Software License Agreement

Order Form

The key business terms of this Order Form are as follows:

Framework Terms

This Order Form incorporates and is governed by the Framework Terms dated _____ between _____ and _____.

enter Effective Date of Key Terms | enter name of Provider | enter name of Customer

If there is any inconsistency between this Order Form and the Framework Terms, this Order Form will control for this Agreement.

Software

The Software available under this Order Form is

_____

description of the software

.

Order Date

The earliest date Customer may install Software

☐ Date of last signature on this Order Form

☐ _____

Fill in custom start date

License details

Pilot

[Drafting note: Use this section if including a pilot. The default structure is for the full contract to start immediately after the pilot ends. If not including a pilot or trial, delete this entire section.]

Customer may access the Software for a limited _____ trial ("Pilot Period"). The Subscription Period will automatically start following the Pilot Period.

fill in length of pilot/trial, e.g. 3 months

[Drafting note: If including a pilot, select one option.]

☐ Fee for Pilot Period: _____

fill in $ amount

☐ Free trial

[Drafting note: Some companies want to modify parts of the Standard Terms during a trial or pilot. Use this option to do so. See the example for common pilot modifications.]

☐ Modifications to the Agreement that apply only to the Pilot Period:

[For example:

- Sections 5.3 (Representations & Warranties from Provider), 5.4 (Provider Warranty Remedy), and 8 (Indemnification) do not apply during the Pilot Period.

- There are no Increased Claims nor Unlimited Claims during the Pilot Period.

- The General Cap Amount is $1,000 for all claims that arise during the Pilot Period.

- Either party may immediately terminate the Agreement during the Pilot Period for any or no reason by giving notice to the other party.]

Subscription Period

_____

Fill in length of license, e.g. 12 months

Fees

describe fees

☐ Fees may increase up to _____% per renewal if Provider has given notice of the increase prior to the Non-Renewal Notice Date.

☐ Fees will increase _____% per renewal.

☐ Modifying Section 3.1 of the Standard Terms, Fees are inclusive of taxes.

Payment Process

☐ Pay by invoice

Provider will invoice Customer _____.
monthly | quarterly | annually | once per Subscription Period

Customer will pay each invoice within _____ days from
#

_____.
Customer's receipt of invoice | the invoice date

☐ Automatic payment

Customer authorizes Provider to bill and charge Customer's payment method on file _____ for immediate payment or deduction without further approval.
monthly | quarterly | annually | once per Subscription Period

Auto-renewal

☐ Non-Renewal Notice Date: At least _____ days before the end of the current Subscription Period
fill in number

☐ Modifying Section 4.1 of the Standard Terms, this Order Form does not automatically renew and will expire at the end of the Subscription Period.

Permitted Uses

☐ Customer's internal business purposes

☐ Customer's and its Affiliates' internal business purposes

☐

fill in details about additional permitted uses

License Limits

Insert any limitations on the license grant, such as restriction to certain locations, count or user limits, geographic limits, transfer limitations, etc.

Warranty Period

_____ from _____
days
initial delivery of the Software | delivery of the Software and each subsequent Update | the Order Date

Deletion Procedure

- [ ] Provider will disable license keys
- [ ] Customer will uninstall, delete, and/or discontinue use of the Software
- [ ] Customer will certify to Provider that the Software was uninstalled or deleted according to the terms of this Agreement
- [ ]

fill in details about deletion procedure

Additions, Supplements, and Modifications

License Compliance Verification

[Provider may inspect and audit Customer's use of the Software under this Agreement during the Subscription Period, and Customer agrees to cooperate or otherwise make available the information that may be reasonably requested by Provider in order to ensure compliance with this Agreement and any usage restrictions. Provider must give at least 7 days advance notice of an audit. If the audit determines that Licensee's use of the Software exceeded the usage permitted by the Agreement, Customer will pay to Provider all amounts due for such excess use of the Software according to the Payment Process.]

Services

Insert description of any included service(s), such as support or maintenance services.

Other Changes to Standard Terms

Changes that apply for this Order Form only

By signing this Order Form, each party agrees to enter into this Order Form.

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

Software License Agreement

USING THE FRAMEWORK TERMS

The Framework Terms have 2 parts: (1) the Key Terms below (including any attached or referenced policies and documents) and (2) the Common Paper Software License Standard Terms Version 1.1 posted at https://commonpaper.com/standards/software-license-agreement/1.1 which are incorporated by reference. If there is any inconsistency between the parts of the Framework Terms, the Key Terms will control over the Standard Terms. Capitalized words have the meanings or descriptions given in the Cover Page or Standard Terms.

Key Terms

The key legal terms of this Agreement are as follows:

Effective Date
The date the Framework Terms start

- ☐ Date of last Cover Page signature
- ☐ _____
  Fill in custom Effective Date

Governing Law

The laws of _____
fill in state, province, and/or country

Chosen Courts
Jurisdiction or where disputes are filed

The courts (whether state, federal, or otherwise) located in _____
fill in state, province, and/or county

Covered Claims
Claims covered by indemnity obligations

- ☐ Provider Covered Claims: [Any action, proceeding, or claim that the Software, 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 arising from or related to Customer's or Users' breach or violation of Section 1.1 (License) or Section 2.1 (Restrictions on Customer).

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
  Fill in a number
- ☐ $ _____
  Fill in dollar amount
- ☐ The greater of $_____ or _____ x the Fees paid or payable by Customer to Provider in the 12 month period immediately before the claim
  fill in dollar amount; fill in a number other than 1

Increased Claims
Specific claims covered by the Increased Cap Amount

- ☐ Breach of Section 9 (Confidentiality) (however, excluding any data or security breaches)
- ☐ An Indemnifying Party's indemnification obligation
- ☐ Customer's breach of Section 1.1 (License) or Section 2.1 (Restrictions on Customer)
- ☐ A party's gross negligence or willful misconduct
- ☐ Breach of Section 9 (Confidentiality) resulting from gross negligence or willful misconduct (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

- ☐ _____ (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

- ☐ An Indemnifying Party's indemnification obligation
- ☐ Breach of Section 9 (Confidentiality) resulting from gross negligence or willful misconduct (however, excluding any data or security breaches)
- ☐ A party's gross negligence or willful misconduct
- ☐ Breach of Section 9 (Confidentiality) (however, excluding any data or security breaches)
- ☐ Customer's breach of Section 1.1 (License) or Section 2.1 (Restrictions on Customer)
- ☐ Other: _____ (fill in)

Additional Warranties

- ☐ By Provider: _____ (fill in)
- ☐ By Customer: _____ (fill in)

Attachments, Supplements & Modifications

DPA
Data Processing Agreement

_____
Attach or describe where to find.

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 in the Key Terms above. By signing this Cover Page, each party agrees to enter into the Framework Terms.

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

Software License Agreement

Standard Terms

1. Software

1.1. License. During the Subscription Period and subject to the terms of this Agreement, Provider grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as permitted in Section 10.6 (Assignment)) license to install and use the Software on systems owned or controlled by Customer for the Permitted Uses. If a Customer Affiliate enters a separate Order Form with Provider, the Customer's Affiliate creates a separate agreement between Provider and that Affiliate, where Provider's responsibility to the Affiliate is individual and separate from Customer and Customer is not responsible for its Affiliates' agreement.

1.2. User Accounts. If Customer's Users create an account in connection with use of the Software (including to seek support or participate in community activities through Provider's website), Customer is responsible for all actions on Users' accounts and for all Users' compliance with this Agreement. Customer and Users must protect the confidentiality of their passwords and login credentials. Customer will promptly notify Provider if it suspects or knows of any fraudulent activity with its accounts, passwords, or credentials, or if they become compromised.

1.3. Feedback and Usage Data. Customer may, but is not required to, give Provider Feedback, in which case Customer gives Feedback "AS IS". Provider may use all Feedback freely without any restriction or obligation. In addition, Provider may collect and analyze Usage Data, and Provider may freely use Usage Data to maintain, improve, enhance, and promote Provider's products and services without restriction or obligation. However, Provider may only disclose Usage Data to others if the Usage Data is aggregated and does not identify Customer or Users.

1.4. Machine Learning. Usage Data may be used and processed to develop, train, or enhance artificial intelligence or machine learning models that are part of Provider's products and services, including third-party components of the Product. However, (a) Usage Data must be aggregated before it can be used for these purposes, and (b) Provider will use commercially reasonable efforts consistent with industry standard technology to de-identify Usage Data before such use. Nothing in this section will reduce or limit Provider's obligations regarding Personal Data that may be contained in Usage Data under Applicable Data Protection Laws. Due to the nature of artificial intelligence and machine learning, information generated by these features may be incorrect or inaccurate. Product features that include artificial intelligence or machine learning models are not human and are not a substitute for human oversight.

1.5. Open Source Software. If the Software contains Open Source Software, Provider will use reasonable efforts to deliver to Customer any notices, source code, or other materials required by the license of the Open Source Software. On Customer's request, Provider will make available a list of Open Source Software contained in the particular version of Software being used by Customer. To the extent required by the license applicable to a particular Open Source Software, the terms of such license will apply to that Open Source Software instead of this Agreement. To the extent prohibited by the license applicable to a particular Open Source Software, certain restrictions in this Agreement do not apply to that Open Source Software. To the extent required by the license applicable to a particular Open Source Software, Provider makes an offer to provide the source code or related information of that Open Source Software.

1.6. Updates. During the Subscription Period, Provider will provide to Customer, at no additional charge, Updates, including, if applicable, updated Documentation that Provider makes generally available to its customers who have purchased the same Product and Services as Customer. Customer will install all Updates as soon as practicable after receipt.

1.7. Reservation of Rights. Provider retains all right, title, and interest in and to the Product, whether developed before or after the Effective Date.

2. Restrictions & Obligations

2.1. Restrictions on Customer.

a. Except as expressly permitted by this Agreement, Customer will not (and will not allow anyone else to): (i) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Product (except to the extent Applicable Laws prohibit this restriction); (ii) provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Product; (iii) remove any proprietary notices or labels; (iv) copy, modify, or create derivative works of the Product; (v) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms in the Product, including any such mechanism used to restrict or control the functionality of the Product; (vi) release, publish, or otherwise make available to any third party the results of any performance or functional evaluation of the Product without Provider's prior written approval; (vii) use the Product to develop a competing service or product; (viii) attempt to gain unauthorized access to any component or portion of the Product, other accounts, computer systems, or networks connected to the Product, or obtain or attempt to obtain any materials or information made available through any component or portion of the Product not intentionally made available by Provider to Customer or its Users; (ix) use the Product with any High Risk Activity or with any activity prohibited by Applicable Laws; or (x) use the Product in any Embargoed Country or allow use of the Product by a sanctioned person or entity.

b. Use of the Product must comply with all Documentation and License Limits.

2.2. Suspension. If Customer (a) has an outstanding, undisputed balance on its account for more than 30 days; (b) breaches Section 2.1 (Restrictions on Customer); or (c) uses the Product in violation of the Agreement or in a way that materially and negatively impacts the Product or others, then Provider may temporarily suspend Customer's access to the Product or Services with or without notice. However, Provider will try to inform Customer before suspending Customer's account when practical. Provider will reinstate Customer's access to the Product only if Customer resolves the underlying issue.

3. Payment & Taxes

3.1. Fees. Unless the Order Form specifies a different currency, all Fees are in U.S. Dollars and are exclusive of taxes. Except for the prorated refund of prepaid Fees allowed with specific termination rights given in the Agreement, Fees are non-refundable.

3.2. Invoicing. For a Payment Process with invoicing, Provider will send invoices for usage-based Fees in arrears and for all other Fees in advance, in each case according to the Payment Process.

3.3. Automatic Payment. For a Payment Process with automatic payment, Provider will automatically charge the credit card, debit card, or other payment method on file for Fees according to the Payment Process and Customer authorizes all such charges. In this case, Provider will make a copy of Customer's bills or transaction history available to Customer.

3.4. Taxes. Customer is responsible for all duties, taxes, and levies that apply to Fees, including sales, use, VAT, GST, or withholding, that Provider itemizes and includes in an invoice. However, Customer is not responsible for Provider's income taxes.

3.5. Payment. Customer will pay Provider Fees and taxes in U.S. Dollars, unless the Order Form specifies a different currency, according to the Payment Process.

3.6. Payment Dispute. If Customer has a good-faith disagreement about the Fees charged or invoiced, Customer must notify Provider about the dispute before payment is due, or within 30 days of an automatic payment if applicable, and must pay all undisputed amounts on time. The parties will work together to resolve the dispute within 15 days. If no resolution is agreed, each party may pursue any remedies available under the Agreement or Applicable Laws.

4. Term & Termination

4.1. Order Form and Agreement. For each Order Form, the Agreement will start on the Order Date, continue through the Subscription Period, and automatically renew for additional Subscription Periods unless one party gives notice of non-renewal to the other party before the Non-Renewal Notice Date.

4.2. Framework Terms. These Framework Terms will start on the Effective Date and continue for the longer of one year or until all Order Forms governed by the Framework Terms have ended.

4.3. Termination. Either party may terminate the Framework Terms or an Order Form immediately:

a. if the other party fails to cure a material breach of the Framework Terms or an Order Form following 30 days notice;

b. upon notice if the other party (i) materially breaches the Framework Terms or an Order Form in a manner that cannot be cured; (ii) dissolves or stops conducting business without a successor; (iii) makes an assignment for the benefit of creditors; or (iv) becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than 60 days.

4.4. Force Majeure. Neither party will be liable for a delay or failure to perform its obligations of this Agreement if and to the extent caused by a Force Majeure Event. Either party may terminate an affected Order Form upon notice if a Force Majeure Event prevents the Product from materially operating for 30 or more consecutive days. Provider will pay to Customer a prorated refund of any prepaid Fees for the remainder of the Subscription Period. A Force Majeure Event does not excuse Customer's obligation to pay Fees accrued prior to termination under this Section 4.4 (Force Majeure).

4.5. Effect of Termination. Termination of the Framework Terms will automatically terminate all Order Forms governed by the Framework Terms. Upon any expiration or termination:

a. Customer will no longer have any right to use the Product and will follow the Deletion Procedure to remove the Software.

b. Subject to Section 4.6(b) (Survival), each Recipient will return or destroy Discloser's Confidential Information in its possession or control.

c. Provider will submit a final bill or invoice for all outstanding Fees accrued before termination and Customer will pay the invoice according to Section 3 (Payment & Taxes).

4.6. Survival.

a. The following sections will survive expiration or termination of the Agreement: Section 1.3 (Feedback and Usage Data), Section 1.4 (Machine Learning), 1.7 (Reservation of Rights), Section 2.1 (Restrictions on Customer), Section 3 (Payment & Taxes) for amounts accrued or payable before expiration or termination, Section 4.5 (Effect of Termination), Section 4.6 (Survival), Section 5 (Representations & Warranties), Section 6 (Disclaimer of Warranties), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 9 (Confidentiality), Section 10 (General Terms), Section 11 (Definitions), and the portions of a Cover Page referenced by these sections.

b. Each Recipient may retain Discloser's Confidential Information in accordance with its standard backup or record retention policies maintained in the ordinary course of business or as required by Applicable Laws, in which case Section 9 (Confidentiality) will continue to apply to retained Confidential Information and Recipient may not access Discloser's Confidential Information except as required by Applicable Laws.

5. Representations & Warranties

5.1. Mutual. Each party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; (c) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this Agreement; and (d) it will comply with the Additional Warranties.

5.2. Provider Warranty. Provider warrants that, for the Warranty Period, the Software will substantially conform in all material respects to the specifications set forth in the Documentation when installed, operated, and used according to the Agreement.

5.3. Warranty Exclusions. The warranty in Section 5.2 (Provider Warranty) does not apply to, nor will Provider be responsible or liable for, any issues arising from: (a) Software that has been modified or damaged by Customer or its Users or agents, (b) use of the Software in a manner other than as permitted by the Agreement, such as using the Software in combination with any software, hardware, firmware, system, or network other than as intended (c) Customer's failure to properly install Updates within a reasonable amount of time; or (d) material breach of this Agreement.

5.4. Provider Warranty Remedy. If Provider breaches the warranty in Section 5.2 (Provider Warranty), Provider will take the following steps, as applicable, to remedy such breach: (a) repair or replacing any damaged or defective Software; (b) amend, supplement, or replace any inaccurate Documentation; or (c) replace the Software with a functionally equivalent alternative, in which case the new software will, upon install or deployment, constitute Software under this Agreement. This Section 5.4 (Provider Warranty Remedy) describes Customer's exclusive remedy and Provider's entire liability for a breach or alleged breach of Section 5.2 (Provider Warranty).

6. Disclaimer of Warranties

6.1. Provider makes no guarantees that the Product will always be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. The warranties in Section 5 (Representations & Warranties) do not apply to any misuse or unauthorized modification of the Product, nor to any product or service provided by anyone other than Provider. Except for the warranties in Section 5 (Representations & Warranties), Provider and Customer each disclaim all other warranties and conditions, whether express or implied, including the implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. These disclaimers apply to the maximum extent permitted by Applicable Laws.

7. Limitation of Liability

7.1. Liability Caps.

a. Except as provided in Section 7.4 (Exceptions), each party's total cumulative liability for all claims arising out of or relating to this Agreement will not be more than the General Cap Amount.

b. If there are Increased Claims, each party's total cumulative liability for all Increased Claims arising out of or relating to this Agreement will not be more than the Increased Cap Amount.

7.2. Damages Waiver. Except as provided in Section 7.4 (Exceptions), under no circumstances will either party be liable to the other for lost profits or revenues (whether direct or indirect), or for consequential, special, indirect, exemplary, punitive, or incidental damages relating to this Agreement, even if the party is informed of the possibility of this type of damage in advance. Examples of these types of damages include lost or otherwise corrupted data, cost of replacement of or restoration of data, delays or failure to transmit or receive data, business interruption, failure to realize expected savings, cost of substitute products or services, loss of goodwill, or reputational damage.

7.3. Applicability. The limitations and waivers contained in Sections 7.1 (Liability Caps) and 7.2 (Damages Waiver) apply to all liability, whether in tort (including negligence), contract, breach of statutory duty, or otherwise.

7.4. Exceptions. The liability cap in Section 7.1(a) does not apply to any Increased Claims. Section 7.1 (Liability Caps) does not apply to any Unlimited Claims. Section 7.2 (Damages Waiver) does not apply to any Increased Claims, any breach of Section 9 (Confidentiality), or Customer's breach of Section 1.1 (License) or Section 2.1 (Restrictions on Customer). Nothing in this Agreement will limit, exclude, or restrict a party's liability to the extent prohibited by Applicable Laws.

8. Indemnification

8.1. Protection by Provider. Provider will indemnify, defend, and hold harmless Customer from and against all Provider Covered Claims made by someone other than Customer, Customer's Affiliates, or Users, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys' fees and other legal expenses, that arise from the Provider Covered Claims.

8.2. Protection by Customer. Customer will indemnify, defend, and hold harmless Provider from and against all Customer Covered Claims made by someone other than Provider or its Affiliates, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys' fees and other legal expenses, that arise from the Customer Covered Claims.

8.3. Procedure. The Indemnifying Party's obligations in this section are contingent upon the Protected Party: (a) promptly notifying the Indemnifying Party of each Covered Claim for which it seeks protection; (b) providing reasonable assistance to the Indemnifying Party at the Indemnifying Party's expense; and (c) giving the Indemnifying Party sole control over the defense and settlement of each Covered Claim. A Protected Party may participate in a Covered Claim for which it seeks protection with its own attorneys only at its own expense. The Indemnifying Party may not agree to any settlement of a Covered Claim that contains an admission of fault or otherwise materially and adversely impacts the Protected Party without the prior written consent of the Protected Party.

8.4. Changes to Product. If required by settlement or court order, or if deemed reasonably necessary in response to a Provider Covered Claim, Provider may: (a) obtain the right for Customer to continue using the Product; (b) replace or modify the affected component of the Product without materially reducing the general functionality of the Product; or (c) if neither (a) nor (b) are reasonable, terminate the affected Order Form and issue a pro-rated refund of prepaid Fees for the remainder of the Subscription Period.

8.5. Exclusions. Provider's obligations as an Indemnifying Party will not apply to Provider Covered Claims that result from (i) modifications to the Product that were not authorized by Provider or that were made in compliance with Customer's instructions; (ii) unauthorized use of the Product, including use in violation of this Agreement; (iii) use of the Product in combination with items not provided by Provider; or (iv) use of an old version of the Product where an Update would avoid the Provider Covered Claim.

8.6. Exclusive Remedy. This Section 8 (Indemnification), together with any termination rights, describes each Protected Party's exclusive remedy and each Indemnifying Party's entire liability for a Covered Claim.

9. Confidentiality

9.1. Non-Use and Non-Disclosure. Except as otherwise authorized in the Agreement or as needed to fulfill its obligations or exercise its rights under this Agreement, Recipient will not (a) use Discloser's Confidential Information; nor (b) disclose Discloser's Confidential Information to anyone else. In addition, Recipient will protect Discloser's Confidential Information using at least the same protections Recipient uses for its own similar information but no less than a reasonable standard of care.

9.2. Exclusions. Confidential Information does not include information that (a) Recipient knew without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information.

9.3. Required Disclosures. Recipient may disclose Discloser's Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient provides Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at Discloser's expense, with Discloser's efforts to obtain confidential treatment for the Confidential Information.

9.4. Permitted Disclosures. Recipient may disclose Discloser's Confidential Information to Users, employees, advisors, contractors, and representatives who each have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 9 (Confidentiality) and Recipient remains responsible and liable for everyone's compliance with the terms of this Section 9 (Confidentiality). In addition, Provider may use and disclose Customer's Confidential Information as necessary to provide the Product and Services.

10. General Terms

10.1. Entire Agreement. This Agreement is the only agreement between the parties about its subject and this Agreement supersedes all prior or contemporaneous statements (whether in writing or not) about its subject. Provider expressly rejects any terms included in Customer's purchase order or similar document, which may only be used for accounting or administrative purposes. No terms or conditions in any Customer documentation or online vendor portal will apply to Customer's use of the Product unless expressly agreed to in a legally binding written agreement signed by an authorized Provider representative, regardless of what such terms may say.

10.2. Modifications, Severability, and Waiver. Any waiver, modification, or change to the Agreement must be in writing and signed or electronically accepted by each party. If any term of this Agreement is determined to be invalid or unenforceable by a relevant court or governing body, the remaining terms of this Agreement will remain in full force and effect. The failure of a party to enforce a term or to exercise an option or right in this Agreement will not constitute a waiver by that party of the term, option, or right.

10.3. Governing Law and Chosen Courts. The Governing Law will govern all interpretations and disputes about this Agreement, without regard to its conflict of laws provisions. The parties will bring any legal suit, action, or proceeding about this Agreement in the Chosen Courts and each party irrevocably submits to the exclusive jurisdiction of the Chosen Courts.

10.4. Injunctive Relief. Despite Section 10.3 (Governing Law and Chosen Courts), a breach of Section 9 (Confidentiality) or the violation of a party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 9 (Confidentiality) or violation of a party's intellectual property rights, the non-breaching or non-violating party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.

10.5. Non-Exhaustive Remedies. Except where the Agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a party.

10.6. Assignment. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. However, either party may assign this Agreement upon notice if the assigning party undergoes a merger, change of control, reorganization, or sale of all or substantially all its equity, business, or assets to which this Agreement relates. Any attempted but non-permitted assignment is void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

10.7. Beta Products. If Provider gives Customer access to a Beta Product, the Beta Product is provided "AS IS" and Section 5.2 (Provider Warranty) does not apply to any Beta Products. Customer acknowledges that Beta Products are experimental in nature and may be modified or removed at Provider's discretion with or without notice.

10.8. Logo Rights. Provider may identify Customer and use Customer's name and logo in marketing to identify Customer as a user of Provider's products and services. However, Provider may not otherwise make any public announcements referencing Customer without Customer's prior approval.

10.9. Notices. Any notice, request, or approval about the Agreement must be in writing and sent to the Notice Address. Notices will be deemed given (a) upon confirmed delivery if by email, registered or certified mail, or personal delivery; or (b) two days after mailing if by overnight commercial delivery.

10.10. Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation.

10.11. No Third-Party Beneficiary. There are no third-party beneficiaries of this Agreement.

10.12. Export Controls. Customer may not remove or export from the United States or allow the export or re-export of the Product or any related technology or materials in violation of any restrictions, laws, or regulations of the United States Department of Commerce, OFAC, or any other United States or foreign agency or authority. Customer represents and warrants that it is not (a) a resident or national of an Embargoed Country; (b) an entity organized under the laws of an Embargoed Country; (c) designated on any list of prohibited, restricted, or sanctioned parties maintained by the U.S. government or agencies or other applicable governments or agencies, including OFAC's Specially Designated Nationals and Blocked Persons List and the UN Security Council Consolidated List; nor (d) 50% or more owned by any party designated on any of the above lists. Provider may terminate this Agreement immediately without notice or liability to comply, as determined in Provider's sole discretion, with applicable export controls and sanctions laws and regulations.

10.13. Government Rights. The Software is deemed "commercial items" or "commercial computer software" according to FAR section 12.212 and DFAR section 227.7202, and the Documentation is "commercial computer software documentation" according to DFAR section 252.227-7014(a)(1) and (5). Any use, modification, reproduction, release, performance, display, or disclosure of the Product by the U.S. Government will be governed solely by the terms of this Agreement and all other use is prohibited.

10.14. Anti-Bribery. Neither party will take any action that would be a violation of any Applicable Laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Provider or Customer in retaining or obtaining business. Examples of these kinds of laws include the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

10.15. Titles and Interpretation. Section titles are for convenience and reference only. All uses of "including" and similar phrases are non-exhaustive and without limitation. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transaction Act do not apply to this Agreement.

10.16. Signature. This Agreement may be signed in counterparts, including by electronic copies or acceptance mechanism. Each copy will be deemed an original and all copies, when taken together, will be the same agreement.

11. Definitions

11.1. Defining Variables. Variables have the meanings or descriptions given on a Cover Page. However, if the Order Form and the governing Framework Terms omit or do not define a Variable, the default meaning will be "none" or "not applicable" and the correlating clause, sentence, or section does not apply to that Agreement.

11.2. "Affiliate" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest.

11.3. "Agreement" means the Order Form between Provider and Customer as governed by the Framework Terms.

11.4. "Applicable Data Protection Laws" means the Applicable Laws that govern how the Product may process or use an individual's personal information, personal data, personally identifiable information, or other similar term.

11.5. "Applicable Laws" means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern Provider or Customer.

11.6. "Beta Product" means an early or prerelease feature or version of the Product that is identified as beta or similar, or a version of the Product that is not generally available.

11.7. “Confidential Information” means information in any form disclosed by or on behalf of a Discloser, including before the Effective Date, to a Recipient in connection with this Agreement that (a) the Discloser identifies as “confidential”, “proprietary”, or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes the existence of this Agreement and the information on each Cover Page. Provider’s Confidential Information includes non-public information about the Product.

11.8. “Cover Page” means a document that is signed or electronically accepted by the parties, incorporates these Standard Terms or is governed by the Framework Terms, and identifies Provider and Customer. A Cover Page may include an Order Form, Key Terms, or both.

11.9. “Covered Claim” means either a Provider Covered Claim or Customer Covered Claim.

11.10. “Discloser” means a party to this Agreement when the party is providing or disclosing Confidential Information to the other party.

11.11. “Documentation” means the usage manuals and instructional materials for the Software that are made available by Provider.

11.12. “Embargoed Country” means any country or region to or from where Applicable Laws generally restrict the export or import of goods, services, or money.

11.13. “Feedback” means suggestions, feedback, or comments about the Product or related offerings.

11.14. “Fees” means the applicable amounts described in an Order Form.

11.15. “Force Majeure Event” means an unforeseen event outside a party’s reasonable control where the affected party took reasonable measures to avoid or mitigate the impacts of the event. Examples of these kinds of events include unpredicted natural disasters like a major earthquake, war, pandemic, riot, act of terrorism, or public utility or internet failure.

11.16. “Framework Terms” means these Standard Terms, the Key Terms between Provider and Customer, and any policies and documents referenced in or attached to the Key Terms.

11.17. “GDPR” means European Union Regulation 2016/679 as implemented by local law in the relevant European Union member nation, and by section 3 of the United Kingdom’s European Union (Withdrawal) Act of 2018 in the United Kingdom.

11.18. “High Risk Activity” means any situation where the use or failure of the Product could be reasonably expected to lead to death, bodily injury, or environmental damage. Examples include full or partial autonomous vehicle technology, medical life-support technology, emergency response services, nuclear facilities operation, and air traffic control.

11.19. “Indemnifying Party” means a party to this Agreement when the party is providing protection for a particular Covered Claim.

11.20. “Key Terms” means a Cover Page that includes the key legal details and Variables for this Agreement. The Key Terms may include details about Covered Claims, set the Governing Law, or contain other details about this Agreement.

11.21. “OFAC” means the United States Department of Treasury’s Office of Foreign Assets Control.

11.22. “Open Source Software” means any software that is distributed as “free software”, as “open source software”, under a “copyleft” agreement, or is otherwise subject to the terms of any license that requires, as a condition on the use, copying, modification, or distribution of such software that the software (a) be disclosed or distributed in source code form, (b) be licensed for the purpose of making derivative works, or (c) be redistributed at no or minimal charge.

11.23. “Order Form” means a Cover Page that includes the key business details and Variables for this Agreement that are not defined in the Framework Terms. An Order Form includes the policies and documents referenced in or attached to the Order Form. An Order Form may include details about the Software, length of Subscription Period, or other details about the Product.

11.24. “Personal Data” will have the meaning(s) set forth in the Applicable Data Protection Laws for personal information, personal data, personally identifiable information, or other similar term.

11.25. “Product” means the Software and Documentation.

11.26. “Protected Party” means a party to this Agreement when the party is receiving the benefit of protection for a particular Covered Claim.

11.27. “Recipient” means a party to this Agreement when the party receives Confidential Information from the other party.

11.28. “Services” means the support and maintenance services described in the Order Form.

11.29. “Software” means the product described in the Order Form and provided Updates.

11.30. “Standard Terms” means these Common Paper Software License Standard Terms Version 1.1, which are posted at https://commonpaper.com/standards/software-license-agreement/1.1.

11.31. “Updates” means updates and maintenance releases to the Software made available by Provider to Customer.

11.32. “Usage Data” means data and information about the provision, use, and performance of the Product and related offerings based on Customer’s or User’s use of the Product.

11.33. “User” means any individual who uses the Product on Customer’s behalf or through Customer’s account.

11.34. “Variable” means a word or phrase that is highlighted and capitalized, such as Subscription Period or Governing Law.