

SOFTWARE AS A SERVICE (SaaS) AGREEMENT

Location: _____ Effective Date: _____

Parties:

Provider Name: _____

Provider Address: _____

Customer Name: _____

Customer Address: _____

Recitals:

WHEREAS, Provider owns and operates certain proprietary software applications and related services delivered via the internet (the “Services”); and WHEREAS, Customer desires to obtain and Provider agrees to provide access to the Services under the terms and conditions set forth in this Agreement.

1. Definitions

Capitalized terms used in this Agreement have the meanings specified in this Section 1 or elsewhere in the Agreement. “Services” means Provider’s SaaS offering as described herein. “Documentation” means user guides and manuals provided by Provider. “Confidential Information” means all non-public information received from a party. “Customer Data” means all electronic data submitted by Customer via the Services.

2. Grant of License

Subject to Customer’s compliance with this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable, limited license to access and use the Services, solely for Customer’s internal business purposes during the Term.

3. Services

Provider shall provide and make available the Services substantially in accordance with the Documentation. Provider shall use commercially reasonable efforts to maintain availability of the Services, but does not guarantee uninterrupted or error-free operation.

4. Customer Obligations

Customer shall (a) comply with all applicable laws and regulations in connection with its use of the Services; (b) be responsible for all activity occurring under its account; and (c) ensure that its users use the Services only in accordance with this Agreement.

5. Fees and Payment

Customer shall pay all fees specified in the applicable Order Form or pricing schedule. Unless otherwise stated, fees are due in advance and non-refundable. Late payments may accrue interest at the maximum rate permitted by law.

6. Confidentiality

Each party shall maintain the confidentiality of the other party’s Confidential Information using at least the same degree of care as it uses for its own confidential information, and shall not disclose such information except as permitted under this Agreement.

7. Ownership

Provider retains all right, title, and interest in and to the Services, the underlying technology, and all intellectual property rights therein. Customer retains all rights in Customer Data, and Provider obtains no rights therein except as necessary to provide the Services.

8. Data Security and Privacy

Provider shall implement reasonable administrative, physical, and technical safeguards to protect Customer Data. Provider shall comply with applicable data protection laws and regulations. Customer is responsible for compliance with its own privacy obligations.

9. Warranties and Disclaimers

Provider warrants that the Services will perform substantially in accordance with the Documentation under normal use. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. PROVIDER'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX MONTHS PRECEDING THE CLAIM.

11. Indemnification

Provider shall defend and indemnify Customer against third-party claims alleging that the Services infringe any U.S. intellectual property rights, provided Customer gives prompt notice and cooperates. Customer shall indemnify Provider against claims arising from Customer Data or Customer's breach of this Agreement.

12. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon written notice. Upon termination, Customer's license and access to the Services shall cease, and Customer shall pay all outstanding fees. Sections concerning ownership, confidentiality, indemnification, and liability will survive termination.

13. Effects of Termination

Upon termination, Provider will delete or destroy Customer Data within a commercially reasonable period unless legally prohibited. Customer shall cease all use of the Services and return or destroy Provider's Confidential Information.

14. Force Majeure

Neither party shall be liable for failure or delay in performing obligations due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or governmental actions.

15. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts located in _____ County, _____.

16. Dispute Resolution

The parties shall attempt in good faith to resolve any disputes arising under this Agreement through negotiation. If unresolved, disputes may be submitted to mediation or binding arbitration as agreed in writing.

17. Amendment and Waiver

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties. Failure or delay to enforce any provision shall not constitute waiver.

18. Entire Agreement

This Agreement, including all exhibits and Order Forms, constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements, understandings, and communications.

19. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect and be construed to best effectuate the parties' intent.

20. Notices

All notices required or permitted under this Agreement shall be in writing and deemed delivered when delivered personally, sent by certified mail, or by reputable overnight courier to the addresses set forth herein or as updated by written notice.

21. Assignment

Neither party may assign this Agreement or any rights or obligations without the prior written consent of the other, except to a successor entity in the event of a merger or sale of all or substantially all assets.

22. Relationship of the Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party may bind the other without prior written consent.

23. Compliance with Laws

Each party shall comply with all applicable laws, regulations, and ordinances in performing its obligations under this Agreement.

24. Export Control

Customer shall not export or re-export any part of the Services in violation of any applicable export laws or regulations.

25. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one agreement. Electronic signatures shall have the same force and effect as originals.

PROVIDER'S AUTHORIZED SIGNATURE

CUSTOMER'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementtemplate-us.com/saas-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.