EW SIGNATURE

**SOFTWARE AS A SERVICE AGREEMENT**

**TEMPLATE**

**Software as a Service Agreement Template**

This Software as a Service Agreement, also known as the "Agreement," was entered into on this day (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), also known as the "Effective Date," between:

**{Account.Name}**, also known as the "Supplier," whose office is located at **{Account.BillingStreet}, {Account.BillingCity}, {Account.BillingState}, {Account.BillingPostalCode}**, and

**{Name}**, also known as the "Customer".

Together, the terms "Party" or "Parties" refer to the Supplier and the Customer.

WHEREAS, the supplier has created certain software and online applications that it enables clients to connect to their systems via the Internet;

WHEREAS, the client wishes to utilize the supplier's apps for business purposes; and

WHEREAS, the following terms and conditions apply to the Supplier's provision of said applications to the Customer, who consents to use and pay for the Supplier's services:

**Services**

subscription services from the website **{Account.Website}** that the Supplier offers to the Customer in accordance with this Agreement.

**Documentation**

explains the papers that the supplier makes available to the customer on the **{Account.Website}** website. The description at the aforementioned URL lists all of the services that the supplier provides, along with usage guidelines.

**Support Services Policy**

comprises the assistance that the Supplier offers concerning the services that are offered at **{Account.Website}**.

**Authorized Users**

Users who are permitted to use the Services and Documentation by the Customer, such as independent contractors, agents, or employees.

**User Subscriptions**

The Customer and their Authorized Users can access the Services and Documentation through the subscription they acquired under this Agreement.

**Customer Data**

information entered by the supplier, the customer, or authorized users. In order to utilize the Services or to make it easier for the Customer to use them, the Supplier may enter Customer Data on the Customer's behalf.

Normal Business Hours

Regular Business Hours

For the purposes of this Agreement, "Normal Business Hours" refers to local (time zone) time from (business opening time) to (business closing time), specifically from (business opening day, such as Monday) to (business closing day, such as Friday), excluding holidays (if any). For the purposes of this Agreement, the Supplier's weekend work hours are not considered "Normal Business Hours."

Software

The online software programs that the supplier offers the client as part of its services

Virus

Anything that could influence, hinder, or stop some aspects of the services or documentation's functionality, including software, files, code, or programs.

User subscriptions terms

During the Subscription Terms, the Supplier gives the Customer a non-exclusive, non- transferable right to allow the Authorized Users to use the Services and Documentation only for internal business purposes.

Regarding the Customer's Authorized Users, the Customer consents to: 1. Not use more than one Authorized User per User Subscription; 2. Not use more than one Authorized User per User Subscription; 3. Not transmit or distribute any viruses or anything that might be construed as illegal, sexually explicit, violent, discriminatory, threatening, offensive, harassing, obscene, or a direct encouragement to cause harm to a person or their property.

As a result, if the Customer willfully violates or wishes to violate this provision, the Supplier retains the right to delete and/or disable the Customer's access to any materials.

Additional user subscriptions terms

The Customer is permitted to purchase more User Subscriptions throughout the Subscription Term, as specified in "Fees and service term." To accomplish this, the client has to:

Send a written request to the supplier for the additional number of user subscriptions.

In the event that the Supplier consents, the Customer is required to pay the extra User Subscriptions in the amount specified in "Fees and service term."

**Fees and service term**

As a part of this Agreement, the fees and service term on the Effective Date are as follows: Subscription fees

Depending on the number of user subscriptions, the monthly membership fees will come to

$**{Amount}** per user subscription.

Additional user subscription fees

Additional User Subscriptions can be purchased by the customer for $**{Amount}** each month.

**Subscription term**

The first term of the subscription will end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Customer data**

In accordance with applicable legislation, the Customer guarantees the Supplier that the Customer Data will not infringe upon any intellectual property rights or other legal rights, nor will it violate any statutes, rules, or laws in any country.

The client commits to making a daily backup copy of their data that is enough for restoration in the event that it becomes necessary. The Supplier disclaims all liability for any data loss the Custom

er may experience as a result of usage, including data loss from viruses or blackouts.

Support services

During regular business hours, the supplier will provide the customer with a help desk. The Supplier commits to offering Support Services with fair expertise and consideration.

Support services can be requested or received by the customer via the help desk, and the supplier will reply as soon as possible. If any sum owed by the customer to the supplier is not paid within a minimum of \_\_\_\_\_\_\_\_\_\_\_\_, the supplier has the right to discontinue support services.

Charges and Payments

Fees and Remittances Throughout the period, the Supplier may occasionally send the Customer bills for the charges.

Within \_\_\_\_\_\_\_\_\_ days of the invoice being issued, the Customer must pay the Supplier the aforementioned Payments or Charges. The client has to pay the fees by: (Verify all applicable

**Check for Debit Credit Bank Transfer**

The Supplier may impose interest at the rate of \_\_\_\_\_\_\_\_% per (week/month/year) until the Customer settles their debts if the Customer fails to pay any portion of the impose owed to the Supplier under this Agreement.

**Limitation of Liability**

Nothing in this agreement will: 1. restrict liability for negligence-related personal injury or death;

hold parties accountable for any lost business, contracts, or opportunities;

restrict liability for fraudulent misrepresentation;

hold parties accountable for any lost savings or profits;

restrict liability not permitted by related laws; or

forbid liability that may not be excluded by applicable law.

**Proprietary Rights**

This Agreement does not permit any intellectual property rights to be assigned or transferred from the Supplier to the Customer or from the Customer to the Supplier. All of the services and documentation covered by this agreement are owned by the supplier.

**Terms and Termination**

This Agreement may be terminated by either Party by providing the other Party with written notice at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any party may instantly dissolve the agreement if the other party violates the conditions of the contract. The Agreement will end if either Party dissolves, stops conducting all of its business, becomes bankrupt, or is unable to pay its debts.

**General Terms**

**No waiver**

Except with the explicit assent of the party not at fault, a breach of said agreement cannot be waived.

**Severability**

All other terms of this agreement shall remain in force even if a court or other appropriate authority finds any of them to be illegal or unenforceable.

**Entire Agreement**

All prior written and verbal agreements, understandings, and representations made by the Parties are superseded by this agreement, which contains the entirety of the agreement between the Supplier and the Customer.

**Governing Law**

**{Account.BillingState}** shall control the construction and enforcement of this Agreement. The parties acknowledge that any claim or disagreement arising out of this Agreement may only be resolved by the courts of **{Account.BillingState}**.

**Sign and date this agreement below**

|  |  |
| --- | --- |
| **Customer**:**{Account.Name}** from sign | **Supplier**:**{Name}** from sign |
| **Signature Of Customer :** | **Signature Of Supplier:** |