



# Terms & Conditions

## Software Agreement

## **Velocity IT Ltd. Licence Configuration for K2 Cloud Site-to-Site VPN ("S2S VPN")**

### **Access**

The Subscription Licence Configuration ("Licence") is pursuant to the Velocity IT Ltd. ("the Supplier") quotation for the K2 ("the Vendor") Cloud Site-to-Site VPN ("S2S VPN") Access subscription ("the Subscription") for the Customer ("the Subscriber")

The Subscription is an additional option to a subscriber's K2 Cloud subscription that enables a subscriber to use a Site-to-Site Virtual Private Network ("S2S VPN") to access On-premises systems that are compatible with K2 Cloud from within the subscriber's K2 Cloud subscription.

On-premises is defined as any single environment that exists outside of the subscriber's K2 Cloud subscription.

The S2S VPN is configured between the subscriber's K2 Cloud subscription and the subscriber's compatible systems within the On-premises environment. (Please see the Product Integration section of the Product Compatibility, Integration and Support content on [help.k2.com](http://help.k2.com) for a full list of On-premises systems compatible with K2 Cloud.)

The Subscriber with K2 Cloud S2S VPN access may connect all their K2 Cloud subscription environments to systems within a single On-premises environment.

The Subscriber is solely responsible for providing adequate technical capability during the on-boarding process to facilitate the connection and termination of the S2S VPN to the subscriber's On-premises environment. The Supplier or Vendor is not responsible for or liable for termination or misconfiguration of the S2S VPN that connects directly to the subscriber's On-premises environment.

There is no contractual limit to the number of compatible On-premises systems that can be connected in the single On-premises environment by the Subscriber

The Subscription Licence includes the Vendor's standard Technical Support and Maintenance ("the Support") during the applicable Subscription Term's ("the Term") Period.

The Subscription Licence and any additional subscription Licences specified in the Supplier's quotation is valid for the indicated Subscription Term, plus any continuous renewals of such Subscription Term. Upon expiration or termination of the applicable Subscription Term's Period, the Licensee's rights to use the Subscription automatically terminates. Unless otherwise specified, the Term begins on the Acceptance Date of the Supplier's quotation.

The Subscription Licences acquired/ordered by the Licensee under the Supplier's quote will automatically renew at the end of the Subscription Term and at the end of any applicable renewals, for the same subscription Period and corresponding fees as specified in the Supplier's quotation, unless either party provides written notice of non-renewal at least 90 days before the end of the applicable subscription Period.

The Subscription may not be used to provide application services to third parties.

The fees specified in the Supplier's quotation are due upon receipt of the applicable invoice or upon the indicated payment dates, if applicable, whichever is later. Any discounts specified the Supplier's quote is forfeit if payment terms are not met.

All prices are in GBP. This quote does not include any applicable taxes the Supplier may be obligated to collect as part of the resulting Licensee's Order ("the Order") for the Supplier's quotation. Once accepted, and except as otherwise specified, this quotation becomes a non-cancellable Order and the related fees become due and non-refundable. The Licensee acknowledges that the pricing specified in said Order is based on the Subscription's Period and any variations in such terms for the Subscription renewal may result in different pricing.

The prices specified in the Supplier's quotation are valid until the "Expiration Date" on the said quotation.

The Subscription Licences specified above are being acquired by the Licensee as stipulated on the Supplier's quotation.

Payment Due: 30 days from date of the Order's invoice.

**Ref: k2fs2ssvpntc**