

SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 20__ (“Effective Date”), by and between the **City of Florida Procurement Hub, Florida**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 (“**City**”), and [**Provider Name**], a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [Provider Address] (“**Provider**”)

RECITALS

WHEREAS, the Provider offers access to its proprietary web-based software platform and related support services on a subscription basis; and

WHEREAS, the City desires to obtain access to and use the software as a service (SaaS) solution for internal, non-commercial government operations under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 “**Software**” refers to the Provider’s hosted platform identified as [**Product Name**], including all modules, functionality, and upgrades provided under this Agreement.

1.2 “**SaaS Services**” means Provider’s delivery of the Software via the internet, including access, hosting, maintenance, and support services.

1.3 “**Authorized Users**” means City employees, contractors, or agents authorized to use the SaaS Services on the City’s behalf.

1.4 “**City Data**” means all data, files, records, and other content that the City inputs into or processes using the SaaS Services.

2. GRANT OF LICENSE AND ACCESS

2.1 Provider hereby grants the City a **non-exclusive, non-transferable, limited license** to access and use the SaaS Services for the term of this Agreement solely for internal, non-commercial governmental purposes.

2.2 The City shall not:

- Sell, lease, license, sublicense, or otherwise transfer the SaaS Services;
- Reverse engineer, decompile, or disassemble any part of the Software;
- Use the SaaS Services in violation of applicable laws or for any unlawful purpose.

2.3 The Provider shall provide login credentials to Authorized Users and ensure the Software is accessible via a secure internet connection.

3. TERM AND RENEWAL

3.1 The initial term of this Agreement shall commence on _____, 20, and continue for a period of one (1) year, unless earlier terminated in accordance with this Agreement.

3.2 Upon mutual written agreement, this Agreement may be renewed for additional one-year terms.

4. FEES AND PAYMENT

4.1 The City agrees to pay the Provider a subscription fee of \$ _____ per year, as detailed in Exhibit A – Pricing and Fee Schedule.

4.2 Provider shall invoice the City annually in advance, and the City shall remit payment within **thirty (30) calendar days** of receipt of an approved invoice.

4.3 As a Florida municipality, the City is exempt from sales and use taxes and shall provide proof of tax-exempt status upon request.

5. SERVICE LEVEL AGREEMENT (SLA)

5.1 Provider shall make the SaaS Services available at least 99.5% of the time, excluding scheduled maintenance or force majeure events.

5.2 Provider shall notify the City at least 48 hours in advance of any scheduled maintenance likely to impact system availability.

5.3 Support services, including bug fixes and helpdesk assistance, shall be provided in accordance with Exhibit B – Service Level and Support Terms.

6. DATA OWNERSHIP AND SECURITY

6.1 All City Data shall remain the sole and exclusive property of the City.

6.2 Provider shall not access, use, disclose, or distribute City Data except as necessary to provide the SaaS Services or as otherwise authorized in writing by the City.

6.3 Provider shall implement industry-standard administrative, physical, and technical safeguards to protect City Data, including:

- Encryption of data in transit and at rest;
- Role-based access controls;
- Regular vulnerability assessments.

6.4 Provider shall notify the City within 24 hours of any suspected or confirmed data breach and cooperate fully in investigating and mitigating any breach.

7. BACKUP AND DISASTER RECOVERY

7.1 Provider shall perform daily backups of City Data and maintain disaster recovery systems capable of restoring full functionality within 48 hours of a failure.

7.2 The City may request an export of its data at any time during the term in a commonly used, machine-readable format.

8. PUBLIC RECORDS AND COMPLIANCE

8.1 The Provider acknowledges that the City is subject to Florida's Public Records Law (Chapter 119, Florida Statutes) and agrees to cooperate with the City in responding to any public records requests involving the Software or City Data.

8.2 If Provider is acting on behalf of the City under Section 119.0701, Florida Statutes, it shall:

- Keep and maintain public records required by the City;
- Provide records to the City upon request;
- Comply with all applicable retention and confidentiality requirements.

9. CONFIDENTIALITY

9.1 Each party agrees to maintain the confidentiality of any proprietary or confidential information disclosed by the other party, except as required by law.

9.2 The confidentiality obligations under this section shall survive termination of the Agreement.

10. TERMINATION

10.1 **Termination for Convenience:** The City may terminate this Agreement, in whole or in part, without penalty, by providing thirty (30) calendar days' written notice to the Provider.

10.2 **Termination for Cause:** Either party may terminate this Agreement for material breach, provided the breaching party fails to cure the breach within fifteen (15) calendar days after written notice.

10.3 Upon termination:

- The City's access to the Software shall cease;
- Provider shall return or securely delete all City Data, unless retention is legally required;
- The City may request a copy of its data in a machine-readable format at no additional cost.

11. WARRANTIES AND REPRESENTATIONS

Provider warrants that:

- It has full right and authority to enter into this Agreement and grant the rights set forth herein;
- The SaaS Services shall operate in material conformance with the documentation;
- The Software does not infringe upon any third-party intellectual property rights.

12. INDEMNIFICATION

To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the City, its officers, officials, and employees from any claims, damages, or expenses arising out of:

- The Provider's negligence or willful misconduct;
- Breach of intellectual property rights by the Software;
- Breach of any data protection obligations.

13. LIMITATION OF LIABILITY

In no event shall either party be liable for indirect, incidental, special, or consequential damages. Provider's total liability under this Agreement shall not exceed the total fees paid by the City in the twelve (12) months preceding the claim.

14. GENERAL TERMS

14.1 Independent Contractor

Provider shall perform all obligations as an independent contractor and not as an employee or agent of the City.

14.2 Assignment

This Agreement may not be assigned without the prior written consent of the other party, except in the event of a merger or corporate reorganization.

14.3 Amendments

Any modifications or amendments must be in writing and signed by both parties.

14.4 Governing Law

This Agreement shall be governed by the laws of the State of Florida. Venue shall lie exclusively in the courts of _____ County, Florida.

14.5 Severability

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

14.6 Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

15. ATTACHMENTS

- Exhibit A – Pricing and Fee Schedule
- Exhibit B – Service Level and Support Terms
- Exhibit C – Security Requirements (if applicable)
- Exhibit D – Data Management Protocol (if applicable)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[PROVIDER NAME]

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for Contractor, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)

UNAUTHORIZED USE PROHIBITED