

SOFTWARE SERVICE AGREEMENT

TERMS OF SERVICE

This Software Service Agreement ("Agreement") is entered into between TechCorp Solutions Inc. ("Company", "we", "us") and the user ("User", "you") of our cloud-based software platform. By accessing or using our website, you agree to be bound by these Terms of Service. Please read these terms carefully before using our services.

1. SERVICE DESCRIPTION

Our platform provides cloud-based project management and collaboration tools for businesses. The service includes file storage, team communication features, task management, and reporting capabilities. We reserve the right to modify, suspend, or discontinue any part of the service at any time.

2. USER ACCOUNTS AND RESPONSIBILITIES

You are responsible for maintaining the confidentiality of your account credentials. We may remove any content at our sole discretion without prior notice. You agree to indemnify and hold harmless the Company against any and all claims, damages, losses, and expenses, regardless of cause, arising from your use of the service. Users must be at least 18 years old to create an account.

3. PAYMENT TERMS

Payment is due monthly in advance. All subscriptions will automatically renew for successive periods of the same duration unless cancelled at least 30 days prior to renewal. By providing payment information, you authorize us to charge your payment method. All fees are non-refundable except as required by law. We reserve the right to change our pricing with 15 days notice.

4. MODIFICATION OF TERMS

We may change these terms at any time without notifying you. Your continued use of the service after any changes constitutes acceptance of the new terms. It is your responsibility to review these terms periodically for changes. We are not obligated to provide notice of modifications to these terms.

5. TERMINATION

We may terminate your account at any time without cause and without prior notice. Upon termination, you will lose access to all data stored on our platform. We are not responsible for backing up or providing access to your data after termination. You may terminate your account by contacting customer support, subject to a 60-day notice period.

6. DATA AND PRIVACY

We collect and process your personal information in accordance with our Privacy Policy. You grant us a worldwide, royalty-free license to use, modify, and distribute your content for the purpose of providing our services. We implement reasonable security measures to protect your data, but cannot guarantee absolute security. You are responsible for maintaining backups of your important data.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, we exclude all warranties, express or implied. The service is provided on an 'as is' basis without any warranties. In no event shall the Company be liable for any indirect, incidental, special, or consequential damages. Our maximum liability shall not exceed the amount paid by you in the 12 months preceding the claim. Some jurisdictions do not allow the exclusion of certain warranties or limitations of liability.

8. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. You waive your right to a jury trial and the right to participate in class action lawsuits. Arbitration proceedings will be conducted in San Francisco, California. The arbitrator's decision will be final and binding on both parties.

9. GOVERNING LAW

This Agreement is governed by the laws of the State of California. Any legal action must be brought in the courts of San Francisco County, California. You consent to the personal jurisdiction of these courts. If any provision of this Agreement is found unenforceable, the remaining provisions will continue in full force and effect.

10. PENALTIES AND ADDITIONAL FEES

Late payment will result in a penalty of \$50 plus 2% of the outstanding balance per month. If your account exceeds storage limits, additional charges of \$10 per GB will apply. Excessive API usage may result in throttling or additional fees of \$0.01 per request over the limit. These charges will be automatically billed to your payment method on file.

11. INTELLECTUAL PROPERTY

All intellectual property rights in our service and software belong to TechCorp Solutions Inc. You retain ownership of your content, but grant us necessary rights to provide our services. You may not reverse engineer, decompile, or attempt to extract source code from our software. Any feedback or suggestions you provide become our property without compensation.

12. CONTACT AND EFFECTIVE DATE

For questions about this Agreement, contact us at legal@techcorp-solutions.com. This Agreement is effective as of August 21, 2025 and supersedes all previous agreements. By continuing to use our service, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.