

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

Parties: _____

Service Provider Information:

Company Name: _____

Registered Address: _____

Company Number: _____

Contact Email: _____

Customer Information:

Name/Company: _____

Registered Address (if applicable): _____

Contact Email: _____

Agreement Details:

Service Description: _____

Subscription Plan: _____

Service Fees: _____ GBP

Billing Cycle: _____

Payment Method: _____

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: "Service" means the software-as-a-service provided by the Service Provider under this Agreement; "Customer Data" means all data input, submitted or uploaded by the Customer to the Service; "Confidential Information" means any information designated as confidential or that ought reasonably to be considered confidential.

2. Grant of Licence

Subject to the terms and conditions of this Agreement, the Service Provider grants the Customer a non-exclusive, non-transferable, worldwide licence to access and use the Service during the Term solely for the Customer's internal business purposes.

3. Service Availability and Support

The Service Provider shall use commercially reasonable efforts to ensure the Service is available 99.9% of the time during each calendar month, excluding scheduled maintenance. Support shall be provided as described in the Service Level Agreement attached as Schedule A.

4. Customer Obligations

The Customer shall: (a) use the Service only in accordance with this Agreement and all applicable laws and regulations; (b) ensure that Customer Data is accurate and lawful; (c) maintain the confidentiality of access credentials; and (d) be responsible for all activities conducted through the Customer's account.

5. Fees and Payment

The Customer shall pay the Service Fees in accordance with the payment terms set out herein. All fees are exclusive of

VAT or other applicable taxes. Payments not received by the due date shall incur interest at the rate of 4% per annum above the Bank of England base rate.

6. Intellectual Property Rights

All intellectual property rights in the Service, including any modifications or improvements made during the Term, shall remain the sole property of the Service Provider or its licensors. The Customer shall have no rights except as expressly granted in this Agreement.

7. Data Protection

Each party shall comply with all applicable data protection legislation in the United Kingdom, including the UK GDPR and the Data Protection Act 2018. The Service Provider shall process Customer Data only for the purposes of providing the Service and in accordance with the Customer's instructions.

8. Confidentiality

Each party agrees to keep confidential and not disclose to any third party any Confidential Information received from the other party except as permitted for the performance of this Agreement or as required by law.

9. Warranties and Disclaimers

The Service Provider warrants that it will provide the Service with reasonable skill and care in accordance with industry standards. Except as expressly stated, the Service is provided 'as is' and the Service Provider disclaims all other warranties, express or implied.

10. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement. The Service Provider's total aggregate liability shall not exceed the fees paid by the Customer under this Agreement in the preceding 12 months.

11. Indemnity

The Customer shall indemnify and keep indemnified the Service Provider against all losses, liabilities, damages, costs, and expenses arising from any claim that the Customer's use of the Service infringes any third party's intellectual property rights or breaches any applicable law.

12. Term and Termination

This Agreement shall commence on the date of acceptance by the Customer and continue until terminated by either party giving not less than 30 days written notice. Either party may terminate immediately for a material breach which is not remedied within 14 days of notice.

13. Effects of Termination

Upon termination, all licences granted under this Agreement shall cease and the Customer shall cease all use of the Service. The Customer shall pay all outstanding fees accrued up to the date of termination. Clauses which by their nature survive termination shall remain in force.

14. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, lockouts, or failure of utility services.

15. Entire Agreement

This Agreement, together with any schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements relating to its subject matter. No modification shall be effective unless in writing and signed by both parties.

16. Amendments

Any amendment or variation of this Agreement shall be 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, pre-paid post, or email to the addresses set forth in this Agreement or as otherwise notified in writing.

18. 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 dispute arising out of or in connection with this Agreement.

19. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and such provision shall be deemed modified to the extent necessary to make it enforceable.

20. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

SERVICE PROVIDER SIGNATURE

CUSTOMER SIGNATURE

Signature: _____

Signature: _____

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