

# SaaS Agreement

This **Software as a Service ("SaaS") Agreement ("Agreement")** is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the parties below:

**Provider**

**Customer**

Provider and Customer may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

## 1. Purpose

The purpose of this Agreement is to establish the terms under which Provider will grant Customer access to and use of its hosted software services, including any related support, updates, and services (collectively, the "**Services**").

## 2. Scope of Services

Provider agrees to make the Services available to Customer on a subscription basis, subject to the terms of this Agreement. The Services include:

- Access to Provider's software platform via the internet
- Standard features and functionalities as described in Provider's documentation
- Maintenance, updates, and technical support as defined in this Agreement

Any additional services not expressly included may be subject to separate agreement or fees.

## 3. Access and Use Rights

Provider grants Customer a limited, non-exclusive, non-transferable, and revocable right to access and use the Services during the Term solely for Customer's internal business operations.

Customer shall not:

- Copy, modify, or create derivative works of the Services
- Reverse engineer or attempt to extract source code
- Use the Services for unlawful purposes
- Resell, sublicense, or provide access to third parties without authorization

#### 4. Customer Responsibilities

Customer agrees to:

- Provide accurate and complete registration information
- Maintain the confidentiality of account credentials
- Ensure that its use of the Services complies with applicable laws
- Be responsible for all activities conducted under its account

Customer is responsible for the accuracy, legality, and content of all data uploaded or processed through the Services ("**Customer Data**").

#### 5. Fees and Payment

Customer agrees to pay the fees for the Services as specified below:

|                            |  |
|----------------------------|--|
| <b>Service Description</b> |  |
| <b>Billing Frequency</b>   |  |
| <b>Fee Amount</b>          |  |

Payment shall be made within \_\_\_\_\_ days of invoice issuance unless otherwise agreed. Provider may suspend access to the Services in the event of overdue payments after providing reasonable notice.

#### 6. Term and Renewal

This Agreement shall commence on the Effective Date and continue for an initial term of \_\_\_\_\_ ("**Initial Term**").

Unless either Party provides written notice of non-renewal at least \_\_\_\_\_ before the end of the current term, this Agreement shall automatically renew for successive periods equal to the Initial Term.

## 7. Termination

Either Party may terminate this Agreement:

- For convenience, upon \_\_\_\_\_ days' prior written notice
- For cause, if the other Party materially breaches this Agreement and fails to remedy the breach within a reasonable cure period after notice

Upon termination:

- Customer's access to the Services shall cease
- Outstanding fees shall become immediately due
- Provider may delete Customer Data after a reasonable retention period

## 8. Data Protection and Privacy

Provider shall implement reasonable administrative, technical, and organizational measures to protect Customer Data from unauthorized access, use, or disclosure.

Customer acknowledges that data processing may be carried out in accordance with Provider's privacy practices as communicated to Customer. Customer retains ownership of all Customer Data.

## 9. Intellectual Property

Provider retains all rights, title, and interest in and to the Services, including all intellectual property rights.

This Agreement does not transfer ownership of any intellectual property to Customer. Customer retains ownership of its data and any materials it provides.

## 10. Service Availability and Support

Provider shall use commercially reasonable efforts to ensure the availability of the Services, except for:

- Scheduled maintenance
- Emergency updates
- Circumstances beyond Provider's reasonable control

Support services shall be provided as described in Provider's standard support policy.

## 11. Confidentiality

Each Party agrees to protect the confidential information of the other Party and use it solely for the purposes of this Agreement.

Confidential information shall not be disclosed to third parties without prior written consent, except where required by law.

## 12. Limitation of Liability

To the extent permitted by applicable law, Provider's liability arising out of or related to this Agreement shall be limited to the total fees paid by Customer during the \_\_\_\_\_.

Provider shall not be liable for indirect, incidental, or consequential damages, including loss of profits, revenue, or data.

## 13. Warranties and Disclaimers

Provider represents that it will provide the Services with reasonable care and skill.

Except as expressly stated, the Services are provided "as is" without warranties of any kind, whether express or implied.

## 14. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to the competent courts of \_\_\_\_\_, unless otherwise agreed.

## 15. Amendments

Provider may update the terms of this Agreement upon prior notice to Customer. Continued use of the Services after such notice constitutes acceptance of the updated terms.

Any material changes may require mutual written agreement.

## 16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the Services and supersedes all prior agreements, communications, or understandings.

## 17. Notices

All notices under this Agreement shall be in writing and delivered to the addresses specified above or to such other address as a Party may designate.

## 18. Assignment

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

Provider may assign this Agreement with notice to Customer.

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Provider**

**Customer**

**Name**

**Name**

**Date**

**Date**

**Signature**

**Signature**

\_\_\_\_\_

\_\_\_\_\_



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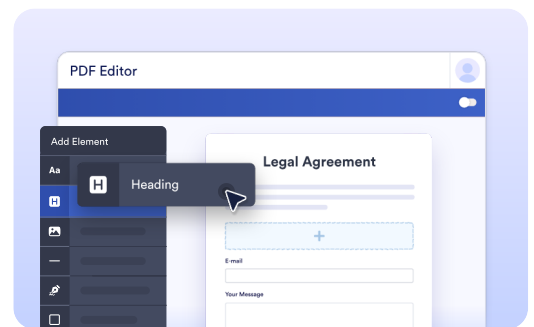
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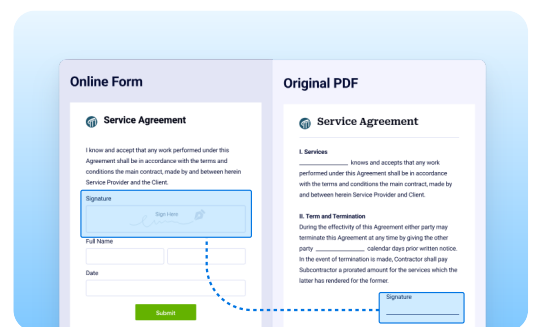
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