SOFTWARE SUBSCRIPTION AGREEMENT

Sample document for training. All parties are fictional. Version 2 (vendor revision, received October 6, 2027).

This Software Subscription Agreement (the "Agreement") is made on November 1, 2027 between **Summit Cloud Services Inc.**, 900 Ridge Road, Suite 410, Columbus, OH 43215 (the "Vendor"), and **Bright Path Marketing LLC**, 51 Front Street, Harrisburg, PA 17101 (the "Customer").

1. Subscription

The Vendor grants the Customer a subscription to the Summit Projects platform for up to twenty (20) named users (the "Service"). The Customer may add users at the then-current per-user price.

The Vendor will provide email support on business days from 8 AM to 6 PM Eastern time and will answer priority tickets within four (4) business hours.

2. Fees and Payment

The Customer will pay a subscription fee of $1,350.00 per month, invoiced monthly in advance. Invoices are due within fifteen (15) days of the invoice date.

Late payments accrue interest at one percent (1%) per month on the unpaid balance.

3. Term and Renewal

The initial term is twelve (12) months from the date above. This Agreement renews automatically for successive twelve (12) month terms unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.

The Vendor may increase fees at renewal by up to nine percent (9%) by giving written notice at least forty-five (45) days before the renewal date.

4. Customer Data

The Customer owns all data it uploads to the Service. The Vendor will use Customer data only to provide the Service and will export it in CSV format on request within ten (10) business days.

On termination, the Vendor will delete Customer data within thirty (30) days unless the Customer asks for an export first.

5. Service Levels

The Vendor will make the Service available 99.9% of the time each calendar month, excluding scheduled maintenance announced at least three (3) business days in advance.

If availability falls below 99.9% in a month, the Customer will receive a service credit of ten percent (10%) of that month's fee.

The Vendor may change, add or remove features of the Service at any time by posting a notice in the Service at least ten (10) days before the change takes effect.

6. Limitation of Liability

Each party's total liability under this Agreement is limited to the fees paid by the Customer in the three (3) months before the event giving rise to the claim. Neither party is liable for indirect or consequential damages.

This limit does not apply to a party's breach of Section 4 (Customer Data) or to its gross negligence or willful misconduct.

7. General

This Agreement is governed by the laws of the State of Ohio. It is the entire agreement between the parties and may be changed only in a writing signed by both parties.

Neither party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all of its assets.

Signatures

Summit Cloud Services Inc.: _____ Date: _____

Bright Path Marketing LLC: _____ Date: _____