

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

Location: _____ Date: _____

PARTIES:

Provider Name: _____
Provider Address: _____
Customer Name: _____
Customer Address: _____

1. DEFINITIONS

In this Agreement, the following words shall have the following meanings unless the context otherwise requires:

"Agreement" means this Software as a Service Agreement including all Schedules and Appendices. "Services" means the software as a service and related services provided by the Provider to the Customer under this Agreement.

"Customer Data" means all electronic data or information submitted by the Customer to the Services.

2. SERVICES

The Provider shall make the Services available to the Customer pursuant to the terms of this Agreement. The Provider will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime and any unavailability caused by circumstances beyond Provider's reasonable control.

3. CUSTOMER OBLIGATIONS

The Customer shall (a) comply with all applicable laws and regulations relating to their use of the Services; (b) be responsible for all activities occurring under Customer's accounts; (c) notify the Provider immediately of any unauthorized use of Customer's account or any other breach of security.

4. FEES AND PAYMENT

The Customer shall pay the fees set forth in the applicable Order Form or as otherwise agreed in writing by the parties. All fees are exclusive of taxes, levies or duties imposed by taxing authorities, and the Customer shall be responsible for payment of all such taxes.

5. TERM AND TERMINATION

This Agreement commences on the date of execution by both parties and continues until terminated by either party in accordance with this Agreement. Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.

6. CONFIDENTIALITY

Each party agrees to protect the other party's Confidential Information with the same standard of care it uses to protect its own confidential information but in no event less than reasonable care. Confidential Information shall not include

information that is or becomes publicly available without breach of this Agreement or is independently developed.

7. DATA PROTECTION AND PRIVACY

Both parties shall comply with applicable Canadian privacy and data protection laws in relation to the processing of personal information. Provider will implement and maintain reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access or disclosure.

8. INTELLECTUAL PROPERTY

The Provider retains all ownership and intellectual property rights in the Services and any software or materials used to provide the Services. The Customer is granted only a limited, non-exclusive, non-transferable right to use the Services as expressly set forth in this Agreement.

9. WARRANTIES AND DISCLAIMERS

The Provider warrants that it will perform the Services in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED 'AS IS' AND THE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party from and against any losses, damages, liabilities, costs and expenses arising out of any claim related to the indemnifying party's breach of this Agreement, negligence or willful misconduct.

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including acts of God, natural disasters, war, terrorism, riots, labor disputes, governmental actions, or failures of telecommunications or internet service providers.

13. ASSIGNMENT

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that Provider may assign this Agreement to a successor in interest in connection with a merger or sale of substantially all of its assets.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario, without regard to its conflict of laws provisions. The parties consent to the exclusive jurisdiction and venue of the courts located in Toronto, Ontario for any disputes arising out of or relating to this Agreement.

15. NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by confirmed email, or by certified or registered mail, postage prepaid, to the addresses set forth by the parties.

16. ENTIRE AGREEMENT

This Agreement, including all Schedules and Appendices, represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, relating to the subject matter hereof.

17. AMENDMENTS

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

18. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19. WAIVER

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy or any other rights or remedies.

20. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Software as a Service Agreement by their duly authorized representatives as of the date first above written.

PROVIDER'S SIGNATURE

CUSTOMER'S SIGNATURE

Signature: _____

Signature: _____

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