

DATED: _____

Between the "Parties":

(1) Ambar Cloud Ltd. 124-128 City Road, London, EC1V 2NX.
UK Company Number 14667839., the "Provider"

(2) Example Company Ltd. 10 Downing Street, London, SW1A 2AA.
UK Company Number 12345678, the "Customer"

SOFTWARE DEVELOPMENT AGREEMENT

WHEREAS: The Parties have reached a preliminary understanding regarding the development of a software application and wish to formalize their agreement under the terms and conditions laid out in this document, the “Agreement.”

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Acceptance" means the Customer's written confirmation that the Application Software is satisfactory, and that the Customer will proceed with paying the Project Fee.

"Application Software" means the application to be developed under this Agreement.

"Application Data" means the data stored by the Application Software, once it's running in a production environment.

"Backup Frequency" means the backup frequency to be used by the Provider to keep backups of Application Data.

"Bug" means a defect where the Software does not perform according to the agreed Specifications or produces errors preventing normal operation.

"Business Day" means any day other than Saturday, Sunday, or public holiday in the United Kingdom.

"Feature Request" means any enhancement or modification beyond the original Specifications.

"Intellectual Property" means all patents, copyrights, trade secrets, know-how, and other intellectual property rights.

"Maintenance, Support, and Deployment Fee" means the monthly fee specified in Appendix 1 payable by the Customer for optional post-project maintenance, support, and deployment services by the Provider as described in Section 6.

"Maintenance, Support, and Deployment Schedule" means the scheduled days hours during which the Provider actively monitors the Application Software, provides technical support services, and may perform routine maintenance activities including updates, patches, and system optimizations, as specified in Section 6 and Appendix 1.

"Non-application Software" means software that does not form part of the application itself, such as database software, cloud services software, file storage software, email software. Note that Non-application Software can both be proprietary (e.g., the Provider's tools for deploying the application to cloud services) and open source (e.g., the underlying database technology that the Application Software uses).

"Project Communication Contacts" means the designated email addresses and contact information specified in Appendix 1 to be used for all formal project communications, including but not limited to approvals, rejections, specification changes, acceptance of deliverables, and notices under this Agreement, as referenced in Section 3.4.

"Project Fee" means the payment the Customer makes to acquire the Intellectual Property rights to the Application Software. The amount is specified in Appendix 1.

"Rejection" means the Customer's written rejection that the Application Software is not satisfactory, and they will not proceed with paying the Project Fee.

"Required Notice After Acceptance for Termination by Customer" means the notice period specified in Appendix 1 that the Customer must provide to terminate this Agreement after Acceptance, as referenced in Section 8.

"Required Notice After Acceptance for Termination by Provider" means the notice period specified in Appendix 1 that the Provider must provide to terminate this Agreement after Acceptance, as referenced in Section 8.

"Specifications" means the detailed requirements developed during Phase 1 and approved by the Customer.

"Technical Support Scope" means the specific parameters of technical support services to be provided by the Provider during the Maintenance, Support, and Deployment Schedule, including response times for different severity levels of issues, available support channels, and resolution effort commitments, as specified in Appendix 1.

"Tentative Scope" means the preliminary outline of work to be included and excluded from the project, as specified in Appendix 1, which serves to facilitate discussion and planning before Phase 1 but is subject to change during the development of the detailed Specifications in Phase 1.

2. SCOPE OF WORK

2.1 The Provider shall provide software development services in three phases, with the Project Fee becoming payable only upon successful completion and Acceptance:

Phase 1: Requirements Gathering and Design

- The Provider will conduct in-depth requirements collection
- The Provider will produce detailed application designs
- Meetings: The Provider will conduct several online video meetings of 45 minutes each with Customer—times to be agreed between the Parties. The expected amount of online video meetings during Phase 1 is specified in Appendix 1. Customer to give availability for these meetings, and to attend them. Otherwise the Customer might encounter delays.
- An initial scope outline has previously been discussed between the Parties, but detailed Specifications will be fully developed during Phase 1. To facilitate discussion

and planning before Phase 1, the Provider has outlined a Tentative Scope in Appendix 1.

Duration: As specified in Appendix 1

Start Date: As specified in Appendix 1

Deliverable: Detailed Specifications requiring Customer approval to proceed

Phase 2: Implementation

- Develop the Application Software according to approved Specifications
- Conduct weekly progress online video meetings with Customer, and up to 3 additional ad-hoc weekly online video meetings if required by Customer. These meetings are expected to last between 20 and 45 minutes.
- Customer to give availability for these meetings, and to attend them. Otherwise the Customer might encounter delays.

Duration: As specified in Appendix 1

Start Date: Monday after Phase 1 concludes

Phase 3: Testing and Acceptance

- Customer performs user acceptance testing and reports Bugs, if any.
- The Provider would like to note that Bugs at this stage are rare.
- Note that the Provider will have carried out its own automated and user acceptance testing in Phase 2.
- Provider corrects Bugs (excluding Feature Requests), if any.

Duration: As specified in Appendix 1

Start Date: Monday after Phase 2 concludes

At the end of Phase 3, the Customer provides written Acceptance or Rejection. Noting as well, that the Customer retains the right to terminate this Agreement at any point before Acceptance or Rejection without any payment obligation, subject to the provisions of Section 5 regarding Intellectual Property.

2.2 The Provider shall use reasonable commercial efforts to meet the timelines specified in Appendix 1, subject to Customer meeting their obligations under this Agreement.

2.3 Following successful completion and Acceptance of the initial project, the Parties may agree to additional development cycles for new features. Each additional development cycle shall follow the same Phase structure as the initial project, subject to a separate written agreement specifying the scope, fees, and timelines. The monthly Maintenance, Support, and Deployment Fee (further discussed in Section 6) shall remain unchanged, unless the Parties agree to the contrary in writing.

3. CUSTOMER OBLIGATIONS

3.1 The Customer acknowledges that the success of the project depends on their active participation and timely cooperation. The Customer shall:

- a) Provide timely responses to Provider queries within two (2) Business Days during all phases of the project;
- b) Attend all scheduled meetings or provide at least 24 hours' notice for rescheduling;
- c) Provide clear, comprehensive feedback on all deliverables within the timeframes specified in this Agreement;
- d) Designate a primary point of contact with authority to make decisions on behalf of the Customer;
- e) Provide access to any systems, data, or resources reasonably required by the Provider to complete the project;
- f) Review and approve the Specifications before proceeding to Phase 2;
- g) Perform thorough user acceptance testing during Phase 3 within the allocated timeframe.

3.2 The Customer acknowledges that failure to meet these obligations may result in project delays, and the Provider reserves the right to adjust timelines accordingly or exercise termination rights under Section 8.

3.3 The Customer shall be responsible for obtaining all necessary licenses, permissions, and consents required for the operation of the Application Software in their business, excluding any third-party software licenses that the Provider explicitly agrees to provide.

3.4 Communication Protocol: All formal project communications, including but not limited to approvals, rejections, specification changes, acceptance of deliverables, and notices under this Agreement, must be made in writing via email between the addresses specified in Appendix 1 under Project Communication Contacts. The Parties acknowledge that maintaining a clear written record is essential for project success.

4. PAYMENT TERMS

4.1 The Project Fee specified in Appendix 1 becomes due and payable only upon the Customer's written Acceptance of the completed Application Software following successful completion of Phase 3.

4.2 The Customer retains the right to terminate this Agreement at any point before Acceptance without any payment obligation, subject to the provisions of Section 5 regarding Intellectual Property.

4.3 Upon Acceptance, the Provider shall issue an invoice for the full Project Fee, which shall be payable within the payment terms in Payment Terms after Customer Acceptance specified in Appendix 1.

4.4 All amounts stated are exclusive of VAT and any other applicable taxes, which shall be added at the prevailing rate, only where applicable.

4.5 Late payments shall accrue interest at 4% per annum above the Bank of England base rate, calculated daily from the due date until payment is received in full.

4.6 The Provider reserves the right to suspend any post-project services without notice, including maintenance and support for overdue payments exceeding 60 days. If the

Application Software is deployed in infrastructure owned by the Provider or registered under the Provider's name, and there is an overdue payment of the Maintenance, Support, and Deployment Fee exceeding 60 days, the Provider may also turn off the infrastructure where the Application Software is stored without notice.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Prior to Payment: Upon any termination of this Agreement without payment of the Project Fee, all Intellectual Property rights in and to the Application Software, including but not limited to all designs, source code, object code, documentation, data structures, and any other project artifacts created by the Provider, shall remain exclusively with the Provider. The Customer shall have no rights whatsoever to use, modify, distribute, or create derivative works from any such materials.

5.2 Upon Payment: Upon receipt of the Project Fee in full, the Provider hereby assigns and transfers to the Customer all right, title, and interest in and to the Application Software, including all Intellectual Property rights therein. This transfer is irrevocable, unconditional, and includes the right to modify, distribute, and create derivative works. The Provider shall execute any additional documents reasonably required to effect this transfer. Application Software will be handed over in code repository format (using a code version control technology known as Git), either through an online portal such as GitHub or through a compressed directory (e.g., via ZIP format). Further modifications to the code will be handed over as well, also using one of these mechanisms. Note that the Provider may provide the Application Software before the Project Fee has been paid (for example, when deploying the Application Software to a Customer's cloud account); for the avoidance of doubt, in such instances, the Intellectual Property rights in and to the Application Software still reside with the Provider until the time the Project Fee is paid in full.

5.3 Non-application Software: The Customer acknowledges that Non-application Software may be subject to separate licensing terms (for example, the Provider tends to rely on open source database software and internal tools to quickly build code scaffolding).

5.4 Provider's Retained Rights: The Provider retains the right to use any general methodologies, techniques, know-how, and reusable code components that are not specific to the Customer's Application Software for other client projects.

6. POST-PROJECT MAINTENANCE, SUPPORT, AND DEPLOYMENT AGREEMENT

6.1 Following Acceptance and payment of the Project Fee, the Provider offers optional maintenance, support, and deployment services charged for at the monthly Maintenance, Support, and Deployment Fee specified in Appendix 1. Whether the Customer has opted for these services is defined by the section Maintenance, Support, and Deployment Opt In / Opt Out in Appendix 1.

6.2 Maintenance, support, and deployment services include:

- a) Deployment of Application Software on infrastructure on servers or managed cloud platforms such as Amazon Web Services, Google Cloud Platform, or Microsoft Azure—namely, third-party infrastructure services necessary for the Application Software's core operation: database services, web servers, application servers, networking infrastructure, file storage systems, SSL certificates, DNS services, and transactional email sending services (such as password resets, system notifications, and user-triggered emails).
- b) System monitoring and uptime maintenance during the Maintenance, Support, and Deployment Schedule defined in Appendix 1;
- c) Security updates and patches for the Application Software and server infrastructure under Provider's direct control;
- d) Correction of genuine Bugs in the Application Software as originally developed and accepted (excluding Feature Requests);
- e) Regular automated backups of Application Data according to the Backup Frequency specified in Appendix 1;
- f) Technical support for issues related to the normal operation of the Application Software with terms specified in Appendix 1 under Technical Support Scope and during the Maintenance, Support, and Deployment Schedule defined in Appendix 1

Unless expressly included in Technical Support Scope in Appendix 1, the maintenance, support, and deployment services expressly exclude: resolution of issues caused by Customer modifications to the Application Software; problems arising from Customer's integration with third-party systems not part of the original Specifications; problems arising from Customer's integration with third-party systems where those third-party systems have changed their underlying APIs or implementations; user errors or misuse of the system; issues caused by Customer's failure to maintain minimum system requirements; training of new users; data recovery necessitated by Customer actions; payments related to third parties or any development of new features or functionality.

6.3 Provider vs Customer Infrastructure Deployment

The deployment of the Application Software as per section 6.2 can be made onto hosting infrastructure owned by the Provider or under the name of the Provider, or onto hosting infrastructure owned by the Customer or under the name of the Customer, as defined by the section Provider or Customer Infrastructure in Appendix 1.

Where the deployment infrastructure of the Application Software lies with the Provider, hosting services expressly exclude costs for: consumption-based third-party API services including but not limited to: Large Language Model or other Artificial Intelligence API services, SMS messaging services, WhatsApp Business API or other messaging platform APIs, marketing email services (bulk campaigns, newsletters, promotional emails), domain name registration and renewal fees, third-party payment processing fees, payment processor fees, external data feeds or API subscriptions, and any other metered or usage-based third-party services that scale with consumption rather than infrastructure capacity. In order to use those services the Customer will make any relevant account access or API keys available to the Provider, so the Provider can link those services to the Application Software.

Where the deployment infrastructure of the Application Software lies with the Provider, the

Provider reserves the right to throttle the usage and data storage of the Application Software in the case where the ongoing costs of the underlying infrastructure are higher than the ongoing Maintenance, Support, and Deployment Fee.

6.4 Payment for Maintenance, Support, and Deployment:

- a) The Maintenance, Support, and Deployment Fee is payable monthly in advance;
- b) Maintenance, Support, and Deployment invoices shall be issued up to seven (7) days before the beginning of each month;
- c) Payment is due within the payment terms in Payment Terms after Customer Acceptance specified in Appendix 1.
- d) The first month's Maintenance, Support, and Deployment fee becomes due upon commencement of maintenance, support, and deployment services, and will be pro rata for the remaining amount of days in the month as a fraction of the total days in that month.

6.5 Third-Party Service Limitations: The Customer acknowledges that the Application Software may depend on third-party services, platforms, and APIs that are beyond the Provider's control. The Provider shall not be liable for any disruption, degradation, or cessation of service resulting from third-party outages, API changes, service discontinuations, or changes to third-party terms of service. While the Provider will use reasonable efforts to maintain service continuity and implement alternatives where commercially feasible, the Customer accepts that such third-party dependencies are inherent in modern software applications. The Provider will provide prompt notice of any known third-party issues materially affecting the Application Software's operation.

6.6 Service Level Agreement: Where the Provider fails to meet (one or more times) the resolution time in the Technical Support Scope in Appendix 1, the Provider will subtract the Non-Compliance Penalty (Maximum Resolution Time) in Appendix 1 from the next Maintenance, Support, and Deployment Fee invoice.

7. WARRANTIES AND REPRESENTATIONS

7.1 Provider Warranties:

The Provider warrants and represents that:

- a) It has the full right, power, and authority to enter into this Agreement;
- b) The services will be performed in a professional and workmanlike manner consistent with industry standards;
- c) The Application Software will substantially conform to the agreed Specifications;
- d) The Application Software will not knowingly infringe any third-party Intellectual Property rights;

7.2 Customer Warranties:

The Customer warrants and represents that:

- a) It has the full right, power, and authority to enter into this Agreement;
- b) Any materials, data, or content provided to the Provider do not infringe any third-party rights;
- c) It will use the Application Software in compliance with all applicable laws and regulations.

7.3 Disclaimer:

Except as expressly set forth in this agreement, the Provider makes no warranties, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose. The Provider does not warrant that the Application Software will be completely error-free or operate without interruption.

7.4 Data Protection Compliance: The Customer acknowledges and agrees that they are solely responsible for their compliance with all applicable data protection legislation, including but not limited to the EU GDPR, UK GDPR, and CCPA. This includes, where applicable, registration with the Information Commissioner's Office (ICO), conducting data protection impact assessments, ensuring lawful basis for processing, and managing data subject rights. The Provider's role is limited to providing a technically capable platform, and the Provider makes no representations regarding the Customer's specific compliance obligations unless an assessment is jointly carried out. This assessment would incur an additional fee, which the Provider will negotiate in good faith. The Customer shall indemnify and hold harmless the Provider from any claims, fines, or penalties arising from the Customer's failure to comply with data protection requirements.

7.5 Both Parties acknowledge that security of the Application Software and Application Data operates on a shared responsibility model. The Provider shall implement industry-standard security practices for the infrastructure and Application Software under its control, including regular security updates, secure coding practices, and appropriate access controls. However, the Customer remains responsible for the security of user credentials, access management for their users, secure usage practices, physical security of devices accessing the system, and prompt notification to the Provider of any suspected security incidents. The Customer specifically acknowledges that security breaches resulting from compromised Customer credentials, social engineering of Customer personnel, or Customer failure to implement recommended security measures shall not be the responsibility of the Provider. The Customer agrees to implement and maintain appropriate password policies, user access reviews, and security awareness training for all users of the Application Software.

8. TERMINATION

8.1 Termination by Provider:

The Provider may terminate this Agreement immediately with written notice if:

- a) At any time before Acceptance, if the Customer fails to respond to communications for more than five (5) consecutive Business Days during active project phases;
- b) At any time before Acceptance, if the Customer fails to respond to communications, provide necessary resources, access, or decisions that prevent project progress for more than ten (10) aggregate Business Days;

c) At any time after Acceptance, for any reason, with written notice of upcoming termination as specified in Appendix 1 under Required Notice After Acceptance for Termination by Provider

8.2 Termination by Customer:

The Customer may terminate this Agreement:

- a) At any time before Acceptance without payment obligation by providing written notice;
- b) Upon Rejection of the Software after Phase 3 testing without payment obligation by providing written notice;
- c) At any time after Acceptance, for any reason, with written notice of upcoming termination as specified in Appendix 1 under Required Notice After Acceptance for Termination by Customer

8.3 Effects of Termination:

Upon termination (not upon notice of termination), all work (except for the provisions of 8.4) shall cease. The provisions of Section 5 regarding Intellectual Property shall apply based on whether payment has been made. If no payment has been made before termination, the Customer loses their right to purchase the Intellectual Property of the Application Software. Any provisions intended to survive termination, including confidentiality, liability limitations, and governing law, shall remain in effect.

8.4 Effects of termination on maintenance, support, and deployment:

Between notice of termination and termination:

- a) The Provider will continue providing the maintenance, support, and deployment services in section 6 for the duration of the notice as per the Required Notice After Acceptance for Termination by Customer and the Required Notice After Acceptance for Termination by Provider.
- b) The Maintenance, Support, and Deployment Fee will continue to apply and will be charged pro-rata for any periods partially cut off by termination.
- c) Where the infrastructure that the Application Software was deployed onto was owned by the Provider or registered under the Provider's name, the Provider shall provide all Application Data in standard, portable formats (such as SQL database exports) with appropriate encryption for security.
- d) The Provider shall provide reasonable transition assistance at their standard hourly rates, with the first 4 hours free of charge.
- e) The Provider shall delete all Customer data from their systems within 30 days of confirmation of successful data transfer, unless legally required to retain it longer.

9. LIABILITY LIMITATIONS

9.1 Limitation of Liability:

To the maximum extent permitted by law, the Provider's total liability arising out of or related to this agreement shall not exceed the last six (6) months of payments actually received from the Customer.

9.2 Exclusion of Damages:

Neither of the Parties shall be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation lost profits, lost data, or business interruption, regardless of the theory of liability.

9.3 Exceptions:

The limitations in this Section 9 shall not apply to:

- a) Either of the Parties' gross negligence or willful misconduct;
- b) Breaches of confidentiality obligations;
- c) Indemnification obligations under Section 10;

10. INDEMNIFICATION

10.1 Provider Indemnification:

The Provider shall defend, indemnify, and hold harmless the Customer from any third-party claims alleging that the Application Software infringes any patent, copyright, or trademark, provided the Customer promptly notifies the Provider and provides reasonable cooperation.

10.2 Customer Indemnification:

The Customer shall defend, indemnify, and hold harmless the Provider from any claims arising from: (a) the Customer's use of the Application Software in violation of this Agreement or applicable law; (b) any content or data provided by the Customer; or (c) the Customer's modification of the Application Software without Provider's involvement.

11. CONFIDENTIALITY

11.1 Each of the Parties acknowledges that it may receive confidential information from the other. Each of the Parties agrees to maintain the confidentiality of such information and not disclose it to third-parties without prior written consent, except as required by law or court order.

11.2 This obligation shall survive termination of this Agreement for a period of three (3) years.

12. GENERAL PROVISIONS

12.1 Force Majeure: Neither of the Parties shall be liable for delays or failures in performance resulting from acts beyond their reasonable control, including but not limited to acts of God, pandemic, terrorism, labor disputes, or governmental actions.

12.2 Dispute Resolution: The Parties shall attempt to resolve any disputes through good faith negotiation before pursuing legal remedies. If negotiation fails, disputes shall be resolved through litigation in the courts specified in Section 12.5.

12.3 Entire Agreement: This Agreement, including Appendix 1, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements.

12.4 Amendments: Any amendments to this Agreement must be in writing and signed by authorized representatives of both Parties.

12.5 Governing Law: This Agreement shall be governed by the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the English courts.

12.6 Severability: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.7 Assignment: Neither of the Parties may assign this Agreement without the prior written consent of the other, except that either of the Parties may assign to a wholly owned subsidiary or to a successor in connection with a merger or acquisition.

12.8 Notices: All notices shall be in writing and delivered by email (with confirmation of receipt) or registered mail to the registered postal addresses of the Customer and Provider.

12.9 Relationship of Parties: The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

12.10 Non-Solicitation: During the term of this Agreement and for six (6) months thereafter, neither of the Parties shall directly solicit for employment any employee of the other who was involved in the project.

APPENDIX 1 - PROJECT SPECIFICATIONS AND TERMS

COMMERCIALS

Project Fee (including currency).....
Payment Terms after Customer Acceptance.....Within 30 days of invoice date

PHASE 1 - REQUIREMENTS GATHERING AND DESIGN

Duration.....__ Weeks
Start Date.....
Number of online video meetings.....

TENTATIVE SCOPE

The Customer has no obligation to proceed with or pay for anything until they provide written Acceptance after Phase 3, which should provide reassurance that Phase 1 (agreeing on requirements) will be carried out in good faith by the Provider. Nevertheless, to facilitate discussion and planning before Phase 1, the Provider has outlined a Tentative Scope below:

In Scope (Tentative)

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ABC
1. Hello World
2. Foo Bar
3. Foo Baz

DEF
1. Hello World
2. Foo Bar
3. Foo Baz

GHI
1. Hello World
2. Foo Bar
3. Foo Baz

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JKL
1. Hello World
2. Foo Bar
3. Foo Baz

MNO
1. Hello World
2. Foo Bar
3. Foo Baz

PQR
1. Hello World
2. Foo Bar
3. Foo Baz

Out of Scope (Tentative)

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ABC
1. Hello World
2. Foo Bar
3. Foo Baz

DEF
1. Hello World
2. Foo Bar
3. Foo Baz

PHASE 2 - IMPLEMENTATION

Duration.....__ Weeks

PHASE 3 - TESTING AND ACCEPTANCE

Duration.....__ Weeks

PROJECT COMMUNICATION CONTACTS

Provider Email.....customer+example@ambar.cloud

Customer Email.....example1234@example.com

MAINTENANCE, SUPPORT, AND DEPLOYMENT TERMS

Maintenance, Support, and Deployment Opt In / Opt Out.....__

Maintenance, Support, and Deployment Schedule.....

Backup Frequency.....Weekly

Maintenance, Support, and Deployment Fee.....£___/month

Provider or Customer Infrastructure.....

Technical Support Scope

Response time for critical issues (system down, data loss risk)....._ hours

Response time for serious issues (major feature unavailable)....._ hours

Response time for normal issues (minor bugs, general queries)....._ hours

Support Channels.....Email via support@ambar.cloud

Maximum Resolution Time....._ * response time

Non-Compliance Penalty (Maximum Resolution Time).....£___

REQUIRED NOTICE FOR TERMINATION AFTER ACCEPTANCE

Required Notice After Acceptance for Termination by Customer....._ Days

Required Notice After Acceptance for Termination by Provider....._ Days

PROVIDER:

Name

Signature

Date

CUSTOMER:

Name

Signature

Date