Cloud Service Agreement

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| **USING THIS AGREEMENT**  This Agreement has 3 parts: (1) the Order Form and (2) the Key Terms, both of which are on this Cover Page, and (3) the Common Paper Cloud Service Standard Terms Version 1 posted at [commonpaper.com/standards/cloud-service-agreement/1.0](https://commonpaper.com/standards/cloud-service-agreement/1.0) (“**Standard Terms**”), which is incorporated by reference. If there is any inconsistency between the parts of the Agreement, the part listed earlier will control over the part listed later for that inconsistency. Capitalized and **highlighted** words have the meanings given on the Cover Page. However, if the Cover Page omits or does not define a highlighted word, the default meaning will be “none” or “not applicable” and the correlating clause, sentence, or section does not apply to this Agreement. All other capitalized words have the meanings given in the Standard Terms. | |
| **Order Form**  The key business terms of this Agreement are as follows: | |
| **Cloud Service** | The Cloud Service is [description of the product].  [ ] Affiliates are authorized to access Customer’s account. |
| **Subscription Start Date**  **The date access to the Cloud Service starts** | *[Drafting note: Choose one and delete the other.]*  [ x ] Effective Date  [ ] [Fill in custom start date] |
| **Subscription Period**  **Length of Cloud Service access** | [Fill in length of access, e.g. 12 months] |
| **Auto-renewal** | *[Drafting note: Choose one and delete the other.]*  [ x ] **Non-Renewal Notice Date**: At least [fill in number] days before the end of the current Subscription Period  [ ] Modifying Section 6.1 of the Standard Terms, the Subscription Period does not automatically renew and will expire at the end of the Subscription Period. |
| **Use Limitations** | *[Drafting note: Choose and customize all that apply and delete the others. If no Use Limitations apply, delete the entire row.]*  [ ] Maximum number of Users: [fill in number]  [ ] Consumption of up to: [fill in number and consumption unit]  [ ] Additional parameters or limitations: [fill in] |
| **SLA**  **Service Level Agreement** | *[Drafting note: Customize, attach, or describe where to find. If no SLA is included, delete the entire row.]*  [Provider will use commercially reasonable efforts to provide and maintain the Cloud Service without excessive errors and interruptions. If Provider does not meet the SLA in two consecutive months or over three months in any 12-month period, then Customer may, as its only remedy, terminate this Order Form upon notice and receive a prorated refund of prepaid fees for the remainder of the Subscription Period.] |
| **Technical Support** | *[Drafting note: Customize, attach, or describe where to find. If no Product Support is included, delete the entire row.]*  [Describe included support] |
| **Cloud Service Fees** | [Fill in Cloud Service fee details]  *[Drafting note: Delete below if not applicable.]*  [ ] Fee may increase [ ]% per renewal.  [ ] Modifying Section 5.1, fees are inclusive of taxes. |
| **Payment Period**  **Time frame for Customer to pay invoices** | [Fill in payment terms, e.g., 30 days from Customer’s receipt of invoice] |
| **Invoice Period**  **How frequently Provider sends invoices** | [Fill in frequency of invoices, e.g., annually] |
| **Professional Services** | *[Drafting note: Choose and customize all that apply and delete the others. If no Professional Services are included, delete the rows entirely.]*  [ ] The Professional Services are: [description of professional services or attach statement of work]  [ ] The Professional Services will end on: [fill in end date if different from Subscription Period]  [ ] Fees for Professional Services: [fill in] |

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| **Key Terms**  The key legal terms of this Agreement are as follows: | |
| **Effective Date**  **The date the Agreement starts** | *[Drafting note: Choose one and delete the other.]*  [ x ] Date of last Cover Page signature  [ ] [Fill in custom Effective Date] |
| **Covered Claims**  **Claims covered by indemnity obligations** | *[Drafting note: Customize as appropriate. If no Covered Claims are included, delete entire row.]*  **Provider Covered Claims**: [Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else’s intellectual property or other proprietary rights.]  **Customer Covered Claims**: [Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else’s intellectual property or other proprietary rights; or (2) results from Customer’s breach or alleged breach of Section 2.1 (Restrictions on Customer).] |
| **General Cap Amount**  **Limitation of liability amount for most claims** | *[Drafting note: Choose one and delete the other. If there is no General Cap Amount, the Agreement will not have any limitation of liability.]*  [ x ] [Fill in a number]x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.  [ ] $[Fill in dollar amount]  [ ] The greater of $[fill in dollar amount] or [fill in a number other than 1]x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim. |
| **Increased Claims**  **Specific claims covered by the Increased Cap Amount** | *[Drafting note: Choose those that apply and delete the rest. If no Increased Claims are included, delete this entire row and the Increased Cap Amount row.]*  [ ] An Indemnifying Party’s indemnification obligation  [ ] Breach of Section 4 (Privacy & Security) resulting from gross negligence or willful misconduct  [ ] Breach of Section 12 (Confidentiality) resulting from gross negligence or willful misconduct (however, excluding any data or security breaches)  [ x ] Breach of Section 4 (Privacy & Security)  [ x ] Breach of Section 12 (Confidentiality) (however, excluding any data or security breaches)  [ ] Other: [fill in] |
| **Increased Cap Amount**  **Higher limitation of liability amount for Increased Claims, often called a supercap** | *[Drafting note: Choose one and delete the other options. If no Increased Claims are included, delete this entire row and the Increased Claims row.]*  [ x ] [Fill in a number other than 1]x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.  [ ] $[Fill in dollar amount]  [ ] The greater of $[fill in dollar amount] or [fill in a number other than 1]x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim. |
| **Unlimited Claims**  **Claims excluded from any limitation of liability** | *[Drafting note: Choose those that apply and delete the rest. If no Unlimited Claims are included, delete this entire row.]*  [ x ] An Indemnifying Party’s indemnification obligation  [ ] Breach of Section 4 (Privacy & Security) resulting from gross negligence or willful misconduct  [ ] Breach of Section 12 (Confidentiality) resulting from gross negligence or willful misconduct (however, excluding any data or security breaches)  [ ] Breach of Section 4 (Privacy & Security)  [ ] Breach of Section 12 (Confidentiality) (however, excluding any data or security breaches)  [ ] Other: [fill in] |
| **Additional Warranties** | *[Drafting note: Customize as appropriate. If no Additional Warranties are included, delete the entire row.]*  [ ] By Provider: [fill in]  [ ] By Customer: [fill in] |
| **Governing Law** | The laws of the State of [fill in state] |
| **Chosen Courts**  **Jurisdiction or where disputes are filed** | The state and federal courts located in [fill in state and/or county] |
| **Insurance Minimums**  **Requirements for Provider’s policies** | *[Drafting note: Choose and customize those that apply and delete the rest. If no Insurance Minimums are included, delete the entire row.]*  [ ] Commercial general liability with a minimum limit for each occurrence of at least $[dollar amount] and at least $[dollar amount] in the aggregate  [ ] Workers’ compensation insurance as required by Applicable Law  [ ] Errors and omissions or professional liability with a minimum limit for each occurrence of at least $[dollar amount] and at least $[dollar amount] in the aggregate  [ ] Cyber liability insurance with a minimum limit for each occurrence of at least $[dollar amount] and at least $[dollar amount] in the aggregate  [ ] The following of Provider’s policies will cover Customer as additional insured:   |  | | --- | | [ ] Commercial general liability | | [ ] Errors and omissions | | [ ] Cyber liability | |
| **Attachments and Supplements** | |
| **DPA**  **Data Processing Agreement** | *[Drafting note: If no DPA applies, delete entire row.]*  [Attach or describe where to find.] |
| **Acceptable Use Policy** | *[Drafting note: If no Acceptable Use Policy applies, delete entire row.]*  [Attach or describe where to find.] |
| **Security Policy** | *[Drafting note: Choose and customize those that apply and delete the rest. If no Security Policy is included, delete the entire row.]*  [ x ] Provider will use commercially reasonable efforts to secure the Cloud Service from unauthorized access, alteration, or use and other unlawful tampering.  [ ] Security Policy available at [describe where to find]  [ ] Provider will maintain annually updated reports or annual certifications of compliance with the following:   |  |  | | --- | --- | | [ ] ISO 27001 | [ ] Penetration testing | | [ ] SOC 2 Type I | [ ] PCI Level 1 | | [ ] SOC 2 Type II | [ ] PCI Level 2 | | [ ] HIPAA | [ ] FedRAMP Authorized | | [ ] Other: [fill in] | | |
| **Changes to Standard Terms**  *[Drafting note: If no changes to the Standard Terms, delete this entire section.]* | |
| **Publicity Rights**  **Modifying Section 14.7 of the Standard Terms** | *[Drafting note: Select one and delete the other or customize. If no publicity rights are included, delete the entire row.]*  [ ] Provider may identify Customer and use Customer’s logo and trademarks on Provider’s website and in marketing materials to identify Customer as a user of the Product. Customer hereby grants Provider a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Provider or the Product during the length of the Agreement.  [ ] Provider may identify Customer as a user of the Product in non-public settings, including with potential investors and advisors. |
| **Other Changes to Standard Terms**  **List specific changes to the Standard Terms** | *[Drafting note: If no additional changes to the Standard Terms, delete the entire row.]*  [Fill in] |

Provider and Customer have not changed the Standard Terms except for the details on the Cover Page above. By signing this Cover Page, each party agrees to enter into this Agreement as of the Effective Date.

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|  | **PROVIDER: [official company name]** |  | **CUSTOMER: [official company name]** |
| **Signature** |  |  |  |
| **Print Name** |  |  |  |
| **Title** |  |  |  |
| **Notice Address**  **Use email or postal address** |  |  |  |
| **Date** |  |  |  |