

# Overview of issues for the SaaS contract

## Overview of issues for negotiation preparations

Before you start talks with the potential contractual partner, it is sensible to define your own expectations based on the following points. Even if the required service does not offer any flexibility in the formation of the contract, it will be possible to gain a better assessment of existing risks by comparing your own expectations with the terms and conditions. And where clarity is not achieved due to a lack of precise information from the supplier, you should try to assess the possible consequences particularly carefully.

What application software and which infrastructure functions are required?	<input type="checkbox"/>
Which software properties are essential?	<input type="checkbox"/>
How are they provided (availability and your measurement period)?	<input type="checkbox"/>
How are problems with the service reported and how are they resolved?	<input type="checkbox"/>
How are faults reported and remedied?	<input type="checkbox"/>
Anti-virus and malware protection (who, how and update period)?	<input type="checkbox"/>
What is the data backup like?	<input type="checkbox"/>
How is data protection guaranteed?	<input type="checkbox"/>
What are the requirements (which and how many people have been prepared for this contract and are actively involved)? What hardware and what software is available for the connection to the supplier? Which of the requirements listed above and below are covered as part of the service package?	<input type="checkbox"/>
How will service changes and updates be reported and handled by myself and the contractual partner?	<input type="checkbox"/>
What is the documentation for the software like and what requirements are placed on the training level of your own personnel?	<input type="checkbox"/>
What training is required and how will this be given?	<input type="checkbox"/>
For what usage period will the SaaS service be required and available?	<input type="checkbox"/>
What notice periods will you apply or hope to establish? What notice periods will the contractual partner consider necessary and acceptable?	<input type="checkbox"/>
What requirements, timeframes and penalties are specified under the confidentiality obligations?	<input type="checkbox"/>
Is a "Non-disclosure agreement" required, has it been prepared and is it acceptable for the contractual partner?	<input type="checkbox"/>
Are there any particular rights and obligations in place for the contractual partner and myself? (Notification obligations, service provision, legal matters and services, operational services)	<input type="checkbox"/>
How are new developments carried out and put into operation?	<input type="checkbox"/>
Who creates data processing register reports and how? (Fulfilment of the Austrian DSGVO 2000 and potentially EU Directive 95/46/EC and EU Directive 2002/58/EC)	<input type="checkbox"/>
What is the warranty like?	<input type="checkbox"/>
What compensation regulations are necessary and feasible?	<input type="checkbox"/>
What exemptions will be considered in the case of force majeure?	<input type="checkbox"/>
How are disputes resolved?	<input type="checkbox"/>
How will the company's own interests be safeguarded if the contractual partner goes bankrupt?	<input type="checkbox"/>

If you have clarified your own expectations for each point then you are ready for preparatory contract negotiations.