

# CMS Terms and Conditions

## Who we are & how to contact us

<b>Service</b>	CloudAxis CMS (including cloudaxis.cloud, portal(s), APIs, agents, SDKs, and documentation). We.
<b>Contact</b>	<a href="mailto:support@cloudaxis.cloud">support@cloudaxis.cloud</a> +61 423 147 046
<b>Opening Hours</b>	Monday to Friday 09:00 to 17:00 AEST excluding public holidays.

## Plain English Summary

You need a valid license for the service to work, you're responsible for what happens when you are using the platform, don't misuse the service, pay your bills, we protect any of your data we store and expect you to protect data you store, we will fix anything in the software that should work and doesn't, uptime isn't guaranteed unless an SLA says so, liability is limited, and these terms can change.

When we refer to your data. We mean everything you have created in your CMS database instance.

## Acceptance of terms

By using the Service, you agree to these Terms on behalf of yourself or the entity you represent. If you use the Service for an organisation, you confirm you have authority to bind that organisation. If you do not agree, do not use the Service.

## Eligibility

You must be at least 18 years old and legally able to enter contracts. You must provide accurate registration information and keep it current.

## Accounts, security, and credentials

You are responsible for your account, Users, and Customer Data. You must maintain appropriate security (e.g., MFA, strong passwords, key/certificate management) and promptly notify us of unauthorised use. We may require or enforce security controls to protect the Service and other customers.

## License and access rights

Subject to these Terms and timely payment of Fees, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service for your internal business purposes during the license validity Term. Except as permitted by law, you must not: (a) reverse engineer, decompile, or create derivative works; (b) circumvent technical limits; (c) resell or provide the Service to third parties except as expressly authorised in writing; (d) use the Service for competitive analysis or benchmarking without attribution and prior written consent.

## Acceptable use

You must not use the Service to: (a) violate law; (b) infringe IP or privacy rights; (c) transmit malware, spam, or harmful code; (d) attempt unauthorised access; (e) overload or disrupt the Service; (f) store or process Prohibited Data where you lack legal basis; (g) create, train, or improve competing models/services using our outputs except as allowed by your plan or a separate agreement. We may revoke your license for violations with or without notice where immediate action is required to protect the platform or others.

## Customer Data & Privacy

Customer Data means any data, content, files, prompts, model inputs/outputs, logs, or metadata you or your Users submit to or generate via the Service. You retain ownership of Customer Data. We process Customer Data only to deliver and improve the Service, comply with law.

## Regional hosting & data residency

Where the Service offers region selection (including Azure Stack Hub or other on-prem/hybrid regions), we will store and process Customer Data in the selected region subject to platform capabilities and documented exceptions. Some telemetry, backups, or support diagnostics may be processed outside the selected region as described in the Documentation.

## Third-party platforms & connectors

The Service may interoperate with third-party services (e.g., Azure Stack Hub, Azure, AWS, CloudStack, Git providers, identity providers). Your use of third-party services is governed by their terms; we are not responsible for third-party services. We do not control their availability or security.

## Beta, preview, and experimental features

We may offer Beta or Preview features identified as such. They are provided **AS IS**, may change or be withdrawn, and may not be covered by support or SLA. Use them at your discretion and risk.



## Fees, billing, and taxes

You agree to pay the Fees described in your quote, portal, or invoice. Unless stated otherwise, Fees are exclusive of taxes, which you must pay where applicable. The CMS is licensed per year, per Azure Stack Region (single Azure Resource Manager Endpoint). Disputed amounts must be raised in writing within 14 days of invoice date. Late amounts may incur interest at the lesser of 10% per month or the maximum permitted by law, plus reasonable collection costs.

## Trials and free tiers

If you access the Service on a trial or free tier, we may limit features or usage. We may terminate or downgrade trials/free access at any time. Trials are **AS IS** with no warranties or SLA.

## Term, renewal, and termination

These Terms start when you first use the Service and continue while you have an active license. Licenses do not auto-renew and a new license must be purchased and installed annually. No termination notice is required. Either party may terminate for material breach not cured within 30 days of written notice. We may suspend or terminate immediately for (a) material AUP breach; (b) non-payment after notice; (c) legal or security risk.

## Effect of termination

Upon termination, the product will no longer be operational. All existing data stored within the client CMS data will still be available irrespective of license validity and service operational state. If the client CMS license is not renewed, is revoked or terminated, we will remove any client data subject to backup retention cycles and legal holds.

## Intellectual property

We and our licensors own the Service, software, documentation, logos, and all related IP. No rights are granted other than those expressly stated. You grant us a worldwide, royalty-free license to host, process, transmit, and display Customer Data as necessary to provide the Service.

## Feedback

You may provide Feedback. We may use it without restriction and without obligation to you, and it does not create any confidentiality obligation.

## Open-source software

The Service may include or link to OSS components under their respective licences. To the extent of any conflict, the OSS licence governs for that component.

## Confidentiality

Each party may receive Confidential Information from the other. The receiving party will use it only to perform under these Terms, protect it using reasonable care, and not disclose it except to personnel, affiliates, and subprocessors with a need to know who are bound by confidentiality obligations. Exclusions apply for information that is public, independently developed, or rightfully received from a third party.



## Security

We provide the Software only and are responsible for its code quality and security fixes. We have no standing access to your environment or data, and any temporary support access requires your written approval.

The customer controls and is solely responsible for their environment—all identity/RBAC and MFA, keys/secrets and certificates, networking and firewalls/WAF, OS/container/orchestrator configuration and patching, databases and storage, backups/restore and DR, monitoring/logging, incident response, capacity/HA, and legal/regulatory compliance. You must apply CloudAxis updates/patches promptly and validation is your responsibility before production deployment.

For clarity, unless covered by a specific agreement; CloudAxis does not operate, secure, or monitor your environment and is not liable for unauthorised access, data loss, outages, or vulnerabilities arising from your configurations, third-party components, or hosting platforms.

## Service levels and support

Unless an SLA is expressly provided, the Service is delivered on a commercially reasonable efforts basis with standard support during published support hours. Credits (if any) are your sole remedy for SLA breaches.

## Warranties and disclaimers

We warrant, we have the right to provide the Service and will provide it with reasonable skill and care. **Except as expressly stated, the Service, Documentation, and Beta features are provided “AS IS” and “AS AVAILABLE” without warranties of merchantability, fitness for a particular purpose, or non-infringement, and without any guarantees regarding accuracy of outputs, model behaviour, or results.**

## Indemnity

You will defend and indemnify us against third-party claims, damages, and costs (including reasonable legal fees) arising from: (a) your Customer Data; (b) your use of the Service in breach of these Terms or law; or (c) combinations of the Service with materials or processes not provided by us where the claim would not arise but for such combination. We will promptly notify you of the claim and cooperate at your expense.

## Limitation of liability

To the maximum extent permitted by law: (a) neither party is liable for indirect, consequential, special, exemplary, or punitive damages, or loss of profits, revenue, goodwill, or data; (b) each party's total aggregate liability under these Terms is limited to the amounts paid by you to us for the Service giving rise to the claim in the 12 months preceding the event. **These limits do not apply to your payment obligations or a party's breach of confidentiality or IP infringement indemnity obligations.**

## Export controls and sanctions

You must comply with applicable export, re-export, and sanctions laws and must not use the Service in embargoed countries or by prohibited parties. You represent that you are not a prohibited party.



## Government use

If you are a government or public entity, the Service is provided as “commercial computer software” subject to these Terms.

## Changes to the Service and to these Terms

We may update the Service and these Terms. If changes are material, we will notify you via the portal or email. Continued use after the effective date constitutes acceptance. If you object to material changes that materially reduce your rights, you must notify us within 30 days of notice.

## Notices

We may provide notices via the portal, email, or your billing contact.

## Assignment

You may not assign or transfer these Terms without our prior written consent (not to be unreasonably withheld). We may assign to an affiliate or in connection with a merger, acquisition, or sale of assets.

## Force majeure

Neither party is liable for delays or failures caused by events beyond reasonable control (e.g., internet failures, denial-of-service attacks, power outages, labour disputes, acts of God, war, terrorism, epidemics, natural disasters), provided the affected party uses reasonable efforts to mitigate.

## Subprocessors

We use reputable Subprocessors to provide the Service. You consent to our use of Subprocessors provided we remain responsible for their performance.

## Audit rights (security & compliance)

Where required for compliance (e.g., by contract or regulation), we may provide audit reports or allow reasonable audits of our controls on notice and subject to confidentiality and safety restrictions. On-prem/hybrid platform audits (e.g., Azure Stack Hub) are limited to the scope of our responsibility.

## Miscellaneous

If any provision is unenforceable, the remainder remains in effect. No waiver is effective unless in writing. Nothing creates an agency, partnership, or joint venture. These Terms are the entire agreement regarding the Service, superseding prior agreements on the same subject.



## Shared Responsibility Matrix

This shared responsibility matrix applies when there is no customer specific managed services agreement. When such agreement exists, the shared responsibility matrix in that document supersedes this shared responsibility matrix.

Responsibility	CloudAxis	Customer
App code quality & CVE fixes in our code.	We are.	
Image, update signing and release notes.	We are.	
Deployment of the CMS Containers.		You are*.
Certificates, access control and secrets management.		You are.
Firewalling, anti-virus, intrusion detection and prevention.		You are.
Container host, CMS container patching.		You are**.
Backups / restore and Disaster Recovery.		You are**.
Monitoring, alerting and log retention.		You are**.

\* Unless we have performed the installation as part of our onboarding offer or as part of a professional services engagement or managed services contract.

\*\* Unless we have a managed services agreement is in place.

## General Service Level Agreements

These Service Level Agreements (SLAs) apply when there is no customer specific Service Level Agreement in place. If such an agreement exists, the SLA in that document supersedes these SLAs.

Service Issue	Max Response	Max Resolve
Application error related to a feature of the service.	24 hrs.	48 hrs.
Gap in documentation.	24 hrs.	72 hrs.
Reported security issue(s) or vulnerability.	12 hrs.	24 hrs.

## Uptime and Availability

We publish guidance on making the service highly available (H/A). If you follow this guide, you should experience at least 99% up time using 2 x web, API and database containers across 2 x nodes. H/A and disaster recovery (DR) remains your responsibility.



## Definitions

**Documentation:** materials at [docs.cloudaxis.cloud](https://docs.cloudaxis.cloud) and in-product help.

**Order Form:** any ordering (quote) document or online checkout confirming plan, term, Fees, and quantities.

**Subscription Term:** the day the license is issued until the expiry date of the license.

**User:** anyone you permit to access your account, including employees, contractors, and service accounts.

**Prohibited Data:** data categories you are not permitted to process under applicable law or your plan (e.g., certain health or payment data) unless expressly agreed in writing.

