Service Offering - Cloudoko Forms (CFL003)

Last Updated: 15th May 2022

This document is the Service Offering relating to the Cloudoko Forms service (reference CFL003). If you purchase the Cloudoko Forms service, then this Service Offering forms part of the Agreement (as defined in the Subscription Agreement) between you, the customer (the "**Customer**", "**you**" or "**your**") and Cloudoko Limited, a company incorporated and registered in England and Wales with company number 09294405 and having its registered office at 1 Derwent Business Centre, Clarke Street, Derby, England DE1 2B ("**Cloudoko**", "**we**", "**us**" or "**our**"). The terms of the Service Offering are binding on both parties. If there is any conflict between a term of this Service Offering and the terms of the Subscription Agreement in relation to the Cloudoko Forms service, the terms in this Service Offering shall be deemed to apply.

1. Definitions

In addition to the terms defined in the Subscription Agreement, the following defined terms shall apply:

"**Authorised User**" means any person you permit to access the Portal.

"**Cloudoko Forms**" is a cloud-based service hosted by Cloudoko Limited that presents your CRM business processes to End Users on the web.

"**Cloudoko Driver**" is an application responsible for accessing your resources. This is provided by us and runs inside your network. Cloudoko Forms communicates with Cloudoko Driver over a secure internet connection.

"DEV/TEST" means non-production (development/testing) Cloudoko Forms environment(s).

"**End User**" is any person that will be submitting forms via Cloudoko Forms.

"**Service Offering**" means the pricing and related terms applicable to a Subscription service.

"Subscription Agreement" means the agreement entered into between you and us having that title and being currently in force.

"Transaction" means a completed form submission.

"TPM" means transactions per month.

2. Pricing

Cloudoko Forms functionality is priced on a "per transaction" basis.

This Service Offering comprises a fixed monthly fee for a block of transactions (minimum transaction quota is 4,000 TPM).

The transaction unit prices are below

Production Transactions	Transaction unit price (GBP)
First 4000 transactions in a month	£0.50 per transaction
Subsequent transactions in a month	£0.40 per transaction

We allow an equal transaction quota for non-production purposes at no extra charge. This quota may be used in a single DEV/TEST environment or shared across two environments if you require separate DEV and TEST environments.

An instance of Cloudoko Driver will be installed on your premises (on your hardware) for each Cloudoko Forms environment required. The Cloudoko Driver software remains the property of Cloudoko Limited and may only be used under the terms of a subscription.

All prices are quoted in GBP and exclusive of VAT (which may be added to invoices if applicable).

Monthly Transaction Fee

A minimum monthly transaction fee of **£2,000** is payable to invoice (30 day payment terms).

Entitlement

Each minimum monthly payment entitles you to:

- Up to 4,000 TPM in your production installation
- Up to 4,000 TPM across a maximum of 2 non-production installations

To summarise, annual transaction fees of £24,000 entitles you to 48,000 production transactions and 48,000 non-production transactions.

Exceeded Transaction Quota

In some months your transaction count may exceed your monthly quota and in other months it may fall below. This Service Offering is designed to flatten the peaks and troughs of usage to allow you to budget a regular monthly fee. The

service will continue to be provided even if your transaction quota is exceeded. We will make no retrospective charges for an exceeded quota. Equally, we do not give refunds for an under-used quota.

At the end of each month, we will calculate your average monthly transaction count over the previous six months (or from the start of your subscription if less than six months). If the average transaction count over the previous six months exceeds your monthly quota, your monthly transaction fee will increase to include a suitable additional transaction bundle.

Additional Transaction Bundles

Additional transaction bundles may be added to your subscription in blocks of 1000 TPM at a cost of £400 per block.

So, for example, an increased monthly transaction fee of £2,400 would entitle you to:

- Up to 5,000 TPM in your production installation
- Up to 5,000 TPM across a maximum of 2 non-production installations

Invalid Transactions

In the unlikely event that Cloudoko Forms is subjected to a successful "denial of service" attack (or any other malicious attack), any resulting transactions will not be counted against your transaction quota.

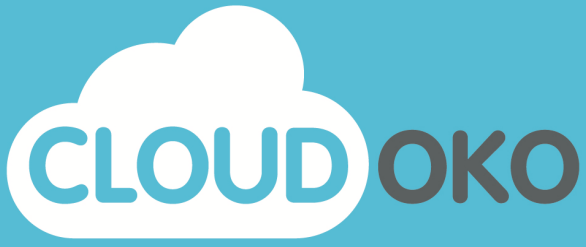
Cloudoko Identity (Optional Module)

If you wish to handle authenticated users in your Cloudoko Forms, then the Cloudoko Identity module can be enabled at an additional flat rate cost of £500 per month.

Contract

There is no minimum contract length. You may cancel your subscription at any time, to conclude on the final day of a month next following the expiry of a minimum of 30 days' written notice. Example 1: if notice is served on 27 March, the Subscription for this Service Offering shall expire at 23:59 on 30 April. Example 2: if notice is served on 2 April, the Subscription for this Service Offering shall expire at 23:59 on 31 May.

We reserve the right to cancel your subscription without reason at six months' notice.



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