

CLOUD SERVICES AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Cloud Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CUSTOMER ADDRESS] ("**Customer**").

Provider and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Provider offers cloud-based infrastructure, platform, or software services, and Customer wishes to access and use those services on the terms below. The Parties wish to set out the scope of the cloud services, the fees, the responsibilities for data and security, and the rights of each Party. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Services

1.1 Cloud services. "**Cloud Services**" means the cloud-based services Provider makes available to Customer as described in **Exhibit A**, including the infrastructure, platform, or application components and the resource allocations specified there.

1.2 Customer data. "**Customer Data**" means all data, content, and information that Customer or its Authorized Users submit to, store in, or process through the Cloud Services. "**Authorized Users**" means Customer's employees and contractors permitted to use the Cloud Services on Customer's behalf.

1.3 Documentation. "**Documentation**" means Provider's then-current user guides and technical documentation for the Cloud Services.

1.4 Provision of services. Subject to this Agreement, Provider will make the Cloud Services available to Customer and its Authorized Users during the Term in accordance with the Documentation and the service levels in Section 4.

2. License Grant and Restrictions

2.1 Right to use. Provider grants Customer a non-exclusive, non-transferable right to access and use the Cloud Services during the Term solely for Customer's internal business purposes, subject to the limits in Exhibit A.

2.2 Restrictions. Customer will not, and will not permit any Authorized User to: (a) resell, sublicense, or make the Cloud Services available to third parties except as permitted in Exhibit A; (b) reverse engineer or attempt to derive source code, except as applicable law permits; (c) circumvent usage limits or security controls; or (d) use the Cloud Services to develop a competing service.

2.3 Acceptable use. Customer will not use the Cloud Services to store or transmit unlawful, infringing, or harmful material, to distribute malware, or to interfere with the integrity or performance of the Cloud Services or other customers' use.

2.4 Authorized Users. Customer is responsible for its Authorized Users' compliance with this Agreement and for all activity under its account, except activity caused by Provider's breach.

3. Customer Data and Privacy

3.1 Ownership. As between the Parties, Customer owns all right, title, and interest in Customer Data. Customer grants Provider a limited license to host, process, and transmit Customer Data solely to provide the Cloud Services and as permitted by this Agreement.

3.2 Provider use. Provider will use Customer Data only to provide and support the Cloud Services, to comply with law, and as otherwise authorized by Customer. Provider will not sell Customer Data.

3.3 Data protection. If Provider processes personal data on Customer's behalf, the Parties will comply with applicable data-protection laws and, where required, enter into a separate data processing addendum that governs that processing.

3.4 Data location and subprocessors. Provider will host Customer Data in the region(s) stated in **Exhibit A** and may use subprocessors to provide the Cloud Services, remaining responsible for their performance under this Agreement.

3.5 Compelled disclosure. Provider may disclose Customer Data as required by law or valid legal process and, where legally permitted, will give Customer prior notice and reasonable cooperation to seek protective treatment.

4. Service Levels and Support

4.1 Availability. Provider will use commercially reasonable efforts to make the Cloud Services available at least **[e.g. 99.9%]** of the time each calendar month, excluding scheduled maintenance, emergency maintenance, force majeure, and matters attributable to Customer.

4.2 Maintenance. Provider may perform scheduled maintenance during **[MAINTENANCE WINDOW]** with reasonable advance notice and emergency maintenance without advance notice to protect the security or integrity of the Cloud Services.

4.3 Support. Provider will provide technical support through **[CHANNEL]** during **[SUPPORT HOURS]** consistent with the support plan in Exhibit A.

4.4 Service credits. If Provider fails to meet the availability commitment, Customer's remedy is the service credit stated in **Exhibit A**, if any, claimed within **[NUMBER]** days after the affected month. Service credits are Customer's sole remedy for availability failures, except for the termination right in Section 6.2.

5. Security

5.1 Security program. Provider will maintain a written information security program with administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, use, or disclosure, consistent with industry standards and the certifications, if any, listed in Exhibit A.

5.2 Customer responsibilities. Customer is responsible for configuring its use of the Cloud Services securely, managing Authorized User access and credentials, and securing its own systems and connections used to access the Cloud Services.

5.3 Incident notice. Provider will notify Customer without undue delay after becoming aware of a confirmed security breach affecting Customer Data, will provide information reasonably available about the incident, and will cooperate in Customer's response, consistent with applicable law.

6. Fees, Term, and Termination

6.1 Fees and billing. Customer will pay the fees stated in **Exhibit A**, in **[CURRENCY]** and exclusive of taxes. Provider will invoice **[MONTHLY / ANNUALLY / BASED ON USAGE]**, and Customer will pay each undisputed invoice within **[NUMBER, e.g. 30]** days. Usage-based charges are billed in arrears based on Provider's metering.

6.2 Term and renewal. This Agreement begins on the Effective Date and continues for an initial term of **[e.g. 12 months]**, renewing for successive terms unless either Party gives notice of non-renewal at least **[NUMBER]** days before the end of the then-current term. Either Party may terminate for material breach uncured within **[NUMBER, e.g. 30]** days after written notice.

6.3 Suspension. Provider may suspend the Cloud Services on notice if Customer's use poses a security risk, violates Section 2.3, or if an undisputed invoice remains unpaid past its due date, and will restore access promptly after the cause is resolved.

6.4 Effect of termination and data return. On termination, Customer's right to use the Cloud Services ends. Provider will make Customer Data available for export in a commercially reasonable format for **[NUMBER, e.g. 30]** days, after which Provider may delete it, subject to legal retention requirements and routine backups.

6.5 Survival. Sections 3, 7, 8, 9, and 10, and any accrued payment obligations, survive termination.

7. Warranties and Disclaimers

7.1 Mutual authority. Each Party represents that it has the authority to enter into this Agreement and to perform its obligations.

7.2 Service warranty. Provider warrants that the Cloud Services will perform substantially in accordance with the Documentation during the Term. Customer's remedy for breach of this warranty is Provider's correction of the non-conformity or, if Provider cannot do so within a reasonable time, termination and a refund of prepaid, unused fees for the affected period.

7.3 Disclaimer. Except as expressly stated, the Cloud Services are provided "**AS IS**," and Provider disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law.

8. Indemnification

8.1 By Provider. Provider will defend Customer against third-party claims that the Cloud Services, as provided by Provider, infringe that third party's intellectual property rights, and will indemnify Customer for resulting damages finally awarded or agreed in settlement, subject to Section 9.

8.2 By Customer. Customer will defend Provider against third-party claims arising from Customer Data or Customer's use of the Cloud Services in violation of this Agreement, and will indemnify Provider for resulting damages, subject to Section 9.

8.3 Procedure. The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability or admission on the indemnified Party without consent.

9. Limitation of Liability

9.1 Exclusion of indirect damages. Except for the excluded matters in Section 9.3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

9.2 Liability cap. Except for the excluded matters in Section 9.3, each Party's total aggregate liability arising out of this Agreement will not exceed the total fees paid or payable by Customer in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

9.3 Exclusions from the cap. The limitations in Sections 9.1 and 9.2 do not apply to: (a) a Party's indemnification obligations under Section 8; (b) Customer's payment obligations; (c) a Party's breach of its confidentiality or data-protection obligations; or (d) a Party's gross negligence or willful misconduct.

10. General Provisions

10.1 Confidentiality. Each Party will protect the other's non-public information disclosed under this Agreement using at least reasonable care and will use it only to perform under this Agreement.

10.2 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.3 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

10.4 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

10.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.6 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.7 Entire agreement; amendment. This Agreement, together with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.8 Severability, waiver, and counterparts. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each an original and all together one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER

CUSTOMER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.