**ACME SERVICE ORDER FORM**

<<rs\_Contract>>

|  |  |
| --- | --- |
| Company Name (“Customer”) | <<Customer\_Name>> |
| Customer Contact Name | <<Contact\_Name>> |
| Customer E-Mail Address | <<Contact\_Email>> |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service Category | Description | Units | Unit Price | Total |
|  | <<rr\_Line\_Items>> |  |  |  |
| <<Service\_Category\_label>> | <<Description>> | <<Units>> | <<Unit\_Price>> | <<Total>> |
|  | <<er\_Line\_Items>> |  |  |  |
|  |  |  | Total | << Total\_Value>> |

<<es\_Contract>>

**ACME TERMS OF SERVICE (“TOS”)**

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU," "YOUR," OR “CUSTOMER” SHALL REFER TO SUCH ENTITY. ACME, INC. IS REFERRED TO HEREIN AS “ACME”.

This Agreement is effective between you and us as of the date of you accepting this Agreement.

1. **Service**: Acme will provide to Customer the services shown in the Service Order Form (“Services”) in accordance with this TOS and any Service Orders entered into between the parties hereto to which this TOS is attached. Such Service Orders and this TOS shall constitute the complete agreement of the parties (together they may be referred to as “**Agreement**” or “**Service Orders**”), and supersedes all prior discussions and negotiations. In case of conflict, the terms of the Service Order shall take precedence over this TOS.
2. **Responsibilities and Rights**: You are responsible for all activity occurring under your Account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of Pulpstream, including those related to data privacy, international communications and the transmission of technical or personal data. You must:
   1. immediately report to Acme any unauthorized use of any account or any other known or suspected breach of security known by you,
   2. Not impersonate another Pulpstream user or provide false identity information to gain access to or use the Pulpstream Software.
3. **Service Fees**: Customer will pay all fees due for Services as invoiced from time to time by Acme according to the prices and terms listed in the Service Orders. The prices listed in the Service Orders will remain firm during the Initial Term indicated in the Service Orders. Service Orders after the Initial Term will be in writing with pricing agreed upon by both Acme and Customer. All amounts payable hereunder to Acme will be exclusive (i.e. net) of all sales, use, value-added, withholding and other taxes and duties, which are for Customer’s account. If charged, all such charges shall be shown as a separate line item on Acme’s invoices.
4. **Indemnification by Acme**: Acme hereby indemnifies and holds harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any claims, actions, or demands alleging that the Services infringe any patent, trademark or copyright of any third party. The foregoing obligation does not apply to any action or losses arising out of or relating to any: (a) access to or use of the Pulpstream Software in combination with any hardware, system, software, network or other materials or service not provided or authorized in the specifications or otherwise in writing by Acme; (b) modification of the Pulpstream Software other than: (i) by or on behalf of Acme; or (ii) with Acme's written approval in accordance with Acme's written specification; or (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Acme; and any claims, losses or liabilities arising from Acme’s breach of this Agreement.
5. **Indemnification by Customer**. Customer shall indemnify, defend and hold harmless Acme and its officers, directors, employees, agents, successors and assigns (each, a "**Acme Indemnitee**") from and against any and all Losses incurred by such Acme Indemnitee in connection with any Action by a third party (other than an Affiliate of a Acme Indemnitee) that arises out of or relates to any: (a) Customer Data, including any Processing of Customer Data by or on behalf of Acme in accordance with this Agreement; (b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including Acme's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Acme; (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement; or (d) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

By signing this order, you are accepting the Acme Inc. Terms of Services (TOS) agreement.

**Accepted and Agreed:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Acme Corporation** | |  | **Customer:** |  | | Signature: |  |  | Signature: |  | | Print Name: |  |  | Print Name: |  | | Title: |  |  | Title: |  | | Date (MM/DD/YY): |  |  | Date (MM/DD/YY): |  | |