**SUBSCRIPTION AGREEMENT**

This Subscription Agreement (the "Agreement") is made and entered into on this date by and between NEGOSYANTE I.T. SOLUTION CORP., a duly registered business entity (hereinafter referred to as "Provider"), and *[Client's Company Name], a [Client's Company Legal Status]* (hereinafter referred to as "Client").

**RECITALS:**

**WHEREAS**, Provider is engaged in the business of providing payroll software solutions and related services;

**WHEREAS**, Client desires to subscribe to Provider's payroll software system and avail the related services;

**WHEREAS**, both parties agree to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**DEFINITIONS:**

1.1 "Payroll Software System" refers to the web-based payroll software provided by Provider, which includes but is not limited to features such as employee data management, salary calculation, tax calculations, reporting, and other related functionalities.

1.2 "Subscription Term" refers to the duration of the subscription, which shall commence on the Effective Date and continue for the duration specified in Clause 2.

1.3 "Effective Date" refers to the date on which both parties sign this Agreement.

**SUBSCRIPTION TERM:**

The initial Subscription Term shall be for a period of *[specify the term, e.g., 12 months]*, commencing on the (*Effective Date).* Upon the expiration of the initial Subscription Term, this Agreement shall automatically renew for successive terms of *[specify the term, e.g., 6 months]* each, unless either party gives written notice of termination to the other party at least thirty (30) days prior to the end of the then-current Subscription Term.

**SUBSCRIPTION FEES AND PAYMENT:**

3.1 In consideration of the access granted to the Payroll Software System and the services provided by Provider, Client agrees to pay the subscription fees as outlined in **EXHIBIT A** (Pricing) attached hereto.

3.2 The subscription fees shall be paid by Client to Provider in advance, on a *[monthly/quarterly/annual]* basis, as specified in **EXHIBIT A**. Payment shall be made by *[payment method, e.g., bank transfer, credit card, etc.]*.

3.3 In the event of any delay in payment, Provider reserves the right to suspend access to the Payroll Software System until payment is received in full.

**LICENSE AND USE:**

4.1 During the Subscription Term, Provider grants Client a non-exclusive, non-transferable license to access and use the Payroll Software System for its internal business purposes only.

4.2 Client shall not: (a) sub-license, resell, or distribute the Payroll Software System to any third party; (b) modify, reverse engineer, decompile, or create derivative works based on the Payroll Software System; (c) use the Payroll Software System to perform services for third parties or use it on behalf of any other entity.

**SUPPORT AND MAINTENANCE:**

5.1 Provider shall provide technical support and maintenance for the Payroll Software System during the Subscription Term, including bug fixes, updates, and patches, as necessary.

5.2 Client agrees to promptly report any issues or bugs encountered while using the Payroll Software System to Provider's support team.

**CONFIDENTIALITY:**

6.1 Both parties agree to treat any non-public information obtained from the other party as confidential and shall not disclose, reproduce, or use such information for any purpose other than as required to fulfill the obligations under this Agreement.

6.2 The obligations of confidentiality shall survive the termination or expiration of this Agreement.

**TERMINATION:**

7.1 Either party may terminate this Agreement in the event of a material breach of any provision herein by the other party, provided that the non-breaching party gives written notice to the breaching party and the breaching party fails to cure the breach within thirty (30) days of receiving such notice.

7.2 Upon termination of this Agreement, Client's access to the Payroll Software System will be discontinued, and all outstanding fees shall become immediately due and payable.

**LIMITATION OF LIABILITY:**

8.1 Provider shall not be liable for any indirect, special, incidental, consequential, or punitive damages arising out of or related to the use or inability to use the Payroll Software System or the services provided by Provider.

8.2 Provider's total liability to Client under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of subscription fees paid by Client to Provider during the twelve (12) months preceding the date of the claim.

**GOVERNING LAW AND DISPUTE RESOLUTION:**

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Philippines.

9.2 Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to reach a resolution within thirty (30) days, the dispute shall be submitted to mediation by a mutually agreed mediator. If mediation fails, the dispute shall be submitted to binding arbitration in accordance with the rules of [name of arbitration association] and conducted in [your city], with each party bearing its own costs.

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

*Your Company Name* *Client's Company Name*

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_