**Neutral Paper Introduction**

The Neutral Paper Master Services Agreement found below was drafted for ease of use by both Company and Customer, for fairness and reasonableness, and to be industry-standard for the provision, receipt, and use of a software-as-a-service (“**SaaS**”) product. This will allow entities to focus on the commercial discussions regarding the Services, rather than engaging significant legal resources to review, edit, and negotiate the MSA.

As the provider of a SaaS product, the Company may add unique terms to the Agreement, or modify the existing terms, in Exhibit A. These Company-Specific Terms take precedence over the MSA and allow for any divergence from the standard MSA to be displayed, reviewed, and negotiated within a single section of this document. If you have an SLA or a DPA that you want to append to this MSA, you can do so within Exhibit A and its Attachments.

As the recipient of a SaaS product, the Customer may want to make minor modifications to the Agreement to account for its specific concerns or contract needs. Individual provisions of the MSA may be modified, in whole or in part, within Exhibit A.

**Neutral Paper Master Services Agreement**

This Master Services Agreement (“***Agreement***”) is between [Company Name] (“***Company***”) and the customer identified below (“***Customer***”). Company and Customer may each be referred to herein as a “***Party***” and collectively as the “***Parties***.” The Parties enter into this Agreement as of the date last signed below (the “***Effective Date***”).

1. **Definitions**

“***Affiliate***” of a Party means: (a) any entity that such Party controls; (b) any entity that controls such Party; or (c) any entity under common control with such Party. To “control,” for purposes of this definition, means owning or otherwise controlling more than 50% of the voting interests of an entity.

“***Authorized User***” means an employee or contractor of Customer who is authorized by Customer to access and use the Service, and who has been issued a Service account by Customer that is associated to a unique email address with a domain name owned or controlled by Customer.

“***Customer Data***” means all data, content, and information submitted by Authorized Users into the Service and the Customer-specific output that is generated by Authorized Users’ use of the Service.

“***Documentation***” means the user manuals, specifications, and policies, as may be updated from time to time, that describe the functionality, features, operation, or use of the Service and that are made available by Company to Customer.

“***Order***” means a mutually executed order form, statement of work, or other ordering document which details the Services to be purchased, the associated pricing, and any applicable commercial terms for Customer to purchase Services from Company.

“***Service***” means Company’s software-as-a-service platform identified in the Order. References to the “Service” in this Agreement include the Documentation.

“***Professional Services***” means any professional services related to Customer’s use of the Service, such as consulting, implementation, or training services, provided by Company to Customer as expressly identified in the Order.

“***Third Party Products and Content***” means any applications, products, services, or content that interoperate with the Service and that are provided by Customer or a third party.

1. **Responsibilities**
   1. Provision of the Service. Subject to the terms and conditions of this Agreement and during the Term, including any restrictions on the number of Authorized Users permitted to use the Service if and as set forth in the Order, Company grants Customer a non-exclusive, non-transferrable and non-sublicensable right for Authorized Users to access and use the Service solely for the internal business operations of Customer.
   2. Updates and Upgrades. The terms of this Agreement will also apply to updates and upgrades of the Service subsequently made available by Company to Customer. Company may update the functionality, user interfaces, usability, and Documentation from time to time in its sole discretion as part of its ongoing mission to improve the Service.
   3. Protection of Customer Data. Company will maintain commercially reasonable administrative, physical, and technical safeguards designed to prevent unauthorized access to or use of Customer Data.
   4. Compliance with Laws. Each party will comply with all laws applicable to its performance under this Agreement.
   5. Support. As part of the Service, Company will provide Customer with Company’s standard support, Documentation, and other online resources to assist Customer in its use of the Service.
   6. Professional Services. If Professional Services are purchased in the Order, Company will provide to Customer such Professional Services in accordance with the Order. Unless stated otherwise in the Order, any timelines provided in connection with Professional Services are good faith projections and not guarantees.
   7. Use of Subcontractors. Company may use subcontractors to provide any part of the Services, provided that Company has conducted due diligence on such subcontractors, such subcontractors are bound in writing to the material terms of this Agreement, including confidentiality and compliance with laws, and Company remains liable for all acts and omissions of its subcontractors.
2. **Access to and Use of the Service**
   1. Authorized Users. Authorized User accounts cannot be shared or used by more than one Authorized User. Customer is responsible for maintaining the confidentiality of its logins, passwords, and accounts and for all activities that occur under Authorized User accounts.
   2. Customer Responsibilities. Customer will: (a) obtain any permissions and consents required for Company and Authorized Users to access Customer Data in connection with the Service; (b) be responsible for Authorized Users’ compliance with this Agreement; (c) be responsible for the accuracy, appropriateness, and legality of Customer Data; and (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and promptly notify Company of any such unauthorized access or use.
   3. Usage Restrictions. Customer may not: (a) make the Service available to, or use the Service for the benefit of, anyone other than Customer and the Authorized Users; (b) upload, post, transmit, or otherwise make available to the Service any content that (i) is unlawful or tortious, or (ii) Customer does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity, or other proprietary rights of any person; (c) sublicense, resell, time share, or similarly exploit the Service; (d) upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) reverse engineer, modify, adapt, or hack the Service, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or (f) access the Service to build a competitive product or service ((a) through (f) herein, collectively, the “***Restrictions***”).
   4. Third Party Products and Content. If Customer enables Third Party Products and Content for use with the Service: (a) any use by Customer or its Authorized Users of such Third Party Products and Content is solely the responsibility of Customer and the applicable provider; (b) Company does not guarantee, warrant, or offer support for any such Third Party Products and Content; (c) Customer acknowledges that the providers of those Third Party Products and Content may have access to Customer Data in connection with the interoperation of the Third Party Products and Content with the Service, and Company will not be responsible for any use, disclosure, modification or deletion of such Customer Data.
3. **Fees**
   1. Fees, Invoicing, and Payment. Customer will pay all fees specified in the Order. Payment obligations are non-cancelable and, except as expressly set forth herein, fees paid are non-refundable and payable in United States dollars. All fees will be invoiced by Company in accordance with the terms set forth in the Order. Except as set forth in the Order, full payment for invoices issued must be received within 30 days from Customer’s receipt of the invoice. If any fees owed by Customer (excluding amounts disputed in reasonable and good faith) have not been paid by the applicable due date, Company reserves the right to apply a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, and be reimbursed for all expenses of collection.
   2. Taxes. The fees are excusive of, and Customer will be solely responsible for, all applicable taxes in connection with this Agreement, including any sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties (but excluding taxes based on Company’s net income). Should any payment for the services provided by Company be subject to withholding tax by any taxing authority, Customer will reimburse Company for such withholding tax. In the event Customer is tax-exempt, Customer shall provide a valid tax exemption certificate to Company within five (5) days of the Effective Date.
4. **Proprietary Rights**
   1. Company Property. Subject to the limited rights expressly granted to Customer hereunder, Company reserves and retains, and as between Company and Customer, Company exclusively owns, all rights, title, and interest in and to the Service, including all modifications, derivative works, upgrades, and updates thereto, and all related intellectual property rights therein. No rights are granted by Company hereunder other than as expressly set forth herein. If Customer or any Authorized User provides Company any feedback or suggestions regarding the Service, then Customer grants Company an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer or any Authorized User. Unless otherwise set forth in the Order, Company retains exclusive ownership of all work product created by Company in connection with its performance of Professional Services.
   2. Customer Data. Customer grants to Company and its Affiliates a worldwide, non-exclusive, limited term license to access, use, copy, distribute, perform, and display Customer Data, and provide necessary access to third party service providers acting on Company’s behalf, such as Company’s hosting services provider, only: (a) to provide, maintain, and update the Service for Customer and Authorized Users; (b) to prevent or address service or technical problems or at Customer's request in connection with support matters; (c) as compelled by law; or (d) as expressly permitted in writing by Customer. Subject to the limited licenses granted herein, Company acquires no right, title, or interest under this Agreement in or to any Customer Data.
   3. De-identified Data. Customer acknowledges and agrees that Company may, during and after the Term, collect, use and analyze any de-identified information derived from the Customer Data (collectively, the “***De-identified Data***”) for Company’s lawful business purposes, including without limitation to improve and enhance the Service and for other development, diagnostic, and corrective purposes in connection with the Service. Company may disclose De-identified Data solely in aggregate form in connection with its business. Notwithstanding anything to the contrary, De-identified Data shall be reasonably incapable of reidentification and shall not identify Customer, Customer’s customers, or any other individual or entity.
5. **Confidentiality**
   1. Definition. “***Confidential Information***” means all confidential information disclosed by a party (“***Disclosing Party***”) to the other party (“***Receiving Party***”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all copies thereof. Confidential Information of Customer includes Customer Data, Confidential Information of Company includes the Service (including its software and content, other than Customer Data) and the work product created from its performance of any Professional Services, and Confidential Information of each Party includes the terms of this Agreement. However, Confidential Information will not include any information that: (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reliance on the Confidential Information of the Disclosing Party.
   2. Protection. The Receiving Party will: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of the Receiving Party’s and its Affiliates’ employees, contractors, and agents who need such access for purposes consistent with this Agreement and who are subject to confidentiality obligations at least as restrictive as those herein. The Receiving Party will provide prompt written notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information. Upon request of the Disclosing Party during the Term, the Receiving Party will promptly return, or at the Disclosing Party’s option destroy, any or all Confidential Information of the Disclosing Party in the Receiving Party’s possession or under its control.
   3. Compelled Disclosure. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the access or disclosure.
6. **Representations, Warranties, and Disclaimers**
   1. Mutual Representations. Each Party represents that: (a) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; and (b) the execution, delivery, and performance of this Agreement are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitutes a valid and binding agreement of such Party.
   2. Company Warranties. Company warrants that: (a) the Service will perform materially in accordance with the applicable Documentation; and (b) Company will perform Professional Services in a professional manner.
   3. Customer Warranty. Customer warrants that it has obtained and will maintain all rights, consents, and permissions necessary for Customer to make available the Customer Data to Company for its use as contemplated herein.
   4. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTION 7.2, THE SERVICE AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
7. **Indemnification**
   1. Company Indemnification. Company will defend Customer and its Affiliates from and against any lawsuit or proceeding brought by a third party to the extent alleging that Customer’s use of the Service as permitted hereunder infringes or misappropriates such third party’s intellectual property rights, and Company will indemnify Customer and its Affiliates for any damages and any reasonable attorneys’ fees finally awarded against them arising from such lawsuit or proceeding; provided, however, that Company will have no liability under this Section to the extent any such lawsuit or proceeding arises from: (a) Customer Data or Third Party Products and Content; (b) Customer’s or any of its Affiliates’ or Authorized Users’ negligence, misconduct, or breach of this Agreement; or (c) any modification or combination of the Service that is not performed or approved by Company or specifically set out in the Documentation. In the event the Service is enjoined, or in Company’s reasonable opinion it is likely to be enjoined, then Company shall do one of the following at its own discretion: (i) procure for Customer the right to continue to use the Service, (ii) modify or replace the Service such that it is non-infringing but functionally equivalent, or (c) terminate the enjoined portion of the Service and provide a pro-rata refund of any prepaid fees for the enjoined Service.
   2. Customer Indemnification. Customer will defend Company and its Affiliates from and against any lawsuit or proceeding brought by a third party to the extent alleging that any Customer Data infringes, misappropriates, or otherwise violates the rights, including privacy and publicity rights, of any other party, or that Customer Data was collected or used by Customer in violation of applicable law, and Customer will indemnify Company and its Affiliates for any damages and any reasonable attorneys’ fees finally awarded against them arising from such lawsuit or proceeding; provided, however, that Customer will have no liability under this Section to the extent any such lawsuit or proceeding arises from Company’s or any of its Affiliates’ negligence, misconduct, or breach of this Agreement.
   3. Procedures. The indemnified party will provide the indemnifying party with: (a) prompt written notice of any matter that is subject to indemnification hereunder; (b) the right to assume the exclusive defense and control of any such matter (provided that the indemnified party may participate in the defense at its own expense); and (c) cooperation with any reasonable requests assisting the indemnifying party’s defense of such matter. The indemnifying party may not settle any such lawsuit or proceeding without the indemnified party’s prior written consent.
   4. Exclusive Remedy. This Section 8 states the indemnifying party’s sole liability, and the indemnified party’s exclusive remedy, for any type of claim described in this Section 8.
8. **Limitation of Liability**
   1. Exclusion of Certain Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
   2. Liability Cap. EXCEPT FOR A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6 OR ANY UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA CAUSED BY A BREACH BY COMPANY OF ITS OBLIGATIONS UNDER THE DPA (COLLECTIVELY, THE “***EXCLUDED CLAIMS***”), IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO COMPANY HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY AROSE (THE “***GENERAL LIABILITY CAP***”). THE GENERAL LIABILITY CAP SHALL NOT APPLY TO CUSTOMER’S LIABILITY FOR ITS PAYMENT OBLIGATIONS UNDER SECTION 4, CUSTOMER’S LIABILITY WITH RESPECT TO THE RESTRICTIONS, A PARTY’S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
   3. Excluded Claims. Notwithstanding Section 9.2, in no event will Company’s aggregate liability for all Excluded Claims exceed three times (3x) the General Liability Cap.
   4. Scope. For the avoidance of doubt, the exclusions and limitations set forth in Section 9.1, Section 9.2, and Section 9.3 will apply with respect to all legal theories of liability, whether in contract, tort, or otherwise. The Parties agree that the exclusions and limitations set forth in Section 9.1, Section 9.2, and Section 9.3 allocate the risks between the Parties under this Agreement, and that they have relied on these exclusions and limitations in determining whether to enter into this Agreement.
9. **Term, Termination, and Suspension**
   1. Term of the Agreement. The term of this Agreement commences on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, will continue until the expiration or termination of all active Orders, unless earlier terminated as permitted herein (“***Term***”).
   2. Suspension. Company may, upon prior written notice to Customer, suspend Customer’s or any or all Authorized Users’ access to the Service, in whole in part, if: (a) Customer or any Authorized User is using the Service in violation of this Agreement or any applicable law; (b) suspension of the Service is necessary, in Company’s reasonable discretion, to protect the security of the Service or the infrastructure of Company or its Affiliates; (c) suspension is required by applicable law; or (d) any fees owed by Customer (excluding amounts disputed in reasonable and good faith) are 30 days or more overdue, provided Company has given Customer 10 or more days’ prior notice.
   3. Termination for Cause. Either Party may terminate this Agreement effective after 30 days’ written notice if the other Party materially breaches this Agreement and such breach is not cured within such 30-day period. Upon any termination for cause by Customer, Company will promptly refund Customer any prepaid fees covering the period remaining in the Term after the effective date of such termination. Upon any termination for cause by Company, Customer will promptly pay Company any unpaid fees covering the period remaining in the Term after the effective date of such termination.
   4. Effects of Termination. Upon termination of this Agreement for any reason, (a) any amounts owed to Company prior to such termination and all completed but unpaid Professional Services fees will be immediately due and payable, and (b) all rights granted to access and use the Service will immediately cease to exist. For a period of 30 days following any termination of this Agreement, Company will, upon Customer’s request, provide Customer with an export of all current Customer Data in the format agreed by the Parties. After such 30-day period, Company will have no obligation to maintain or provide any Customer Data and Company will, unless prohibited by applicable law, delete all Customer Data in its systems or otherwise in its possession or under its control in accordance with Company’s then-current data retention and deletion policies. Subject to this Section, upon any termination of this Agreement and the Disclosing Party’s request, the Receiving Party will promptly return, or at the Disclosing Party’s option destroy, any or all Confidential Information of the Disclosing Party in the Receiving Party’s possession or under its control.
   5. Survival. The sections titled “Protection of Customer Data,” “Fees,” “Proprietary Rights,” “Confidentiality,” “Indemnification,” “Limitation of Liability,” “Termination for Cause,” “Effects of Termination,” “Survival,” and “General Provisions”, and any other sections which, by their nature would reasonably be considered to survive any termination of this Agreement, will survive any such termination.
10. **General Provisions**
    1. Company-Specific Terms. Exhibit A hereto expressly modifies this Agreement, such that in the event of a conflict between this Agreement and the provisions of Exhibit A, the provisions of Exhibit A shall control.
    2. Attribution. Customer agrees that Company may use Customer’s name and logo to indicate that Customer is a customer of Company for the Service on Company’s website, marketing materials, and in communications with existing or prospective Company customers. Any such attribution will be consistent with Customer’s style guidelines or requirements as communicated to Company by Customer.
    3. Force Majeure. Except for payment obligations, neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations due to events beyond the reasonable control of such Party, which may include natural disasters, fires, epidemics, pandemics, riots, war, terrorism, denial of service attacks, internet outages, labor shortages, and judicial or government action (each, a “***Force Majeure Event***”). If either Party’s nonperformance hereunder due to a Force Majeure Event persists for more than 30 days, either Party may immediately terminate this Agreement without charge or penalty upon notice to the other Party.
    4. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement in its entirety, without the consent of the other Party, in connection with a merger or sale of all or substantially all of its assets, so long as the assigning Party provides prior written notice thereof to the other Party. Any purported assignment in violation of this Section will be null and void. This Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.
    5. Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governedby the laws of the State of Delaware, without regard to its conflicts of laws rules or theUnited Nations Convention on the International Sale of Goods. Any claim or cause of action arising out of or relating to this Agreement shall only be brought in the state or federal courts located in New Castle County, Delaware, and the Parties agree to the exclusive personal jurisdiction of such courts.Each Party hereby waives any rightto jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
    6. Notices. All notices under this Agreement will be in writing and sent to the physical and/or email address listed below and will be deemed to have been duly given: (a) upon receipt if personally delivered or sent by certified or registered mail with return receipt requested; and (b) the first business day after sending by email or by next day delivery by a recognized overnight delivery service.
    7. Insurance. Each Party shall carry and maintain insurance in the amounts and for the occurrences for which insurance is typically carried by entities in the same or similar business.
    8. Relationship of the Parties; Third Party Beneficiaries. The Parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no third party beneficiaries to this Agreement.
    9. Miscellaneous. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement, including all exhibits hereto and all Orders, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning Customer’s purchase and use of the Service and any Professional Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by each of the Parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit hereto or any Order, the terms of such exhibit or Order will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Customer purchase order or other Customer ordering documentation (excluding Orders) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. As used herein, the words “include” and “including” shall be deemed to be followed by the words “without limitation.” This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date:

|  |  |  |
| --- | --- | --- |
| [CUSTOMER NAME] |  | [COMPANY NAME] |
| Notice Address |  | Notice Address |
| Email: |  | Email: |
| Signature |  | Signature |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Date |  | Date |

Exhibit A

Company-Specific Terms

This Exhibit A expressly modifies the Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

The Parties agree as follows:

1. [Company will use commercially reasonable efforts to make the Services available to Customer in accordance with the service level agreement found in Attachment 1, hereto (“***SLA****”).*]
2. [Company will process Customer Data in accordance with the data processing addendum found in Attachment 2, hereto (“***DPA***”).]
3. [Section XX is hereby amended by deleting and replacing “XXXXXX” with “XXXXXXX”].
4. [A new Section XX is added to the Agreement and states the following: “ .”.]

**Exhibit A - Attachment 1**

**Exhibit A – Attachment 2**