# SAAS Agreement

**Purpose:** This Software as a Service (SAAS) Agreement outlines the terms and conditions under which the Provider shall deliver access to, and support for, the specified software application(s) to the Customer.

## 1. Parties

This SAAS Agreement is entered into between **{providerName}**, a company registered under the laws of **{providerJurisdiction}** with its principal place of business at **{providerAddress}** ("Provider"), and **{customerName}**, located at **{customerAddress}** ("Customer").

## 2. Definitions

* **“Service”** refers to the software application(s) provided by the Provider, including any related documentation, updates, and support services.
* **“User”** means an individual authorized by the Customer to use the Service in accordance with this Agreement.

## 3. Grant of Access

The Provider hereby grants the Customer a non-exclusive, non-transferable right to access and use the Service during the Term, solely for internal business operations and subject to the terms of this Agreement.

## 4. Fees and Payment

The Customer agrees to pay the Provider a fee of **{feeAmount}***(exclusive of applicable taxes)* according to the following billing schedule: {billingSchedule}.

All payments are to be made in **{currency}** to the account designated by the Provider.

## 5. Term and Termination

This Agreement shall commence on **{startDate}** and continue until **{endDate}**, unless terminated earlier in accordance with this section.

{#autoRenewal}

This Agreement will automatically renew for successive terms of **{renewalPeriod}** unless a party provides written notice of non-renewal at least **{noticePeriod}** before the end of the then-current term.

{/autoRenewal}

## 6. Support and Maintenance

The Provider will offer the following support services:

{#supportServices}

* **{title}**: {description}

{/supportServices}

Support can be contacted via **{supportContact}** and is available during **{supportHours}** (timezone: **{supportTimezone}**).

## 7. Data and Security

The Provider will implement reasonable technical and organizational measures to secure Customer Data in accordance with industry standards.

{#hasDataProcessingAgreement}

### Data Processing Agreement

A separate **Data Processing Agreement** ("DPA") is attached as Exhibit A and incorporated into this Agreement by reference.

{/hasDataProcessingAgreement}

{^hasDataProcessingAgreement}

No Data Processing Agreement is included with this contract.

{/hasDataProcessingAgreement}

## 8. Acceptable Use

Customer agrees not to:

{#acceptableUseRestrictions}

* {violation}

{/acceptableUseRestrictions}

## 9. Warranties and Disclaimers

The Provider warrants that the Services will perform materially in accordance with the documentation. Except as stated in this Agreement, the Service is provided “as is” without warranty of any kind.

## 10. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special, or consequential damages, or loss of profits or revenue, arising out of or relating to this Agreement.

## 11. Miscellaneous

This Agreement, including all annexes and referenced policies, constitutes the entire agreement between the parties.

## 12. Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **Representative** | **Role** | **Date** |
| {#signatories}{party} | {representative} | {role} | {date}{/signatories} |