

SAMPLE CONTRACT PACK DOCUMENT

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For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

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https://www.proposalkit.com/htm/business-proposal-writing-tips.htm

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SOFTWARE AS A SERVICE (SAAS) CLIENT APPLICATION LICENSE (CAL) AGREEMENT

<< Note – a CAL License is also a SAAS End-user license agreement. This agreement assumes that it is enacted by either the initial use/unwrapping of a software product, or through an agreement made online. Typically this is done by including a checkbox or initial box in the software or web site instead of a printed signature. >>

PLEASE READ CAREFULLY: THIS AGREEMENT is a legal agreement between you ("End-user") and <<Company>> ("Company") for a single client application license ("CAL" or "Seat") for << Insert the name of the Software or Product >>. By using this software you agree to be bound to the following terms and conditions. If you do not agree to the following terms and conditions, you may not use the software.

1. Use of Software and limitation of License.

Company agrees to provide to you all <<Company>> software, documents, media, printed material, data, accessories or any other material included with this license and 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 End-user under this Agreement.

"Services" shall mean the services to be provided by Company to End-user 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 End-user as described by the Specifications.

"Client Machine" shall mean any computer or workstation in which the Software is accessed or installed.

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

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

"Client Application License" shall mean a single license for a single registered user.

"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 End-user 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 End-user 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, End-user shall not be granted any rights or license to the Software or Services. End-user acknowledges that it is granted access to the Software and Services on a subscription basis and subject to the payment terms and End-user access may be governed by additional subscription access restrictions. End-user 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 End-user understands that access to the Software ends when one of the following events takes place: 1) End-user fails to make a subscription payment; 2) End-user violated the Company Acceptable Use Policy ("AUP").

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Limitations to Rights and License.

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

1.3 Length of Service.

The length of contract required is based on the type of service defined in Exhibit A.

1.4 Service Start Date.

Service start date shall begin based on the type of service defined in Exhibit A.

1.5 SAAS Customization.

End-user acknowledges that the SAAS is

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-client-application-license.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.

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This contract document is included in the <u>Proposal Kit Professional</u> and one or more <u>Contract Pack</u> products.

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



