

Northstar Cloud Services Agreement

Contract Reviewer | Customer-side SaaS review | India

FICTIONAL

This document is created solely for Legal AI training. Names, entities, events and figures are invented.

Cloud Services Agreement

This Cloud Services Agreement is dated 1 August 2026 and is made between **Northstar Retail Private Limited**, Bengaluru (Customer), and **BluePeak Systems Private Limited**, Pune (Vendor).

The Customer operates retail stores and an online marketplace. The Vendor provides a cloud-based inventory, order-management and analytics platform.

1. Services

The Vendor will provide the hosted platform described in Schedule 1. The Vendor may change the features, hosting arrangements or technical specifications at any time if it considers the change operationally desirable. Continued use constitutes acceptance of a change.

2. Term and renewal

The initial term is three years. The Agreement renews automatically for successive one-year periods unless the Customer gives at least 120 days' written notice before the end of the current term.

3. Charges

The annual platform fee is INR 36,00,000, payable in advance. The Vendor may increase charges on 30 days' notice by any amount needed to reflect market conditions. All prepaid amounts are non-refundable, including where the Customer terminates because of service failure.

4. Availability and support

The Vendor targets 99.0% monthly availability, excluding planned maintenance, emergency maintenance and failures of third-party infrastructure. Service credits are the Customer's sole remedy. Credits are available only if requested within five business days after the affected month and may not exceed 3% of that month's fee.

5. Customer data

The Customer owns Customer Data. The Customer grants the Vendor and its affiliates a worldwide, perpetual, irrevocable licence to use, reproduce, adapt and commercialise Customer Data and data derived from it for analytics, product development and any other business purpose.

6. Information security

The Vendor will maintain security measures it considers commercially reasonable. The Vendor may use any subprocessor without notice. It will notify the Customer of a confirmed security incident within ten business days after completing its internal investigation.

7. Confidentiality

Each party will protect Confidential Information for two years after disclosure. Confidential Information excludes information independently developed or received from another person without a duty of confidence. The Vendor may disclose Customer information to contractors, affiliates and potential investors.

8. Intellectual property

The Vendor owns the platform and all feedback. Any configuration, workflow, template or integration created during implementation will be Vendor property, even if created exclusively from the Customer's requirements or paid for by the Customer.

9. Warranties

The Vendor warrants only that it has authority to enter this Agreement. All other warranties, including fitness for purpose, conformity with documentation, non-infringement and uninterrupted operation, are excluded to the maximum extent permitted by law.

10. Suspension

The Vendor may suspend any or all services immediately if an invoice is disputed, if it suspects misuse, or if continued service may create commercial or reputational risk. Charges continue during suspension.

11. Indemnities

The Customer will indemnify the Vendor, its affiliates and personnel against all losses, claims, penalties, costs and legal fees arising directly or indirectly from Customer Data, use of the services, breach of this Agreement or any third-party allegation. The indemnity is unlimited. The Vendor gives no corresponding intellectual-property or data-protection indemnity.

12. Liability

The Vendor's total aggregate liability arising out of or in connection with the Agreement will not exceed the fees paid for the one month immediately preceding the event giving rise to the claim. The cap applies to confidentiality, security incidents, data loss, infringement, indemnities and wilful misconduct. The Vendor is not liable for loss of profits, revenue, data, goodwill or anticipated savings.

13. Termination and exit

The Vendor may terminate immediately for late payment or suspected breach. The Customer may terminate only for an uncured material breach after giving 60 days' notice. On termination, the Vendor may delete Customer Data immediately. Data export assistance is subject to availability and the Vendor's then-current professional-services rates.

14. Governing law and disputes

Indian law governs. Any dispute will be finally resolved by a sole arbitrator appointed by the Vendor. The seat and venue will be Pune and proceedings will be in English. The Vendor may seek relief in any court, while the Customer may apply only to courts in Pune.

Schedule 1 - Implementation assumptions

- Go-live target: 1 October 2026.
- The Customer expects approximately 400 named users and integration with its payment gateway, ERP and customer-support platform.
- The Customer will migrate customer names, contact details, order history, loyalty data and support records.
- No detailed implementation plan, acceptance test, recovery objective, retention schedule or exit format has been agreed.

Learner instruction

Review from the Customer's perspective. Identify the most important legal and commercial risks, cite each clause and propose practical amendments. Identify missing facts and applicable law that require verification.