

SaaS Agreement UK

Governed by the Supply of Goods and Services Act 1982 | Consumer Rights Act 2015 | Digital Markets, Competition and Consumers Act 2024
Data Protection Act 2018 / UK GDPR | Unfair Contract Terms Act 1977 | Contracts (Rights of Third Parties) Act 1999

THIS SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is entered into on the date of last signature below between the Provider and the Customer identified in Section 1.

1. PARTIES

THE PROVIDER ("Provider")

Full Legal Name / Company Name: _____

Company Registration Number: _____

Registered Address: _____

Town/City: _____ Postcode: _____

Contact Name: _____

Email: _____ Telephone: _____

THE CUSTOMER ("Customer")

Full Legal Name / Company Name: _____

Company Registration Number (if applicable): _____

Registered / Principal Address: _____

Town/City: _____ Postcode: _____

Contact Name: _____

Email: _____ Telephone: _____

Agreement Type (tick one):

- ☐ B2B — Customer is a business or organisation (governed by UCTA 1977 / SGSA 1982).
☐ B2C — Customer is a consumer (additional rights under CRA 2015 and DMCC Act 2024 apply; see Section 12).

2. DEFINITIONS

"Authorised Users" means the employees, agents, and contractors of the Customer who are permitted by the Customer to access and use the Platform under this Agreement, up to the maximum number specified in Section 4.

"Customer Data" means all data, content, and information uploaded to, stored on, or processed through the Platform by the Customer or its Authorised Users.

"Documentation" means the technical and user documentation made available by the Provider relating to the Platform, as updated from time to time.

"Intellectual Property Rights" means all copyright, database rights, design rights, patents, trade marks, trade secrets, and all other intellectual property rights of any kind, whether registered or unregistered, anywhere in the world.

"Platform" means the cloud-hosted software application(s) provided by the Provider as identified in Section 3, together with any updates, upgrades, or new versions the Provider makes generally available during the Subscription Term.

"Services" means access to the Platform together with any support, maintenance, and ancillary services described in Sections 3 and 5.

"Subscription Fee" means the fee payable by the Customer for access to the Platform as set out in Section 4.

"Subscription Term" means the period during which the Customer is entitled to access the Platform, commencing on the Start Date and continuing in accordance with Section 13.

"Working Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

3. PLATFORM AND SERVICES

Platform / Product Name: _____

Description of Services: _____

- 3.1** Subject to the terms of this Agreement, the Provider grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform during the Subscription Term solely for the Customer's internal business purposes and in accordance with the Documentation.
- 3.2** Access is limited to the number of Authorised Users specified in Section 4. The Customer shall ensure each Authorised User keeps their login credentials strictly confidential and shall notify the Provider immediately of any actual or suspected unauthorised access.
- 3.3** The Customer shall not: (a) copy, modify, adapt, or create derivative works of the Platform; (b) reverse engineer, disassemble, or decompile the Platform except to the extent permitted by law; (c) sell, resell, sublicense, or transfer access to any third party; (d) use the Platform to develop a competing product or service; or (e) use the Platform in any way that violates applicable laws or regulations.

4. SUBSCRIPTION FEES AND PAYMENT

Subscription Plan: _____ Subscription Fee (£): _____

Billing Cycle (tick one):

- ☐ Monthly
- ☐ Annual (invoiced in advance)

Maximum Authorised Users: _____ Included Storage: _____

Minimum Subscription Term: _____ Start Date (DD/MM/YYYY): _____

- 4.1** The Provider shall issue invoices in accordance with the agreed billing cycle. The Customer shall pay each invoice within thirty (30) days of the invoice date unless otherwise agreed in writing. All fees are stated exclusive of VAT, which shall be charged at the applicable rate.
- 4.2** Overdue amounts shall accrue interest at 8% per annum above the Bank of England base rate from the due date until the date of actual payment, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Provider may also suspend access to the Platform on giving seven (7) days' written notice if any invoice remains unpaid beyond thirty (30) days after its due date.
- 4.3** The Provider may increase the Subscription Fee on giving not less than thirty (30) days' written notice prior to the start of the next billing period. If the Customer does not accept the increase, it may terminate this Agreement in accordance with Section 13.2 by written notice given before the increase takes effect.

5. SERVICE LEVELS AND SUPPORT

Uptime Commitment (%): _____ Planned Maintenance Window: _____

Critical Incident Response (hours): _____ Standard Incident Response (hours): _____

- 5.1** The Provider shall use commercially reasonable endeavours to make the Platform available to Authorised Users in accordance with the uptime commitment stated above, calculated on a monthly basis excluding scheduled maintenance windows and circumstances beyond the Provider's reasonable control.
- 5.2** The Provider shall provide technical support to the Customer's nominated contact during normal business hours (09:00–17:30 UK time, Monday to Friday, excluding public holidays in England and Wales). The Provider shall respond to support requests within the timescales stated above, classified by severity.

- 5.3** The SLA commitments in this section do not apply to unavailability caused by: (a) misuse or misconfiguration by the Customer or its Authorised Users; (b) third-party services or infrastructure outside the Provider's control; (c) scheduled maintenance communicated in advance; or (d) force majeure events.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1** Platform IP. All Intellectual Property Rights in and to the Platform, Documentation, and any modifications, improvements, or derivative works thereof are and shall remain the exclusive property of the Provider. This Agreement transfers no ownership of any Intellectual Property Rights to the Customer.
- 6.2** Customer Data IP. All Intellectual Property Rights in and to Customer Data are and shall remain the exclusive property of the Customer or its licensors. The Customer grants the Provider a non-exclusive, royalty-free licence to host, copy, transmit, and process Customer Data solely to the extent necessary to provide the Services and to fulfil the Provider's obligations under this Agreement.
- 6.3** Feedback. If the Customer provides the Provider with any suggestions, ideas, or feedback regarding the Platform ("Feedback"), the Customer grants the Provider a perpetual, irrevocable, royalty-free, worldwide licence to use and incorporate such Feedback into the Platform without restriction or obligation to the Customer.
- 6.4** The Provider shall defend, indemnify, and hold harmless the Customer against any third-party claim that the Platform, as supplied and used in accordance with this Agreement, infringes that party's Intellectual Property Rights, provided the Customer gives prompt written notice of the claim and cooperates reasonably.

7. CUSTOMER DATA AND DATA PROTECTION

- 7.1** Each party shall comply with all applicable data protection legislation, including the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR). The Customer acts as the data controller and the Provider acts as a data processor in relation to any personal data contained within Customer Data.
- 7.2** Pursuant to Article 28(3) of the UK GDPR, the Provider shall: (a) process personal data only on the Customer's documented instructions; (b) ensure all personnel authorised to process personal data are bound by appropriate confidentiality obligations; (c) implement appropriate technical and organisational security measures pursuant to Article 32 of the UK GDPR; (d) not engage any sub-processor without the prior written consent of the Customer, and where consent is granted, impose equivalent data protection obligations on any sub-processor by contract; (e) assist the Customer in fulfilling its obligations to respond to data subject rights requests; (f) assist the Customer with its obligations regarding security, data breach notification, data protection impact assessments, and prior consultations; (g) upon termination or expiry, at the Customer's election, delete or return all personal data and delete existing copies unless retention is required by law; and (h) make available all information necessary to demonstrate compliance and permit audits by the Customer or its appointed auditors on reasonable notice.
- 7.3** The Provider shall notify the Customer without undue delay, and in any event within seventy-two (72) hours of becoming aware, of any personal data breach affecting Customer Data, in accordance with Article 33 of the UK GDPR.
- 7.4** The Provider shall not transfer Customer Data outside the United Kingdom unless an adequacy decision applies or appropriate safeguards are in place, including execution of the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses where required pursuant to Article 46 of the UK GDPR.
- 7.5** Customer Data will be retained for _____ days after termination, then permanently deleted.

8. CONFIDENTIALITY

- 8.1** Each party undertakes to keep strictly confidential all Confidential Information received from the other party and to use such information solely for the purposes of exercising its rights or performing its obligations under this Agreement. Each party shall restrict disclosure of the other's Confidential Information to those of

its personnel and professional advisers who have a genuine need to know and who are bound by equivalent obligations of confidentiality.

- 8.2** The obligations in clause 8.1 do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was lawfully known to the receiving party prior to disclosure without restriction; (c) is independently developed by the receiving party without use of the Confidential Information; or (d) is required to be disclosed by law or by a court of competent jurisdiction, provided that the receiving party gives the disclosing party prompt written notice wherever legally permissible.
- 8.3** These confidentiality obligations shall survive termination for _____ years.

9. WARRANTIES

- 9.1** The Provider warrants that: (a) it will perform the Services with reasonable care and skill in accordance with Section 13 of the Supply of Goods and Services Act 1982; (b) it has the right to grant the access rights set out in this Agreement; (c) the Platform will materially conform to the Documentation during the Subscription Term; and (d) the Platform does not contain any malicious code, back-doors, or functionality designed to disrupt, damage, or gain unauthorised access to the Customer's systems or data.
- 9.2** Where this Agreement is a B2C agreement (as indicated in Section 1), the Provider additionally warrants that the Platform is of satisfactory quality, fit for the purpose made known to the Provider, and as described, pursuant to Sections 34, 35, and 36 of the Consumer Rights Act 2015. These implied terms cannot be excluded or restricted.
- 9.3** The Customer warrants that: (a) it has full authority to enter into this Agreement; (b) it will use the Platform only in accordance with the Documentation and applicable law; and (c) Customer Data does not infringe any third-party rights and its collection and processing complies with applicable data protection law.

10. LIMITATION OF LIABILITY

- 10.1** Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be lawfully excluded or limited under the law of England and Wales, including any consumer rights that cannot be contracted out of under the Consumer Rights Act 2015.
- 10.2** Subject to clause 10.1, and in accordance with the Requirement of Reasonableness under Section 3 of the Unfair Contract Terms Act 1977, each party's aggregate liability to the other in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement shall not exceed:

Maximum Aggregate Liability Cap (£): _____

- 10.3** Subject to clause 10.1, neither party shall be liable to the other for any: (a) loss of profits; (b) loss of revenue or business; (c) loss of anticipated savings; (d) loss or corruption of data; (e) loss of goodwill; or (f) indirect, consequential, or special loss, however arising, even if that party has been advised of the possibility of such loss.
- 10.4** The Provider's liability for any failure to maintain the uptime commitment in clause 5.1 shall be limited to the service credits set out in any separately agreed service level agreement. Service credits are the Customer's sole and exclusive remedy for availability failures unless they amount to a material breach.

11. ACCEPTABLE USE AND SECURITY

- 11.1** The Customer shall not use the Platform to: (a) transmit, store, or process any unlawful, defamatory, abusive, obscene, or infringing content; (b) engage in any activity that interferes with or disrupts the Platform or its underlying infrastructure; (c) conduct automated data scraping, mining, or extraction without prior written consent; or (d) violate any applicable laws or regulations.
- 11.2** The Provider reserves the right to suspend access to the Platform immediately and without prior notice if it reasonably believes the Customer or an Authorised User is in material breach of this section. The Provider shall notify the Customer as soon as practicable following any such suspension.

- 11.3** Each party shall implement and maintain appropriate technical and organisational measures to protect the Platform and Customer Data from unauthorised access, use, alteration, or destruction. The Customer is responsible for ensuring that its systems and networks connecting to the Platform are adequately secured.

12. B2C SUBSCRIPTION PROVISIONS (DMCC ACT 2024)

This section applies only where the Agreement Type selected in Section 1 is B2C. Where applicable, the following provisions supplement all other terms of this Agreement and shall prevail in the event of any conflict.

- 12.1** Pre-Contract Disclosure. Before the Customer enters into this Agreement, the Provider shall clearly and prominently display: (a) that this is a recurring subscription that will automatically renew unless cancelled; (b) the billing frequency and total cost per billing period; (c) the minimum commitment duration; and (d) clear step-by-step instructions on how to cancel, in compliance with the Digital Markets, Competition and Consumers Act 2024.
- 12.2** Auto-Renewal Notice. The Provider shall send the Customer a clear, prominent written reminder notice not less than three (3) days and not more than thirty (30) days before any automatic renewal of this Agreement for a period of more than one month. The reminder notice shall state the total amount payable if not cancelled and the date of the next renewal.
- 12.3** Cooling-Off Periods. The Customer has a right to cancel this Agreement without penalty within fourteen (14) days of entering into it (initial cooling-off period) and within fourteen (14) days following any automatic renewal after a free trial or a subscription term of twelve (12) months or more (renewal cooling-off period), pursuant to the Digital Markets, Competition and Consumers Act 2024.
- 12.4** Easy Cancellation. The Customer may cancel this Agreement at any time using a single online communication via the Provider's account settings or cancellation portal. The Provider shall not require the Customer to telephone a support line, send physical correspondence, or complete more than one step to initiate cancellation. The cancellation mechanism shall be as easy to use as the mechanism used to enter into the subscription.
- 12.5** Drip Pricing Prohibition. All mandatory fees payable under this Agreement shall be included in the headline price displayed to the Customer at the point of sign-up. The Provider shall not reveal additional mandatory charges after the Customer has begun the sign-up process.

13. TERM AND TERMINATION

- 13.1** This Agreement commences on the Start Date set out in Section 4 and continues for the Minimum Subscription Term. After the Minimum Subscription Term, the Agreement shall automatically renew for successive periods equal to the original billing cycle unless either party gives written notice to terminate before the end of the then-current period.
- 13.2** Either party may terminate this Agreement for convenience by giving written notice to the other at least _____ Working Days' written notice prior to the next renewal date.
- 13.3** Either party may terminate this Agreement immediately on written notice if the other party: (a) commits a material breach that is incapable of remedy; (b) fails to remedy a remediable material breach within thirty (30) days of written notice; or (c) becomes insolvent, enters administration, liquidation, or ceases to carry on business.
- 13.4** On termination or expiry of this Agreement for any reason: (a) all access rights granted to the Customer shall immediately cease; (b) the Customer shall promptly pay all outstanding invoices; and (c) subject to clause 7.5, the Provider shall make Customer Data available for download for the data retention period specified, after which it shall be permanently deleted.

14. GENERAL PROVISIONS

- 14.1** Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance

with the law of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

- 14.2** Third Parties. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.3** Entire Agreement. This Agreement (including any schedules or order forms incorporated by reference) constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, negotiations, and understandings. Each party acknowledges that it has not relied on any representation not expressly set out in this Agreement.
- 14.4** Variation. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by an authorised representative of each party.
- 14.5** Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed without affecting the validity and enforceability of the remaining provisions.
- 14.6** Waiver. A failure or delay in exercising any right under this Agreement shall not constitute a waiver of that right. A single or partial exercise shall not preclude any further exercise of that right.
- 14.7** Notices. Any notice required under this Agreement shall be in writing and may be delivered by hand, pre-paid post, or email with read-receipt to the addresses set out in Section 1. Notices by post shall be deemed received two (2) Working Days after posting; by email, on the next Working Day after sending.
- 14.8** Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, pandemic, government action, or failure of third-party telecommunications infrastructure, provided the affected party notifies the other promptly and uses reasonable endeavours to mitigate the effects.
- 14.9** Assignment. Neither party may assign, transfer, or sub-contract its rights or obligations under this Agreement without the prior written consent of the other, not to be unreasonably withheld. Notwithstanding the foregoing, the Provider may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of all or substantially all of its business assets.

15. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below. Each signatory warrants that they have authority to bind the entity on whose behalf they sign.

SIGNED for and on behalf of THE PROVIDER:

Authorised Signatory (Signature): _____

Full Name (Print): _____

Job Title: _____ Date (DD/MM/YYYY): _____

SIGNED for and on behalf of THE CUSTOMER:

Authorised Signatory (Signature): _____

Full Name (Print): _____

Job Title: _____ Date (DD/MM/YYYY): _____

SCHEDULE A — ORDER FORM / STATEMENT OF WORK

Attach any separately agreed Order Form, Statement of Work, or Service Level Agreement as Schedule A.

SCHEDULE B — DATA PROCESSING ADDENDUM

Where the Provider processes personal data as a data processor, a fully executed Data Processing Addendum complying with Article 28(3) UK GDPR shall be appended as Schedule B and forms an integral part of this Agreement.