SAAS AGREEMENT

THIS AGREEMENT made this   day of   2010

PARTIES

1.   **PROVIDER LIMITED** of   ("Provider") and

2.   **THE CUSTOMER LIMITED** whose registered office is at …………………………………………. ("the Customer").

NOW IT IS AGREED as follows:

1.   DEFINITIONS AND CONSTRUCTION

1.1   In this Agreement the following expressions shall apply (save where the context otherwise requires):

1.1.1   **"Commencement Date"** means [_____].

1.1.2   **"Customer Data"** means all data processed by Provider or provided to Provider for processing or otherwise processed as part of the Services including, but not limited to, data generated by the website from visitor input.

1.1.3   **"Customer Equipment"** means the hardware and software which the Customer is required to have in use in order to use and enable the Services to be provided in accordance with this Agreement.

1.1.4   **"Downtime"** means a period during Service Hours during which there is total loss of the Services.

1.1.5   **"Guidelines"** means the guidelines of the Customer set out in the Proposal in relation to the use of the Services.

1.1.6   **"Initial Period"** means the period of [ ] months commencing on the Commencement Date.

1.1.7   **"Intellectual Property Rights"** means all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all rights to renew the same.

1.1.8   **"Month"** means a calendar month and "monthly" shall be construed accordingly.

1.1.9   **"Outage"** means an instance of Downtime.

1.1.10   **"Proposal"** means the proposal for the provision of services by Provider to the Customer dated [   ].

1.1.11   **"Service Fee"** means the fee of £ […….] which covers the provision of the Services for the Initial Term and is payable monthly in equal quarterly instalments.

1.1.12   **"Service Hours"** means the hours during which the Services are to be provided as set out in Schedule 1. References to "hour(s)" and "minute(s)" in this Agreement will, unless otherwise indicated, be taken only to refer to the elapse of time during Service Hours.

1.1.13   **"Service Interruption" m**eans a period during Service Hours during which there is partial loss of the Services.

1.1.14   **"Service Levels"** means the levels of performance to which the Services are to be provided to the Customer by Provider as set out in Schedule 2.

1.1.15   **"Services"** means the set-up, hosting, reporting and ongoing management of the Software as set out in more detail in the Proposal.

1.1.16   **"Software"** means Provider's proprietary software used to provide the Services.

1.1.17   **"System Management Regulations"** *1* means regulations introduced by Provider from time to time for the better management of the Services and which may include (but are not limited to):

1.1.17.1   defining minimum specifications for equipment used by the Customer to interface with the Services (including, but not limited to, routers, firewalls and PC's);

1.1.17.2   regulations to ensure that the network through which the Services are provided are not overloaded and that the security and integrity of the network is maintained and including regulations which arise from the need to comply with regulations of any data centre facility engaged by Provider in connection with the Services; and

1.1.17.3   regulations to ensure that any database or other applications which form part of the Services are used to the best effect and within their capacities.

1.1.18   **"Term"** means the effective term of this Agreement.

2.   PROVISION OF SERVICES AND LICENCES

2.1.1   Provider agrees with effect from the Commencement Date in consideration of the payment of the Service Fee by the Customer to supply the Services on a non-exclusive basis upon the terms and conditions of this Agreement.

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1 this is a useful concept but if you don't think necessary, you can delete it and all references thereto

2.1.2   The Customer acknowledges that Provider may at any time, and without notice, incorporate licence management software into the Software for the purposes of ensuring that licence rights are not exceeded.

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2 Delete all service level provisions if there are to be none.

3 Beware that your liability to the Customer will not probably be back to back with liability accepted by your various sub-contractors and software suppliers. This is both as regards caps on liability and the types of liability that are included/excluded. Therefore is something goes wrong and is 100% the fault of one sub-contractor you cannot be sure that you will be able to pass 100% of the claim down the line to your sub-contractor.

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