

Standard Software-as-a-Service Agreement

1.1 Services

Provider grants Customer a limited, non-exclusive, non-transferable license to access and use the Provider's SaaS platform for the duration of this Agreement.

1.2 Term

Initial term of one (1) year from the Effective Date, automatically renewable for successive one-year periods unless either party provides sixty (60) days written notice of non-renewal.

1.3 Payment Terms

Customer shall pay all invoiced amounts within thirty (30) days of invoice receipt (Net 30). Late payments accrue interest at the lesser of 1.0% per month or the maximum rate permitted by law.

1.4 Service Levels

Provider warrants 99.9% monthly uptime, measured per calendar month and excluding scheduled maintenance. Service credits of 10% of monthly fees are provided for each full percentage point below the SLA.

1.5 Limitation of Liability

Each party's aggregate liability under this Agreement shall not exceed two times (2x) the fees paid by Customer in the twelve (12) months preceding the claim. Neither party shall be liable for indirect, consequential, or punitive damages, except in cases of gross negligence or wilful misconduct.

1.6 Data Protection

Provider maintains SOC 2 Type II certification, audited annually, and processes personal data in accordance with the GDPR. A Data Processing Addendum is incorporated by reference as Exhibit A.

1.7 Termination for Cause

Either party may terminate this Agreement for material breach upon thirty (30) days written notice if the breach remains uncured during the notice period.

1.8 Intellectual Property

Customer retains all rights, title, and interest in Customer Data. Provider retains all rights in the SaaS platform. No assignment of intellectual property is implied.

1.9 Governing Law

This Agreement is governed by the laws of the State of New York. Any disputes shall be resolved in the state or federal courts located in New York County.