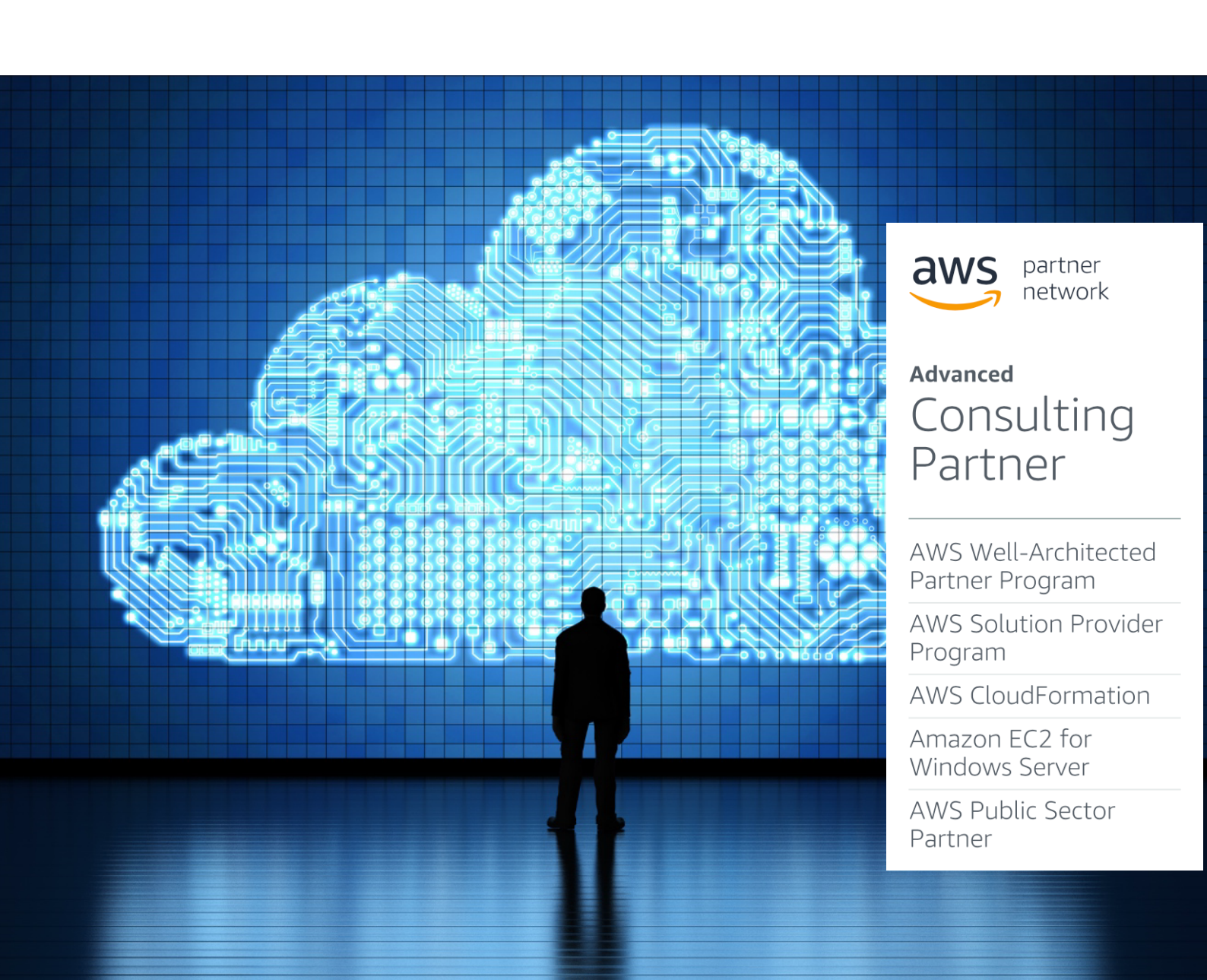




CB – Terms and Conditions Document

Version	Date	Description
1.0	xx/x/2025	Release

Disclaimer

Whilst every precaution has been taken in the preparation of this document, no responsibility is assumed for errors or omissions nor is any liability assumed for loss or damage resulting from the use of the information it contains, to the extent such error or omission is a result of any information, data or documents provided to Cloud-Bridge by the Customer and relied on by Cloud-Bridge in the preparation of this document.

SCHEDULE 2

TERMS

1 Definitions

The definitions and rules of interpretation are as set out in Appendix 1 to Schedule 2 (*Definitions and Interpretation*).

2 Appointment

Cloud Bridge appoints the Reseller as a non-exclusive reseller of the Services for the Term, and the Reseller accepts this appointment, subject to the terms of this Agreement.

3 Scope and applicability of AWS Customer License Terms

3.1 The End Customer's AWS Account and its use of AWS are subject to and governed by the Amazon Customer License Terms, a separate agreement between the End Customer and AWS.

3.2 Accordingly, the Reseller shall procure that the End Customer acknowledges and agrees that: (a) End Customer's right to access and use the AWS Account and AWS is granted to the End Customer by its Amazon and not by Reseller or Cloud Bridge, (b) such access and use of End Customer's AWS Account and AWS is governed by Amazon's Customer License Terms between End Customer and Amazon, (c) any warranty provided by Amazon in relation to AWS is given by Amazon and not by Cloud Bridge, and (d) neither Cloud Bridge nor Reseller shall be liable for any performance or failure in the performance of the End Customer's AWS Account and AWS.

3.3 The Reseller shall procure that End Customer acknowledges and agrees End Customer is responsible for all access to and use of its AWS Account and AWS regardless of whether such activities are undertaken by the End Customer, its employees, agents or sub-contractors, and Cloud Bridge is not responsible for any unauthorised access to or use of the same. In particular, the Reseller acknowledges and agrees (and shall procure that the End Customer acknowledges and agrees) that the End Customer is responsible for deploying or terminating the deployment of servers, disks or other storage devices connected to its AWS Account.

3.4 The Reseller shall indemnify Cloud Bridge in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by Cloud Bridge including all legal expenses and other professional fees (together with any VAT thereon) arising out of or relating to any breach by Reseller or End Customer of clauses 3.2 and 3.3.

4 Supply of Services

4.1 Subject to the terms of this Agreement, Cloud Bridge shall, during the Term, provide the Services and, in respect of ordered Optimisation Services, make available the Reports to the Reseller and End Customer (as applicable).

4.2 As part of the Services, Cloud Bridge (and its employees, agents and sub-contractors) may perform certain functions associated with the purchase, activation, support and management of the End Customer's AWS Account. Certain functions may be performed through the use of third party processes or tools used by Cloud Bridge. Such third party processes or tools will not have access to Personal Data, but may have access to Meta Data.

4.3 Notwithstanding the foregoing, the Services and the performance of them are as described in the applicable Services Description(s) for the ordered Service(s) or, in the case of Professional Services, as may be described in a statement of work for such Professional Services.

4.4 Any dates specified by the Reseller (or its End Customer, as the case may be) for delivery of the Reports and Services are an estimate

only and time shall not be of the essence for performance. If no delivery dates are specified, delivery will be within a reasonable time.

5 Reseller's responsibilities

5.1 The Reseller shall provide the End Customer Information to Cloud Bridge. The Reseller agrees that Cloud Bridge will rely on this information to provide the Services (including the Reports) and, accordingly, the Reseller shall be responsible for the legality, reliability, integrity, accuracy and quality of all such End Customer Information.

5.2 The Reseller shall market and promote the Services to End Customers at its own cost in accordance with the terms of this Agreement.

5.3 The Reseller shall ensure it does not: (a) conduct its business or any dealing with third parties (including End Customers) in any manner which is likely to have a negative impact on the goodwill or reputation of Cloud Bridge, or (b) do, permit or omit to do anything which in the reasonable opinion of Cloud Bridge is prejudicial to marketing or sales of the Services.

6 End Customer Data

6.1 The Reseller shall ensure that the End Customer understands and agrees that Cloud Bridge is not aware of what data is processed within the End Customer's AWS Account and that any suggestions contained in the Reports regarding activity within the Customer's AWS Account are based solely on its observation of the End Customer's performance Meta Data.

6.2 The Reseller shall ensure that the End Customer acknowledges and agrees that Cloud Bridge may utilise Meta Data to develop and improve the Services, providing that it does not utilise any End Customer Confidential Information and that it does not identify the End Customer as the source.

7 Fees, payment and invoicing

7.1 The Reseller shall pay the Charges for the Services in full in the currency stated in the Work Order within thirty (30) days of the date of invoice. Time for payment is of the essence.

7.2 The Charges are exclusive of VAT and any other duties or taxes payable, and all costs and charges in relation to carriage, insurance or similar which shall be the responsibility of, and payable by, the Reseller in addition to the Charges.

7.3 In the event that any payments due under this Agreement are not paid on the due date the Reseller shall be liable to pay interest (both before and after judgement) at the rate of 4% above the Bank of England's base rate from time to time in force.

7.4 For the avoidance of doubt, the Reseller shall pay the Charges charged by Cloud Bridge for the Services notwithstanding that the Reseller may have a dispute or claim with the End Customer relating to non-payment by the End Customer.

7.5 The Reseller shall pay the Charges for any Commitment Offering purchased by the Reseller irrespective of whether or not the End Customer has used any or all of the Commitment Offering. At the end of the term applicable to the relevant Commitment Offering any unused part of the Commitment Offering shall expire and may not be carried forward to a subsequent term.

7.6 All amounts due under this Agreement from the Reseller to Cloud Bridge shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 Suspension of Services

- 8.1 Without limiting its other rights or remedies under this Agreement, Cloud Bridge shall have the right to suspend the provision of all or any part of the Services if: (a) the Reseller fails to pay any amount due under the Agreement within fourteen (14) days of the due date for payment, (b) the Reseller becomes subject to any of the events listed in clause 15.3, (c) a court or governmental authority issues an order prohibiting Cloud Bridge from providing the Services, or (d) if it has a reasonable suspicion that the End Customer is using the Services in a manner that is unlawful.
- 8.2 The Reseller acknowledges and accepts that, notwithstanding any suspension of the Services by Cloud Bridge pursuant to clause 8.1, Cloud Bridge may continue to incur expenses and/or charges (including charges for the maintenance and usage of End Customer's AWS Account) and any such expenses and charges shall remain and be payable by the Reseller to Cloud Bridge.

9 Warranties

- 9.1 Reseller represents and warrants to Cloud Bridge that: (a) all information it has provided and will provide in connection with this Agreement, including the End Customer Information is true, correct, and complete, and (b) entering into this Agreement does not and will not violate any agreement or obligation existing between Reseller and any third party.

10 Disclaimer of warranties

- 10.1 Except for the express warranties set out in this Agreement, and to the fullest extent permitted by law, Cloud Bridge does not make any warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise, in relation to any subject matter of this Agreement, including without limitation any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement or arising from course of performance, dealing, usage or trade. The Services and the Reports are provided to the End Customer and Reseller (as the case may be) on an "as is" basis and Cloud Bridge does not warrant that the Services will be error-free or uninterrupted or that the Reports will meet the End Customer's requirements.
- 10.2 Reseller agrees not to make any statement or representation, or give any warranty in relation to the Services other than as authorised or agreed by Cloud Bridge in advance and in writing.

11 Use of Intellectual Property Rights

- 11.1 Except as expressly agreed in this Agreement, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 11.2 Subject to the terms of this Agreement, Cloud Bridge grants to Reseller a non-exclusive, revocable, personal licence during the Term to use the Cloud Bridge's name and logo in the Reseller's marketing of the Services, provided that all such use is in accordance with Cloud Bridge's branding guidelines and instructions notified to Reseller from time to time.
- 11.3 The Reseller shall: (a) not use any Intellectual Property Rights owned by Cloud Bridge and its affiliates or any trade mark as, or as part of, any corporate, domain or business name unless agreed to in writing in advance by Cloud Bridge, (b) not use or register any trade mark, design, domain name or logo which is identical or confusingly similar to any Intellectual Property Rights owned by Cloud Bridge and its affiliates, (c) use the trade marks and other Intellectual Property Rights in accordance with Cloud Bridge's or the relevant owner's instructions, (d) do all such things and execute (at Cloud Bridge's reasonable expense) such documentation as Cloud Bridge may require in relation to the Reseller's use of the Cloud Bridge Intellectual Property Rights, and (e) immediately inform Cloud Bridge of any actual or threatened infringement of Cloud Bridge's Intellectual Property Rights of which it becomes aware.
- 11.4 The Reseller shall not, and shall procure that End Customers shall not, license, sell, rent, lease, transfer, assign, distribute, display,

disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except as expressly permitted under this Agreement.

- 11.5 Reseller acknowledges that any goodwill or reputation generated through the Reseller's use of Cloud Bridge's Intellectual Property Rights and the Reseller's marketing of the Services under this Agreement shall accrue to the benefit of the Cloud Bridge.

- 11.6 The Reseller grants to Cloud Bridge a licence of such of its Intellectual Property Rights as are necessary to enable Cloud Bridge to fulfil its obligations and exercise its rights under this Agreement.

12 Third party IPR infringement

- 12.1 If either party (the "Indemnified Party") or its affiliates, or any of their respective employees, agents, or owners, are faced with a legal claim by a third party arising out of its use of the other party's (the "Indemnifying Party") Intellectual Property Rights as permitted by this Agreement, or arising out of the Indemnifying Party's use of the Indemnified Party's Intellectual Property Rights other than as permitted in this Agreement, the Indemnifying Party will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, or other amount that is reasonably incurred by the Indemnifying Party as a result of the claim.

- 12.2 The Indemnifying Party will have no obligation with respect to any claim under this clause 12 unless: (a) such Indemnifying Party is promptly notified of such claim, (b) the Indemnified Party allows the Indemnifying Party sole control of the defence and settlement of such claim; and (c) the Indemnified Party provides the Indemnifying Party with reasonable assistance, at the Indemnifying Party's expense, in connection with the Indemnifying Party's defence and settlement of such claim.

13 Records

- 13.1 Reseller shall maintain accurate and complete accounts and records of all matters relevant to the performance of its obligations under this Agreement, including regarding: (a) all transactions and legal or other proceedings with End Customers for the Services, and (b) enquiries and correspondence from End Customers and potential end customers. Reseller shall make such records available to Cloud Bridge upon reasonable written request.

14 Liability

- 14.1 Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including liability for: (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation, or (c) any other losses which cannot be excluded or limited by applicable law.

- 14.2 Subject to clause 14.1:

- (a) Cloud Bridge shall not be liable to the Reseller or End Customer in respect of any Event of Default for: (i) loss of profits, (ii) loss of business, (iii) depletion of goodwill and/or similar losses, (iv) loss of anticipated savings, (v) loss of goods; (vi) loss of agreement, (vii) loss of use, or (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (including loss or damage suffered by the party as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Cloud Bridge has been advised of the Reseller or End Customer incurring the same;
- (b) subject to clause 14.2(c), Cloud Bridge's entire liability to the Reseller in respect of any individual Event of Default shall be limited to a sum equal to 100% of the Charges payable by the Reseller in accordance with the Agreement for the service that is the subject of the Event of Default during the twelve months preceding the Event of Default;
- (c) Cloud Bridge's aggregate liability to the Reseller in respect of all Events of Default shall be limited to £50,000; and
- (d) except as expressly and specifically provided for in this Agreement: (i) the Reseller assumes sole responsibility for results obtained from the use of the Services (including

the Reports) by the End Customer, and for conclusions drawn from such use, and (ii) Cloud Bridge shall have no liability for any damage caused by errors or omissions in any information or instructions (including End Customer Information) provided to Cloud Bridge by the Reseller in connection with the Services, or any actions taken by Cloud Bridge at the Reseller's direction.

15 Term and Termination

- 15.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clauses 15.2, 15.3 and 15.4, shall continue for an initial period of twelve (12) months (the "Initial Term") whereupon it shall automatically renew for successive periods of 12 months (each, a "Renewal Period") unless either party has given the other party written notice to terminate the Agreement at least ninety (90) days' before the end of the Initial Term or any Renewal Period (as the case may be), in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period.
- 15.2 Either party may terminate this Agreement at any time by giving written notice to the other party if: (a) the other party commits a material breach of this Agreement and such breach is not remediable, (b) the other party commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach, or (c) any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement.
- 15.3 Either party may terminate this Agreement at any time by giving written notice to the other party if that other party: (a) it ceases carrying on all or a significant part of its business, or indicates in any way that it intends to do so, (b) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case, (c) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986, (d) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986, (e) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006, (f) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006, (g) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, (h) has a resolution passed for its winding up, (i) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it, (j) has a freezing order made against it; or (k) is subject to any events or circumstances analogous to those in this clause 15.3 in any jurisdiction.
- 15.4 Without affecting its rights or remedies, Cloud Bridge may terminate the Agreement with immediate effect by giving written notice to the Reseller if: (a) the Reseller fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment, (b) Amazon terminates the End Customer's AWS Account and AWS; and/or (c) if the Agreement ceases to be financially viable to Cloud Bridge.
- 15.5 On termination of this Agreement for any reason: (a) Cloud Bridge may, by giving written notice to the Reseller, transfer the End Customer's AWS Account to Amazon (and the Reseller shall procure that the End Customer hereby consents to such transfer), (b) the Reseller shall immediately pay to Cloud Bridge all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Cloud Bridge may submit an invoice, which shall be payable immediately by Reseller on receipt, (c) each party shall return or (at the other party's request) securely destroy all Confidential Information and other property of the other party then in its possession or control and shall certify in writing that this has been done, and (d) the Reseller shall immediately cease to represent itself as having any right to resell the Services and shall make no further use of the

Intellectual Property Rights or other property of Cloud Bridge or its affiliates.

- 15.6 Termination of this Agreement shall not affect rights or remedies which have accrued up to the date of termination.

- 15.7 Any provision of this Agreement which expressly or by implication is intended to continue in force after termination shall do so notwithstanding termination or expiry of this Agreement.

16 Confidentiality

- 16.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this Agreement.
- 16.2 The parties acknowledge and agree that the terms of this Agreement, including the Charges and all information relating to the Services are the Confidential Information of Cloud Bridge.
- 16.3 Each party undertakes to: (a) establish and maintain adequate security measures to safeguard Confidential Information and data of the other party in its possession from unauthorised access, use or copying, (b) disclose the other party's Confidential Information only to those of its officers, employees, agents, sub-contractors and contractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement, and (c) procure that such persons are made aware of and agree in writing to observe the obligations in this clause 16 and comply with such obligations.
- 16.4 The provisions of the clause 16 shall not apply to information which: (a) is or comes into the public domain through no fault of the recipient, its officers, employees, agents, sub-contractors or contractors, (b) is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure, (c) is independently developed by the recipient, without access to or use of the other party's Confidential Information, or (d) is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.
- 16.5 The obligations under this clause 16 shall survive the termination of this Agreement for a period of five (5) years following the date of such termination.
- ## 17 Data Protection
- 17.1 To the extent that any Protected Data is processed by the parties in connection with this Agreement, each party will comply with its respective obligations under the Data Privacy Laws.
- 17.2 Reseller acknowledges, and will inform its End Customers that, Cloud Bridge has limited access to Personal Data in its performance of the Services and any such Personal Data it processes is limited to the Protected Data.
- 17.3 Reseller shall ensure that at all times all End Customer Information transferred to Cloud Bridge is accurate and up-to-date and has at all times been collected, processed and transferred by and on behalf of the Reseller in accordance with all Data Privacy Laws, such that Cloud Bridge may lawfully use, process and transfer the Protected Data in accordance with this Agreement.
- 17.4 Each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each party with their respective compliance with Data Privacy Laws, including in relation to any Data Subject Requests or requests made by a Data Protection Supervisory Authority.
- 17.5 For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, the parties acknowledge (and Reseller will ensure the End Customer acknowledges and agrees) that Amazon (and not Cloud Bridge) is the processor of any Personal Data hosted by or on behalf of Amazon within the End Customer's AWS Account and Cloud Bridge shall not be under any obligation to return or delete any such personal data and the Reseller must

inform the End Customer that the End Customer must make its own arrangements for the processing of such Personal Data by Amazon (including the return or deletion of such Personal Data).

17.6 The cost and expense of any audit, deletion or return of the Protected Data required of Cloud Bridge by the Reseller or End Customer shall be borne by the Reseller or End Customer (as applicable).

17.7 Cloud Bridge may appoint sub-processors who may process the Protected Data. Cloud Bridge will notify the Reseller if it intends to change such sub-processors ("Change Notice"). The Reseller is deemed to have accepted the change unless it notifies any objection to Cloud Bridge within 20 days of receipt of a Change Notice ("Objection"). At any time following receipt of an Objection, if no alternative arrangement can be agreed Cloud Bridge may either: (a) not appoint the sub-processor or (b) may, by giving written notice to the Reseller, suspend or terminate that part of the Service that is affected by the Change Notice without liability to the Reseller.

18 Compliance with laws

18.1 General. Each party shall comply with all laws applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

18.2 Anti-Bribery. The Reseller will comply with applicable Bribery Laws relating to prevention of bribery and corruption (as updated from time to time). Without limitation to the foregoing, the Reseller shall not directly or indirectly: (a) offer, promise or give a bribe, other improper payment or advantage (financial or otherwise) to another person (including any third party), (b) request, agree to receive or accept any bribe, other improper payment or advantage (financial or otherwise), or (c) bribe any foreign public official intending to influence that foreign public official in their capacity as a foreign public official and obtain or retain business or an advantage in the conduct of business (including any trade or profession) where the written law applicable to that foreign public official does not permit or require them to be influenced by the relevant offer, promise, gift or advantage, either in the United Kingdom or elsewhere, in breach of applicable Bribery Laws. The Reseller shall implement, maintain and enforce adequate procedures designed to prevent persons associated with the Reseller engaging in conduct which contravenes the Bribery Act 2010.

18.3 Anti-tax evasion facilitation. The Reseller shall ensure that it and the Reseller Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Cloud Bridge, of a: (a) Corporate Failure to Prevent Offence, (b) UK Tax Evasion Offence, or (c) Foreign Tax Evasion Offence, in connection with this Agreement.

19 General

19.1 Force Majeure. Cloud Bridge shall not be in breach of the Agreement or liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

19.2 Interpretation. In this Agreement: (a) a reference to this Agreement includes its schedules, appendices and annexes (if any), (b) the background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement, (c) unless the context otherwise requires, reference to a 'clause' shall be to a clause of the main body of this Agreement and reference to a 'paragraph' shall be a reference to the relevant paragraph of a schedule, (d) a reference to a 'party' includes that party's personal representatives, successors and permitted assigns, (e) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives,

successors and permitted assigns, (f) words in the singular include the plural and vice versa, (g) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words, (h) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form, and (i) a reference to any law or legislation is a reference to that law or legislation as amended, recast, replaced, extended, re-enacted or consolidated from time to time.

19.3 Notices. Any notice will be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices will only become effective on actual receipt. Any notices required to be given in writing to a party or any questions concerning this Agreement should be addressed to the relevant party at the relevant address specified at the top of this Agreement.

19.4 Announcements. No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Reseller without the prior written consent of Cloud Bridge, except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.

19.5 Further assurance. Each party shall, at the request of the other and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

19.6 Variation. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.7 No Waiver. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

19.8 Entire Agreement. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

19.9 Equitable relief. Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

19.10 No Partnership. Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties, nor make any party the agent of another party.

19.11 Severance. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

19.12 Assignment and subcontracting. Except as expressly permitted in this Agreement, neither party shall assign, transfer, mortgage,

charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

19.13 Cloud Bridge may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party and may assign its rights under this Agreement to any person to which it transfers that part of its business to which this Agreement relates, on written notice to the Reseller.

19.14 Rights of third parties. No one other than a party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

19.15 Governing law. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.16 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Appendix 1 to Schedule 2

Definitions and Interpretation

1. Definitions

In this Agreement:

"Amazon"	Amazon Web Services LLC	
"Amazon Customer License Terms"	Amazon's customer license terms currently located at AWS Solution Provider Programme as they may be updated by Amazon from time to time and as may be made available on any successor or related site designated by Amazon and including Amazon's acceptable use policy and any other documents referred to in such license terms.	
"AWS"	Amazon's online services known as Amazon Web Services;	
"AWS Account"	An account with Amazon for AWS;	
"Additional Services"	means the Reseller's additional service offerings, as detailed within the relevant Service Descriptions: "Managed Security As a Service" and "Managed Backup As a Service" .	
"Charges"	the charges payable by the Reseller for provision of the Services (including the Reports, where applicable), as set out in the Work Order;	
"Commencement Date"	means the commencement date specified in the Work Order;	
"Commitment Offering"	means a commitment by the End Customer to purchase a specific quantity of third party cloud platform services for use during a specific period of time;	
"Confidential Information"	means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, business, management, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers;	
"Data Privacy Laws"	means, as binding on either party or the Services: (a) the 'UK GDPR' as implemented by virtue of Section 3 of the European Union (Withdrawal) Act 2018, (b) the Data Protection Act 2018, (c) the General Data Protection Regulation, Regulation (EU) 2016/679, and (d) any laws which implement any such laws and as may be amended from time to time;	
"End Customer"	means the individual customer entity the Reseller is selling the Services to;	
"End Customer Information"	means the information that the End Customer provides to Reseller in relation	
		to the Services (including all relevant details which relate to the End Customer's requirements for the provision of the Services, such as which cloud platform provider it has chosen to provide Cloud Services);
	"Event of Default"	means: (i) any breach Cloud Bridge of its contractual obligations arising under the Agreement (other than a breach arising from wilful breach); (ii) any misrepresentation by Cloud Bridge in connection with (whether or not contained in the Agreement) the Agreement (other than a fraudulent misrepresentation); (iii) any tortious, act or omission, including negligence, arising in connection with Cloud Bridge's performance under the Agreement (other than any act or omission which is fraudulent or dishonest); and/or (iv) any other act giving rise to a liability in respect of the Agreement;
	"Intellectual Property Rights"	means copyright, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semiconductor chip topography rights, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, and (v) wherever existing;
	"Management Services"	means the services provided by Cloud Bridge in relation to the management of the End Customer's Cloud Account, as more particularly specified in the Work Order including: (i) subscribing for Cloud Account with third party cloud providers (such as Amazon Web Services) on behalf of the End Customer, and (ii) issuing payment information to allow for invoicing to the End Customer for the supply of its Cloud Services in respect of the End Customer's Cloud Account and receiving payment for the same;
	"Meta Data"	means certain performance data about End Customer's cloud platform environment, which might be collected through the use of third party tools. Meta Data is not Personal Data;

"Optimisation Services"	means the optimisation service provided by Cloud Bridge to the End Customer under this Agreement via a third party tool notified by Cloud Bridge from time to time, as further described in the Work Order and the Service Description hosted at Cloud Bridge Optimisation Service Description or such other web address as notified by Cloud Bridge from time to time;	"Services"	means, collectively, the Management Services, Optimisation Services, Professional Services, Support Services, and Additional Services which are to be provided by Cloud Bridge pursuant to a Work Order;
"Personal Data"	is as defined in the Data Privacy Laws;	"Service Description"	means the applicable document which describes each of the Management Services, Optimisation Services, Support Services and Additional Services;
"Professional Services"	means those professional services which are ordered by Reseller and specified in a Work Order and may be as further described in a statement of work;	"Support Services"	means those support services detailed within the Support Services Service Description , together with any limitations, exclusions and inclusions therein;
"Protected Data"	means the Personal Data to be processed by Cloud Bridge in connection with this Agreement, namely: (a) employee information of Reseller and End Customer (names, contact information, place of work), (b) billing information (to the extent any of the information relates to an individual data subject), (c) names of servers (to the extent that such names contain Personal Data), and (d) location data (to the extent such location data relates to an individual End Customer user of the Cloud Account);	"Term"	is as defined in clause 15.1;
"Reports"	the reports to be made available by Cloud Bridge to the Reseller and/or End Customer as part of the Optimisation Services, as described in the Work Order;	"Trade Marks"	means Cloud Bridge's and its affiliates' trade marks and trade names, service marks, service names and domain names;
		"VAT"	means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom; and
		"Work Order"	means the work order at the head of this Agreement which identifies any Services ordered by Reseller from Cloud Bridge, together with the Charges and any other specifications or requirements or restrictions.