ENTERPRISE SAAS SUBSCRIPTION & SOFTWARE LICENSE AGREEMENT

CLOUD ACCESS GRANT, SEAT LICENSING, 99.9% UPTIME SLA, DATA PRIVACY & COMMERCIAL SUBSCRIPTION TERMS

VENDOR / LICENSOR: _____ **CUSTOMER ENTITY:** _____ **AGREEMENT DATE:** _____/_____/20____

EDITION: [ ] Enterprise [ ] Business [ ] Cloud **AUTHORIZED SEATS:** _____ User Accounts **SUBSCRIPTION TERM:** [ ] 12 [ ] 24 [ ] 36 Mo

ANNUAL SUBSCRIPTION: $ _____ **BILLING CADENCE:** [ ] Annual [ ] Quarterly **SUPPORT TIER:** [ ] 24/7 Dedicated [ ] Standard

1. SAAS ACCESS GRANT & AUTHORIZED USER LICENSE

Vendor grants Customer a non-exclusive, non-transferable, worldwide right to access and use the SaaS Platform for the number of Authorized User Seats specified in this Order Form. Customer shall not sublicense, reverse engineer, or build competitive software.

2. SERVICE LEVEL AGREEMENT (SLA) & UPTIME COMMITMENT

Vendor commits to a 99.9% monthly platform uptime standard, excluding scheduled off-peak maintenance. If Vendor fails to meet the uptime SLA in any calendar month, Customer shall be entitled to service credit equal to 5% of monthly fees for each 1% of downtime.

3. CUSTOMER DATA OWNERSHIP, GDPR & SOC 2 SECURITY

Customer retains sole ownership of all data, files, and content transmitted to the platform. Vendor shall maintain SOC 2 Type II compliance, implement TLS encryption in transit and AES-256 at rest, and adhere strictly to GDPR / CCPA data privacy frameworks.

4. SUBSCRIPTION FEES, TAXES & AUTOMATIC RENEWAL

Subscription fees are billed according to the agreed schedule and payable within Net 30. Subscriptions automatically renew for successive 12-month terms unless either party gives written notice of non-renewal at least sixty (60) days prior to the expiration of the current term.

5. LIMITED WARRANTY & DISCLAIMER OF CONSEQUENTIAL DAMAGES

Vendor warrants that the platform will operate in substantial conformity with published documentation. Except for express warranties, the platform is provided 'as is.' In no event shall either party be liable for indirect, punitive, or consequential damages.

6. MUTUAL INDEMNIFICATION, CONFIDENTIALITY & GOVERNING LAW

Vendor shall defend Customer against any third-party claim alleging intellectual property infringement. Both parties shall maintain confidentiality of proprietary trade secrets. This Agreement is governed by the laws of the State of Delaware.

BINDING CONTRACT EXECUTION & SAAS ORDER CONFIRMATION:

Customer Authorized Officer: _____ Vendor Corporate Representative: _____

Date Signed: _____/_____/20____ Date Signed: _____/_____/20____