Software vendors are rapidly migrating the licensing and distribution of computer software from “on premise” installation and delivery to offsite hosting, licensing and delivery of computer software. This phenomenon, generally known as “Software as a Service” (“SaaS”), is part of a wider trend of migrating information technology infrastructure and platforms to externally hosted systems or the “cloud.” It raises novel legal issues. It is unclear whether the protections offered to “on premise” licensees by the Intellectual Property in Bankruptcy Act will avail an SaaS licensee if the parties to a software agreement follow the time tested practice of depositing the computer source code with an escrow agent to assure the licensee access if the licensor should file for bankruptcy. There are, however, contractual strategies that the licensee may adopt to blunt any adverse industry practices that may be used to deny the licensee recourse. This article examines the inadequacies of the on premise/product-oriented software escrow protections frequently relied upon by colleges and universities in their SaaS acquisitions when a software licensor or SaaS provider files for bankruptcy, ceases to support or maintain the software application, or experiences a disruptive application access event that prevents the licensee’s use of the licensed software. It will also offer alternative considerations that SaaS licensees may take into account to optimally address an application access disruption event, including portability and disaster recovery issues.