SOFTWARE AS A SERVICE (SaaS) AGREEMENT

Jordanian Law Compliant – Integrated Clauses

<u>Article 1: Parties:</u>

This Agreement is made and entered into by and between

The Service Provider:

Company Name…………………………..

Company national number………………………………….

Authorized signatory……………………………………….

Company address……………………………………..

Phone number for notification…………………………………

A company duly incorporated under the laws of the Hashemite Kingdom of Jordan

Hereinafter referred to as the "Provider."

The Client:

Client Name…………………………………………….

Company national number………………………………….

Authorized signatory………………………………………..

Client address……………………………………………..

Phone number for notification…………………………………….

Hereinafter referred to as the "Client."

The Provider and the Client shall hereinafter be collectively referred to as the "Parties" and individually as a "Party."

Article 2: Subject Matter of the Agreement

The Provider undertakes to grant the Client a limited, non-exclusive, non-transferable, and revocable license to access and use the Provider's SaaS platform ("Software") via the internet, in accordance with the terms and conditions set forth herein.

 No ownership of the Software or its components is transferred to the Client.

Article 3: Intellectual Property Rights

The Provider retains all intellectual property rights, including copyrights, patents, trade secrets, trademarks, and any other proprietary rights in and to the Software, its source code, algorithms, databases, designs and documentation.

The Client is expressly prohibited from:

a. Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code.

b. Copying, reproducing, modifying, or creating derivative works based on the Software.

c. Selling, sublicensing, leasing, or otherwise transferring any rights granted herein to third parties without the Provider's written consent.

Any breach of intellectual property provisions shall entitle the Provider to immediate termination of this Agreement without prejudice to its right to claim damages under Jordanian law.

Article 4: Service Level Agreement (SLA)

Uptime Guarantee: The Provider guarantees 99.5% monthly uptime, excluding scheduled maintenance.

Support and Response Times:

Critical issues: response within 2 hours.

Non-critical issues: response within 24 hours.

Maintenance: The Provider shall notify the Client at least 48 hours before any planned downtime.

Article 5: Fees and Payment Terms

The Client shall pay subscription fees as specified in the following schedule:

[Fee amount, currency, billing cycle]

Payments shall be due [X] days from the invoice date. Late payments shall incur interest at the rate permissible under Jordanian Commercial Law.

Article 6: Data Protection and Privacy

The Provider shall process Client Data in compliance with applicable Jordanian Data Protection Laws, as well as relevant international regulations such as the GDPR when applicable.

The Client grants the Provider the right to store and process Client Data solely for the purposes of delivering the service.

The Provider shall implement reasonable technical and organizational security measures, including encryption and access controls, to safeguard Client Data.

Article 7: Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement and for five (5) years thereafter.

Article 8: Term and Termination

This Agreement shall commence on the Effective Date and remain in force for the initial term of [X] months/years, automatically renewing unless terminated with [X] days' written notice.

Either Party may terminate this Agreement for material breach if such breach remains uncured for thirty days (30) days following written notice.

Article 9: Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Hashemite Kingdom of Jordan.

Any dispute arising out of or in connection with this Agreement shall be settled by the Amman Court of First Instance, unless the Parties mutually agree to refer the matter to arbitration under the Jordanian Arbitration Law.

Article 10: Force Majeure

Neither Party shall be held liable for any failure or delay in performance caused by circumstances beyond their reasonable control, including but not limited to natural disasters, government actions, or internet outages.

Article 11: Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, concerning the subject matter herein.

Article 12: contract conclusion

This contract consist of an introduction and 12 articles and its 6 pages long, two copies of the contract have been signed and each party has been given a signed copy of the contract.

Party's signature

The Service Provider……………………………………..
The client……………………………………………………..
Date ……………………