

Element Data, Inc.  
 10900 NE 8<sup>th</sup> St. Suite 1170  
 Bellevue, WA 98004

**Order Form for Element Data, Inc. Decision Cloud™ Services**

**Order Form Reference No. [ \_\_\_\_\_ ]**

"Element Data"	Element Data, Inc. 10900 NE 8 <sup>th</sup> St Suite 1170 Bellevue, WA 98004
"Customer"	[Full Customer Legal Name] [Customer Address] ("Customer")

**1. ORDER FORM AND TABLE OF AGREEMENT**

This Order Form is entered into by and between Element Data and the Customer identified in the table above, as of the date the last party signs this Order Form (the "**Order Form Effective Date**"). This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the "**Agreement**":

Agreement	Location
<b>Order Form</b>	<a href="https://elementdata.com/wp-content/uploads/2018/02/Element-Data-Order-Form-Master.pdf">https://elementdata.com/wp-content/uploads/2018/02/Element-Data-Order-Form-Master.pdf</a>
<b>[If Consulting Services Are Provided in this Order Form: Consulting Services Supplemental Terms and Conditions ("Consulting Services Supplement")]</b>	<a href="https://elementdata.com/wp-content/uploads/2018/02/Element-Data-Consulting-Services-Agreement-Master.pdf">https://elementdata.com/wp-content/uploads/2018/02/Element-Data-Consulting-Services-Agreement-Master.pdf</a>
<b>General Terms and Conditions for Element Data, Inc. Decision Cloud Services ("GTC")</b>	<a href="https://elementdata.com/wp-content/uploads/2018/02/Element-Data-General-Terms-and-Conditions-Master.pdf">https://elementdata.com/wp-content/uploads/2018/02/Element-Data-General-Terms-and-Conditions-Master.pdf</a>

Customer has had the opportunity to review the GTC and the documents identified above prior to executing this Order Form. Element Data recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC.

**2. DECISION CLOUD SERVICE AND ACCESS**

**2.1 Decision Cloud Order.**

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The table shows the purchased Decision Cloud service, Usage Metrics and volume, Subscription Term, and fees.

Subscription Terms:

Period 1 From [February 1, 2018] to [July 31, 2018]

Element Data, Inc. Decision Cloud Service	Usage Metric	Usage Metric Limitation	Product Start Date	Product End Date	Total fee in USD
<b>Total Net Fee</b>					

Subscription Terms:

Period 2 From [August 1, 2018] to [January 31, 2019]

Element Data, Inc. Decision Cloud Service	Usage Metric	Usage Metric Limitation	Product Start Date	Product End Date	Total fee in USD
<b>Total Net Fee</b>					

Subscription Terms:

Period 3 From [February 1, 2019] to [July 31, 2019]

Element Data, Inc. Decision Cloud Service	Usage Metric	Usage Metric Limitation	Product Start Date	Product End Date	Total fee in USD
<b>Total Net Fee</b>					

Subscription Terms:

Period 4 From [August 1, 2019] to [January 31, 2020]

Element Data, Inc. Decision Cloud Service	Usage Metric	Usage Metric Limitation	Product Start Date	Product End Date	Total fee in USD
<b>Total Net Fee</b>					

**2.2 Subscription Terms**

Customer’s Subscription Term will begin on the start date and will be effective until the end date identified in the table above, unless earlier terminated by either party pursuant to the terms of the Agreement.

**2.3 Excess Use.**

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Customer's use of the Decision Cloud is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Decision Cloud that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. Element Data may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

### 3. CONSULTING SERVICES

The table shows the purchased Consulting Services, non-recurring services and fees. Element Data will provide the Consulting Services or non-recurring services subject to the terms of the Consulting Services Supplement and the Agreement. Element Data's obligation to provide the Consulting Services will end upon the earlier of (i) completion of the Consulting Services, (ii) the end date identified in the table (if any), or (iii) upon the expiration or termination of this Order Form.

[Insert Table if Applicable]

### 4. PAYMENT AND INVOICES

**4.1 Fees and Invoicing.** Unless the Supplement states otherwise, fees for the Decision Cloud Service(s) will be invoiced by Element Data and paid by Customer monthly in advance. Fees for Consulting Services and non-recurring services will be invoiced by Element Data on a one-time basis and paid by Customer upon commencement of the Subscription Term, unless otherwise stated in Section 3 or in the applicable scope document for Consulting Services. Customer will reimburse Element Data for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by Element Data in performing any support for the Decision Cloud Service. Consulting Services fees are inclusive of travel expenses.

**4.2 Payment.** Customer will pay to Element Data all fees due within thirty days of date of invoice. Unpaid fees will accrue interest at the lesser of (i) 1.5% or (ii) the maximum rate permitted by applicable law. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

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**5. AUTHORIZED ADMINISTRATORS**

Customer Contacts for order confirmation and system notices are:

Order confirmation recipient name	
Order confirmation recipient email	
System provisioning notification recipient name	
System provisioning notification recipient email	

**6. CUSTOMER LOCATION**

Customer has provided the following primary access location:

**[TBD]**

This is the primary (but not the only) location from which Customer will access the Decision Cloud Service. If Customer does not provide a primary access location, Element Data will incorporate a default primary access location to Customer’s sold-to address. The primary access location is used by Element Data for the determination of any applicable taxes.

[Signatures on Next Page]

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Accepted By:

[Customer Name]. (Customer)	Element Data, Inc. (Element Data)
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

SAMPLE - NOT FOR SIGNATURE