

Special Terms – Cloud Services

These specific terms will apply to any Call Off Agreement where Supplier is providing Cloud Services to Customer.

1. Usage rights

1.1 Usage

- 1.1.1. Supplier will provide the Cloud Services for use by Customer and its authorised users.
- 1.1.2. Customer authorised users may access the Cloud Services in accordance with any authorisation and usage limits set out in the Call Off Form.
- 1.1.3. Customer may use software to be downloaded for use with the Cloud Services in accordance with the licence terms accepted at the time of download.
- 1.1.1. Supplier will provide generally available user guides and documentation to enable Customer to use the Cloud Services.

1.2 Usage limits

If Customer has underpaid any Charges or Customer has used the Cloud Services outside of the usage limits specified in the Call Off Form:

- a. Supplier will notify Customer of the relevant details, and
- b. Supplier may, as its sole remedy, invoice Customer for such usage at the rates set out in the Call Off Form.

2. Rights and obligations

2.1 Customer obligations

- 2.1.1. Customer will not knowingly use the Cloud Services to store, access, disseminate or transmit material, which is unlawful, harmful, threatening, defamatory or discriminatory.
- 2.1.2. Unless permitted under the Call Off Form or allowed by any applicable law, Customer will not:
 - a. modify, adapt, decode, reverse engineer, disassemble or decompile the Cloud Services, or
 - b. remove, alter, or cover any intellectual property rights notices placed on or embedded in the Cloud Services.

- 2.1.3. Customer will use reasonable efforts to keep secure any credentials that Supplier provides to access the Cloud Services and prevent unauthorised use of the Cloud Services.

2.2 Performance and changes

- 2.2.1. Supplier will ensure that the Cloud Services operate in accordance with the service description set out in the Call Off Form and any documentation provided by Supplier describing the Cloud Services. The Cloud Services will be provided on a 24/7 basis except as set out in section 2.3.
- 2.2.2. Supplier will enable Customer to download at any time, in a format reasonably specified by Customer, all of Customer's data held within the Cloud Services.
- 2.2.3. Supplier will discuss its development roadmap and expected updates with Customer every [insert timeframe], use reasonable efforts to accommodate Customer's suggested improvements and keep Customer regularly informed of its implementation progress.
- 2.2.4. Supplier may make changes to the Cloud Services and the associated documentation, provided that the change does not reduce the performance, functionality, security or compatibility with Customer systems of the Cloud Services.

2.3 Maintenance and support

Supplier will support and maintain the Cloud Services during the Term and will:

- a. only make changes to the Cloud Services during the periods specified in the Call Off Form, and if not specified, outside Customer's business hours, other than emergency changes with Supplier having given Customer not less than six hours' notice,
- b. monitor performance of the Cloud Services and promptly notify Customer of, and remediate, any error or performance failure,
- c. make suitably qualified representatives available to respond to technical queries during the periods specified in the Call Off Form, and if not specified, Customer's business hours, and
- d. provide and implement any upgrades, updates, or corrections made available to other customers.

2.4 Security

- 2.4.1. Supplier will:
 - a. document, implement, and maintain an information security program that is appropriate for Customer's use of the Cloud Services,
 - b. promptly resolve any vulnerabilities identified in the Cloud Services,
 - c. operate, monitor, and maintain the Cloud Services in a redundant environment so that it can always operate, and
 - d. back up the Customer data, continuously.

- 2.4.2. Customer data uploaded into the Cloud Services and any derivatives of that data will be Customer Confidential Information.

3. Definitions

Cloud Services: the cloud Services to be provided by Supplier as described in the Call Off Form, including any enabling software, equipment and facilities needed to deliver the Services. Cloud Services are deemed to be a Deliverable under this agreement.