



• COMMERCIAL & TECHNOLOGY

SaaS Agreement Review Checklist

20 points in-house legal and procurement teams should check before signing

HOW TO USE THIS

Use this checklist alongside the draft MSA, order form, DPA and SLA. Tick each point, assign a Red / Amber / Green status, and capture the point to negotiate. “Red” does not always mean unacceptable - it means deliberate resolution is required before signature.

1. Scope & commercial

✓	Review point	R/A/G	Notes
☐	Services, deliverables, implementation responsibilities and dependencies are clearly defined.	—	
☐	Pricing, indexation, usage-based charges and additional fees are transparent and controlled.	—	
☐	Renewal mechanics and notice periods do not create an unintended lock-in.	—	
☐	Implementation acceptance, change control and scope variation are addressed.	—	

2. Service, continuity & support

✓	Review point	R/A/G	Notes
☐	The SLA contains measurable uptime or availability commitments appropriate to the service.	—	
☐	Severity levels and support response / restoration targets are objectively defined.	—	
☐	Service credits are not the exclusive remedy for material or persistent service failure.	—	
☐	Business continuity, disaster recovery, data backup and exit assistance are addressed.	—	

3. Data, privacy, security & AI

✓	Review point	R/A/G	Notes
☐	Controller / processor roles and the Article 28 GDPR terms are correct for the actual processing.	—	
☐	Subprocessors, international transfers and data-location requirements are addressed.	—	
☐	Security controls, assurance evidence and incident-notification obligations are contractually defined.	—	
☐	Customer data is not reused for unrelated analytics, product improvement or AI/model training without an agreed basis.	—	

4. Risk allocation

✓	Review point	R/A/G	Notes
☐	The general liability cap is proportionate to contract value and operational risk.	—	
☐	Privacy, confidentiality, cybersecurity and IP risks have appropriate carve-outs, super-caps or other treatment.	—	
☐	IP ownership, licence rights and infringement protection are fit for the service and deliverables.	—	
☐	The supplier maintains appropriate insurance and can evidence cover where material.	—	

5. Control, suspension & exit

✓	Review point	R/A/G	Notes
☐	Audit / assurance rights provide enough visibility into security, privacy and compliance.	—	
☐	Supplier suspension rights are appropriately limited and include notice / cure where feasible.	—	
☐	Termination rights cover material breach, persistent SLA failure and material security / compliance events.	—	
☐	Data return, export, deletion, transition support and post-termination access are clearly covered.	—	

Five phrases that deserve a second look

REVIEW TRIGGERS

“As is” • “Sole and exclusive remedy” • “Supplier may modify these terms at any time” • “Customer grants Supplier a licence to use Customer Data” • “Liability shall not exceed fees paid in the preceding 12 months”

Your result

Score	What it suggests
0-3 Red	Generally ready for commercial/legal sign-off, subject to context.
4-7 Red	Material negotiation points remain; resolve ownership and fallback positions.
8+ Red	High review burden. Consider a structured clause-by-clause legal review before signature.

Need more than a checklist?

Board & Counsel provides practical legal and governance implementation toolkits for in-house teams. Explore the current toolkit library and implementation resources.

<https://boardandcounsel.com/all-toolkits.html>

This resource is for general information and practical review support only. It is not legal advice and should be adapted to the organisation, transaction and applicable law.