

White Label SaaS Agreement

This White Label SaaS Agreement (hereinafter referred to as the **“Agreement”**) is made and shall be effective as on [Effective Date] (hereinafter referred to as the **“Effective Date”**),

By and Between

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

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

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

WHEREAS, the Company has developed proprietary software that provides [Explain Purpose] (the **“Software”**), and makes such software available to customers on a subscription basis;

WHEREAS, the Customer wishes to engage the Company to deliver a customized, branded version of its proprietary Software (the **“Services”**), for use by the Customer and its Clients (as defined below), on a subscription basis, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

TERMS OF THE AGREEMENT.

1. DEFINITIONS.

(a) **“Client(s)”** means individuals or entities to which the Customer has sub-licensed the Services.

(b) **“Confidential Information”** with respect to the Disclosing Party (herein defined), means any information or materials, that is of any value or significance to the Disclosing Party, not generally known to competitors of the Disclosing Party, nor intended by the Disclosing Party for general dissemination, which is marked “Confidential”, “Proprietary” or with a legend of similar import or with respect to which the Recipient (herein defined) otherwise at any time knows, or has reason to know, that the Disclosing Party intends or expects the secrecy or confidentiality thereof to be maintained.

(c) **“Customer Data”** means all data, records, and information (including electronic and hard copy information and data that is owned or controlled by the Customer or its Clients, and that is provided to, entered into, or processed by the Services in connection with the Customer’s or its Clients’ use or license (including any sublicense) of the Services under this Agreement.

(d) **“Documentation”** shall mean the document made available to the Customer, Client, or any Authorized Users by the Company regarding the Services, which sets out a description of the Services and the user instructions for the Services.

(e) **“Order Form”** means the documents for placing orders pursuant to this Agreement that are entered into between the Company and the Customer from time to time, including addenda and supplements thereto.

2. LICENSE GRANT.

(a) Subject to the terms of this Agreement and the payment of applicable fees, the Company grants the Customer a non-exclusive, non-transferable, non-sublicensable license, during the Term, to market, sell, and provide access to the Service to its Clients, using the Customer’s own branding, resources, and sales efforts.

(b) The Customer may only provide access to the Service to third parties who are its Clients, and solely under a resale or subscription model that complies with this Agreement. The Customer may not sublicense or otherwise distribute the Service outside of this permitted use.

(c) All versions of the Service made available under this Agreement shall be branded under the Customer’s or its Clients’ names. The Company’s trademarks, trade names, logos, or other brand elements (**“Marks”**) shall not appear in the Customer’s version of the Service, unless otherwise agreed in writing by both Parties. No license to use the Company’s Marks is granted under this Agreement.

3. SERVICE DESCRIPTION.

(a) Responsibilities of the Company

(i) The Company shall provide the Services to the Customer with reasonable skill and care, and substantially in accordance with the Documentation. The Company warrants that it holds and will maintain all necessary licenses, consents, and permissions required for performing its obligations under this Agreement.

(ii) The Company does not warrant that the Services will be uninterrupted or error-free, nor that they will meet all of the Customer’s requirements. The Customer acknowledges that the Services and Documentation may be subject to limitations, delays, or failures inherent in Internet-based communications and third-party infrastructure.

(iii) The Company may temporarily suspend or limit access to the Services due to maintenance, upgrades, repairs, or relocation. It will notify the Customer in advance of any planned outages expected to last more than four (4) hours. The Company may update or modify the Services during the Term, provided such changes do not materially reduce their core functionality.

(iv) The Company shall not be liable for any unavailability or service failures resulting from causes beyond its reasonable control, including force majeure events, network or hosting outages, hardware or software failures outside its control, or denial of service attacks.

(v) If the Services fail to conform to the warranty in clause (i), and such failure is not due to misuse or unauthorized modification, the Company will use reasonable efforts to correct the issue or provide an alternative means to achieve substantially the same functionality. This shall be the Customer's sole and exclusive remedy for such non-conformance.

(vi) Nothing in this Agreement prevents the Company from entering into similar agreements with third parties, or from developing, using, selling, or licensing products or services similar to those provided under this Agreement. The Services are hosted on a secure cloud infrastructure, with automated database backups performed regularly.

(b) Responsibilities of the Customer

(i) The Customer shall maintain professional standards in marketing, sales, and customer service to uphold the reputation of both the Customer and the Company. The Customer shall deal with Clients fairly and honestly, and shall take reasonable precautions to protect the confidentiality of Company information, except as required by law.

(ii) The Customer is responsible for all activities conducted by its personnel, Clients, and Authorized Users. The Customer shall use commercially reasonable efforts to prevent unauthorized access to the Services, ensure Clients do the same, and promptly notify the Company of any unauthorized use or security breaches.

(iii) The Customer shall provide the Company with all necessary cooperation and information reasonably required for the performance of this Agreement, and shall carry out its responsibilities under this Agreement in a timely and efficient manner. The Company may adjust any affected delivery timelines in the event of Customer-caused delays.

(iv) The Customer shall ensure that it and its Clients comply with all applicable laws and regulations in connection with the use, promotion, and resale of the Services.

(v) The Customer shall ensure that its and its Clients' systems and networks comply with the technical specifications provided by the Company, and that Clients maintain appropriate access controls, including protection of login credentials.

(vi) The Customer shall ensure that it and its Clients obtain and maintain all necessary consents, licenses, and permissions required for the Company and its agents to perform their obligations under this Agreement, including the provision of the Services.

(c) Restrictions

The Customer shall not, and shall not permit any third party to:

(i) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services, except as expressly permitted by applicable law;

(ii) bypass or circumvent any usage limits, timing controls, access restrictions, or other technical limitations built into the Services;

(iii) remove, obscure, or alter any proprietary notices, trademarks, or branding elements from the Services, except as expressly permitted for re-branding purposes under this Agreement;

(iv) reproduce, frame, mirror, or display any part of the Services, or access the Services for the purpose of building a competing product or service, or copying any features, functions, or design elements of the Services.

4. FEES AND PAYMENT.

(a) **Payment Terms.** The Customer shall pay the Company the applicable fees (“**Fees**”) as set forth in the relevant Order draftData, in accordance with the terms therein. All Fees shall be paid in [Payment Currency] by credit card upon receipt of the Company’s invoice, unless otherwise specified in the Order draftData. Late payments shall accrue interest at the lesser of [Monthly Late Fee in Percentage]% per month or the maximum rate permitted by law.

(b) **Overdue Payments and Suspension.** If any amount owed by the Customer under this Agreement or any related agreement is 30 days or more overdue, the Company may, without waiving other rights:

(i) accelerate all outstanding fees to become immediately due; and

(ii) suspend access to the Services until full payment is received. The Company shall provide at least seven (7) days’ written notice before suspending Services due to non-payment.

(c) **Taxes.** All fees are exclusive of any taxes, duties, levies, or similar governmental charges (collectively, “**Taxes**”). The Customer is responsible for all Taxes associated with payments under this Agreement, excluding those based on the Company’s income, property, or employees.

If legally required, the Company may charge such Taxes and the Customer shall pay them unless a valid tax exemption certificate is provided.

5. CUSTOMER DATA.

(a) **Ownership and Use.**

(i) The Customer retains all rights, title, and interest in and to its Customer Data, including any related intellectual property rights. The Customer grants the Company a non-exclusive license to

use, process, store, transmit, and display Customer Data as necessary to deliver the Services and ensure service continuity, subject to the confidentiality obligations in Section 6.

(ii) The Company shall use Customer Data only for the purposes of this Agreement. Upon termination or expiration, the Company shall delete or return all Customer Data, except that it may retain and use anonymized, de-identified data for its internal business purposes on a non-exclusive, perpetual, and worldwide basis.

(b) **Data Security and Continuity.** The Company shall maintain appropriate measures, including disaster recovery procedures, to protect Customer Data and ensure the availability of the Services throughout the Term.

6. CONFIDENTIALITY AND NON-DISCLOSURE.

(a) **Customer Content Rights.** Each Party (the “**Recipient**”) may, in connection with this Agreement, receive confidential or proprietary information from the other Party (the “**Disclosing Party**”). The Recipient shall:

(i) hold all Confidential Information in strict confidence and not use or disclose such information for its own benefit or that of any third party without the prior written consent of the Disclosing Party;

(ii) implement reasonable safeguards to protect the Confidential Information from unauthorized access or disclosure;

(iii) ensure that its officers, directors, employees, contractors, and advisors who have access to the Confidential Information are informed of and comply with the obligations under this Agreement;

(iv) not be liable for disclosure or use of information that:

- has become publicly available through no breach by the Recipient;
- was already in the Recipient’s possession without restriction before receipt from the Disclosing Party;
- was lawfully obtained from a third party not under a duty of confidentiality; or
- was independently developed without reference to the Confidential Information.

Unauthorized disclosure or misuse of Confidential Information shall not limit the protection or remedies afforded to the Disclosing Party under this Agreement.

(b) **Ownership of Confidential Information.** All rights, title, and interest in and to the Disclosing Party’s Confidential Information, including all intellectual property rights therein, shall remain solely with the Disclosing Party.

(c) **Return or Destruction.** Upon the Disclosing Party’s written request, the Recipient shall promptly return or destroy all Confidential Information and any copies thereof (in any form), unless retention

is required by applicable law. Destruction must be certified in writing upon request. Any retained information shall remain subject to the confidentiality obligations in this Section.

(d) **Remedies.** The Parties acknowledge that any unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity.

(e) **Survival.** The obligations in this Section shall survive for five (5) years following the termination or expiration of this Agreement, except that obligations concerning trade secrets shall survive for as long as such information remains a trade secret under applicable law.

7. TERM AND TERMINATION.

(a) **Initial Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of [Initial Term in Months] month(s) (the “**Initial Term**”).

(b) **Renewal Term.** Thereafter, this Agreement shall automatically renew for additional periods of [Renewal Term in Months] month(s) (each, a “**Renewal Term**”, and together with the Initial Term, the “**Term**”), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. If the Company ceases operations or provides notice of termination, the Customer shall have the right to continue providing software support services to its Clients using its own or a third-party content management interface.

(c) **Modifications.** The Company reserves the right to modify this Agreement and any related policies at its sole discretion, with or without prior notice to the Customer.

(d) **Termination.** This Agreement may be terminated:

(i) by either Party upon seven (7) days’ written notice to the other Party;

(ii) by the Company, if the Customer fails to make any payment due under this Agreement within thirty (30) days of receiving written notice of delinquency;

(iii) by either Party, if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice;

(iv) by either Party, immediately upon notice, if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or otherwise ceases to operate in the ordinary course of business.

(e) **Outstanding Payments.** Termination of this Agreement shall not relieve the Customer of its obligation to pay any amounts due and outstanding at the time of termination.

8. INTELLECTUAL PROPERTY.

(a) As between the Company and the Customer, the Company retains all right, title, and interest, including all Intellectual Property Rights, in and to the Software, Services, Documentation, and all other Company materials (“**Company Materials**”), except for the limited, non-exclusive rights expressly licensed to the Customer under this Agreement. The Customer must not use the Company Materials or any part thereof, nor permit any use of the Company Materials other than as expressly permitted under this Agreement. The Customer must not represent or assert that it has any right, title, or interest in or to the Company Materials, other than those expressly licensed under this Agreement. No implied licenses are granted under this Agreement.

(b) The Customer grants to the Company, for the Term of this Agreement, a non-exclusive, limited, royalty-free license to use the Customer’s trademarks, trade dress, graphics, packaging designs, artwork, and other branding as the Customer may specify from time to time (collectively, the “**Customer Brand Attributes**”) solely in connection with providing the Services. The Company shall have the right to grant a sublicense of the Customer Brand Attributes to its authorized contractors and affiliates for the Services for the sole purpose of performing or facilitating the performance of the Services hereunder. The Company acknowledges that its use of the Customer Brand Attributes inures to the benefit of the Customer and that the Company shall not acquire any rights therein, other than as expressly set forth in this Agreement.

9. SUPPORT AND MAINTENANCE SERVICES.

Support and Maintenance Services entitle the Customer to the following during our business hours [Business Support Hours], Monday to Friday, except holidays:

(a) Telephone or electronic support to help the Client locate and correct problems with the Software.

(b) Bug fixes and code corrections to correct Software malfunctions to bring such Software into substantial conformity with the operating specifications.

(c) All extensions, enhancements, and other changes that the Company, at its sole discretion, makes or adds to the Software and which the Company furnishes, without charge, to all other subscribers of the SaaS Service.

10. LIMITATIONS OF LIABILITY.

(a) Under no circumstances shall the Company or its affiliates be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of, or inability to use, the Services. This includes, without limitation, damages resulting from reliance on information obtained from the Services, data loss or corruption, service interruptions, or unauthorized access to the Company’s systems.

(b) This limitation applies regardless of the cause of action, whether in contract, tort (including negligence), strict liability, or otherwise, and whether or not the Company has been advised of the possibility of such damages.

(c) The Customer acknowledges and agrees that these limitations of liability apply to all Services provided under this Agreement, and to all acts or omissions of the Company and its affiliates related to the Services.

(d) In no event shall the Company be liable for any loss of profits, revenue, business opportunities, or goodwill, whether such losses are direct or indirect.

(e) The terms of this Section shall survive the expiration or termination of this Agreement for any reason.

11. FORCE MAJEURE.

Neither Party shall be liable for any failure in performance of the obligation under this Agreement due to cause beyond that Party's reasonable control (including and not limited to any pandemic, fire, strike, act or order of public authority, and other acts of God) during the pendency of such event.

12. SEVERABILITY.

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effect until the Agreement's termination.

13. NOTICES.

Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the mentioned address.

14. 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.

15. INDEMNIFICATION.

Each party agrees to indemnify and hold the other Party harmless, its respective affiliates, employees, and permitted successors and assigns against any losses, claims, damages, penalties, liabilities, punitive damages, expenses, reasonable legal fees of whatsoever kind or amount, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective affiliate or successors and any assign that occurs in connection with this Agreement. This section remains in full force and effect even after the termination of the Agreement.

16. ASSIGNABILITY.

Neither Party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other Party, which shall not be unreasonably withheld.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding of the Parties, revokes and supersedes all prior agreements between them, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing, signed by the Parties hereto, and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may conflict with it.

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]

[Company Name]

Name:

Name:

Signature:

Signature:

Date:

Date: