



CLOUDHOUSE TECHNOLOGIES LTD

ALCHEMY SUBSCRIPTION LICENSE AND SUPPORT AGREEMENT

This Subscription License and Support Agreement ("**Agreement**"), made and entered into as of the Effective Date, is a legal agreement between:

1. **Cloudhouse Technologies Ltd**, a company incorporated and registered in England and Wales with company number 07360219 whose registered office is at One Ariel Way, 1 Ariel Way, London, England, W12 7SL ("**Cloudhouse**"); and
2. **[NAME AND ADDRESS OF CUSTOMER]** ("**Customer**")

BACKGROUND

- (A) Customer wishes to enter into this Agreement with Cloudhouse for the provision of certain subscription and other services that Cloudhouse provides.
- (B) Cloudhouse has agreed to provide and Customer has agreed to purchase the Subscription Services as set out in Appendix 2 on the terms and conditions set out below.
- (C) This Agreement is entered into pursuant to a call-off contract between Cloudhouse and the Customer ("**Call-Off Contract**") under the G-Cloud 15 Framework ("**G-Cloud 15 Framework**"). For the purposes of the Call-Off Contract and G-Cloud 15 Framework, this Agreement (together with any relevant Orders) shall constitute **Supplier Terms** (as defined in the Call-Off Contract and the G-Cloud 15 Framework).
- (D) In the event of any conflict or inconsistency, the following order of precedence shall apply:
 - (i) the G-Cloud 15 Framework Agreement to the extent applicable to the Call-Off Contract and stated as taking priority over it;
 - (ii) the Call-Off Contract;
 - (iii) this Agreement (including the SLA and Appendices); and
 - (iv) any Order,unless expressly stated otherwise in the Call-Off Contract.
- (E) This Agreement applies only to the extent it does not conflict with the mandatory terms of the G-Cloud 15 Framework and the Call-Off Contract, which shall prevail.

1. DEFINITIONS

1.1 "**Affiliates**" 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).



1.2 “**Cloudhouse GDPR Addendum**” means the Cloudhouse GDPR Addendum which sets out the parties rights and obligations in connection with Cloudhouse’s processing of personal data controlled by Customer, on behalf of Customer, as may be required or requested by Customer pursuant to or in connection with this Agreement, a copy of which will be made available if Cloudhouse is required or requested to undertake such processing on behalf of Customer.

1.3 “**Confidential Information**” means all non-public information provided by or relating to a Discloser or its Affiliates and includes, without limitation, source and object code, intermediate code, customer lists, products, product roadmaps, financial information, business information and marketing strategies disclosed in written or other tangible form (including on magnetic media) or by electronic, oral, visual or other means.

1.4 “**Delivery Date**” means the date the Customer is permitted to download the Licensed Software for electronic delivery.

1.5 “**Discloser**” means a party, including its Representatives, that discloses Confidential Information to the other party.

1.6 “**Documentation**” means explanatory and informational materials concerning the Licensed Software, in printed or electronic format. Documentation does not include software source or object code.

1.7 “**Effective Date**” means the date of the Call-Off Contract.

1.8 “**End-User**” means the employees or independent contractors of Customer who are authorized by Customer to access or use the Subscription Services, on behalf of and for the benefit of Customer.

1.9 “**Error**” means any material error or defect in the Licensed Software that causes the Licensed Software not to substantially conform to the Documentation.

1.10 [INTENTIONALLY LEFT BLANK].

1.11 “**Intellectual Property**” means Cloudhouse’s intellectual property including without limitation all: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto; (b) copyrightable works; (c) trade secrets and rights in Confidential Information; (d) source and object code, (e) know-how and feedback concerning the Licensed Software and (f) copies and tangible embodiments thereof (in whatever form or medium), as well as any and all rights to any modifications or enhancements to the foregoing made by or on behalf of Customer.

1.12 “**Intellectual Property Rights**” means all patents (including reissues, divisions, continuations and extensions thereof), utility models, and registered and unregistered designs including mask works, copyrights, trade secrets, rights in confidential information, trademarks and applications and any other form of protection afforded by law to inventions, models, software, copyright, designs or technical information, and all other intellectual property rights (whether or not any of these is registered and including applications for registration or right to apply for registration of any such thing) and all rights or forms of protection of a similar nature to any of those listed before which subsist anywhere in the world.

1.13 “**Licensed Software**” means Cloudhouse’s proprietary software products in object code form made generally available for resale or license, including Documentation and Updates, as described in Part A of Appendix 2.



1.14 “**License Quantity**” means the number of licenses of the Licensed Software for the License Type licensed to Customer as part of the Subscription Services as listed in Part A of Appendix 2 and revised in accordance with license management and additional usage terms of Part B of Appendix 2 and/or any applicable Order.

1.15 “**License Type**” means the type of licenses of the Licensed Software granted to Customer as part of the Subscription Services as detailed in Part A of Appendix 2, being licenses granted on: (a) a per named End User basis; or (b) a per server instance basis.

1.16 “**Maintenance and Support Services**” means support and maintenance services for the Licensed Software provided by Cloudhouse as part of the Subscription Services, as set out in the SLA.

1.17 “**Order**” means the order form issued by Cloudhouse for the purchase of licenses of the Subscription Services.

1.18 “**Recipient**” means a party, including its Representatives, that receives Confidential Information from the other party.

1.19 [INTENTIONALLY LEFT BLANK].

1.20 “**Representatives**” means the employees, directors, officers, lawyers, accountants, financial advisors and agents of a party and/or, as applicable, its Affiliates.

1.21 “**Specified Third Party Software**” means the Third Party Products comprising software as specified in notes relating to the Licensed Software as published by Cloudhouse on its website from time to time.

1.22 “**Subscription Fees**” means subscription fees for Licensed Software and Maintenance and Support Services as listed in the Call-Off Contract including fees in connection with license management and additional usage terms as detailed on Part B of Appendix 2.

1.23 “**Subscription Services**” means the Cloudhouse subscription services, which are provided on an installed basis, comprising (i) the licensing of the Licensed Software on a subscription basis; (ii) the provision of Support and Maintenance Services, and (iii) provision of the Documentation.

1.24 “**Subscription Term**” means the Term as defined in the Call-Off Contract.

1.25 “**SLA**” means the then-current Cloudhouse agreement for Maintenance and Support Services (as may be varied by Cloudhouse from time-to-time and notified to Customer) for the Licensed Software, the current version of which is set out in Appendix 1.

1.26 “**Third Party Products**” means any hardware or software (including the Specified Third Party Software) other than Cloudhouse’s proprietary software products.

1.27 “**Token System**” means Cloudhouse’s token system that automatically reports usage of the Licensed Software by Customer to Cloudhouse.

1.28 “**Updates**” means maintenance releases that are made generally available to licensees who are eligible to receive Maintenance and Support Services as described in the SLA.

1.29 “**Upgrades**” as defined in the SLA.



1.30 References to “**this Agreement**” shall include a reference to the Appendices and the terms and conditions set out in the Appendices.

1.31 Terms defined in the Call-Off Contract and/or G-Cloud 15 Framework shall have the same meaning when used in this Agreement unless the context otherwise permits.

1.32 All references to ‘**Customer**’ are to the ‘**Customer**’ under the Call-Off Contract and all references to ‘**Cloudhouse**’ are to the ‘**Supplier**’ under the Call-Off Contract.

2. SUBSCRIPTION SERVICES AND LICENSE GRANT

2.1 Subscription Services. Subject to the terms of this Agreement, including payment of the relevant Subscription Fees and the restrictions set out in this Section 2, Cloudhouse shall provide the Subscription Services and Licensed Software to Customer, during the Subscription Term (unless terminated prior to the expiry of the Subscription Term pursuant to Section 10).

2.2 Subscription Services and License Grant. Subject to the terms of this Agreement and the payment of the Subscription Fees: (a) Cloudhouse shall provide the Subscription Services on a local installation basis; and (b) Cloudhouse hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, world-wide, fee-bearing term-limited license without rights to sublicense to install, display and use the Licensed Software as part of the Subscription Services at the installation site (specified in Part A of Appendix 2) and permit its End Users to access and use the Subscription Services during the Subscription Term solely for Customer’s internal business purposes subject to the License Type and License Quantity as set forth in Part A of Appendix 2 and/or the applicable Order.

2.3 Licensed Version. For the avoidance of doubt the license granted pursuant to Section 2.2 is in respect of the version of the Licensed Software available at the date of this Agreement. This license does not extend to an Upgrade which are subject to separate software licenses and fees.

2.4 Restrictions. Customer shall not and shall not permit any third party to: (a) translate, disassemble, reverse engineer, recompile, decompile, update, modify, merge, prepare derivative works, adapt, translate or copy any portion of the Licensed Software except as authorized herein or as otherwise expressly permitted by applicable law; (b) use the Licensed Software in violation of applicable local, state, national and international laws and regulations; (c) use the Licensed Software in excess of the number of licenses purchased from or authorized by Cloudhouse, and in particular, use or deploy the Licensed Software in excess of the Licensed Quantity or a License Type not licensed under this Agreement; (d) make the functionality of the Licensed Software available to multiple users through any means including but not limited to by uploading the Licensed Software to a network or file-sharing service or use the Licensed Software on a service bureau, rental, software-as-a-service, hosting, application services or managed or other type of service services basis or permit other individuals or entities to create Internet “links” to the Software or “frame” or “mirror” the Software on any other server or wireless or Internet-based device; (e) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber in whole or in part the Licensed Software; (f) alter, change, or remove any titles, trademarks, trade names, copyright notices, legends or other proprietary markings placed on the Licensed Software; (g) use the Licensed Software to create a competitive offering; (h) share or publish the results of any testing or benchmarking of the Licensed Software without Cloudhouse’s prior written consent; or (i) provide, make available to, or permit use of the Licensed Software in whole or in part by, any third party, including contractors, without Cloudhouse's prior written consent, unless such use by the third party is solely on Customer’s behalf, is strictly in compliance with the terms and conditions of this Agreement, and Customer is liable for any breach of this Agreement by such third party.

2.5 Operating Environment. Customer shall be responsible for providing and maintaining all necessary hardware and the proper environment to operate the Licensed Software as specified by the Documentation or as otherwise



specified in writing by Cloudhouse including, but not limited to, acquiring and maintaining the necessary system configuration (hardware and software) and any necessary third party software and licenses needed to utilize the various capabilities of the Licensed Software. Cloudhouse is not responsible or liable for any errors or defects in such hardware or third party software.

2.6 Customer Materials. Customer hereby grants to Cloudhouse, a non-exclusive licence to use software, applications, materials, information or documentation owned or licensed to Customer ("**Customer Materials**") which is reasonably requested or required by Cloudhouse to the extent necessary for the provision of the Subscription Services. Such licence shall include the right of Cloudhouse to extract all intermediate code from Customer's software applications through a Cloudhouse utility tool to enable Cloudhouse to provide the Subscription Services. For the avoidance of doubt the Customer Materials shall constitute Customer's Confidential Information and subject to the terms of Section 8.

2.7 Third Party Products. Cloudhouse is not responsible for the specifications of Third Party Products selected by Customer or the Specified Third Party Software, including revisions or engineering changes. Some manufacturers' warranties or service contract terms and conditions may become void if Cloudhouse or anyone else, other than the manufacturer or its authorized representative, works on the hardware or software. CLOUDHOUSE DOES NOT TAKE RESPONSIBILITY FOR THE QUALITY OR PERFORMANCE OF THIRD PARTY PRODUCTS (INCLUDING THE SPECIFIED THIRD PARTY SOFTWARE), THIRD PARTY PRODUCT WARRANTIES OR FOR ANY EFFECT THAT THE LICENSED SOFTWARE MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Customer and Cloudhouse, Third Party Products (including the Specified Third Party Software) shall be exclusively subject to terms and conditions between the third party and Customer. For software provided by Customer, Customer authorizes Cloudhouse (or otherwise obtains the rights for Cloudhouse) to copy, install and modify, if necessary and as required by this Agreement, all software to be used and/or contained in connection with the Subscription Services. Customer warrants to Cloudhouse that it has obtained any licenses, consents, regulatory certifications or approvals required to give Cloudhouse and its Representatives the right or license to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products to be used and/or contained in connection with Subscription Services or, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

2.8 License Expiry Date. The Customer acknowledges that the Licensed Software is licensed for the duration of the applicable Initial Subscription Term or Renewal Subscription Term (as the case may be) and:

- (a) Where the Licensed Software is provided under an online licensing model, via the Token System, licence expiry dates and licence validity shall be controlled and managed by Cloudhouse; and
- (b) Where the Licensed Software is provided under an offline licensing model, via offline Usage Reports, the Licensed Software shall contain an expiry date aligned to the applicable Subscription Term. Upon renewal of the Subscription Term, the Customer shall permit Cloudhouse access to the Licensed Software for the purpose of updating such expiry date. If the Customer fails to provide such access in an offline licensing scenario, the Licensed Software may cease to operate after the relevant expiry date until such access is granted. Subscription Fees shall continue to be payable for any period during which the Licensed Software does not operate as a result of the Customer's failure to grant such access.

2.9 Specified Third Party Software. Customer acknowledges that the Licensed Software contains or incorporates or requires the installation and use of the Specified Third Party Software(which may include open source or free to licence software) and that Customer's use of the Specified Third Party Software will be subject to separate license terms with the relevant licensors and Customer shall comply with such terms, which are identified in notes relating to the Licensed Software as published by Cloudhouse on its website from time to time.

2.10 Users. Licenses of the Licensed Software based on a per server License Type are not subject to any limitation on the number of End Users who can access and/or use the Licensed Software.



2.11 Cooperation. Customer shall at all times: (a) provide Cloudhouse with good faith cooperation and assistance and make available such information, facilities, personnel and equipment as may be reasonably required by Cloudhouse in order to provide the Subscription Services; (b) provide such personnel assistance and other Customer personnel, as may be reasonably requested by Cloudhouse from time to time in connection with this Agreement; (c) carry out in a timely manner all other Customer responsibilities set forth in this Agreement and (d) comply with all applicable laws and regulations with respect to its activities and exercise of rights under or pursuant to this Agreement.

2.12 Enforcement. Customer shall ensure that all End Users comply with the terms and conditions of this Agreement. Customer shall promptly notify Cloudhouse of any suspected or alleged violation of the terms and conditions of this Agreement and shall cooperate with Cloudhouse with respect to: (a) investigation by Cloudhouse of any suspected or alleged violation of this Agreement and (b) any action by Cloudhouse to enforce the terms and conditions of this Agreement. Cloudhouse may suspend or terminate any End User's access to the Subscription Services upon notice to Customer in the event that Cloudhouse reasonably determines that such End User has violated the terms and conditions of this Agreement or any other agreement between Cloudhouse and Customer pursuant to which such End User is permitted to access and use the Subscription Services. Customer will at all times be responsible for all actions taken by or on behalf of an End User, whether such action was authorised by an End User. Customer shall be liable for any breach or violation of the terms and conditions of this Agreement by any End User.

3. RECORDS AND AUDIT

3.1 Records and Reports. Customer shall maintain clear and complete records during the term of this Agreement and for a period of at least three (3) years following the termination of this Agreement showing the usage of the Licensed Software by Customer including (a) the disposition of each copy of the Licensed Software made or used by Customer; (b) the installed License Quantity; (c) the number and description of computers and/or server instances on which the Licensed Software is run; (d) if applicable the number and name (or other unique ID) of Named Users; and (e) the usage of the Licensed Software by individual End Users or server instances. Customer shall report usage of the Licensed Software on a monthly basis by using either: (i) Cloudhouse Token System, or (ii) by submitting an offline report and data file in a format agreed with Cloudhouse, showing such information and data as Cloudhouse may reasonably require ("**Usage Reports**"). On Cloudhouse's reasonable request, but not more than once annually, Customer will furnish Cloudhouse with a signed statement certifying compliance with the provisions of this Agreement and the accuracy of the Usage Reports.

3.2 Audit. During the term of this Agreement and for a period of two (2) years after the termination of this Agreement, Customer will maintain accurate records as to its use of the Licensed Software. Cloudhouse shall have the right, at its own expense and upon reasonable written notice to Customer, to inspect such records and computing systems and devices to verify compliance with this Agreement provided that Cloudhouse may conduct not more than one (1) such audit during any twelve (12) month period. Customer shall promptly pay under payments revealed by any such audit. Customer shall pay for the cost to conduct the audit if any deficiency exceeds five percent (5%) of the Subscription Fees previously paid. Such audit will be conducted during Customer's normal business hours and in such manner as not to unreasonably interfere with Customer's normal business activities. Any audit rights shall be exercised only in accordance with the Customer's security, confidentiality, and access requirements and policies and Cloudhouse shall not access classified, restricted, or production systems unless expressly permitted in the Call-Off Contract.

3.3 Token System. Customer is responsible for protecting access to and usage of tokens issued as part of the Token System and shall notify Cloudhouse immediately as soon as it becomes aware or suspects that the security of any token is compromised.



3.4 Security. Customer is responsible for (a) protecting access to and usage of the Licensed Software and shall notify Cloudhouse immediately as soon as it becomes aware or suspects that the security of the Licensed Software is compromised, and (b) ensuring that its network and systems (including the Licensed Software) are subject to virus/malware protection and back-up procedures in accordance with best industry practice.

4. FEES AND PAYMENT

4.1 Fees. Customer shall pay the Subscription Fees which will be invoiced by and payable to Cloudhouse in accordance with the Call-Off Contract and the invoicing and payment obligations under this Agreement shall be construed accordingly. The Subscription Fees are subject to Part B and Part C of Appendix 2.

4.2 Payment. Subscription Fees due from Customer may not be withheld or offset for any reason and, unless the Call-Off Contract states otherwise, all invoices shall be due and payable in full within thirty (30) days from the date of such invoice. Partial payments shall not be construed as acceptance of payment in full. All fees are payable in the currency set forth on Part A of Appendix 2 PROVIDED THAT If the Call-Off Contract provides Customer with any right to dispute, withhold or set off amounts, those rights shall prevail over this Agreement.

4.3 Taxes. Fees are exclusive of all local, state, federal, national and foreign taxes, levies, or duties of any nature ("Taxes"), including without limitation, sales, use, value-added or other taxes or levies on transactions made or services provided under this Agreement. If Cloudhouse has the legal obligation to pay or collect Taxes for which Customer is responsible pursuant to this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides with a valid tax exemption certificate authorized by the appropriate taxing authority. If a certificate of exemption or similar document is required to exempt Customer from sales or use tax liability, Customer shall promptly obtain and furnish evidence of such exemption. Customer is responsible for payment of all Taxes, excluding taxes based on Cloudhouse's net income.

4.4 Invoice Administration. Unless otherwise agreed, any invoice for Subscription Fees will be delivered to Customer by Cloudhouse via an email sent to Customer's designated representative. Customer will pay all invoices without any right of set-off or deduction. Customer must notify Cloudhouse in writing, within fifteen (15) days of receipt of an invoice, of any good faith dispute concerning the amounts due herein. Such notice must be addressed to the Accounts Department at accounts@cloudhouse.com and must include a detailed, written statement identifying the facts related to the dispute, the disputed amount and the suggested resolution by the Customer.

4.5 Right to increase Subscription Fees. At the end of the first anniversary of the Effective Date and each subsequent anniversary of the Effective Date, the Subscription Fees will be adjusted annually based on the increase in the Retail Prices Index (as published by the UK Office for National Statistics ("RPI") or such index that may replace the RPI) for the most recently published percentage change for the preceding twelve (12) month period, plus **ENTER PERCENTAGE RATE** percent. Should additional price changes come into effect, Cloudhouse will give 30 (thirty) days prior notice before such prices become effective PROVIDED THAT any price increases shall not apply unless permitted by the Call-Off Contract and reflected in Cloudhouse's published G-Cloud 15 pricing.

4.6 Late payment remedies. Interest at the rate of two percent (2%) per month or, if lower, the maximum rate permitted by applicable law, shall accrue on any undisputed amount not paid by Customer to Cloudhouse when due under this Agreement, and shall be payable by Customer to Cloudhouse on demand. If any Subscription Fees owed to Cloudhouse are thirty (30) days or more overdue, Cloudhouse may, without limiting its other rights and remedies, but only to the extent permitted by the Call-Off Contract, suspend the provision of the Subscription Services (including the licensing of the Licensed Software()) until such amounts are paid in full, provided that Cloudhouse has given Customer proper notice of its intention to suspend the provision of the Subscription Services.

5. MAINTENANCE AND SUPPORT SERVICES



5.1 Maintenance and Support Services. While the Subscription Term has not expired or terminated and any applicable Subscription Fees are currently paid up in full, Cloudhouse shall provide the Maintenance Support Services for the Licensed Software as part of the Subscription Services, as described in the then-current SLA.

6. INTELLECTUAL PROPERTY

6.1 Ownership. Cloudhouse and/or its licensors retain exclusive ownership and all right, title, and interest in and to the Licensed Software and the Intellectual Property and reserves all rights not expressly granted hereunder. Customer agrees that no implied licenses exist and that it shall not obtain any right in or to any portion of the Intellectual Property or any modifications.

6.2 Maintenance, Support and Installation. All materials and Intellectual Property Rights created or generated by Cloudhouse in connection with the performance hereunder, including any maintenance, support and installation information provided to Cloudhouse by Customer and related to the Subscription Services, including reports, methods, processes, notes, designs, code, documentation, memoranda, and other data or materials (excluding any reports, data or other information owned or created by Customer), and all right, title and interest in the foregoing, are and shall be owned by Cloudhouse. Customer hereby assigns and agrees to assign to Cloudhouse all right, title and interest in and to any and all derivative works of the Licensed Software and other materials created or generated in connection with its performance of its obligations under this Agreement.

6.3 Suggestions. The parties acknowledge that Customer may provide comments or suggestions regarding, or proposed improvements to the Subscription Services ("**Suggested Improvements**"). All Suggested Improvements will be given entirely voluntarily and Cloudhouse will be free to use, disclose, reproduce, license or otherwise distribute, and exploit Suggested Improvements provided to it by Customer as it sees fit, entirely without obligation to Customer or restriction of any kind on account of Intellectual Property Rights or otherwise, including the payment of any fees or royalties to Customer. All right, title and interest in and to the Suggested Improvements developed and/or implemented by Cloudhouse and all derivatives thereof and modifications and developments thereto (including all Intellectual Property Rights embodied therein or associated therewith) are and shall remain the exclusive property of Cloudhouse.

7. INDEMNIFICATION

7.1 Intellectual Property Infringement. Cloudhouse shall indemnify, defend and hold Customer and its Representatives harmless from any third party claim and resulting losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable lawyers' fees) arising out of or in connection with any alleged or actual infringement by the Licensed Software of the Intellectual Property Rights enforceable under the laws of the United States or United Kingdom. Cloudhouse's indemnification obligations hereunder are expressly conditioned on Customer (a) providing prompt notice of the claim to Cloudhouse; (b) giving Cloudhouse sole control of the defence and settlement of the claim; (c) providing to Cloudhouse all available information, assistance, and authority to defend; (d) not having compromised or settled such claim in any way nor having made any admissions with respect to such claim without Cloudhouse's prior written consent; and (e) Customer using all reasonable endeavours to mitigate any loss or liability.

7.2 Remedies. Should the Licensed Software become or in Cloudhouse's reasonable opinion, be likely to become, the subject of a claim of infringement, Cloudhouse may, at Cloudhouse's option, (a) procure for Customer, at no cost to Customer, the right to continue to use the Licensed Software, (b) replace or modify the Licensed Software, at no cost to Customer, to make such Licensed Software non-infringing, provided that the similar function is performed by the replacement or modified Licensed Software as originally provided hereunder, or (c) if the right to continue to use the Licensed Software cannot reasonably be procured or the Licensed Software cannot reasonably be replaced or modified, Cloudhouse may terminate this Agreement.



7.3 Exclusions. Notwithstanding the foregoing, Cloudhouse shall have no liability for any claim resulting or arising from (a) any use of the Licensed Software not in accordance with this Agreement if such claim would not have occurred absent such use; (b) any use of any release of the Licensed Software other than the most current release made available to Customer, if the most current release was furnished to Customer specifically to avoid such claim and such claim would have been avoided by use of the most current release; (c) any modification of the Licensed Software made by any person other than Cloudhouse (other than at Cloudhouse's direction), if such claim would not have occurred absent such modification; (d) a use for which the Licensed Software was not designed and such claim would not have been made absent such non-conforming use; or (e) the Specified Third Party Software.

7.4 No Additional Liability. This Section 7 (Indemnification) states the Cloudhouse's exclusive liability for indemnifying Customer for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Cloudhouse to provide any greater indemnity to Customer.

7.5 Customer Indemnity. Customer shall indemnify, defend and hold Cloudhouse and its Representatives harmless from and against any third party claim and resulting losses, liabilities, damages, demands, suits, causes of action, settlement, judgments, costs or expenses (including court costs and reasonable lawyers' fees) arising out of or in connection with any claim that Cloudhouse's use of Customer Materials in accordance with this Agreement infringes or misappropriates any Intellectual Property Rights of a third party.

8. CONFIDENTIAL INFORMATION

8.1 Confidentiality. Recipient must use the same degree of care in protecting Confidential Information as it uses to protect its own proprietary and confidential materials, but in no event less than a reasonable standard of care. If a party becomes aware of any misappropriation or misuse of Confidential Information, that party must immediately advise the other in writing. If Recipient is required to disclose Confidential Information to any court, government agency or party pursuant to a written court order, subpoena, regulation or process of law, Recipient must first promptly notify Discloser, and Recipient at Discloser's expense will provide reasonable assistance to discloser in seeking a protective order or other remedy from the proper authority. Any such required disclosure does not relieve recipient of its confidentiality obligations. All Confidential Information is and shall remain the property of Discloser.

8.2 Period of Protection. Recipient agrees that upon the Effective Date of this Agreement and for a period of five (5) years from the date of disclosure or termination of this Agreement, whichever is later (and in perpetuity with respect to source code and trade secrets), it will hold the Confidential Information disclosed by Discloser in confidence.

8.3 Restrictions on Disclosure. Recipient and its Representatives shall not disseminate, disclose or otherwise provide or make available the Discloser's Confidential Information, or any portion or copy thereof, to any third party, or use the Confidential Information or portion thereof for any purpose other than as expressly permitted by this Agreement or otherwise in connection with performing its obligations or exercising its rights under this Agreement. Disclosure of the Confidential Information will be restricted to the Recipient's Representatives on a "need to know" basis and who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Recipient shall be responsible for any breach of this Section caused by its Representatives and the acts or omissions of its Representatives in connection with Discloser's Confidential Information. All Confidential Information that is disclosed in a tangible form by Discloser to Recipient under this Agreement (including, without limitation, documents, writings, designs, drawings, specifications and information incorporated in computer software or held in electronic storage media) shall be returned to Discloser or destroyed promptly upon the termination of this Agreement or upon written request by Discloser, and shall not thereafter be retained in any form by Recipient, except as otherwise provided by this Agreement. Upon request of the Discloser, a duly authorized officer of the Recipient will certify such return or destruction.



8.4 Exclusions. Confidential Information does not include information which: (a) is already known to the Recipient at the time of disclosure without obligation of confidentiality; (b) is or becomes publicly known through no wrongful act or failure of Recipient or breach of this Agreement by Recipient ; (c) is independently developed without use or benefit of the other's Confidential Information; or (d) is received from a third party that is not under and does not thereby breach an obligation of confidentiality. Confidentiality obligations do not prevent disclosure by Customer to Crown Bodies for audit or regulatory purposes.

8.5 FOIA. Nothing in this Agreement prevents the Customer from disclosing information where required to do so under and subject to the Freedom of Information Act 2000, transparency obligations applying to public bodies, Parliamentary requirements, any mandatory requirements of the Call-Off Contract or any applicable law.

9. LIMITED WARRANTY AND LIMITATION OF LIABILITY

9.1 General Warranty. Cloudhouse warrants that it and/or its licensors owns all right, title, and interest in and to the Licensed Software (excluding any Specified Third Party Software) and that it has full power to enter into and perform this Agreement.

9.2 Limited Warranty. For ninety (90) days from the Delivery Date, Cloudhouse warrants that the Licensed Software shall substantially conform to the then-current user Documentation, provided that: (a) the Licensed Software is implemented and operated in accordance with the Documentation and any other written instructions supplied by Cloudhouse; (b) Customer notifies Cloudhouse in writing of any Error within ten (10) days of the appearance thereof and includes sufficient information as may be necessary to demonstrate the Error; (c) Customer has promptly and properly installed all Updates made available by Cloudhouse to Customer; and (d) any defect or nonconformity is not caused in whole or in part by any defect in the hardware, operating system or any other third party software used in conjunction with the Licensed Software. After the limited warranty period ends, Errors will be corrected in accordance with the terms of the SLA. For the avoidance of doubt, this limited warranty does not apply to the Specified Third Party Software.

9.3 Sole Remedy. Cloudhouse's sole and exclusive responsibility and Customer's sole remedy under the Limited Warranty set forth in Section 9.2 shall be for Cloudhouse to correct or replace, at no additional charge to Customer any such Error(s) and to supply Customer with a corrected version of the Licensed Software as soon as practicable after Customer has notified Cloudhouse of such Errors. Cloudhouse's warranty obligations shall be void if: (a) the Licensed Software is modified by or through Customer or other third party without the express prior written consent of Cloudhouse; or (b) to the extent the warranty claim results from: (i) use of the Licensed Software or Subscription Services not in accordance with this Agreement, including operation or use of the Licensed Software or Subscription Services other than in accordance with the Documentation; (ii) use of the Licensed Software or Subscription Services on hardware not recommended, supplied or approved by Cloudhouse; (iii) damage, misuse or other action of Customer, its Representatives or other third party; or (iv) combination of the Licensed Software or Subscription Services with any goods, services or other items provided by Customer or any third party..

9.4 Disclaimer of Warranty and Limitation of Liability. EXCEPT FOR THE PRECEDING LIMITED WARRANTY, CLOUDHOUSE MAKES, AND CUSTOMER RECEIVES, NO OTHER WARRANTIES RELATED TO THE LICENSED SOFTWARE OR SUBSCRIPTION SERVICES WHETHER EXPRESS, IMPLIED OR STATUTORY, AND CLOUDHOUSE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLOUDHOUSE DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE OR THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

CLOUDHOUSE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUE, LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEMS OR NETWORKS OR THE RECOVERY OF SUCH DATA, SYSTEMS OR NETWORKS, LOSS OF BUSINESS OPPORTUNITY, LOSS



OF CONTRACT, LOSS OF GOODWILL OR REPUTATION UNDER ANY PART OF THIS AGREEMENT EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW OR UNDER THE CALL-OFF CONTRACT, CLOUDHOUSE'S CUMULATIVE LIABILITY ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, FOR NEGLIGENCE OR OTHER TORT) SHALL NOT EXCEED THE AMOUNTS OF THE SUBSCRIPTION FEES PAID FOR THE SPECIFIC SUBSCRIPTION SERVICES GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE RELEVANT CAUSE OF ACTION AROSE.

THE LIMITATION OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO CLAIMS FOR PERSONAL OR BODILY INJURY, INCLUDING DEATH CAUSED BY THE NEGLIGENT, WILFUL OR INTENTIONAL ACTS OF A PARTY OR ITS REPRESENTATIVES. IF THE APPLICABLE LAW OF THE JURISDICTION PROHIBITS ANY LIMITATION IN THIS SECTION, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED AND THE REMAINDER OF THIS SECTION SHALL CONTINUE IN FULL FORCE AND EFFECT.

9.5 Warranty by Customer. Customer warrants and represents that it has full power to enter into and perform this Agreement and that the person agreeing to or executing this Agreement, either electronically or on paper, on its behalf is duly authorized to do so. Customer warrants and represents that it has the full power and authority to grant the licence pursuant to Section 2.6 and that Cloudhouse's use of the Customer Materials pursuant to this Agreement shall not infringe the rights (including Intellectual Property Rights) of any person or third party.

9.6 Acknowledgement. The parties acknowledge that the limitations and exclusions contained in this Sections 9 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement, and the payments made hereunder. Without limiting the generality of the foregoing, the parties acknowledge and agree that the provisions hereof that limit liability, disclaim warranties or exclude consequential damages or other damages or remedies will be severable and independent of any other provisions and will be enforced as such, regardless of any breach hereunder.

9.7 Call-Off Contract. This Section 9 (Limitation of Liability) is subject to the limitation and exclusion of liability provisions of the Call-Off Contract. Notwithstanding other provisions of this Section 9, Cloudhouse's liability under this Agreement shall be subject to, and shall not exceed, the liability caps and exclusions set out in the Call-Off Contract. Any exclusions or limitations of liability contained in this Agreement apply only to the extent they do not conflict with the mandatory liability provisions of the Call-Off Contract or the G-Cloud 15 Framework.

10. TERM AND TERMINATION

10.1 Term. Unless earlier terminated in accordance with the provisions of Section 10.2, Section 10.3 or the provisions of the Call-Off Contract, this Agreement shall commence on the Effective Date and shall remain in effect for the Subscription Term. For the avoidance of doubt: (a) if the Call-Off Contract terminates prior to expiry of the Term, as defined in the Call-Off Contract, this Agreement shall automatically terminate; and (b) termination or expiry of this Agreement pursuant to the terms and conditions of this Agreement shall not, of itself, terminate the Call-Off Contract, which shall continue in accordance with its terms.

10.2 Termination for Cause. Either party may, at its option and upon written notice to the other party, terminate this Agreement if a material breach of this Agreement by the other party is not remedied within thirty (30) days after the breaching party's receipt of written notice of the breach.

10.3 Termination Rights under the Call-Off Contract. Either party may terminate this Agreement, in whole or in part, to the extent permitted by the Call-Off Contract.



10.4 Effect of Termination. Immediately upon the earlier of the termination or expiry of this Agreement, Cloudhouse shall cease to provide the Subscription Services and: (a) all rights and licenses and support under this Agreement shall terminate; and (b) Customer shall, at Cloudhouse's exclusive option, return or destroy: (i) all Licensed Software and Documentation and provided under such terminated licenses and all copies thereof in any form (including translations and compilations), whether partial or complete, and whether or not modified or merged into other software made by Customer, and (ii) all Confidential Information of Cloudhouse and copies thereof and all materials reflecting or referencing such Confidential Information, in whole or in part, in any form. If requested by Cloudhouse, Customer shall certify in writing Customer's compliance with this section as to the return or destruction of such materials. Cloudhouse shall have the right to use reasonable means to verify Customer's actual compliance with such certification, including without limitation, reasonable access to Customer's facilities to inspect Customer's systems, equipment, records and Representatives. Customer shall not be entitled to a refund of any fees paid by Customer to Cloudhouse under this Agreement if this Agreement or the particular license is terminated by Cloudhouse as a result of Customer's breach.

10.5 Use of Licensed Software post termination or expiry of this Agreement. If Customer continues use of the Subscription Services in any way after termination or expiry of this Agreement, Customer will be liable to pay Cloudhouse an additional Subscription Fee equal to a 12 month subscription for the relevant License Quantity.

10.6 Survival after Termination. The following shall survive expiration or termination of this Agreement: Section 1 (Definitions), Section 3 (Records and Reports), Section 4.1 (Fees) to the extent any fees remain due and payable, Section 6 (Intellectual Property), Section 7 (Indemnification), Section 8 (Confidential Information), Section 9.3 (Sole Remedy), Section 9.4 (Disclaimer of Warranty and Limitation of Liability), Section 11 (General Provisions) and all other provisions which by their nature should survive the termination or expiration of the Agreement.

11. GENERAL PROVISIONS

11.1 Governing Law/Venue. This Agreement shall be exclusively governed and construed in accordance with the laws of England. The United Nations Convention on Contracts for the International Sale of Goods (UNCISG) is specifically disclaimed in its entirety. Each party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or difference arising under or in connection with this Agreement.

11.2 Assignment. Customer may assign or otherwise transfer this Agreement or any rights hereunder to any entity, agency or body as permitted by the Call-Off Contract without Cloudhouse's consent. All other assignments or transfers by the Customer remain subject to the prior written consent of Cloudhouse (such consent not to be unreasonably withheld). Cloudhouse may only assign or otherwise transfer this Agreement or any rights hereunder as permitted by the Call-Off Contract. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any purported attempt to assign or transfer this Agreement in violation of this provision will be deemed void.

11.3 No Third Party Beneficiaries / Independent Contractors. This Agreement is not intended nor shall be construed to confer upon or give to any person or entity other than Customer and Cloudhouse any rights, remedies or other benefits under or by reason of this Agreement, save to the extent expressly permitted under the Call-Off Contract. The relationship of the parties is that of independent contractors. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between the parties.

11.4 Export. Customer shall comply with all applicable governmental laws, statutes, ordinances, administrative orders, rules and regulations including, without limitation, those related to the export of technical materials.

11.5 Personal Data. (a) Customer acknowledges and consents to the collection, processing and transfer of data and information related to the business relationship between it and Cloudhouse, including the transfer of personally



identifiable data of Customer's Representatives (for example names, email addresses, telephone numbers) to and between Cloudhouse and its Affiliates wherever they may be located, for the purposes of allowing Cloudhouse and its Affiliates to perform its obligations under this Agreement and manage the relationship between Cloudhouse and Customer (particularly for accounting, bookkeeping and billing purposes, claim management, management and governance of the customer relationship). Such data will be subject to Cloudhouse's privacy policy, a copy of which is available on www.cloudhouse.com, or other privacy notices issued by Cloudhouse from time to time, such policy or notices not forming part of this Agreement. Customer shall ensure its Representatives are aware of such privacy policy and/or notices and the circumstances that Cloudhouse may collect, process and transfer their personal data;

(b) Parties do not envisage that Cloudhouse will be required to have access to or process personally identifiable data on behalf of Customer during the course of providing the Licensed Software and Subscription Services. To the extent Customer is required to transfer personally identifiable data to Cloudhouse in connection with this Agreement and/or Customer requires Cloudhouse to process such data under or pursuant to this Agreement in behalf of Customer, as a processor or sub-processor: (i) Customer shall notify Cloudhouse in writing prior to any such transfer and/or processing; and (ii) the parties rights and obligations in connection with such transfer and/or processing shall be governed by the Cloudhouse GDPR Addendum in the absence of other specific data processing provisions being agreed between the parties. Where Cloudhouse processes personal data on behalf of Customer, the data protection provisions of the Call-Off Contract shall apply and shall override any conflicting terms in this Agreement or the Cloudhouse GDPR Addendum.

11.6 Publicity. Neither party shall make any public announcement, press release, or use the other party's name or logo without the other party's prior written consent. Any Cloudhouse publicity rights permitted by Customer shall be subject to the Call-Off Contract and applicable Crown Commercial Service guidance.

11.7 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes, acts of terrorists, epidemics or pandemics or any other cause which is beyond the reasonable control of such party.

11.8 Injunctive Relief. The parties agree that a breach of Section 2 (Subscription and License Grant), Section 6 (Intellectual Property) or Section 8 (Confidential Information) would result in irreparable and continuing damage for which there will be no adequate remedy at law, and Cloudhouse shall be entitled to injunctive relief without the need for posting bond and/or a decree for specific performance, and such other relief as may be proper.

11.9 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, email transmission, overnight delivery service or by registered mail, return receipt requested, and shall be deemed given upon personal delivery, the next business day for overnight delivery service, five (5) days after deposit in the mail, or upon acknowledgment of receipt of email transmission. Notices shall be sent to the signatory of this Agreement at the address set forth in the opening paragraph of this Agreement or such signatory email address or such other postal or email address as either party may specify in writing.

11.10 No Waiver; Severability. A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by a court of competent jurisdiction, such unenforceable or invalid provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

11.11 Modification. This Agreement can be modified only by a written amendment signed by persons duly authorized to sign agreements on behalf of Customer and Cloudhouse, and variance from the terms and conditions of this Agreement in any order or written notification from either party shall be void and of no effect.



11.12 Section Headings. The section headings in the Agreement are solely used for the convenience of the parties and have no legal or contractual effect.

11.13 Entire Agreement. This Agreement together with the then-current SLA and Appendix 2 incorporated herein and made a part hereof for all purposes, the Call-Off Contract, (to the extent applicable) G-Cloud 15 Framework and any Order constitute the entire agreement between the parties with respect to the subject matter thereof and supersede all prior or contemporaneous agreements, understandings, negotiations and communications, oral or written, between the parties regarding the subject matter of this Agreement. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement, the Call-Off Contract or the G-Cloud 15 Framework (as the case may be). Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement, the Call-Off Contract or the G-Cloud 15 Framework (as the case may be). For the avoidance of doubt, any terms and conditions contained in any purchase order issued by Customer shall be null and void and shall not bind Cloudhouse unless expressly agreed to in writing by Cloudhouse.

[EXECUTION PAGE FOLLOWS]



Signed by the parties acting by their duly authorised representatives on

2026

BY

BY

TITLE

TITLE

SIGNED

SIGNED

For and on behalf of Customer

For and on behalf of Cloudhouse



Appendix 1

CLOUDHOUSE SERVICE LEVEL AGREEMENT

This Cloudhouse Service Level Agreement ("SLA") sets forth the terms and conditions under which Cloudhouse provides support and maintenance services for the Licensed Software to Customer. Terms defined in the Agreement shall have the same meaning in this SLA unless otherwise specified or the context otherwise permits.

1. DEFINITIONS

1.1 **"Business Day"** means any day (other than Saturday or Sunday) excluding holidays as set forth on the Cloudhouse Extranet (being bank and public holidays in the United Kingdom).

1.2 **"Defect Repair"** means a correction of an Error.

1.3 **"Designated Support Contacts"** means an individual that Customer has registered with Cloudhouse's Online Support System as a contact person.

1.4 **"Extranet"** means Cloudhouse's private network that uses the Internet to securely share support, documentation and other business information.

1.5 **"On-line Support System"** means Cloudhouse's customer support website through which Customer will submit Problem or Error reports to Cloudhouse.

1.6 **"Problem"** means any actual or perceived failure or function impairment, including but not limited to an Error, which causes reduced functionality to the Licensed Software.

1.7 **"Resolution Goal"** means the full assessment of the Error resolution of reported Problems and set of actions to provide resolution of the problem by means of workaround or Defect Repair.

1.8 **"Response Time"** means acknowledgement, categorization and the assessment of the Error difficulty of reported Problems.

1.9 **"Updates"** mean maintenance (minor) releases containing corrections, bug fixes and minor enhancements to existing feature set of the Licensed Software at the time of commencement of the Agreement that are made generally available to licensees who are eligible to receive Maintenance and Support Services but excluding Upgrades.

1.10 **"Upgrades"** means new functionality (major) version releases containing new features and major enhancement of the Licensed Software. Upgrades are subject to separate software licenses and fees.

1.11 **"Workaround"** means a feasible change in procedures whereby an End-User can avoid any harmful effects of a Problem.

2. MAINTENANCE AND SUPPORT SERVICES

2.1 **On-line Technical Assistance.** Cloudhouse will provide the information needed to access Cloudhouse's customer support web site and to submit support requests via e-mail using an On-line Support System to Customer's Designated Support Contacts. Cloudhouse customer support requests to assist the Designated Support Contacts can be submitted via an On-line Support System continuously 24 hours per day, 365 days per year, subject to Response



and Resolution times being calculated on the basis of the relevant Technical Support Operating Hours (see paragraph 2.2 of this Appendix). As at the Effective Date, requests for Maintenance and Support Services can be made by:

- (a) e-mail using the On-line Support System helpdesk@cloudhouse.com;
- (b) using the On-line Support form: <https://knowledge.cloudhouse.com/kb-tickets/new>; or
- (c) contacting Cloudhouse's Service Desk: contact numbers can be found at: <https://cloudhouse.com/contact-us/>

2.2 Technical Support Operating Hours. Cloudhouse support operates Monday to Friday, 9 am to 5pm (UK Time) excluding Bank Holidays ("**Technical Support Operating Hours**") unless otherwise contracted. All Response and Resolution service levels are measured exclusively during the Technical Support Operation Hours, and shall be deemed to operate only within such hours, see table 1 of this Appendix for applicable service levels.

2.3 Licensed Software Problem Reporting and Customer Obligations. Customer agrees to submit reports concerning suspected Errors through its Designated Support Contacts. In order to diagnose Problems most effectively, the Designated Support Contacts will confirm that all supporting systems (internal network, Internet, server hardware, and the like) are functioning properly before contacting Cloudhouse customer support.

(a) Cloudhouse will issue a Support Process Document that details the checks to be performed and how the issues will be assigned between the differing support teams. Cloudhouse Support may redefine problem reporting procedures as needed and post such updated procedures on its customer support web site.

(b) The Designated Support Contacts will use commercially reasonable efforts to provide Cloudhouse with the following information: Cloudhouse Licensed Software product and version, date and time of the incident and system hardware and third party software versions, configurations and log files. If the servers were previously working normally, the Designated Support Contacts should also advise what system changes, if any, have been applied to the system prior to when the Problem incident was observed. In addition, Cloudhouse customer support will need a clear description of the Problem or question and any error codes or messages.

(c) If necessary, the Designated Support Contacts will be responsible for providing Cloudhouse with data or other information concerning Customer's operations that Cloudhouse reasonably requests in order to reproduce operating conditions similar to those present when the reported Problem or Error was discovered or to otherwise provide the Maintenance and Support Services.

(d) In order for Cloudhouse to be able to achieve the Response Goals set forth in Table 1, Customer will make off-site access via a remote Internet connection available to Cloudhouse so that Cloudhouse may provide support and diagnose Problems and Errors.

2.4 Defect Repairs. Cloudhouse will investigate each suspected Error reported by the Designated Support Contacts and determine whether in Cloudhouse's judgment the reported problem is, in fact, an Error, and whether such Error is in the Licensed Software or in the Documentation. If Cloudhouse determines that there is an Error in the Licensed Software or in the Documentation, Cloudhouse will use commercially reasonable efforts to provide an avoidance procedure, a Workaround, or a Defect Repair in accordance with the response guidelines set forth in paragraph 3.7 below.

(a) In the event that a Severity 1 Error is not corrected through off-site support or through off-site access via a remote connection to Customer's system, Cloudhouse will consider on-site service if deemed appropriate by Cloudhouse. Cloudhouse will have discretion as to the method and manner of maintenance and support efforts.



2.5 Licensed Software Updates. As permanent solutions are developed for known Errors in the Licensed Software, they will be incorporated from time to time in planned Updates. Cloudhouse will make such Updates available to Customer as they are released. Cloudhouse will also provide instructions and/or documentation that Cloudhouse considers reasonably necessary to assist in the installation of the Update and a smooth transition to use the Update. The installation of Updates will require coordination with Windows updates and other software updates occurring across the Customer's IT estate. As part of the support process, in order to resolve a Problem, Cloudhouse may require Customer to upgrade the Licensed Software to the most current release. In the event Cloudhouse, in its discretion, revises the appropriate Documentation, Cloudhouse will make such Update available to Customer at no additional charge in electronic form via Cloudhouse's on-line knowledge base as it becomes available. Cloudhouse will provide on-line access to the on-line knowledge base to Designated Support Contacts throughout the Subscription Term.

3. CONDITIONS AND LIMITATIONS OF SERVICES

3.1 Problems Caused By Third Party Products or Errors in Use of the Licensed Software. Cloudhouse will have no obligations or responsibilities of any kind hereunder with respect to problems caused in the use or functioning of the Licensed Software by any hardware or software product (including but not limited to operating systems, networks, and third party software not provided to Customer by Cloudhouse) other than the Licensed Software or by any Error in the use of the Licensed Software inconsistent with the Documentation. If Maintenance and Support Services hereunder are rendered for any Problem caused by any of the foregoing or for troubleshooting with respect to any of the foregoing, or if Cloudhouse's Support Service efforts are increased as a result, Cloudhouse reserves the right to impose charges at its then standard commercial time and materials rates for all such services, including reasonable travel and per diem expenses. A Cloudhouse customer service engineer will notify a Designated Support Contact as soon as the billable status of the call is determined. Such Designated Support Contact may then terminate the call at that time without charge.

3.2 Maintenance of Current Releases of the Licensed Software. Customer should promptly install Updates to maintain the Licensed Software in the most current release level but as a minimum Cloudhouse recommends that the Customer maintains Updates to the current release version or release versions issued in the previous 24 months (YYMM-2). Maintenance and Support Services will be provided for the most current released version and (subject to the continuance in force of this SLA) all legacy releases issued in the 5 year period prior to the issue of the current release (YYMM-5). Cloudhouse has right to announce the end of availability of the Licensed Software with six months' notice. If Cloudhouse announces the end of availability of a product and end of the six months' notice falls before the end of the Agreement, Cloudhouse may decide to support the Product beyond the end of availability date until the end of the Agreement or Cloudhouse may provide a free Upgrade to Customer. Cloudhouse will have no obligation to support Customer where Customer is using a version of the Licensed Software that is not a Supported Release any longer.

3.3 Access to Customer's Facilities. Customer may need to supply Cloudhouse with access to and use of all information and facilities reasonably necessary for Cloudhouse to render these services, subject to any security requirements or other company procedures of Customer. Cloudhouse may also reasonably request the use of a specific remote access software package solely for the purpose of diagnostic and Maintenance and Support Services. If Cloudhouse is not permitted or is unable to access the Licensed Software, it may result in slower resolution times or inhibit Cloudhouse's ability to resolve a problem and Customer will incur additional costs if Cloudhouse should have to resolve the problem onsite at Customer's facilities.

3.4 Backup Procedures. Customer is responsible for maintaining procedures external to the Licensed Software for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs. Cloudhouse will not be responsible for any lost or altered files, data or programs.



3.5 Technical Support Level. "Level" means a certain type of service. Definitions are as follows:

Level 1. Problem verification and determination. First call support and specialist level technical support, as required. Technical support staff (i) responds to technical inquiries regarding the Licensed Software, installations, configurations, and (ii) provides Problem diagnostics services for identifying Problems and generic application faults, analysis, and where possible, Problem resolution. If specialist level technical support is required, then Customer's technical support staff (i) performs Problem isolation, replication and interoperability testing, (ii) provides remote diagnostics services, and (iii) implements a resolution for a Problem that is not the result of an Error.

Level 2. Problem resolution. Senior level technical support. Escalation resource to Level 2. Technical support staff (i) performs on-site troubleshooting at Customer site, if required, (ii) isolates a Problem/Error and (iii) implements a resolution, including development of a Workaround, which restores operations. In the case of an Error, the staff will attempt to identify the source of the Error, create a reproducible test, and document the details of the Error for escalation.

Level 3. Backup engineering and technical support. Cloudhouse Engineering Staff isolates a Problem or Error and implements a resolution, including, but not limited to, Error correction.

3.6 Severity Levels and Service Levels. "Severity" refers to the classification of a certain type of problem as set forth in Table 1.

3.7 Response Guidelines. Table 1 below outlines Cloudhouse's targeted customer support response and resolution goals by Severity levels. The Problem's Severity along with the support level will determine the speed of Cloudhouse's response. The initial response is an e-mail or telephone acknowledgement by Cloudhouse of the Problem reported by Customer's Designated Support Contacts. For the purposes of this SLA, Problems are assigned a Severity classification at the time of Customer's Problem report to Cloudhouse. The Severity level classification of a Problem may change based upon new information.



TABLE 1: SEVERITY LEVELS, RESPONSE TIMES AND RESOLUTION GOALS

Severity	Problem Severity Level Description	Standard Service Level Response Times *	Resolution Goal*
Severity 1 (S1) Critical Impact (Emergency Support)	Problems that critically interrupt or prevent the Customer from performing regular business operations in which the Cloudhouse-deployed application is down. Total loss of service.	1 hour within the Technical Support Operating Hours	Assist Customer to get the Cloudhouse-deployed application operational. Problem fixes will be developed and made available on a priority basis. An acceptable workaround and/or a mutually agreed upon action plan will be provided no later than three days within the Technical Support Operating Hours after Cloudhouse customer support reproduces the problem.
Severity 2 (S2) Serious Impact	Major product issues that do not severely impede Customer operations and the Cloudhouse-deployed application is functioning however Cloudhouse is not replicating. Partial loss of service.	1 day within Technical Support Operating Hours	Problem fixes will be developed and made available on a priority basis. An acceptable workaround and/or a mutually agreed upon action plan will be provided no later than ten days within the Technical Support Operating Hours after Cloudhouse customer support reproduces the problem.
Severity 3 (S3) Moderate Impact	An unexpected operation has occurred but the Cloudhouse-deployed application and Cloudhouse are running with non-critical issues	3 days within Technical Support Operating Hours	Problem fixes are candidates for the next scheduled minor product release. An acceptable workaround and/or a mutually agreed upon action plan will be provided no later than one month after Cloudhouse customer support reproduces the problem.
Severity 4 (S4) Low Impact	Minor issue not related to product or Cloudhouse-deployed application functionality, such as	5 days within Technical Support Operating Hours	Problem fixes are candidates for a scheduled minor product release. An acceptable workaround and/or a mutually agreed upon action plan will be provided no



Severity 0 (S0) Question/Advice/Request	documentation or product enhancement requests A question, request for advice, or a request for information. Anything that does not pertain to an incident or enhancement request.	Not applicable	later than three months after Cloudhouse customer support reproduces the problem. Not applicable
---	--	----------------	---

* Response Resolution times are based and measured during the Technical Support Operating Hours (see paragraph 2.2 of this Appendix).



APPENDIX 2

LICENSE DETAILS AND MANAGEMENT

The following supplemental terms and conditions form part of the Agreement. In the event of any conflict between this Appendix and the other terms of the Agreement, the terms of this Appendix shall prevail and be controlling. Terms defined in the Agreement shall have the same meaning in this Appendix unless otherwise specified or the context otherwise permits.

PART A - LICENSE DETAILS AND FEES

License Type	License Quantity	Fee per License per Annum	Total Fees	Billing Frequency

PART B - LICENSE MANAGEMENT AND ADDITIONAL USAGE.

The following rules apply to license management and additional or reduced usage of the Licensed Software.

1. Customer is granted user licenses on the following License Types: (a) a per named End User basis; and/or (b) a per server instance basis. .
2. The following rules apply depending on the License Type:
 - (a) If the permitted License Type is a per named End User basis:
 - (i) Each license will be issued on a unique, anonymised basis with a distinct user identification (“**User ID**”);
 - (ii) The number of licenses used in each calendar month will be measured based on the total number of User ID’s issued by Cloudhouse and which remain valid and assigned in that month; and
 - (iii) The Customer may allocate each license to any End User and reallocate it to another End User at any time.



(b) If the permitted License Type is a per server instance basis:

(i) Each license will be issued on a unique, anonymised basis with distinct server identification ("**Server ID**").

(ii) The number of licenses used in each calendar month will be measured based on the total number of Server ID's issued by Cloudhouse and which remain valid and assigned in that month.

(iii) The Customer may allocate each license to any server in its environment and reallocate it to another server at any time.

(iv) Licenses of the Licensed Software based on a per server instance are not subject to any limitation on the number of End Users who can access and/or use the Licensed Software on each licensed server instance.

3. Customer may increase the License Quantity at any time during the Subscription Term by acquiring additional licenses ("**Additional Licenses**") by executing an additional Order issued by Cloudhouse, and such additional Order shall specify the number of Additional Licenses, Subscription Fees and Subscription Term.

4. Customer may decrease the License Quantity during the Subscription Term by cancelling the subscription of individual licenses comprising the License Quantity provided that, licenses can only be cancelled with effect from any anniversary of the Subscription Term Start Date by Customer notifying Cloudhouse of such cancellation on or prior to the relevant anniversary of the Subscription Term Start Date.

5. If Customer fails to notify Cloudhouse of any decrease in the number of licenses on or prior to the relevant anniversary of the Subscription Term Start Date, the subscription shall automatically renew for the License Quantity applicable as at the relevant anniversary of the Subscription Term Start Date.

6. For billing purposes:

6.1 in the case of a License Type comprising named End Users, Customer's total license count in respect of named End User licences is determined by the licensed named End Users that have the ability or right to connect to the deployed Licensed Software ("**Total End User License Count**"). In the event that End Users who are not licensed named End Users connect to the deployed Licensed Software and therefore Customer exceeds the License Quantity ("**Additional Usage**"), Customer will be invoiced by Cloudhouse for Additional Licenses in respect of such Additional Usage, in accordance with the Fees listed below if:

(a) the Additional Usage exceeds the License Quantity (including any Additional License) by 5% or more or by 50 licenses or more, whichever is the lower threshold; or

(b) the Additional Usage exceeds the License Quantity by less than 5% or less than 50 licenses, whichever is the lower threshold, but such Additional Usage has existed for three (3) consecutive months or more.

For the avoidance of doubt, once either (a) or (b) occurs, Customer shall be invoiced by Cloudhouse for such Additional Usage including, in (i) the first 5% of Additional Usage or the first 50 licenses of Additional Usage (as the case may be), and in (ii) the three (3) months.

6.2 in the case of a License Type comprising server instances, Customer's total license count in respect of server licences is determined by the number of instances running with Licensed Software ("**Total Server License Count**"). Customer is not permitted to exceed the Total Licence Server Count in respect of server licences comprising the Licensed Quantity. If Customer's Total Licence Server Count exceeds the Licensed Quantity in respect of server licences, Customer must purchase Additional Licences and Support and Maintenance in respect of such server



licences and Cloudhouse shall be entitled to charge Customer for such Additional Licences and Support and Maintenance.

7.1 Named End Users Licenses - Additional Licenses invoiced in respect of the Additional Usage shall be:

(a) added to the named End User License Quantity and such increased named End User Licensed Quantity shall become Customer's new named End User License Quantity. Customer shall allocate named End Users against each Additional License; and

(b) subject to the process, terms and fees set out in Part B and Part C of this Appendix.

7.2 Server Instances Licenses – Additional Licenses invoiced in respect of additional server licences shall be:

(a) added to the server License Quantity and such increased server Licensed Quantity shall become Customer's new server License Quantity; and

(b) subject to the process, terms and fees set out in Part B and Part C of this Appendix.

PART C - FEES.

1. Cloudhouse will invoice Customer and Customer will pay the Subscription Fees set forth in Part A of this Appendix and any applicable Orders hereunder.

2. Except as otherwise specified in Part A of this Appendix: (i) all Subscription Fees shall be paid annually and in advance; (ii) Subscription Fees are based on the number of licenses purchased and not actual usage, unless such usage exceeds the purchased License Quantity in accordance with paragraphs 6 and 7 of Part B of this Appendix (iii) payment obligations are non-cancellable and Subscription Fees paid are non-refundable; (iv) the number of licenses purchased cannot be decreased during the Subscription Term other than in accordance with paragraph 4 of Part B of this Appendix.

3. All Fees will be invoiced for full subscription periods and will not be pro-rated, except as expressly stated otherwise in this Appendix. Any Fees for licenses added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the relevant subscription period. Any purchase order issued by Customer hereunder will be for informational purposes only and will not alter the terms of this Agreement. Any supplemental Orders for additional licenses for the Licensed Software may be executed by the process specified in paragraph 3 of Part B of this Appendix, or by incurring Additional Usage.