# Everything from Aurea for one low price

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With Aurea, one plan unlocks every Product, so you can innovate with less risk and more value. To start, review your Plan Value available to activate new Library Software.

Please contact your sales representative for information regarding the Licensing Entitlement available, if any, for Library Software.

|  |  |
| --- | --- |
| **Currency:** USD  | **Plan Value:** $  |
| **Term Start Date:** MM/DD/YYYY | **Fees Due:** $  |
| **Term End Date:** MM/DD/YYYY | **Payment Terms:** Net 30 Days |
|  |  |

# ACTIVATED PRODUCTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PRODUCT (LICENSE MODEL)** | **ENTITLEMENT** | **ACTIVATED** | **AVAILABLE** | **NEW ORDER** |
|   |   |   | 0 | Contact Sales Rep |

# PRIMARY PRODUCTS BEING RENEWED

 \_\_\_\_\_\_\_\_

# LIBRARY SOFTWARE BEING ADDED | PRODUCT NAME

|  |  |
| --- | --- |
| **ENTITLEMENT** | **NEW ORDER** |
|  |  |
| [ADD CloudFix details] | \_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| **Prepared For:** | **Customer:** | **Service Provider:** |
| Quote Number:  | [Customer’s Full Name] | [TRILOGY US ENTITY NAME] |
| Date Prepared: MM/DD/YYYY | Attn: [Department][Customer’s Full Address] | 401 Congress Ave Ste 2650Austin, TX 78701 |
| Quote Expiry Date: MM/DD/YYYY |

### Special Terms

If Customer and Service Provider have not previously executed an Aurea Plan Agreement and will not execute an Aurea Plan Agreement in conjunction with this Aurea Library Plan Order Form (this “**Order Form**”), then upon execution of this Order Form, the Customer and Service Provider will be parties to a legally binding contract consisting of:

1. this Order Form;
2. the ‘**Aurea Plan Addendum**’ that: (a) was previously executed by the parties, or (b) is located at <http://www.aurea.com/wp-content/uploads/Aurea-Plan-Addendum.pdf>; and as applicable, such Aurea Plan Addendum is incorporated herein by reference; and
3. the Legacy Agreement (as defined in the Aurea Plan Addendum) that was previously executed by Customer and Service Provider, or Customer and: (a) an affiliate, (b) an authorized third-party reseller or partner, or (c) a predecessor company of Service Provider, as applicable, with respect to the Legacy Library Software (as defined in the Aurea Plan Addendum).

(collectively, the "**Aurea Master Agreement**")

Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Aurea Plan Addendum or the Legacy Agreement. For the purposes of the Aurea Plan Addendum, the term “Quote” shall mean this Order Form.

For Library Software Licensing Entitlements activated pursuant to the Aurea Plan Addendum, the level of support available for such Library Software shall be the same as the Legacy Library Software. If Customer ever reduces its spend on Primary Products or Customer’s rights to any Primary Products are cancelled or terminated, Service Provider shall have the right, in Service Provider’s sole discretion, to cancel access to the Library Software at which point Customer’s Plan Value will be deemed to be set to zero dollars. The term for all Library Software activated pursuant to the Aurea Plan Addendum shall be as set forth in the Aurea Plan Addendum. In the event of any conflict, the terms of this Order Form will supersede the terms of any other document. Implementation services and fees for Library Software products shall be subject to a separate Order Form for such implementation and the execution of a professional services agreement between the parties. By execution of this Order Form, Customer agrees to be bound by the terms and conditions of the Aurea Master Agreement with regard to all future activations of Library Software for which the Customer is entitled pursuant to the Aurea Plan Addendum. Licensing Entitlements may never be used for payment or use of Primary Products.

The parties agree as follows:

1. The CloudFix product is a recommendation engine as opposed to enterprise or application software. The parties agree that the ‘CloudFix Licensing’ terms in the Aurea Software Library and License Model located at [www.aurea.com/softwarelibrarylicensemodel](http://www.aurea.com/softwarelibrarylicensemodel), will apply to this Order Form and supplement the Agreement.
2. Customer agrees to pay any and all ongoing annual Support Plan. Fees will be billed annually and will be payable in accordance with the payment terms described in the Order Form. Customer may not cancel its obligations prior to expiration of the Initial Term. Invoices will be sent by electronic delivery unless requested otherwise by Customer, and additional fees will apply. Any taxes are the responsibility of the Customer.
3. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE (A) AUREA PLAN ADDENDUM, (B) THE APPLICABLE LEGACY AGREEMENT, (C) THE APPLICABLE SUPPORT PLAN, AND (D) THE APPLICABLE SOFTWARE LICENSE, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME PERIOD AS THE PRIMARY PRODUCTS TERM, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE TERM. EXCEPT WITH RESPECT TO THE STANDARD BASIC SUPPORT PLAN, RENEWAL TERMS WILL BE AT SERVICE PROVIDER'S THEN CURRENT RATES.
4. The provisions of the Aurea Master Agreement (including the Applicable Software License, and the applicable Legacy Agreement) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or document exchanged by the parties will be deemed to modify or amend the Aurea Master Agreement.
5. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the “**Affiliates**”) may perform certain tasks related to Service Provider’s obligations and rights under this Order Form and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Order Form and the Aurea Master Agreement, and that any action taken by Affiliates in connection with the performance of Service Provider’s obligations under this Order Form and the Master Agreement will not give rise to any cause of action against the Affiliates, regardless of the theory of recovery.
6. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider’s applicable taxable country.
7. This Order Form may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS ORDER FORM, BY HAND OR ELEC­TRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AUREA MASTER AGREEMENT.

**CUSTOMER SIGNATURE** **SERVICE PROVIDER SIGNATURE**

{{\_es\_signer1\_signature}} {{\_es\_signer2\_signature}}