

# SaaS Proposal

*Private and Confidential*

Prepared for

Prepared by

Date

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## 1. Introduction

This **Software as a Service (SaaS) Proposal** (the *"Proposal"*) is submitted by \_\_\_\_\_ (*"Provider"*) to \_\_\_\_\_ (*"Client"*) for the purpose of outlining the scope, pricing, implementation approach, and commercial terms under which Provider proposes to deliver access to its cloud-based software solution and related services.

This Proposal is intended to present the commercial and operational framework for the contemplated services. Except where expressly stated otherwise, this Proposal does not create a binding legal obligation until a definitive SaaS Agreement is executed by both parties.

## 2. Overview of the Solution

Provider offers a cloud-based software platform known as \_\_\_\_\_, designed to:

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The platform is hosted in a secure cloud environment and is accessible through standard web browsers and supported devices. The solution is provided on a subscription basis and maintained by Provider throughout the subscription term.

### 3. Objectives

The proposed solution is intended to assist Client in achieving the following objectives:

- Improve operational efficiency in \_\_\_\_\_.
- Centralize and manage \_\_\_\_\_.
- Enhance reporting, compliance, or visibility across \_\_\_\_\_.

Provider will work collaboratively with Client to ensure the solution aligns with Client's operational requirements as defined in this Proposal.

### 4. Scope of Services

Provider proposes to deliver the following services:

#### 4.1 Software Access

Provider will grant Client a non-exclusive, non-transferable right to access and use the Software during the subscription term, solely for Client's internal business operations and in accordance with the final SaaS Agreement.

#### 4.2 Implementation Services

Provider will perform initial implementation services, which may include:

- Platform configuration
- User account setup
- Initial data migration (if applicable)
- Integration with approved third-party systems
- System testing and validation

The specific implementation activities and timelines will be mutually agreed upon prior to commencement.

#### 4.3 Training

Provider will deliver user training in the form of:

- Live virtual training sessions; and/or
- Recorded tutorials and documentation.

#### 4.4 Ongoing Support and Maintenance

During the subscription term, Provider will:

- Maintain the Software in operational condition.
- Provide technical support via \_\_\_\_\_.
- Apply updates, patches, and enhancements at its discretion.

## 5. Deliverables

The following deliverables will be provided:

Deliverable	Description	Estimated Delivery Date
Platform Access	Provision of user accounts and system credentials	
Configuration	Completion of agreed system configuration	
Training	Delivery of user training sessions	
Go-Live	System ready for production use	

All timelines are estimates and subject to Client's timely cooperation and provision of required information.

## 6. Client Responsibilities

Client acknowledges that successful implementation requires its active participation. Client will:

- Provide accurate and complete information necessary for configuration.
- Designate a primary project contact.
- Ensure availability of personnel for training and testing.
- Obtain and maintain necessary third-party licenses or permissions not included in this Proposal.

Failure to meet these responsibilities may affect timelines and costs.

## 7. Subscription Term

The proposed initial subscription term is \_\_\_\_\_, commencing on the effective date specified in the definitive SaaS Agreement.

Renewal terms, notice periods, and termination rights will be governed exclusively by the executed SaaS Agreement.

## 8. Pricing and Payment Terms

### 8.1 Subscription Fees

Item	Description	Quantity	Unit Price	Total
Subscription License	Access to _____	_____ (#Users)		
Implementation	One-time setup and configuration	-		
Additional Services	Optional services	-		

Estimated Total Fees: \_\_\_\_\_

### 8.2 Payment Terms

- Subscription fees are billed monthly in advance.
- Implementation fees are invoiced upon project initiation unless otherwise agreed.
- Invoices are payable within \_\_\_\_\_ days from the invoice date.
- Taxes, if applicable, will be added to the invoice.

Late payments may result in suspension of services under the terms of the definitive SaaS Agreement.

## 9. Data Protection and Security

Provider maintains administrative, technical, and physical safeguards designed to protect Client data against unauthorized access, disclosure, or loss. Details regarding data processing, confidentiality, and security measures will be addressed in the final SaaS Agreement or a separate data processing addendum, if required.

Client remains responsible for ensuring that its use of the Software complies with applicable data protection and privacy obligations.

## 10. Assumptions and Limitations

This Proposal is based on the following assumptions:

- Client's infrastructure supports standard web-based applications.
- Required integrations are technically feasible using available APIs.
- The scope described herein reflects the full extent of Client's current requirements.

Any material deviation from these assumptions may require revision of scope, timeline, or pricing.

## 11. Confidentiality

The contents of this Proposal are confidential and provided solely for evaluation purposes. Neither party shall disclose the terms of this Proposal to any third party without prior written consent, except to advisors under confidentiality obligations.

## 12. Validity of Proposal

This Proposal is valid for acceptance until \_\_\_\_\_, unless withdrawn earlier by Provider in writing.

## 13. Non-Binding Effect

This Proposal is intended to outline the proposed commercial terms for discussion purposes. Except for the Confidentiality clause and this Non-Binding Effect clause, which are intended to be binding upon acceptance, this Proposal does not create a legally binding obligation on either party.

A binding agreement will arise only upon execution of a mutually agreed written SaaS Agreement signed by authorized representatives of both parties.

## 14. Acceptance

If the terms of this Proposal are acceptable, please sign below to confirm your intent to proceed with contract finalization and implementation planning.

### Signatures

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**Provider**

**Client**

**Name**

**Name**

**Date**

**Date**

**Signature**

**Signature**

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