

# SOFTWARE AS A SERVICE (SaaS) AGREEMENT

Parties: \_\_\_\_\_

## 1. Definitions

In this Agreement, unless the context otherwise requires: “Agreement” means this contract including all schedules; “Business Day” means any day other than a Saturday, Sunday or public holiday in England; “Confidential Information” means any information designated as confidential or which ought reasonably to be considered confidential; “Customer Data” means all data inputted or uploaded by the Customer to the Service; “Service” means the SaaS platform and related services provided under this Agreement; “Subscription Fee” means the fee payable by the Customer for access to the Service; “User” means any person authorised by the Customer to use the Service; “UK Law” means the laws of England and Wales, including statutes and common law principles.

## 2. Grant of Licence

The Provider grants to the Customer a non-exclusive, non-transferable right to access and use the Service subject to the terms of this Agreement during the Subscription Term. The Customer shall not sublicense, resell, or distribute the Service without prior written consent.

## 3. Customer Obligations

The Customer shall ensure that all Users comply with this Agreement. The Customer is responsible for all activity that occurs under its account. The Customer shall provide accurate information and maintain the confidentiality of access credentials.

## 4. Subscription Fees and Payment

The Customer shall pay the Subscription Fee in accordance with the Payment Terms specified in the applicable Order Form or Schedule. All amounts are exclusive of VAT or other applicable taxes, which shall be paid by the Customer. Payments shall be made in Pounds Sterling unless otherwise agreed.

## 5. Service Levels

The Provider shall use reasonable endeavours to ensure the Service is available 99.9% of the time measured over a calendar month, excluding scheduled maintenance. Downtime shall be notified in advance where possible. The Provider shall maintain appropriate security measures to protect the Service.

## 6. Intellectual Property Rights

All intellectual property rights in the Service and any associated materials are owned by the Provider or its licensors. The Customer shall not copy, modify, create derivative works, or reverse engineer the Service except as expressly permitted by law.

## 7. Data Protection and Privacy

Each party shall comply with applicable data protection legislation, including the UK GDPR and Data Protection Act 2018. The Provider shall process Customer Data only as necessary to provide the Service and as instructed by the Customer. The Customer warrants that it has all necessary consents for such processing.

## **8. Confidentiality**

Each party shall keep Confidential Information strictly confidential and use it only for the purposes of performing this Agreement. Confidential Information shall not be disclosed to any third party without prior written consent, save as required by law.

## **9. Warranties and Disclaimers**

The Provider warrants that the Service will materially conform to the documentation provided. Except as expressly stated, the Service is provided 'as is' without other warranties, including implied warranties of merchantability or fitness for a particular purpose.

## **10. Limitation of Liability**

Neither party shall be liable for any indirect, incidental, consequential, special or punitive damages, or loss of profits, revenue, data or goodwill. The Provider's total aggregate liability under this Agreement shall not exceed the total Subscription Fees paid by the Customer in the 12 months preceding the claim.

## **11. Term and Termination**

This Agreement commences on the date of acceptance and continues for the Subscription Term specified, automatically renewing unless terminated by either party with at least 30 days' notice prior to renewal. Either party may terminate for material breach if not remedied within 30 days of written notice. Upon termination, the Customer shall immediately cease use of the Service.

## **12. Effects of Termination**

Upon termination, the Customer's access to the Service will be disabled. The Provider shall, upon Customer's request within 30 days of termination, return or delete Customer Data, except as required to comply with legal obligations.

## **13. Force Majeure**

Neither party shall be liable for failure or delay in performing obligations due to causes beyond reasonable control, including acts of God, war, terrorism, strikes, or governmental actions. The affected party shall notify the other promptly and resume performance as soon as practicable.

## **14. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with this Agreement.

## **15. Entire Agreement**

This Agreement, including all schedules and any Order Forms, constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior agreements and understandings, whether written or oral.

**16. Amendments**

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorised representatives of both parties.

**17. Notices**

All notices under this Agreement shall be in writing and delivered by hand, first-class post, or recognised overnight courier to the addresses specified by the parties. Notices shall be deemed received on delivery or, if sent by post, three Business Days after posting.

**18. Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace the invalid provision with a valid provision that most closely approximates the intent of the original.

**19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic signatures and scanned copies shall be deemed valid for all purposes.

**SERVICE PROVIDER SIGNATURE**

**CUSTOMER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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