



CONTRACTS & POLICIES

PCL One Cloud Services Agreement



STANDARD COMMERCIAL TERMS FOR PCL ONE CLOUD SERVICES

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This Agreement is intended for public distribution and sets out PCL One's standard commercial terms for Cloud Services. Customer-specific scope, fees, service levels and other transaction-specific terms are established through the applicable Order, Service Schedule, Data Processing Addendum and Service Specifications.

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This Agreement should be read together with the applicable Order, Service Schedule, Data Processing Addendum and Service Specifications.

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AGREEMENT STATUS

This is PCL One's standard public Cloud Services Agreement. Customer-specific commercial variables, service levels, service-specific commitments and jurisdiction-specific terms are set out in the applicable Order or Service Schedule.

1. Agreement framework and applicability

This PCL One Cloud Services Agreement (the "Agreement") is entered into between the PCL One contracting entity identified in the applicable Order ("PCL One", "we", "us" or "our") and the customer identified in that Order ("Customer", "you" or "your"). This Agreement sets out the standard terms that govern Cloud Services ordered from PCL One.

Contract structure

The contract for a Cloud Service consists of this Agreement, the applicable Order, any Service Schedule, the Data Processing Addendum, and the Service Specifications that are expressly incorporated by reference. Transaction-specific scope, subscription quantities, fees, service levels and customer-specific requirements should be stated in the Order or Service Schedule rather than hard-coded into this Agreement.

Contract element	Purpose
Agreement	Standard commercial terms governing the relationship.
Order	Customer, products, quantities, fees, term and transaction-specific terms.
Service Schedule	Service-specific scope, support profile, service levels, residency or operational variations.
Data Processing Addendum	Privacy and processing obligations for Personal Data.
Service Specifications	Published service descriptions, delivery, security, support and Trust Centre policies incorporated by reference.

Order of precedence

If documents conflict, the following order applies unless the applicable document expressly states otherwise: (a) the Data Processing Addendum for privacy and Personal Data matters; (b) the Order and any signed Service Schedule for transaction-specific terms; (c) this Agreement; and (d) the Service Specifications. A purchase order or procurement portal term does not amend the contract unless PCL One expressly accepts it in writing.

Service Specifications

Service Specifications may include the Cloud Hosting & Delivery Policy, Cloud Support Policy, Service Availability SLA, applicable service descriptions, and public Trust Centre policies. PCL One may update published Service Specifications to reflect changes in law, technology, security, service operation or industry practice. During a current subscription term, an update will not materially reduce the overall security or contracted availability of an in-scope Cloud Service except where reasonably necessary to address law, security, safety or an external dependency, and any customer-specific contractual rights remain governed by the applicable Order.

2. Services and authorized use

PCL One will make the Cloud Services identified in an Order available during the subscription period stated in that Order. Subject to the contract, Customer receives a limited, non-exclusive, non-transferable right to access and use the subscribed Cloud Services for its internal business operations and for the authorized business purposes described in the Order.

Customer may permit its employees, contractors and other authorized users to use the Cloud Services within the purchased scope. Customer is responsible for its users' compliance with the contract, for maintaining appropriate user authorizations, and for protecting customer-managed credentials, devices and identity-provider configurations.

No rights are granted except those expressly stated in the contract. Subscription metrics, environments, modules, storage, user quantities and other entitlements are governed by the applicable Order and Service Description.

3. Customer responsibilities and acceptable use

Customer is responsible for the lawful collection, accuracy and use of Customer Data; obtaining rights and notices required for Customer Data; configuring customer-controlled settings; maintaining customer-managed systems and integrations; and using the Cloud Services in accordance with applicable law and the contract.

Acceptable use

Customer and its users must not use the Cloud Services to violate law or third-party rights; introduce malicious code; materially interfere with service integrity; gain unauthorized access; perform unauthorized vulnerability, penetration or load testing; circumvent access or usage controls; or use the Cloud Services to provide an unauthorized service bureau or substantially similar resale service.

Security testing of PCL One-managed production environments requires prior written authorization unless an applicable Service Specification provides an approved testing process. PCL One may take proportionate action to protect the Cloud Services, Customer Data and other customers where misuse creates a material security or operational risk.

4. Fees, invoicing and taxes

Fees, currency, billing frequency, payment milestones and subscription quantities are stated in the Order. Unless the Order states otherwise, undisputed invoices are due within 30 days of invoice date. Customer will promptly notify PCL One of any good-faith invoice dispute and will pay the undisputed portion when due.

Fees are exclusive of applicable sales, use, value-added, goods and services, withholding or similar taxes unless the Order expressly states otherwise. Each party remains responsible for taxes imposed on its own net income. Where Customer is legally required to withhold tax, the parties will reasonably cooperate regarding valid tax documentation.

If use exceeds a purchased quantity or metric, Customer will work with PCL One to regularize the excess use through the applicable Order process. No usage expansion changes a contractual commitment unless documented in writing.

5. Ownership and Customer Data

Customer Data

As between the parties, Customer retains all right, title and interest in Customer Data. Customer authorizes PCL One and its approved subprocessors to host, copy, transmit, access and otherwise process Customer Data only as reasonably necessary to provide, secure, support and improve the contracted Cloud Services, and as otherwise permitted by the contract.

PCL One technology

PCL One and its licensors retain all right, title and interest in the Cloud Services, software, documentation, service configurations, templates, methods, know-how, improvements and related intellectual property, excluding Customer Data and Customer-owned materials.

Service telemetry and de-identified information

PCL One may use technical telemetry and aggregated or de-identified service information to operate, secure, measure and improve its services, provided such use does not identify Customer as the source and does not use Customer Data for a purpose prohibited by the applicable Data Processing Addendum or Service Specification.

6. Confidentiality

“Confidential Information” means non-public information disclosed by one party to the other that is identified as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Customer Data, non-public security information, pricing and non-public product information are Confidential Information.

Confidential Information does not include information that the receiving party can demonstrate: (a) is publicly available without breach; (b) was lawfully known without confidentiality restriction before disclosure; (c) was lawfully received from a third party without confidentiality restriction; or (d) was independently developed without use of the disclosing party's Confidential Information.

Each party will protect the other party's Confidential Information using at least reasonable care and will disclose it only to personnel, professional advisers and subcontractors who need it for the contract and are bound by confidentiality obligations. A party may disclose information where required by law, court or regulator, subject to legally permitted notice and reasonable cooperation.

These confidentiality obligations continue for five years after disclosure, except that Customer Data, trade secrets and information subject to a longer statutory or contractual protection requirement will remain protected for so long as that protection applies.

7. Data protection and security

PCL One will process Personal Data in accordance with the applicable Data Processing Addendum and will maintain administrative, technical and organizational safeguards appropriate to the contracted service and the nature of the data processed.

The following public policies may form part of the Service Specifications where applicable to the subscribed service: Security Incident & Breach Notification Policy; Data Retention, Backup & Secure Disposal Policy; Service Resilience & Recovery Policy; Subprocessor & Third-Party Services Policy; Privileged Support & Emergency Access Policy; and product-specific privacy or data-handling policies.

Security incident notification, subprocessor governance, privileged support access, backup handling, recovery objectives, data retention and secure disposal are governed by the applicable Service Specifications and any stricter obligation stated in the Order or Data Processing Addendum.

Customer remains responsible for customer-managed identities, permissions, endpoints, networks, integrations, notices and regulatory obligations that are allocated to Customer by law or the contract.

8. Service delivery, availability and support

Availability, recovery objectives, support hours, severity definitions, acknowledgement targets, maintenance treatment, exclusions and any service credits are governed by the applicable Service Availability SLA, Cloud Support Policy and Service Schedule.

PUBLIC BASELINE

A public Trust Centre or service policy may state a baseline objective. Customer-specific commitments, including any enhanced availability or Severity 2-4 response targets, apply only when stated in the applicable Order or Service Schedule.

PCL One may perform scheduled maintenance, security remediation, upgrades and service changes as reasonably required to operate and secure the Cloud Services. Where reasonably practicable, PCL One will provide advance notice of planned maintenance that is expected to cause a material service interruption.

PCL One may deploy patches, security fixes and service updates during the subscription term. Unless otherwise stated in the Order, subscription fees include generally available updates to the subscribed Cloud Service that PCL One makes available without a separate charge.

9. Third-party services and subprocessors

The Cloud Services may interoperate with third-party applications, identity providers, infrastructure, databases, communication services or other external services. Customer's use of a third-party service that it independently selects is governed by Customer's agreement with that third party.

Where PCL One engages a third party to process Personal Data on PCL One's behalf, that provider is governed by the Data Processing Addendum and the Subprocessor & Third-Party Services Policy. Provider applicability may vary by product, architecture, geography and enabled features, and a customer-specific schedule may identify the providers applicable to a particular deployment.

PCL One remains responsible for its contractual obligations when an approved subprocessor performs part of the Cloud Service on PCL One's behalf, subject to the terms and limitations of the contract.

10. Warranties and remedies

Each party represents that it has authority to enter into the contract. PCL One warrants that, during the applicable subscription period, it will provide the Cloud Services using commercially reasonable care and skill and in all material respects in accordance with the applicable Service Specifications.

If Customer reasonably believes that PCL One has materially failed to meet this service warranty, Customer will provide sufficient information for PCL One to investigate and remediate the deficiency. PCL One will use commercially reasonable efforts to correct or re-perform the affected Cloud Service.

If PCL One cannot materially correct a verified warranty failure within a commercially reasonable period, Customer may terminate the materially affected Cloud Service and receive a refund of prepaid fees allocable to the terminated period, subject to the applicable Order. Any SLA service-credit remedy applies separately as stated in the SLA.

Except for express warranties in the contract and to the maximum extent permitted by law, the Cloud Services are not warranted to be uninterrupted or error-free, and PCL One does not warrant that every Customer-specific requirement will be met unless it is expressly included in the Order or Service Schedule.

11. Suspension

PCL One may suspend access to all or part of a Cloud Service where reasonably necessary to address a material security threat; unlawful use; a material Acceptable Use violation; an emergency that threatens service integrity; or materially overdue undisputed fees after notice and an opportunity to cure where commercially and legally appropriate.

Where reasonably practicable and legally permitted, PCL One will provide advance notice, limit the suspension to the affected service or user, preserve Customer Data, and restore service promptly after the underlying issue is resolved. Suspension does not waive payment obligations for services properly provided before suspension.

12. Term, termination and exit

This Agreement applies while an Order referencing it remains in effect. Each Order begins and ends on the dates stated in that Order and renews only as stated in that Order.

Either party may terminate an affected Order for the other party's material breach if the breach is not cured within 30 days after written notice describing the breach, or within a longer cure period agreed in writing while cure efforts continue. A party may terminate immediately where continued performance is prohibited by law or where an applicable insolvency event permits termination by law.

On termination or expiry, Customer will pay undisputed amounts accrued through the effective termination date. Prepaid fees are non-refundable except where the contract expressly provides a refund or applicable law requires otherwise.

Data export and disposal

Customer may use supported export mechanisms during the subscription term. At end of service, PCL One will provide the export or transition window stated in the applicable Service Schedule or Data Retention, Backup & Secure Disposal Policy. After that period, remaining Customer Data will be securely deleted or rendered inaccessible subject to legal holds, documented backup cycles and other binding retention requirements.

Where requested and contractually included, PCL One may provide a secure-data-destruction confirmation or certificate identifying the scope and completion date of disposal.

13. Indemnification

PCL One will defend Customer against a third-party claim that Customer's authorized use of the PCL One-developed Cloud Service directly infringes that third party's patent, copyright or trademark, and will pay damages and reasonable costs finally awarded or agreed in a settlement approved by PCL One, provided Customer promptly notifies PCL One, gives PCL One control of the defense and settlement, and provides reasonable cooperation.

If an infringement claim is made or reasonably expected, PCL One may obtain the right for continued use, modify or replace the affected component with materially equivalent functionality, or terminate the affected component and refund prepaid fees for the unused terminated period if those alternatives are not commercially reasonable.

The foregoing obligation does not apply to claims caused by Customer Data, Customer instructions, unauthorized modification, use outside the contracted scope, combination with items not supplied or required by PCL One, or continued use of a superseded version after PCL One has made a non-infringing replacement available.

Customer will be responsible for third-party claims arising from Customer Data or Customer-provided materials where PCL One's authorized use of those materials to provide the Cloud Services infringes third-party rights, to the extent permitted by applicable law and any public-sector statutory limitations stated in the Order.

14. Limitation of liability

LIABILITY FRAMEWORK

Liability terms, including any aggregate cap and category-specific exceptions, form part of the customer-specific commercial terms stated in the applicable Order or Service Schedule. Nothing in this Agreement limits liability to the extent such limitation is prohibited by applicable law.

To the maximum extent permitted by law, neither party will be liable to the other for indirect, incidental, special, exemplary, punitive or consequential damages, or for loss of profits, revenue, goodwill or anticipated savings, except to the extent such exclusion is prohibited by law or the applicable Order or Service Schedule expressly provides otherwise.

The applicable aggregate liability cap and any category-specific caps, exclusions or exceptions are stated in the applicable Order or Service Schedule. Liabilities that cannot lawfully be limited remain unaffected.

15. Compliance and general terms

Compliance with law

Each party will comply with laws applicable to its performance under the contract. Customer is responsible for determining whether the standard Cloud Services, as configured and used by Customer, meet Customer-specific legal, records, employment, financial, industry or regulatory obligations unless PCL One has expressly accepted a particular requirement in the Order or Service Schedule.

Export controls and sanctions

Each party will comply with applicable export-control and economic-sanctions laws. Customer will not use the Cloud Services or permit access in a manner prohibited by applicable sanctions or export restrictions.

Force majeure

Neither party is responsible for delay or failure caused by an event outside its reasonable control, including natural disaster, war, terrorism, civil disorder, pandemic, widespread utility or telecommunications failure not caused by that party, or governmental restriction. The affected party will use reasonable efforts to mitigate the impact. This clause does not excuse Customer's obligation to pay amounts for Services already provided or PCL One's obligation to follow applicable disaster-recovery procedures.

Governing law and public-sector requirements

The governing law, venue and any public-sector statutory modifications are stated in the applicable Order. If an Order does not state them, they will be determined by the PCL One contracting entity and Customer contracting entity identified in the Order, subject to mandatory law. This approach allows PCL One to maintain jurisdiction-appropriate contract variants without changing the operational Service Specifications.

Notices

Legal notices must be in writing and delivered to the notice contacts stated in the Order or to an updated notice address formally provided by the receiving party. Operational notices, maintenance notices, support communications and policy-update notices may be delivered through the service portal, designated email contacts or other channels stated in the Service Specifications.

Assignment and subcontracting

Neither party may assign an Order or this Agreement without the other party's prior written consent, which will not be unreasonably withheld, except to an affiliate or in connection with a merger, reorganization or sale of substantially all relevant assets, provided the assignee assumes the assigning party's obligations and is not a direct competitor where that restriction is legally enforceable. PCL One may use subcontractors and subprocessors in accordance with the contract and remains responsible for its contractual obligations.

Independent contractors; no third-party beneficiaries

The parties are independent contractors. The contract does not create a partnership, joint venture, employment, fiduciary or agency relationship and, except where expressly required by law or stated in the contract, creates no third-party beneficiary rights.

Severability; waiver; entire agreement

If a provision is held unenforceable, the remaining provisions remain effective and the invalid provision will be interpreted or replaced to best reflect its intended lawful purpose. A waiver must be explicit and applies only to the specific instance. The Agreement, applicable Order, Service Schedule, Data Processing Addendum and incorporated Service Specifications form the complete agreement for the ordered Cloud Services and supersede prior proposals or representations concerning those Services.

16. Definitions

Term	Meaning
Cloud Services	The hosted software, platform, managed service or related cloud functionality identified in an Order.
Customer Data	Data, records, files, content and materials submitted to, stored in, generated through or processed by the Cloud Services on Customer's behalf, excluding PCL One service telemetry and PCL One-owned materials.
Data Processing Addendum / DPA	The data-protection terms governing PCL One's processing of Personal Data on Customer's behalf.
Order	An ordering document, order form, statement of work or other transaction document that identifies the Cloud Services purchased and references this Agreement.
Personal Data	Information relating to an identified or identifiable individual, or equivalent protected personal information under applicable data-protection law.
Service Schedule	A document containing service-specific scope, operational commitments, support profile, service levels, residency, retention or other customer-specific service terms.

Term	Meaning
Service Specifications	Published or customer-specific documents incorporated by reference that describe how the Cloud Services are delivered, supported, secured or operated.
Subprocessor	A third party engaged by PCL One to process Personal Data on PCL One's behalf in connection with the Cloud Services.
User	An individual or other permitted end user authorized by Customer to access or use the Cloud Services within the purchased scope.

17. Statement of changes

Effective date	Summary
6 October 2025	Initial publication of this Agreement.