

Rocket.Chat Docs

Master Services Agreement for Self Managed Workspaces

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Effective date: February 27th, 2021

ROCKET.CHAT MASTER SERVICES AGREEMENT FOR SELF-MANAGED DEPLOYMENTS

This Master Services Agreement (the "**Agreement**"), is entered as of ____ (the "**Effective Date**"), by and between ____, whose address is **_***; an entity ("**You**," "**Your**," or "**Customer**") and Rocket.Chat Technologies Corp. ("**Rocket.Chat**"). In this Agreement, Customer and Rocket.Chat may be individually referred to as "**party**" and collectively referred to as "**parties*".

The Agreement covers the provision of services by Rocket.Chat to You for self-managed (otherwise known as "on-premise") deployment of Rocket.Chat and generally comes with an Order Form that specifies services and product editions for a particular initial term or period (the "Initial Order Term") and any renewal terms or periods indicated therein (collectively, the "Order Term"); unless expressly provided otherwise, the Initial Order Term is 12 months from the effective date of the Order and renewals are for successive 12 months periods. It does explicitly not cover the mere provision of the Community Edition of our product or any other edition of our product which does not come with a reference to this Agreement.

1. DEFINITIONS.

1.1 Affiliates means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder. All references to Rocket.Chat shall be deemed to be references to Rocket.Chat and its Affiliates.

1.2 Agreement means this Master Services Agreement, and any applicable Order Form attached hereto.

1.3 Devices means (whether physical or virtual) a server, system, workstation, computer, mobile device, or endpoint upon which or through which the Services are used and/or on which the Software is installed.

1.4 Documentation means the official user documentation prepared and provided by Rocket.Chat to You on the use of the Services or 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.

1.5 Order Form means the Rocket.Chat ordering document that specifies Your purchase of the Services, pricing, and other related information. All Order Form(s) will be attached to and made a part of this Agreement.

1.6 Personal Data means any information that can be used to identify an individual as that term is defined under applicable law, which may include EU's "General Data Protection Regulation" ("GDPR") as and if applicable.

1.7 Services means the products and Software services, including any support and application programming interface that accesses functionality, that is provided to the Customer by Rocket.Chat.

1.8 Software means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions.

1.9 Support means the standard maintenance or support provided by Rocket.Chat or its designated agents as set forth in this Agreement.

1.10 User means an individual authorized by You to use the Services, Software, and Documentation.

1.11 Your Data or Data means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, stored, or submitted by You or Your Users related to Your or Your User's use of the Services or Software.

2. PROVISION OF SERVICES.

2.1 Services License. Upon payment of fees and subject to continuous compliance with this Agreement, Rocket.Chat hereby grants Customer a limited, non-exclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below). You may provide, make available to, or permit Your Users to use or access the Services, the Software, or Documentation, in whole or in part. You agree that Rocket.Chat may deliver the Services or Software to You with the assistance of its Affiliates, licensors, and service providers. During the Term (as defined herein), Rocket.Chat may update or modify the Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. Rocket.Chat's updates or modifications to the Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term.

2.2 Customization and Implementation. Subject to the terms and conditions of this Agreement and applicable Order Form, Rocket.Chat will customize the Software for the Customer in accordance with the functional requirements specification which will be mutually developed during the customization effort.

2.3 Hosting is Not Covered. Our hosted offerings are not covered by this Agreement.

2.4 Support. Subject to the terms and conditions of this Agreement and applicable Order Form, as part of the Services, Rocket.Chat will provide Customer the support and maintenance services as described in the applicable Order Form during the Term. Rocket.Chat will provide the Customer with the Support subject to payment of the applicable fees as defined in the applicable Order Form. By the open source nature of Rocket.Chat and according to its License found at <https://github.com/RocketChat/Rocket.Chat/blob/master/LICENSE>, the Customer may make modifications to the software, but Rocket.Chat's support will only cover original code, published by Rocket.Chat in its own repositories.

3. LICENSE RESTRICTIONS; OBLIGATIONS.

3.1 License Restrictions. You may not (i) provide, make available to, or permit individuals other than Your Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (iii) use the Services or Software to violate any rights of others; (iv) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("**Viruses**"); (v) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services or (vi) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

3.2 Your Obligations. You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Users' activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party's access to the Services, Software, and Documentation and notify Rocket.Chat; (ii) You and Your Users will comply with all applicable local, state, federal, and international laws; (iii) You are legally able to process Your Data and are able to legally provide Your Data to Rocket.Chat and its Affiliates, including obtaining appropriate consents or rights for such processing, as outlined further herein, and have the right to access and use Your infrastructure if requested by You, including any system or network, to obtain the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (iv) You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current for the Term of this Agreement.

3.3 Representations and Warranties. Each party represents and warrants that: (i) such party has the full power and authority to enter into this Agreement; (ii) this Agreement is duly authorized by all necessary action and has been duly executed and delivered; (iii) such party is in compliance with all applicable requirements of law, other than where the failure to be in compliance would not have a material adverse effect upon such party's execution, delivery or performance of this Agreement or consummation of the transactions contemplated hereby; and (iv) such party has not entered into any agreement with any other entity that contains restrictive provisions that may impair its ability to perform its obligations under this Agreement.

3.4 API Fair Use Many of our services work via API calls managed under a central infrastructure of us. You may not place excessive API calls or otherwise deliberately try to overburden this API system. We may throttle your use of the APIs in case we deem it necessary to facilitate an overall acceptable service level across our infrastructure (e.g. such as in the case of continued, excessive API usage). We may monitor use of the APIs for compliance with these rules, and we may deny you access to the API or shut down your Integration if you try to go around or break the policies we set. If your Order Form includes a defined API limit or minimum, then the Order Form controls.

4. PROPRIETARY RIGHTS.

4.1 Ownership of Rocket.Chat Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of the term "purchase" in conjunction with licenses of the Services, Software, and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by Rocket.Chat to Customer in this Agreement, Customer acknowledges and agrees that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to Rocket.Chat or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives Customer no rights to such content, including the use of the same. Rocket.Chat is hereby granted a royalty-free, fully-paid, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the Services or Software. To clarify: this mentioned license does not extend to any data of You or Your users, but is aimed to allow us to incorporate Your feedback et al. into our products and services. All rights not expressly granted under this Agreement are reserved by Rocket.Chat.

4.2 Ownership of Data. Rocket.Chat does not obtain ownership in data that is submitted into our Services or Software. Unless agreed otherwise between Customer and User, Customer acknowledges and agrees that when a User submits content or information to the Services, such as messages or files, all such content and information, is generally owned by the User and that User grants Customer a license to operate the Services, Software and Support in accordance with the agreement between Customer and User (e.g. a customer contract).

Customer in turn grants Rocket.Chat a sublicense of said license for the purposes of operating the Services, Software and Support as described in this Agreement, where this sublicense is needed (e.g. to analyze bugs by being granted access to user data by Customer). Other than as specifically provided in this Agreement and the [Rocket.Chat Privacy Policy](#), Rocket.Chat will not release, transmit, or utilize Customer Data, in particular not store or repurpose it.

5. TERM; TERMINATION.

5.1 Term. This Agreement will begin on the Effective Date and will continue so long as any Order Term remains in effect or until terminated by either party as outlined in this Section (the "**Term**").

5.2 Termination Rights.

a. Renewal. Unless a party gives written notice of non-renewal or termination at least thirty (30) days prior to the expiration of the relevant Term, this Agreement will automatically renew for a period equal to the previous Term. Any Fees for a renewed Term are due upon the date of renewal.

b. For Cause. Either party may terminate this Agreement and any Order Forms immediately upon 30 days' written notice to the other party in the event of any material breach of this Agreement (including without limitation, any failure to pay any amounts when due hereunder, your failure to comply with restrictions under this Agreement, including those set out in Section 3) by such party where such material breach is not cured during such notice period. Either party may also terminate this Agreement and all Order Forms, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within one hundred twenty (120) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

5.3 Effect of Termination or Expiration. Termination or expiration shall not relieve You of the obligation to pay any fees or other amounts accrued or payable to Rocket.Chat, including fees for the remainder of the Order Term(s) after an earlier termination. If Rocket.Chat terminates for cause, or Customer terminates for convenience, Customer will immediately pay all amounts due and payable for the remainder of the Order Term without limiting Rocket.Chat's other rights and remedies. Without prejudice to any other rights, upon termination or expiration, You must cease all use of the Services, Software, and Documentation and destroy or return (upon request by Rocket.Chat) all copies of the Services, Software, and Documentation. You further acknowledge and agree that You will retrieve Your Data or copies of Your Data from Rocket.Chat within thirty (30) business days of the termination or expiration. Unless in accordance with our internal policies, contractual, legal, or other obligation, You acknowledge and agree that Rocket.Chat has the right to delete Your Data, including any and all copies thereof. Your Data, once deleted, will not be able to be recovered. Sections 1, 3, 4, 5.3, 6, 8, 9, 10, 11, and 12, shall survive any termination or expiration of this Agreement.

6. FEES AND PAYMENT; TAXES.

6.1 Fees and Payment. All Order Forms placed will be considered final upon acceptance by Rocket.Chat. Fees will be due and payable as set forth on the Order Form, which are attached to and made part of this Agreement. Unless otherwise set forth herein, fees shall be at Rocket.Chat's then-standard rates at the time of invoice or, if applicable, as set forth in the Order Form. If You fail to pay, Rocket.Chat shall be entitled, at its sole discretion, to (i) suspend the provision of the Services until You fulfill Your pending payment obligations; (ii) charge You an interest rate designated by Rocket.Chat at the time of invoice; and/or (iii) terminate this Agreement and all Order Forms. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Fees and payments are non-refundable except to the extent expressly described otherwise. All fees due to Rocket.Chat under these Terms are non-cancellable, and the sums paid are non-refundable and non-creditable, except as otherwise expressly provided in these Terms.

6.2 Taxes. All fees are exclusive of taxes and You shall pay or reimburse Rocket.Chat for all taxes arising out of transactions contemplated by this Agreement. As reasonably requested, You will provide documentation to Rocket.Chat showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on Rocket.Chat's income), export and import fees, customs duties and similar charges imposed by any government or other authority. You hereby confirm that Rocket.Chat can rely on the name and address that You provide to Rocket.Chat when You agree to the fees or in connection with Your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where You have established Your business.

7. DATA; PROTECTION OF YOUR DATA.

7.1 Your Data. You agree that You and Your Users are responsible for maintaining and protecting backups of Your Data directly or indirectly processed using the Services and Software and that Rocket.Chat is not responsible for exportation of, the failure to store, the loss, or the corruption of Your Data.

You agree that Rocket.Chat and its Affiliates will process configuration, performance, usage, and consumption data about You and Your Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve Rocket.Chat products and Services and Your and Your Users' experience with Rocket.Chat and its Affiliates pursuant to the Rocket.Chat Privacy Notice, available at <https://rocket.chat/privacy>.

7.2 Protection of Your Data. Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data. You are responsible for ensuring that the security of the Services is appropriate for Your intended use and the storage, hosting, or processing of Personal Data. Information on how Rocket.Chat protects personal data is in Rocket.Chat's [Privacy Policy](#).

8. CONFIDENTIAL INFORMATION.

As used in this Agreement, "**Confidential Information**" means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Confidential Information includes Personal Data and Rocket.Chat Confidential Information includes the Services, Software, Documentation, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, excluding Personal Data, to the extent it (i) is (or through no fault of the recipient, has become) generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iii) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (iv) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

The receiving party will return to the disclosing party or destroy all Confidential Information of the disclosing party in the receiving party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party upon the termination of this Agreement. The receiving party will certify in writing signed by an officer of the receiving party that it has fully complied with its obligations under this Section 8.

The receiving party may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section 8 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

9. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT AND/OR APPLICABLE ORDER FORM, INCLUDING HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. ROCKET.CHAT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO YOU UNDER THIS AGREEMENT. ROCKET.CHAT DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED.

EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD-PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES.

10. INDEMNIFICATION.

10.1 Rocket.Chat Indemnification. Rocket.Chat will indemnify, defend, and hold You harmless from any third party claim brought against You that the Services, as provided by Rocket.Chat, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Services by You is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by Rocket.Chat. Rocket.Chat's indemnification obligations are contingent upon You: (i) promptly notifying Rocket.Chat in writing of the claim; (ii) granting Rocket.Chat sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing Rocket.Chat with reasonable assistance, information, and authority required for the defense and settlement of the claim. This Section states Rocket.Chat's entire liability (and shall be Your sole and exclusive remedy) with respect to indemnification to You.

10.2 Your Indemnification. You agree to indemnify, defend, and hold harmless Rocket.Chat and its Affiliates, and its directors, employees, and agents from and against any claims arising out of or due to: (i) Your Data; (ii) Your (or Your User's) breach of this Agreement; (iii) Your (or Your User's) use of the Services, Software, or Documentation in violation of third party rights, including any intellectual property or privacy rights, or any applicable laws; or (iv) Your (or Your User's) misuse of the Services, Software, or Documentation.

11. 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 YOU 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 YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO TERMINATION.

12. GENERAL.

12.1 Notices. All notices must be in writing and shall be mailed by registered or certified mail to Rocket.Chat Technologies Corp., 251 Little Falls Drive, Wilmington, DE, 19808, or sent via email to legal@rocket.chat (with evidence of the effective transmission).

12.2 Entire Agreement. This Agreement and the exhibits and attachments hereto constitute the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements, and understandings, written or oral, with respect to the subject matter hereof. If other Rocket.Chat terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by You, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

12.3 Export Control Laws. The Services, Software, and Documentation delivered to You under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. You shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. You agree that You are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that You will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

12.4 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by You except in writing signed by authorized representatives of each party.

12.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

12.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

12.7 Force Majeure. Rocket.Chat will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; pandemics, public health crisis and war.

12.8 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

12.9 Governing Law; Venue; Waiver of Jury Trial; Fees

Governing Law. Any dispute, controversy, or claim arising out of or in connection with these Terms shall be sought settled through negotiations in good faith. This Agreement and any disputes arising out of or related to this Agreement shall be governed by and construed in accordance with applicable law as outlined in Section, without regard to any conflict of law provisions. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to these Terms. The Uniform Computer Information Transactions Act (UCITA) will not apply to these Terms regardless of when or where adopted.

Applicable Law. All references to Rocket.Chat, 'we,' or 'us' under the Contract, what law will apply in any dispute or lawsuit arising out of or in connection with the Contract, and which courts have jurisdiction over any such dispute or lawsuit, depending on where Customer is domiciled.

Domicile	Rocket.Chat Contract Entity	Governing Law	Venue
United States and other Countries	Rocketchat Technologies Corp.	Delaware, United States	Delaware, United States
Brazil	Rocketchat Tecnologia LTDA	Brazil	Porto Alegre, Rio Grande do Sul

The Agreement and any disputes arising out of or related hereto will be governed exclusively by the applicable governing law above. The courts located in the applicable venue above will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation, or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts.

Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

Dispute Resolution. In the event of any controversy or claim arising out of or relating to these Terms, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of sixty (60) days, either party may pursue relief as may be available under these Terms pursuant to Governing Law and Jurisdiction Sections. All negotiations pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

Injunctive Relief; Enforcement. Notwithstanding the provisions of Dispute Resolution and Governing Law Sections, nothing in these Terms will prevent us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations, or enforcement or recognition of any award or order in any appropriate jurisdiction.

Language. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, you agree that the English version of this Agreement shall prevail and control.

12.10 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

12.11 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.