

Guardian Select Advanced Services Agreement



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Nature of this document

This document sets the agreement between Cloudhouse Technologies Ltd and **CUSTOMER NAME** for the provision of the Guardian Select Services and is legally binding between that parties, save for Section 1 (Proposal Overview) and Section 2 (Guardian Select Service Model), which provide general information about the Guardian Select Services, but these Sections are not intended to be and are not legally binding.

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Document Details

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Related Documents

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1 Proposal Overview

CUSTOMER NAME is an existing Guardian customer, who would benefit from an increased service offering from Cloudhouse. This will allow **CUSTOMER NAME** to focus on their core systems and services, have expert technical resources on hand, scale Guardian up and down as required, receive support based on the SLAs in this document, gain a reliable point of contact within Cloudhouse and increase their security and compliance posture.

Guardian Select Services ("**GSS**") aims to provide comprehensive support and maintenance for Guardian customers, ensuring optimal performance and reliability. The service offering includes a variety of activities that can be tailored to meet the specific needs of each customer. These activities range from adding nodes and CIS Benchmarks to training and upskilling sessions.

The service is designed to be flexible, with work items planned and actioned strategically by both **CUSTOMER NAME** and Cloudhouse. The activities provided within this service are part of an annual subscription, which is calculated as a percentage of subscription fees payable in respect of Guardian.

As such, **CUSTOMER NAME** has invited Cloudhouse to help guide these efforts through its GSS offering.

Cloudhouse proposes a select service model that matches with a number of customer focused priorities. Below is a high-level overview of these priorities and the Cloudhouse solution.

Customer Priorities	Select Service Highlights
Increased End User Experience	Cloudhouse's GSS combines a fully staffed remote Service Desk with optional onsite field support. This allows for full support coverage remotely and consistency onsite if required.
Cost Efficient Support Model	Cloudhouse's GSS drives down the cost of supporting Guardian while increasing support coverage. These cost savings are passed to CUSTOMER NAME within the fixed annual cost.
Leveraging GSS for Strategic Value	By leveraging an assigned Guardian expert that understands CUSTOMER NAME's business, whilst also understanding the technology Cloudhouse will help CUSTOMER NAME to transform the Guardian into a business enabler.

As part of this service, Cloudhouse offers a discount on the purchase of professional services days during the Term (as defined in clause 1.21 of Appendix 2 - Cloudhouse GSS Terms and Conditions):



Support Level	Day Rate Discount
Select Advanced	5%

For more information on the above, please contact [CUSTOMER NAME'S](#) Account Manager

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2 Guardian Select Service Model

Cloudhouse's GSS sets itself apart due to its transparent support model which encompasses three distinct teams working closely together to support [CUSTOMER NAME's](#) Guardian needs. The team structure ensures Quality Control and Accountability which translates into increased up time and an enhanced end user experience.

Support: The Support team is the end user's interface for all services issues, tickets, change management, etc. This team is comprised of Level I & II Technical Support Engineers staffed at Cloudhouse's Service Desk or On-Site Field Services Group.

Professional Services: Primarily comprised of Level III Technical Support Engineers and Subject Matter Experts, the Professional Services team is the highest escalation point for any service requests. This team is also focused on emerging technologies and driving efficiencies through technology enhancements.

Account Management: Account Managers are responsible for overall success of the Cloudhouse and [CUSTOMER NAME](#) relationship. They work with the [CUSTOMER NAME](#) liaison to make sure Cloudhouse is aligned with its business goals.

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3 GSS Offering

Below are the components that make up the GSS provided by Cloudhouse.

3.1 Addition of:

- Nodes
- Users
- Connection Managers
- Appliances (one off addition, or moving existing to new location)

3.2 CIS Benchmarks

- Implementation of CIS (Center for Internet Security) Benchmarks.

3.3 Configuration Changes

- Scanned files
- Policy creation
- PowerShell scripts

3.4 Integrations

- Active Directory / SAML
- Slack
- JIRA
- ServiceNow
- Email
- Syslog

Custom integrations require scoping and documenting as a standalone piece of work.

3.5 Training / Upskilling

- Introduction to Guardian (4 hours)
- Guardian Administration (2 days remote or onsite)

3.6 Feature Upgrades

- Twice Yearly Guardian Feature Upgrades
- Customers should ideally be on a maximum of 2 versions from the current release



3.7 System Health Check

- Yearly Guardian Health Check

Comprising a review of the following, with a written report:

- Disk space review
- Job error review
- Node issues
- CSI coverage %
- Policy coverage

3.8 Quarterly Technical Engagement Meetings

- At each quarterly technical Engagement Meeting, Cloudhouse will aim to:
 - Discuss the existing Guardian landscape with the Customer
 - Discuss the Customer's desired 'Future State' and how we can support them in achieving their goals
 - Allocate hours to plan out usage based on the Customer's requirements

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4 Excluded Services

On occasion **CUSTOMER NAME** may need a project in which Cloudhouse services and licenses are required. A Project is defined as a short-term initiative with a defined start and end that produces a unique output (product/service/capability); this includes significant expansion of the current environment. All projects are considered out of scope for this GSS (a new project in its own right) and will require an additional agreement between the parties, normally comprising a statement of work and billable separate from GSS and this Agreement at an agreed upon fee with a fixed deliverable. Examples include:

- Expansions e.g. new data centre or cloud deployment
- Integrations not listed in this contract
- Multi-appliance deployment
- Custom feature requests
- Any requests taking longer than 8 hours at one time

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5 G-Cloud 15

This Agreement is entered into pursuant to a call-off contract between Cloudhouse and 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 shall constitute [Supplier Terms] (as defined in the Call-Off Contract and the G-Cloud 15 Framework).

In the event of any conflict or inconsistency, the following order of precedence shall apply:

- (a) the G-Cloud 15 Framework Agreement to the extent applicable to the Call-Off Contract and stated as taking priority over it;
- (b) the Call-Off Contract; and
- (c) this Agreement,

unless expressly stated otherwise in the Call-Off Contract.

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.

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.

'All references to '**Customer**' are to the '**Customer**' under the Call-Off Contract and any references to '**Cloudhouse**' are to the '**Supplier**' under the Call-Off Contract.



Schedule A - Term and Fees

1. Commencement Date

The date specified in the Call-Off Contract

2. Term

The term as specified in the Call-Off Contract

3. Service Level

Advanced

4. Fees Per Annum

The Fees stated in the Call-Off Contract subject to increase in accordance with clause 3.5 and/or 3.6 of Appendix 1 (Cloudhouse Guardian Advanced Select Services Support Terms and Conditions).

Fees are based on [NUMBER] percentage of the subscription fees payable for the Customer's Guardian software licences.

5. Currency

GBP unless otherwise stated in the Call-Off Contract

6. Contact Details

Customer

Contact:

Position:

Address:

Email:

Cloudhouse

Contact:

Position:

Address:

Email:



Execution Page

Signed by the parties acting by their duly authorised representatives on

2026

BY

BY

TITLE

TITLE

SIGNED

SIGNED

For and on behalf of **CUSTOMER NAME**

For and on behalf of Cloudhouse

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Appendix 1 - Cloudhouse GSS Service Levels

1. Making a request for Select Services.

To raise a request for Select Services, the Customer must use the following form, providing as much information as possible and then selecting the severity level 'GSS':
<https://knowledge.cloudhouse.com/kb-tickets/new>

The Customer's request will be received within Cloudhouse's helpdesk and will be handled by Cloudhouse's technical support team.

2. Response Time

For the purposes of this Appendix 1, "**Response Time**" means the time it takes for Cloudhouse to provide an initial response to acknowledge the request for GSS.

Cloudhouse will use commercially reasonable efforts to achieve a Response Time of 1 business day. The initial response is an e-mail acknowledgement by Cloudhouse of the request for GSS by Customer's designated contacts.

3. Completion of delivery of Select Services.

The expected timescale for the delivery of the GSS will be discussed and agreed between the parties. Cloudhouse will use commercially reasonable efforts to achieve delivery of the GSS in accordance with the agreed timescales.



Appendix 2 - Cloudhouse GSS Terms and Conditions

In these terms and conditions, references to Cloudhouse shall mean Cloudhouse Technologies Ltd and reference to Customer shall mean [CUSTOMER NAME](#)

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 **"Commencement Date"** means the date specified in paragraph 1 of Schedule A.

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

1.6 **"Effective Date"** means the date of the Call-Off Contract.

1.7 **"EULA"** means the end user licence agreement entered into between the parties and relating to the licensing of the Licensed Software.

1.8 **"Fees"** means the fees payable for the Services as set out in the Call-Off Contract and as adjusted in accordance with clause 3.5 or clause 3.6 of these terms and conditions.

1.9 **[INTENTIONALLY LEFT BLANK]**.

1.10 **"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) the Licensed Software and 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.

1.11 **"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.

1.12 "**Licensed Software**" means Cloudhouse's proprietary software products known as 'Guardian' and licensed to Customer pursuant to the terms of the EULA.

1.13 "**Recipient**" means a party, including its Representatives, that receives Confidential Information from the other party.

1.14 **[INTENTIONALLY LEFT BLANK]**.

1.15 "**Representatives**" means the employees, affiliates, affiliates' employees, directors, officers, attorneys, accountants, financial advisors and agents of a party.

1.16 "**Services**" means the GSS for the Licensed Product as set out Section 3 of this Agreement and as requested by Customer from time to time.

1.17 "**SLA**" means the service levels set out in Appendix 1.

1.18 "**Term**" means the Term as defined in the Call-Off Contract.

1.19 "**Third Party Products**" means any hardware or software other than Cloudhouse's standard software products.

1.20 References to "**this Agreement**" shall include a reference to this document and includes Schedule A and the Appendices and the terms and conditions set out in the Appendices.

1.21 References to **Guardian software licences** shall mean reference to licenses granted by Cloudhouse to the Customer in respect of its proprietary software known as Guardian.

2. GENERAL RESPONSIBILITIES

2.1 **Operating Environment.** Customer shall be responsible for providing and maintaining all necessary Third-Party Products and the proper environment to operate the Licensed Software as 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 Third-Party Products.

2.2 **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 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 provision of the Services. For the avoidance of doubt the Customer Materials shall constitute Customer's Confidential Information and subject to clause 8 of these terms and conditions.

2.3 **Third Party Products.** Cloudhouse is not responsible for the specifications of Third-Party Products used by Customer, 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 Third-Party Products. CLOUDHOUSE DOES NOT TAKE RESPONSIBILITY FOR QUALITY OR PERFORMANCE OF THIRD-PARTY PRODUCTS, 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 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 Licensed Software or 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 Licensed Software or Services or, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

2.4 Customer Responsibilities. Customer shall: (a) co-operate with and provide reasonable assistance to Cloudhouse in all matters relating to this Agreement and performance of the Services; (b) provide Cloudhouse with access to Customer's premises, office accommodation, personnel and/or facilities and systems as reasonably required by Cloudhouse to provide the Services; (c) provide Cloudhouse with such information, documents, data, materials and other items as Cloudhouse may reasonably require in order to provide the Services, and ensure that such information is complete and accurate in all material respects; (d) obtain and maintain all necessary licences, permits and consents reasonably required by Cloudhouse to permit Cloudhouse to access, use and/or modify any data, information, systems, infrastructure or software or Third Party Products owned by or licensed to Customer, as may be required or necessary for Cloudhouse to perform the Services or otherwise comply with its obligations under this Agreement; (e) collaborate with, and act in accordance with the reasonable instructions of, Cloudhouse; (f) comply with any additional obligations as set out in the SLA; (g) comply will all applicable laws in connection with the receipt and use of the Select Services and performance of its obligations pursuant to this Agreement; (h) inform Cloudhouse in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services; (i) be responsible for protecting access to and usage of the Licensed Software and shall notify Cloudhouse immediately as soon as it becomes aware or suspects that the Licensed Software is compromised; (j) ensure that its network and systems are subject to virus/malware protection and back-up procedures in accordance with best industry practice and use commercially reasonable efforts (including using up to date industry standard virus checking software) to ensure that it does not introduce any virus/malware into Cloudhouse's network or systems; (k) insure against the risk of loss of data that may be suffered as a result of the performance of the Services as well as against any risk of business interruption; and (k) comply with its obligations in a timely manner and promptly inform Cloudhouse of any expected delays in performance of such obligations.

2.5 Cloudhouse Responsibilities. Cloudhouse shall: (a) use commercially reasonable efforts to perform the Services within the target response and resolution goals set out in the SLA provided it is acknowledged by Customer that Cloudhouse provides no guarantee that such goals will be achieved; (b) ensure that its network and systems are subject to virus/malware protection and back-up procedures in accordance with best industry practice and use commercially reasonable efforts (including using up to date industry standard virus checking software) to ensure that it does not introduce any virus/malware into Customer's network or systems; (c) comply with Customer's reasonable security and data policies as notified to and approved by Cloudhouse from time to time when accessing Customer's networks and operating systems in performing the Services; (d) only access Customer's networks and operating systems when performing the Services; (e) maintain appropriate physical and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data and Customer Confidential Information; (f) notify Customer of any known unauthorized access to or use of Customer's networks or operating systems, Customer Confidential Information or Customer Materials as soon as reasonably practicable; (g) subject to clause



2.4(d), obtain and maintain all necessary licences, permits and consents within the Cloudhouse's power and control required to enable it to perform the Services and otherwise comply with its obligations under this Agreement other than licences, permits and consents necessary to permit Cloudhouse to access, use and/or modify any data, information, systems, infrastructure or software owned by or licensed to Customer, as may be required or necessary for Cloudhouse to perform the Services; (h) inform Customer in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services; (i) reasonably co-operate with and provide reasonable assistance to Customer in all matters arising under this Agreement or otherwise relating to the performance of the Services.

2.6 Cloudhouse Personnel. For the purposes of this section "**Cloudhouse Personnel**" shall mean the employees and/or consultants Cloudhouse employs or engages from time to time. (a) Cloudhouse shall ensure that Cloudhouse Personnel perform the Services in a professional and workmanlike manner and that Cloudhouse Personnel have the requisite skills and experiences to perform the Services; (b) Cloudhouse shall use commercially reasonable efforts to ensure that Cloudhouse Personnel assigned to perform Services for Customer under this Agreement and will be available to Customer until completion of the task(s) intended to be performed by such Cloudhouse Personnel, and Cloudhouse will use commercially reasonable efforts to maintain consistency of such Cloudhouse Personnel; (c) Cloudhouse shall, if applicable, undertake appropriate background screening of Cloudhouse Personnel engaged in the provision of Services including criminal background checks based on United Kingdom Baseline Personnel Security Standard (BPSS) level search as a minimum; (d) Cloudhouse agrees and acknowledges, for itself and for any Cloudhouse Personnel, that (i) no Cloudhouse Personnel shall be entitled to any benefits provided to employees of Customer or its Affiliates, whether consisting of participation in an employee retirement, pension, supplemental compensation, defined contribution or similar plan; workers' compensation; disability or other similar benefits; unemployment or other similar insurance or otherwise; and (ii) Customer shall not be responsible for, and Cloudhouse or Cloudhouse Personnel shall be exclusively responsible for, making payment of wages, salary or bonus or other amounts to Cloudhouse Personnel, and for withholding from such members all such amounts and making payments to the appropriate governmental authorities for any and all statutory withholdings and other amounts in connection with any and all governmental taxes due in respect of such wages, salary or bonus or other amounts.

2.7 Corporate Compliance. Each party shall: (a) comply with all applicable laws, statutes and regulations from time to time in force relating to (i) anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; (ii) anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015; (iii) Human Rights; and (iv) data and privacy laws; (b) not engage in any activity, practice or conduct which would constitute either: (i) UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 or any other applicable tax evasion laws or regulations; or (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017 or any other applicable foreign tax evasion laws or regulations; and (c) not during the term of this Agreement discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010 or any other applicable equality or non-discrimination laws or regulations.

2.8 Insurance. During the term of this Agreement and for a period of one year afterwards, Cloudhouse shall maintain in force insurance policies with reputable insurance companies, against all material risks that would normally be insured against by a prudent business in connection with the risks associated with this Agreement (including professional indemnity insurance for not less than £1m per claim and in the aggregate) and produce to Customer on reasonable request details of such insurances.



3. FEES AND PAYMENT

3.1 Fees. Fees shall be invoiced by and payable to Cloudhouse accordance with the Call-Off Contract. The Fees will be, subject to adjustment in accordance with clause 3.5 and clause 3.6 of these terms and conditions PROVIDED THAT any such Fee adjustments shall not apply unless permitted by the Call-Off Contract and reflected in Cloudhouse's published G-Cloud 15 pricing.

3.2 Payment. Except to the extent permitted or required under the Call-Off Contract, all 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 out in paragraph 5 of Schedule A.

3.3 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 clause, 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.

3.4 Invoice Administration. Unless otherwise agreed, any invoice for 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.

3.5 Annual Right to increase Fees. Fees shall 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 two percent. Should additional price changes come into effect, Cloudhouse will give 30 (thirty) days prior notice before such prices become effective.

3.6 Right to increase Fees on acquisition of additional licences. The parties acknowledge that Fees are calculated as a percentage of the subscription fees payable by the Customer for the Guardian software licences in effect as at the Commencement Date. If, at any time during the Term, the Customer acquires additional Guardian software licences, the Fees shall automatically increase from the date of such acquisition. The increase shall be calculated by applying the same percentage used to determine the original Fees to the subscription fees payable by the Customer for the additional licences. Any increase pursuant to this clause 3.6 shall be in addition to (and not in substitution for) any annual adjustment of Fees under clause 3.5 of these terms and conditions.

3.7 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 Fees owed to Cloudhouse are thirty (30) days or more overdue, Cloudhouse may, to the extent permitted by the Call-Off Contract, without limiting its other rights and remedies, suspend the



provision of any Services until such amounts are paid in full, provided that Cloudhouse has given Customer proper notice of Customer's non-payment.

4. SERVICES

4.1 **Services.** During the Term, Cloudhouse shall provide the Services as described in Section 3 of this Agreement, as may be requested by Customer from time to time.

5. INTELLECTUAL PROPERTY

5.1 **Ownership.** Cloudhouse retains exclusive ownership and all right, title, and interest in and to the Intellectual Property (including Intellectual Property created or developed during the course of providing the Services) 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.

5.2 **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 Licensed Software, 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 and any right, title and interest Customer may have 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.

5.3 **License of IPR.** Cloudhouse grants to Customer a perpetual, non-exclusive license to use the materials and Intellectual Property Rights created or generated by Cloudhouse in connection with the performance hereunder for the purposes of Customer receiving the benefit of the Services.

6 INDEMNIFICATION

6.1 **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 attorneys' fees) arising out of or in connection with any alleged or actual infringement by any deliverable supplied by Cloudhouse during the course of providing Services ("**Services Deliverable**") 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.

6.2 **Remedies.** Should a Services Deliverable 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 Services Deliverable, (b) replace or modify the Services Deliverable, at no cost to Customer, to make such Services Deliverable non-infringing, provided that the similar function is performed by the replacement or modified Services Deliverable as originally provided hereunder, or (c) if the right to continue to use the Services Deliverable cannot



reasonably be procured or the Services Deliverable cannot reasonably be replaced or modified, Cloudhouse may terminate this Agreement.

6.3 Exclusions. Notwithstanding the foregoing, Cloudhouse shall have no liability for any claim resulting or arising from (a) any use of the Services Deliverable not in accordance with this Agreement if such claim would not have occurred absent such use; (b) any use of any release of the Services Deliverable 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 Services Deliverable made by any person other than Cloudhouse (other than at Cloudhouse's direction), if such claim would not have occurred absent such modification; or (d) a use for which the Services Deliverable was not designed and such claim would not have been made absent such non-conforming use.

6.4 No Additional Liability. This clause 6 (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.

6.5 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

7 CONFIDENTIAL INFORMATION

7.1 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.

7.2 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.

7.3 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 clause 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.

7.4 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.

7.5 Customer Specific Exclusions. Nothing in this Agreement prevents 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.

8 LIMITED WARRANTY AND LIMITATION OF LIABILITY

8.1 General Warranty. Cloudhouse warrants 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.

8.2 Limited Warranty. Cloudhouse warrants that its personnel will possess the necessary technical qualifications required to perform the Services and that it shall perform the Services required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence normally practiced by technology services firms in performing Services of a similar nature. If Cloudhouse fails to provide personnel or the services as warranted, and Customer reports such failure to Cloudhouse, Cloudhouse will promptly re-perform the Services, as applicable. The above is Customer's sole and exclusive remedy for breach of this warranty by Cloudhouse.

8.3 Disclaimer of Warranty and Limitation of Liability. EXCEPT FOR THE PRECEDING LIMITED WARRANTY, CLOUDHOUSE MAKES, AND CUSTOMER RECEIVES, NO OTHER WARRANTIES RELATED TO THE SERVICES OR SERVICES DELIVERABLES 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 SERVICES DELIVERABLES 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 ALLOWABLE BY LAW, CLOUDHOUSE'S CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, FOR NEGLIGENCE OR OTHER TORT OR UNDER ANY INDEMNITY) SHALL



NOT EXCEED THE AMOUNTS OF THE FEES PAID 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 CLAUSE, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED AND THE REMAINDER OF THIS CLAUSE SHALL CONTINUE IN FULL FORCE AND EFFECT.

8.4 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 clause 2.2 of these terms and conditions 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.

8.5 G-Cloud. This clause 8 (Limitation of Liability) is subject to the limitation and exclusion of liability provisions of the Call-Off Contract. Notwithstanding other provisions of this clause 8, Cloudhouse's liability under the Contract 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 Contract 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.

9 TERM AND TERMINATION

9.1 Term. Unless earlier terminated in accordance with clause 9.2, clause 9.3 of these terms and conditions, or the provisions of the Call-Off Contract, this Agreement shall commence on the Commencement Date and shall continue for 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 its terms shall not, of itself, terminate the Call-Off Contract, which shall continue in accordance with its terms.

9.2 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

9.3 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.

9.4 Effect of Termination. Immediately upon termination or expiry of this Agreement: (a) the provision of Services under this Agreement shall terminate; and (b) Customer shall, at Cloudhouse's exclusive option, return or destroy 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 clause 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 is terminated by Cloudhouse as a result of Customer's breach. Where this Agreement is terminated by the Customer as a result of the Customer exercising its rights under clause 9.3 Cloudhouse



must refund to the Customer the prorated amount of any prepaid fees paid by the Customer for any part of the Term, which is unused by the Customer, calculated on a monthly basis

9.4 Survival after Termination. The following clauses shall survive expiration or termination of this Agreement: clause 1 (Definitions), clause 3 (Fees) to the extent any fees remain due and payable, clause 5 (Intellectual Property), clause 6 (Indemnification), clause 7 (Confidential Information), clause 8.2 (in respect of sole remedy), clause 8.3 (Disclaimer of Warranty and Limitation of Liability), clause 9.4 (Effect of Termination), clause 10 (General Provisions) and all other provisions which by their nature should survive the termination or expiration of this Agreement.

10 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 (UNCAS) 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 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 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 the Licensee, 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 the Licensee 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, epidemic or pandemic or any other cause which is beyond the reasonable control of such party.

11.8 Injunctive Relief. The parties agree that a breach of clause 6 of these terms and conditions (Intellectual Property) or clause 8 of these terms and conditions (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 out in paragraph 6 of Schedule A 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 Headings. The clause and Section headings in this 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 Call-Off Contract and (to the extent applicable) G-Cloud 15 Framework 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).

CONFIDENTIAL