

SOFTWARE AS A SERVICE (SAAS) LICENSE AGREEMENT

Location: _____ Date: _____

Parties:

Licensor (Provider): _____

Licensee (Customer): _____

1. Grant of License

Licensor hereby grants Licensee a non-exclusive, non-transferable, worldwide license to access and use the SaaS application (the "Service") solely for Licensee's internal business purposes, subject to the terms and conditions of this Agreement.

2. Restrictions

Licensee shall not (a) copy, modify, or create derivative works of the Service; (b) reverse engineer, decompile, or disassemble the Service; (c) sublicense, rent, lease, or distribute the Service; or (d) use the Service to violate any applicable laws or regulations.

3. Fees and Payment

Licensee agrees to pay Licensor the fees specified in the applicable order form or invoice. All fees are due in full without offset or deduction. Licensor reserves the right to suspend access to the Service for non-payment.

4. Term and Termination

This Agreement commences upon acceptance and continues until terminated by either party upon written notice. Upon termination, Licensee's right to access the Service ends immediately. Sections relating to fees, confidentiality, warranties, indemnification, limitation of liability, and governing law survive termination.

5. Licensee Responsibilities

Licensee shall provide all necessary equipment and internet connectivity to access the Service and shall be responsible for maintaining the confidentiality of login credentials and for all activities occurring under Licensee's accounts.

6. Proprietary Rights

Licensor retains all rights, title, and interest in and to the Service, including all intellectual property rights. Licensee obtains no rights other than the limited license expressly granted herein.

7. Confidentiality

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party during the term of this Agreement and to use such information only for purposes of performing under this Agreement.

8. Warranties and Disclaimers

Licensor warrants that it has the right to grant the license. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Limitation of Liability

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising from Licensee's use of the Service or breach of this Agreement.

11. Data Privacy and Security

Licensor shall implement commercially reasonable administrative, physical, and technical safeguards to protect Licensee's data. Licensee acknowledges responsibility for compliance with applicable data protection laws and for obtaining any required consents.

12. Export Control

Licensee shall comply with all applicable export laws and regulations and shall not export or re-export the Service or any related technology.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of _____, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in _____ County, _____. THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. Entire Agreement and Amendments

This Agreement, including all exhibits and referenced documents, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by authorized representatives of both parties.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties'

original intent.

16. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government actions, labor disputes, or natural disasters.

17. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or by electronic means that confirm transmission and receipt, to the addresses specified by the parties.

18. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Signatures delivered by electronic means (e.g., PDF or DocuSign) shall be binding and deemed originals.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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