

THIS SERVICE AGREEMENT is made on the [enter day] day of [enter date] Two thousand and [enter year].

BETWEEN

(1) Anson Resolution+ Limited a company incorporated in England and Wales under registration number 08870539 the registered office of which is at 20-22 Wenlock Road, London, N1 7GU (hereinafter called “Service Provider” or “we/us”) of the one part and

(2) [Enter Name] principal place of business of which is at [Enter address] (hereinafter called “the Customer” or “you”) of the other part.

WHEREAS it has been agreed that Service Provider will provide the Customer with a [enter name of service] service subject to the terms set out in:

1. The Framework Agreement (between the Service Provider and the “Authority”).
2. The Call-Off Agreement (between the Service Provider and the Customer).
3. Order Form (which will set out the details of the order for each call off).
4. The Service Provider Terms and Conditions below which define the specifics to the usage of the services provided.

1. Definitions

Term	Description
Acceptable Use Policy	The Service Provider’s acceptable use policy as set out or amended and notified to the Customer in writing from time to time.
Authorised User	Those employees, agents or independent contractors of the Customer or any service beneficiary who are authorised, pursuant to the terms and in accordance with the requirements of the Contract, by the Customer to use the Services.
Agreement Form	The Service Provider’s Acceptance Form which the Customer’s Authorised User signs to confirm the Security Operating Procedures and Acceptable Use Policy have been read and understood.
Call Off Contract	The G-Cloud 14 Call Off Contract and Order Form, following the provisions of the G-Cloud 14 Framework Agreement, incorporating this Agreement, the Applicable Service Definitions, the Systems Interconnect Security Policy and any other referenced document.
Content	Software (including third party software), data, documents, text video, audio or other content.
Security Officer	The Service Provider’s or Customer’s appointed Security Officer responsible for ensuring that information assets and technologies are adequately protected.



Security Operating Procedures	The Service Provider's security operating procedures as set out or amended and notified to the Customer in writing from time to time.
Service Credits	The sums attributable to our failure to deliver any part of the Services in accordance with the service levels, as specified in the applicable Service Definition.
Systems Interconnect Security Policy	The formal security document that identifies which aspects of security are within the remit of Our security officer, and which aspects of security are within the remit of Your security officer.
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); steal or redirect data in bad faith or attempt to do the same; or adversely affect the User experience, including worms, malware, ransomware, Trojan Horses, viruses and other similar things or devices.

2. Customer Responsibilities

2.1 To create an Account the Customer is required to provide certain personal information about the Account registrant and create a user name and password. The Customer agrees to provide accurate, current and complete information. Access to the Cloud Services cannot be shared or used by more than one individual (unless it is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use such licence). The Supplier reserves the right to suspend or terminate any Account if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading.

2.2 The Customer is responsible for maintaining the confidentiality of its passwords and Accounts and agrees to notify the Supplier if its password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have become compromised. Irrespective of notification, the Customer is responsible for all activities that occur under its Account.

2.3 The Customer shall:

- a) obtain and maintain all necessary licenses, consents, and permissions necessary for the Service Provider, its contractors and agents to perform their obligations under the contract, including the Services or any Additional Services.
- b) ensure that its network and systems comply with the relevant specifications provided by the Service Provider from time to time.
- c) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Service Provider's data



centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

d) comply with (and shall ensure that all Authorised Users comply with) the Security Operating Procedures as made available to the Customer.

e) comply with (and shall ensure that all Authorised Users comply with) the Acceptable Use Policy, appropriate to the service, provided by the Service Provider to the Customer.

f) ensure that all Authorised Users sign and return to the Service Provider, the Security Operating Procedures and Acceptable Use Policy agreement forms.

2.5 The Customer shall not:

a) copy, license, sub-license, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Cloud Services available to any third party, other than as expressly permitted by this Agreement and by international export laws and regulations;

b) interfere with or disrupt the integrity or performance of the Cloud Services or the data contained therein;

c) attempt to gain unauthorized access to the Cloud Services or their related systems or networks;

d) disseminate performance-related information relating to the Cloud Services or the Software;

e) use the configuration and reporting capabilities of the Cloud Services for any other purposes besides those set forth in this Agreement;

f) access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; or is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity, and we reserve the right, without liability to you, to disable your access to any material that breaches the provisions of this clause: or

g) otherwise utilize the Cloud Services in any manner, except as expressly permitted under this Agreement.

2.6 In the event of an Authorised User breaching the terms of either the Acceptable Use Policy or the Security Operating Procedures, the Service Provider reserves the right to take appropriate sanction, up to and including, disconnecting that Authorised User's use of services.



2.7 Under the conditions described in clause 2.5 or 2.6, the Customer will remain liable for all Service Charges for the remainder of the Contract period.

2.7 The Customer is responsible for all user access to and use of the Cloud Services and shall abide by all applicable laws and regulations including those regulations applicable to data privacy and data security regulations.

3. Billing

3.1 Billing will commence from the point at which the services are first consumed or as agreed in writing in the customer Order Form. No services will be provided to Authorised Users until the agreement forms detailed in clause 2.3 are provided to the appointed Security Officer.

3.2 We calculate and bill Our fees for the Services on a monthly basis (as agreed pursuant to an Order Form), unless otherwise described in the applicable Service Definition, and you shall pay our invoices for such fees within 30 days after the date of such invoices. We may also require payment on different terms for ad hoc services or irregular purchases, in which case we shall inform you prior to your agreeing to receive these services or purchases.

3.3 Interest shall be payable on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time), at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

4. Cloud Credits

4.1 All Services can be consumed as Cloud Credits at the request of the Customer.

4.2 Where Cloud Credits have been purchased the Customer will be provided with a Cloud Service Credit token and billed for the appropriate amount.

4.3 Each month the Supplier will report the Cloud Credits used that month, and the amount of Cloud Service Credit remaining. Once all Cloud Credits have been used, Service consumption will be billed as described in Clause 3.

4.4 The Cloud Credits will remain valid for the period of the Call Off Agreement.

5. Your Content and Data

5.1 For the purposes of this clause 3, the terms "data controller", "data processor", "personal data", and "processing" shall have the meanings given in the Data Protection Act 2018 ("DPA"). References to Your personal data include the personal data of the Authorised Users.

5.2 You shall own all rights, title and interest in and to all of Your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.



5.3 We shall not be responsible for backing up your Content unless this is a feature included as part of the Service. Where backup is chosen, we shall follow our backup procedures for your Content as set out in such Service Definition.

5.4 Where we process any personal data on Your behalf when performing our obligations under this Agreement, you shall be the data controller and we shall be a data processor and:

(a) you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer such personal data in accordance with this Agreement on Your behalf;

(b) you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(c) we shall process the personal data only in accordance with the terms of this Agreement, the DPA, any lawful instructions given by you from time to time, and in accordance with the terms of the G- Cloud 12 Framework Agreement and Call Off Contract.

5.5 We may collect, store and use your personal data for the following purposes:

(a) to provide you with Services that You request and to fulfil our contractual obligations to you; and

(b) to provide information about our Services.

6. Offboarding

6.1 On termination of this Agreement for any reason:

(a) all rights granted to You under this Agreement shall immediately terminate;

(b) you will immediately return or (at our request) destroy all Anson Resolution Content in Your possession;

(c) you are responsible for removing all Content by 23:59:59 on the Effective Date of termination. If Content is not removed by this time we reserve the right to charge for any Content not removed, or for retrieving and returning your content, and may destroy or otherwise securely dispose of any of your Content in our possession.

(d) 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, including without limitation clauses 1 (Definitions), 5 (Your Content and Data) and 7 (Intellectual Property Rights) shall not be affected or prejudiced.



7. Intellectual Property Rights

7.1 As between you and us, you own all right, title, and interest in and to your Content. Save as expressly provided in this Agreement, we shall obtain no rights from you or your licensors to your Content. You hereby consent to us and our sub-contractors Using Your Content to provide the Services.

7.2 You represent and warrant to us that you or your licensors own all right, title, and interest in and to your Content, and that you have all rights in your Content necessary to grant the rights contemplated by this Agreement.

7.3 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

7.4 You shall not, 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 this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of our Content, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of our Content.



BY SIGNING THIS SERVICE AGREEMENT THE CUSTOMER AGREES to comply with all the terms of this legally binding agreement. The parties hereby acknowledge and agree that they have read this Service Agreement and by signing below agree to be bound by the terms of this Agreement.

Signed duly authorised for and on behalf of the CUSTOMER

Customer Name:

Signature:

Name:

Position:

Date:

Signed duly authorised for and on behalf of the SERVICE PROVIDER Signature:

Signature:

Name:

Position:

Date:

