Agreement Details

This agreement ("**Agreement**") constitutes a contract between the customer entity and **CORE42 TECHNOLOGY PROJECTS LLC** a limited liability company incorporated in the Emirate of Abu Dhabi, United Arab Emirates with license number CN-4236037 and registered address at Capital Gate Tower, Khaleej Al Arabi Street, Abu Dhabi, UAE ("**we**", "**us**", "**our**" or "**Core42**").

Customer Details (complete details of person or entity procuring Services)	
Legal name	
Place of incorporation	
License or company number	
Registered address or principal place of business	

This Agreement takes effect on the date specified in the table set out below (the "**Effective Date**"):

Effective Date	

Unless otherwise stated, capitalized terms used in this Agreement have the meanings given to them in Clause 16 and the rules of interpretation set out in Clause 16 shall apply.

This Agreement governs your access to and use of the Services and consists of the terms set out below as well as those set out or referred to in any Service Order.

The parties have duly executed signed this Agreement in any number of counterparts of identical content as of the date first above written:

Signed for and on behalf of the Customer by:			
Name	**Designation**	**Date**	**Signature**

Signed for and on behalf of Core42 by:			
Name	**Designation**	**Date**	**Signature**

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Service Order No. 1

This Service Order No. 1 is between, forms part of and is governed by the terms of the Agreement between the Customer and Core42.

Account Name (In case of creation: please specify the new name for Account. In case of change request: please specify the name of existing Account)

Commercial Details	
Services	[INSERT OR REFER TO DESCRIPTION OF: (A) PLATFORM SERVICES; AND (B) PROFESSIONAL SERVICES (INCLUDING ASSOCIATED DELIVERABLES AND THE LICENSE TERM (I.E. LICENSE DURATION) OF ANY DELIVERABLES)]
Customer Support Plan	☐ Basic ☐ Business ☐ Enterprise
Fees	[INSERT OR REFER TO FEE ARRANGEMENTS, INCLUDING FREQUENCY OF INVOICING]
Evaluation Annex	[To the extent you are using an evaluation voucher to pay our Fees then, during the applicable Evaluation Period, as defined in this Service Order and in Annex B (the **Evaluation Annex**): - we will provide the Services in accordance with this Service Order and the Agreement, as amended by the Evaluation Annex; and - you may access and use the Services in accordance with this Service Order and the Agreement, as amended by the Evaluation Annex.]
Evaluation Voucher Value (if applicable)	
Maximum Evaluation Period (if applicable)	
Service Commencement Date	
Committed Service Period	
Add/remove services	
Other terms	

Technical Contact Person/SuperAdmin (Required for Account creation only)			
Name			
Company Name		**Email Address**	
Designation		**Contact No**	

Information Security Contact Person	
Name	

Designation		Contact No	
Primary Email		Secondary Email	

How Core42 may use this contact information?

Core42 may use this contact information to notify you of events that may impact the security of your Account and to send periodic informational reports. These notifications may include information about detected security anomalies in your Account, such as potentially unauthorized activity, general system misconfigurations, and the like. Due to the nature of security events and the need to respond to incidents in a timely manner, it is important that this contact be available immediately when needed.

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SERVICES AGREEMENT

1. SERVICE ORDERS

1.1   From time to time the parties may agree Service Orders under which Core42 shall supply the applicable Services.

1.2   Each Service Order shall be substantively in the form set out in Annex A (Template Service Order) to this Agreement.

1.3   The Template Service Order envisages that that the Services to be supplied and the Fees that will be payable under each Service Order shall be specified in such Service Order.

1.4   Once a Service Order has been agreed and signed by the parties it shall be deemed to form part of this Agreement and shall not form a separate contract to it.

1.5   As at the Effective Date, the parties agree that the terms set out in Service Order No. 1 shall apply and shall form part of this Agreement.

2. SERVICES

***Platform* Services**

2.1   We will provide the Platform Services in accordance with this Agreement, including each applicable Customer Support Plan, Service Level Agreement and Service Order.

2.2   You may access and use the Platform Services in accordance with this Agreement, including each applicable Customer Support Plan, Service Level Agreement and Service Order.

2.3   To access the Platform Services:

(a)   you must have an Account associated with a valid email address and a form of payment (which we recognize as being valid); and

(b)   we must be satisfied that you are eligible to have an Account.

Professional Services

2.4   We will supply the Professional Services in accordance with this Agreement and each Service Order in all material respects.

2.5   We will use reasonable skill and care in supplying the Professional Services under each Service Order.

2.6   In respect of the Professional Services, we will use reasonable endeavors to meet any performance dates specified in a Service Order, but any such dates shall be estimates only and time for performance by us shall not be of the essence of this Agreement.

Service Orders

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2.7   From time to time you may agree Service Orders with us under which we supply specific Services. Any such agreed Service Order shall be governed by and shall form part of this Agreement and shall not form a separate contract to it.

3.   YOUR RESPONSIBILITIES

3.1   Except to the extent caused by our breach of this Agreement, you are responsible for all activities that occur under your Account, regardless of whether the activities are authorized or undertaken by you, an End User or other third party.

3.2   You are also responsible for all End Users' use of Your Data and the Services and for ensuring that all End Users comply with your obligations under this Agreement. If you become aware of any End User causing you to breach your obligations under this Agreement, or you reasonably suspect such a breach has occurred or may occur, you will immediately suspend such End User's access to Your Data and to the Services.

3.3   You are responsible for:

(a)   obtaining and maintaining any licenses, consents and notices required:

(i)   to permit your use and receipt of the Services; and

(ii)   for us to access, store, and process Your Data in accordance with this Agreement;

(b)   the security of Your Data, including the implementation and maintenance of any technical and security measures you implement with respect to Your Data;

(c)   backing up Your Data (as you consider appropriate);

(d)   taking all appropriate action and deploying and implementing all necessary controls and measures to secure and protect Your Data, including encrypting Your Data and using suitable anti-malware protection;

(e)   the security and confidentiality of all authentication credentials associated with your use of the Services, whether provided by us or created by you ("**Authentication Credentials**"), and for ensuring such credentials are only for your and your End Users' internal use;

(f)   creating log-in details for End User accounts and setting up their user profile securely using the functionality we provide; and

(g)   controlling access to, and all activities carried out in respect of Your Data by you, any End User or other third party, irrespective of whether your Authentication Credentials have been subject to any accidental or unlawful loss, access or disclosure.

3.4   You will not (and will procure that the End Users do not) share, disclose, provide access to, sell, transfer or sub-license the Authentication Credentials to any other entity or person. If you become aware of or reasonably suspect any accidental or unlawful access to, or loss or disclosure of, your Authentication Credentials has occurred or may occur, you shall reset your Authentication Credentials

immediately and contact us immediately.

3.5   You will ensure that Your Data and the use of Your Data (by you, an End User or other third party), will not:

(a)   violate the terms of this Agreement or applicable law; or

(b)   infringe or misappropriate any Intellectual Property Rights.

3.6   You will not use or access the Services (and you will not allow third parties to use the Services):

(a)   to violate, or encourage the violation of, the legal rights (including any Intellectual Property Rights) of others;

(b)   for any unlawful, offensive, invasive, infringing, defamatory, fraudulent, obscene or abusive purpose, including related to child pornography, bestiality and other types of illegal sexual content;

(c)   to intentionally transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

(d)   to interfere with the use of any Core42 Platform, or the equipment used to provide any Core42 Platform, by our other customers or other authorized third parties;

(e)   from or for the benefit of, or export or re-export any element of the Services or any Core42 Platform into, any Sanctioned Territory or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, any other restricted party lists (existing now or in the future) identified by the Office of Foreign Asset Control, or the U.S. Department of Commerce Denied Persons List or Entity List, or any other restricted party lists; or

(f)   to disable, interfere with or circumvent any aspect of any Core42 Platform.

3.7   You will not (and you will not permit any End User to):

(a)   modify, distribute, alter, tamper with, repair, or otherwise create derivative works of the Services;

(b)   reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services (except to the extent applicable law doesn't allow this restriction);

(c)   attempt automated means to scrape content from any Core42 Platform;

(d)   send us any personal information of children the applicable age of digital consent or allow minors to use the Services without consent from their parent or guardian; or

(e)   access or use the Services in a way intended to avoid incurring Fees or exceeding usage limits or quotas as agreed in a Service Order.

3.8   If Your Data contains personal data or you use the Services to process personal data, you must:

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(a) provide legally adequate privacy notices and obtain necessary consents for the processing of personal data by the Services; and

(b) process personal data in accordance with applicable law.

3.9 Unless otherwise agreed in the relevant Service Order:

(a) if we supply any Third Party Products under this Agreement, such products are supplied under the license terms provided by the relevant third parties, copies of which shall be provided to you; and

(b) you agree to be bound by such license terms to the relevant third party (which may include you paying separate fees).

4. SECURITY

4.1 Without limiting any other provisions or obligations in this Agreement, we will implement reasonable and appropriate technical and organizational measures in respect of the Core42 Platform(s) in order to help you secure Your Data against accidental or unlawful loss, access or disclosure.

4.2 We will not access or use Your Data except as necessary to:

(a) supply the Services;

(b) calculate the Fees (if we supply the Services on a usage basis); and

(c) comply with the law or a binding order of a Governmental Authority.

Accordingly, you consent to us collecting and retaining accessing and using Your Data for such purposes.

5. FEES AND PAYMENT

5.1 You are responsible for all Fees applied to your Account.

5.2 We will calculate and send you invoices for the Fees which you will pay in accordance with this Clause 5 and each Service Order.

5.3 We will issue our invoices in accordance with the relevant Service Order and you will pay our invoices within thirty (30) days of the date of the invoice.

5.4 All sums payable to us under this Agreement:

(a) are exclusive of VAT, and you shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of an invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.5 We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on late payments, from the payment due date until we receive payment in full.

6. TEMPORARY SUSPENSION

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6.1   We may suspend your right to access or use all or any portion of the Services immediately upon notice to you:

    (a)   if we determine your, or an End User's, use of the Services:

        (i)   poses a security risk to the Services, to us or our affiliates, to our other customers or to any other third party;

        (ii)   could adversely impact our or any of our affiliates' systems, the Services, or the systems or data of any other customer;

        (iii)   could subject us, our affiliates, or any third party to liability; or

        (iv)   could be fraudulent;

    (b)   if we determine you are in breach of this Agreement, including your payment obligations under Clause 5; or

    (c)   in the event of Insolvency Proceedings.

6.2   If we suspend your right to access or use all or any portion of the Services:

    (a)   you remain responsible for all Fees you incur during the period of suspension;

    (b)   you will not be entitled to any service credits under the Service Level Agreements for any period of suspension; and

    (c)   we will endeavor to provide you with reasonable timelines in order for you to remediate the cause of the suspension.

7.   TERMINATION

7.1   This Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with this Clause 7.

7.2   Either party may terminate this Agreement in whole or in part (including any Service Order):

    (a)   for convenience by providing the other party at least ninety (90 days' advance written notice, provided that any such termination notice shall not take effect before the expiry of the then current Committed Service Period or Renewal Period (as applicable); or

    (b)   for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of thirty (30) days from receipt of notice from the non-breaching party.

7.3   We may also terminate this Agreement in whole or in part (including any Service Order) immediately upon notice to you:

    (a)   if we have the right to suspend under Clause 6;

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(b)   if any software or other technology provided by a third party which relates to the Services is amended or no longer available; or

(c)   in order to comply with the law or any request of a Governmental Authority.

8.   EFFECT OF TERMINATION

8.1   Upon the effective date of termination of this Agreement:

(a)   except as provided in Clause 8.2, all your rights under this Agreement immediately terminate;

(b)   you remain responsible for all Fees you have incurred until the date of termination and you are responsible for any and all Fees you incur during the Termination Period (as defined below);

(c)   except as provided in Clause 8.2, each party shall return and make no further use of any data, documentation, software, equipment, property or other items (and all copies of them) belonging to the other party; and

(d)   Clauses 3, 5, 8.1, 9, 10, 12, **Error! Reference source not found.**, 14, 15 and 16 will continue to apply in accordance with their terms.

8.2   Unless we terminate your use of the Services under Clause 7.2(b) or Clause 7.3, during the period of thirty (30) days following the date of termination (the "**Termination Period**"):

(a)   we will not take action to remove from the any Core42 Platform, or any other of our systems, any of Your Data; and

(b)   provided you have paid all amounts due under this Agreement, we will allow you to retrieve Your Data from the Services.

For any use of the Services during the Termination Period, the provisions of this Agreement will apply and you will pay the applicable Fees in accordance Clause 5 and any further instructions we provide to you.

9.   INDEMNIFICATION

9.1   You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to:

(a)   your or any End Users' use of the Services;

(b)   any breach of Clause 3.7 of this Agreement or any violation of applicable law by you, any End User or other third party; or

(c)   any third party claim alleging that any of Your Data infringes or misappropriates a third party's Intellectual Property Rights, and you will pay the amount of any adverse final judgment or settlement.

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9.2   Subject to you complying with this Clause 9, we will defend you and your employees, officers, and directors against any third party claim alleging that the Services infringe or misappropriate that third party's Intellectual Property Rights, and will pay the amount of any adverse final judgment or settlement.

9.3   We will have no obligations or liability under this Clause 9 arising from infringement by combinations of the Services or Your Data, as applicable, with any other product, service, software, data, content or method. In addition, we will have no obligations or liability arising from your or any End User's use of the Services after we have notified you to discontinue such use.

9.4   The remedies we provide in this Clause 9 are your sole and exclusive remedies for any third party claims of infringement or misappropriation of Intellectual Property Rights by the Services or by Your Data, as applicable.

9.5   For any claim covered by Clause 9.2, we will, at our election, either:

(a)   procure the rights to use that portion of the Services alleged to be infringing;

(b)   replace the alleged infringing portion of the Services with a non-infringing alternative;

(c)   modify the alleged infringing portion of the Services to make it non-infringing; or

(d)   terminate the allegedly infringing portion of the Services or this Agreement.

9.6   Our obligations under this Clause 9 will only apply if you:

(a)   gives the us prompt written notice of the claim;

(b)   permit us to control the defense and settlement of the claim; and

(c)   reasonably cooperate us (at our expense) in the defense and settlement of the claim. In no event will you agree to any settlement of any claim that involves any commitment, other than the payment of money, without our written consent.

10.   LIMITATION OF LIABILITY

10.1   Nothing in this Agreement shall operate so as to exclude or limit our liability

for:

(a)   death or personal injury arising out of negligence;

(b)   fraud or fraudulent misrepresentation; or

(c)   any other liability that cannot be excluded or limited by law.

10.2   Subject to Clause 10.1, under no circumstances shall Core42 be liable under or in relation to this Agreement, including under all Service Orders and however arising, including (but not limited to) liability for breach of contract,

misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty or otherwise for any of the following types of loss or damage:

(a)   any indirect or consequential loss or damage;

(b)   any loss of profits, loss of revenue, loss of use, loss of customers, loss of anticipated savings, loss of goodwill or loss of contracts or any loss arising from damaged, corrupted or lost data (in each case whether direct or indirect or consequential); and/or

(c)   any punitive or exemplary damages,

even if Core42 knew of, had been advised of the possibility of, or foreseen that such loss or damage may be incurred.

10.3   Subject to Clause 10.1 and Clause 10.2, under no circumstances shall our total aggregate liability (however arising) under or in relation to this Agreement (including under all Service Orders), including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, liability under any indemnity or any other liability, exceed a sum equal to the total fees paid in the first twelve (12) months of the Term.

10.4   Except as otherwise expressly provided for in this Agreement:

(a)   the Services are provided on an "as is" basis; and

(b)   to the greatest extent permitted by applicable law, Core42 hereby excludes all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law.

11. CHANGES

11.1   We may modify this Agreement at any time by notifying you in accordance with Clause 12 or by publishing the updated version on our website.

11.2   We will provide you with at least ninety (90) days' prior notice if we:

(a)   amend or discontinue any of the Services and doing so will discontinue material functionality of the Services; or

(b)   make materially adverse changes to any Service Level Agreement or Customer Support Plan.

11.3   Such ninety (90) days' notice will not be required under Clause 11.2 if it would:

(a)   pose a security or Intellectual Property Rights issue or other issue or risk to us, our affiliates, our vendors, our other customers or the Services;

(b)   be economically or technically burdensome and unreasonable; or

(c)   cause us to breach applicable law or guidance from a Governmental Authority.

12. NOTICES

12.1   We may provide any notice to you under this Agreement by sending you an email to the email address then associated with your Account, which will be the email address used to accept this Agreement unless expressly stated otherwise by you in writing or by contacting you by personal delivery, overnight courier or registered or certified mail to the mailing address set out in the Agreement Details. You may update such details for notices to you by emailing us.

12.2   You may provide us notice by contacting us by personal delivery, overnight courier or registered or certified mail to the mailing address, or by email. The mailing address and email details are set out in the Agreement Details. We may update such details for notices to us by posting a notice on our website or by emailing you.

12.3   Notices provided by personal delivery and email will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three (3) business days after they are sent

13.   OUR BRAND, INTELLECTUAL PROPERTY AND OTHER MATTERS

13.1   Subject to your compliance with this Agreement, we grant you a revocable, non-exclusive, non-transferrable, limited right to use the written name of "Core42" in your marketing channels solely for the purpose of informing the relevant recipient that you use the Services. For the avoidance of doubt, this limited right does not include a right to use any logo or similar representation of the Core42 name, and you hereby acknowledge that you are not granted any further rights in respect of the Core42 Marks. Should you wish to use the Core42 Marks for any purpose not permitted in this Clause 13.1, you must request and we must provide our express prior written consent.

13.2   We hereby grant to you, or shall procure the direct grant to you of, a non-exclusive, worldwide, royalty-free and non-transferable licence to use each Deliverable during the Licence Term applicable to such Deliverable solely for your internal business purposes. Intellectual Property Rights created by us or any individual or third party we engage to create any Deliverable or supply any Service, shall belong to and vest in Core42 or its nominees and you shall sign any documentation requested by Core42 to ensure that such Intellectual Property Rights vest in Core42 or such nominees.

13.3   Unless otherwise agreed in the relevant SOW, you shall not sub-license, assign or otherwise transfer the rights granted in Clause 13.2.

13.4   Except as provided in Clauses 13.1 and 13.2, you obtain no rights under this Agreement from Core42, its affiliates or its licensors to the Services, Deliverables or the Core42 Marks, including any related Intellectual Property Rights.

13.5   If you provide any Suggested Improvements to us or our affiliates, we and our affiliates will be entitled to use the Suggested Improvements without restriction. You hereby irrevocably assign, and agree to assign, to us all right, title, and interest in and to the Suggested Improvement and agree to provide us with any assistance we require to document, perfect, and maintain our rights in the

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Suggested Improvement.

13.6   We may collect and use Usage Data to develop, improve, support, and operate the Services. We may not share Usage Data with a third party except to the extent the Usage Data is aggregated and anonymized such that You cannot reasonably be identified

14.   ENTIRE AGREEMENT

14.1   This Agreement (including all Service Orders entered into under it) constitutes the entire agreement between the parties and supersedes and extinguishes all agreements, arrangements, promises, undertakings, proposals, warranties, representations and understandings between them at any time before their respective signature ("**Pre-Contractual Statements**"), whether written or oral, relating to its subject matter.

14.2   Each party acknowledges that in entering into this Agreement it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of this Agreement, other than those which are set out expressly in this Agreement.

14.3   Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on, and hereby waives all rights and remedies which might otherwise be available to it in relation to, any Pre-Contractual Statement.

14.4   Nothing in this Clause 14 shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment.

15.   GENERAL

15.1   You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent.

15.2   We may subcontract our obligations under this Agreement but we will remain liable to you for any subcontracted obligations.

15.3   Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (other than a payment obligation) if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three (3) consecutive months, the party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the affected party.

15.4   No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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15.5   You represent to us that you are authorized to enter into this Agreement. If you are entering into this Agreement on behalf of an entity, such as the company you work for, you represent to us that you are authorized to bind that entity.

15.6   Neither party will issue any press release or make any other public communication with respect to this Agreement without the prior written consent of the other party.

15.7   Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

15.8   If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this Clause 15.8, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.9   Except as provided in Clause 9 and Clause **Error! Reference source not found.**, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.10   All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of this Agreement will control if there is any conflict

15.11   Unless expressly required otherwise by law, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.12   Each party irrevocably agrees that the courts of the Abu Dhabi Global Market in Abu Dhabi shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

16.   DEFINITIONS AND INTERPRETATION

16.1   Definitions

"**Account**" means your Core42 Platform account.

"**Committed Service Period**" has the meaning given to it in the applicable Service Order.

"**Core42 Marks**" means any trademarks, service marks, service or trade names, logos, and other designations of Core42 and/or its affiliates that we may make available to you in connection with this Agreement or that you otherwise gain access to.

"**Core42 Platform**" means a computing platform or proprietary business application made available by Core42 to you pursuant to this Agreement, excluding any Third Party Product.

"**Customer Support Plan**" means any customer support plan that we offer to you with respect to the Services, as may be incorporated into this Agreement, under a Service Order or otherwise provided to you, and as updated by us from time to time.

"**Deliverable**" means any output of the Professional Services which Core42 provides to you as specified in a Service Order.

"**End User**" means any third party that directly or indirectly: a) accesses or uses Your Data; or b) otherwise accesses or uses the Services. A "third party" in this respect shall include any of your employees, workers, contractors, representatives, agents or other third party.

"**Fees**" means the fees applicable for each Services. Unless otherwise specified in this Agreement (including in a Service Order), the Fees for the Services are calculated in accordance with the prices notified to you from time to time or as published on our website.

"**Force Majeure Event**" means a circumstance or set of circumstances beyond the reasonable control of either party including: (a) flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) failure of a utility service or transport or telecommunications network; (d) terrorist attack, civil war, civil commotion or riots, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; (f) default of suppliers or subcontractors; and (g) lock-outs, strikes and other industrial disputes.

"**Governmental Authority**" means any foreign, federal, national, supranational, multilateral, state, provincial, county, municipal, local, or similar government, governmental, regulatory or administrative authority, agency, department, board, bureau, or commission thereof, government- owned or government-controlled (in whole or in part) corporation, legal entity, non-profit entity, or commercial enterprise, any public international organization, or any court, tribunal, or judicial or arbitral body.

"**Insolvency Proceedings**" means, in respect of you: (a) other than for the purposes of a bona fide reconstruction or amalgamation, passing a resolution for your winding up, or a court of competent jurisdiction making an order for you to be wound up or dissolved, or you being otherwise dissolved; (b) the appointment of an administrator of, or the making of an administration order in relation to you, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of your undertaking, assets, rights or revenue; (c) entering into an arrangement, compromise or composition in satisfaction of your debts with your creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from your creditors; (d) being unable to pay your debts, or being capable of being deemed unable to pay your debts, within the meaning of section 123 of the Insolvency Act 1986 (or any equivalent or analogous legislation applicable to you); (e) entering into any arrangement, compromise or composition in satisfaction of your debts with your creditors; or (f) any similar act or circumstances arising in any other applicable jurisdiction.

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"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future in any part of the world.

"**License Term**" means, in respect of each Deliverable, the duration of the license granted by Core42 under Clause 13.2, as specified in the relevant Service Order.

"**Platform Service**" means the provision of access to Your Data on a Core42 Platform under a Service Order.

"**Professional Service**" means any professional service supplied under a Service Order (including any Deliverable), as such service may be supplemented, enhanced, modified or replaced from time to time by agreement between the Parties, excluding any Third Party Products.

"**Renewal Period**" has the meaning given to it in the applicable Service Order.

"**Sanctioned Territory**" means any country or territory that is, or whose government is, the target of comprehensive economic or trade sanctions or restrictive measures imposed by any Sanctions Authority, which currently (at the time of this Agreement) include the Crimea, Kherson, Zaporizhzhia, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine, Cuba, Iran, North Korea and Syria.

"**Service Level Agreement**" means any service level agreement that we offer to you with respect to the Services, as may be incorporated into this Agreement, under a Service Order or otherwise provided to you, and as updated by us from time to time.

"**Service Order**" means any order that we enter into with you under this Agreement from time to time under which we supply Services.

"**Services**" means:
(a)   any Platform Service;
(b)   any other service supplied to you under a Service Order, including any Professional Service,
and in the case of each of (a) and (b), excluding any Third Party Products.

"**Suggested Improvement**" means all suggested improvements to the Services that you or your End Users provide to us or our affiliates.

"**Term**" means the duration of this Agreement determined in accordance with Clause 7.1.

"**Termination Period**" has the meaning given in Clause 8.2.

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"**Third Party Product**" means: a) any third party service, software, product or other offering that is not incorporated into the Services; and b) any service identified in any Service Order as being supplied by a third party.

"**Usage Data**" means information reflecting the access, interaction, or use of the Services or any Core42 Platform by or on behalf of Customer or an End User, including frequency, duration, volume, features, functions, visit, session, click-through or click-stream data, and statistical or other analysis, information, or data based on, or derivative works of, the forgoing. Usage Data does not include Your Data.

"**VAT**" means value added tax payable in respect of goods or services as introduced pursuant to the United Arab Emirates' federal decree law No.8 of 2017 and Cabinet Decision No. (52) of 2017 on the Executive Regulations of the Federal Decree-Law No. (8) of 2017 on Value Added Tax, and any other value added tax, replacement value added tax or other sales tax which is levied pursuant to applicable law from time to time.

"**Your Data**" means any data that you or any End User provide to us through the Services under the Account and which are processed, stored or hosted on a Core42 Platform.

16.2   In this Agreement, unless otherwise specified:
(a)   references to a "**party**" are to you or us (as the context requires) and references to the "**parties**" are to both you and us;

(b)   references to "**Clauses**" are to clauses of this Agreement and references to "**paragraphs**" are to paragraphs of Service Orders;

(c)   the Clause, Service Order and paragraph headings in this Agreement are for convenience and do not affect its interpretation;

(d)   a reference to a statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(e)   references to a "**company**" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(f)   references to a "**person**" shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership or any other legal entity (whether or not having separate legal personality);

(g)   references to writing shall include any modes of reproducing words in a legible and non-transitory form including email;

(h)   references to the singular include the plural and vice versa, and references to one gender include the other gender;

(i)   references to times of the day are to UAE time and references to a month are to a Gregorian calendar month; and

(j)   any words following the terms "**including**", "**include**", "**in particular**",

"**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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Annex A

Template Service Order

Service Order No. [#]

This Service Order No. [#] ("**SO**") is between, forms part of and is governed by the contract (the "**Agreement**") entered into between: (1) the customer entity or individual identified in the table set out below ("**you**", "**your**" or "**Customer**"); and (2) **CORE42 TECHNOLOGY PROJECTS LLC** a limited liability company incorporated in the Emirate of Abu Dhabi, United Arab Emirates with license number CN-4236037 and registered address at Capital Gate Tower, Khaleej Al Arabi Street, Abu Dhabi, UAE ("**we**", "**us**", "**our**" or "**Core42**").

Customer Details (complete details of person or entity procuring Services)	
Legal name	
Place of incorporation	
License or company number	
Registered address or principal place of business	

Account Name (In case of creation: please specify the new name for Account. In case of change request: please specify the name of existing Account)

Commercial Details	
Effective Date (of Agreement)	[INSERT EFFECTIVE DATE OF FRAMEWORK AGREEMENT]
Services	[INSERT OR REFER TO DESCRIPTION OF SERVICES]
Customer Support Plan	☐ Basic ☐ Business ☐ Enterprise
Fees	[INSERT OR REFER TO FEE ARRANGEMENTS, INCLUDING FREQENCY OF INVOICING]
Service Commencement Date	
Committed Service Period	
Add/remove services	
Other terms	

Technical Contact Person/SuperAdmin (Required for Account creation only)	
Name	

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Company Name		Email Address	
Designation		**Contact No**	

Information Security Contact Person			
Name			
Designation		**Contact No**	
Primary Email		**Secondary Email**	
How Core42 may use this contact information? Core42 may use this contact information to notify you of events that may impact the security of your Account and to send periodic informational reports. These notifications may include information about detected security anomalies in your Account, such as potentially unauthorized activity, general system misconfigurations, and the like. Due to the nature of security events and the need to respond to incidents in a timely manner, it is important that this contact be available immediately when needed.			

The parties have duly executed signed this SO in any number of counterparts of identical content as of the date first above written:

Signed for and on behalf of the Customer by:			
Name	**Designation**	**Date**	**Signature**

Signed for and on behalf of Core42 by:			
Name	**Designation**	**Date**	**Signature**

-- End of Document –

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ANNEX B
EVALUATION ANNEX

1.   INTRODUCTION

1.1   This Evaluation Annex governs your access to and use of Core42 Platform(s) on an evaluation basis and is supplemental to the terms set out in Clauses 1 to 16 of the Agreement.

1.2   Unless otherwise stated in this Evaluation Annex, capitalized terms are defined in Clause 16 of the Agreement.

2.   EVALUATION TERMS

2.1   This Evaluation Annex applies to the supply of the Services (as specified in the applicable Service Order) for the period commencing on the Service Commencement Date (as specified in such Service Order) until the earlier of:

(a)   the date on which your usage of the Services meets or exceeds the value of the evaluation voucher specified in the Service Order; and

(b)   the date of expiry of any maximum evaluation period specified in the Service Order,

unless we agree in writing to an extension to such period (the "**Evaluation Period**").

2.2   If you continue to use the Services following expiry of the Evaluation Period then:

(a)   this Evaluation Annex will automatically cease to apply; and

(b)   the terms of the Agreement will apply in full.

2.3   Accordingly:

(a)   you will become liable to pay our Fees in accordance with the Agreement;

(b)   such Fees will be calculated in accordance with the prices set out in the Service Order or, if no prices are set out in a Service Order, our Fees will be calculated in accordance with our then current standard prices; and

(c)   if you do not pay our Fees in accordance with the Agreement, we will be entitled to suspend your access to the relevant Services.

2.4   We may terminate or modify the Services supplied under this Evaluation Annex at any time during the Evaluation Period, with or without notice to you.

2.5   Our obligations under Clauses 2.1, 4.1 and 9.2 of the Services Agreement do not apply to the use of our Services during and in respect of the Evaluation Period.

-- *End of Document* --