

SOFTWARE AS A SERVICE (SAAS) PROPOSAL AGREEMENT

Client: _____ Proposal #: _____

Provider Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Client Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Proposal Summary:

This Proposal Agreement (“Agreement”) outlines the terms under which Provider shall deliver Software as a Service (SaaS) solutions to Client. The services, fees, and conditions described herein form the basis of a binding contractual relationship upon acceptance by Client.

1. Services Provided:

Provider agrees to provide the Client with access to and use of the Software application(s) described in Schedule A attached hereto (the “Software”). The services will include hosting, maintenance, support, and updates as detailed in Schedule A.

2. Service Level Agreement (SLA):

Provider shall use commercially reasonable efforts to ensure 99.9% uptime availability of the Software, excluding scheduled maintenance and circumstances beyond Provider’s control. Support response times and remedies for failure to meet SLA metrics are detailed in Schedule B.

3. Fees and Payment Terms:

Client agrees to pay Provider the fees set forth in Schedule C according to the payment schedule described therein. All fees are exclusive of applicable taxes, which are the responsibility of the Client. Late payments may incur interest at the maximum rate permitted under applicable law.

4. Term and Termination:

This Agreement shall commence upon acceptance and remain in effect for the initial term specified in Schedule D. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within 30 days of such notice. Termination rights and obligations are further detailed in Schedule D.

5. Confidentiality:

Each party agrees to maintain the confidentiality of confidential information received from the other party and to use such information solely for performance under this Agreement. Confidential information shall not include information that is or becomes publicly available without breach of this Agreement.

6. Intellectual Property Rights:

Provider retains all rights, title, and interest in and to the Software, including all intellectual property rights. Client is granted a non-exclusive, non-transferable license to use the Software during the term of this Agreement as specified herein.

7. Warranties and Disclaimers:

Provider warrants that the Software will perform substantially in accordance with the documentation under normal use. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED 'AS IS' WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. Limitation of Liability:

IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID BY CLIENT UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE CLAIM.

9. Indemnification:

Client shall indemnify and hold Provider harmless from any claims, damages, or expenses arising from Client's use of the Software in violation of this Agreement or applicable laws. Provider shall indemnify Client against third-party claims of intellectual property infringement arising from Provider's negligence.

10. Data Privacy and Security:

Provider shall implement reasonable administrative, physical, and technical safeguards to protect Client Data. Provider will comply with applicable privacy laws and regulations. Client retains ownership of all Client Data.

11. Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed under the laws of the State of _____, without regard to its conflict of law rules. The parties agree to submit to the exclusive jurisdiction of state and federal courts located in _____ County, _____. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY.

12. Entire Agreement and Amendments:

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties and

supersedes all prior agreements. Any amendments must be in writing and signed by authorized representatives of both parties.

13. Notices:

All notices under this Agreement must be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses set forth above, or such other addresses as either party may designate in writing.

14. Force Majeure:

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, governmental action, labor disputes, or failures of telecommunications or internet service providers.

15. Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures shall be deemed original signatures for all purposes.

PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-professionals.com/saas-proposal-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-professionals.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.