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**”). 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 words have the meanings given in the Cover Page or 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*]. |
| **Subscription Start Date**  **The date access to the Cloud Service starts** | Effective Date |
| **Subscription Period**  **Length of Cloud Service access** | 12 months |
| **Auto-renewal** | **Non-Renewal Notice Date**: At least 30 days before the end of the current Subscription Period. |
| **Use Limitations** | Maximum number of Users: [*fill in number*]  Consumption of up to: [*fill in number and consumption unit*]  Additional parameters or limitations: [*fill in details, if any*] |
| **SLA**  **Service Level Agreement** | 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. |
| **Cloud Service Fees** | $[\_\_\_\_\_\_\_\_\_\_\_\_\_] per year |
| **Payment Period**  **Time frame for Customer to pay invoices** | 30 days from Customer’s receipt of invoice |
| **Invoice Period**  **How frequently Provider sends invoices** | Annually |

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| **Key Terms**  The key legal terms of this Agreement are as follows: | |
| **Effective Date**  **The date the Agreement starts** | Date of last Cover Page signature |
| **Covered Claims**  **Claims covered by indemnity obligations** | **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** | 1x 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** | Breach of Section 4 (Privacy & Security)  Breach of Section 12 (Confidentiality) (however, excluding any data or security breaches) |
| **Increased Cap Amount**  **Higher limitation of liability amount for Increased Claims, often called a supercap** | 5x 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** | An Indemnifying Party’s indemnification obligation |
| **Governing Law** | The laws of the State of Delaware |
| **Chosen Courts**  **Jurisdiction or where disputes are filed** | The state and federal courts located in Delaware |
| **Attachments and Supplements** | |
| **Security Policy** | Provider will use commercially reasonable efforts to secure the Cloud Service from unauthorized access, alteration, or use and other unlawful tampering. |
| **Changes to Standard Terms** | |
| **Publicity Rights**  **Modifying Section 14.7 of the Standard Terms** | 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 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** |  |  |  |