**Software-as-a-Service**

**Agreement**

This Software as a Service (**“SaaS”**) Agreement (hereinafter referred to as **“Agreement”**) is entered on [E ffective Date] (hereinafter referred to as **“Effective Date”**),

By and Between

[Customer Name] (hereinafter referred to as **“Customer”**), incorporated at [Customer Address], and;

[Sender Company] (hereinafter referred to as **“Company”**), incorporated at [Sender Address].

The Customer and the Company may be referred to individually as a **“Party”** and collectively as the **“Parties.”**

The Parties hereby agree that the following terms and conditions shall govern the provision and use of the Services under this Agreement, including any Orders placed pursuant hereto.

**TERMS OF THE AGREEMENT.**

**1. DEFINITIONS.**

1. **“Customer Data”** means all data, works, and materials provided by the Customer to the Company for the SaaS Services, including any data uploaded to or stored on the Platform by the Customer, transmitted through the Platform at the Customer’s direction, or generated by the

Customer’s use of the Services, but excluding usage data, analytics, and server log les related to the Platform.

1. **“Documentation”** means the documentation for the Services produced by the Company and delivered or made available by the Company to the Customer.
2. **“Order”** means any ordering document between the Customer and the Company that speci es the Service being purchased.
3. **“Services”** means all internet-accessible and software-based services provided by the Company to the Customer under this Agreement, including any documentation, updates, and any related content speci ed in the applicable Order.
4. **“Software or Platform”** means the online software applications provided by the Company as part of the Services.
5. **“Subscription Term”** refers to the duration set forth in this Agreement during which the Customer is granted access to utilize the Software via the Company’s SaaS platform. Unless either Party provides written notice of its intent not to renew at least [Non-Renewal Notice Period\_No. of Days] day(s) prior to the end of the current term, the Subscription Term shall automatically extend for consecutive periods of [Renewal\_Time Period].

**2. LICENSE GRANT.**

1. During the Subscription Term, the Customer is granted a non-transferable, non-exclusive, royalty-free license to access and use the SaaS Services on a worldwide basis, solely for the purpose of conducting its internal business activities during the terms of this Agreement.
2. The Customer acknowledges and agrees that this Agreement is a services arrangement, and as such, no copies of the Software shall be provided or distributed by the Company as part of the Services.

**3. SERVICE DESCRIPTION.**

The Company agrees to provide the Customer with access to [Service Name] (the **“Service”**) as a hosted, web-based solution. The Service includes the provision of the following:

1. **Included Features.** The Service includes [Included Features].
2. **Support and Maintenance.** The Company will provide technical support, updates, and maintenance as per the format agreed upon by the Parties.
3. **Service Availability.** The Service will be available all the time unless there is scheduled maintenance, which shall be communicated by the Company to the Customer accordingly in writing.
4. **Data Handling.** Customer data processed or stored through the Service will be handled securely and in accordance with the Company’s internal data retention and backup protocols. These policies are available to the Customer upon request.
5. **Service Limitations.** The Service does not include [Excluded Functions].
6. **Additional Services.** Any services beyond the standard scope must be de ned and approved in a separate signed agreement, with additional fees if applicable.

Any other service description not provided for under this Agreement shall be separately agreed to by the Parties in writing as an annexure or supplement to this Agreement.

**4. FEES AND PAYMENT.**

1. **Service Fee.** The Customer agrees to pay the Company a service fee of [Fee Amount] for access to the Service.
2. **Invoicing Cycle.** Invoices will be issued [Billing Frequency] and must be paid within [Payment Due Days] days from the invoice date.
3. **Late Payments.** Any overdue amount will accrue interest at a rate of [Late Fee Percentage]% per month, calculated and added [Late Fee Cycle] until full payment is received.
4. **Fee Adjustments.** The Company may change the applicable fees by giving [Fee Change Notice Period] days’ written notice. New rates will apply at the beginning of the next billing term.
5. **Taxes.** All fees are exclusive of taxes, duties, or similar charges imposed by any governmental authority. The Customer is solely responsible for paying such amounts.
6. **Non-Refundability.** Except where required by law or explicitly agreed otherwise in writing, all fees are non-refundable. This applies regardless of usage levels or termination timing.
7. **Additional Services.** Any optional or custom work outside the standard Service will require a separate written agreement and may be subject to additional charges.

**5. CUSTOMER OBLIGATIONS.**

1. In utilizing the Services, the Customer agrees to:
	1. Adhere to all applicable laws, regulations, and industry standards governing the use of the Services, and promptly comply with the Company’s published usage policies, security protocols, or operational guidelines;
	2. Implement reasonable measures to safeguard account credentials and system access, and immediately notify the Company upon discovering any unauthorized use, data breach, or security vulnerability a ecting the Services;
	3. Ensure the accuracy and legality of all materials, data, or content (collectively, **“Customer Data”**) submitted to the Services, and retain backup copies of such materials independent of thePlatform.
2. The Customer expressly agrees not to:
	1. Misrepresent identity, manipulate authentication protocols, or circumvent access controls to exploit the Services beyond authorized scope;
	2. Copy, modify, distribute, or publicly display any proprietary software, documentation, or technology embedded in the Services without prior written consent, except as expressly permitted under mandatory statutory exceptions;
3. Engage in reverse engineering, decompilation, or disassembly of the Services’ underlying technology, except to the limited extent explicitly allowed by non-waivable provisions of applicable law;
4. Use the Services or Company-provided resources to develop, market, or operate any product or service substantially similar to or competitive with the Company’s o erings.

**6. OWNERSHIP AND INTELLECTUAL PROPERTY.**

1. **Customer Content Rights:**
	1. All intellectual property rights and ownership in Customer Data (including data, works, and materials submitted to the Services) shall remain exclusively with the Customer;
	2. No transfer of rights to Customer Data occurs under this Agreement, except for the limited license granted to the Company to provide the Services.
2. **Company Ownership:**
	1. The Software, Services, Documentation, and all improvements, modi cations, or derivative works created under this Agreement are and shall remain the sole and exclusive property of the Company or its licensors;
	2. This Agreement does not assign any rights in the Company’s technology beyond the access rights expressly stated in Section 2 (License Grant).
3. **Third-Party Technology:**
	1. Third-party components required for the Services are identi ed in the Documentation or an applicable Order;
	2. The Customer’s use of such third-party technology is subject exclusively to the terms of the relevant third-party license agreement, which shall supersede any con icting terms herein;
	3. The Company provides no warranties or indemnities for third-party technology and disclaims liability for its performance.

**7. CONFIDENTIALITY.**

Each Party agrees to treat all non-public information received from the other Party in connection with this Agreement as strictly con dential. Neither Party shall use such Con dential Information for any purpose other than to perform its obligations under this Agreement, nor disclose it to any

third party without the prior written consent of the disclosing Party. This obligation of con dentiality shall remain in e ect during the term of this Agreement and shall survive its termination.

**8. WARRANTIES.**

(a) The Company assures that the Service will generally function as described in the o cial Documentation. If the Service fails in a signi cant way to meet those described behaviors, the Customer shall promptly notify the Company in writing, and the Company shall modify such Service to make it perform substantially in accordance with the Documentation.

1. While the Company aims to deliver reliable and secure Services, it does not promise that the SaaS Services will always be available, completely error-free, or protected against viruses or disruptions. The Company does not guarantee that every issue will be resolved.
2. Except for the express commitment stated in section (a), both Parties agree that the Services are provided on an **“as is”** basis. The Company makes no other warranties, either express or implied, including but not limited to implied warranties of merchantability, suitability for a speci c use, or non-infringement.

**9. LIMITATIONS OF LIABILITY.**

1. **Exclusion of Indirect Damages.** To the fullest extent permitted by applicable law, neither Party shall be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of revenue, loss of business opportunities, or loss of data, arising out of or related to this Agreement or the use or inability to use the Service, even if advised of the possibility of such damages.
2. **Cap on Direct Damages.** Each Party’s aggregate liability for any and all claims arising under or in connection with this Agreement shall not exceed the total amount of fees actually paid by the Customer to the Company in the twelve (12) months immediately preceding the event giving rise to the claim.

**10. INDEMNIFICATION.**

Each Party (the **“Indemnifying Party”**) agrees to indemnify, defend, and hold harmless the other Party (the **“Indemni ed Party”**), along with its a liates, employees, permitted successors, and assigns, from and against any and all losses, damages, liabilities, penalties, costs, and expenses, including reasonable legal fees, arising out of or related to any breach of this Agreement, negligence, willful misconduct, or violation of applicable laws by the Indemnifying Party or its representatives. This obligation shall survive the termination or expiration of this Agreement.

**11. TERM AND TERMINATION.**

1. **Term of Agreement.** This Agreement begins on the E ective Date and remains in force until terminated by either Party in accordance with this Section.
2. **Termination for Cause.** Either Party may terminate this Agreement by written notice if the other Party materially breaches any provision and fails to cure such breach within [Cure Period Days] day(s).
3. **Termination for Non-Payment.** The Company may suspend or terminate the Services if the Customer fails to pay due invoices within [Payment Grace Period] day(s) following notice.
4. **Post-Termination Obligations.**
	1. The Customer shall immediately discontinue use of the Services.
	2. The Customer shall immediately pay to the Company all amounts outstanding as of the date of termination and any amounts outstanding as a result of termination.
	3. The Customer will have [Data Retrieval Period] day(s) to export its data before it may be deleted by the Company.
	4. The Company will stop using or distributing any Customer-related materials.
5. **Survival.** Provisions regarding payment, intellectual property, con dentiality, and limitation of liability will survive the expiration or termination of this Agreement.

**12. ASSIGNMENT.**

Neither Party may assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld or delayed. Any attempted assignment in violation of this provision shall be null and void.

**13. NOTICES.**

All notices under this Agreement shall be in writing and will be considered properly delivered when received in person, con rmed as delivered via email or other electronic communication, delivered the following business day if sent by an established overnight courier service, or upon con rmed receipt if sent by certi ed or registered mail with return receipt requested. Each Party is responsible for keeping the other informed of its current contact information for purposes of notice.

**14. FORCE MAJEURE.**

Neither Party shall be held liable for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from causes beyond its reasonable control, including but not limited to natural disasters, acts of government, war, terrorism, pandemics, labor disputes, power failures, or other unforeseen events that make performance commercially impracticable. The

* ected Party shall notify the other Party as soon as reasonably possible and shall make reasonable e orts to resume performance once the force majeure event is resolved.

**15. VARIATION.**

No variation of this agreement shall be e ective unless it is in writing and signed by both parties.

**16. SEVERABILITY.**

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and e ect. The Parties agree to replace any such invalid or unenforceable provision with a valid and enforceable one that most closely re ects the original intent of the provision.

**17. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of [Governing Law]. In the event that any disputes arising from this Agreement cannot be settled through arbitration, the Parties agree that such disputes shall be subject to the exclusive jurisdiction of the courts located in [Jurisdiction], including federal courts, if applicable. The Parties consent to the jurisdiction of these courts, agree to accept service of process by mail, and waive any objections to the jurisdiction or venue of such courts.

**18. ENTIRE AGREEMENT**

This Agreement represents the complete and exclusive understanding between the Parties and supersedes all prior negotiations, communications, or agreements, whether oral or written, relating to its subject matter. No amendment or modi cation of this Agreement shall be valid unless made in writing and signed by both Parties, expressly referencing this Agreement. In the event of any inconsistency between this Agreement and other related documents, the terms of this Agreement shall prevail.

**ACCEPTANCE AND SIGNATURE.**

**IN WITNESS WHEREOF,** the Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**[Customer Name]** **[Sender Company]**

Name: Name:

Signature: Signature:

Date: Date: