

Rocket.Chat Docs

Master Service Agreement for Professional Services

Effective date: September 23, 2022

This Professional Services Master Agreement ("Agreement") describes your ("Customer's") rights and responsibilities when using our ("Rocket.Chat's") professional services.

This Agreement applies to all Customers of Rocket.Chat's Professional Services and governs each Statement of Work (SOW) and Order Form that specifies services for a particular term or period (the "Order/SOW Term").

We may update this Agreement and we will let you know when we do through the Services (e.g., a bot notification) or by the Customer email address provided to Rocket.chat.

Please read this document carefully before using this service.

1. Definitions

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Authorized Service Recipients" means the Affiliates of Customer as may be identified by Customer to Rocket.Chat from time to time, or Persons identified as such in a Statement of Work.

"Agreement" has the meaning set forth in the preamble.

"Change Order" has the meaning set forth in Section 5.2

"Confidential Information" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"Customer" has the meaning set forth in the preamble.

"Customer Contract Manager" has the meaning set forth in Section 4.1(a).

"Customer Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Rocket.Chat by Customer[, including computer programs, reports, and specifications.

"Deliverables" means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Rocket.Chat in the course of performing the Services, including any items identified as such in a Statement of Work.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Documentation" means the official user documentation prepared and provided by Rocket.Chat to Customer on the use of the Services or Rocket.Chat software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos, white papers, or related media, or feedback do not constitute Documentation.

"Effective date" means the signature date of the SOW or Order Form in which the Services provided under this Agreement are foreseen.

"Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Key Personnel" means any Rocket.Chat personnel identified as being key in a Statement of Work.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means any individual or business entity that obtains Services as defined below.

"Pre-Existing Materials" means the pre-existing materials specified in a Statement of Work, such as documents, data, know-how, methodologies, software, and other materials.

"Project" means a project as described in a Statement of Work.

"Project Milestone" means an event or task described in a Statement of Work which shall be completed by the relevant date set forth in the Statement of Work.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Rocket.Chat Contract Manager" means a primary contact with respect to this Agreement who will have the authority to act on behalf of Rocket.Chat in connection with matters pertaining to this Agreement

"Rocket.Chat Personnel" means all employees and Subcontractors, if any, engaged by Rocket.Chat to perform the Services.

"Services" mean the professional and other services to be provided by Rocket.Chat under this Agreement, as described in more detail in a Statement of Work, and Rocket.Chat's obligations under this Agreement.

"Statement of Work" or "SOW" means each Statement of Work entered into by the parties.

2. Services

2.1 General. Rocket.Chat shall provide the Services to Customer and the Authorized Service Recipients as described in more detail in each SOW/Order Form in accordance with the terms and conditions of this Agreement. Customer acknowledges that (a) all aspects of the scope of work are described in the applicable SOW and no aspect of the scope of work is implied; (b) the signed SOW and the receipt of a purchase order constitutes authorization for Rocket.Chat to perform the Services under this Agreement and the applicable SOW and issue invoices as set forth in Section 7.

2.2 Statement of Work. Each Statement of Work shall include the following information, if applicable: a detailed description of the Services to be performed pursuant to the SOW; the date upon which the Services will commence and the term of such SOW; the names of Rocket.Chat Contract Manager and any Key Personnel; the fees to be paid to Rocket.Chat under the SOW; Project Milestones and payment schedules; any criteria for completion of the Services; procedures for the testing and acceptance of the Services and Deliverables by Customer; and any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such SOW.

2.3 Documentation. The content and format of all Documentation produced under this Agreement and its supplements will be created according to Rocket.Chat standard practices. Except if clearly defined as part of the Services to be performed, Services under this Agreement do not include architecture for high availability or failover systems. **2.4 Service Language.** All Services will be provided in a single language mutually agreed to by the parties and specified within the SOW. If no other language is specified in the Agreement or its supplements, the default language for Services provided will be English. **2.5 Business Hours.** The Services performed under this Agreement will be executed during business hours mutually agreed to by Rocket.Chat and the Customer Contract Manager. Rocket.Chat will not exceed the total estimated number of business days or hours described in the applicable SOW without prior written approval from Customer, as set forth in Section 5.

3. Rocket.Chat's Obligations.

3.1 Rocket.Chat shall:

- (a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (b) comply with, and ensure that all Rocket.Chat Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Rocket.Chat in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general security practices and procedures; and;
- (c) provide (if applicable) the Customer with a project implementation plan including the timeframe within the term established in the applicable SOW.

3.2 Rocket.Chat Personnel. Rocket.Chat is responsible for all Rocket.Chat Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

3.3 Timeframe. Rocket.Chat shall use reasonable efforts to meet any performance dates specified in a Statement of Work, and any such dates shall be estimates only.

4. Customer's Obligations.

4.1 Customer shall: cooperate with Rocket.Chat in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Contract Manager"); respond promptly to any Rocket.Chat request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Rocket.Chat to perform Services in accordance with the requirements of this Agreement; provide such information as Rocket.Chat may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; provide (if applicable), access to Customer's premises and such office accommodations and other facilities as may reasonably be required by Rocket.Chat, for the purposes of performing the Services; notify Rocket.Chat of any laws, regulations, and/or statutes specific to Customer's industry that Rocket.Chat will be required to know to fulfill their obligations under this Agreement; provide suitably equipped and knowledgeable resource(s) to work with Rocket.Chat to refine the requirements, design, build and test the solution as per the scope of work section outlined in each SOW; provide the necessary resources to participate in meetings/workshops/communications needed to provide the required data or inputs necessary to deliver the contracted services (within a defined timeframe); take responsibility for the content of any Customer data file, control access to the files, and maintain their backup and recovery; obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Services to the extent that such licenses, consents, and law relate to Customer's business, premises, staff, and equipment, in all cases before the date on which the Services are to start;

4.2 Customer failure and delay. Customer acknowledges that any failure or delay in complying with the obligations described in this Section 4 may impact the estimated schedule and produce other effects as set forth in Section 5 ("Change Order").

5. Change Orders.

5.1 Change Orders Procedure. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing in accordance with the notice provisions in Section 13.2. Rocket.Chat shall, within a reasonable time (not to exceed 30 days) after receiving a Customer-initiated request, or at the same time that Rocket.Chat initiates such a request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; (d) any other impact the change might have on the performance under this Agreement; and (e) any other information reasonably requested by the Customer. **5.2 Change Orders Agreement.** Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 13.6.

6. Term and Termination

6.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all SOWs, unless sooner terminated pursuant to this Section 6.

6.2 Termination for Cause. Either party may terminate this Agreement or any SOW, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 30 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason: Rocket.Chat shall promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

6.4 Survival. The rights and obligations of the parties set forth in this Section 6.5 and Section 1 (Definitions), Section 8 (Intellectual Property Rights; Ownership), Section 9 (Confidential Information), Section 10 Representations and Warranties., Section 12 (Limitation of Liability), Section 6.4 Effects of Termination or Expiration, and Section 13 (Miscellaneous), and any right or obligation of the parties to this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7. Fees and Expenses; Payment Terms.

7.1 General. In consideration of the provision of the Services by the Rocket.Chat and the rights granted to Customer under this Agreement, Customer shall pay the fees as follows: Time and Materials. For Services provided on a time and materials basis, Customer shall pay fees (the "Fees") calculated in accordance with Rocket.Chat's daily/hourly fee rates as set forth in [the applicable SOW. Fixed Price. Where Services are provided for a fixed price, the total Fees shall be the amount set out in the applicable SOW. 7.2 Expense Reimbursement. Customer agrees to reimburse Rocket.Chat for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by Rocket.Chat in connection with the performance of the Services; 7.3 Invoicing and Payment. All information regarding payment and invoices such as payment terms and fines shall be set forth in the applicable SOW. Unless expressly provided otherwise in the SOW, payments shall be paid prior to the execution of the Services.

7.4 Taxes. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder except for any taxes imposed on, or with respect to, Rocket.Chat's income, revenues, gross receipts, personnel, or real or personal property or other assets.

8. Intellectual Property Rights; Ownership.

8.1 Intellectual Property Rights. As between Customer and Rocket.Chat, all Intellectual Property Rights and all other rights in and to the Deliverables (except for any Confidential Information of Customer or Customer Materials) and the Pre-Existing Materials shall be owned by Rocket.Chat. Rocket.Chat hereby grants Customer and the Authorized Service Recipients a license to use all such rights to the extent necessary to enable the Customer to make reasonable use of the Deliverables and the Services. **8.2 Ownership.** Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Rocket.Chat shall have no right or license to use any Customer Materials except solely during the term of this Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.

9. Confidential Information.

9.1 The Receiving Party agrees: not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 9; to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

9.2 Compelled disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

9.3 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this section or using any Intellectual Property Rights of the other party or any of its Affiliates.

10. Representations and Warranties.

10.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Rocket.Chat. Rocket.Chat represents and warrants to Customer that: (a) it shall perform the Services in a professional and workmanlike manner and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to Customer's reasonable satisfaction; and (c) the Services and Deliverables, and Customer's use thereof, do not and will not infringe any third party rights.

10.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) ROCKET.CHAT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY.

11. Indemnification.

11.1 General. Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs (collectively, "Losses"), relating to any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent or negligent acts or omissions; or (b) Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement, including but not limited to material breach of any representation or warranty made by Indemnifying Party in this Agreement.

11.2 Intellectual Property Infringement. Rocket.Chat shall defend, indemnify, and hold harmless the Customer from and against all losses based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party; provided, however, that Rocket.Chat shall have no obligations under this Section 11.2 with respect to claims to the extent arising out of (a) any instruction, information, designs, specifications, or other materials provided by Customer in writing to Rocket.Chat; (b) Customer's use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Rocket.Chat in writing; or (c) any modifications or changes made to the Deliverables other than by Rocket.Chat.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL ROCKET.CHAT AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF ROCKET.CHAT AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO ROCKET.CHAT BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO TERMINATION.

13. Miscellaneous.

13.1 Independent Contractors. The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever

13.2 Notices. Except as otherwise set forth herein, all notices under this Agreement and its appendices shall be by email. Notices to customer shall be addressed to addresses set forth on the SOW, although Rocket.Chat may instead choose to provide notice to Customer through the Services (e.g., a bot notification). Notices to Rocket.Chat should be sent to legal@rocket.chat and include in copy Rocket.Chat's primary point of contact defined in the SOW. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Customer must keep all of its account information with Rocket.Chat current.

13.3 Entire Agreement; Order of Precedence. This Agreement, together with all schedules, exhibits, and Statements of Work, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any schedule, exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its exhibits and schedules; (b) second, the applicable Statement of Work; and (c) third, any exhibits and schedules to this Agreement.

13.4 Assignment and Subcontractors. This Agreement shall be assignable by Rocket.Chat. Customer acknowledges that from time to time, Rocket. Chat may enlist a subcontractor to perform some of the Services provided to the Customer. In the event services to be performed as outlined in this Agreement are subcontracted to a third party, the third party shall accept responsibility for the performance of such activities. Rocket.Chat will cease to bear any responsibility related to the performance of subcontracted services; however Rocket.Chat will act as a liaison between the subcontractor and Customer, to monitor the performance of services to be provided by any third party.

13.5 No Third-Party Beneficiaries. This Agreement 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 any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13.6 Amendment and Modification; Waiver. As our business evolves, we may change this Agreement. If we make a material change to these provisions, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the Customer Terms at any time by visiting this page: <https://docs.rocket.chat/legal/master-service-agreement-for-professional-services>. Any material revisions to these Customer Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions. No failure to exercise any right, remedy, power or privilege ("Rights") arising under this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.

13.7 Severability. No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction, shall affect any other term or provision of this Agreement or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

13.8 Governing Law: Submission to Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware and of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Customer hereby consent to the jurisdiction of the state and federal courts of Delaware. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, Customer agrees that the English version of this Agreement shall prevail and control.

13.9 Non-Exclusivity. Rocket.Chat retains the right to perform the same or similar type of services for third parties during the term of this Agreement.

13.10 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. In addition, Rocket.Chat shall have no liability for any failure or delay of performance by Rocket.Chat that is caused by or results from any failure or delay of performance by the Customer of any obligations it is required to undertake or deliverables it is required to provide under this Agreement, an SOW or any applicable Supplement.

13.11 Equitable Relief; Cumulative Remedies. Each party acknowledges that a breach of Section 8 (Intellectual Property Rights; Ownership) or Section 9 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation. In the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief. Except as expressly set forth in this Agreement, the rights and remedies under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity or otherwise.

13.12 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.