

CLOUD SUPPORT SERVICES – SUPPLIER TERMS

These Supplier Terms are applicable to the Crown Commercial Service (CCS), G-Cloud 14 Cloud support services, and together with the Order Form and Call-Off Terms shall form the entire agreement between the Buyer and the Supplier.

1. In this Agreement, the following expressions have the following meanings:
 - 1.1 **“Agreement”** means these Supplier Terms and each Statement of Work (**“SoW”**) together or separately. In the event of any conflict of meaning between these Supplier Terms and any SoW, the Supplier Terms shall prevail;
 - 1.2 **“Authorised Representative”** means the Buyer’s representative whose identity is notified in writing by the Buyer to the Supplier and who will act as the prime point of contact to the Supplier in connection with the Services;
 - 1.3 **“Proprietary Rights”** means all intellectual property rights including but not limited to copyrights, database rights, patents, design rights, trademarks, and trade secrets;
 - 1.4 **“Services”** means the services as described in the Order Form as ordered by the Buyer;
 - 1.5 **“Service Items Delivered”** or **“SIDs”** means all deliverables and outcomes in respect of the Services as agreed in the Order Form or SoW; and
 - 1.6 **“SoW”** means a description of the SIDs to be delivered utilising some or all of the Services forming a Schedule to this Agreement, including:
 - (a) the title and description of the SIDs;
 - (b) the nature of the SIDs or Services;
 - (c) the time period or schedule for undertaking the delivery of the SIDs or Services; and
 - (d) the amount and/or method of calculation of the Charges for provision of the SIDs or Services.
2. **The Services**
 - 2.1 The Supplier agrees to provide and the Buyer agrees to procure the Services described in the Order Form and SoW

at the rates or for the sums set out therein.

- 2.2 The Supplier is not generally authorised to carry out any work for the Buyer, which is not the subject of a properly executed Order Form or SoW.
- 2.3 This Agreement is not an exclusive arrangement and subject to the Supplier’s obligations in this Agreement, including but not limited to the obligation to avoid any conflicts of interest, nothing in this Agreement will operate to prevent the Supplier’s personnel from engaging in other services, consultancy or project management activities.
- 2.4 The Services are provided at the Buyer’s request and the Buyer accepts that it is responsible for verifying that the Services are suitable for its own needs.
- 2.5 The Buyer acknowledges that times scheduled in any Order Form or SoW are estimates only of the amount of time required by the Buyer for the provision of the Services and the Buyer may be invoiced for the actual effort spent by the Supplier in providing the Services to the Buyer.
- 2.6 To facilitate the provision of the Services, the Buyer and the Supplier will meet to discuss and review the Order Form and SoW on a regular basis and will jointly identify, prepare and agree in writing all relevant aspects of the Services to be provided.
- 2.7 The Supplier is authorised to have access to those computer systems including network access as identified by the Buyer to the extent to which this is necessary for the performance of the Services.

3. Supplier’s Obligations and Warranties

The Supplier warrants and undertakes:

- 3.1 to apply through its personnel and business practices all reasonable professional skill, care and expertise to the performance of the Services in accordance with the terms of this Agreement;
- 3.2 to provide suitably qualified personnel to carry out the Services and related tasks

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including attendances at meetings and travel as reasonably required;

- 3.3 to provide the Services in a timely manner and to a professional standard in accordance with any time schedules stipulated in the Order Form or SoW and which will conform to the standards generally observed in the industry for similar services, and to co-operate with employees and other independent consultants where necessary for the performance of the Services;
- 3.4 that the SIDs so far as they do not comprise material originating from the Buyer are original works created by the Supplier, and the use or possession of them by the Buyer will not subject the Buyer to any claim for infringement of any Proprietary Rights of any third party;

4. The Buyer's Obligations

The Buyer undertakes:

- 4.1 to pay for the Services together with associated expenses under the terms of this Agreement;
- 4.2 to provide the Supplier promptly with all necessary information, support and co-operation that may reasonably be required to enable the Supplier to carry out its obligations under this Agreement;
- 4.3 for the purposes of co-ordination, to designate one individual as its Authorised Representative as first notified in writing to the Supplier, who will be responsible for engagement with the Supplier, all aspects of the Services under the terms of this Agreement;
- 4.4 when visiting the Buyer's offices, to provide at no charge to the Supplier, adequate office accommodation, a secure work space and car parking, including access to the applicable files, records, documents, computers and systems of the Buyer, all as reasonably necessary to enable the Supplier to perform the Services;
- 4.5 to take all reasonable steps to ensure the health and safety of the Supplier's personnel when visiting the Buyer's site;
- 4.6 that the computer and operating systems and any other software,

information or data which the Supplier is asked to access, use or modify for the purpose of the Services are either the property of the Buyer or are legally licensed to the Buyer or otherwise in the lawful possession of the Buyer for the uses intended, and to indemnify the Supplier in respect of any claims against the Supplier by third parties including all related costs, expenses or damages in the event of any actual or alleged violations of third party proprietary or data rights or software licences;

- 4.7 to ensure that the Buyer's employees, suppliers and other independent consultants co-operate as required with the Supplier in relation to the provision of the Services;
- 4.8 to furnish the Supplier promptly with such information and documents as the Supplier may reasonably request for the proper performance of its obligations under this Agreement;

5. The Supplier Personnel

The Supplier's personnel that may perform the Services will be appropriately qualified and experienced for such work and will remain under the overall control of the Supplier at all times during the term of this Agreement.

6. Proprietary Rights

- 6.1 If compliance with the Buyer's designs, specifications or instructions results in the Supplier being subject to any claim for infringement of any Proprietary Rights or any third party rights, the Buyer will indemnify the Supplier against any claims, demands, damages, costs and expenses made against or suffered by the Supplier as a result of any such claim or action.
- 6.2 The Supplier will be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Services, and any improvements to the Supplier's products made or developed during the course of the Services will belong exclusively to the Supplier.

**IN NO CIRCUMSTANCES WILL THE
SUPPLIER BE LIABLE FOR ANY**

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COSTS OR EXPENSES INCURRED BY THE BUYER WITHOUT THE SUPPLIER'S WRITTEN AUTHORISATION AND THE FOREGOING STATES THE ENTIRE REMEDY OF THE BUYER IN RESPECT OF ANY INTELLECTUAL PROPERTY RIGHT INFRINGEMENT BY THE SERVICES.

7. Charges, Expenses and Payment Terms

- 7.1 In consideration of the Services rendered by the Supplier pursuant to the Order Form and each SoW, the Buyer will pay to the Supplier fees in the amounts and at the rates set out in the Order Form or SoW plus Value Added Tax as applicable.
- 7.2 Unless otherwise agreed in the Order Form or SoW, such fees will accrue monthly and the Supplier will render monthly invoices to the Buyer in respect of the fees, and where registered for VAT, the Supplier will show any VAT separately on such invoices.
- 7.3 All fees will be payable to the Supplier without deductions of any kind except in respect of moneys owed by the Supplier to the Buyer. The Supplier is responsible for arranging its own tax affairs in an appropriate manner and for accounting to the appropriate authorities.
- 7.4 The Buyer will pay or reimburse to the Supplier on production of such vouchers or other evidence as it may require all reasonable and proper expenses including accommodation and subsistence arising out of journeys undertaken on the Buyer's behalf incurred in connection with the Services.
- 7.5 Payments which are not received when payable will be considered overdue and remain payable by the Buyer together with interest for late payment from the date payable at the statutory rate applicable as well after as before any judgment. This interest will accrue on a daily basis and be payable on demand.
- 7.6 If the Supplier becomes entitled to terminate this Agreement for any reason, any sums then due to the

Supplier will immediately become payable in full.

8. Indemnities and Limits of Liability

- 8.1 The Supplier makes no representations and gives no warranties, guarantees or undertakings concerning the Supplier's performance of the Services except as expressly set out in this Agreement. All other warranties express or implied, by statute or otherwise, are excluded from this Agreement. There will be no obligation on the Supplier to correct or re-perform any of the Services except at the reasonable request of the Buyer in accordance with the terms and applicable charge rates set out in this Agreement.
- 8.2 The Buyer will indemnify the Supplier and keep the Supplier fully and effectively indemnified against any losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Supplier may sustain or incur which may be brought or established against the Supplier by any person and which arise in relation to any claims by third parties arising from the Supplier's performance pursuant to any instructions by the Buyer or its Authorised Representative including but not limited to instructions concerning the performance of the Services for third parties.

9. General Contract Provisions

- 9.1 No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this Agreement.
- 9.2 This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.