

VENDOR AGREEMENT MODULE  
CLOUD SERVICES: PSCS  
Applicable to Cloud Services only

**1. Cloud Services**

- 1.1. Vendor shall provide CWT and its Authorized Users with access to and use of Cloud Services in accordance with the terms of the Agreement.
- 1.2. CWT may access and upload CWT Data to the Cloud Services, if CWT is unable to access and/or upload CWT may direct Vendor to arrange uploading within a reasonable period of receipt.
- 1.3. If CWT wishes to remove or edit content or make changes to the Cloud Services and is unable to do so for technical reasons Vendor shall promptly comply with any written request by CWT.
- 1.4. If Vendor reasonably suspects CWT Data on the Cloud Services violates or infringes any applicable Laws, third party rights or Vendor acceptable use policy it may notify CWT with a request for CWT to take remedial action.
- 1.5. Upon receipt of clear and detailed takedown notice CWT shall rectify the issue promptly by amending content of Cloud Services as requested, to the extent possible with CWT's access / editing permissions.
- 1.6. CWT acknowledges that Vendor has no control over any content placed on the Cloud Services by Visitors and will not monitor the content of the Cloud Services.

**2. License**

- 2.1. License Grant. On the terms further defined below, Vendor hereby grants to CWT, exercisable by and through its Authorized Users, a non-exclusive, royalty-free, irrevocable, non-transferable, and non-sublicensable worldwide license for the term specified in the relevant SOW to:
  - 2.1.1. access and use Cloud Services on stand-alone basis or in conjunction / integration with other software, hardware, systems, networks, and services, for CWT's business purposes, including for Processing CWT Data;
  - 2.1.2. generate, copy, print, upload, download, store, and otherwise Process all graphical user interface, audio, visual, digital and other output, displays and other content as may result from any access to or use of Cloud Services;
  - 2.1.3. copy, print, download, modify (including improve or create derivate works of), display, and otherwise use any other Vendor Materials (including any Documentation that constitute Vendor Materials) to the extent necessary or useful for accessing or using Cloud Services;
  - 2.1.4. access and use Cloud Services for purposes of analysis, development, configuration, integration, testing, training, maintenance, support, and repair (which access and use will be without charge and not included for any purpose in any calculation of CWT's or its Authorized Users' use of Cloud Services, including for purposes of assessing any Fees or other consideration payable to Vendor or determining any excess use of the Cloud Services.

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- 2.2. Sublicense. CWT may sublicense its license its rights under this section to third parties to exercise, for CWT's benefit and on its behalf to the extent provided in the Agreement and SOW.
- 2.3. Transfer of Rights. CWT may transfer its license its rights under this section to third parties to exercise, for CWT's benefit and on its behalf to the extent provided in the Agreement and SOW.
- 2.4. License Restrictions. CWT shall not: (i) rent, lease, lend, sell, distribute, publish, or otherwise make available any Cloud Services or Vendor Materials to any third party, except as expressly permitted by the Agreement; or (ii) use or authorize the use of Cloud Services or Vendor Materials in any manner or for any purpose that is unlawful under applicable Law.
- 2.5. Limited Scope of License. With respect to any Cloud Services with a limited scope of usage (including as to the number of uses, users, machines, or locations) specified in an applicable SOW, CWT may use such Cloud Services in excess of such scope of usage. The Parties shall mutually agree on an equitable adjustment of Fees with respect to such Cloud Services to adjust for such increased scope of usage, in accordance with the pricing set forth in the applicable SOW. Such Fees, as adjusted, will be Vendor's exclusive remedy for such increased scope of usage.

### **3. Acceptance**

- 3.1. Within 30 calendar days after delivery of any Cloud Services and Documentation (as reasonably determined and confirmed by CWT), CWT may notify Vendor of CWT's determination that such Cloud Services and Documentation either conform or do not conform with Specifications and that such Cloud Services conform or do not conform with Documentation.
- 3.2. Without affecting any of CWT's other rights or remedies, in the event of CWT's rejection of any Cloud Services and Documentation, Vendor shall, at CWT's election and at no cost to CWT, promptly (a) re-perform, replace, or modify such Cloud Services and Documentation to conform in all respects with Specifications and such Cloud Services to conform in all respects with Documentation or (b) refund any amount CWT paid for such Cloud Services.
- 3.3. CWT may reject any Modification delivered by Vendor by written notice, within three months after CWT providing notice of acceptance of such Modification, if tests carried out by CWT establish on reasonable grounds that its use would result in any diminution of the performance or functionality of the Cloud Software. Upon such rejection, without affecting any of CWT's other rights or remedies, Vendor shall, at CWT's election and at no cost to CWT:
  - 3.3.1. Withdraw or, alternatively, correct and re-issue the Modification;
  - 3.3.2. In the case of a Maintenance Release, provide additional services as are required to rectify any defect in the Cloud Software that the Maintenance Release was intended to rectify; or
  - 3.3.3. In the case of a New Version, refund the entire amount CWT paid for such New Version.

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**4. Personnel**

- 4.1. Vendor shall appoint suitably skilled, experienced and qualified personnel, to perform or assist in performance of Cloud Services.
- 4.2. Subject to the request and prior written approval of CWT, Vendor shall appoint a suitably skilled, experienced and qualified Vendor service manager and a suitably skilled, experienced and qualified Vendor security officer to perform or assist in performance of Cloud Services.

**5. Representations and Warranties**

- 5.1. Vendor acknowledges that CWT has entered into the Agreement in reliance upon the Vendor's expertise in selecting and supplying Cloud Services to meet CWT's business requirements.
- 5.2. In addition to any representations and warranties otherwise made, Vendor represents and warrants to CWT that, as of the Effective Date and thereafter:
  - 5.2.1. Vendor Systems, Cloud Services, and Documentation are and will remain free of Harmful Code;

**6. Termination**

- 6.1. Upon the termination or expiration of the Agreement or any SOW applicable to Cloud Services:
  - 6.1.1. all licenses granted in relation to the terminated scope will immediately terminate;
  - 6.1.2. upon CWT's written request, Vendor shall:
    - 6.1.2.1. continue to retain CWT Data in relation to the terminated scope, or solely such specific databases or other collections or articles of such CWT Data as CWT may request, as though the Agreement and the SOW (as the case may be) were still in force, for a period to be agreed to by the Parties in writing, between 90 – 180 calendar days after the effective date of such expiration or termination; and
    - 6.1.2.2. immediately upon the conclusion of such CWT Data retention period, return such CWT Data to CWT Systems, taking all steps required or reasonably requested to make an orderly transition of such Cloud Services to the CWT Systems and to assist CWT and any of CWT's designees in migrating such CWT Data to the CWT Systems in both Vendor's data format and a platform-agnostic format; and
  - 6.1.3. CWT may continue to access and use such Cloud Services and all related Documentation and Vendor Materials for a period not to exceed 180 calendar days from the effective date of such termination or expiration, and, as applicable, the Term and/or SOW Term shall extend for the same period to permit such access and use.