

WHITE-LABEL SAAS AGREEMENT

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This White-Label SaaS 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. limited liability company] with its principal place of business at [PROVIDER ADDRESS] (the "**Provider**"); and

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

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

Recitals. Provider owns and operates a software-as-a-service platform (the "**Platform**"). Partner wishes to offer the Platform to its own customers under Partner's brand, and Provider is willing to make the Platform available on a white-label basis, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Defined terms. "**Platform**" means Provider's hosted software described in **Schedule A**, including updates Provider makes generally available. "**White-Label Service**" means the Platform as rebranded and offered by Partner under the Partner Marks. "**End Customer**" means a customer that subscribes to the White-Label Service from Partner. "**Partner Marks**" means Partner's trademarks, logos, and brand elements. "**Provider Marks**" means Provider's trademarks and logos. "**End Customer Data**" means data that End Customers or Partner submit to or generate in the Platform.

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

2. License and White-Label Rights

2.1 Grant. Provider grants Partner a non-exclusive, non-transferable, worldwide (or [TERRITORY]) right during the term to market, resell, and provide access to the White-Label Service to End Customers, and to apply the Partner Marks to the user-facing elements of the Platform as configured under Schedule A.

2.2 Branding. Provider will enable Partner to present the Platform under the Partner Marks, including [e.g. custom domain, logo, color scheme, login page]. Except where Schedule A states otherwise, the White-Label Service will not display Provider Marks to End Customers.

2.3 Restrictions. Partner will not, and will not permit others to: (a) reverse engineer, decompile, or attempt to derive the source code of the Platform, except as law permits; (b) resell the White-Label Service except as authorized; (c) remove or alter proprietary notices except to apply the Partner Marks as permitted; or (d) use the Platform to build a competing product.

2.4 Reservation of rights. Provider retains all right, title, and interest in the Platform and Provider Marks. No rights are granted except as expressly stated.

3. Partner Obligations

3.1 Sales and support. Partner is responsible for marketing the White-Label Service, contracting with End Customers, and providing first-line support to End Customers, escalating to Provider as Schedule A describes.

3.2 End Customer terms. Partner will enter into written terms with each End Customer that are no less protective of the Platform than this Agreement, including terms on acceptable use, intellectual property, disclaimers, and limitations of liability consistent with this Agreement.

3.3 Compliance. Partner will comply with applicable laws in marketing and providing the White-Label Service and will not make representations about the Platform beyond those Provider authorizes in writing.

3.4 No misuse. Partner will use commercially reasonable efforts to ensure that End Customers do not misuse the Platform and will cooperate with Provider to address misuse.

4. Provider Obligations

4.1 Provision and hosting. Provider will host, operate, and maintain the Platform and make the White-Label Service available in accordance with the service levels in **Schedule B**.

4.2 Support. Provider will provide second-line technical support to Partner as described in Schedule A and will use commercially reasonable efforts to correct material defects.

4.3 Updates. Provider may update the Platform from time to time and will give Partner reasonable advance notice of changes that materially affect the White-Label Service.

5. Fees and Payment

5.1 Fees. Partner will pay Provider the fees stated in **Schedule C**, which may include a platform fee, per-seat or usage fees, or a revenue share. Unless stated otherwise, fees are exclusive of taxes.

5.2 Pricing to End Customers. Partner sets its own prices to End Customers and is solely responsible for billing and collecting from them. Partner's obligation to pay Provider is independent of whether End Customers pay Partner.

5.3 Invoicing and late payment. Provider will invoice Partner **[MONTHLY / QUARTERLY]**, and Partner will pay each undisputed invoice within **[NUMBER, e.g. 30]** days. 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.

5.4 Suspension. Provider may suspend the White-Label Service on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date, limiting suspension to the extent practicable to reduce harm to End Customers.

6. Data Protection and Security

6.1 Ownership of data. As between the Parties, End Customer Data is owned by the applicable End Customer or Partner, not Provider. Provider may use End Customer Data only to provide and improve the Platform as permitted by Schedule A and applicable law.

6.2 Security. Provider will maintain reasonable administrative, technical, and physical safeguards designed to protect End Customer Data, as further described in **[SCHEDULE B / A SEPARATE SECURITY ADDENDUM]**.

6.3 Data processing. Where Provider processes personal data on Partner's or an End Customer's behalf, the Parties will enter into a data processing addendum that governs that processing and is incorporated by reference once executed.

6.4 Return of data. On termination, Provider will, on request, make End Customer Data available for export for **[NUMBER, e.g. 30]** days and then delete it in the ordinary course, except as law requires retention.

7. Intellectual Property and Trademarks

7.1 Mark licenses. Partner grants Provider a limited license to use the Partner Marks solely to configure and provide the White-Label Service. Provider grants Partner a limited license to use the Provider Marks only where Schedule A requires attribution. Each Party will follow the other's reasonable brand guidelines.

7.2 Feedback. If Partner provides feedback about the Platform, Provider may use it without restriction, provided Provider does not identify Partner as the source without consent.

7.3 No challenge. Neither Party will challenge the other's ownership of its respective Marks or take action inconsistent with that ownership.

8. Warranties and Indemnification

8.1 Mutual warranties. Each Party represents that it has the authority to enter into this Agreement and that its performance will not violate any other agreement.

8.2 Provider IP indemnity. Provider will defend Partner against third-party claims that the Platform, as provided by Provider and used as permitted, infringes that third party's intellectual property rights, and will indemnify Partner for resulting damages finally awarded or agreed in settlement, subject to Section 9.

8.3 Partner indemnity. Partner will defend Provider against third-party claims arising from the Partner Marks, Partner's marketing or representations, or Partner's breach of Section 3, and will indemnify Provider for resulting damages, subject to Section 9.

8.4 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability or admission on the indemnified Party without its consent.

9. Limitation of Liability

9.1 Exclusion of indirect damages. Except for the excluded matters in Section 9.3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

9.2 Liability cap. Except for the excluded matters in Section 9.3, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the fees paid or payable by Partner to Provider in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

9.3 Exclusions from the cap. The limitations in Sections 9.1 and 9.2 do not apply to: (a) a Party's indemnification obligations under Section 8; (b) a Party's breach of confidentiality or data-protection obligations; (c) a Party's gross negligence or willful misconduct; or (d) Partner's payment obligations.

10. Term, Termination, and General Provisions

10.1 Term. This Agreement begins on the Effective Date and continues for an initial term of **[NUMBER]** months/years, renewing automatically for successive **[NUMBER]**-month periods unless either Party gives

[NUMBER, e.g. 60] days' written notice of non-renewal.

10.2 **Termination for cause.** Either Party may terminate this Agreement on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 30] days after written notice, or immediately on the other's insolvency.

10.3 **Effect of termination.** On termination, Partner's white-label rights end, Partner will stop marketing the White-Label Service, and the Parties will cooperate on an orderly wind-down that protects End Customers, including the data export in Section 6.4. Accrued fees remain payable.

10.4 **Survival.** Sections 1, 5 (for accrued amounts), 6, 7, 8, 9, and 10.3 through 10.9, and any others that by their nature should survive, survive termination.

10.5 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.

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

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

10.8 **Entire agreement; amendment.** This Agreement, with its Schedules, is the entire agreement on its subject and may be amended only by a writing signed by both Parties.

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.

Schedule A — Platform, Branding, and Support. [DESCRIBE THE PLATFORM, WHITE-LABEL CONFIGURATION, SUPPORT TIERS, AND ANY ATTRIBUTION REQUIREMENTS.]

Schedule B — Service Levels and Security. [DESCRIBE UPTIME, SUPPORT RESPONSE TIMES, AND SECURITY MEASURES.]

Schedule C — Fees. [DESCRIBE PLATFORM FEE, PER-SEAT/USAGE FEES, OR REVENUE SHARE.]

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

PROVIDER

PARTNER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: _____

Date: _____

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