

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

Auto-renewal

Non-Renewal Notice Date: At least 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

Maximum number of users:
Consumption of up to:
Additional parameters or limitations:

SLA

Service Level Agreement

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**

Limitation of liability amount for most claims

x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.

The greater of _____ or 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

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:

Increased Cap Amount

Higher limitation of liability amount for Increased Claims, often called a supercap

x the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.

The greater of _____ or 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

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:

By Provider:

Additional Warranties

By Customer:

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

Commercial general liability with a minimum limit for each occurrence of at least _____ and at least _____ 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 _____ and at least _____ in the aggregate
 Cyber liability insurance with a minimum limit for each occurrence of at least _____ and at least _____ 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

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	PCI Level 2
HIPAA	FedRAMP Authorized
Other:	

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