SUBSCRIPTION AGREEMENT

Version 1.0 · Last updated May 15, 2026

This CloudOffix Subscription Agreement (the "**Agreement**") is between CloudOffix Inc., a Delaware corporation with its principal place of business at 6751 Columbia Gateway Drive, Suite 300, Columbia, Maryland 21046, United States ("**CloudOffix**"), and the customer identified in an Order Form ("**Customer**"). CloudOffix and Customer are each a "**Party**" and together the "**Parties**".

This Agreement governs Customer's subscription to and use of the CloudOffix Service. It takes effect when Customer accepts an Order Form that references it, by signing the Order Form, issuing a purchase order against it, or otherwise accepting it in writing (the "**Effective Date**"). The individual accepting on Customer's behalf represents that they are authorized to bind Customer.

An "**Order Form**" is a CloudOffix proposal, quote or online order accepted by Customer that describes the subscription, quantities, usage limits, fees and other commercial terms. Each Order Form forms part of this Agreement.

1. Definitions

1.1 "**Affiliate**" means an entity that controls, is controlled by, or is under common control with a Party.

1.2 "**Authorized User**" means an employee, student, contractor or agent of Customer whom Customer authorizes to use the Service under Customer's subscription.

1.3 "**Customer Data**" means all data, files and content that Customer or its Authorized Users submit to the Service, and all outputs generated from that data.

1.4 "**Documentation**" means CloudOffix's then-current user guides and technical documentation for the Service.

1.5 "**Fees**" means the fees stated in an Order Form.

1.6 "**Personal Data**" means any information relating to an identified or identifiable natural person.

1.7 "**Security Incident**" means unauthorized access to, or acquisition, use, disclosure, alteration or loss of, Customer Data.

1.8 "**Service**" means the CloudOffix cloud platform, modules and features listed in an Order Form, including updates CloudOffix makes generally available.

1.9 "**Professional Services**" means implementation, configuration, customization, training or other services listed in an Order Form or statement of work.

1.10 "**Subscription Term**" means the subscription period stated in an Order Form, including any renewals.

2. Subscription and Access

2.1 **Access right.** Subject to this Agreement and payment of the Fees, CloudOffix grants Customer a non-exclusive, non-transferable (except under Section 13.4) right, during the Subscription Term, for its Authorized Users to access and use the Service for Customer's internal business, educational and administrative purposes.

2.2 **Subscription limits.** Use is limited to the number of named users, modules and other quantities stated in the Order Form. Customer may add users or modules at any time at the rates in the Order Form, prorated to the end of the current Subscription Term. Added subscriptions end on the same date as the underlying subscriptions. Usage limits stated in the Order Form, such as storage, email credits or AI tokens, apply per month unless the Order Form states otherwise. When a limit is

reached, the affected feature may pause until the limit resets or Customer orders an add-on. CloudOffix will not charge for usage above a limit unless Customer has ordered it.

2.3 **Restrictions.** Customer will not, and will not permit others to: (a) sell, resell, sublicense or rent the Service to third parties; (b) reverse engineer or decompile the Service, except to the extent applicable law allows; (c) access the Service to build a competing product; (d) let one named user login be shared by more than one individual; (e) intentionally circumvent technical limits on the number of named users; or (f) access the Service to monitor its availability, performance or functionality for benchmarking or competitive purposes. Direct competitors of CloudOffix may not access the Service without CloudOffix's prior written consent.

2.4 **Permitted integrations.** Nothing in Section 2.3 restricts Customer from: (a) using single sign-on or other identity federation; (b) connecting the Service to Customer's other systems through CloudOffix's documented APIs, connectors or webhooks; (c) using integration or service accounts listed in the Order Form; or (d) using automated tools that follow the Documentation and any published rate limits.

2.5 **Professional Services.** CloudOffix will perform Professional Services as described in the applicable Order Form or statement of work. Customizations built for Customer are covered by Section 9.

2.6 **Changes to the Service.** CloudOffix may update the Service from time to time. CloudOffix will not make any change that materially reduces the core functionality, security or availability of the subscribed Service during the Subscription Term. CloudOffix will give at least 90 days' written notice before discontinuing a subscribed module. If a discontinuation materially affects Customer, Customer may terminate the affected Order Form by written notice.

2.7 **No reliance on future functionality.** Customer's purchases are not contingent on the delivery of any future functionality or features, or on any oral or written public statements by CloudOffix about future functionality or features.

2.8 **Beta Services and free trials.** CloudOffix may offer features designated as beta, pilot, preview or similar ("**Beta Services**") or a free trial. Customer may use them at its option. Beta Services and free trials are provided "as is" without warranty, are excluded from the service levels in Section 7, and may be changed or discontinued at any time. CloudOffix's total liability for Beta Services and free trials will not exceed US$1,000. Data entered during a free trial may be deleted at the end of the trial unless Customer purchases a subscription or exports it.

2.9 **Third-Party Applications.** The Service may interoperate with products or services provided by Customer or third parties, such as email, messaging, payment, AI or marketplace applications ("**Third-Party Applications**"). Customer's use of a Third-Party Application is governed by its provider's terms. CloudOffix does not warrant or support Third-Party Applications unless the Order Form says otherwise, and is not responsible for any disclosure, modification or deletion of Customer Data caused by a Third-Party Application or its provider. If a Third-Party Application stops being available or interoperating on reasonable terms, CloudOffix may stop providing the related integration features without liability, and will give Customer reasonable notice where practicable.

2.10 **AI features.** The Service may include features that use artificial intelligence ("**AI Features**"). Customer Data used by AI Features remains stored in Customer's CloudOffix database. To generate an output, AI Features send only the content needed for that request to third-party AI model providers acting as CloudOffix's subprocessors, under zero data retention terms: the providers do not retain Customer Data after processing the request and do not use it to train their models. Outputs generated by AI Features are Customer Data. Outputs may be inaccurate, and similar outputs may be generated for other customers. Customer is responsible for reviewing outputs before relying on them, and for configuring and supervising any automated actions it enables. Customer may disable AI Features at any time.

3. Customer Responsibilities

3.1 **Accounts.** Customer is responsible for its Authorized Users' compliance with this Agreement and for keeping login credentials confidential. Customer will notify CloudOffix promptly of any unauthorized use of an account it becomes aware of.

3.2 **Acceptable use.** Customer will not use the Service to: (a) violate applicable law or third-party rights; (b) upload malicious code; (c) send unsolicited bulk messages in breach of applicable law; (d) interfere with the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or other customers' data; or (f) use AI Features for automated decision-making with legal or similarly significant effects on individuals where prohibited by law, or without appropriate human review.

3.3 **Customer Data.** Customer is responsible for the accuracy of Customer Data and for having the rights and any required notices or consents to submit it to the Service.

3.4 **Suspension.** CloudOffix may suspend access of a specific user or feature only to the extent reasonably necessary to stop: (a) a breach of Section 3.2 that threatens the security or availability of the Service; or (b) use that violates law. CloudOffix will give prior notice where practicable, and otherwise prompt notice afterwards. It will limit the suspension to the minimum scope and duration needed, and restore access once the cause is resolved. Suspension for late payment is governed by Section 4.3.

4. Fees and Payment

4.1 **Fees.** Customer will pay the Fees stated in each Order Form. Subscription Fees are invoiced annually in advance unless the Order Form says otherwise. Professional Services Fees are invoiced as stated in the Order Form or statement of work. Fees are based on subscriptions purchased, not actual usage. Except as expressly stated in this Agreement, payment obligations are non-cancelable, Fees paid are non-refundable, and purchased quantities cannot be decreased during a Subscription Term.

4.2 **Payment.** Invoices are due within 30 days of receipt, in U.S. dollars, by bank transfer or another method agreed in writing. Customer may provide a purchase order number for inclusion on invoices; terms printed on a purchase order do not apply.

4.3 **Late payment.** If an undisputed invoice is more than 30 days overdue, CloudOffix may give written notice. If payment is not made within 15 days after that notice, CloudOffix may suspend the Service until payment is received. Customer may dispute an invoice in good faith by notifying CloudOffix before the due date; the Parties will work to resolve the dispute, and CloudOffix will not suspend the Service or charge interest over disputed amounts. Undisputed overdue amounts may accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower.

4.4 **Price changes.** Fees are fixed for the Subscription Term stated in the Order Form. CloudOffix may change Fees for a renewal term by giving written notice at least 60 days before the renewal; if Customer does not accept the new Fees, it may give notice of non-renewal under Section 5.2. Promotional or one-time pricing, and subscriptions whose quantity or length Customer reduces at renewal, renew at CloudOffix's then-current list price.

4.5 **Taxes.** Fees exclude taxes. Customer will pay applicable sales, use or similar taxes, except taxes on CloudOffix's income and any taxes from which Customer is exempt and for which it provides a valid exemption certificate.

4.6 **No other charges.** Customer owes no fees, overage charges or expenses other than those stated in an Order Form or in this Agreement, or agreed in writing.

5. Term and Termination

5.1 **Term.** This Agreement starts on the Effective Date and continues until all Order Forms have expired or been terminated.

5.2 **Renewal.** Unless the Order Form states otherwise, each Subscription Term renews for successive periods of 12 months unless either Party gives written notice of non-renewal (email is sufficient) at least 30 days before the end of the current term.

5.3 **Termination for cause.** Either Party may terminate this Agreement or an Order Form by written notice if the other Party: (a) materially breaches this Agreement and fails to cure the breach within 30 days after receiving written notice describing it; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings not dismissed within 60 days.

5.4 **Refund.** If Customer terminates under Section 5.3, or under Section 2.6, 6.6, 10.2, 11.3, 13.4 or 13.5, CloudOffix will refund any prepaid Fees covering the period after the termination date. If CloudOffix terminates under Section 5.3, Customer will pay any unpaid Fees for the period up to the termination date.

5.5 **Data export and deletion.** Upon Customer's request made within 30 days after expiration or termination, CloudOffix will make Customer Data available for export in a standard machine-readable format (such as CSV, XLSX or a database export) at no additional charge. After that period, CloudOffix will delete Customer Data from its production systems within 30 days, and from backups within its normal backup rotation of no more than 90 days, unless law requires otherwise.

5.6 **Survival.** Sections 4 (for amounts owed), 5.4–5.6, 6, 8, 9, 10.3, 11, 12 and 13 survive expiration or termination.

6. Customer Data, Privacy and Security

6.1 **Ownership.** As between the Parties, Customer owns all Customer Data. CloudOffix acquires no rights in Customer Data other than the limited right to process it to provide, secure and support the Service for Customer under this Agreement.

6.2 **Use limits.** CloudOffix will not sell Customer Data, use it for advertising, or use it to train artificial intelligence models offered to other customers. CloudOffix will access Customer Data only as needed to provide the Service, prevent or address technical or security problems, respond to Customer's support requests, or comply with law.

6.3 **Security.** CloudOffix will maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data, consistent with industry standards and as described in the Documentation. These safeguards include encryption of Customer Data in transit and at rest, and role-based access controls for CloudOffix personnel. On request, and no more than once a year, CloudOffix will provide a summary of its security certifications or a completed standard security questionnaire.

6.4 **Security Incidents.** CloudOffix will notify Customer without undue delay, and in any case within 72 hours, after confirming a Security Incident affecting Customer Data. The notice will describe the nature of the incident, the data affected, and the steps taken to contain it. CloudOffix will provide updates as material information becomes available, and will reasonably cooperate with Customer's investigation and with any notifications Customer is legally required to make.

6.5 **Data protection.** Each Party will comply with data protection laws that apply to it. Where CloudOffix processes Personal Data on Customer's behalf, the CloudOffix Data Processing Addendum published at cloudoffix.com/dpa, or any data processing addendum attached to the Order Form (the "**DPA**") applies. Changes to the DPA are governed by its terms.

6.6 **Data location and subprocessors.** Customer Data will be hosted in the region stated in the Order Form. CloudOffix will keep a current list of subprocessors at cloudoffix.com/dpa and will publish any addition or replacement at least 30 days before it takes effect, with email notice to customers who subscribe to updates. Customer may object on reasonable data protection grounds within 15 days after the change is published; otherwise the change is deemed accepted. If the Parties cannot resolve a timely objection within 30 days, Customer may, as its sole remedy, terminate the affected Order Form and receive a refund under Section 5.4.

6.7 **Legal requests.** If CloudOffix receives a subpoena or other legal demand for Customer Data, it will redirect the requester to Customer where possible and, unless legally prohibited, promptly notify Customer so it may seek a protective order.

7. Service Levels and Support

7.1 **Availability.** CloudOffix will make the Service available at least 99.9% of the time in each calendar month, measured as set out in Exhibit A.

7.2 **Maintenance.** Scheduled maintenance is excluded from the availability calculation if CloudOffix gives Customer advance notice of it. CloudOffix will schedule maintenance outside U.S. business hours where practicable.

7.3 **Service credits.** If availability falls below the commitment in Section 7.1, Customer is entitled to the service credits in Exhibit A, applied against Customer's next invoice, or refunded if no further invoice is due. Customer must request credits within 30 days after the end of the affected month. Credits for any month will not exceed 30% of that month's subscription Fees. Service credits are Customer's sole and exclusive remedy for failure to meet the availability commitment.

7.4 **Support.** CloudOffix will provide support at no additional charge by email, phone and ticket during business hours, with the response times in Exhibit A. CloudOffix monitors the availability of the Service 24 hours a day, 7 days a week. Customizations or new development beyond the Service as configured may require Professional Services agreed in writing.

7.5 **Backups and recovery.** CloudOffix will back up Customer Data daily and maintain a disaster recovery plan for the Service.

8. Confidentiality

8.1 **Definition.** "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential. Customer Data is Customer's Confidential Information. The terms and pricing of this Agreement are the Confidential Information of both Parties.

8.2 **Exclusions.** Confidential Information does not include information that: (a) is or becomes public through no fault of the receiving Party; (b) was known to the receiving Party without restriction before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed without use of the disclosing Party's Confidential Information.

8.3 **Obligations.** The receiving Party will: (a) use Confidential Information only to perform or exercise its rights under this Agreement; (b) disclose it only to its employees, contractors and advisers who need to know it and are bound by confidentiality obligations at least as protective as these; and (c) protect it with at least reasonable care.

8.4 **Compelled disclosure.** The receiving Party may disclose Confidential Information if required by law, including public records laws, provided it gives the disclosing Party prompt notice where legally permitted and discloses only what is required.

8.5 **Duration.** These obligations continue for five years after termination, and for Customer Data and trade secrets for as long as they remain confidential.

9. Intellectual Property

9.1 **CloudOffix property.** CloudOffix and its licensors own all rights in the Service, the Documentation, and the underlying software, including improvements. No rights are granted to Customer except those expressly stated in this Agreement.

9.2 **Customer property.** Customer owns Customer Data and its own trademarks, materials and pre-existing content.

9.3 **Configurations and customizations.** Customer owns its configurations, workflows, reports and templates to the extent they contain Customer Data or Customer materials, and may export them under Section 5.5. CloudOffix owns generic code, modules and tools it develops while performing Professional Services and grants Customer a right to use them as part of the Service during the Subscription Term, unless the Order Form or statement of work assigns ownership differently.

9.4 **Feedback.** Customer grants CloudOffix a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestions, enhancement requests or other feedback from Customer or its Authorized Users about the Service. CloudOffix will not identify Customer as the source of feedback or disclose Customer's Confidential Information in doing so.

9.5 **Publicity.** CloudOffix may identify Customer by name and logo as a customer on its website and in customer lists, unless Customer objects in writing; CloudOffix will stop such use within a reasonable time after an objection. A press release, case study or other publicity about Customer requires Customer's prior written consent. Customer may not use CloudOffix's trademarks without CloudOffix's prior written consent.

10. Warranties

10.1 **Mutual.** Each Party warrants that it has the authority to enter into this Agreement and will comply with laws applicable to its performance.

10.2 **CloudOffix warranties.** CloudOffix warrants that during the Subscription Term: (a) the Service will perform materially in accordance with the Documentation; (b) this Agreement and the Documentation accurately describe the safeguards CloudOffix applies to Customer Data, and CloudOffix will not materially decrease the overall security of the Service; (c) CloudOffix will not materially decrease the overall functionality of the Service, subject to Section 2.9; (d) it will use industry-standard measures to keep viruses and other malicious code out of the Service; and (e) Professional Services will be performed in a professional and workmanlike manner. If CloudOffix breaches this Section 10.2, it will, at its expense, correct the non-conformity. If it cannot do so within 30 days of notice, Customer may terminate the affected Order Form and receive a refund under Section 5.4. These are Customer's exclusive remedies for breach of this Section 10.2.

10.3 **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLOUDOFFIX DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, BUT THIS DOES NOT LIMIT SECTIONS 7 AND 10.2.

11. Indemnification

11.1 **By CloudOffix.** CloudOffix will defend Customer and its Affiliates, trustees, officers and employees against any third-party claim alleging that the Service, as provided by CloudOffix, infringes or misappropriates that third party's intellectual property rights, and will pay the damages, costs and reasonable attorneys' fees finally awarded or agreed in a settlement approved by CloudOffix in writing.

11.2 **Exclusions.** Section 11.1 does not apply to claims: (a) that do not state with specificity that the Service is the basis of the claim; (b) arising from Customer Data or Customer materials; (c) arising from modifications not made by or for CloudOffix; (d) arising from combination of the Service with software, hardware, data or processes not provided by CloudOffix, where the claim would not have arisen without the combination; (e) arising from a Third-Party Application (Section 2.9), Beta Services or free trials; or (f) arising from Customer's breach of this Agreement.

11.3 **Remedies.** If the Service is or is likely to become subject to an infringement claim, CloudOffix may, at its option and expense: (a) obtain the right for Customer to keep using it; (b) modify it to be non-infringing without material loss of functionality; or, if neither is commercially reasonable, (c) terminate the affected Order Form and refund prepaid Fees under Section 5.4.

11.4 **By Customer.** To the extent permitted by applicable law, Customer will defend CloudOffix against any third-party claim alleging that Customer Data, or Customer's use of the Service in breach of Section 3.2, infringes that party's rights or violates applicable law, and will pay the damages and costs finally awarded or agreed in settlement.

11.5 **Procedure.** The indemnified Party will: (a) give prompt written notice of the claim (delay excuses the indemnifying Party only to the extent it is prejudiced); (b) give the indemnifying Party control of the defense and settlement, except that no settlement may impose obligations or admit fault on the indemnified Party without its consent; and (c) provide reasonable cooperation at the indemnifying Party's expense.

11.6 **Exclusive remedy.** This Section 11 states each indemnifying Party's sole liability, and the indemnified Party's exclusive remedy, for the third-party claims it describes.

12. Limitation of Liability

12.1 **Exclusion of indirect damages.** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR REVENUE, EVEN IF ADVISED OF THEIR POSSIBILITY.

12.2 **General cap.** EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY.

12.3 **Basis of the bargain.** The Parties agree that the limitations and exclusions in this Section 12 are commercially reasonable, reflect the allocation of risk on which the Fees are based, and were relied on by each Party in entering into this Agreement.

12.4 **Excluded Claims.** "**Excluded Claims**" means: (a) a Party's indemnification obligations under Section 11; (b) a Party's gross negligence, willful misconduct or fraud; and (c) Customer's obligation to pay Fees owed. Excluded Claims are not subject to Sections 12.1 or 12.2.

12.5 **Application.** These limits apply to all claims, whether in contract, tort or otherwise, and do not limit liability that cannot be limited under applicable law.

12.6 **Time limit for claims.** No claim arising out of this Agreement, other than for non-payment or for infringement of a Party's intellectual property, may be brought more than one year after the claiming Party knew or should have known of it.

13. General

13.1 **Governing law.** This Agreement is governed by the laws of the State of Maryland, without regard to its conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

13.2 **Disputes.** The Parties will first try to resolve any dispute through good-faith discussion between senior representatives for at least 30 days. If unresolved, either Party may bring an action in the state or federal courts located in the State of Maryland, and each Party submits to their jurisdiction. Either Party may seek injunctive relief in any competent court to protect its Confidential Information or intellectual property.

13.3 **Notices.** Legal notices must be in writing and sent by courier, certified mail or email (with confirmation of receipt) to the addresses in the Order Form. Notices to CloudOffix must be copied to legal@cloudoffix.com.

13.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld. Either Party may assign this Agreement in its entirety without consent to an Affiliate or to a successor in a merger, acquisition, corporate reorganization

or sale of all or substantially all of its assets, provided the assignee assumes this Agreement in writing and the assigning Party gives prompt written notice. If a Party is acquired by, or sells substantially all of its assets to, a direct competitor of the other Party, the other Party may terminate this Agreement by written notice, and Section 5.4 applies.

13.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, such as natural disasters, war, terrorism, government action or widespread internet outages not caused by that Party. This does not excuse payment obligations, or CloudOffix's obligation to maintain the backup and disaster recovery measures in Section 7.5. If a force majeure event prevents performance for more than 30 days, either Party may terminate the affected Order Form, and Section 5.4 applies.

13.6 **Changes to this Agreement; waiver.** CloudOffix may update this Agreement by publishing a new version at cloudoffix.com/terms. A new version applies to Order Forms accepted after it is published, and to renewals that begin at least 30 days after CloudOffix notifies Customer of it by email. For the rest of a current Subscription Term, the version referenced in Customer's Order Form continues to apply. A version of this Agreement signed by both Parties may be amended only by a written document signed by authorized representatives of both Parties. A failure to enforce a provision is not a waiver.

13.7 **Order of precedence and entire agreement.** In the event of conflict, the following order applies: (a) a version of this Agreement signed by both Parties, if any; (b) the DPA, for matters of Personal Data; (c) the Order Form, only for the specific terms it expressly states override this Agreement; (d) this Agreement and its exhibit; (e) the Documentation. This Agreement, with its Order Forms, is the entire agreement between the Parties on its subject matter and supersedes prior agreements on that subject. Terms in a Customer purchase order, and click-through terms not issued by CloudOffix for the Service, do not apply, even if an Authorized User accepts them.

13.8 **Independent contractors.** The Parties are independent contractors. This Agreement creates no partnership, agency or employment relationship.

13.9 **Severability.** If any provision is held unenforceable, it will be enforced to the maximum extent permitted, and the remaining provisions remain in effect.

13.10 **Export and sanctions.** Each Party will comply with applicable U.S. export control and sanctions laws in connection with the Service.

13.11 **Counterparts.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

13.12 **Anti-corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment in the ordinary course of business are not restricted by this Section.

13.13 **No third-party beneficiaries.** There are no third-party beneficiaries under this Agreement.

EXHIBIT A: SERVICE LEVEL AGREEMENT

Availability calculation. Monthly availability = (total minutes in the month − Downtime minutes) ÷ total minutes in the month × 100. “Downtime” means minutes when Authorized Users cannot log in to or use the core functions of the Service, as measured by CloudOffix’s external monitoring or reasonably documented by Customer. Downtime excludes scheduled maintenance that meets Section 7.2, and outages caused by Customer’s systems, internet providers outside CloudOffix’s control, or force majeure events under Section 13.5.

Service credits

Monthly availability	Credit (% of monthly subscription Fees)
99.9% or higher	0%
99.5% to below 99.9%	5%
99.0% to below 99.5%	10%
95.0% to below 99.0%	20%
Below 95.0%	30%

Credits are subject to the request deadline and monthly cap in Section 7.3. CloudOffix will publish a monthly availability figure on request and post incident notices on its status page or by email.

Support response times

Priority	Description	First response	Target workaround or fix
P1 – Critical	Service unavailable or a Security Incident	1 business hour	4 business hours
P2 – High	A core function is impaired, no workaround	4 business hours	2 business days
P3 – Normal	Partial impairment, workaround exists	1 business day	5 business days
P4 – Low	Questions, minor issues, requests	2 business days	Next planned release

Business hours are 9:00 a.m.–6:00 p.m. U.S. Eastern Time, Monday to Friday, excluding U.S. federal holidays. Support channels are email, phone and the ticket portal, as listed in the Documentation. CloudOffix monitors Service availability 24×7 and continues work on P1 incidents until they are resolved or a workaround is in place.