

Cloud Marketing Analytics Services Agreement

1.1 Scope of Services

Vendor shall provide cloud-based marketing analytics services to Customer for the duration of this Agreement. Services include data aggregation and reporting from Customer's marketing channels.

1.2 Term and Renewal

Initial term of five (5) years from the Effective Date. This Agreement auto-renews for successive three-year terms unless Customer provides one hundred eighty (180) days written notice of non-renewal. Vendor may decline renewal at any time without notice.

1.3 Payment Terms

Customer shall pay all invoiced amounts within ninety (90) days of invoice receipt. Late payments accrue interest at 5.0% per month compounded daily. Disputed invoices must be paid in full pending resolution.

1.4 Price Modifications

Vendor may increase pricing by up to twenty percent (20%) annually at its sole discretion, with thirty (30) days written notice. Customer's only remedy for objection is termination subject to Section 1.5.

1.5 Termination

Customer may terminate this Agreement only at the end of the then-current term, with one hundred eighty (180) days written notice, and subject to payment of all fees through the end of the current term. Vendor may terminate at any time with thirty (30) days notice.

1.6 Limitation of Liability

Vendor's aggregate liability under this Agreement shall not exceed the fees paid by Customer in the three (3) months preceding the claim. Customer waives any claim for consequential, indirect, or punitive damages.

1.7 Indemnification

Customer shall indemnify, defend, and hold Vendor harmless from any and all third-party claims arising from or related to Customer's use of the services, including claims arising from Vendor's negligence (excluding gross negligence). Vendor's indemnification obligations are strictly limited to claims of direct intellectual property infringement by the services.

1.8 Data Handling and Security

Vendor shall implement commercially reasonable technical and organizational measures to protect Customer data. Vendor does not currently maintain SOC 2 or ISO 27001 certification and is under no obligation to obtain such certification. Vendor will not process personal data subject to the GDPR or other non-US privacy regulations.

1.9 Intellectual Property

All derivative works, aggregated datasets, machine-learning models, and insights produced by Vendor using Customer Data shall be the sole and exclusive property of Vendor. Customer hereby assigns all right, title, and interest in such derivatives to Vendor in perpetuity.

1.10 Unilateral Modification

Vendor reserves the right to modify the terms of this Agreement at any time upon thirty (30) days written notice. Continued use of the services following the notice period constitutes acceptance of the modified terms.

1.11 Subprocessors

Vendor may engage subprocessors at its sole discretion without Customer approval. Customer shall be notified of changes to the subprocessor list within sixty (60) days after the change takes effect.

1.12 Audit Rights

Customer may audit Vendor's compliance with this Agreement no more than once every twenty-four (24) months, using an auditor selected and approved by Vendor, at Customer's expense, with no less than one hundred eighty (180) days advance written notice.

1.13 Governing Law

This Agreement is governed by the laws of the State of California, USA. The Services are intended for use only by entities located in the United States. All disputes shall be resolved exclusively in the state and federal courts of San Francisco County, California.