

EnableIT Technologies Limited

Mautic Hosting and Technical Support Contract

Dated **22 January 2026**

Between

EnableIT Technologies Ltd

Registered Address

**38 Anson Road
Martlesham Heath
Ipswich Suffolk IP5 3RG**

Company Registration No. 4426731

and

??

Registered Address

**??
??
??**

Company Registration No. ??

TERMS AND CONDITIONS FOR THE SUPPLY OF ENABLEIT HOSTING (the “Conditions”)

1 Scope

These Conditions define the basis upon which EnableIT Technologies Limited provide the Services to the Customer.

2 Definitions

“**Agreement**” means these Conditions and the Proposal, which together form the agreement between EnableIT and the Customer for the provision of the Services.

“**Commencement Date**” means the date (or the latest of the two dates if signed on different days) on which the terms of these Conditions are accepted by both parties signing the execution block.

“**Confidential Information**” means any know-how, any trade or business secrets, any commercial, financial, business, technical or other confidential information of whatever nature relating to the business of a party, its Affiliates and each of their clients, including without limitation this Agreement (whether written, oral or in electronic or other form) which is clearly designated by a party as being confidential (whether or not it is marked as confidential) or which can reasonably be expected to be recognised as confidential, that the other party obtains, receives or has access to as a result of this Agreement (or any discussions prior to the Commencement Date).

“**Customer**” means the customer named on Page 1 of this agreement.

“**Customer Data**” shall mean any data, information or material (in any form) submitted or provided by the Customer, its Affiliates or any User during the Term in connection with the Services.

“**EnableIT**” means EnableIT Technologies Limited, a private limited company incorporated in England and Wales, with registered number 4426731 and where the context permits its employees, officers and directors.

“**Fees**” means the fees payable to EnableIT by the Customer for the Services as set out in the Proposal.

“Emails” means unlimited outbound emails whilst within the contract period.

“Initial Term” means a period of twelve (12) months commencing on the Commencement Date.

“Intellectual Property Rights” means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

“Proposal” means the proposal provided to the Customer by EnableIT for the provision of Services (Attached Proposal) and dated on or around the Commencement Date.

“Renewal Term” shall mean successive periods of time equal in duration to the Initial Term (or one (1) year, if the Initial Term is greater than one (1) year).

“Service(s)” shall mean the services set out in the Proposal including provision of access via the internet to the Software and/or additional plug-ins or combinations thereof, applicable Mautic Technology, Mautic Intellectual Property and services made available by providing the Service to the Customer and its Affiliates and other associated services which are developed, operated, and maintained by EnableIT, the provision of hosting, technical support and email support for the Software and the provision of four hourly backups of the Software.

“Service Hosting Credits” shall mean compensation provided in lieu of service unavailability, carrying a non-monetary value.

“Software” shall mean the edition of Mautic software.

“Mautic Intellectual Property” shall mean any of Mautic’s inventions, patents and applications thereof, copyrights, trademarks, service marks, trade names, domain name rights, and other trade secret rights, and all other intellectual property rights.

“Mautic Technology” shall mean all of the Mautic’s proprietary technology (including, but not limited to, hardware, software, documents, processes, algorithms, user interfaces, know-how and including the Software) and services made available by providing the Service to the Customer and its Affiliates.

“System Administrator” means the employee/s of the Customer who may purchase

additional Users or Services, or otherwise administer the Customer's use of the Services on the Customer's behalf. The System Administrator/s will be notified to EnableIT on or around the Commencement Date.

"Term" shall mean the Initial Term and any subsequent Renewal Term/s.

"Users" shall mean each of the Customer's employees, consultants, contractors or agents authorised by the System Administrator to use the Services.

3 Term

3.1 This Agreement commences on the Effective Date and continues through the subscription term until all subscriptions hereunder have expired or have been terminated. The subscription term shall be as specified in the applicable accepted proposal.

3.2 Termination by Company or EnableIT Technologies. Either party may terminate this agreement and any then-current order form prior to the end of a subscription term if the other party: (i) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for 30 days following the written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for benefits of creditors.

3.3 The Customer can terminate this Agreement without fault or penalty on three (3) month's written notice to EnableIT at any time during the Term, providing such notice expires no sooner than the end of an Initial Term.

4 Software Grant

Subject to the terms and conditions of this Agreement, EnableIT hereby grants Customer and its Affiliates a non-exclusive, non-transferable right to use the Services for the Term, solely for Customer's and its Affiliate's own internal business purposes and to use any software, documents, data or other materials (in any form) provided by EnableIT to the Customer or any Customer Affiliate as part of the Services.

5 Restrictions

The Customer shall not, directly or indirectly: (i) sublicense, resell, rent, lease,

distribute, or otherwise transfer rights or usage to the Service for any purpose including timesharing or service bureau purposes; (ii) create Internet links to the Service, (iii) “frame”, “fork” or “mirror” any Mautic Technology or any other device; or (iv) reverse engineer the Mautic Technology or access the Services or copy any ideas, features, functions or graphics of the service for any purpose other than what is contemplated in this Agreement.

6 Customer’s Responsibility and Data

- 6.1** ‘User Accounts’ On or around the Commencement Date, the Customer shall designate at least one System Administrator and notify EnableIT of the identity and contact information for said System Administrator/s. The System Administrator/s may add Users to the Service by placing an order in writing with EnableIT. The Customer is responsible for all activity occurring under the Customer’s User accounts caused directly by any act of any User. The Customer shall use reasonable endeavours to notify EnableIT promptly of any unauthorised use of any password, account, copying or distribution of the Mautic Technology of which it becomes aware. User accounts cannot be shared or used by more than one individual user but may be reassigned to new Users replacing former Users.
- 6.2** EnableIT does not own any of Customer’s Data and the Customer does not assign the rights to any Customer Data. Customer Data remains the sole property of the Customer or its Affiliates (as the context requires) at all times. EnableIT will treat such data as strictly confidential and will not use or pass any Customer Data to third parties unless expressly authorised to do so in writing by the Customer. The Customer is solely responsible for the accuracy, integrity and legality of Customer’s Data. Customer shall not maliciously send or store spam, unlawful, infringing, obscene or libellous material, viruses, worms, Trojan horses or other harmful code.
- 6.3** Where the Customer Data contains ‘personal data’ (as defined in the General Data Protection Regulation (Regulation (EU) 2016/679); as amended and replaced from time to time) EnableIT will comply with and will not put the Customer in breach of, any of its provisions under applicable data protection laws. EnableIT will process any Customer personal data only in accordance with the Customer’s instructions and to the extent strictly necessary for the performance by it of its obligations under this Agreement. EnableIT will have in place appropriate technical and organizational measures against

unauthorized or unlawful processing of the Customer Data and against accidental loss, disclosure or destruction of or damage to the Customer Data.

6.4 EnableIT will not transfer any Customer personal data outside the European Economic Area without the express written consent of the Customer.

6.5 On termination of this Agreement for any reason, EnableIT will ensure that the Customer is provided with a copy of the Customer Data on request.

7 Information Security

‘Information Security’ EnableIT will handle the Customer’s Data at a standard that is never less than that required by each of ISO27001:2013 and ISO 9001:2015 to maintain its confidentiality, integrity and availability as set out in this Agreement.

8 Intellectual Property Ownership

8.1 EnableIT warrants and represents that Mautic and its licensors own all right, title and interest to the Mautic Intellectual Property, the Mautic Technology, the Service and any modifications, ideas or recommendations provided by the Customer. This Agreement does not convey or transfer any ownership rights in the Service other than as set out in this Agreement. The Mautic name, logo and trade names are trademarks of Mautic and no right is granted to use them except as granted herein.

8.2 EnableIT shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer or its Affiliates arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with this Agreement. In no event, however, may EnableIT agree to any settlement of any claim if such settlement would impose any liability or obligation upon the Customer, or make any admission of liability on behalf of the Customer, without the Customer’s prior, written consent

9 Mutual Non-disclosure and Confidentiality

9.1 Each party shall, during the Term and thereafter, keep confidential, and shall not use for its own purposes (other than strictly for the implementation of this Agreement) nor without the prior written consent of the other disclose to

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Martlesham Heath, Ipswich, Suffolk, IP5 3RG
Tel: +44 1473 618980 **Email:** info@enable.services

any third party (except as may be required by any law or any regulatory authority), any Confidential Information which may become known to such party from the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party not bound by obligations of confidentiality. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any Confidential Information.

- 9.2** The terms of this Agreement are confidential and may not be disclosed by either party without the prior written consent of the other.

10 Emails

Fair usage agreement which is capped to a monthly sending volume of 15 times the upper contact limit on your price tier (including any additional contacts as detailed in section 11.2), unless agreed by in writing on the related proposal/invoice. For example on the 'up to 30,000' tier, monthly send volume should not exceed 450,000 emails.

11 Fees

- 11.1** EnableIT shall be entitled to invoice the Customer for the proposal amount immediately upon the signature of the Proposal.
- 11.2** Contact volumes within the Mautic platform provided to the customer are monitored by EnableIT. Should the volume of contacts exceed the contracted service provision tier, additional charges will apply on a monthly basis for each complete extra 10,000 contacts. The charge for these contacts, unless present on the agreed proposal, is based on pricing published by EnableIT on their website, and will not exceed the calculated monthly price-per-contact of the contracted tier.

12 Payment Terms

- 12.1** Customer shall pay all fees in accordance with the terms of the signed Proposal and subsequent invoice.
- 12.2** If any payment due by the Customer to EnableIT under this Agreement is in arrears more than thirty (30) days after the date of the invoice, and remains overdue not less than fourteen (14) days after the Customer is notified by EnableIT in writing to make such payment, EnableIT shall be entitled to charge interest of two per cent (2%) above the Bank of England base rate per annum until payment in full is made.

13 Termination

- 13.1** Either party may terminate this Agreement immediately, if:
- 13.1.1 the other party materially breaches its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
 - 13.1.2 the other party presents a petition or has a bona fide petition presented by a creditor for its winding up, or convenes a meeting to pass a resolution for voluntary winding up, or enters into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), calls a meeting of its creditors, or has a receiver of all or any of its undertakings or assets appointed, or is deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts; or any event occurs, or proceeding is taken, with respect to such party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Clause 12.1.2.
- 13.2** The Customer's obligation to make payment of any outstanding, unpaid Fees shall survive termination of this Agreement.

14 Retention of Data

On termination of hosting contract between Enable and interested parties we will retain your data for 30 days from the date of contract closure. This is regardless of whether the contract was terminated by Enable or the interested party. After the 30 day period all data will be destroyed following the destruction procedure.

In the event that the third party requires Enable to store data for a longer period a charge may be incurred for this.

15 EnableIT Warranties

- 15.1** EnableIT warrants and represents to the Customer that it:
- 15.1.1 will perform the Services with reasonable care, skill and to the satisfaction of the Customer;
 - 15.1.2 will perform the Services in accordance with all applicable laws and regulations;
 - 15.1.3 will only use personnel who shall be suitably skilled, experienced and qualified to carry out the Services;
 - 15.1.4 has adequate resources to meet its obligations under this Agreement in a timely and reliable manner;

- 15.1.5 shall not introduce any viruses onto the Customer's systems while performing the Services;
- 15.1.6 will perform the Services within a reasonable time of being so requested by the Customer;
- 15.1.7 will take reasonable precautions to preserve the integrity of any Customer Data or other data and to prevent any corruption or loss of such data;
- 15.1.8 in such event and if attributable to any default by EnableIT, promptly restore any lost or corrupt data at its own expense or, at the Customer's option, promptly reimburse the Customer for any reasonable expenses it incurs in having the data restored by a third party;
- 15.1.9 will perform backups of data on a four hour basis to a parallel Server;
- 15.1.10 will perform daily database backups to offsite storage which will be kept for two (2) weeks; and
- 15.1.11 will schedule a restore from backup of the Customer's data on written request of the Customer.

- 15.2** Subject to the foregoing and the express terms of this Agreement, all warranties (whether express or implied, statutory or otherwise) in respect of the performance by EnableIT of the Services hereunder are hereby excluded.

16 **Limitation of Liability**

- 16.1** Except in respect of (i) any breach by EnableIT of clauses 6, 8 and 9 of this Agreement; (ii) any indemnity given by EnableIT under this Agreement; and (iii) loss or damage resulting from death, personal injury, fraud, fraudulent misrepresentation or misappropriation of the other party's Intellectual Property Rights; and (iv) any other liability which may not be lawfully limited or excluded, each party's total aggregate liability to the other shall be limited to the sum of £100,000 (one hundred thousand pounds)

17 **General**

- 17.1** 'Assignment'. Neither party may at any time sub-contract, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other.
- 17.2** 'Modifications'. No modifications are to be made to this Agreement unless evidenced in writing signed by both parties.
- 17.3** 'Severability'. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and

effect.

- 17.4** 'Choice of Law'. This Agreement shall be governed by the laws of England and Wales without regards to its conflict of law provisions. Any legal action or proceedings relating to this Agreement shall be instituted in a court of England and Wales, and each party hereby submits to the exclusive jurisdiction of such courts.
- 17.5** 'Complete Understanding'. This Agreement constitutes the complete understanding of the parties and supersedes all prior or contemporaneous agreements, negotiations, representations, proposals and understandings between the parties.
- 17.6** This Agreement does not confer any rights on any person or party (other than the parties to this agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999
- 17.7** This Agreement may be executed in any number of counterparts, each of which when executed and delivered (which shall include by email) shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

18 Notices

Notices regarding this Agreement shall be in writing and addressed to Customer at the address Customer provides, or, in the case of EnableIT, when addressed to EnableIT Technologies Ltd, 38 Anson Road, Martlesham Heath, Ipswich, Suffolk IP5 3RG. Other communications regarding the Service in general may be given by electronic mail to Customer's e-mail address on record with EnableIT and such notice shall be deemed to have been delivered 12 hours after sending.

19 Force Majeure

- 19.1** Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes which can be properly evidenced as beyond its reasonable control including but not limited to industrial action, fire, war, insurrection or riots, embargoes, prohibitions, or enactments, container shortages, wrecks or delays in transportation, requirements or regulations of any civil or military authority. EnableIT shall use all reasonable endeavours to mitigate the effect of any force majeure event on the performance of its obligations under this Agreement.
- 19.2** In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-

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performance continues for two (2) weeks or more, the party not affected may terminate this Agreement immediately, and without fault or penalty, upon written notice to the affected party.

20 Interpretation

In the event of any conflict or ambiguity between the provisions of the Proposal and these Conditions, these Conditions shall prevail.

21 Support hours and SLA

EnableIT will perform the support element of the Services in accordance with the service levels detailed in Appendix A.

Email address: mautichelpdesk@enable.services
Telephone: +44 1473 618 987

22 Guaranteed Hosting Service availability

Guaranteed hosting service availability 99.95%

23 Planned and emergency downtime

EnableIT reserves the right to close down customer systems upon giving notice via email to primary users should emergency maintenance become necessary.

For planned downtime, EnableIT will inform the customer 48hrs before via email and/or telephone.

It is not expected that these planned downtimes will exceed more than 2hrs/month and this planned downtime is excluded from any calculation of availability.

24 Data Protection

24.1 EnableIT undertakes that it shall comply (and shall require that its Staff comply) with the Privacy and Data Protection Requirements and that it has an appropriate registration or notification with all relevant data protection authorities.

24.2 EnableIT acknowledges and accepts that it in relation to any data processed on behalf of the customer, EnableIT shall be the Processor acting on behalf of the customer.

24.3 EnableIT shall in relation to Personal Data provided by the customer:

- 24.3.1 procure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data, taking into account the nature of the Personal Data;
- 24.3.2 in relation to such Personal Data, act only on the instructions of the customer as set out in this Agreement or as documented in writing
- 24.3.3 process such Personal Data only to the extent, and in such manner, as is necessary for the purposes of this Agreement
- 24.3.4 operate appropriate security procedures, processes and systems to ensure that unauthorised persons do not have access to any equipment used to process such Personal Data or to the Personal Data itself;
- 24.3.5 use reasonable endeavors to ensure the reliability of its Representatives with access to such Personal Data and ensure that all such Representatives are under obligations of confidentiality in relation to such Personal Data;
- 24.3.6 obtain prior written consent from the customer before transferring such Personal Data to any sub-contractor and ensure that any such sub-contractor is engaged on a written agreement giving commitments in relation to the processing of such Personal Data no less onerous than set out in this Agreement. EnableIT shall remain liable to the customer for the acts of any such sub-contractor in relation to such Personal Data;
- 24.3.7 not transfer such Personal Data outside the United Kingdom without the consent of the customer;
- 24.3.8 provide reasonable assistance to the customer to assist the customer to meet a request or complaint made by a Data Subject in respect of such Personal Data in order to meet the requirements of Chapter III of the General Data Protection Regulation (Regulation (EU) 2016/679) in respect of Data Subject rights;
- 24.3.9 provide reasonable assistance to the customer to demonstrate compliance with this clause 24

24.3.10 notify the customer if, in its opinion, an instruction given by the customer breaches the General Data Protection Regulation (Regulation (EU) 2016/679);

24.3.11 on termination or expiry of this Agreement or an individual Project Contract, or the end of the carrying out of data processing, delete or return all such Personal Data to the customer and delete existing copies unless required by law.

CONTRACT PARTICULARS

A. Customer Details			
Customer:	??		
Registered Office:	??		
Tel No:	??		
B. Services		C. Administrator Details	
A. UK Hosting of Mautic B. To provide 4 hourly backups C. Technical Telephone and Email Support		Administrators Name: ?? Contact No: ?? Email Address: ??	
D. Contract Details			
Commencement Date:	On receipt of access to hosted solution	Subscription Term:	Twelve months then rolling annually unless stated on proposal
		Mautic Edition:	??
E. Signatures			
Accepted on behalf of the Customer		Accepted on behalf of EnableIT Technologies	
Signed Name _____ Company Authorised Signatory only Position _____ Date _____		Signed Name _____ Joseph Bushnell Position _____ Director Date _____ 22 January 2026	

EnableIT Technologies Mautic SLA Matrix

Appendix A - Technical Support Agreements and SLA's

Enable Technologies provides tailored comprehensive Technical Support Agreements for clients wishing assistance in the maintenance of their Mautic system. These are designed to meet specific development and implementation requirements.

Technical Support: A service provided by Enable Technologies for fixing systematic errors within the Mautic, this **is not** a service for users to seek training assistance. If either training or end user support are required, these items can be purchased at an additional cost.

Support Cases: Enable Technologies Clients can open an unlimited number of support cases.

Customer Support: All issues are queued, measured in severity, assigned a case, and tracked through completion. Both methods offer an effective channel to communicate directly with Mautic experts

Contacts: A contact is a person who has privileges to open and manage support cases with Enable Technologies.

Case Assignment: Each incident is independently tracked within SugarCRM, and is issued a case number.

Prioritised Response Time: Response time is prioritised based on the issue severity. P1 is the highest severity level and is assigned for to all cases where your Mautic implementation is not available. Other levels are P2 and P3. Mautic experts will assist on a timely basis based on the urgency.

Enable P1 Response Time: Is the SLA (service level agreement) elapsed time in which Enable Technologies guarantees a response to support cases of a definition of system or application failure. If your Mautic system is hosted offsite to Enable Technologies SLA's may depend on 3rd parties

Enable P2 Response Time: Is the SLA elapsed time in which Enable Technologies guarantees a response to support cases of a definition of issue affecting an entire department or branch. Telephone and Email Mon-Fri UK Business hours 0730-1800hrs UTC Time zone

Enable P3 Response Time: Is the SLA elapsed time in which Enable Technologies guarantees a response to support cases of a definition of single failure of equipment or software. Telephone and Email Mon-Fri UK Business hours 0730-1800hrs UTC Time zone

Bugs: Any bugs of the Mautic software will be reported to Mautic Inc. and you will be given a case and bug number; however, these fall outside of Enable Technologies' above-listed SLAs.

Service Level Agreement (SLA)	Response	Target Fix	Max Fix
P1 Response Time	45 mins	1.5 hour	2.5 hour
P2 Response Time	4 hours	24 hours	40 hours
P3 Response Time	8 hours	50 hours	50 hours