

SAAS MASTER SUBSCRIPTION AGREEMENT

Customer: CloudWorks, Inc. · Governing law: United States
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1. Subscription and Access

Subject to the terms of this Agreement, CloudWorks grants the Customer a non-exclusive, non-transferable right to access and use the Services during the Subscription Term solely for the Customer's internal business purposes, in accordance with the applicable Order Form and the Documentation.

2. Fees and Payment

The Customer shall pay all fees specified in the Order Form. Fees are due within thirty (30) days of the invoice date. All fees are non-refundable except as expressly set forth herein. CloudWorks may suspend access for any account more than fifteen (15) days past due upon notice.

3. Term, Renewal, and Termination

This Agreement commences on the Effective Date and continues for the initial term stated in the Order Form. Thereafter, it shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. CloudWorks may terminate for convenience upon thirty (30) days' written notice, and fees paid for the terminated period are non-refundable.

4. Service Levels

CloudWorks will use commercially reasonable efforts to make the Services available 99.9% of the time, measured monthly, excluding scheduled maintenance and force-majeure events. If availability falls below the committed level, the Customer's sole remedy is a service credit calculated in accordance with the SLA Schedule.

5. Data Protection and Security

CloudWorks will maintain administrative, physical, and technical safeguards designed to protect Customer Data consistent with industry standards and aligned to SOC 2 Type II controls. CloudWorks may engage subprocessors to provide the Services and shall be responsible for their performance. CloudWorks is not required to provide advance notice of changes to its subprocessors.

6. Indemnification

The Customer shall defend, indemnify, and hold harmless CloudWorks and its affiliates from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Customer's use of the Services, the Customer Data, or any breach of this Agreement by the Customer. CloudWorks provides no reciprocal indemnity to the Customer.

7. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages. In no event shall CloudWorks' total aggregate liability arising out of or related to this Agreement exceed the total fees paid by the Customer in the three (3) months immediately preceding the event giving rise to the claim.

8. Warranties

Except as expressly provided herein, the Services are provided "AS IS" without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a

particular purpose, and non-infringement.