

## **G-Cloud Supplier Terms Part A**

**These Supplier Terms are applicable to all Services provided by Sopra Steria Limited (the “Supplier”) to any Buyer under a Call Off Contract pursuant to the G-Cloud 14 Framework Agreement. These Supplier Terms and the Supplier’s Service Specific Terms form part of Part B Terms and Conditions of the Call Off Contract.**

### **1. Services**

- 1.1 The Supplier shall perform the Services with reasonable skill, care and diligence and in accordance with any agreed specification or Service Definition.
- 1.2 No additional terms included in any Order Form by the Buyer shall be binding on the Supplier unless specifically accepted by the Supplier in its acknowledgement of receipt of the Order Form.

### **2. Additional Services and Extension Periods**

- 2.1 Subject to clauses 2.2 and 2.3, the Buyer may, from time to time during the Term, purchase Services in addition to the Services set out in the Order Form or extend the Term of the Agreement.
- 2.2 If the Buyer wishes to purchase additional Services or extend the Term, the Buyer shall submit an additional Order Form for the additional Services or requested extension to the Term. The Supplier shall evaluate such request and respond to the Buyer with approval or rejection of the request.
- 2.3 If the Supplier approves the Buyer’s request to purchase additional Services or extend the Term, the Buyer shall be obliged to pay for such additional Services and/or extended Term in accordance with the Agreement.

### **3. Users**

- 3.1 In relation to the Authorised Users, the Buyer undertakes that:
  - (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number set out in the Order Form where applicable;
  - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
  - (c) each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;
  - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Working Days of the Supplier’s written request at any time;
  - (e) it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Buyer’s normal conduct of business;
  - (f) if any of the audits referred to in clause 3.1(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier’s other rights, the Buyer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
  - (g) if any of the audits referred to in clause 3.1(e) reveal that the Buyer has underpaid Charges to the Supplier, the Buyer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices for the Services then prevailing within 10 Working Days of the date of the relevant audit.

#### **4. Temporary Suspension and Maintenance**

- 4.1 The Supplier may suspend the Buyer's or any End User's right to access or use any portion or all of the Services immediately upon notice to the Buyer and without any liability if the Supplier determines:
- (a) the Buyer or any of the End User's use of the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or the systems or Content of any other Buyer of the Supplier, or (iii) may subject the Supplier, its Affiliates, or any third party to any liability;
  - (b) the Buyer, or any End User, is in breach of the Agreement, including if the Buyer has breached its payment obligations hereunder for more than 15 days; or
  - (c) the Buyer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution, or similar proceeding.
- 4.2 The Supplier may suspend the Buyer's or any End User's right to access or use any portion or all of the Services in order to carry out emergency repair or scheduled upgrade or maintenance as notified to the Buyer from time to time.
- 4.3 The Supplier shall use reasonable endeavours to advise the Buyer whenever it plans to upgrade or carry out maintenance in relation to the Service and shall use commercially reasonable endeavours to carry out such maintenance so as to avoid disruption to the Buyer's use of the Services.

#### **5. Supplier's obligations**

- 5.1 The Supplier warrants that for the duration of the Term:
- (a) it shall perform its obligations under the Agreement including those in relation to the Services in accordance with Good Industry Practice; and
  - (b) it shall at all times comply with Law in carrying out its obligations under the Agreement.
- 5.2 Clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with clause 5.1(a) and such non-compliance causes a material dysfunctionality to the Services, the Supplier will, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Buyer with an alternative means of accomplishing the desired performance.
- 5.3 The Supplier reserves the right to make any changes to the Services Definition it deems necessary in its absolute discretion to conform with the Law and such changes shall take effect immediately upon notification to the Buyer in relation to the Agreement.

#### **6. Buyer's obligations**

- 6.1 The Buyer shall comply with its obligations as set out in Schedule 1 to the Supplier Terms and any other obligations or responsibilities set out in the Order Form, the Supplier Terms, the Service Specific Terms or the relevant Service Definition. Any failure by the Buyer to meet such obligations or responsibilities may give rise to delays in the provision of the Services and/or an increase in Charges at the discretion of the Supplier.
- 6.2 The Buyer agrees to indemnify and hold the Supplier, its agents, Affiliates and subcontractors harmless from and against all costs, claims, demands, losses, damages, liabilities and expenses (including reasonable legal expenses) which the Supplier, its agents, Affiliates or subcontractors may suffer or incur as a result of the Buyer's or End User's use of the Services.

## **7. Charges and payment**

- 7.1 In consideration of the supply of the Services, the Buyer shall pay the Charges applicable to the Services procured in the relevant Order Form on the following basis, unless otherwise set out in the Order Form:
- (a) set-up charges are payable on signature of the Order Form;
  - (b) fixed monthly charges are payable monthly in advance;
  - (c) variable monthly charges are payable monthly in arrears; and
  - (d) all other charges are payable on completion, on delivery, or in accordance with a schedule of milestone payments.
- 7.2 Save as expressly provided in the Order Form, payments which are regular in amount and timing, shall be made by the Buyer by a standing order on the Buyer's bank account. All other payments shall be made by BACS. In either case, payment shall be made to arrive on or before the Due Date at the Supplier's bank account.
- 7.3 If the Supplier has not received payment within 30 days after the Due Date, and without prejudice to any other rights and remedies of the Supplier the Supplier may, without liability to the Buyer, disable the Buyer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 7.4 All amounts and fees stated or referred to in the Agreement:
- (a) shall be payable in pounds sterling;
  - (b) are non-cancellable and non-refundable.
- 7.5 The Supplier reserves the right to increase the Charges under an Order Form on notice with effect upon expiry of the Initial Term and upon expiry of each subsequent Extension Period. The Buyer will have the right to terminate the provision of the relevant Services on written notice to the Supplier if it does not accept the increase, such termination to take effect upon commencement of the Extension Period to which the increase in Charges relates. If the Buyer fails to notify the Supplier of its wish to terminate prior to commencement of the Extension Period to which the increase in Charges relates, the Buyer shall be deemed to have accepted the revised Charges for such Extension Period.

## **8. Consulting or Specialist Cloud Services**

- 8.1 Unless otherwise expressly agreed in an Order Form, all Consulting Services shall be performed on a time and materials basis, with meals, lodging, travel and other reasonably necessary out-of-pocket expenses invoiced in addition to such fees and deemed accepted upon delivery.
- 8.2 In relation to the Consulting Services, unless set out otherwise in the Order Form:
- (a) the Supplier will provide only those Services as directed and requested by the Buyer and only as time allows. The Supplier will use commercially reasonable endeavours to complete the Services described in the Order Form and does not guarantee that such Services will be completed within the allotted hours or days set forth in the Order Form;
  - (b) the Buyer shall (i) provide design documents as required to provide the Supplier with the insight needed to support the provision of Services, (ii) provide office space, phones, facilities and network connectivity and computer systems for on-site Supplier personnel or on-site Supplier training; and (iii) provide timely access to the Buyer's business experts and project team members to identify and resolve business or technical issues;
  - (c) when T&M daily rates are charged, a work day will consist of eight (8) hours for each Working Day provided during regular business hours (9:00am – 5:30pm). Each hour over eight (8) hours in a single day will be charged on a pro-rata basis (the daily rate divided by eight (8) hours to determine the charge per hour) and where applicable, over time rates shall apply. Training services are charged at the full daily rate regardless of the number of hours worked; and

- (d) all prepaid Consulting Services (excluding training) must be used within twelve (12) months. Any prepaid Consulting Services not utilised during the (12) month period, as applicable, shall be forfeited and no refund shall be given.

## **9. Provision of Equipment**

- 9.1 If the Supplier is to provide the Buyer with any Equipment, unless the Order Form states otherwise, the Equipment will at all times remain the property of the Supplier and the Buyer will at all times make clear to third parties that the same is the property of the Supplier. The Buyer hereby agrees:
  - (a) not to use the Equipment except in accordance with the Agreement and all applicable Laws, regulations and licences;
  - (b) not to do anything or to allow to subsist any circumstances likely to damage the Equipment or impair its performance or operation.

## **10. Proprietary rights**

- 10.1 As between the Supplier and the Buyer, the Buyer or its licensors own all right, title, and interest in and to the Buyer Data. Except as provided in this clause 10, the Supplier obtains no rights under the Agreement from the Buyer's or its licensors to the Buyer Data, including any related IPRs. The Buyer consents to the Supplier's and its subcontractor's use of the Buyer Data to provide the Services to the Buyer.
- 10.2 The Buyer represents and warrants to the Supplier that: (a) the Buyer or its licensors own all right, title and interest in and to the Buyer Data; (b) the Buyer has all rights in the Buyer Data necessary to grant the rights contemplated by the Agreement; and (c) none of the Buyer Data, or the End Users' use of the Buyer Data or the Services will infringe any third party's IPRs.
- 10.3 As between the Buyer and the Supplier, the Supplier, its Affiliates, subcontractors or licensors own and reserve all right, title, and interest in and to the Services. To the extent it is able to under applicable Laws and licensing arrangements, the Supplier grants the Buyer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to permit the Authorised Users to do the following during the Term: (i) access and use the Services solely in accordance with the Agreement and for its own internal business purposes; and (ii) copy and use the Supplier's Content solely in connection with the Buyer's permitted use of the Services. Except as provided in this clause 10, the Buyer obtains no rights under the Agreement from the Supplier or its licensors to the Services, including any related IPRs.
- 10.4 Neither the Buyer nor any Authorised User may use the Services in any manner or for any purpose other than as expressly permitted by the Agreement. All licenses granted to the Buyer in the Agreement are conditional on the Buyer's continued compliance with the Agreement and are immediately terminable on notice from the Supplier if the Buyer or any End User does not comply with any term or condition of the Agreement. During and after the Term, the Buyer will not assert, nor will the Buyer authorise, assist, or encourage any third party to assert, against the Supplier or any of its Affiliates, Buyers, vendors, business partners, or licensors, any intellectual property infringement claim regarding any Service the Buyer has used.

## **11. Data Protection and Disclosure**

- 11.1 Where Buyer Data is received by the Supplier from the Buyer under or in connection with the Agreement, the Buyer warrants and represents that such Buyer Data has been collected, processed and transferred in accordance with applicable data privacy laws and that the Buyer has provided all notices and obtained all consents required by applicable law to enable the legal transfer of such Buyer Data to and processing by the Supplier and its subcontractors for the purposes of enabling the Supplier to perform its obligations under the Agreement.
- 11.2 In the event of any loss or damage to Buyer Data, the Supplier shall use reasonable endeavours to restore the lost or damaged Buyer Data from the latest back-up of such Buyer Data maintained by the Supplier in accordance with the archiving procedure described in the relevant Service Definition. 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).

## **12. IPR Indemnity**

- 12.1 The Supplier may, subject to clauses 12.3 to 12.5, defend the Buyer, its officers, directors and employees against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, copyright, trademark, database right, and shall reimburse the Buyer for any amounts awarded against the Buyer in judgment or settlement of such claims, provided that:
- (a) the Supplier is given prompt notice of any such claim;
  - (b) the Buyer provides full co-operation to the Supplier in the defence and settlement of such claim; and
  - (c) the Supplier is given sole discretion to defend or settle the claim.
- 12.2 The Buyer will subject to the conditions in clause 12.1(a) and (b) mutatis mutandis, indemnify the Supplier against all costs, claims, demands, losses, damages liabilities and expenses (including reasonable legal expenses) incurred by the Supplier and arising directly out of any claim that any of the Buyer Data infringes any third party's IPRs.
- 12.3 In the defence or settlement of any claim contemplated by clause 12.1, the Supplier may procure the right for the Buyer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Working Days' notice to the Buyer without any additional liability or obligation to pay any costs to the Buyer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Buyer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Service Definition by anyone other than the Supplier; or
  - (b) the Buyer's use of the Services in a manner contrary to the instructions given to the Buyer by the Supplier; or
  - (c) the Buyer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or
  - (d) the breach of any IPR which the Buyer makes available or otherwise supplies to the Supplier for the purpose of the provision of the Services.
- 12.5 The foregoing states the Buyer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, or database right.

## **13. Limitation of liability**

- 13.1 Except as expressly and specifically provided in the Agreement:
- (a) the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Buyer in connection with the Services, or any actions taken by the Supplier at the Buyer's direction;
  - (b) the Supplier does not warrant that the Services or Equipment will be suitable for the Buyer's requirements (whether made known to the Supplier or not), nor that the Services or Equipment will operate in the particular circumstances in which they are used by the Buyer, nor that the provision of Services will be uninterrupted or free from error;
  - (c) the Supplier does not warrant the results that may be obtained from the use of the Services and Equipment or accuracy, reliability or content of any information services or merchandise contained in or provided through the Services and Equipment; and

- (d) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

13.2 The Supplier will be under no liability in respect of:

- (a) any defect in the Services or Equipment arising from any drawing, design or specification supplied by the Buyer; any defect in the Services or Equipment arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Services or Equipment without the Supplier's or the manufacturer's approval; or any third party software, third party services or information; or
- (b) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities not provided by the Supplier, including the internet; or
- (c) any problems resulting from any modifications or customisation of the Equipment or any software provided by the Supplier not authorised in writing by the Supplier; or
- (d) incorrect or unauthorised use of the Equipment or any software provided by the Supplier or operator error where these are defined as use or operation not in accordance with the corresponding operating manuals.

#### 14. Consequences of Termination and Expiry

- 14.1 In the event either party serves a notice to terminate the Agreement or any part thereof, the Supplier shall continue to provide the relevant Services until the earlier of the date of expiry or termination (howsoever arising) of the Agreement (or any part thereof) or such other date as required under this clause 14.
- 14.2 Within thirty (30) Working Days of the earlier of the date of expiry or termination (howsoever arising) of the Agreement, the Supplier shall return to the Buyer any Buyer Data and Buyer Confidential Information in the Supplier's possession, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under the Agreement, or such period as is necessary for such compliance;
- 14.3 The Buyer and the Supplier shall comply with any exit and service transfer arrangements as per the relevant Service Definition.
- 14.4 On termination or expiry of the Agreement for any reason:
  - (a) all licences granted under the Agreement shall immediately terminate;
  - (b) each party shall return and make no further use of any Equipment, property, documentation and other items (and all copies of them) belonging to the other party;
  - (c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

#### 15. Third Party Providers

- 15.1 The Services provided under the Agreement may include the provision of Third Party Licences. The Buyer agrees to comply with all terms of such Third Party Licences. The Buyer acknowledges and agrees that the Supplier's obligations are subject to such Third Party Licences.
- 15.2 Save as otherwise set out in the Agreement, the Buyer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Buyer, with any such third party. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.



## **16. Security**

- 16.1 The Buyer acknowledges and agrees that suitable security measures are important components of any internet-related service and that the benefits of security measures are known to the Buyer. The Buyer further acknowledges and agrees that the Buyer is solely responsible for evaluating the appropriateness and adequacy of its own security measures and that it alone has the relevant information about the type of Personal Data which the Buyer controls or processes to make such determination. The Buyer acknowledges and agrees that it is responsible for ensuring that any Buyer Data processed pursuant to the use of the Services has an impact level classification which is no higher than the impact level to which the relevant Service has been accredited, as set out in the relevant Service Definition.

## **17. TUPE**

- 17.1 The Buyer shall indemnify the Supplier against all costs, claims, demands and expenses directly or indirectly incurred by the Supplier in relation to any agent or employee of the Buyer or any third party whose contract of employment is deemed to have transferred to the Supplier pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or replaced) as a result of or in connection with the entry by the Supplier into the Agreement.

## **18. Force Majeure**

- 18.1 The Supplier shall have no liability to the Buyer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic or default of suppliers or sub-contractors.
- 18.2 If for reasons outside the control of the Supplier, the Services or any part thereof become impossible to perform or are otherwise frustrated the Supplier will be entitled to terminate the Agreement immediately on notice to the Buyer without incurring any liability and the Buyer shall pay the Supplier for Services provided until such termination.

## **19. Waiver**

- 19.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 19.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

## **20. Solicitation of Staff**

- 20.1 Whilst the Agreement is in force and for a period of 3 (three) months from its termination or expiry, neither party will directly or indirectly (other than through a response to a published advertisement) employ or engage the services of any person who was concerned on behalf of the other party in the performance of any of the Services pursuant to the Agreement. If either party is in breach of this clause, the party so employing or engaging such person shall immediately pay to the other as liquidated damages a sum equal to the first 6 (six) months' gross remuneration of the person so engaged.

**21. Definitions and Interpretation**

- 21.1 The definitions and rules of interpretation set out in schedule 3 to these Supplier Terms apply to the Agreement.

**22. No partnership or agency**

- 22.1 Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).



## **Schedule 1**

### **Buyer Obligations**

1.1 The Buyer shall:

- (a) provide the Supplier with:
  - (i) all necessary co-operation in relation to the Agreement; and
  - (ii) all necessary access to such information or premises as may be reasonably required by the Supplier, including but not limited to Buyer Data, security access information and configuration services;in order to render the Services;
- (b) ensure that all End Users comply with the Access Policy and all applicable laws and regulations with respect to its activities under the Agreement, and shall obtain such necessary licenses from third parties as may be required in order to use the Services;
- (c) comply with all Third-Party Licences and shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Buyer's breach of such terms howsoever arising;
- (d) indemnify all third party suppliers against any loss or damage which they may suffer or incur as a result of the Buyer's breach of any third-party licences howsoever arising;
- (e) where requested to by the Supplier, enter into a direct indemnity with a third party supplier indemnifying it against any loss or damage which the third party supplier may suffer or incur as a result of a breach of any Third-Party Licences;
- (f) carry out all other Buyer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (g) ensure that the End Users use the Services in accordance with the Agreement and the Buyer shall be responsible for any End User's breach of the Agreement;
- (h) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (i) prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier;
- (j) be solely responsible for (i) procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's or the Supplier's sub-contractor's data centres; and (ii) 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; and
- (k) ensure that Content processed or created by the Buyer during the use of the Services does not infringe any third party rights nor in any other manner violates governing legislation or regulation.

1.2 The Buyer shall not:

- a. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
- b. access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; or
- c. attempt to reverse compile, decrypt, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software; or
- d. access all or any part of the Services in order to build a product or service which competes with the Services or the Software; or
- e. use the Services to provide services to third parties; or
- f. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or
- g. access, store, distribute or transmit any Viruses, or any Content during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or racially or ethnically offensive and the Supplier reserves the right, without liability to the Buyer, to disable the Buyer's access to any material that breaches the provisions of this paragraph; or
- h. remove, alter, or destroy from Content provided by the Supplier to the Buyer any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in such Content.

## **Schedule 2**

### **Acceptable Use Policy**

This policy is subject to change from time to time. A Buyer's or End User's use of the Services after changes to this policy are posted on Sopra Steria's web site or otherwise notified to the Buyer will constitute the Buyer's or End User's acceptance of any new or additional terms of the Acceptable Use Policy that result from those changes.

End Users' postings to the internet may affect other users and may harm Sopra Steria's goodwill, business reputation, and operations. For these reasons, End Users' violate Sopra Steria policy when they engage in the following prohibited activities:

- Sending unsolicited bulk and/or commercial messages over the internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Sopra Steria, but also because it can overload Sopra Steria's network and disrupt service to other Sopra Steria Buyers. Also, maintaining an open SMTP relay is prohibited.
- Intellectual Property Violations: Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities.
- Obscene Speech or Materials: Using the Sopra Steria network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material.
- Defamatory or Abusive Language: Using Sopra Steria's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.
- Forging of Headers: Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- Illegal or Unauthorised Access to Other Computers or Networks: Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system. Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).
- Distribution of Internet Viruses, Worms, trojan Horses, or Other Destructive Activities: Distributing information regarding the creation of and sending internet viruses, worms, Trojan Horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- Facilitating a violation of this Acceptable Use Policy: Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Acceptable Use Policy, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.
- Export Control Violations: Exporting encryption software over the internet or otherwise, to points outside the End User's country which is contrary to that respective country's rules and regulations.
- Usenet Groups: Sopra Steria reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the Access Policy.
- Other Illegal Activities: Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

- Other Activities: Engaging in activities, whether lawful or unlawful, that Sopra Steria determines to be harmful to its Buyers, operations, reputation, goodwill, or Buyer relations.

If Sopra Steria becomes aware of harmful activities it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the internet, or take any other action it deems appropriate.

### **Schedule 3**

#### **Definitions and Interpretation**

##### **1. Definitions**

**Acceptable Use Policy:** means the Supplier's policy applicable to the Buyer's access of the Services, set out in Schedule 2.

**Affiliate:** means any Parent Company of the Supplier or any company which is a Subsidiary of that Parent Company or the Supplier.

**Agreement:** means the agreement for providing the Services to a Buyer constituted by the Order Form(s), the Call-Off Contract, the Supplier Terms and the applicable Service Definition(s) and Service Specific Terms and Conditions.

**Authorised Users:** those employees, agents and independent contractors of the Buyer who are authorised by the Buyer to use the relevant Services as listed pursuant to clause 3.1(d).

**Catalogue:** means the procurement vehicle electronic catalogue in which the Supplier is required to insert its Service Definitions in accordance with the G-Cloud Framework Agreement.

**Consulting Services:** means installation, configuration, training or other consulting or support services to be provided by the Supplier pursuant to the G-Cloud Framework Agreement.

**Content:** means all documents, files, electronic media, calendar dates, discussions, tasks, meetings, telephone and web conference details and whiteboards, visual, written or audible data, information or material including, without limitation: any hyperlink, application, graphic, artwork, video, music, text, image, logo, word, sound avatar, document, spreadsheet, text message, form entry, web page, and any other file or data or any similar material, including but not limited to each of the foregoing that is uploaded to, transferred through, publicly posted, processed or entered into the Services.

**Effective Date:** the date identified as the date on which the relevant Services are to commence, as set out in the relevant Order Form or, if no such date is set out, the date on which both parties have signed the relevant Order Form.

**End User:** means those employees, agents and independent contractors of the Buyer who use the relevant Services, whether authorised by the Buyer or not.

**Equipment:** means any apparatus, equipment, hardware, software, material or other items (including parts and components) supplied by the Supplier as set out in any Order Form.

**Extension Period:** means the period or periods by which the Agreement is extended beyond the Initial Term as set out in the Order Form.

**Good Industry Practice:** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would be expected from a leading company within the relevant industry or business sector.

**Holding Company:** shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006.

**Initial Term:** means the initial Term of the Agreement, as set out in the Order Form.

**Know-How;** means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Supplier's or the Buyer's possession before the Effective Date.

**Law:** means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body.

**Parent Company:** means any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company.

**Regulatory Body:** means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Buyer.

**Service Level:** means the level to which the Supplier is to perform a relevant Service, as identified as such and set out in the Service Definition for the relevant Service.

**Service Request:** means a request to vary Services during the term of the Agreement.

**Services:** the services provided by the Supplier to the Buyer under the Agreement as described in the Service Definition.

**Service Definition:** means the description of each service the Supplier is entitled to provide under the GCloud Framework Agreement and set out in the Catalogue.

**Service Specific Terms:** means the Supplier's terms which are specific to the relevant Service offered as part of G-Cloud;

**Software:** the software provided by the Supplier as part of the Services.

**Supplier Terms:** means this document and the schedules hereto

**T&M:** means time and materials.

**Third Party Licences:** means licences granted by third party licensors to the Supplier for software needed in order to provide the Services.

**User Subscriptions:** the user subscriptions purchased by the Buyer pursuant to an Order Form, where applicable.

**Virus:** 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.

**Working Days:** means any day other than a Saturday, Sunday or public holiday in England, Wales and/or Scotland.

## **2. Interpretation**

- 2.1 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.
- 2.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 A reference to one gender shall include a reference to the other genders.
- 2.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.7 References to clauses and schedules are to the clauses and schedules of the Supplier Terms; references to paragraphs are to paragraphs of the relevant schedule to the Supplier Terms.



## **PART B: SERVICE SPECIFIC TERMS - SUPPORT SERVICES**

In addition to the Supplier Terms set out in Part A, the terms set out in this Part B are applicable to all Lot 3 (Cloud Support) Services.

The terms applicable to Support Services can be viewed below. These set out the respective responsibilities of Sopra Steria and the Buyer to enable the Services to be specified, ordered and used successfully by the Buyer.

A signed Order Form (in the general form of Part A of the Call off Contract governed by the Framework Agreement) is the method of placing Orders under the G-Cloud Catalogue. Orders can be placed by sending the completed signed Order Form to Sopra Steria at:

[soprasteria-gcloud@soprasteria.com](mailto:soprasteria-gcloud@soprasteria.com)

Payment: Buyers ordering by contract/purchase order will be invoiced either monthly or on completion of a task. Where applicable, milestone payments for longer assignments will be agreed as part of the ordering process. Payment (e.g. by BACS) is due within 30 days of invoice date.

The terms for supplying Cloud Support Services, in addition to Sopra Steria's G-Cloud [Terms and Conditions Part A](#), are set out in the following sections:

1. Provision of Cloud Support Services
2. Conditions of Supply
3. Buyer Responsibilities

Where terms are capitalised (e.g. "Service"), these terms shall have the meaning given to them in Sopra Steria's G Cloud Specific Terms and Conditions. These G-Cloud Specific Terms & Conditions apply to all Sopra Steria offers in the G-Cloud.

### **SECTION 1: PROVISION OF SPECIALIST CLOUD SERVICES**

1. Sopra Steria will provide Cloud Support Services to the Buyer in response to a valid Order Form containing the information required by Sopra Steria to start provision of the Service.
2. Sopra Steria will use reasonable endeavours to provide Cloud Support Services within the target lead time, subject to availability of the requested resources.

### **SECTION 2: CONDITIONS OF SUPPLY**

1. The offer is aligned to the Service Scope and Definition and the Buyer fulfils its required obligations. Pricing is based on Consultancy rates are quoted in accordance with the SFIA framework.
2. An overtime Charge is payable by the Buyer for work outside normal hours.
3. In the event that the Buyer cancels, defers or rearranges a Service with less than 5 clear working days' notice, Sopra Steria reserves the right to Charge for the Services nonetheless.

4. Where use of licensed software is necessary for the Buyer to use the Service, the Buyer's use of the Service shall constitute assent to the user licence agreement terms for such software. Sopra Steria will provide a link to the applicable terms through the G-Cloud entry for the Service.
5. An Order is deemed to be accepted only when a signed acknowledgment of the Order has been given by Sopra Steria to the Buyer.
6. Whilst Service commencement dates are given by Sopra Steria in good faith based upon information available to Sopra Steria, such dates are not guaranteed and Sopra Steria accepts no liability for delay in delivery or completion of performance of Services howsoever caused.
7. Sopra Steria is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time.

### **SECTION 3: BUYER RESPONSIBILITIES**

This Section identifies the Buyer responsibilities. The key ones are listed here to provide clarity and guidance, in addition the service definition enforced at the time of the contract will include offer specific Buyer responsibilities. The Buyer shall be liable for any delay or rework caused as a result of it failing to comply with its responsibilities (stated within this Section or the relevant service definition).

1. The Buyer has responsibility for providing office accommodation and facilities (including software tools where these relate directly to the Services being procured by the Buyer) without charge to Sopra Steria where work is required to be conducted at the Buyer's premises.
2. It is the Buyer's responsibility to provide Sopra Steria with such access, information and staff cooperation as Sopra Steria may reasonably require for the proper performance of any Services.
3. The Buyer shall advise a Sopra Steria consultant or subcontractor working at a Buyer location of rules, procedures and information relating to matters such as health and safety and security that are relevant or necessary for working at that site.
4. For Support Services with a fixed bundled solution and defined deliverables, the Buyer has responsibility for meeting the defined Buyer dependencies, including timely access to data, facilities and personnel.
5. The Buyer roles identified in the Service Offer must include an authorised representative that is empowered to act on behalf of the Buyer, to approve invoices. The sign off and acceptance of the work must happen in a timely manner (and in any event within 5 working days of receipt).