



Cloud Support Services Terms and Conditions

These Terms and Conditions ("Terms") govern the provision of cloud support services ("Services") by [Your Company Name] ("Provider") to the customer ("Customer"). By subscribing to or using the Services, Customer agrees to be bound by these Terms.

1. Services

1.1 Scope: The Services provided by Provider may include technical support, guidance, troubleshooting assistance, incident management, and other related services as specified in the applicable service agreement.

1.2 Service Level Agreement (SLA): Provider agrees to adhere to the service level agreements outlined in the applicable service agreement, including response times, resolution times, and availability guarantees.

1.3 Access to Services: Customer shall provide Provider with necessary access to cloud infrastructure, applications, and systems to facilitate the provision of Services. Customer is responsible for ensuring compliance with security and access control requirements.

2. Service Levels

2.1 Response Times: Provider shall use commercially reasonable efforts to respond to support requests within the agreed-upon response times specified in the SLA.

2.2 Resolution Times: Provider shall use commercially reasonable efforts to resolve reported issues within the agreed-upon resolution times specified in the SLA.

2.3 Availability: Provider shall use commercially reasonable efforts to ensure the availability of support services as specified in the SLA. However, Provider does not guarantee uninterrupted or error-free operation of the Services.

3. Customer Responsibilities

3.1 Cooperation: Customer shall cooperate with Provider and provide necessary information, access, and assistance to facilitate the provision of Services.

3.2 Compliance: Customer shall comply with all applicable laws, regulations, and policies, including those related to data privacy, security, and acceptable use of cloud services.

3.3 Data Backup: Customer is responsible for maintaining appropriate backups of data and applications. Provider shall not be liable for any loss of data or disruption of services.

4. Fees and Payment

4.1 Fees: Customer shall pay Provider the fees for the Services as specified in the applicable service agreement. Fees are due and payable in accordance with the agreed-upon payment terms.

4.2 Taxes: Customer is responsible for any applicable taxes, duties, or other governmental charges related to the Services.

4.3 Payment Disputes: Any disputes regarding invoices or charges must be raised by Customer in writing within thirty (30) days of receipt of the invoice.

5. Intellectual Property



5.1 Ownership: Provider retains all intellectual property rights in the Services, including any software, documentation, or materials provided as part of the Services.

5.2 Use of Customer Data: Provider may collect and use Customer data solely for the purpose of providing the Services and as otherwise permitted by these Terms and the applicable privacy policy.

6. Confidentiality

6.1 Confidential Information: Each party may have access to confidential information of the other party in connection with the Services. The parties agree to protect the confidentiality of such information and use it solely for the purposes of fulfilling their obligations under these Terms.

6.2 Exceptions: The obligations of confidentiality shall not apply to information that is publicly available, independently developed by the receiving party, or rightfully obtained from third parties without breach of confidentiality.

7. Limitation of Liability

7.1 Exclusion of Damages: In no event shall either party be liable to the other party for any indirect, incidental, consequential, or punitive damages arising out of or in connection with these Terms or the provision of Services.

7.2 Limitation of Liability: Provider's total liability under these Terms shall not exceed the total fees paid by Customer for the Services during the twelve (12) month period immediately preceding the event giving rise to the liability.

8. Termination

8.1 Termination for Cause: Either party may terminate these Terms immediately upon written notice if the other party materially breaches any provision of these Terms and fails to cure such breach within thirty (30) days of receiving written notice thereof.

8.2 Effects of Termination: Upon termination of these Terms, Customer shall immediately cease using the Services, and Provider shall cease providing the Services. Termination shall not relieve Customer of its obligation to pay any fees due under these Terms.

9. General Provisions

9.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

9.2 Amendment: These Terms may only be amended in writing signed by authorized representatives of both parties.

9.3 Entire Agreement: These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, whether written or oral.

10. Contact Information

If you have any questions or concerns regarding these Terms, please contact us at Simon Dowadall, simon@causality.it