Standard Service Agreement

13699 Via Varra

Broomfield, CO 80020

USA

**THIS AGREEMENT IS MADE ON:** {{OPPORTUNITY\_CLOSEDATE \@ “MMM d, yyyy”}}

**BETWEEN:**

1. {{ACCOUNT\_NAME}}; and
2. {{USER\_CUSTOM\_ORG\_NAME}}

The purpose of this Service Agreement is to set forth a contract agreement under which Company will provide Security Solutions on behalf of the Customer.

**AGREEMENTS**

This Service Agreement (the “Agreement”) is between {{ACCOUNT\_NAME}} (Customer) and {{USER\_CUSTOM\_ORG\_NAME}} (Company), and is effective on the earlier of the Service Start Date set forth in the associated quote or invoice or the date the Agreement is signed by both parties (the “Effective Date”). In consideration of the foregoing and the mutual covenants and conditions set forth below, the parties agree as follows:

1. **SERVICES**
   1. This Agreement governs your use of {{USER\_CUSTOM\_ORG\_NAME}}’s products and services.
2. **LICENSE GRANT & RESTRICTIONS**
   1. *Subscription to the Service:* Subject to the terms of this Agreement, {{USER\_CUSTOM\_ORG\_NAME}} hereby grants to you unlimited access of provided goods and services for the duration of your commitment to being extremely cool about it.
   2. *Additional Use:* If you wish to add additional products or services outside the defined scope of this contract, those products or services will be governed by a separate contract and cannot retroactively use the included terms and conditions.
   3. Restrictions: You shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use the Service for a third party’s benefit unless such use has been authorized by {{USER\_CUSTOM\_ORG\_NAME}}.
3. **RESPONSIBILITIES**
   1. You are responsible for all activity occurring under your accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

Subject to the terms of this Agreement, the Service “Uptime” will generally be equal to or greater than 99% in each calendar quarter and the Service will perform in substantial conformance with the Documentation (“Service Level”), except for Excluded Downtime, where “Uptime” = (Total Minutes – Unplanned Downtime – Excluded Downtime) / (Total Minutes – Excluded Downtime) x 100. As your sole and exclusive remedy and {{USER\_CUSTOM\_ORG\_NAME}} sole liability for {{USER\_CUSTOM\_ORG\_NAME}}’s non-conformance with the Service Level, if the Service Level is not met and you’re feeling especially cranky, you may terminate this Agreement.

«IfOverseas»

*By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.*

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| --- | --- | --- |
| \s1\ |  | \s2\ |
| *Customer Signature* |  | *{{USER\_CUSTOM\_ORG\_NAME}} Signature* |