

Awake SaaS Subscription Agreement

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Provide hosted software under explicit subscription, data, support and exit terms.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Provider/customer: [names/entities/addresses]. Effective date: [date]. Subscription scope, permitted users, fees, currency, taxes, initial term, renewal and notice: signed Order Form. Service description and dependencies: [schedule]. SLA/support: [attached or none]. Personal-data roles and DPA: [attached or inapplicable with reason]. Liability cap, exclusions, indemnities and insurance: [negotiated terms]. Notice/security contacts: [contacts].

1. Hosted access

Provider grants authorized users access to the specified hosted service during the paid term, within the agreed usage limits. Customer controls authorized accounts and lawful use. No source-code, self-hosting, resale or exclusive rights are granted unless a separate signed schedule does so. Material service changes use the notice and remedy process [terms]; Provider may not silently remove the purchased core functionality.

2. Setup and support

Implementation services require a signed SOW with dependencies and acceptance. Support, availability, maintenance windows, exclusions, measurement and credits are governed only by the attached SLA. Subcontracting does not relieve Provider of its contractual responsibilities. Identify critical external dependencies and agreed incident notification and continuity measures.

3. Fees and renewal

Customer pays undisputed charges when due; explain usage calculations and disputed-invoice handling. Renewals, price changes and cancellation windows are those in the Order Form; no universal term is imposed. Suspension requires notice and an opportunity to cure except an urgent security or unlawful-use risk; suspension should be proportionate. State refund treatment expressly, including for Provider breach or discontinuation.

4. Data and intellectual property

Customer retains its data and authorizes processing only to provide the service and other expressly agreed purposes. Provider retains its platform; feedback rights and custom deliverables are specified [terms]. No customer data is used to train a general model without a separate express lawful authorization. Personal-data instructions, subprocessor changes, security and breach duties belong in the DPA/security schedules. Record export format and deletion/backup retention periods.

5. Warranty and risk

Provider warrants substantial conformity to the agreed service description during the term; correction, credit, termination and refund remedies are [terms]. Customer supplies authorized data and follows agreed use restrictions. Infringement and other indemnities, defense control, liability caps and carve-outs apply only as completed; no blanket warranty of uninterrupted service or business results is implied.

6. Termination and transition

Either party may terminate for material breach after [days] to cure, or under any express convenience or service-discontinuation right. State amounts due, refunds, data export access, transition assistance, return/deletion and retained archives. Provider supplies the agreed export window before routine deletion. Accrued payments, confidentiality, IP and lawful data obligations survive as needed.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].