**CLOUD SERVICES AGREEMENT**

THIS AGREEMENT made as of the [\_\_\_\_\_] day of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], [*20\_\_*].

BETWEEN:

[*Customer*]

(“Customer”)

OF THE FIRST PART

- and -

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Vendor”)

OF THE SECOND PART

\_\_\_\_\_\_\_\_\_\_\_\_

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Definitions. The following capitalized terms used in this Agreement shall have the respective meanings specified below or as otherwise set forth in this Agreement:  
"**Addenda**" means two or more Addendum.

"**Addendum**" means any of the following: Cloud Services Addendum and Data Processing Addendum (if applicable).

"**Affiliates**" means, as to any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity. To avoid misunderstanding, for *<****Kindly enter Company name>*.** "Affiliates" means any direct or indirect wholly-owned subsidiary of *<****Kindly enter Company name>*.**.

"**Agreement**" has the meaning set forth in the Preamble.

"*<****Kindly enter Company name>*.** " has the meaning set forth in the Preamble.

" **Indemnitees**" has the meaning set forth in Section 9.3 (Indemnification by Customer).

"**Confidential Information**" has the meaning set forth in Section 5.1 (Confidential Information).

"**Control**" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

"**Customer**" has the meaning set forth in the Preamble.

"**Customer Content**" means all software, data (including personal data), information, text, images, audio, video, photographs, or third-party applications, and other content and material, in any format, provided by Customer, any of Customer's users, or on behalf of Customer that is stored in, or run on or through, the Products.

"**Disclosing Party**" has the meaning set forth in Section 5.1 (Confidential Information).  
"**Documentation**" has the meaning set forth in the applicable Addenda or Schedules, as applicable and as the context may require.

"**Effective Date**" means the date that Customer accepts this Agreement by clicking the "Accept" button or checking the "Accept" box.

"**Export Control Laws**" has the meaning set forth in Section 14.10 (Export Restrictions).  
"**Force Majeure**" has the meaning set forth in Section 14.3 (Force Majeure).  
"**GTCs**" has the meaning set forth in the Preamble.

"**Hosting Services**" shall mean the hosting of software, by *<****Kindly enter Company name>*.** for Customer pursuant to this Agreement through a cloud infrastructure provided by *<****Kindly enter Company name>*.** or by a third party on behalf of *<****Kindly enter Company name>*.**.

"**Initial Term**" has the meaning set forth in Section 10.1 (Term of GTCs).  
"**Intellectual Property Rights**" means any patent rights, copyrights, trademarks, trade secrets, moral rights, and other proprietary or intellectual property rights worldwide.  
"**OFAC SDN List**" has the meaning set forth in Section 14.11 (Sanctions).  
"**Party**" and "**Parties**" have the meaning set forth in the Preamble.

"**Product**" means the SaaS Product or Hosting Services, as applicable, that is provided to Customer by *<****Kindly enter Company name>*.** pursuant to a Transaction Document or on an evaluation basis or as a free trial as set forth in Section 2.2.  
"**Receiving Party**" has the meaning set forth in Section 5.1 (Confidential Information).  
"**Renewal Term**" has the meaning set forth in Section 10.1 (Term of GTCs).  
"**Restricted Person**" has the meaning set forth in Section 14.11 (Sanctions).  
"**SaaS Product**" means the subscription-based, hosted software-as-a-service product that is provided to Customer by *<****Kindly enter Company name>*.**.

"**Sanctions Laws**" has the meaning set forth in Section 14.11 (Sanctions).  
"**Schedule**" means the SaaS Product Schedule (as applicable) or Hosting Product Schedule (as applicable) specified in an applicable Transaction Document.  
"**Streamlined Rules**" has the meaning set forth in Section 14.12 (Binding Arbitration).  
"**TD Effective Date**" has the meaning set forth in Section 10.2 (Transaction Document Term).  
"**TD Term**" has the meaning set forth in Section 10.2 (Transaction Document Term).  
"**Term**" has the meaning set forth in Section 10.1 (Term of GTCs).  
"**Third-Party Products**" means products (including any software-as-a-service products) and software of a third-party vendor supplied by *<****Kindly enter Company name>*.** or incorporated by *<****Kindly enter Company name>*.** into its Products.

"**Transaction Document**" means order form entered into by the Parties pursuant to which *<****Kindly enter Company name>*.** A provides Products to Customer in accordance with this Agreement.

"**$**" shall mean lawful money of the United States.

1.2. References. Except where otherwise specified, all dollar amounts are expressed in United States dollars (US$).

2. USE OF PRODUCTS

2.1. Right to Use. In accordance with the terms of the Agreement, *<****Kindly enter Company name>*.** will deliver and make the Products listed in the Transaction Document available to Customer through *<****Kindly enter Company name>*.** Connect. Customer has the right to use the Products as set forth in the Transaction Document and this Agreement.

2.2. Evaluation of Products and Free Products. If a Product is provided by *<****Kindly enter Company name>*.** on an evaluation basis or as a free trial, then subject to Customer's compliance with this Agreement, *<****Kindly enter Company name>*.** grants to Customer a nonexclusive, worldwide, nontransferable, nonsublicensable, limited, revocable right during the applicable evaluation or free trial term to use the Product solely for evaluating whether Customer wishes to purchase a commercial right to access and use such Product. Notwithstanding anything to the contrary in this Agreement, *<****Kindly enter Company name>*.** does not provide maintenance and support, warranties, service levels and applicable credits, indemnification, with respect to such Products.

2.3. Transaction Documents. Customer may purchase Products from time to time by entering into Transaction Documents. Each Transaction Document will refer to this Agreement. Depending on which Products Customer purchases in the Transaction Documents, Customer may be subject to additional terms included in the Addenda, which are hereby incorporated into and made a part of this Agreement. Customer shall comply with any of the applicable Addenda, as indicated on the relevant Transaction Document.

3. PAYMENTS AND INVOICING

3.1. Invoicing. In accordance with the invoicing schedule set forth in the applicable Transaction Document, *<****Kindly enter Company name>*.** shall provide Customer with an invoice specifying the fees for the Products provided pursuant to the applicable Transaction Document.

3.2. Payment. Unless otherwise agreed in the applicable Transaction Document, Customer shall pay all fees specified in the applicable invoice for the Products within thirty (30) days from the invoice date. Customer shall pay a late charge of 1.5% per month on all payments which are not paid when due.

3.3. Taxes. Fees and other charges described in the Agreement do not include taxes. Customer will pay any sales, value-added or other similar taxes imposed by applicable law based on the Products that Customer ordered, except for taxes based on *<****Kindly enter Company name>*.** income. If *<****Kindly enter Company name>*.** is required to pay taxes, Customer shall reimburse *<****Kindly enter Company name>*.** for such amounts. If Customer is required by law to make any tax withholding from amounts paid or payable to *<****Kindly enter Company name>*.** under the Agreement, (i) the amount paid or payable shall be increased to the extent necessary to ensure that *<****Kindly enter Company name>*.** receives a net amount equal to the amount that it would have received had no taxes been withheld and (ii) Customer shall provide proof of such withholding to *<****Kindly enter Company name>*.**.

3.4. Non-Refundable Fees. Customer acknowledges and agrees that orders placed by Customer for Products will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. *<****Kindly enter Company name>*.** Ownership. All Intellectual Property Rights in and to the Products, design contributions, related knowledge or processes, and any update, upgrade, modification, enhancement or derivative works of the foregoing, regardless whether or not solely created by *<****Kindly enter Company name>*.** A or jointly with the Customer, shall belong to, and vest in, *<****Kindly enter Company name>*.** or, as applicable, its licensors. All rights not expressly granted to Customer are reserved to *<****Kindly enter Company name>*.** or, as applicable, its licensors.

4.2. Rights to Customer Content. Customer retains all right, title, and interest in and to the Customer Content. During the Term, Customer hereby grants to *<****Kindly enter Company name>*.** and its Affiliates a global, royalty-free, irrevocable, sub-licensable, non-exclusive license to use, copy, distribute, modify, display, and perform the Customer Content as necessary for *<****Kindly enter Company name>*.** to perform its obligations under the Agreement and to provide the Products.

4.3. Non-Assertion of Rights. Customer covenants, on behalf of itself and its successors and assigns, not to assert against *<****Kindly enter Company name>*.**, its Affiliates or licensors, any rights, or any claims of any rights, in any Products and Documentation, and Customer hereby voluntarily waives any right to demand from *<****Kindly enter Company name>*.**, its Affiliates or licensors any rights to any Products and Documentation, except the rights which are expressly granted to Customer under the Agreement.

4.4. Suggestions and Residual Knowledge. *<****Kindly enter Company name>*.** shall have all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to, and the unrestricted royalty-free right to use and incorporate into the Products, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the Products. Furthermore, Customer acknowledges and agrees that *<****Kindly enter Company name>*.** is free to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques, related to or derived from the performance of the Agreement.

5. CONFIDENTIALITY

5.1. Confidential Information. From time to time, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), whether orally or in physical form, confidential or proprietary information of or in the possession of the Disclosing Party (including confidential or proprietary information of a third party that is in the possession of the Disclosing Party) in connection with the Agreement. The term "**Confidential Information**" means any and all information in any form that Disclosing Party provides to Receiving Party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. For the avoidance of doubt, Confidential Information includes any Products and any information pertaining to such Products (including, but not limited to, any user manuals, mathematical techniques, correlations, concepts, designs, specifications, listings, and other Documentation, whether or not embedded on a device or another form of media). Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the Receiving Party can show (a) is or has become generally available to the public without breach of the Agreement by the Receiving Party, (b) became known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party, (c) was received from a third party without breach of any nondisclosure obligations to the Disclosing Party or otherwise in violation of the Disclosing Party's rights, or (d) was developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party.

5.2. Confidentiality Obligations. Each Party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each Party agrees to (i) protect the Confidential Information received from the Disclosing Party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; and (ii) use the Confidential Information received from the Disclosing Party solely for the purpose of the Agreement. Upon termination of the Agreement or upon written request submitted by the Disclosing Party, whichever comes first, the Receiving Party shall return or destroy, at the Disclosing Party's choice, all of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, *<****Kindly enter Company name>*.** shall not be required to return or destroy any such Confidential Information if such return or destruction is impracticable or technically infeasible. Except with respect to its Affiliates, employees, contractors, or agents who need to know Confidential Information in order to support the performance of such Party's obligations related to the Agreement, and who are contractually bound by confidentiality obligations that are at least as protective as those contained in the Agreement, neither Party shall, disclose to any person any Confidential Information received from the Disclosing Party without the Disclosing Party's prior written consent. The Receiving Party will be responsible for any breach of this Section 5 (Confidentiality) by its Affiliates, employees, contractors, and agents and any third party to whom it discloses Confidential Information in accordance with this Section 5 (Confidentiality). For Confidential Information that does not constitute a "trade secret" under applicable law, these confidentiality obligations will expire three (3) years after the termination or expiration of the Agreement. For Confidential Information that constitutes a "trade secret" under applicable law, these confidentiality obligations will continue until such information ceases to constitute a "trade secret" under such applicable law. However, the Receiving Party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided, that, if permitted by applicable law, the Receiving Party shall first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure. Notwithstanding anything to the contrary contained in this Agreement, Customer authorizes *<****Kindly enter Company name>*.** to collect, use, disclose, and modify in perpetuity information or data (including, but not limited to, general usage information and measurements) that is provided by Customer in connection with the use or receipt of the Products (or generated or created in the course of *<****Kindly enter Company name>*.** providing the Products) for the purposes of developing, improving, optimizing, and delivering Products; provided, however, that any disclosure of such data shall only include information or data that *<****Kindly enter Company name>*.** develops or derives from such collected data or information (but such disclosure will not include the actual underlying Confidential Information of Customer).

5.3. Press Releases and Client List Reference. Neither Party shall issue any press release concerning the other Party's work without the other Party's consent. Notwithstanding the foregoing, *<****Kindly enter Company name>*.** may identify Customer as a client of *<****Kindly enter Company name>*.** and use Customer's name and logo and release an announcement regarding the award of the Agreement and *<****Kindly enter Company name>*.** EVA is hereby granted a license for the term of the Agreement to use Customer's name and logo for this purpose from time to time as needed. *<****Kindly enter Company name>*.** may generally describe the nature of the work in *<****Kindly enter Company name>*.** promotional materials, presentations, case studies, qualification statements, and proposals to current and prospective clients.

6. DATA PROTECTION

6.1. Customer Content. Customer is responsible for the Customer Content and entering it into the Products. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content, and for obtaining all rights related to Customer Content required in connection with the performance, receipt or use of the Products. Customer will collect and maintain all personal data contained in the Customer Content in compliance with applicable data privacy and protection laws (including GDPR) and the Data Processing Addendum (if applicable).

6.2. Security. Customer will maintain reasonable security standards for the use of the Products by users. Customer is solely responsible for determining the suitability of the Products for Customer's business processes and for complying with all applicable legal requirements regarding Customer Content and its use of the Products. Customer will provide reasonable assistance required in connection with the provision of the Products and the support by *<****Kindly enter Company name>*.**. Customer acknowledges and agrees that Customer's reasonable assistance is a necessary precondition for *<****Kindly enter Company name>*.** correct performance of its obligations under the Agreement. Customer bears all consequences and costs resulting from breach of its duties.

7. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT, *<****Kindly enter Company name>*.** AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY *<****Kindly enter Company name>*.**, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH IN THE AGREEMENT AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. *<****Kindly enter Company name>*.** DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE PRODUCTS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN *<****Kindly enter Company name>*.** DOCUMENTATION (AS APPLICABLE), THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS. THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY BE SUBJECT TO TRANSMISSION ERRORS, DELIVERY FAILURES, DELAYS AND OTHER LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

8. LIMITATION OF LIABILITY

8.1. CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL *<****Kindly enter Company name>*.** BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, PROFITS, REVENUE, LOSS, CORRUPTION OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, OR DOWNTIME), REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE), AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Damages Cap. The aggregate liability of *<****Kindly enter Company name>*.** to Customer for any loss or damage arising under or in relation to the Agreement, regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties arising from any breach of the Agreement) shall not exceed the fees paid by Customer pursuant to the applicable Transaction Document for the specific Product giving rise to such liability in the twelve (12) month period preceding the date of the incident giving rise to the claim. The provisions of this Section 8 allocate the risks between *<****Kindly enter Company name>*.** and Customer, and *<****Kindly enter Company name>*.** pricing reflects this allocation of risk and the limitation of liability specified herein. Notwithstanding the foregoing, the limitations on amounts of damages set forth in this Section 8.2 shall not apply to *<****Kindly enter Company name>*.** intentional misconduct, fraud, or fraudulent misrepresentation, or to the extent prohibited by applicable law.

9. INDEMNIFICATION

9.1. Indemnification by *<****Kindly enter Company name>***. *<****Kindly enter Company name>*** shall defend, indemnify, and hold harmless Customer against claims brought against Customer by any third party alleging that Customer's use of the Products, in accordance with the terms and conditions of the Agreement, constitutes an infringement or misappropriation of a patent, copyright, or trade secret of a third party. *<****Kindly enter Company name>*** will pay damages finally awarded to the third party (or the amount of any settlement *<****Kindly enter Company name>***enters into) with respect to such claims. This obligation of *<****Kindly enter Company name>*** shall not apply if the alleged infringement or misappropriation results from: (a) use of the Products in conjunction or combination with any other software, services, or any product, data, item, or apparatus that *<****Kindly enter Company name>*** did not provide (including any Third-Party Products); (b) anything Customer provides or designs including configurations, instructions, or specifications (including any Products that were provided pursuant to Customer's designs, drawings, or specifications); (c) a modification of a Product other than with *<****Kindly enter Company name>*.** prior written consent; (d) Customer's failure to use the latest release or version of a Product (including any corrections or enhancements) where such use would have prevented the infringement or misappropriation claim; or (e) any use, storage, distribution, reproduction, or maintenance not permitted by the Agreement. If *<****Kindly enter Company name>*.** believes, in its reasonable opinion, that a claim under this Section 9.1 could or is likely to be made, *<****Kindly enter Company name>*.** may cease to offer or deliver such Products without being in breach of the Agreement.

9.2. Infringement Remedies. In the event a claim under Section 9.1 is made and such Product is held to infringe or misappropriate a third-party's patent, copyright, or trade secret, then *<****Kindly enter Company name>*.** may, at its sole option and expense: (a) procure for Customer the right to continue using the Product under the terms of the Agreement or (b) replace or modify the Product to be non-infringing without a material decrease in functionality. If these options are not reasonably available, *<****Kindly enter Company name>*.** or Customer may terminate the Agreement upon written notice to the other and Customer shall immediately cease using or shall return the infringing Product. The provisions of this Section 9.2 state the sole, exclusive, and entire liability of *<****Kindly enter Company name>*.** to Customer, and is Customer's sole remedy, with respect to third-party claims covered by Section 9.1.

9.3. Indemnification by Customer. Customer shall defend, indemnify, and hold harmless *<****Kindly enter Company name>*.** and its Affiliates (and each of their licensors) and each of their respective officers, directors, contractors, agents, and employees ("**Indemnitees**") against claims brought against *<****Kindly enter Company name>*.** Indemnitees by any third party arising from or related to: (a) any use of the Products by Customer in violation of the Agreement or any applicable law or regulation; (b) any Customer Content; and (c) an allegation that the Customer Content or other material provided by Customer, or use of the Products by Customer in violation of the Agreement or applicable law or regulation, violates, infringes, or misappropriates the Intellectual Property Rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its named users or by the conduct of a third party using Customer's access credentials.

9.4. Indemnification Requirements. The indemnification obligations under this Section 9 are conditioned on: (a) the Party against whom a third-party claim is brought timely notifying the other Party in writing of any such claim, provided however that a Party's failure to provide or delay in providing such notice shall not relieve a Party of its obligations under this Section 9 except to the extent such failure or delay prejudices the defense; (b) the Party who is obligated to defend a claim having the right to fully control the defense of such claim; (c) the Party against whom a third-party claim is brought reasonably cooperating in the defense of such claim; and (d) Customer complying with *<****Kindly enter Company name>*.** direction to cease any use of the Products which in *<****Kindly enter Company name>*.** reasonable opinion, is likely to constitute an infringement or misappropriation. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the Party against whom the claim is brought, provided however that *<****Kindly enter Company name>*.** may settle any claim on a basis requiring *<****Kindly enter Company name>*.** to substitute for the Products any alternative substantially equivalent non-infringing products. *<****Kindly enter Company name>*.** shall not be responsible for any settlement made without its consent. The Party against whom a third-party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the Party obligated to defend claims. Neither Party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other Party's rights.

10. TERM AND TERMINATION

10.1. Term of GTCs. The initial term of these GTCs begins on the Effective Date and shall continue thereafter for five (5) years unless terminated earlier by a Party pursuant to these GTCs (including, but not limited to, this Section 10 (Term and Termination)) (the "**Initial Term**"). The GTCs will auto-renew for one (1) year periods following the Initial Term (each, a "**Renewal Term**") until either Party provides notice of intention to not renew sixty (60) days before the end of the then current Initial Term or Renewal Term. The Initial Term and each Renewal Term shall collectively be referred to as the "**Term**".

10.2. Transaction Document Term. The initial term of each Transaction Document shall commence on the effective date specified in the Transaction Document (the "**TD Effective Date**") and continue thereafter until: (a) the end of the term of the Transaction Document as specified in the Transaction Document; (b) if specified in the Transaction Document, delivery of the Products in accordance with the Transaction Document; or (c) earlier termination by either Party in accordance with this Section 10 (Term and Termination) (the "**TD Term**").

10.3. Evaluation Term. If Customer is using the Product on an evaluation basis or as a free trial, then the term for such Product will be specified in the Transaction Document. If no such term is specified, the term shall be forty-five (45) days from the date the Product is delivered.

10.4. Termination for Material Breach. Either Party may terminate these GTCs or a Transaction Document for cause if the other Party commits a material breach of this Agreement or Transaction Document (including, without limitation, a delay in Customer's payment of any money due under this Agreement or any Transaction Document) and fails to cure such breach within thirty (30) days (or with respect to Customer's payment failure, within ten (10) days) of receipt of a notice of default from the non-defaulting Party.

10.5. Termination for Financial Deterioration. Either Party may terminate this Agreement or a Transaction Document immediately if the other Party files for bankruptcy, ceases or threatens to cease carrying on business, becomes insolvent, or makes an appointment, assignment or novation for the benefit of creditors.

10.6. Effect of Termination. If these GTCs are terminated prior to the completion of one (1) or more Transaction Documents, then the Transaction Documents that are not terminated shall continue to be governed by the GTCs for the remainder of the applicable TD Term.

11. INSURANCE

For as long as any Transaction Document remains in effect, *<****Kindly enter Company name>*.** will maintain, at its sole cost and expense, comprehensive general liability and property damage insurance in an amount not less than $1 million USD in the aggregate. Additionally, *<****Kindly enter Company name>*.** will maintain, at its sole cost and expense, workers' compensation insurance in accordance with statutory requirements.

12. THIRD-PARTY PRODUCTS

12.1. Third-Party Products. Unless otherwise agreed in writing by *<****Kindly enter Company name>*.**, if Third-Party Products are supplied by *<****Kindly enter Company name>*.** to Customer, such Third-Party Products are provided on a "pass-through" basis only and are subject to the terms and conditions of the third-party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

13. TRAINING

*<****Kindly enter Company name>*.** VA provides its standard training, e-training for Products. Any fees required for such training will be set forth in the applicable Transaction Document.

14. MISCELLANEOUS

14.1. Assignment. The Agreement shall extend to and be binding upon the Parties to the Agreement, their successors, and assigns, provided, however, that neither Party shall assign or transfer the Agreement (including any Transaction Document) without the other Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing limitation, *<****Kindly enter Company name>*.** may assign or transfer the Agreement, in whole or in part, without obtaining the consent of Customer, to a parent company or subsidiary or in connection with the transfer or sale of its entire business or in the event of a merger, divestiture, internal reorganization or consolidation with another company.

14.2. Independent Contractor. *<****Kindly enter Company name>*.** is an independent contractor, and each Party agrees that no partnership, joint venture, agency, fiduciary, or employment relationship exists between the Parties.

14.3. Force Majeure. Except for Customer's payment obligations, neither Party shall be liable for delays caused by conditions beyond their reasonable control, ("**Force Majeure**"), provided notice thereof is given to the other Party as soon as practicable. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations under the Agreement to an extension of the date of delivery of the Products by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

14.4. Waiver. The waiver (whether express or implied) by either Party of a breach or default of any of the provisions of the Agreement (including any Transaction Document) by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

14.5. Notices. All notices and other communications required or permitted under the Agreement will be in writing and delivered by confirmed transmission, by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth on the Transaction Document or to such other address as may be specified in writing by either Party to the other in accordance with this Section 14.5.

14.6. Invalidity and Severability. If any provision of the Agreement (including any Transaction Document) shall be found by any court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14.7. Negotiated Terms. The Parties agree that the terms and conditions of the Agreement are the result of negotiations between the Parties and that the Agreement shall not be construed in favor of or against either Party by reason of the extent to which such Party or its professional advisors participated in the preparation of the Agreement.

14.8. Survival of Provisions. The provisions of the Agreement that by their nature survive expiration or termination of the Agreement will survive expiration or termination of the Agreement, including, but not limited to, the following Sections: 3 (Payments and Invoicing), 4 (Intellectual Property Rights), 5 (Confidentiality), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9.2 (Indemnification by Customer), 10 (Term and Termination), 12 (Third-Party Products), and 14 (Miscellaneous).

14.9. Governing Law and Jurisdiction. The validity of the Agreement and the rights, obligations and relations of the Parties under the Agreement and in any dispute between them will be construed and determined under and in accordance with the substantive laws of the State of Texas, without regard to such state's principles of conflicts of law. If a court must enter or enforce an arbitration award or the binding arbitration provision set forth in Section 14.12 (Binding Arbitration) is deemed invalid or ineffective, then each Party irrevocably agrees to submit to the exclusive jurisdiction of (and waives any objection to the venue of) the federal or state courts located in Harris County, Texas to enter or enforce such award or to determine such claim or matter arising out of or in connection with this Agreement, as applicable. To the extent otherwise applicable, the Parties hereto agree that the United Nations Convention on the International Sale of Goods will not apply to this Agreement.

14.10. Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws, regulations, orders, decrees, and lists (collectively, "**Export Control Laws**"), including, but not limited to, the U.S. Export Administration Regulations, the Office of Foreign Asset Control Regulations, and the EU Dual-Use Regulation 428/2009 (each as amended, updated, supplemented, or otherwise modified from time to time), as well as all applicable end-use and destination restrictions issued by the U.S., foreign governments, and supranational bodies to assure that no Product (or any product thereof) is (i) exported, directly or indirectly, in violation of any Export Control Laws or (ii) is intended to be used for any purpose prohibited by Export Control Laws. For the avoidance of doubt, Customer agrees that no data, information, or materials resulting from any Product will be exported, directly or indirectly, in violation of any applicable Export Control Laws.

14.11. Sanctions. Customer will comply with all UN, EU, US, UK and any other applicable jurisdiction's trade and economic sanctions laws, regulations, embargoes or similar restrictive measures ("**Sanctions Laws**"). Customer will ensure that it and any distributors appointed by the Customer will not resell any (or incorporate any Product in other products or services to be sold) to persons or entities (i) in violation of Sanctions Laws, (ii) added to US Treasury Department's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List (the "**OFAC SDN List**") or (iii) added to the EU Consolidated List or any other applicable sanctions list, including the UK's Consolidated List of Financial Sanctions Targets, each as amended, updated or restated from time to time. Furthermore, no member, employee, director or officer of Customer or, as far as Customer is aware, any person acting on its behalf, is in violation of Sanctions Laws or designated on a UN, EU, US, UK or other applicable sanctions list (a "Restricted Person") or controlled (directly or indirectly) by a Restricted Person.

14.12. **Binding Arbitration**. Any controversy or claim arising out of or relating to the Agreement, including any breach of the Agreement, shall be determined by final and binding arbitration administered by JAMS under its Streamlined Arbitration Rules and Procedures ("**Streamlined Rules**"). The award rendered by the arbitrator shall be final, non-reviewable, and non-appealable and binding on the Parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by JAMS in accordance with the Streamlined Rules, which arbitrator shall have substantial experience in resolving business disputes involving similar products or services. The place of arbitration shall be Harris County, Texas. The arbitrator will have no authority to award punitive, consequential, liquidated, or other damages waived, disclaimed, or otherwise prohibited by the Agreement and the award shall not exceed the applicable limitation of liability set forth in the Agreement. Neither Party has the right to act as a class representative or participate as a member of a class with respect to any arbitrated controversy or claim arising out of or relating to the Agreement (including any breach of the Agreement).

14.13. Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to the Agreement or any performance or failure to perform of any obligation under the Agreement.

14.14. Waiver of Right to Class Action. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to participate in a class action in respect of any proceedings relating to the Agreement or any performance or failure to perform of any obligation under the Agreement. Each Party may only bring a claim against the other in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

14.15. Ethical Trading Policy. Customer shall comply with *<****Kindly enter Company name>*.** then-current ethical trading policy located at <***Enter website>***, which shall be incorporated herein by reference.

14.16. Third-Party Beneficiary. Except as expressly set forth in the Agreement, the Parties do not intend to create rights for any person as a third-party beneficiary of the Agreement.

14.17. Entire Agreement; Amendments; Execution. The Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement will prevail over any additional, conflicting, or inconsistent terms and conditions that may be contained in any purchase order or other document furnished by Customer to *<****Kindly enter Company name>*.**. The Agreement may be amended or modified only by a writing that is signed by or on behalf of both Parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An executed facsimile or electronic copy of the Agreement shall be construed as if it were an original.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES:

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]