

Cloud Service Agreement

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 ("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:

The Cloud Service is

Cloud Service

Affiliates are authorized to access Customer's account.

Subscription Start Date

The date access to the Cloud Service starts

Subscription Period

Length of Cloud Service access

Non-Renewal Notice Date: At least days before the end of the current Subscription Period

Auto-renewal

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.

Maximum number of users:

Consumption of up to:

Use Limitations

Additional parameters or limitations:

SLA

Service Level Agreement

This Agreement incorporates the Service Level Agreement Standard Terms available at commonpaper.com/standards/service-level-agreement/1.0/ with the following variables:

Provider will make the Cloud Service available with a **Target Uptime** of

The **Service Credit** will be calculated as outlined in the table below:

Actual Uptime Percentage	Percentage of monthly Cloud Service fee
% to Target Uptime	%
% to %	%
% to %	%
under %	%

Maintenance Window:		to	during				
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Maintenance Notice Time: At least							before the Scheduled Downtime

Technical Support

Cloud Service Fees	Fee may increase	% per renewal.
Modifying Section 5.1, fees are inclusive of taxes.		
Payment Period		
Time frame for Customer to pay invoices		
Invoice Period		
How frequently Provider sends invoices		
The Professional Services are:		
Professional Services		
	The Professional Services will end on:	
	Fees for Professional Services:	
Key Terms		
The key legal terms of this Agreement are as follows:		
Effective Date		
The date the Agreement starts		
Provider Covered Claims:		
Covered Claims		
Claims covered by indemnity obligations	Customer Covered Claims:	
General Cap Amount	x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.	
Limitation of liability amount for most claims		
	The greater of Customer to Provider in the 12 month period immediately before the claim.	
	or x the fees paid or payable by	
Increased Claims	<p>An Indemnifying Party's indemnification obligation</p> <p>Breach of Section 4 (Privacy & Security) resulting from gross negligence or willful misconduct.</p> <p>Breach of Section 12 (Confidentiality) resulting from gross negligence or willful misconduct (however, excluding any data or security breaches)</p> <p>Breach of Section 4 (Privacy & Security)</p> <p>Breach of Section 12 (Confidentiality) (however, excluding any data or security breaches)</p>	
Specific claims covered by the Increased Cap Amount		

Increased Cap Amount Higher limitation of liability amount for Increased Claims, often called a supercap	<input checked="" type="checkbox"/> Fees paid or payable by Customer to Provider in the 12 month period immediately before the claim. <input type="checkbox"/> The greater of _____ or <input checked="" type="checkbox"/> x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.
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Unlimited Claims Claims excluded from any limitation of liability	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:
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	By Provider:
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Additional Warranties	By Customer:
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Governing Law	The laws of the State of _____
Chosen Courts Jurisdiction or where disputes are filed	The state and federal courts located in _____
Insurance Minimums Requirements for Provider's policies	<p>Commercial general liability with a minimum limit for each occurrence of at least _____ and at least _____ in the aggregate</p> <p>Workers' compensation insurance as required by Applicable Law</p> <p>Errors and omissions or professional liability with a minimum limit for each occurrence of at least _____ and at least _____ in the aggregate</p> <p>Cyber liability insurance with a minimum limit for each occurrence of at least _____ and at least _____ in the aggregate</p> <p>The following of Provider's policies will cover Customer as additional insured:</p> <ul style="list-style-type: none"> Commercial general liability Errors and omissions Cyber liability

Attachments and Supplements

DPA Data Processing Agreement

Acceptable Use Policy

Security Policy	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	
	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
HIPAA
Other:

PCI Level 2
FedRAMP Authorized

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 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

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.

PROVIDER:

CUSTOMER:

Signature

Print Name

Title

Notice Address

Use email or postal address

Date
