Creating a contract for selling **SaaS (Software as a Service) programs** involves several important legal considerations, such as subscription terms, payment conditions, intellectual property rights, user responsibilities, service levels, and dispute resolution. Below is a template for a **SaaS Agreement** that outlines the key elements of the relationship between you (the SaaS provider) and your customers. Please note that this is a general guide, and you should consult with a legal professional to ensure the contract is compliant with applicable laws in your jurisdiction and tailored to your specific business.

SaaS AGREEMENT

This **SaaS Agreement** ("Agreement") is entered into by and between:

Provider:
[Your Company Name]
[Your Company Address]
[City, State, Zip Code]
("Provider" or "We")

Customer:
[Customer's Name or Company Name]
[Customer's Address]
[City, State, Zip Code]
("Customer" or "You")

Effective Date: [Date]

1. DEFINITIONS

For the purposes of this Agreement:

- **"SaaS"** refers to the software services provided by the Provider, including all associated software, documentation, updates, and features.
- **"Subscription Term"** refers to the duration of the subscription for SaaS services, as outlined in Section 3.
- **"User"** refers to individuals authorized by the Customer to access and use the SaaS.
- **"Account"** refers to the unique login credentials provided to the Customer for access to the SaaS platform.

2. GRANT OF LICENSE

Provider grants Customer a non-exclusive, non-transferable, and limited license to access and use the SaaS under the terms of this Agreement during the Subscription Term.

- **License Scope**: The SaaS may only be used for the Customer's internal business purposes and may not be resold or sublicensed to third parties without the Provider's prior written consent.
- **Limitations**: The Customer is prohibited from copying, modifying, reverse engineering, or otherwise altering the SaaS except as expressly authorized by the Provider.

3. SUBSCRIPTION TERM AND PAYMENT

- **Subscription Term**: The subscription to the SaaS begins on the Effective Date and continues on a [monthly/annual] basis unless terminated in accordance with this Agreement.
- **Fees**: Customer agrees to pay the fees for the SaaS as specified in the attached **Exhibit A** (Pricing). Payment is due [monthly/annually] in advance, and Provider will invoice the Customer accordingly.
- **Payment Terms**: All payments are due within [X] days of the invoice date. Late payments will incur a fee of [X]% per month or the maximum rate permitted by law.
- **Renewal**: Unless terminated by either party in accordance with Section 8, this Agreement will automatically renew for successive renewal periods of the same length as the initial Subscription Term.

4. PROVIDER'S OBLIGATIONS

- **Access**: Provider will make the SaaS available to Customer 24/7, subject to scheduled downtime for maintenance, updates, or unforeseen outages.
- **Support**: Provider will offer reasonable technical support as outlined in **Exhibit B** (Support Services). Support will be available during standard business hours or through an emergency support channel as needed.
- **Updates**: Provider will provide updates, patches, or enhancements to the SaaS as they become available, at no additional charge unless otherwise specified.

5. CUSTOMER'S OBLIGATIONS

- **Account Security**: Customer is responsible for maintaining the security and confidentiality of its account and login credentials. Customer agrees to notify the Provider immediately if there is any unauthorized use of their account.
- **Compliance**: Customer must ensure that its use of the SaaS complies with all applicable laws and regulations, including data protection and privacy laws.
- **Prohibited Activities**: Customer will not:
    - Use the SaaS for unlawful purposes.
    - Interfere with the Provider's services or systems.
    - Share or resell the SaaS to third parties without prior written consent.

6. DATA SECURITY AND PRIVACY

- **Data Ownership**: Customer retains ownership of all data entered or stored within the SaaS platform. Provider will not use, disclose, or access the Customer's data except as necessary to perform the services or as required by law.
- **Data Protection**: Provider will implement reasonable measures to protect the Customer's data, including encryption and secure storage, in accordance with applicable data protection laws.
- **Data Breach**: In the event of a data breach, Provider will notify the Customer as soon as reasonably possible and take reasonable steps to mitigate the breach.

7. INTELLECTUAL PROPERTY

- **Ownership**: Provider retains all right, title, and interest in and to the SaaS, including all associated intellectual property rights, except for the data provided by the Customer.
- **Customer Feedback**: Any feedback, suggestions, or improvements submitted by the Customer regarding the SaaS will be the property of the Provider, who may use it without restriction.

8. TERMINATION

- **Termination for Convenience**: Either party may terminate this Agreement upon [X] days' written notice to the other party.
- **Termination for Cause**: Either party may terminate this Agreement immediately if the other party breaches any material term of the Agreement and fails to cure the breach within [X] days after receiving written notice.
- **Effect of Termination**: Upon termination, Customer will immediately cease using the SaaS and Provider will, upon Customer's request, return or destroy any Customer data stored on the SaaS, in accordance with applicable data protection laws.

9. LIMITATION OF LIABILITY

- **No Liability for Indirect Damages**: Neither party will be liable for any indirect, incidental, special, or consequential damages, including loss of profits, data, or business opportunities, arising out of this Agreement.
- **Maximum Liability**: The maximum liability of either party under this Agreement will not exceed the total amount paid by the Customer to the Provider in the [12] months preceding the event giving rise to the claim.

10. CONFIDENTIALITY

- **Confidential Information**: Both parties agree to keep confidential all non-public information disclosed during the term of this Agreement, including business plans, technical data, and customer information.
- **Exceptions**: The confidentiality obligations do not apply to information that is publicly available, lawfully obtained from third parties, or required to be disclosed by law.

11. DISPUTE RESOLUTION

- **Negotiation**: In the event of a dispute, both parties agree to first attempt to resolve the issue through informal negotiations.
- **Arbitration**: If a resolution is not reached, the dispute will be resolved by binding arbitration in [City, State], in accordance with the rules of the [American Arbitration Association].
- **Governing Law**: This Agreement will be governed by and construed in accordance with the laws of the state of [State], without regard to its conflict of law principles.

12. MISCELLANEOUS

- **Entire Agreement**: This Agreement constitutes the entire understanding between the parties with respect to the SaaS and supersedes all prior agreements or understandings.
- **Amendment**: Any amendments to this Agreement must be in writing and signed by both parties.
- **Force Majeure**: Neither party will be liable for failure to perform due to circumstances beyond its reasonable control, such as acts of God, war, or governmental regulations.

EXHIBIT A: PRICING

[Detail the pricing structure, including subscription fees, billing frequency, and any additional charges (e.g., for additional users, support, or premium features).]

EXHIBIT B: SUPPORT SERVICES

[Outline the level of support provided, including response times, hours of availability, and how customers can request support (e.g., via phone, email, or online chat).]

By signing below, the parties agree to the terms of this SaaS Agreement:

Provider:
[Your Company Name]
Signature: _____
Name: _____
Title: _____
Date: _____

Customer:
[Customer's Name or Company Name]
Signature: _____
Name: _____
Title: _____
Date: _____

Notes:

1. **Customization**: You can modify the terms based on your specific SaaS offering, customer type, and business needs.
2. **Legal Review**: It's essential to have the contract reviewed by a legal professional to ensure it meets all regulatory requirements and effectively protects your interests.

This template provides a strong foundation for a SaaS contract but should be adapted to suit your unique business model and legal obligations.