



# PROPOSAL KIT SAMPLE

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## SOFTWARE AS A SERVICE (SAAS) AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth and define an arrangement under which Company will provide Software as a Service ("SAAS" or "Service") for the benefit of the Customer.

As a service, the standard SAAS Agreement with Company is provided below.

Subject to the following terms and conditions of this Agreement, Company will provide SAAS for Customer:

### 1. Specifications.

Company agrees to provide Customer with SAAS according to the attached Specifications (the "Specifications") as defined in Exhibit B, attached hereafter.

#### 1.1 Services Definitions.

"Software" shall mean the Software or Program(s) to be provided by Company to Customer under this Agreement.

"Services" shall mean the services to be provided by Company to Customer under this Agreement. A complete list of services provided may be found under Exhibit B – the Specifications.

"SAAS" shall mean both the Software and the Services provided by Company to Customer as described by the Specifications.

"Subscription Fee" shall mean the reoccurring fee paid to Company as compensation for continued use of the SAAS.

Customer Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

"Support Services" shall mean any help, support, setup, installation, or other assistance as described by the Specifications.

"Consulting Services" shall mean any additional services as described by the Specifications.

"Source Code" shall mean the readable forms together with make and build files.

"Delivery" shall mean the SAAS as transmitted by Company to Customer electronically and in accordance with security measures agreed upon by both parties as described in the Specifications.

"Company Materials" shall mean any software, code, data, graphics or other materials or resources transmitted to Customer in order to provide any of the services under this Agreement.

## **1.2 Services Provisions.**

### **Rights and License Granted.**

Under the Company's SAAS agreement, Customer shall not be granted any rights or license to the Software or Services. Customer acknowledges that through its subscription payments to Company it is granted access to the Software and Services. Customer further acknowledges that at no time shall it be entitled to download, distribute, install or otherwise redistribute the Software in any form not explicitly covered by this Agreement. The Customer understands that access to the Software ends when one of the following events takes place: 1) Customer fails to make a subscription payment; 2) Customer violated the Company Acceptable Use Policy ("AUP") or 3) Customer cancels its subscription with a 30-day written notice and Customer's account is paid in full.

### **Limitations to Rights and License.**

At no time will Customer hold title to or ownership of any of the SAAS, Company Data or Source Code or any Materials provided to Customer during the term of this Agreement.

### 1.3 Length of Service.

Customer agrees to an initial six (6) month or twelve (12) month contractual term of service ("Term"). The length of contract required is based on the type of service desired by Customer and shall be determined solely by Company as defined in Exhibit A.

### 1.4 Service Start Date.

The first subscription payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon

## DEMO CONTRACT

This demo contract has been truncated. The complete 4 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/software-development-contracts/software-as-a-service-saas-agreement.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

