



ORDER FORM

Customer Name: _____ Customer Contact Name: _____
 Customer Address: _____ Email: _____
 _____ Telephone: _____

 _____ Billing Contact Name: _____
 Email: _____
 Email for Legal Notice: _____ Telephone: _____

Check One: New Customer Renewal Customer

Check One: Initial Term: _____
 Renewal Term (same as Initial Term unless specified here: _____)
 Free Trial (specify number of days: _____)

Service Term Start Date (mm/dd/yyyy): _____

Payment Method Credit Card Invoice

Payment Terms (if different from Service Terms)

- Monthly (In advance In arrears)
- Other: _____

Service Plan	Number of Authorized Users	Quantity	Unit Price	Fees (USD)
TOTAL FEES (USD)				

ORDER TERMS

This Order Form forms part of the Kensho Terms of Service available at kensho.com/terms-of-service ("**Service Terms**") made available to Customer by Kensho Technologies, LLC ("**Kensho**"). Capitalized terms used but not defined in this Order have the meanings given in the Service Terms.

THIS ORDER FORM IS VALID ONLY FOR THE CUSTOMER NAMED ABOVE. IF THIS ORDER FORM IS EXECUTED BY ANY OTHER PERSON OR ENTITY, IT IS VOID AND NOT LEGALLY BINDING.

THIS ORDER FORM IS NOT BINDING ON CUSTOMER UNTIL KENSHO ACCEPTS THE ORDER FORM AND BOTH PARTIES HAVE EXECUTED THE ORDER BY AN AUTHORIZED SIGNATORY. ON THE DATE OF KENSHO'S ACCEPTANCE OF THE VALIDLY EXECUTED ORDER, THIS ORDER IS LEGALLY BINDING PROVIDED THAT NO AGREED UPON PROVISION IS OVERWRITTEN OR MODIFIED.

If Kensho does not accept the Order within 10 business days of Kensho's receipt of the Order, this Order will lapse. Customer may withdraw the Order at any time before it is accepted by Kensho, This Order may not be modified, and the rights and restrictions may not be altered or waived except in a writing signed or accepted by authorized representatives of Customer and of Kensho.

The Fees for the Services is the price stated above. In the event of a dispute about Fees, Customer shall deliver a written statement to Kensho no later than thirty (30) days prior to the date on which the Fees are due listing all disputed Fees and providing a reasonably detailed description of the dispute. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth below, The parties shall seek to resolve all such disputes expeditiously and in good faith.

In the event that Customer is based outside of the United States, and notwithstanding anything to the contrary in this Order Form or the Customer Terms, Customer acknowledges and agrees that as consideration for the license granted by Kensho under this Agreement, Customer shall pay Kensho the fees as set forth in the applicable Order Form, in US Dollars, plus all applicable value-added, sales, use and similar taxes, in full within thirty (30) days of the date of invoice. To be clear, the amount due for the Kensho Service is exclusive of any applicable taxes, and Customer is responsible for paying such taxes, including any goods and services taxes. These fees shall be due and payable by Customer to Kensho regardless of whether Customer exercises the license described in the Agreement. Failure to pay fees and charges when due will result in a late charge at a rate of one percent (1%) per month on all amounts due and not paid within thirty (30) days of the date of Kensho's invoice until the time of payment. Customer's failure to pay amounts when due constitutes a material breach. In addition to all other rights and remedies available to Kensho at law or in equity, Kensho also may suspend delivery of the Kensho Services or any component thereof for as long as any amount remains unpaid when due.

Customer shall not assign or transfer any of its rights or obligations under the Order without the prior written consent of Kensho. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Order. No waiver by any party of any of the provisions of this Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise or delay in exercising any right, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

This Order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Kensho document and no terms included in any such purchase order, portal, or other non-Kensho document shall apply to the Services ordered in this Order, Except as provide in the Service Terms, the Service Terms control if the Order Form and Service Terms conflict solely with respect to the conflicting term.