

SAAS SUBSCRIPTION AGREEMENT

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This SaaS Subscription Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CUSTOMER ADDRESS] ("**Customer**").

Provider and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Provider operates a cloud-based software-as-a-service platform and is willing to provide Customer access to that platform on a subscription basis. Customer wishes to subscribe to the platform for its internal business purposes. The specific subscription is described in one or more Order Forms that reference this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Service. "**Service**" means the cloud-hosted software application and related services described in an Order Form, made available by Provider on a subscription basis, together with any Documentation and any updates Provider makes generally available.

1.2 Order Form. "**Order Form**" means an ordering document signed or accepted by both Parties that references this Agreement and specifies the subscription plan, the number of users or other usage metric, the Subscription Term, and the fees.

1.3 Authorized Users. "**Authorized Users**" means Customer's employees and contractors whom Customer authorizes to use the Service, up to the number of seats specified in the applicable Order Form.

1.4 Customer Data. "**Customer Data**" means any data, content, or information that Customer or its Authorized Users submit to or generate in the Service.

1.5 Documentation. "**Documentation**" means Provider's then-current user guides and technical documentation for the Service.

1.6 SLA. "**SLA**" means the service level agreement set out in **Exhibit A**.

2. Provision of the Service

2.1 Access grant. Subject to this Agreement and Customer's payment of fees, Provider grants Customer a non-exclusive, non-transferable right to access and use the Service during the Subscription Term, solely for Customer's internal business purposes and within the usage limits in the applicable Order Form.

2.2 Authorized Users. Customer is responsible for its Authorized Users' compliance with this Agreement and for all activity under its accounts. Customer will keep login credentials confidential and notify Provider promptly of any unauthorized access.

2.3 Provider responsibilities. Provider will: (a) make the Service available in accordance with the SLA; (b) provide support as described in **Exhibit B**; and (c) implement reasonable administrative, technical, and physical safeguards designed to protect Customer Data.

2.4 Updates. Provider may update the Service from time to time. Provider will not materially decrease the core functionality of the Service during a paid Subscription Term without Customer's consent.

3. Restrictions and Acceptable Use

3.1 Restrictions. Customer will not, and will not permit any Authorized User or third party to: (a) license, sublicense, sell, resell, rent, or otherwise make the Service available to a third party except as expressly permitted; (b) reverse engineer or attempt to derive the source code of the Service; (c) copy, modify, or create derivative works of the Service; (d) access the Service to build a competing product; or (e) use the Service in violation of applicable law or in a manner that could harm or overburden the Service.

3.2 Acceptable use. Customer will not upload to the Service any material that is unlawful, infringing, or harmful, or any malware, and will comply with any acceptable use policy referenced in an Order Form.

3.3 Usage limits. Customer will not exceed the usage limits in the Order Form. If Customer exceeds them, the Parties will work in good faith to align Customer's subscription with its actual use, and additional fees may apply.

4. Fees and Payment

4.1 Subscription fees. Customer will pay the subscription fees stated in each Order Form. Unless an Order Form states otherwise, fees are based on the subscription plan and committed usage, regardless of actual usage.

4.2 Invoicing and payment. Provider will invoice Customer **[ANNUALLY IN ADVANCE / MONTHLY / AS STATED IN THE ORDER FORM]**, and Customer will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

4.3 Taxes. Fees are exclusive of taxes. Customer is responsible for all sales, use, and similar taxes, except taxes based on Provider's net income.

4.4 Late payment and suspension. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Provider may suspend the Service on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

4.5 Fee changes. Provider may change subscription fees effective at renewal by giving notice at least **[NUMBER, e.g. 60]** days before the end of the then-current Subscription Term.

5. Data Protection and Security

5.1 Ownership of Customer Data. As between the Parties, Customer owns all Customer Data. Customer grants Provider a limited license to host, process, and transmit Customer Data solely to provide and support the Service.

5.2 Security. Provider will maintain a security program with administrative, technical, and physical safeguards appropriate to the nature of the Customer Data, as further described in **Exhibit C**.

5.3 Data processing and privacy. Each Party will comply with applicable data protection laws. Where Provider processes personal data on Customer's behalf, the Parties will enter into a data processing addendum if required by applicable law.

5.4 Security incidents. Provider will notify Customer without undue delay after becoming aware of a confirmed breach of security leading to the unauthorized disclosure of Customer Data, and will provide information reasonably available to it.

5.5 Data return and deletion. On request made within **[NUMBER, e.g. 30]** days after termination, Provider will make Customer Data available for export in a commonly used format, after which Provider may delete Customer Data in accordance with its retention practices and applicable law.

6. Service Levels and Support

6.1 Availability. Provider will use commercially reasonable efforts to make the Service available in accordance with the uptime commitment in the SLA, excluding scheduled maintenance and events beyond Provider's reasonable control.

6.2 Service credits. If Provider fails to meet the uptime commitment, Customer's exclusive remedy is the service credits described in the SLA.

6.3 Support. Provider will provide technical support as described in **Exhibit B**, including support channels and target response times.

7. Confidentiality

7.1 Definition. "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including the terms of this Agreement, Customer Data, and the non-public features of the Service.

7.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

7.3 Exclusions and compelled disclosure. Confidentiality obligations do not apply to information that is public through no fault of the receiving Party, was already known without restriction, is rightfully obtained from a third party, or is independently developed. The receiving Party may disclose Confidential Information as required by law, with prompt notice where permitted.

8. Warranties, Indemnification, and Liability

8.1 Warranties. Each Party warrants that it has the authority to enter into this Agreement. Provider warrants that the Service will perform materially in accordance with the Documentation during the Subscription Term. Except for the express warranties in this Agreement, the Service is provided "as is," and Provider disclaims all other warranties to the extent permitted by applicable law.

8.2 Provider indemnity. Provider will defend Customer against third-party claims that the Service infringes that third party's intellectual property rights, and will indemnify Customer for resulting damages, subject to Section 8.5.

8.3 Customer indemnity. Customer will defend Provider against third-party claims arising from Customer Data or Customer's use of the Service in violation of this Agreement, and will indemnify Provider for resulting damages, subject to Section 8.5.

8.4 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. No settlement imposing liability or admission on the indemnified Party may be made without its consent.

8.5 Limitation of liability. Except for the excluded matters below, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability will not exceed the fees paid or payable by Customer in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability. These limits do not apply to a Party's indemnification obligations, breach of confidentiality, a Party's gross negligence or willful misconduct, or amounts owed under Section 4.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated (the "**Term**"). Each Order Form has the subscription term stated in it (the "**Subscription Term**").

9.2 Renewal. Unless an Order Form states otherwise, each Subscription Term renews automatically for successive periods equal to the initial term unless either Party gives written notice of non-renewal at least **[NUMBER, e.g. 30]** days before the end of the then-current Subscription Term.

9.3 Termination for cause. Either Party may terminate this Agreement or an Order Form on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 30]** days after written notice describing the breach.

9.4 Effect of termination. On termination, Customer's access to the Service ends, Customer will pay all fees accrued through the effective date of termination, and the data return provisions in Section 5.5 apply.

9.5 Survival. Sections 4 (for amounts accrued), 5.5, 7, 8, and 10, and any provisions that by their nature should survive, survive termination.

10. General Provisions

10.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

10.2 Order of precedence. If a conflict exists between this Agreement and an Order Form, this Agreement controls unless the Order Form expressly overrides a specific section by number.

10.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

10.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.6 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.7 Entire agreement; amendment. This Agreement, together with its Order Forms and Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

Exhibit A — Service Level Agreement (SLA)

- Uptime commitment: **[e.g. 99.9% monthly]** - Measurement and exclusions: **[DESCRIBE]** - Service credits: **[DESCRIBE CREDIT SCHEDULE]**

Exhibit B — Support

- Support channels and hours: **[DESCRIBE]** - Severity levels and target response times: **[DESCRIBE]**

Exhibit C — Security

- Safeguards and certifications: **[DESCRIBE]** - Subprocessors: **[LIST OR LINK]** - Breach notification timeline: **[DESCRIBE]**

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