- Mobile applications for iOS and Android devices
- API access for integration with Customer's systems
- Data storage and backup services
- Email and chat customer support

1.2 Service Level Agreement

Provider commits to the following service levels:
- 99.9% uptime availability (excluding scheduled maintenance)
- Maximum 4-hour response time for critical support tickets
- Maximum 24-hour response time for standard support requests
- Monthly performance reports provided via customer dashboard

2. SUBSCRIPTION AND FEES

2.1 Subscription Tiers

Customer selects the following subscription tier:
- Enterprise Plan: $2,500 per month
- Includes up to 50 user accounts
- 500 GB data storage included
- Additional users: $40 per user per month
- Additional storage: $0.25 per GB per month

2.2 Payment Terms
- Invoices issued on the first day of each month
- Payment due within 30 days of invoice date
- Late payments subject to 1.5% monthly interest charge
- Provider may suspend services if payment is more than 45 days overdue

2.3 Price Changes

Provider may increase subscription fees with 90 days written notice. Customer may terminate Agreement if unwilling to accept increased fees.

3. DATA SECURITY AND PRIVACY

3.1 Data Protection
Provider implements industry-standard security measures including:
- AES-256 encryption for data at rest
- TLS 1.3 encryption for data in transit
- Multi-factor authentication options
- Regular security audits and penetration testing
- SOC 2 Type II compliance certification

3.2 Data Ownership
Customer retains all ownership rights to Customer Data. Provider claims no ownership rights and will not access Customer Data except as necessary to provide services or as required by law.

3.3 Data Privacy Compliance
Provider complies with applicable data protection laws including:
- General Data Protection Regulation (GDPR)
- California Consumer Privacy Act (CCPA)
- Health Insurance Portability and Accountability Act (HIPAA) where applicable

3.4 Data Breach Notification
In the event of a security breach affecting Customer Data, Provider will notify Customer within 72 hours of discovering the breach and provide details of affected data and remediation steps.

4. CUSTOMER OBLIGATIONS

4.1 Acceptable Use
Customer agrees to use services only for lawful purposes and will not:
- Violate any applicable laws or regulations
- Infringe intellectual property rights of others
- Transmit malware, viruses, or harmful code
- Attempt to gain unauthorized access to Provider systems
- Use services to send spam or unsolicited communications

4.2 Account Security
Customer is responsible for:
- Maintaining confidentiality of login credentials
- Monitoring user accounts for unauthorized access
- Promptly notifying Provider of suspected security incidents
- Implementing appropriate user access controls

5. INTELLECTUAL PROPERTY

5.1 Provider IP

All software, documentation, and materials provided by Provider remain Provider's exclusive property. Customer receives a limited, non-exclusive, non-transferable license to use the services during the subscription term.

5.2 Customer IP

Customer retains all rights to Customer Data and any materials created by Customer using the services. Provider may use anonymized, aggregated data for service improvement and analytics.

6. LIMITATION OF LIABILITY

6.1 Liability Cap

Provider's total liability for all claims arising from this Agreement shall not exceed the total fees paid by Customer in the 12 months preceding the claim.

6.2 Excluded Damages

Provider shall not be liable for indirect, incidental, consequential, or special damages including lost profits, lost revenue, or lost data, even if advised of the possibility of such damages.

6.3 Exceptions

Liability limitations do not apply to:
- Gross negligence or willful misconduct by Provider
- Data breaches caused by Provider's failure to implement agreed security measures
- Violations of applicable data protection laws
- Death or personal injury caused by Provider's negligence

7. TERM AND TERMINATION

7.1 Initial Term

This Agreement begins on the Effective Date and continues for an initial term of 12 months, automatically renewing for successive 12-month periods unless either party provides 60 days written notice of non-renewal.

7.2 Termination for Convenience

Either party may terminate this Agreement for convenience with 60 days written notice.

7.3 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
- Ceases business operations

7.4 Data Return Upon Termination
Upon termination, Provider will:
- Provide Customer with 30-day data export period
- Deliver Customer Data in commonly used format (JSON, CSV, or XML)
- Securely delete all Customer Data within 90 days after export period
- Provide written certification of data deletion upon request

8. GENERAL PROVISIONS

8.1 Governing Law
This Agreement is governed by the laws of the State of Delaware, without regard
to conflict of law principles.

8.2 Dispute Resolution
Parties agree to first attempt to resolve disputes through good-faith negotiation.
If unsuccessful after 30 days, disputes will be resolved through binding arbitration
in accordance with American Arbitration Association rules.

8.3 Assignment
Customer may not assign this Agreement without Provider's prior written consent.
Provider may assign to affiliates or in connection with merger or acquisition.

8.4 Entire Agreement
This Agreement constitutes the entire agreement between parties and supersedes all
prior negotiations and agreements. Amendments must be in writing and signed by both parties.

8.5 Severability
If any provision is found unenforceable, remaining provisions continue in full effect
and unenforceable provision will be modified to be enforceable while preserving intent.

EXECUTED by authorized representatives:

PROVIDER: ACME Technologies Inc.
By: _____ Date: _____

CUSTOMER: [Customer Name]
By: _____ Date: _____