

# Advertisement for Upcoming Webinar on Negotiating SaaS Agreements Sponsored by Clear Law Institute

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## What SaaS Companies Need to Know about Source Code Escrow Agreements

If you run a SaaS company, you may come across a negotiation where a prospective customer or business partner insists on the inclusion of source code escrow in the deal terms. However, the traditional source code escrow product is unlikely to provide the protections that your prospective customer or business partner is seeking. The Silicon Valley Software Law Blog addresses the issue of source code escrow products designed for SaaS products and what SaaS companies need to know about them in the following blogpost:

<http://www.siliconvalleysoftwarelaw.com/what-saas-companies-need-to-know-about-source-code-escrow-agreements/>

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# Common Software Fee Drafting Problems and How to Fix Them

A common problem in software and SaaS agreements is that the fee terms in the contract make no sense. Why is this the case and how do you fix the terms? The Silicon Valley Software Law Blog addresses this issue in the following posting:

<http://www.siliconvalleysoftwarelaw.com/common-software-agreement-fee-drafting-problems-and-how-to-fix-them/>

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## Does Your Customer Software License or SaaS Agreement Leave Your Company Vulnerable to a Dispute Over Implementation?

If your company is like most in the software space, your product requires some sort of initial set-up and configuration for customers that in an enterprise scenario can require a significant investment of time and resources. However, many software contracts are silent regarding what is involved in this initial phase of a business relationship, which results in many disputes. The Silicon Valley Software Law Blog discusses this issue in the following blogpost:

<http://www.siliconvalleysoftwarelaw.com/does-your-customer-software-license-or-saas-agreement-leave-your-software-company->

# **Recent Class Actions Provide Valuable Lesson on Why SaaS Contracts Should Be Drafted to Fit A Company's Business Model**

If your company is like most, you may be using a software agreement that has nothing to do with your company's business practices or business model. Why is this a bad idea? Well, several recent class action suits provide a recent example of why this can be very problematic for a software company. The Silicon Valley Software Law Blog addresses this issue in the following blogpost:

<http://www.siliconvalleysoftwarelaw.com/recent-software-class-actions-provide-valuable-lesson-on-why-saas-contracts-should-be-drafted-to-fit-companys-business-model/>