

SOFTWARE AS A SERVICE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Provider Name: _____

Provider Address: _____

Customer Name: _____

Customer Address: _____

1. Definitions

“Agreement” means this Software as a Service Agreement, including all schedules and exhibits. “Services” means the online software services provided by Provider. “Customer Data” means all electronic data or information submitted by Customer to the Services.

2. Services

Provider shall make the Services available to Customer pursuant to the terms of this Agreement. Provider may update, enhance, or modify the Services at its discretion.

3. Customer Obligations

Customer shall provide accurate information, comply with all applicable laws, and use the Services in accordance with this Agreement and any applicable policies.

4. Fees and Payment

Customer shall pay the fees specified in the applicable Order Form or invoice. All payments are due in U.S. dollars and are non-refundable except as expressly stated.

5. Term and Termination

The initial term of this Agreement and any renewal terms shall be specified in the Order Form. Either party may terminate this Agreement upon material breach by the other party, subject to a thirty (30) day cure period.

6. Restrictions

Customer shall not (a) reverse engineer, decompile, or disassemble the Services; (b) attempt to gain unauthorized access; or (c) use the Services to violate any law or third party rights.

7. Data Security and Privacy

Provider shall maintain reasonable administrative, physical, and technical safeguards to protect the security and confidentiality of Customer Data.

8. Intellectual Property Rights

Provider retains all rights, title, and interest in and to the Services and any related technology. Customer retains all rights to Customer Data.

9. Confidentiality

Each party agrees to maintain the confidentiality of the other’s proprietary information and not use or disclose it except as permitted herein.

10. Warranties and Disclaimers

Provider represents that it will perform the Services in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED 'AS IS' WITHOUT WARRANTIES OF ANY KIND.

11. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. PROVIDER'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

12. Indemnification

Each party shall indemnify, defend, and hold harmless the other from any claims, damages, or expenses arising from breach of this Agreement or violation of law.

13. Governing Law and Jurisdiction

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

14. Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including natural disasters, war, or government actions.

15. Assignment

Customer may not assign this Agreement without Provider's prior written consent. Provider may assign this Agreement in connection with a merger or sale of assets.

16. Entire Agreement

This Agreement, including all exhibits and Order Forms, constitutes the entire agreement and supersedes all prior agreements and understandings.

17. Amendments

No amendment to this Agreement is effective unless in writing and signed by both parties.

18. Notices

All notices under this Agreement shall be in writing and deemed given when delivered by hand, certified mail, overnight courier, or electronic mail to the addresses specified by the parties.

19. Relationship of the Parties

The parties are independent contractors. Nothing herein creates a partnership, joint venture, or agency relationship.

20. Severability

If any provision is deemed invalid, illegal, or unenforceable, the remainder shall remain in full force and effect.

21. Waiver

Failure to enforce any provision shall not constitute a waiver of future enforcement.

22. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

23. Data Processing

If applicable, the parties agree to comply with all data protection laws relating to processing of personal data under this

Agreement.

24. Service Level Agreement

Provider agrees to use commercially reasonable efforts to provide Services with an uptime availability of 99.9%, subject to scheduled maintenance.

25. Support and Maintenance

Provider shall provide technical support and maintenance services as described in the applicable Order Form.

26. Backup and Recovery

Provider shall maintain reasonable backup and disaster recovery procedures to protect Customer Data.

27. Export Compliance

Customer shall comply with all applicable export control laws and regulations.

28. Compliance with Laws

Each party shall comply with all applicable laws and regulations in performing its obligations.

29. Marketing

Neither party shall use the other's name or trademarks without prior written consent.

30. Signatures

The parties have executed this Agreement as of the effective date set forth above.

PROVIDER'S SIGNATURE

CUSTOMER'S SIGNATURE

Signature: _____

Signature: _____

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