



Cloud FinOps Services Cloud Purchase Agreement

Prepared for:

First Last at [Customer name]

Prepared by:

!!!Account Manager Name: support@strategic-blue.com

!!!dd Month 20##

Strategic Blue Reference:

!!!SB/CPA/CUST/###

Executive Summary

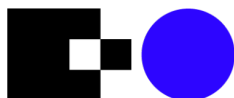
At Strategic Blue, we enable customers to buy cloud services on preferential terms. For example, we offer service and pricing plans that are not available directly from Cloud Providers, such as Amazon Web Services (AWS), Google Cloud, Microsoft Azure, IBM, and others, as well as matching those that are. To help customers make the most of our capabilities, we offer a variety of Cloud Financial Operations (“Cloud FinOps”) Services, generally at no extra cost. Such Services are enabled through this Cloud Purchase Agreement (“CPA”) and are provided through a choice of Service Plans (“Service Plans”) designed for each Cloud Provider. The details of the Service Plans are described in the relevant associated Strategic Blue Service Description which should be read in conjunction with this CPA.

Customers sign up to their chosen Service Plan by executing this CPA including any Service Plan Schedules. Service Plan Schedules incorporate the relevant Service Description for the Service Plan. Only one Service Plan Schedule can apply per Cloud Provider at any one time; our (AWS) Accelerate Service Plan cannot be used in conjunction with our (AWS) Automate Service Plan.

This CPA has no material effect on the technical delivery or support of cloud services by the Cloud Providers, as outlined in Schedule D.

With the intention of benefitting end customers, Cloud Providers are constantly striving to innovate. This results in upgrades to their services and service terms. Any relevant Cloud Provider Required Terms must, therefore, be recognized in this CPA, either by specific inclusion where necessary, or by reference to web links to Cloud Provider websites, as detailed in Schedule E. Similarly, details of how Strategic Blue plays its role as billing partner are subject to change, including changes outside of Strategic Blue’s control, hence our Service Descriptions are incorporated by means of web links to Strategic Blue’s website, which may be updated from time to time.

This Executive Summary does not form part of the CPA. However, the terms defined in this summary shall have the same definitions in the CPA.



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Cloud FinOps Services Cloud Purchase Agreement

1 Parties

This Cloud Purchase Agreement (“CPA”) is entered into and commences on **dd Month 20xx** (Effective Date) between:

1. **Strategic Blue Services Limited**, a private limited company with company number 07311921, having a registered address at 1 Mercer Street, Covent Garden, London WC2H 9QJ, UK (“Broker” or “Strategic Blue”); and
2. **[Customer name]**, **<insert legal entity details>** (“Customer”)

Hereinafter collectively referred to as the “Parties” or individually as a “Party”.

2 Recitals

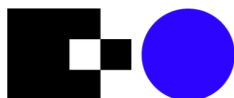
1. The Customer has in place agreements with Cloud Provider(s) pursuant to which Cloud Provider(s) provide the Customer with cloud services, and
2. The Customer wishes to engage the Broker, and the Broker wishes to be the Customer’s billing partner for the cloud services, to provide specified Cloud FinOps Services to the Customer and, if relevant, to enter into Commitments with the Customer.

INITIAL PROVISIONS

3 Agreement

The Parties agree as follows:

1. **Overview:** This CPA, including its Schedules, and also any documents incorporated via any of its Schedules (for example Service Descriptions) comprises the entire agreement between the Parties. This CPA is made up of these initial provisions, general terms, and its Schedules. Any Service Plan Schedules included, contain additional general terms, and include any other provisions (for example, Special Conditions) that specifically apply to the Service Plans.
2. **Cloud Services Pricing:** The Broker shall not charge the Customer for cloud services at a cost that is higher than the rate the Customer would have been able to secure directly from the applicable Cloud Provider(s) on equivalent terms using the prices published on the applicable Cloud Provider(s) website.
3. **Cloud FinOps Services:** The Broker will perform Cloud FinOps Services for the Customer as described in the Service Description and the relevant Service Plan Schedule. Service Descriptions, which may be updated by the Broker from time to time, describe, for example, the levels of service, discounts or savings, and plan qualification criteria for each Service Plan.
4. **Billing Partner Registration:** The Broker shall issue requests to the Customer to be assigned the rights from each applicable Cloud Provider to be the Customer’s billing partner for one or more Cloud Provider Accounts. Customer acceptance of any such invitation shall trigger billing partner registration, and thereby the sole responsibility of the Broker to pay the Cloud Provider(s) for all future usage under the relevant Cloud Provider Accounts until any party revokes such registration. Consequent to registration, the Customer shall pay the Broker for all usage under the relevant Cloud Provider Accounts, as described in this CPA and its Schedules. Schedule D of this CPA outlines any other implications related to billing partner registration.

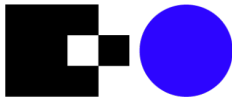


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5. **Billing:** The Broker will invoice the Customer for services provided in [USD/GBP/EUR - delete as appropriate] (the "Invoicing Currency") calendar monthly (or more frequently where [insert amount] (the "Invoice Limit") has been exceeded in aggregate across all Cloud Provider Accounts). The Customer shall make electronic payment of the amount of any invoice, including any relevant taxes, paying its own banking fees, to arrive in the Broker's account within thirty (30) calendar days of the date of the invoice (the "Payment Period").
6. **Acceptable Use Policy:** The Customer shall comply with the rules applied by any applicable Cloud Providers that restrict the ways in which their cloud services may be used and shall make reasonable endeavors to follow best practices as to their use. Schedule E to this CPA includes other Cloud Provider Required Terms.
7. **Commitments:** From time to time during the term of this CPA, under certain of the Service Plans, Commitments may be entered into. A Commitment is an agreement relating to an agreed quantity of cloud services, for an agreed price for such cloud services where the Customer commits to minimum future usage levels for an agreed term. As described in the relevant Service Plan Schedules, Commitments may be executed between the Customer and the Broker, and/or the Broker may purchase Commitments on behalf of the Customer. The relevant Service Plan Schedules include any other specific provisions for Commitments.
8. **Contact Details:** The Parties details are as follows:

	Broker	Customer
Attention for invoices	Finance Team	Accounts Payable
Attention for notices	Legal Team	insert
Address	Strategic Blue Services Ltd, 1 Mercer Street, Covent Garden, London WC2H 9QJ, UK	Customer name Address
Telephone	+44 736 049 8154 +1 (205) 846-4667	Phone
Email	All general queries (including financial): support@strategic-blue.com For notices: legal@strategic-blue.com	For invoices: Email For notices: Email
Tax reference	GB 103597619	Enter tax reference or N/A

All notices shall be sent by email and in writing and shall be effective on the date of first receipt.



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GENERAL TERMS

The Parties further agree as follows:

4 Obligations, Payments & Cancellations

4.1 Late Payment

If any amounts remain unpaid by the end of the Payment Period the Broker may elect to charge the Customer interest at the rate of one percent (1.0%) per month (or the highest rate permitted by law, if less) on all late payments, such late payment charges to be included in the next invoice from the Broker to the Customer. If the Customer has not paid all amounts due under any invoice by the fifth (5th) calendar day following the end of the Payment Period, this shall constitute a payment event of default ("Payment Event of Default"), and the Broker shall be entitled to charge the Customer for the cost of any third party debt collection services.

4.2 Adjustment of Invoices

The Parties agree to treat the usage reported by the applicable Cloud Provider(s) as accurate. If the Customer disputes a Cloud Provider's reported usage, the Customer shall take this up directly with the Cloud Provider. The Broker shall ensure that the Customer benefits from any service credits issued by the Cloud Provider(s). The Customer may dispute any invoice on other grounds, in good faith and in writing, within ninety (90) calendar days of the date of an invoice. Any right to dispute following this period is waived. The Customer shall pay the full amount of any invoice, including the disputed amount, whether or not it raises a dispute. In the event of an overpayment by the Customer, the excess will be discounted against subsequent invoices, unless the last invoice has been paid in which case the Broker shall reimburse the Customer such overpaid amount.

4.3 Currency for Payments

Where the Invoicing Currency under this CPA including any of its Schedules differs from the currency associated with any given Cloud Provider Account, the Broker shall convert the amounts payable by the Customer into the Invoicing Currency by applying the relevant exchange rate published by an independent third party chosen by the Broker, acting reasonably, at the time it prepares the invoice. If there is a material adverse change in the exchange rate between the date the invoice is issued and the date of payment, then the Broker may include an additional amount in the next invoice to reflect such change.

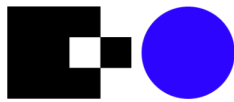
4.4 Changes to Participating Cloud Providers

In the unlikely event that the services of any Cloud Provider cease to be available through the Broker, then the Broker shall take such actions as are reasonably commercially practicable to ensure that any financial disadvantage to the Customer as a result of such termination or constraint is mitigated.

4.5 Service Plan Schedules

Any Service Plan Schedules included, contain additional general terms, define the Cloud FinOps Services to be provided, discounts or savings (where applicable), Commitments (if selected), and also include any other provisions (including Special Conditions) that specifically apply to the Broker's Service Plans.

The Broker reserves the right to withdraw any of the Broker's Service Plans from its portfolio of offerings at its sole discretion at any time. In any such event, i) any corresponding Service Plan Schedule that is effective at the time of any such Service Plan withdrawal may only be suspended or



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terminated in accordance with the terms of the corresponding Service Plan Schedule or the main body of this CPA, and ii) the Broker may, at its option, offer an alternative Service Plan for the Customer to transfer to.

In order to receive applicable Cloud FinOps Services under any of the Service Plan Schedules the Customer must meet, to the Broker's reasonable satisfaction, the qualification criteria for the relevant Service Plan, as described in the relevant Service Description (the "Plan Qualification Criteria"). If, at any time during the term of any Service Plan Schedule, the Customer no longer meets any of the relevant Plan Qualification Criteria, a reasonable opportunity to remedy such breach may be given by the Broker to the Customer, at the Broker's sole option. If such breach is irremediable, or if it remains unremedied, it shall be an Event of Default by the Customer under section 6 of the CPA.

4.6 No direct Commitments, Termination during Commitments, Adherence to terms

If any Commitments are entered into during the term of this CPA under any Service Plan Schedules the Customer agrees that:

1. Commitments with the Broker, and/or Commitments purchased by the Broker on behalf of the Customer, shall be the default means by which the Customer will make Commitments or reservations with applicable Cloud Provider(s). Thereby, the Customer shall not make any Commitments, or any other similar form of commitments, to applicable Cloud Provider(s) directly without the prior written consent of the Broker. Breach of this condition shall be an Event of Default by the Customer under section 6 of the CPA;
2. Unless otherwise explicitly provided in any Service Plan Schedule under which a Commitment is entered into, this CPA including any applicable Service Plan Schedule, cannot be terminated for convenience by either Party during the delivery term (as defined in the applicable Service Plan Schedule and/or the relevant Commitment) of any such Commitment.
3. Any special pricing and benefits gained from any Commitment shall only be applied so long as the Customer is adhering to any particular terms and conditions of the Commitment.

5 Limitations

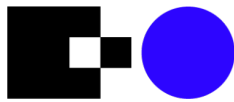
If no remedy or measure of damages is expressly provided by this CPA, liability shall be limited to direct actual damages only, and these shall be the sole and exclusive remedy.

Neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise.

It is the intent of the Parties that the limitations imposed by this section 5 on limitations be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive.

To the extent any damages required to be paid under this CPA are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise that obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

The Customer agrees that it shall, without limitation, be solely responsible for, and shall indemnify and hold the Broker harmless with respect to any third party claims or liability resulting from or in relation to:



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1. the breach by the Customer of any term of a Cloud Provider agreement; and
2. the use or misuse of the cloud services through the relevant Cloud Provider Accounts by the Customer or by any third party.

The Customer agrees that neither the Broker nor the Cloud Providers nor their licensors shall be responsible for any form of compensation, reimbursement, or damages howsoever arising in connection with: (a) Customer's inability to use any of the services, or a portion of any of the services, which includes the cloud services, including as a result of any (i) termination or suspension of the Customer's access to any or all of the services, (ii) Broker's or any Cloud Provider's or their licensor's discontinuation of any or all of the services, or, (iii) any unanticipated or unscheduled downtime of all or a portion of the services for any reason; (b) the cost of procurement of substitute services; (c) any investments, expenditures, or other similar undertaking by the Customer in connection with this agreement or Customer's use of or access to the services; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of the Customer's content or other data.

The limitations in this section 5 apply only to the maximum extent permitted by applicable law.

6 Events of Default

6.1 Definitions

An "Event of Default" shall mean, with respect to a party committing the Event of Default (the "Defaulting Party", with the other being the "non-Defaulting Party"), any of the following:

1. a Payment Event of Default in accordance with section 4.1;
2. for the Customer, a breach of the Plan Qualification Criteria as described in section 4.5;
3. for the Customer, a breach of section 4.6.1, where applicable;
4. for the Customer, the termination or suspension of the Customer's access to cloud services;
5. an Insolvency Event as defined in this section 6;
6. in respect of the Broker, and only applicable on a Cloud Provider by Cloud Provider basis, the removal of Broker as billing partner by the relevant Cloud Provider for the Customer's Cloud Provider Account(s) as a result of a material failure by the Broker to pay for all usage under the relevant Cloud Provider Account(s).

Defaulting Party is subject to an "Insolvency Event" if: a) it is, or is deemed for the purposes of English law to be unable to pay its debts as they fall due; b) by reason of actual or anticipated financial difficulties, it commences negotiations for any composition, compromise, assignment or arrangement, with any creditors with a view to rescheduling any of its indebtedness; or c) there is appointment of a liquidator, receiver, administrator or other similar officer in respect of the Defaulting Party or any of its assets.

6.2 Actions upon an Event of Default

If an Event of Default has occurred and is continuing, the non-Defaulting Party, upon written notice to the Defaulting Party, may, in addition to any remedy available at law or in equity, exercise any or all of the following:

1. removal of Broker as billing partner for some or all of the Customer's Cloud Provider Accounts, such that the Customer will regain the obligation to pay Cloud Provider(s) directly under Customer's Cloud Provider agreement(s) followed by,
2. immediate termination of this CPA including any effective Service Plan Schedules (which includes any Service Plan Schedule incorporated documentation).



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An Event of Default shall not excuse any Party from payment of any amounts outstanding and the non-Defaulting Party may assign all or any part of its right to receive such amounts to any third party, including, without limitation, debt collection agencies.

6.3 Specific Actions if Customer is the Defaulting Party

If the Customer is the Defaulting Party, the Broker shall immediately have the right to effect termination or suspension of the services (which includes, for the avoidance of doubt, the cloud services).

The Broker shall also have the right, but shall not be obliged, to notify the Cloud Provider(s) of the Event of Default, such that the Cloud Provider(s) can also take any action the Cloud Provider(s) may have a right to under any Cloud Provider agreement(s) with the Customer, at its sole discretion, including, where applicable, the right to terminate for convenience, thus terminating the Customer's future use of the cloud services.

The Broker may also invoice any sums due beyond the date of the Event of Default, and such sums shall immediately on invoice become due and payable by the Customer.

Effect of suspension: In addition to any other rights or remedies in this CPA (including in any Service Plan Schedules), should the Customer's right to access or use any portion or all of the services (which includes the cloud services) be suspended: (a) Customer remains responsible for all fees and charges Customer incurs during the period of suspension; and (b) Broker may terminate this CPA (including any effective Service Plan Schedules) immediately upon written notice to the Customer.

7 Miscellaneous

7.1 Term of the CPA and Service Plan Schedules

This CPA and/or any Service Plan Schedules shall remain in effect until terminated i) in accordance with section 6, or ii) in the case of any effective Service Plan Schedules, by the serving of notice by either Party in accordance with the terms of the Service Plan Schedule, or iii) in the case of the CPA, only if there is no effective Service Plan Schedule, by either Party upon thirty (30) calendar days' prior written notice; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this CPA that by its terms survives any such termination. Following termination, the Broker shall remove itself as billing partner for all Cloud Provider Accounts, as described in the applicable Service Description. The Customer shall comply promptly with any request made of it to enable such removal.

7.2 Representations and Warranties

On the Effective Date, each Party represents and warrants to the other Party that it enters into this CPA in connection with the conduct of its business and is a commercial consumer of cloud services. Further, it is acting for its own account, has made its own independent decision to enter into this CPA, and as to whether this CPA is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and any risks of this CPA. Each Party warrants that the person signing this CPA, and any Commitment Letters (as defined in any applicable Service Plan Schedules), has all authority necessary to bind the Party and is the appropriate designated person to sign this CPA, and any Commitment Letters (if any).



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7.3 Assignment

Neither Party shall sell, assign or dispose of its interest in, or rights under, this CPA, in whole or in part, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed, provided that the Broker may transfer its interest in this CPA to an affiliate or third party financier without such consent being required.

7.4 Press Releases, Use of Customer's Name and Logos

Neither Party shall issue any press release, nor respond to any requests for information, or other questions or interest from any media organization relating to this CPA or any matters related thereto without first discussing with, and obtaining the prior written consent of, the other Party.

Subject to the Broker obtaining the Customer's prior written consent, the Customer agrees to work with the Broker to produce a case study (in written or video format) that describes, for example, the Customer's use of the services. Where the Parties agree to produce a case study, the Parties shall endeavor to complete the case study within sixty (60) calendar days. The Broker shall obtain the Customer's approval (not to be unreasonably withheld or delayed) on the final form and presentation of the case study.

The Broker shall not use the Customer's name or logos for advertising, publicity, promotional or other marketing purposes without first obtaining the Customer's prior written consent. Where the Customer agrees to the Broker using its name or logos under this clause, the Customer grants to the Broker a non-exclusive, worldwide, royalty-free right and license to use the Customer's company name and logos (provided promptly by Customer to Broker upon Broker's request) to identify the Customer as a customer of the Broker in the Broker's advertising, publicity, promotional or other marketing activities. The Broker shall follow any branding guidelines or reasonable written instructions issued by the Customer in relation to the use of its company name and logos.

Any licenses granted under this section shall survive after the term of this CPA. The Broker may, after the expiry or termination of this CPA, continue to use the Customer's company name and logos in the Broker's advertising, publicity, promotional or marketing items, including, for example, the Broker continuing to use the approved case study on the Broker's Web Site at <https://strategic-blue.com>, unless the Customer terminates this surviving license by giving the Broker thirty (30) calendar days' written notice.

7.5 Severability

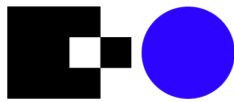
Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change shall not otherwise affect the remaining lawful obligations that arise under this CPA; and provided, further, that if a regulatory event occurs, the Parties shall use their best efforts to amend this CPA in order to give effect to the original intention of the Parties.

7.6 Amendments

No amendment to this CPA shall be enforceable unless agreed in writing.

7.7 No Third Party Beneficiaries

A person who is not a Party to this CPA shall not have any rights under or in connection with it or them.



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7.8 Waiver

No single or partial exercise of any right or remedy provided under this CPA or by law shall preclude or restrict the further exercise of that or any other right or remedy.

7.9 Survival of Terms, and Binding Effect

Any provision of this CPA 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. The covenants and conditions contained in this CPA shall apply to and bind the successors, representatives and permitted assigns of the Parties hereto.

7.10 Counterparts and Signatures

This CPA may be executed, including through electronic signature, in any number of counterparts, each of which shall be deemed an original, and which taken together shall constitute one single agreement between the Parties.

7.11 Confidential Information

Subject to the terms of any ongoing non-disclosure/confidential disclosure agreement between the Parties, which shall take priority over this clause in the event of any conflict:

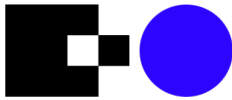
1. The Parties shall keep confidential all information which is identified as confidential or is obviously confidential by its nature, save that they may disclose such information to their employees, officers, representatives, contractors, subcontractors or professional advisors who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under this CPA and who owe a duty of confidentiality to the Party or to the extent such disclosure is required by law or by a regulatory body. The Broker may also disclose such information to Cloud Provider(s) as set out in this CPA, for example if such information has relevance to Broker's notification to Cloud Provider(s) of a Customer Event of Default.
2. Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this CPA.
3. Each Party reserves all rights in its confidential information. No rights or obligations in respect of a Party's confidential information other than those expressly stated in this CPA are granted to the other Party or are to be implied.

7.12 Intellectual Property Rights

The Customer acknowledges and agrees that the Broker and/or its licensors own all intellectual property rights in the services that the Broker provides under this CPA. The Customer is not granted any rights to, or in, any intellectual property or any other rights or licenses in respect of the services, including, for the avoidance of doubt, any deliverables, provided by the Broker.

7.13 Force Majeure

Neither Party shall be under any liability to the other for damage, delay or any other matter arising out of war, rebellion, terrorism, civil disturbance, strikes, lock outs and industrial disputes, fire, explosion, earthquake, Acts of God, pandemic, epidemic or pandemic, flood, drought, or other act or order by any government body, agency or authority ("Force Majeure") provided always that both Parties shall use all reasonable endeavors (but without an obligation to incur cost) to minimize the period of disruption caused by Force Majeure. As at the Effective Date neither Party is aware of any



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Force Majeure that would currently, or reasonably foreseeably, prevent either Party's performance under this CPA.

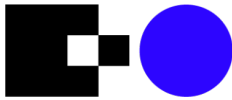
7.14 Governing Law, Jurisdiction and Venue

This CPA, and the rights and duties of the Parties under this CPA, shall be governed by and construed, enforced and performed in accordance with the laws of England & Wales. The Parties agree to submit to the exclusive jurisdiction of the English courts.

8 Signature Block

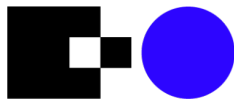
IN WITNESS WHEREOF, the Parties hereto acknowledge that they have read, understand and agree to the Terms and Conditions, and have executed and delivered this CPA as of the Effective Date.

STRATEGIC BLUE SERVICES LIMITED ("Broker")		[CUSTOMER NAME] ("Customer")	
By		By	
Name	Dr James Mitchell	Name	Name
Title	Director and CEO	Title	Title



**SCHEDULE A:
THE ACCELERATE SERVICE PLAN**

“Not Used”



SCHEDULE B: THE AUTOMATE SERVICE PLAN

Introduction

The Automate Service Plan enables customers to achieve Cloud Provider/Amazon Web Services (“AWS”) cloud services cost savings. The Broker analyzes the Customer’s AWS Cost and Usage Report, acts on opportunities, and manages risks on behalf of the Customer, so that the Customer can take advantage of savings available from AWS Reserved Instance and AWS Savings Plan commitments without the lock in of traditional approaches. The Broker provides its cloud financial operations rate optimization expertise in return for an agreed share of any Commitment Savings achieved (see Section 1.5 of this Service Plan Schedule).

This Service Plan Schedule sets out the specific terms of the Automate Service Plan. It incorporates the associated Service Description (see Section 1.2 of this Service Plan Schedule). For the avoidance of doubt, this Service Plan Schedule constitutes part of and is subject to the terms and conditions of the CPA. Terms used but not defined herein shall have the meanings ascribed to them in the main body of the CPA or in the Service Description.

Service Plan Schedule Effective Date (“Start Date”): The Start Date is the later of i) the Effective Date of the CPA, or ii) the date and time at which the Customer Cloud Provider Accounts have been registered under the Broker.

1 General Terms

1.1 Delivery Term

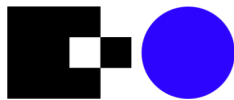
Subject to the termination provisions of this Service Plan Schedule, the Delivery Term of this Service Plan Schedule shall be a minimum of [thirty-six (36)] months from the Start Date. At any time after the first [thirty-three (33)] months from the Start Date either Party may give the other Party at least [three (3)] months’ written notice of termination of this Service Plan Schedule for convenience. Absent any such notice of termination for convenience, or any other notice of termination, the Delivery Term of this Service Plan Schedule shall continue until a notice of termination is duly given under this Service Plan Schedule.

Under this Service Plan Schedule, “Commitment” means AWS Reserved Instances and/or AWS Savings Plans purchased by the Broker on behalf of the Customer during the Delivery Term, as detailed in the Service Description.

This Service Plan Schedule can be terminated for convenience by either Party during the delivery term of any Commitment.

1.2 Cloud FinOps Services level of service

During the Delivery Term the Customer will receive Cloud Financial Operations Services in the Automate plan (with cloud resale) as described in the [Service Description](#), which is incorporated by reference.



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Core Services and Additional Services are detailed in the Service Description. The list of AWS services defined as Core Services pursuant to this Service Plan Schedule may be modified or expanded from time to time as determined appropriate by the Broker.

Any conflict or inconsistency between any provisions of applicable documents shall be resolved in accordance with the following order of precedence, i) this Service Plan Schedule, ii) the main body of the CPA, iii) the Service Description (as far as it relates to the services).

1.3 Billing

The Broker shall invoice the Customer for the Customer's AWS cloud services usage, after factoring in the Commitment Savings Sharing (see section 1.5) and any other relevant discounts (for example any AWS Private Pricing Service Plan Schedule (PPA) (aka the AWS Enterprise Discount Program (EDP) where any such PPA/EDP for the benefit of the Customer is accepted as allowable under this Service Plan Schedule by the Broker, in its sole discretion, taking into account the relevant (with cloud resale) Plan Qualification Criteria in the Service Description).

The Customer shall make electronic payment of the amount of any invoice in accordance with the terms and conditions for billing and payment in the main body of the CPA.

1.4 Commitments, Commitment Holding Accounts, Commitments Terms and Conditions

During the Delivery Term the Broker shall, as relevant, purchase, sell, and exchange Commitments with AWS on behalf of the Customer with the aim of delivering savings to be shared between the Parties (see section 1.5). Any Commitments purchased pursuant to this Service Plan Schedule shall be registered in Commitment Holding Accounts, as detailed in the Service Description.

1.5 Commitment Savings Sharing

"Commitment Savings" are made when the net effect of Commitments is a lower overall cost relative to AWS On Demand prices. When such savings are made, the Broker's *standard model* for savings sharing, for both Core Services and Additional Services, is 25% of the Commitment Savings achieved, the Customer gains 75%. The sharing of savings is termed "Commitment Savings Sharing".

The following Commitment Savings Sharing shall apply for both Core Services and Additional Services under *this* Service Plan Schedule:

[For use if the *standard model* is applied throughout:

- A. For the Broker 25%, for the Customer 75%

If there are no Commitment Savings in a month no share of savings shall be payable to the Broker for that month.

1.6 Cost Savings through Upfronting

As detailed in the Service Description, the Customer may optionally provide an upfront budget to the Broker, and the Broker may use some or all of that budget to try and increase savings when the Broker deems beneficial. Any upfront budget from the Customer shall be agreed in writing between the Customer and the Broker.



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1.7 Additional Provisions

1. The Broker and the Customer shall work together to ensure the Broker's capability to deliver the Services, in all applicable AWS Regions; and
2. Service Control Policies shall be applied to block existing AWS accounts from buying AWS commitments.

2 Special Conditions that apply to the Automate Service Plan

2.1 Payment Default

Without prejudice to any other right or remedy that it may have, including for example the provisions for Late Payment in the main body of the CPA, if the Customer is late in making payment of any amount due under this Service Plan Schedule or under any invoice delivered by the Broker in connection with this Service Plan Schedule (also termed a "Payment Event of Default"), then:

- i. The Broker may suspend its obligations under this Service Plan Schedule, including all or part of the Services in respect of other transactions until payment has been made in full;
- ii. All other sums due to the Broker under this Service Plan Schedule shall immediately become due and payable.

2.2 Customer Default

In addition to the provisions for Events of Default in the main body of the CPA, and without prejudice to any other right or remedy that it may have, where the Customer:

- i. breaches any terms of its AWS agreement which is directly relevant to the performance of obligations under this Service Plan Schedule, and such breach has not been cured within any applicable cure period; or
- ii. fails to provide the Broker with required access (section titled "Security – With Cloud Resale" in the Service Description), or withdraws required access from the Broker during the Delivery Term; or
- iii. by single or cumulative actions reduces the Committable Usage of Core Services in the AWS Payer Account (section titled "Usage forecasts" in the Service Description) by more than fifty percent (50%) of the expected usage; or
- iv. has three (3) occurrences of Unnotified Material Change in Committable Usage (section "Usage forecasts" in the Service Description) in any twelve (12) consecutive months; or
- v. causes the Broker to terminate under Section 2.5 "Early Termination"; or
- vi. Intentionally provides materially inaccurate, and/or materially incomplete, and/or materially untimely, financial information under Section 2.9 "Financial Information",

(each also a "Customer Event of Default"), the Customer shall be liable to pay Broker such reasonable costs, charges or losses Broker incurs as a result.

2.3 Events of Default

In addition to the provisions for Events of Default in the main body of the CPA, and without prejudice to any other right or remedy that it may have, an "Event of Default" under this Service Plan Schedule shall mean, with respect to a "Defaulting Party", any of the following:

- i. a Payment Event of Default in accordance with Section 2.1 "Payment Default";



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- ii. a Customer Event of Default in accordance with Section 2.2 “Customer Default”;
- iii. a breach by either Party of any of its obligations under this Service Plan Schedule (other than a Payment Event of Default, or a Customer Event of Default) that has not been cured within fifteen (15) calendar days of written notice of such breach.

2.4 Actions Upon An Event of Default

Without prejudice to any other right or remedy that it may have, including for example the provisions for Actions Upon An Event of Default and Specific Actions if Customer is the Defaulting Party in the main body of the CPA, if any Event of Default has occurred and is continuing under this Service Plan Schedule, the non-defaulting Party, upon written notice to the defaulting Party, may exercise any remedy available at law or in equity, including immediate termination of this Service Plan Schedule (and the CPA, as relevant).

2.5 Early Termination

In addition to any other rights of termination in this Service Plan Schedule and/or in the main body of the CPA, in the event the Broker realizes zero (0) share of savings for three (3) consecutive months during the Delivery Term of this Service Plan Schedule the Broker may terminate this Service Plan Schedule (and the CPA as relevant), without liability to the Customer, upon ninety (90) days' prior written notice to the Customer.

2.6 Rights Upon Expiration or Termination

In addition to any other rights arising upon or surviving the expiration or termination of this Service Plan Schedule and/or the main body of the CPA, beyond any such expiration or termination, the Customer shall bear sole and complete responsibility for any costs, financial savings or losses associated with any Commitment Holding Accounts under the Customer's ownership.

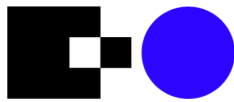
2.7 Change In AWS' Product Offering

In the event that AWS changes in any material respect its commitment-based savings product offering that forms the basis of the Broker's Automate Service Plan, such that the Broker can no longer support its commitment strategy contemplated by this Service Plan Schedule in respect of such services, the Broker reserves the right to withdraw its obligations under this Service Plan Schedule and the CPA immediately, without liability to the Customer, upon giving written notice to the Customer thereof.

2.8 Effect Of Termination

The effect of termination of this Service Plan Schedule, whether for cause or convenience, shall be as follows:

- i. The Commitment Savings Sharing arrangements shall cease to apply, with the exception that any payments due under those arrangements prior to, upon, and including the date of termination, shall be made in accordance with the terms and conditions for billing and payment.
- ii. The Broker shall cease providing the services, and the Customer shall pay all amounts and taxes due to the Broker pursuant to this Service Plan Schedule and/or the main body of the CPA, in accordance with the provisions for billing and payment.
- iii. In relation to any Commitments that continue to deliver beyond the termination date, the remaining pro-rata portion of any upfront amounts post the termination date relating to



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Commitments paid for by the Customer to the Broker, or by the Broker to AWS, shall be settled appropriately between the Parties. The result of this settlement shall be that the pro-rata upfront amount is paid for by the Party benefiting from those upfront Commitments post termination

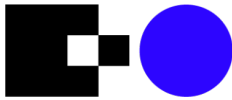
- iv. In the event that termination is for convenience, or is due to default, of the Customer, the Customer shall, in addition to any other amounts due under this Service Plan Schedule and/or the main body of the CPA, pay the Broker, in accordance with the provisions for billing and payment, the monetary value of a multiple of twelve (12) times the Commitment Savings Sharing amount payable to the Broker in the calendar month immediately prior to the date of termination. If such monetary value is negative, the amount thus payable shall be zero.
- v. In the event that termination is due to default of the Customer, the Customer shall, in addition to any other amounts due under this Service Plan Schedule and/or the main body of the CPA, pay the Broker, in accordance with the provisions for billing and payment, the monetary value of the Commitment Savings Sharing amount that would have become due to the Broker after the date of termination from any remaining Commitments (assuming full usage) for the shorter of any remaining delivery term of any such Commitments or the remaining Delivery Term of this Service Plan Schedule. If such amount is negative, the amount thus payable shall be zero.

2.9 Financial Information

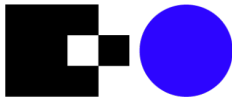
At any time during the Delivery Term of this Service Plan Schedule, the Broker may request from the Customer the Customer's latest financial information, to include the Customer's most recent management accounts including profit and loss, balance sheet and cash flow, and latest financial forecast, for the Broker's review and confirmation in support of the Broker's credit checking processes. The Parties agree to act reasonably and in good faith in including any required additional credit wording provisions to this Service Plan Schedule, should further additional arrangements be deemed necessary, as a result of any financial information disclosed by the Customer.

2.10 Additional Rights: Pricing, Termination and Suspension of AWS Cloud Services

Notwithstanding the Broker's rights in the main body of the CPA, including for example, the provisions for Late Payment, and for Events of Default, and rights elsewhere in this Service Plan Schedule, in the event of: i) late and/or incomplete payment of any monthly invoice by the Customer, including, for example, monthly payments being made after the end of the Payment Period but before the end of the fifth (5th) calendar day following the end of the Payment Period, and/or ii) the Customer persistently incurs higher than expected AWS cloud services usage and/or fails to pay in full by the end of the Payment Period, any additional invoice raised by the Broker due to the Customer's aggregate usage of AWS cloud services having exceeded the Invoice Limit, the Broker shall have an immediate right, without liability to the Customer, to withdraw any pricing and/or savings benefit gained by the Customer hereunder such that AWS public On Demand prices apply to all AWS cloud services usage for the duration of any payment arrears, and/or to notify AWS to take any action that AWS may have a right to under any AWS agreement(s) with the Customer, to stop further costs being incurred by the Customer, which may include termination or suspension of the AWS cloud services.



SCHEDULE C:
MULTI-CLOUD SERVICE PLAN
(Google, or Microsoft Azure, or IBM, or Challenger Cloud)
“Not Used”



SCHEDULE D: TECHNICAL ACCESS

This schedule explains the extent to which the Broker has access (if any) to any Customer systems or data when delivering any of the Broker's services under this CPA.

For the avoidance of doubt, the registration of the Customer's service (via, for example and as relevant, AWS Organization Account Consolidation request(s), Microsoft Azure Tenancy Association and Subscription provision(s), or Google Cloud Billing Entity per Project) provides no access to the Customer's end user data within these structures, and the Broker does not require such access for its day-to-day operations.

A.1. Technical Access

As part of the Broker's services, the Customer may be receiving one-off or periodic assessments of the Customer's cloud procurement. The Customer will have provided the Broker with access to the Customer's billing data for this, and the Customer will have done this consciously and proactively by providing access through the Cloud Provider's Identity and Access Management ("IAM") service. In this regard, the Broker would be acting as a subcontractor to the Customer, and the terms governing the Broker's use of the Customer data can be found at:

<https://strategic-blue.com/strategic-blue-terms-of-use/>

The Broker will have access to highly granular usage metadata, including details of any tags that have been used to associate usage of particular resources with, for example projects, owners. The Broker will also have access to information about any long-term commitments (for example "Reserved Instances") the Customer may have previously made regarding future usage of particular cloud resources.

Any other access that is possible (but is generally not used, except with specific customer authorization) comes as a result of the permissions afforded to billing partners by Cloud Providers. These are subject to change; however, the Broker aims to keep the following Broker webpage up to date with the latest arrangements for Broker's primary supported Cloud Providers. Others are available upon request.

<https://strategic-blue.com/security-posture/>



SCHEDULE E: CLOUD PROVIDER REQUIRED TERMS

In order to act as a billing partner of cloud services, most Cloud Providers require the Broker to ensure that the Customer is in agreement with the respective Cloud Provider's own terms and conditions, which are subject to change at the Cloud Provider's discretion. These at least cover an Acceptable Use Policy, but there can be other terms too. Cloud Provider Required Terms are generally identical to those offered by the Cloud Providers directly to customers.

By entering into this CPA, the Customer confirms that it accepts and shall be bound by the relevant Cloud Provider Required Terms for the relevant cloud services.

Weblinks to Cloud Provider Required Terms can be found for each Cloud Provider here:

<https://strategic-blue.com/cloud-provider-required-terms/>