

# SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

Jurisphere Legal | Template — For Legal Review Before Use

This Software as a Service Subscription Agreement (this "**Agreement**") is entered into as of the date last signed below or, where applicable, the date on which Customer first accesses the Services (the "**Effective Date**") between [PROVIDER LEGAL NAME], a [STATE] corporation ("**Provider**"), and [CUSTOMER LEGAL NAME], a [STATE / JURISDICTION] entity ("**Customer**"). Provider and Customer are each a "**Party**" and, together, the "**Parties**."

## **1. DEFINITIONS**

The following terms shall have the meanings set out below:

<b>"Authorized Users"</b>	The employees, contractors, and agents of Customer who are authorized by Customer to access and use the Services on Customer's behalf, subject to any user limits set out in an Order Form.
<b>"Customer Data"</b>	Any data, content, or information submitted, uploaded, or transmitted by Customer or its Authorized Users to the Services.
<b>"Documentation"</b>	The user manuals, technical specifications, help resources, and other materials that Provider makes available to Customer in connection with the Services.
<b>"Fees"</b>	The subscription fees, usage-based charges, and any other amounts payable by Customer as set out in an Order Form or this Agreement.
<b>"Order Form"</b>	A written order form, quote, or ordering document signed by both parties (or accepted by Customer electronically) that specifies the Services subscribed to, subscription tier, Authorized User limits, Fees, and Subscription Term.
<b>"Service Level Agreement" / "SLA"</b>	The service availability and performance commitments set out in Schedule B, which forms part of this Agreement.
<b>"Services"</b>	The cloud-based software platform and related services described in the applicable Order Form, made available by Provider to Customer on a subscription basis via the internet.

<b>"Subscription Term"</b>	The initial and any renewal subscription period specified in the applicable Order Form.
----------------------------	---

## **2. ACCESS AND LICENSE**

### **2.1 License Grant.**

Subject to Customer's timely payment of Fees and compliance with this Agreement, Provider grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right during the Subscription Term to access and use the Services, solely for Customer's internal business purposes and in accordance with this Agreement and the Documentation.

### **2.2 Authorized Users.**

Customer may permit its Authorized Users to access and use the Services on Customer's behalf, subject to any user seat limitations in the applicable Order Form. Customer is responsible for: (a) ensuring Authorized Users comply with this Agreement; (b) maintaining the confidentiality of Authorized User credentials; and (c) all acts and omissions of its Authorized Users in connection with the Services.

### **2.3 Restrictions.**

Customer shall not, and shall ensure that Authorized Users do not: (a) sublicense, sell, resell, transfer, assign, or make the Services available to any third party other than Authorized Users; (b) modify, translate, or create derivative works of the Services; (c) reverse engineer, decompile, or disassemble the Services; (d) access the Services to build a competing product or service; (e) use the Services in violation of applicable laws or regulations; or (f) interfere with or disrupt the integrity or performance of the Services or any data contained therein.

### **2.4 Provider Reservation.**

Provider and its licensors retain all right, title, and interest in and to the Services, including all intellectual property rights therein. No rights are granted to Customer except as expressly set forth in this Agreement.

## **3. ACCEPTABLE USE**

### **3.1 Acceptable Use Policy.**

Customer shall use the Services only for lawful purposes and in compliance with Provider's Acceptable Use Policy ("*AUP*"), as updated from time to time and available at [INSERT URL] or upon request. The AUP is incorporated into this Agreement by reference.

### **3.2 Prohibited Uses.**

Customer shall not use the Services to: (a) upload, transmit, or store unlawful, infringing, defamatory, or harmful content; (b) harass, abuse, or harm any person; (c) send unsolicited commercial messages or spam; (d) introduce viruses, malware, or other harmful code; or (e) access or attempt to access the accounts or data of other customers.

## **4. FEES, BILLING, AND TAXES**

### **4.1 Subscription Fees.**

Customer shall pay the Fees specified in each Order Form in accordance with the billing terms set out therein. Unless otherwise stated, all Fees are payable in U.S. dollars, invoiced annually [or monthly] in advance, and due within thirty (30) days of the invoice date.

### **4.2 Fee Adjustments.**

Provider may increase Fees at any time upon at least sixty (60) days' prior written notice to Customer, effective at the start of the next Subscription Term. Continued use of the Services after the effective date constitutes acceptance of the new Fees.

### **4.3 Late Payments.**

Overdue amounts shall accrue interest at the rate of 1.5% per month (or the maximum permitted by law, if lower) from the due date until paid in full. Provider reserves the right to suspend Customer's access to the Services if any undisputed amount is more than thirty (30) days past due, upon ten (10) days' prior written notice.

### **4.4 Taxes.**

Fees are exclusive of all taxes, levies, and duties imposed by taxing authorities. Customer is responsible for paying all applicable taxes, other than taxes on Provider's income. If Provider is required to collect taxes on Customer's behalf, the applicable amount will be invoiced to and paid by Customer.

## **5. CUSTOMER DATA**

### **5.1 Ownership.**

As between the parties, Customer owns all right, title, and interest in and to Customer Data. Customer grants Provider a limited, non-exclusive, worldwide license to process Customer Data solely to provide the Services and as otherwise instructed by Customer.

### **5.2 Responsibility.**

Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Data and for ensuring it has all necessary rights to upload and use Customer Data in connection with the Services.

### **5.3 Data Processing.**

To the extent that the Services involve the Processing of Personal Data on Customer's behalf, the parties agree to execute Provider's Data Processing Agreement (or Data Processing Addendum), which shall be incorporated into this Agreement by reference.

### **5.4 Data Portability and Deletion.**

During the Subscription Term, Customer may export Customer Data in a standard format as described in the Documentation. Upon termination or expiration of this Agreement, Provider shall make Customer Data available for export for a period of thirty (30) days, after which Provider may delete Customer Data in accordance with its data retention policies, unless applicable law requires otherwise.

## **6. SERVICE LEVELS AND SUPPORT**

### **6.1 Service Availability.**

Provider shall use commercially reasonable efforts to make the Services available in accordance with the SLA set out in Schedule B. In the event of any failure to meet the SLA commitments, Customer's sole remedy shall be the service credits specified in Schedule B.

### **6.2 Maintenance.**

Provider may perform scheduled maintenance that results in temporary unavailability of the Services. Provider shall provide Customer with at least forty-eight (48) hours' prior notice of scheduled maintenance where practicable. Downtime during scheduled maintenance windows shall be excluded from SLA calculations.

### **6.3 Support.**

Provider shall provide Customer with technical support in accordance with the support tier specified in the applicable Order Form. Support terms are described in Schedule C.

## **7. CONFIDENTIALITY**

Each party (as "*Receiving Party*") agrees to hold in confidence all non-public, proprietary, or confidential information disclosed by the other party ("*Disclosing Party*") in connection with this Agreement ("*Confidential Information*") and to use it only to perform obligations or exercise rights under this Agreement. Each party shall protect the other's Confidential Information with at least the same degree of care it uses for its own, and not less than reasonable care. Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was rightfully known prior to disclosure; (c) is rightfully received from a third party without restriction; or (d) is required to be disclosed by law, provided prompt prior written notice is given where permitted.

## **8. REPRESENTATIONS AND WARRANTIES**

### **8.1 Provider Warranties.**

Provider warrants that: (a) the Services will perform materially in accordance with the Documentation; (b) Provider will implement commercially reasonable security measures to protect Customer Data; and (c) Provider has the authority to grant the rights in this Agreement and the Services do not infringe any third-party intellectual property rights.

### **8.2 Customer Warranties.**

Customer warrants that: (a) it has the authority to enter into this Agreement; (b) Customer Data does not violate applicable law or infringe any third-party rights; and (c) Customer will use the Services in compliance with this Agreement and all applicable laws.

### **8.3 Disclaimer.**

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

## **9. INDEMNIFICATION**

### **9.1 By Provider.**

Provider shall indemnify, defend, and hold harmless Customer from and against any third-party claims alleging that the Services, as used in accordance with this Agreement, infringe any patent, copyright, trademark, or trade secret. If such a claim is made or threatened, Provider may, at its option: (a) procure the right for Customer to continue using the Services; (b) modify the Services to eliminate the infringement; or (c) terminate the relevant subscription and refund prepaid, unused Fees.

### **9.2 By Customer.**

Customer shall indemnify, defend, and hold harmless Provider from and against any third-party claims arising out of or related to: (a) Customer Data; (b) Customer's use of the Services in violation of this Agreement or applicable law; or (c) Customer's breach of any representation, warranty, or obligation in this Agreement.

## **10. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY; AND (B) EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (i) CUSTOMER'S PAYMENT OBLIGATIONS; (ii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (iii) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **11. TERM AND TERMINATION**

### **11.1 Subscription Term.**

The initial Subscription Term is specified in the applicable Order Form. Unless either party provides written notice of non-renewal at least **[30 / 60]** days prior to the end of the then-current Subscription Term, the Agreement and all active Order Forms shall automatically renew for successive periods equal to the initial Subscription Term.

### **11.2 Termination for Cause.**

Either party may terminate this Agreement upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice; or (b) becomes insolvent, is subject to a voluntary or involuntary bankruptcy proceeding, or ceases to conduct business.

### **11.3 Effect of Termination.**

Upon termination or expiration: (a) all subscriptions and licenses granted hereunder shall immediately terminate; (b) Customer shall cease all use of the Services; (c) each party shall return or destroy the other's Confidential Information; and (d) Customer shall pay all outstanding Fees. Provider shall make Customer Data available for export for thirty (30) days following termination, as described in Section 5.4.

## **12. GENERAL PROVISIONS**

### **12.1 Governing Law and Dispute Resolution.**

This Agreement is governed by the laws of the State of [STATE], without regard to conflict of laws principles. Any dispute not resolved through good-faith negotiation within thirty (30) days shall be submitted to binding arbitration in [CITY, STATE] under the rules of the American Arbitration Association, Commercial Rules. Either party may seek injunctive relief in any court of competent jurisdiction.

### **12.2 Force Majeure.**

Neither party shall be in breach of this Agreement for any failure or delay in performance caused by circumstances beyond that party's reasonable control, including acts of God, natural disasters, pandemic, war, government action, or internet service disruptions, provided the affected party gives prompt written notice and uses commercially reasonable efforts to mitigate the impact.

### **12.3 Assignment.**

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets, upon written notice.

### **12.4 Notices.**

Notices must be in writing and delivered by email (with read receipt or confirmation), overnight courier, or certified mail to the addresses set out in the applicable Order Form or as updated in writing.

### **12.5 Entire Agreement.**

This Agreement, together with all Order Forms, schedules, and incorporated policies, constitutes the entire agreement between the parties and supersedes all prior representations, discussions, and agreements. In the event of any conflict between the body of this Agreement and an Order Form, the Order Form shall control solely with respect to the subject matter of that Order Form.

IN WITNESS WHEREOF, the parties have executed this SaaS Subscription Agreement as of the Effective Date.

**PROVIDER:**

**CUSTOMER:**

[Provider Legal Name]

[Customer Legal Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**SCHEDULE B — SERVICE LEVEL AGREEMENT**

<b>Uptime Commitment</b>	[e.g., 99.9% monthly uptime, excluding scheduled maintenance and force majeure events]
<b>Measurement Period</b>	[e.g., calculated on a rolling monthly basis]
<b>Scheduled Maintenance</b>	[e.g., up to 4 hours per month during off-peak hours with 48 hours' advance notice]
<b>Service Credits</b>	[e.g., 10% of monthly fees for availability below 99.5%; 25% for availability below 99.0%]
<b>Credit Request Process</b>	[Describe how Customer requests credits and any applicable deadlines]
<b>Exclusions</b>	[e.g., outages due to Customer actions, third-party services, force majeure]