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The basic obligation of the provider under the agreement is that its software be accessible to the customer via the Internet as a service. Customer is licensed to use this software, subject to a set of restrictions and prohibitions that can be silenced on a case-by-case basis. The provider may also be obliged to provide support services and ensure that it meets certain software maintenance requirements (e.g. notification requirements). The data provided by the customer is the property of the customer and, if such data is personal data, the standard GDPR-friendly data processing clause applies. Customer data may be classified. Taking into account that the company will provide services, the customer agrees to pay the provider the appropriate costs and to ensure that customer data does not create any obligations of the service provider. What legal documents do I need for my SaaS service or cloud service? There are five main document classes to follow: Terms of Service; Privacy Policies; Website Terms of Use; End-User Documents; in-tria-client and documents within the user. First, you need the Terms of Service – although they may be called something else. They can be called a user agreement or a cloud service agreement or something else entirely. This SaaS Agreement, our SaaS Terms and Conditions and our Terms of Service in the Cloud are all examples of terms of service. Whatever the document is called, its function is to regulate the legal relationship between the service provider and the customer. The terms of service will contain provisions covering the basic obligation of services, the payment of benefits, the term of the contract and its termination, the liability of the parties towards each other and so on. In some cases, the terms of service will be supplemented by additional subject-specific documents, such as data processing agreements and service level agreements. Secondly, if possible, you will need a privacy policy. Privacy policies are used by organisations acting as data controllers to disclose to data subjects in relation to the handling of personal data. Even if you are a processor regarding a lot of personal data in your database, you will in some ways be the controller. For example, we would normally be the controller of personal data in a customer relationship management system. Check out our free privacy policy for more. Third, if your website is not co-ordinated with your service, you will need terms and conditions to cover the use of the website. Check out our free website terms and conditions for more. Fourthly, for many B2B services and for certain B2C services, there may be users of the service who are not your customers and are therefore not directly bound by the Terms of Service. In these cases, you may want to introduce additional documents that are binding on both customers and non-customer users. Examples of this type of document include end-user license agreements and acceptable usage policies. Fifthly, a minority of SaaS services and cloud services allow users to create contractual relationships with others – for example, services markets, physical goods or digital goods. In some cases, it may be useful to provide standard documentation for managing these relationships. You can provide documentation as mandatory or default documentation. In all cases, you must carefully inform your responsibility for providing any such documentation: you do not act as a lawyer for your clients. Who should prepare my SaaS or cloud agreement? The core of the SEQ Legal Business is the sale and supply proposition. Nevertheless, we believe that there are many circumstances in which we should use a lawyer instead of a legal document. In one sense, the proposal does not replace the lawyer. Lawyers also work out of precedent. If you choose to use the template, you are taking on the role of lawyer. Before using the template, companies must ask themselves: is the use of a lawyer commercially justified? Deciding whether it makes sense will involve balancing risk and costs. Ask yourself the following questions. What are the risks associated with this contract? To what extent would a good lawyer help me mitigate these risks? Do I have access to a lawyer with the right experience? Do I have access to the relevant templates? Will the lawyer help smooth out the contract process? What legal fees will I have to pay? How long would it take me to prepare the document? Only by taking these and other important factors into account will you be able to make a proper assessment. If you choose to use the template, you must keep that decision under review. For example, it would be commercially possible to use a template for a new and unused service. However, if the service starts making significant amounts of money, you must reach a lawyer to review, advise and update the document. How do I choose a template document? When you choose to use a cloud-based template or an SaaS contract, you must decide which template. There are three main aspects of suitability: execution style, structure and content. Execution style: will your document be arranged online or offline or both? How, more specifically, will it be executed or agreed? Our SaaS documents (including this free template) provide for an offline agreement and our terms and conditions are agnostic, allowing for an online and unnetting contract through the service order form. Our cloud service terms and conditions assume that an online login process will be available. Structure: whether your document will create one contract with each customer or could more contracts? In the case of one contract, are the various elements of the services independently cancelled? Content: what is actually covered by the document? The types of clauses found in the long-form SaaS contract are listed below. Make sure that the template you select covers all or most of the necessary objects. Definitions of specific terms Proaunce and termination Setting / configuration services Setting / configuration services Supply / cloud services Countries and maintained Service levels Pricely possible use Mutually common use Mobile applications and systems Mobile applications and other installed software Representati. Management and control of changers Deects, volumes, Timesheets and payment processes Contact and publicity Replacement Rules and compensation Rules Of Responsibility Recommend Of The Law Of The Settlement Of The Case Of The Court of First Jurisdiction Require Of The Exchange Of The Exodus, Exodus, SaaS / Cloud of Service? The essence of cloud services is standardisation efficiency: all customers who use one instance of the app with uniform support and maintenance. This standardisation is reflected in the contract area by the application of the terms of service and cannot be discussed. When the terms of service are not negotiable, they will usually say a lot about the protection of the interests of the service provider, and relatively little about protecting the interests of customers. However, if you run a small service provider that sells to business customers, you will know that even if the company's customer ordering team is interested in buying a standard product, their legal team may not be willing to accept standard legal documents. They will pay particular attention to the terms of your terms and conditions dealing with liability. I would include the following in this category – liability provisions – Guarantees claiming that certain facts are true and, if it proves to be incorrect, they may claim a claim for damages. For example, the service provider may guarantee that its software does not infringe any person's intellectual property rights. Limitations of liability that seek to reduce the amount of the claim in the event of breach of warranty or other breach of contract. These may limit the recovery of certain types of losses (e.g. reputational damage) or losses arising from a particular cause (for example, losses incurred by third-party service providers). In addition, one or more closures may be used for the amounts that may be claimed. Normally, these caps are determined by the fees under the contract and/or the insurance coverage available. Compensation seeking to extend liability beyond that arising from a breach of contract. For example, a service provider may be required by the service provider to allege that the software infringes intellectual property rights, whether or not it is actually infringing. Compensation will often seek control over any claims as a quid pro quo for this type of compensation. What alternative legal documents related to saas are available? We publish a series of saas and hosts service contracts. Each document is available in two forms: as an MS Word template for web contracts, and as a Web document in Docular. Docular is the first time you can edit a document on the Web and after you edit the download to your computer. You can download it at any time in different formats. The SaaS Agreements shall be designed to apply in cases where the Parties sign documents. In many cases, however, customers who agree to order services, online or offline, can use a saas contract. In these cases, versions of the terms and conditions of the SaaS documents will be more appropriate. Where do service level agreements fit? The Service Level Agreement (SLA) or service level schedule may determine specific measurement standards that the services should meet; means of measurement; and the consequences of non-compliance with standards, which often include the payment of service credits. In the context of SaaS/cloud, service levels usually refer to service availability. They may also refer to support the query response and/or resolution time. SLA is commonly used for B2B services, but they are rarely used for B2C services. SLA can be used as a shield for service providers and not swords for customers. It is not uncommon for poor service-level liabilities to be full of exceptions supported by credit offers for derisory services. Accordingly, customers should not worry that there is an SLA – it all depends on the content. Our standard and premium SaaS agreements and conditions include SLA covering availability and support. Do I need a separate data processing contract? If you provide a B2B SaaS service or cloud service, including the collection, storage or other processing of personal data, then some of this personal data is likely to be a data processing device. If you are a data processor, both you and your controller have an obligation under the GDPR to record a written agreement on the methods of processing personal data. This written agreement must meet the specific, often awkward requirements of Article 28 of the GDPR. The SaaS or Cloud Services Agreement should include data processing clauses that meet these All of our saas agreements, SaaS terms and conditions and the terms of the cloud services include the relevant clauses. There is no legal requirement that data processing clauses be in the same document as the provisions on the main services, and many service providers use separate data processing agreements. The good reasons for this are: (a) only some of your customer processing is GDPR, but you want to apply the same terms of service to all customers; (b) it will be difficult for existing parties to negotiate new legal terms, but you must enter data processing clauses in their contracts. How am I supposed to deal with a termination? The clean SaaS/cloud model is easy to get, easy to go. Customers may normally stop short notice periods. Where costs are paid in advance, customers may be allowed to stop at any time – albeit without any compensation. Where payment is ous down, the notification period shall be 30 days or more typical. Cancellation rights may be brought into line with the accounting period in order to avoid the need to calculate partial costs. However, if you are dealing with business customers, the cost of negotiating and entering into a contract can be an important upfront investment. In addition, business customers will more preferably request custom setup, configuration, training, and/or custom development services before using the app. Regardless of the nature of the upfront investment, if you are not paid directly for this and plan to cover your costs through subscription costs, you may need to insist on a contractual minimum period. For example, customers may be banned from terminating within the first 12 months of the contract. SaaS and cloud service providers should ensure that they also have the right to exit convenience contracts, although they never intend to exercise those rights. Also consider cancellation rights that apply if one of the parties is the default, for example if: customer fails to pay costs; service provider does not provide the service or meets agreed service levels; each customer becomes insolvent. In addition to termination rights, we should also say something about the effects of termination. Key questions revolve around customer data. Will the customer be able to transfer all of its data from the platform? Does the service provider have an obligation to provide the information to the customer? If so, when and how? And at what point does the service provider need to delete customer data from its live databases and security logs? (If the database contains personal data and the service provider is the processor of that personal data, it will need to be deleted after the services have been complete in order to comply with the GDPR.) GDPR.)

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