

DATED _____

(1) ROWANWOOD PROFESSIONAL SERVICES LIMITED (the “Supplier)

and

(2) (the “Buyer”)

G-CLOUD SUPPLIER TERMS - 2022

WHEREAS:

- (1) These terms ("**Supplier Terms or terms**") form part of an agreement for the provision of services by Rowanwood Professional Services Limited ("**RPSL**") under a **Call-Off Contract** (and its **Order Form**) as defined in the Crown Commercial Services G-Cloud Framework Agreement (Ref RM1557.12) between RPSL and the Minister for the Cabinet Office ("**Framework Agreement**").
- (2) These Supplier Terms will apply between RPSL and each party ("the Buyer") entering into a Call-Off Contract.
- (3) These Supplier Terms apply to the G-Cloud Services ("**Services**" or "**Service**") provided by RPSL and fall in the category:

Lot 2: Cloud software (meaning an application that is accessed over the internet and hosted in the cloud).
- (4) The Buyer wishes to access the Services hosted by the Supplier under a non-exclusive licence in return for the payment as outlined in the Order Form subject to the terms of the Framework Agreement, Order Form, Call-Off Contract and Supplier Terms.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In these Supplier Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Additional Documents" means the Supplier obligations in respect of the Services which may be further detailed in supplementary documents such as the proposal, project plan, migration plan, specification or any other special terms which may be referenced in the Order Form and will form part of the Call-Off Contract;

"Applications" means the selected software applications provided by the Supplier which shall be available to the Buyer, as set out in the Call-Off Contract (and such other software applications as the Supplier may make available to the Buyer from time to time under these terms);

"Asset" means any record with an asset identifier (regardless of asset type and active/inactive status) and is stored in the "asset" table within the Applications' database and all such assets being listed and viewed from the "Manage Assets" panel of the Applications. Furthermore, a list of all assets (to show total being managed within the Application) can also be produced by using Xport Report 62 (Full Asset List Extract). Excluded are records which are organisational records which are used exclusively for reporting, categorisation or the grouping of data and where no other management data is stored against these assets (examples include estates, neighbourhoods, owner and street);

“Business Day”	means any day other than Saturday or Sunday that is not a bank or public holiday in England;
“Business Hours”	means any time between 07:00 and 18:00 on a Business Day, during which the Supplier is open for business;
“Buyer Computer Systems”	means the Buyer’s computer hardware, firmware, software and communications infrastructure through and on which the Applications are to be accessed and used;
“Buyer Data”	means any data entered into the Applications by (or on behalf of) the Buyer or generated by the Applications for the Buyer and stored in the Cloud Infrastructure;
“Cloud Infrastructure”	means the Supplier’s computer hardware, firmware, software and communications infrastructure which is used to facilitate access to the Applications by the Buyer;
“Data Migration Services”	means the data migration services set out in the Call-Off Contract;
“Documentation”	means if any, the operating manuals, user instructions, technical literature and all other related materials in eye readable form supplied to the Buyer by or on behalf of the Supplier relating to the Applications;
“Error”	means a defect in the Application where a discrepancy between the Application functionality and the Documentation can be produced;
“Fees”	means the sums payable by the Buyer as set out in the Call-Off Contract;
“Initial Term”	as defined in sub-Clause 3.1;
“Intellectual Property Rights”	means all vested contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up and database rights;
“Maintenance Services”	means the maintenance services provided by the Supplier to the Buyer as set out in Call-Off Contract;
“Modification”	means the incorporation of any bug fixes and minor modifications compatible with the Version of the Application;
“Object Code”	means the binary programming language understood by computers;
“Purpose”	means the purpose for which the Applications may be used by the Buyer as set out in Call-Off Contract in the Territory;
“Release”	means enhancements to the Application that are compatible with the Version of the Application;

“Service”	means, collectively, the Applications, the Cloud Infrastructure, the Maintenance Services the Data Migration Services and any other services provided by the Supplier to the Buyer under these terms from time to time;
“Start Date”	means the Start date specified in the Call-Off Contract;
“Supplier Applications”	means those Applications proprietary to the Supplier as set out in the Call-Off Contract;
“Territory”	means the United Kingdom;
“Users”	means an employee of the Buyer or such other person authorised by the Supplier under sub-Clause 10.6 who shall, from time to time, access the Applications through the Cloud Infrastructure;
“Version”	means a major version release of the Supplier Application or to the previous version of the Third-Party Application; and
“Virus”	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices and spyware.

- 1.2 Unless the context otherwise requires, each reference in these Supplier Terms to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic transmission;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or provision;
 - 1.2.3 “these Supplier Terms” is a reference to the Supplier Terms and as amended from time to time; and
 - 1.2.4 a Clause, sub-Clause or paragraph is a reference to a Clause or sub-Clause of these Supplier Terms.
- 1.3 The headings used in these Supplier Terms are for convenience only and shall have no effect upon the interpretation of these terms.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. The Service

- 2.1 In consideration of the Buyer paying the charges outlined in the Call-Off Contract, the Supplier shall, subject to the Buyer complying with the Supplier Terms, provide the

Service to the Buyer on a non-exclusive basis for the duration of the term of the Call-Off Contract.

- 2.2 Subject to these Supplier Terms, the Supplier shall provide access to the Applications through the Cloud Infrastructure and shall use reasonable endeavours to ensure that such access is available each Business Day during Business Hours.
- 2.3 Unless specified otherwise, the Buyer may only use the Services for their own internal business needs and the Service may not be re-sold to any other party.

3. **Term**

- 3.1 The term shall be for the minimum period stated in the Order Form, or, for a minimum period of 3 years.
- 3.2 Unless otherwise stated the notice period for termination shall be 30 days.
- 3.3 Either party may terminate these terms by giving the other party at least 30 (thirty) day's written notice of termination provided that the notice expires at the End of the Call-Off Contract.

4. **Fees and Payment**

- 4.1 The Fees due for the Service are specified in the Order Form or Additional Documents. If no payment schedule is given, invoices will be issued monthly in arrears for the Services.
- 4.2 Unless otherwise stated in the Order Form valid invoices must be paid in full within 30 days of the invoice date.
- 4.3 The Supplier reserves the right to suspend the relevant Service if the Buyer fails to settle any undisputed invoices. Such suspension will continue until full payment has been made. A re-connection charge equivalent to one months charges for the Service will be applied.
- 4.4 Invoices remaining unpaid after 30 days will accrue interest at 5% per annum over the Bank of England base rate prevailing at the time.
- 4.5 All amounts payable under these Supplier Terms shall be paid in pounds sterling and are non-cancellable and non-refundable and are exclusive of value added and sales taxes which shall be added to the Suppliers invoices at the prevailing rate.

5. **The Applications**

- 5.1 The Applications to which the Buyer shall have access are detailed in the Call-Off Contract.
- 5.2 During the term of the Call-Off Contract the Buyer can add Applications to the Services being provided. Such addition will be subject to a change control process, the Buyers acceptance of the additional costs and a fully executed Variation.

6. **Training**

In the event that the Buyer requires additional training services then these will be provided under the terms of a separate quotation and will be subject to the Buyer paying the additional costs.

7. **Security**

7.1 The Supplier shall ensure that the Cloud Infrastructure incorporates technical measures and controls designed to ensure confidentiality, integrity and availability of the Cloud Infrastructure.

7.2 The Supplier shall ensure that daily back-ups are maintained within the Cloud Infrastructure by way of storage back-up and replication and shall maintain back-ups to enable recovery of the current day minus 2.

8. **Maintenance**

8.1 The Supplier shall be responsible for implementing all Releases and Modifications to the Applications which may from time to time be required.

8.2 The Buyer shall be responsible for all maintenance and upgrades to the Buyer Computer Systems which may from time to time be required.

8.3 Whenever reasonably possible, the Supplier shall undertake planned maintenance work on the Applications outside of Business Hours.

8.4 The Supplier shall provide the Buyer with at least 3 Business Days' notice of any planned maintenance work on the Applications which may affect the Buyer's use of the Service.

8.5 In the case of unplanned maintenance work on the Applications, the Supplier shall provide the Buyer with as much notice as is reasonably possible, however advance notice may not always be possible and the work may be carried out during Business Hours.

8.6 Where maintenance work on the Applications will disrupt the Service, the Supplier shall aim to complete all necessary work within 4 Business Hours or as soon as possible thereafter where resolution in that time is not reasonably practicable.

8.7 Whenever reasonably possible, the Supplier shall provide a workaround solution to the Buyer to enable the Buyer's continued use of the Service or to enable use that is as close to normal as is possible under the prevailing circumstances.

8.8 The Buyer acknowledges that the Cloud Infrastructure and the Third-Party Applications are provided by third-party service providers and that there may be times when the Cloud Infrastructure or the Third-Party Applications require maintenance work.

9. **Software Licence and Audit**

9.1 The Supplier hereby grants to the Buyer for the term of this Call-Off Contract a non-exclusive, non-transferable licence, without the right to grant sub-licenses, to permit the Users to use the Applications (in Object Code format only) and the Documentation in the Territory solely for the Purpose in accordance with the terms of these Supplier Terms.

9.2 The Buyer acknowledges and agrees that:

9.2.1 it will use the Applications and the Cloud Infrastructure solely for its own internal business purposes within the Territory;

9.2.2 access for the desktop client software is only permitted through the remote desktop web client where the Applications are made available as a published

remote app. Access for the web Applications are only permitted via the internet at the provided web address; and

9.2.3 the licence granted under sub-Clause 9.1 permits the Buyer to access and use the Applications for the maximum number of Assets and by the maximum number of Users as shown in the Call-Off Contract. If the Buyer wants to access and use the Applications for additional Assets or wants the Applications to be used by additional Users, the Buyer shall notify the Supplier and the Buyer shall pay the Supplier the additional charges subject to a fully executed Variation;

9.3 The Buyer agrees that it shall fully indemnify and keep the Supplier indemnified and hold the Supplier harmless against all losses, liabilities, claims, demands, actions, suits, damages, costs and expenses (including but not limited to reasonable legal costs) arising from a breach of this clause 9 by the Buyer.

9.4 The Supplier will undertake:

9.4.1 Asset audits on a quarterly basis to determine the number of Assets being stored using the Applications and to determine whether any additional Fees are due in accordance with the Call-Off Contract; and

9.4.2 User audits on a quarterly basis to determine the number of Users who have accessed the Applications and to determine whether any additional Fees are due in accordance with the Call-Off Contract.

9.5 Where the Supplier determines that the Buyer is using the Applications for additional Assets or Users beyond its licenced number, the Buyer shall pay the Supplier the additional charges in accordance with the Call-Off Contract.

10. **Applications and Cloud Infrastructure Terms of Use**

10.1 The maximum number of Users allowed to access the Applications and Cloud Infrastructure is shown in Call-Off Contract.

10.2 Should the Buyer require an increase to the number of Users, such an increase shall be permitted at the exclusive discretion of the Supplier and subject to the payment of the additional charges detailed in the Call-Off Contract.

10.3 The Buyer shall ensure that each User keeps a secure password for their use of the Applications and the Cloud Infrastructure and that the User shall not share their password (or any other access credentials) with any third party.

10.4 The Buyer shall not (nor attempt to) access, store, distribute or transmit during the course of its use of the Applications or the Cloud Infrastructure:

10.4.1 any Viruses;

10.4.2 any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material; or

10.4.3 any material that is unlawful, defamatory, harmful, threatening, discriminatory, offensive or which has the potential to radicalise themselves or others.

10.5 The Buyer shall not (nor attempt to):

10.5.1 use the Applications, the Cloud Infrastructure or the Documentation for any purpose except as expressly permitted by these Supplier Terms;

10.5.2 access material which, or use the Service to, promote discrimination on the basis of race, gender, religion or belief, disability, age or sexual orientation;

10.5.3 access material which, or use the Service to, defraud or deceive a third party;

10.5.4 access material which, or use the Service to, advocate or promote any unlawful act;

- 10.5.5 access material which, or use the Service to, infringe the Intellectual Property Rights or privacy rights of a third party, or to breach a legal duty owed to another party;
- 10.5.6 access, corrupt or alter any other user's or Buyer's data;
- 10.5.7 disrupt the work of other users or the correct functioning of the Service;
- 10.5.8 access any data where the Buyer knows or ought to know that they should have no access to the data;
- 10.5.9 allow any User to seek to gain unauthorised access to the Service;
- 10.5.10 use any data intercepting, password detecting or similar software or device in relation to the Service;
- 10.5.11 perform any system function that places excessive demand on computer resources used in connection with the Service;
- 10.5.12 access or use the Service outside Business Hours without the prior written consent of the Supplier;
- 10.5.13 except insofar as the same cannot be prohibited or restricted by applicable law;
 - a) copy, duplicate, create derivative works from, frame, mirror, republish, distribute, reproduce, download, translate, adapt, vary or modify all or any part of the Applications, the Cloud Infrastructure or the Documentation;
 - b) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Applications or the Cloud Infrastructure;
- 10.5.14 access all or any part of the Applications, Cloud Infrastructure or Documentation in order to build a product or service which competes with the Applications or the Cloud Infrastructure;
- 10.5.15 use the Applications, the Cloud Infrastructure and/or Documentation to provide services to third parties;
- 10.5.16 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Applications, the Cloud Infrastructure and/or Documentation available to any third party except the Users;
- 10.5.17 attempt to obtain, or assist third parties in obtaining, access to the Applications, the Cloud Infrastructure and/or Documentation other than as expressly permitted by these terms;
- 10.5.18 send unsolicited emails using the Applications and / or the Cloud Infrastructure.
- 10.6 The Buyer warrants that each User shall be an employee of the Buyer. If the Buyer requires any person who is not an employee to have access to the Service, the Buyer shall notify the Supplier. The Buyer shall not allow any person who is not an employee of the Buyer to become a User without the Suppliers prior written consent.
- 10.7 The Buyer is exclusively responsible for its use of the Service, including the conduct of individual Users and must ensure that all use is in accordance with these Supplier Terms.
- 10.8 The Buyer shall not (nor attempt to):
 - 10.8.1 download, store, reproduce or redistribute the Applications or Cloud Infrastructure (whether in whole or in part);

- 10.8.2 change, alter, modify, update or enhance the Applications, Cloud Infrastructure or the Documentation in any way;
- 10.8.3 allow any unauthorised third party to access the Applications or Cloud Infrastructure;
- 10.8.4 make changes of any kind to the Applications or the Cloud Infrastructure; or
- 10.8.5 attempt to correct any fault or perceived fault in the Applications or the Cloud Infrastructure.

11. **Buyer Obligations**

11.1 The Buyer shall:

- 11.1.1 provide the Supplier with all necessary co-operation in relation to these Supplier Terms;
- 11.1.2 provide the Supplier with all necessary access to such information and data as may be reasonably required by the Supplier;
- 11.1.3 comply with all applicable laws and regulations with respect to its activities under these terms;
- 11.1.4 carry out all the Buyer's responsibilities set out in these terms in a timely and efficient manner. In the event of any delays in the Buyer's performance of its responsibilities, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary; and
- 11.1.5 be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Buyer's network connections or telecommunications links or caused by the internet.

12. **Buyer Computer Systems and Software**

- 12.1 The Buyer warrants that the Buyer Computer Systems and Software meet the required specification as detailed in the Call-Off Contract to ensure compatibility with the Applications and Cloud Infrastructure. Where appropriate, the Supplier may offer recommendations for upgrades and other alterations. Any such recommendations shall be presented in a written report to the Buyer.
- 12.2 The Buyer shall ensure that at all times it holds appropriate licences to access and use the required buyer software set out in Call-Off Contract (which are needed for the Buyer to be able to properly use the Applications).
- 12.3 In the event of any unauthorised access by the Buyer of the Applications or the Cloud Infrastructure, the Supplier shall, without prejudice to any other rights or remedies available to the Supplier, be entitled to suspend access to the Service.

13. **Support & Maintenance Services**

- 13.1 The Supplier shall provide the Maintenance Services in the Territory only and as set out in Call-Off Contract.
- 13.2 The Maintenance Services provided by the Supplier shall relate only to the Applications and Cloud Infrastructure.
- 13.3 All support requests and incidents relating to the Maintenance Services will in the first instance be logged using the Supplier support desk system.
- 13.4 The Buyer shall provide the fullest information possible to aid the Supplier in diagnosing any faults in either the Applications or the Cloud Infrastructure.
- 13.5 The Supplier shall aim to resolve all support problems according to its standard

service level agreement.

14. Warranties

- 14.1 The Supplier warrants to the Buyer that:
 - 14.1.1 the Supplier Applications will conform in all material respects to, and perform in accordance with the Documentation;
 - 14.1.2 it has full authority to license the use of the Supplier Applications (including any Releases and Modifications), the Cloud Infrastructure and the Documentation for the Purpose;
 - 14.1.3 it has capacity and authority to enter into and to perform its obligations set out in these terms;
 - 14.1.4 it shall perform the Maintenance Services using all reasonable care and skill; and
 - 14.1.5 it will use all reasonable care to ensure that the Supplier Applications will be free from Viruses.
- 14.2 If the Applications or the Maintenance Services do not conform with the warranties in sub-Clauses 14.1.1 to 14.1.4, Supplier will use all reasonable endeavours to correct any such non-conformance promptly, or provide the Buyer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Buyer's sole and exclusive remedy for any breach of those warranties.
- 14.3 Except as expressly stated in sub-Clause 14.1, all warranties on the part of the Supplier (whether implied by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by law. Specifically, the Supplier does not warrant or undertake that the operation of the Applications or the Cloud Infrastructure shall be uninterrupted, error free or carry out any function or have any functionality other than as set out in the Documentation.
- 14.4 For the avoidance of doubt, the Supplier shall not be responsible for any failure of the Applications if such a failure is attributable wholly or partly to:
 - 14.4.1 the Buyer's use of the Applications in breach of these terms;
 - 14.4.2 the Buyer's or any third party's services, software, hardware or other equipment not provided and/or developed by the Supplier under or pursuant to these terms;
 - 14.4.3 any changes, modifications, updates, alterations or enhancements to the Applications made by the Buyer or any third party without the Supplier's written permission;
 - 14.4.4 any inaccuracies, delays, interruptions, or Errors occurring as a result of the use of incorrect data or data which does not conform to the required input formats; and/or
 - 14.4.5 any changes, modifications, updates, alterations or enhancements made to, and any inaccuracies, delays, interruptions or Errors in or caused by, any software, hardware, equipment or services (save where caused or supplied by the Supplier or its suppliers).
- 14.5 The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Buyer acknowledges that the Applications may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 14.6 The Buyer warrants to the Supplier that:

14.6.1 the Buyer has full capacity and authority to enter into and to perform its obligations set out in these Supplier Terms and that these terms have been executed by a duly authorised representative of the Buyer;

14.6.2 the Buyer shall co-operate fully with the Supplier's personnel so as to enable the Supplier to diagnose any defect in the Applications or the Cloud Infrastructure and to provide the Services

15. **Intellectual Property**

15.1 Subject to sub-Clause 15.2, all Intellectual Property Rights subsisting in the Applications, the Cloud Infrastructure and the Documentation are the property of the Supplier.

15.2 The Intellectual Property Rights subsisting in the Third-Party Applications, the Cloud Infrastructure and the related Documentation is the property of named third parties.

15.3 Where the Buyer either suspects or is aware of any actual or potential infringement of the Intellectual Property Rights covered by this Clause 15, it shall be under a duty to inform the Supplier of such infringement as soon as practicable.

16. **Buyer Data**

16.1 Subject to sub-Clause 16.2, all Intellectual Property Rights subsisting in Buyer Data are and shall remain the property of the Buyer.

16.2 Certain Buyer Data may belong to third parties. In such cases, the Buyer warrants that all such Buyer Data is used with the consent of relevant third parties.

16.3 The Buyer grants the Supplier a non-exclusive, royalty-free licence to use the Buyer Data during the term for the purpose of performing the Service. The Buyer warrants and represents that the Supplier's use of the Buyer Data for the purpose of performing the Service will not infringe the rights of any third party.

16.4 Unless expressly agreed otherwise by the parties in writing, the Buyer warrants that no Personal Data exists within the Buyer Data.

16.5 The Supplier shall follow its standard archiving procedures for Buyer Data. In the event of any loss or damage to Buyer Data, the Buyer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Buyer Data from the latest back-up of such Buyer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Buyer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Buyer Data maintenance and back-up for which it shall remain fully liable subject to these terms).

16.6 The Buyer shall indemnify the Supplier for any claims, costs, damages and expenses (including reasonable legal expenses) incurred by the Supplier as a result of the Buyer's breach of this clause 16.

17. **Supplier Indemnity**

17.1 The Supplier shall defend the Buyer against any claim that the Buyer's use of the Supplier Applications in accordance with these terms infringes any United Kingdom patent effective as of the Start Date specified in the Call-Off Contract, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Buyer for any amounts awarded against the Buyer in judgment or settlement of such claims, provided that:

17.1.1 the Supplier is given prompt notice of any such claim;

17.1.2 the Buyer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

- 17.1.3 the Supplier is given sole authority to defend or settle the claim.
- 17.2 In the defence or settlement of any claim, the Supplier may procure the right for the Buyer to continue using the Applications, replace or modify the Applications so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Buyer without any additional liability to the Buyer.
- 17.3 In no event shall the Service Supplier, its employees, agents and sub-contractors be liable to the Buyer to the extent that the alleged infringement is based on:
- 17.3.1 a modification of the Applications by anyone other than the Supplier; or
- 17.3.2 the Buyer's use of the Applications in a manner contrary to the instructions given to the Buyer by the Supplier; or
- 17.3.3 the Buyer's use of the Applications after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 17.4 The foregoing and Clause 19 states the Buyer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

18. **Buyer Indemnity**

- 18.1 The Buyer will fully indemnify the Supplier against all costs, expenses, liabilities, losses, damages and judgments that the Supplier may incur or be subject to as a result of any of the following:
- 18.1.1 The Buyer's misuse of the Applications, Cloud Infrastructure or any other element of the Service; or
 - 18.1.2 The Buyer's breach of these terms.

19. **Liability**

- 19.1 Except as provided in the Call Off Contract, Order Form or applicable Service Description, no warranty condition, undertaking or term, expressed or implied, statutory or otherwise, as to the condition, quality, performance or fitness for purpose of the Services is given or assumed by the Supplier and all such warranties, conditions, undertaking and terms are hereby excluded.
- 19.2 Subject to clause 19.1, the incorporated Framework Agreement clauses 4.2 to 4.7 and any specific financial limits stated in the Order Form, the Supplier's total liability to the Buyer in respect of all losses arising under or in connection with the Call Off Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the amounts paid or payable by the Buyer under the Call-Off Contract.
- 19.3 Buyer is liable for all loss or damage arising from the unauthorised access or use of Buyer's own networks and systems. Buyer is reliant upon its policies and process' to prevent such unauthorised access or use.
- 19.4 Buyer agrees fully and promptly to indemnify the Supplier against all costs, claims, demands, damages, losses and expenses incurred by the Supplier as a result of:
- 19.4.1 unauthorised access;
 - 19.4.2 any default, negligent or malicious act by the Buyer, its employees, agents or subcontractors; and
 - 19.4.3 any act or omission by the Supplier acting in reliance upon information provided by the Buyer or in accordance with the Buyer's instructions.
- 19.5 Except where expressly provided for within these terms, the Supplier excludes all conditions, warranties, terms and representations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law.

20. **Entire Agreement**

- 20.1 Save for documents created in the provision of the Services, these Supplier Terms, the applicable Framework Agreement, Order Form, Call-Off Contract, Supplier Terms and any other documents referred to in the Call-Off Contract constitute the entire agreement between the Buyer and Supplier, with the order of precedence as set out in clause 8.3 of the Framework Agreement and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of these terms. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms, save for any representation made fraudulently.
- 20.2 No amendment to these Supplier Terms shall be binding unless in writing, signed by the parties or their duly authorised representatives and expressed to be for the purpose of such amendment.

21. **Variation**

- 21.1 Unless otherwise expressly provided elsewhere in these terms, these terms may be

varied only by a document signed by both of the Parties.

- 21.2 Any Variation proposed by either the Supplier or Buyer will be negotiated and agreed before the Variation is implemented. Variations involving additional consultancy, design and software programming will be priced using the standard rates set out in the Order Form. The Supplier will be entitled to charge for the work involved in preparing and responding to the Buyer Variation requests, whether or not the Buyer agrees to go ahead with them.

IN WITNESS of which these terms have been duly executed by the parties or their duly authorised representatives.

SIGNED for and on behalf of the **Supplier**

Signature

Name

Position

Date

SIGNED for and on behalf of the **Buyer**

Signature

Name

Position

Date