SOFTWARE SERVICES AGREEMENT

Demo document. All company names, people and figures are fictional.

Customer

Name: Example Manufacturing Ltd.

Address: 100 Innovation Avenue, Sample City

Contact: _____

Email: _____

Provider

Name: Galaxy Software Inc.

Address: 8 Galaxy Road, Software Park

Contact: Lee Demo

Email: service@example.com

Place of signing: Sample City Date: _____

This Agreement is made between the Customer and the Provider (each a "Party") for the subscription, deployment and support of the Provider's collaboration platform. The Parties agree as follows.

1. Definitions

1.1 "Platform" means the Galaxy Collaboration Platform developed and owned by the Provider, including later upgrades.

1.2 "Services" means the subscription, deployment, data migration, training and support services described in Section 2.

1.3 "Authorized Users" means employees of the Customer who are given access to the Platform.

1.4 "Business Day" means any day other than a Saturday, Sunday or public holiday.

2. Scope of Services

2.1 Subscription: the Provider grants 800 Authorized User accounts for the Standard edition, including messaging, approvals, document collaboration and attendance.

2.2 Deployment: the Provider installs the Platform in the Customer's private cloud, imports the organization chart and configures up to 20 approval workflows.

2.3 Support: during the term the Provider accepts incident reports 24 hours a day, with the following response times:

(a) Severity 1: response within 30 minutes; service restored or a workaround provided within 4 hours;

(b) Severity 2: response within 2 hours; resolved within 1 Business Day;

(c) Severity 3 and questions: response within 1 Business Day.

3. Term

3.1 The subscription runs for three years from the date the Platform passes acceptance.

3.2 Deployment shall be completed within 60 days after this Agreement takes effect. Delays caused by the Customer extend this period accordingly.

4. Fees and Payment

4.1 The total fee is USD 186,000.00, inclusive of taxes: subscription USD 142,000.00 (three years), deployment and migration USD 32,000.00, and training USD 12,000.00.

4.2 The Customer shall pay the fee in the following instalments:

No.	Milestone	Share	Amount (USD)	Condition
1	Agreement takes effect	30%	55,800.00	Within 15 Business Days of receiving the invoice
2	Platform passes acceptance	40%	74,400.00	Within 15 Business Days of the signed acceptance report
3	12 months after go-live	15%	27,900.00	No open Severity 1 incidents
4	24 months after go-live	15%	27,900.00	Service review rated satisfactory or better
Total		100%	186,000.00	—

4.3 The Provider shall issue a valid invoice before each payment. Payment may be deferred until a valid invoice is received without being treated as a breach.

5. Data Protection

5.1 Business data stored on the Platform belongs to the Customer. The Provider processes it only to perform this Agreement.

5.2 The Provider shall apply access control, encryption in transit and audit logging, and shall notify the Customer in writing within 24 hours of any data breach.

5.3 Within 30 days after termination the Provider shall help the Customer export its data and then delete all copies it holds.

6. Liability

6.1 If deployment is late, the Provider pays 0.05% of the deployment fee for each day of delay, up to 10% of that fee.

6.2 If monthly availability falls below 99.5%, the Provider credits 10% of that month’s subscription fee; below 98%, 30%.

7. Governing Law and Disputes

7.1 This Agreement is governed by the laws of the place of signing. The Parties shall first try to settle any dispute through negotiation; failing that, either Party may bring the dispute before the competent court at the place of signing.

7.2 This Agreement takes effect when signed by both Parties and is made in two counterparts, one for each Party.

(Signature page follows. No further text on this page.)

Customer: Example Manufacturing Ltd.

Authorized signatory: _____

Title: _____

Date: _____

Provider: Galaxy Software Inc.

Authorized signatory: _____

Title: _____

Date: _____