



G-Cloud

Sample Terms Document

GENERAL GUIDANCE ON G-CLOUD SAMPLE TERMS DOCUMENT

These terms and conditions represent a typical sample of the terms and conditions, to be read in conjunction with the customer specific G-Cloud call off contract and G-Cloud framework agreement terms, that shall apply in whole or in part to all transactions between us for any sale of goods or services by us to you, via this framework, unless explicitly superseded by a more specific written and mutually agreed agreement or Statement of Work for Professional Services engagements.

Depending on what is purchased, a separate Amazon Web Services (Service Terms) agreement <https://aws.amazon.com/service-terms/> and/or a separate Amazon Web Services (Customer Agreement) <https://aws.amazon.com/agreement/> may be required.

1. Interpretation

1. The following definitions and rules of interpretation in this clause apply in this agreement:	
"AWS"	Amazon Web Services, Inc.
"AWS Cost"	The on-demand or pay as you go price payable for AWS products and services set forth at https://aws.amazon.com/pricing/ or as may be updated by AWS from time to time.
"AWS Agreements"	All agreements between the Customer and AWS available at https://aws.amazon.com/legal/ and as may be updated by AWS from time to time.
"AWS Cost and Usage Report"	The billing report issued monthly in arrears by AWS to the Supplier under the Reseller Agreement in respect of the Supplier's organisation or such other billing report or mechanism as issued or put in place by AWS from time to time.
"AWS Materials"	All documents, information, items and materials in any form owned by AWS which are provided to the Customer by the Supplier or AWS in connection with the Services.
"Business Day"	A day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business.
"Business Hours"	9am to 5pm UK local time taking into account any changes due to Daylight Saving Time (i.e., either Greenwich Mean Time (GMT) or British Summer Time (BST), as applicable).
"CirrusHQ Acuity"	The portal or product made available by the Supplier to the Customer for raising Support Requests, accessing self service tools and showing the Customer's charges or cost data, based on the AWS Cost and Usage Report following processing by CirrusHQ.
"CirrusHQ AWS Launch Support"	The AWS support services defined in the Services Schedule for CirrusHQ AWS Launch Support.
"CirrusHQ Savings Plan"	The pricing model that provides savings on the Customer's compute usage details of which are set out in the Quotation.
"Data Protection Legislation"	All applicable UK data protection and privacy laws, including the UK GDPR and the Data Protection Act 2018.
"Elapsed Hours"	A continuous period of time during Business Days and Business Hours that is measured in hours from the moment of a Support Acknowledgement or an event occurs.
"End Customer Account Model or (ECAM)"	Means the AWS End Customer Account Model where the Customer owns the AWS account, terms and conditions, and root user credentials because the Customer has an agreement directly with AWS governing their usage of the account (typically the AWS Customer Agreement).
"End Customer Program Guide"	Means the Program Guide for End Customers within the AWS Solution Provider Program as provided here https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf
"Intellectual Property Rights"	All intellectual property rights including patents, copyrights, trade marks, design rights, trade secrets and related rights, whether registered or unregistered, in any jurisdiction.
"Quotation"	The Supplier's private pricing agreement with the Customer; and/or the CirrusHQ Savings Plan, provided electronically to the Customer
"Reseller Agreement"	The reseller agreement between AWS and the Supplier and incorporating the terms of the AWS Solution Provider Addendum between AWS and the Supplier.
"Services"	The AWS services and CirrusHQ AWS Launch Support to be provided through the Supplier to the Customer under this agreement which the Supplier is permitted to provide under the Reseller Agreement or End Customer Program Guide from time to time.
"Solution Provider Program Terms"	The information, obligations, and requirements with which the Supplier must comply as may be updated by AWS from time to time.
"Support Acknowledgement"	A response from the Supplier to a Customer raised Support Request.
"Support Case"	A formal case raised by the Supplier following an initial Support Request. The Supplier will assess the Support Request, and where appropriate and necessary, escalate the issue to AWS by initiating an AWS Support Case.
"Support Request"	A communication to launchsupport@cirrushq.com initiated by the Customer to the Supplier to report an issue, request guidance, or seek assistance related to their AWS environment or supported services.
"Support Pricing"	The price payable for CirrusHQ AWS Launch Support calculated based on the Customer's monthly AWS gross usage charges (before any discounts or credits are applied).

"VAT" Value added tax chargeable under Scots law for the time being and any similar additional tax.

2. Clause headings shall not affect the interpretation of this agreement and references to clauses are to the clauses of this agreement.
3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
7. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. General

1. Confidentiality. Each Party shall keep confidential and not disclose to any third party any non-public, proprietary, or sensitive information received from the other Party in connection with this Agreement, except as necessary to perform its obligations or as required by law.
 - a. "Confidential Information" includes all information—whether oral, written, or electronic—designated as confidential or that would reasonably be understood to be confidential under the circumstances.
 - b. This obligation applies to the content of this Agreement and shall remain in effect for two (2) years following its termination.
 - c. These obligations do not apply to information that:
 - i. is or becomes publicly available without breach of this Agreement;
 - ii. is lawfully received from a third party without restriction; or
 - iii. is independently developed without use of the other Party's Confidential Information.
2. Assignment. Neither party may assign, transfer, subcontract, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party.
3. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, warranties, and understandings, whether written or oral, relating to its subject matter. The Customer confirms it has not relied on, and irrevocably waives any rights or remedies arising from, any statement or warranty not expressly set out in this Agreement or any document expressly referred to in it.
4. Third Party Rights. Except as otherwise expressly provided in this agreement, this agreement does not create any rights in favour of third parties.
5. Severance. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, it shall be deemed deleted without affecting the validity or enforceability of the remainder. The parties shall, where possible, replace the affected provision with one that lawfully achieves its intended commercial purpose.
6. No Partnership or Agency. Nothing in this Agreement creates a partnership or agency between the parties. Neither party may bind or act on behalf of the other in any way.
7. Waiver. No failure or delay in exercising any right or remedy under this Agreement shall waive or limit that or any other right or remedy. A partial exercise does not prevent further exercise of the same or any other right or remedy.
8. Rights and Remedies. Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
9. Modifications. We may modify this Agreement at any time by notifying you in accordance with Section 2.10. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. We last modified this agreement on the date on Page 1.
10. Notices. Any notice given to a party under or in connection with this agreement shall be in writing and may be delivered by hand, by pre-paid first-class post or other next working day delivery service to its registered office or principal place of business, or by email, provided that the email is acknowledged by the recipient as received (whether by return email or other written confirmation). A notice shall be deemed to have been received:
 - a. if delivered by hand, upon signature of a delivery receipt;
 - b. if sent by pre-paid first-class post or other next working day delivery service, at 9:00 a.m. on the second Business Day after posting or at the time recorded by the delivery service;
 - c. if sent by email and acknowledged by the recipient, at the time of such acknowledgement.
 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
11. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, cyberattacks, shortages of qualified personnel, supply chain disruption, pandemics, labour disputes, failure of AWS or other third-party cloud providers, power outages, or government actions ("Force Majeure Event").

The affected party shall notify the other party in writing as soon as reasonably practicable of the occurrence of any Force Majeure Event and use reasonable efforts to mitigate the impact of the delay or failure.

If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate this Agreement by providing written notice to the other party without liability, except for payment of any accrued and outstanding fees or charges for Services, and all charges within CirrusHQ Savings Plans, up to the date of termination.

12. Disputes. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter amicably through good faith negotiations. If the dispute cannot be resolved within 14 calendar days, either party may request that the dispute be referred to mediation under the auspices of an agreed independent mediator.

If the dispute is not resolved through mediation within 30 calendar days of the mediator's appointment, either party may initiate legal proceedings. Nothing in this clause shall prevent either party from seeking urgent interim relief from a court of competent jurisdiction.

13. Governing Law. This 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 Scots Law.

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

3. Services

1. Services are provided via the End Customer Account Model and are subject to the End Customer Program Guide and all AWS Agreements.

2. The Supplier shall:-

a. onboard and assign the Customer's existing AWS account(s) into the Supplier's AWS Solution Provider Program and the Customer shall promptly execute and deliver such documents, provide such consents and perform such acts as the Supplier may reasonably require to enable the onboarding of the AWS account(s) and to give full effect to this agreement, including (without limitation) accepting any invitations from AWS; or

b. Create an AWS account(s) on behalf of the Customer within the Supplier's AWS Solution Provider Program

and in each case the AWS account shall belong to the Customer.

3. Customer acknowledges and agrees that:

a. the AWS Services purchased by Customer are resold by the Supplier for Customer's use only (unless otherwise stated in any AWS Agreements)

b. The AWS Services are licensed by AWS, and the Supplier is not an agent or representative of AWS and is not the creator, manufacturer, distributor or licensor of the AWS Services. In purchasing the AWS Services, the Customer is relying on AWS's specifications only and is not on any statements, documents or specifications that may be provided by the Supplier.

c. No warranty, representation or guarantee is given by the Supplier to the Customer that the Services will be uninterrupted, error-free or free of harmful components, or that any content will be secure or not otherwise lost or damaged.

4. We may amend the Services as required to comply with applicable law, regulatory obligations, the Reseller Agreement, or directions from AWS. If any such change materially affects the nature or quality of the Services, the Supplier shall notify the Customer.

4. AWS Policies and Terms

1. By entering into this agreement, the Customer acknowledges that its use of the Services is subject to the AWS Agreements which are separate agreements between the Customer and AWS. Each party to this agreement acknowledges its obligations under and undertakes to comply with the AWS Agreements. AWS may terminate the Customer's ability to access and use the Services in accordance with the terms of the AWS Customer Agreement.

2. Nothing in this Agreement shall prevent:-

a. AWS and/or the Supplier from exercising their rights and performing their obligations under the Reseller Agreement or Solution Provider Program terms; or

b. AWS and/or the Customer from exercising their rights and performing their obligations under the AWS Agreements.

3. The Customer shall use best endeavours to perform such acts as the Supplier may reasonably require to enable the Supplier to comply with the Solution Provider Program Terms.

4. Each party to this agreement acknowledges that AWS and its licensors shall retain ownership of all Intellectual Property Rights in the AWS Materials and nothing in this agreement shall grant or shall be deemed to grant any right, license or other interest in the AWS Materials.

5. Charges and Payment

1. The charges payable for the Services shall be:-

a. the AWS Cost, based on the figures shown in CirrusHQ Acuity, as processed by the Supplier; together with or,

b. the Support Pricing; together with or,

c. the Quotation.

2. The parties agree that CirrusHQ Acuity shall be definitive as to the Customer's usage each month, save in the case of manifest error.

3. All payments under this Agreement shall be made in Pounds Sterling. If charges are denominated in US Dollars, the Supplier shall determine the exchange rate at its sole discretion for invoicing purposes.
4. In respect of the CirrusHQ Savings Plan, the charges shall be payable:-
 - a. as an advance payment of 100% of the price set out in the Quotation (together with VAT where appropriate); or
 - b. in twelve monthly instalments of the price set out in the Quotation (together with VAT where appropriate) and provided always that, upon termination of this agreement (howsoever arising), the Customer must immediately pay to the Supplier any outstanding charges in respect of the Services and/or the CirrusHQ Savings Plan,
5. The Supplier shall invoice the Customer monthly in arrears for its charges (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 5.
6. The Customer shall pay each invoice submitted to it by the Supplier in full, and in cleared funds, within 30 calendar days of receipt.
7. Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on or before the due date, the Supplier may (at its sole direction):
 - a. suspend all Services until payment has been made in full, and;
 - b. charge interest on such sum from the due date for payment at the larger of
 - i. 8% above the base lending rate from time to time of Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; or
 - ii. The late payment rate listed in the AWS Agreements and as updated from time to time by AWS.
8. If the Customer disputes any part of an invoice, they must notify the Supplier in writing within seven (7) days of the invoice date, clearly stating the reason for the dispute. Both parties will work in good faith to resolve the issue promptly. The Customer shall not withhold payment for any undisputed portion of the invoice, which remains payable in accordance with the agreed payment terms.
 - a. If the dispute cannot be resolved within 14 days of notice being given, the matter may be escalated in line with the dispute resolution procedure outlined in this Agreement.
9. All amounts due under this agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
6. Limitation of Liability
 1. The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
 - a. any breach of this agreement however arising;
 - b. any use made by the Customer of the Services; and
 - c. any representation, misrepresentation (whether innocent or negligent), statement or act or omission (including negligence) arising under or in connection with this agreement.
 2. The Supplier shall have no liability to the Customer whatsoever if the Customer fails to comply with clause 3 and/or clause 4.
 3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
 4. Nothing in these conditions excludes the liability of the Supplier:
 - a. for death or personal injury caused by the Supplier's negligence; or
 - b. for fraud or fraudulent misrepresentation.
 5. Subject to clause 6.3 and clause 6.4:
 - a. The Supplier shall not in any circumstances be liable, whether by negligence, delict or tort, breach of statutory duty, contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - i. loss of profits; or
 - ii. loss of business; or
 - iii. depletion of goodwill or similar losses; or
 - iv. loss of anticipated savings; or
 - v. loss of goods; or
 - vi. loss of contract; or
 - vii. loss of use; or
 - viii. loss or corruption of data or information; or
 - ix. any, indirect or consequential loss, costs, damages, charges or expenses,
 in any case, whether or not such losses were foreseen, foreseeable, known or otherwise or within the contemplation of the parties at the date of this agreement;
 - b. The Supplier's total liability arising in connection with the performance or contemplated performance of this agreement shall be limited to the lower of: -
 - i. the price paid for the Services in the period of 30 calendar days prior to the date of the event giving rise to the relevant claim;
 - ii. £10,000

- b. The Supplier shall have no liability to the Customer for any loss, damages, costs or expenses attributable to the act, event or omission (whether by negligence, delict or tort, breach of statutory duty, contract, misrepresentation (whether innocent or negligent) or otherwise) of a third party, including AWS. In particular, the Supplier shall have no liability to the Customer where AWS suspends any AWS Account.

7. Termination

1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability by giving 30 calendar days' prior written notice to the other, provided that, where the Services include one or more CirrusHQ Savings Plans, the term of this agreement shall be a fixed term of 12 months from the date of commencement of the latest CirrusHQ Savings Plan.
 2. Without prejudice to any other rights or remedies to which the parties may be entitled and notwithstanding clause 7.1, the Supplier may terminate this agreement by written notice without liability to the Customer if:
 - a. the Reseller Agreement is terminated for whatever reason or amended by AWS without advance notice from AWS to the Supplier (including the removal of any state, region or country in which the Supplier is permitted to provide the Services);
 - b. the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 45 days after receipt of the Supplier's invoice;
 - c. the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - d. the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - e. there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
 3. All payments payable to the Supplier under this agreement shall become due immediately on termination of this agreement (howsoever arising), without prejudice to any right to claim for interest under the law, or any such right under this agreement.
 4. On termination of this Agreement for any reason, the Supplier shall use reasonable endeavours to unlink or transfer the Customer's AWS account(s), as directed in writing by the Customer, to AWS or another authorised AWS partner. The Customer shall promptly take all steps and provide all consents reasonably required by the Supplier or AWS to complete the transfer, including using any Supplier-provided AWS links.
 5. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
 6. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- #### 8. Data Protection
1. The Customer accepts that use of Services is subject to the AWS Privacy Notice listed within the AWS Agreements.
 2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
 3. The parties acknowledge that the Supplier does not require access to, and shall not knowingly process, any personal data (as defined under Data Protection Legislation) in the course of providing the Services. As such, the Supplier acts neither as a controller nor a processor in respect of personal data under this Agreement.
 4. Without prejudice to the generality of clause 8.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to the Supplier for the duration and purposes of this agreement.
 5. Without prejudice to the generality of clause 8.2, if the Supplier processes any personal data in connection with this Agreement, it shall:
 - a. process personal data only on the documented written instructions of the Customer, unless required to do so by law, in which case the Supplier shall (where legally permitted) inform the Customer of that requirement;
 - b. implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage, taking into account the nature of the data and the state of technological development;
 - c. ensure that all personnel authorised to process personal data are subject to confidentiality obligations;
 - d. assist the Customer, at the Customer's cost, in responding to data subject requests and complying with its obligations under Data Protection Legislation, including in relation to security, breach notifications, data protection impact assessments, and consultations with supervisory authorities;
 - e. notify the Customer without undue delay upon becoming aware of a personal data breach;
 - f. at the Customer's written direction, delete or return all personal data upon termination of the Agreement, unless required by law to retain it.

Services Schedule for CirrusHQ AWS Launch Support

9. CirrusHQ AWS Launch Support

CirrusHQ AWS Launch Support is provided remotely during Business Hours on Business Days for Support Requests raised by the Customer for development and production issues for AWS Services.

1. CirrusHQ AWS Launch Support Inclusions

- a. AWS Health for Customer self-service support visibility into resource performance and the availability of your AWS services and accounts.
- b. Guidance on the use of current AWS tools for accessing AWS services as provided here <https://docs.aws.amazon.com/whitepapers/latest/aws-overview/accessing-aws-services.html>
- c. Guidance on general AWS technical queries about current AWS Services as provided here <https://docs.aws.amazon.com/whitepapers/latest/aws-overview/amazon-web-services-cloud-platform.html>. Guidance is provided via existing content from the Supplier or via existing online published AWS Documentation, AWS Knowledge Centre or AWS re:Post content. Published content is for general informational purposes to help the Customer find user guides, understand AWS services and configure, deploy, manage, or troubleshoot AWS-based services, applications and resources.
- d. Access to CirrusHQ Acuity for self-service support features and/or selected additional tools including;
 - i. CirrusHQ Acuity Compliance Reporter to provide security checks and compliance checks in your cloud environment.
 - ii. AWS Trusted Advisor to help identify deviations from AWS best practices and provide recommended actions to remediate.
 - iii. AWS CloudFormation drift reporting (from existing AWS outputs and assuming AWS CloudFormation service is in use by the Customer)
 - iv. AWS CloudTrail Access Error reporting (from existing AWS outputs and assuming AWS CloudTrail service is in use by the Customer)
 - v. Visibility into AWS console sign-in activity to help track user access patterns and provide sight of unauthorised login attempts
 - vi. Track patch status across your EC2 fleet to help monitor and govern compliance
 - vii. Analyse and report on your AWS Costs across your AWS estate, with monitoring of Reserved Instance and Savings Plans utilisation.
- e. AWS Health for Customer self-service support visibility into resource performance and the availability of your AWS services and accounts.
- f. Monthly AWS Technical update briefing

2. If not already in use by the Customer, the Supplier shall grant the Customer a non-transferrable Standard Tier licence to access and use the Supplier's Software-as-a-service (SaaS) based CirrusHQ Acuity product from the date of signing of this Agreement.

- a. If the Customer elects not to access or use CirrusHQ Acuity, or any other self service support tools in 9.2, then any features or services delivered through such tools shall not apply, but all other provisions of this Agreement shall remain in full force and effect.
- b. If the Customer terminates this Agreement, the Supplier shall remove the grant to access and use the perpetual Standard Tier license for the Supplier's Acuity Platform product.
- c. The Supplier reserves the right to add to, amend, change, update or replace CirrusHQ Acuity.

3. CirrusHQ AWS Launch Support Exclusions and Limitations

4. CirrusHQ AWS Launch Support is not a real time support service and is not intended to assist with guiding Customers through steps that are already documented. If Customers encounter issues after following AWS or Supplier documentation, they can provide details such as screen prints and logs through an existing or new Support Request.

5. Unless expressly agreed in writing via a separate Statement of Work, or via Support Upgrades under Clause 9.16, CirrusHQ AWS Launch Support excludes:

- a. Remote or automated monitoring/alerting except notifications from CirrusHQ Acuity;
- b. Response to Support Requests or Support Cases outside Business Days or Business Hours;
- c. Access to Customer AWS accounts or systems for live or delayed support, troubleshooting, or system administration;

- d. Any software development, modification, debugging, deployment, scripting, automation, custom builds, configuration changes, version control, release management, or remediation of Customer or third-party code;
- e. Creation of Customer-specific documentation or solutions;
- f. Customer specific configuration or tuning and data restoration or backup operations;
- g. Direct handling or investigation of security breaches or incidents;
- h. Third-party software, services, or integrations outside AWS.

6. Support Requests

7. The Customer raises all Support Requests for AWS to the Supplier. Support requests are not raised to AWS by the Customer.

8. All Support Requests must be submitted via CirrusHQ Acuity or via email to launchsupport@cirrushq.com.

9. For timely and effective assistance, the Customer must include the following information when submitting a Support Request to the Supplier. A Support Request may be considered invalid or delayed if any of the required information is missing or incomplete.

- a. AWS Account Number
- b. Clear Description of the Issue A concise summary of the problem, including observed symptoms, error messages, or unexpected behaviours.
- c. Severity Level An indication of the perceived impact and urgency, aligned with the defined severity levels in this Agreement (e.g., General Guidance, System Impaired, Production System Down).
- d. Relevant AWS Resources Identification of the affected AWS services, resources, or components (e.g., EC2 instance IDs, RDS database names, S3 bucket names, Lambda functions, etc.).
- e. Time and Date of Occurrence Approximate time and date when the issue was first observed.
- f. Environment Context Specification of the environment affected (e.g., production, staging, development).
- g. Steps Already Taken Details of any troubleshooting steps already performed by the Customer prior to contacting the Supplier.
- h. Contact Information Name and contact details (email and/or phone) of the person at the Customer reporting the issue and who will be available for follow-up.
- i. Supporting Logs or Screenshots (where applicable) Any relevant CloudWatch logs, screenshots, error codes, or diagnostic output that may assist in triaging and resolving the issue.

10. The decision to raise an AWS Support Case rests with the Supplier based on the nature of the issue from the Support Request and the scope of the support agreement with the Customer. The Customer acknowledges that not all Support Requests will result in an AWS Support Case, and that the Supplier will use its reasonable judgment to determine when such escalation is required.

11. Service Response and Resolution Times

12. Supplier first-contact response times for Support Requests

- a. are provided during Business Hours on Business Days, and;
- b. counted in Elapsed Hours from the Supplier Support Acknowledgement, and;
- c. are based on the Customer's chosen severity level for each Support Request.

13. The Supplier will use reasonable efforts to respond within the target timeframes set out in this clause however, these timeframes are targets only and are not guaranteed. No service levels, warranties, or remedies are implied or provided in respect of these response times.

- a. Severity Level: General Guidance – Response within 12 Elapsed Hours
- b. Severity Level: System Impaired – Response within 8 Elapsed Hours. This applies where non-critical functions are behaving abnormally or where there are time-sensitive development inquiries.
- c. Severity Level: Production System Impaired – Response within 4 Elapsed Hours. This applies where key application functions are impaired or degraded.
- d. Severity Level: Production System Down – Response within 2 Elapsed Hours. This applies where there is a significant business impact and essential application functions are unavailable.

14. The Customer acknowledges and agrees that the Supplier does not and cannot guarantee a specific resolution time for any Support Request or Support Case. Due to the variable nature and complexity of issues that

may arise in application or service development, resolution times may differ significantly. The Supplier shall use commercially reasonable efforts to collaborate with the Customer and work toward resolving Support Requests or Support Cases in a timely manner; however, no warranties or guarantees, express or implied, are made regarding the timeframe or outcome of such resolution efforts.

15. Support Upgrades to CirrusHQ AWS Launch Support

16. CirrusHQ AWS Premium Support or CirrusHQ AWS Enterprise Support is available, via a separate agreement, as a chargeable upgrade to CirrusHQ AWS Launch Support via a request to info@cirrushq.com. CirrusHQ AWS Premium Support or CirrusHQ AWS Enterprise Support is used for, or can include support for;

a. High-severity issues, or new solution design, or software, code or automation support, or where support is required outside Business Hours or Business Days, where customers can chat with or call Support to receive help in real time.

b. Access to engineering skills to provide support from the AWS console in Customer AWS accounts.

c. Inventory analytics to search your AWS estate to help identify trends, and make faster, data-driven decisions.

d. Visibility of installed software packages running in AWS accounts under support.

e. Lifecycle Management services to help monitor and plan end-of-life events in your cloud environment

17. Service Reporting and Review

You can opt-in via an email to launchsupport@cirrushq.com to receive a monthly email report on Support Requests you have made, along with our responses provided under this agreement. Reporting can be made available after the Agreement has been in force for more than 31 calendar days.

Detailed or Customised Service Reporting and Service Reviews are available with Premium Support or Enterprise Support via 9.16.

PART 1: OBJECTIVES

Populated based on G-Cloud Service purchased and/or the G-Cloud Call Off Contract

PART 2 - DATA PROCESSING INFORMATION

- | | | |
|----|-----------------------------|---|
| 1. | Subject matter | Processing under this Agreement shall be limited to such processing activities as the Consultant is reasonably required to undertake in connection with its performance under this Agreement. |
| 2. | Duration | The duration of the processing under this Agreement will be the term of this Agreement. |
| 3. | Nature and purpose | <p>The nature and purpose of the processing of Client Personal Data will be:</p> <ul style="list-style-type: none"> • TBC |
| 4. | Type of Personal Data | <p>The types of Personal Data processed under this Agreement will be:</p> <ul style="list-style-type: none"> • TBC |
| 5. | Categories of Data Subjects | <p>The categories of data subject whose Personal Data will be processed under this Agreement will be:</p> <ul style="list-style-type: none"> • TBC |
| 6. | Sub-Processors | <p>The following Sub-Processors have been authorised as at the date of this Agreement:</p> <ul style="list-style-type: none"> • TBC |