

CUTOVER CONNECT™ TERMS

Capitalised terms used in these Cutover Connect Terms not otherwise defined have the meaning given in the applicable Order Form or the Agreement.

1. USE, SCOPE & MAINTENANCE

1.1 Additional Definitions | As used in these Cutover Connect Terms, the capitalised terms below have the following meanings:

Cutover Connect means Cutover's proprietary software application which is a Java application deployed on premise offering secure connectivity between the Cutover Instance and Customer's enterprise systems.

Service Limits mean the service limits that apply to Customer's use of Cutover Connect as stated in the applicable Order Form.

1.2 Scope | In consideration of payment of the Charges set forth in the applicable Order Form and subject to the terms thereof and those of the Agreement, Cutover grants to Customer a non-transferable, non-sublicensable and non-exclusive licence for the Order Form Term to: (a) use and access Cutover Connect (subject to the Service Limits) solely for the purpose of enabling a secure tunnel between the Cutover Instance and the Cutover core application; and (b) use the Documentation for its internal business purposes in connection with its use of the Cutover Instance and Cutover Connect.

1.3 Use Restrictions | Customer acknowledges and agrees that:

- (a) unless and only to the extent Cutover has given prior written consent, Cutover Connect may be used only whilst Customer remains a customer of Cutover and there is a Subscription Order Form in effect between the Parties;
- (b) Cutover Connect may only be used in connection with the Services purchased by the Customer and in accordance with any applicable Documentation, for Customer's internal business purposes, and subject to these Cutover Connect Terms and the terms of the Agreement;
- (c) its receipt and use of Cutover Connect remains subject to the terms that apply generally to Services and Ancillary Software in the Agreement, including (without limitation) Clause 2.6(c) of the Service Terms (Usage Restrictions);
- (d) it may not directly or indirectly (and will not allow or facilitate any third party to): (i) use Cutover Connect in a manner that adversely impacts the functionality or performance of the Services and, should Customer do so, Cutover shall not be liable or responsible for the resulting loss of functionality and/or performance of all or any of the Services; (ii) use Cutover Connect other than as expressly permitted in these Cutover Connect Terms without the prior written consent of Cutover.

1.4 Monitoring | Cutover maintains the right, in its sole discretion, to monitor Customer's use of Cutover Connect, including, but not limited to, billing and account management.

1.5 Maintenance | Cutover shall make Cutover Connect Maintenance Releases available to Customer no later than such releases are generally made available to its other customers. "**Cutover Connect Maintenance Releases**" means a release of Cutover Connect that corrects faults, adds functionality or otherwise amends or upgrades Cutover Connect. Customer shall remain responsible for the download and implementation of all Cutover Connect Maintenance Releases. Customer acknowledges it must download and implement all Cutover Connect Maintenance Releases within a reasonable period of time from their release, but in no event more than six (6) weeks after their release. Cutover shall support the current version of Cutover Connect and the version immediately prior (two (2) versions in total), but in no event shall Cutover support any earlier Cutover Connect versions or instances, and hereby expressly disclaims any and all warranties and representations associated with all unsupported versions. Cutover shall not be liable or responsible for the resulting loss of functionality and/or performance to the Services in whole or part arising out of or in connection with Customer's use of any unsupported Cutover Connect version.

1.6 Cutover Connect Consulting Days | If stated in the applicable Order Form, Cutover will provide Customer with the stated number of consulting days for the specific purpose of assisting Customer Personnel with implementation, set-up and management of Cutover Connect ("**Cutover Connect Consulting Days**"). In no event does the purchase of Cutover Connect or the Cutover Connect Consulting Days provide Customer with any additional implementation, build, or other such Professional Services in relation to any other parts of the Services. Upon execution of the applicable Order Form, Cutover will propose a timeline for the Cutover Connect Consulting Days and overview of the topics that will be covered with Customer's nominated Personnel. Unless agreed to in Cutover's sole discretion, Cutover Connect Consulting Days are delivered on a remote-only basis. Should Cutover agree to delivering all or

some of the Cutover Connect Consulting Days in person, Customer shall reimburse Cutover for its reasonable travel and accommodation costs (at cost with no margin) in accordance with Customer's travel policy (provided it is made available to Cutover at the time of Customer's request for travel). Cutover shall invoice Customer for such costs and Customer shall pay such invoice within thirty (30) days of receipt.

2. RESPONSIBILITIES, REMEDIES & RIGHTS

2.3 **Remedies** | Without prejudice to its other rights and remedies under these Cutover Connect Terms or the terms of the Agreement, should the Customer use Cutover Connect other than as expressly permitted herein or use Cutover Connect in excess of Customer's purchased Service Limits, Cutover may, in its sole discretion, (a) suspend the Customer's access and use of Cutover Connect, on written notice with immediate effect; and/or (b) require Customer to pay, for broadening the scope of the licence granted under these Cutover Connect Terms to cover the unauthorised use, an amount equal to the Charges which Cutover would have levied (in accordance with its then current commercial terms) had it licensed any such unauthorised use on the date when such use commenced.