

This Agreement and any documents referred to in it (this "Agreement") contains the terms and conditions that govern the Services (as defined below) and is an agreement between Cloud Logik Ltd (Company number 11290854) whose registered office is at 3 Aveley Court, ME8 7BY ("Cloud Logik", "We," "Us," and "Our") and You or the entity You represent ("You" and "Your").

1. Definitions and Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement:

"Allocated Consultants" means Our personnel or subcontractors deployed to perform the Services.

"Call Off Contract" means 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 referred document.

"Content" means software (including third party software), data, documents, text, video, audio or other content or information relevant to the Services and Deliverables.

"Deliverables" means the products and outcomes pursuant to the Services that We perform in conformance to a Statement of Work and the Call-Off Contract.

"Digital Marketplace" means the UK government maintained online catalogue of G-Cloud services.

"G-Cloud 14 Framework Agreement" means the clauses of framework agreement RM1557.14, together with the framework schedules under which We are authorised to provide certain cloud and professional services.

"Order Form" has the meaning given in Schedule 6 of the G-Cloud 14 Call Off Contract "Glossary and Interpretations".

"Parties" means You and Us collectively, each being a "Party".

"Personal Data" shall have the meaning given to it in the Data Protection Legislation.

"Service Definitions" means the documents setting out the descriptions of the applicable Services, any terms and conditions specific to such Services, as available in the Digital Marketplace and incorporated into the applicable Call Off Contract.

"Services" or "Service" means the Services ordered by You as set out in the Order Form, the Digital Marketplace, and the applicable Service Definitions.

"Statement of Work" means the package of work, including activities, milestones, prices and Deliverables agreed between the Parties.

"Third-Party Content" means Content made available to you by a third party in conjunction with the Services

2. Performance of the Services

- 2.1. We shall supply the Services in conformity with the Service Definitions and entries set out in the Digital Marketplace.
- 2.2. We shall perform the Services in accordance with best industry practice, and shall exercise all reasonable skill, care and diligence.
- 2.3. We shall provide all the expert technical advice and skills needed for the performance of the Services, and shall allocate suitably qualified and experienced consultants as needed for the efficient and timely completion of the Services.
- 2.4. Where required, all Allocated Consultants shall have an appropriate level of security clearance in conformance with BS7858:2012.
- 2.5. We have the right to deploy alternative Allocated Consultants of comparable standing at any time.
- 2.6. You agree that We may use sub-contractors from time to time in the performance of the Services. Any such subcontractors shall be

employed in conformance with the terms of the G-Cloud 14 Framework Agreement, the Call Off Contract and this Agreement.

- 2.7. The Services shall be scheduled upon agreement of a Statement of Work and Call-Off Contract between the Parties, and upon Our receipt of a valid purchase order. We are not able to guarantee Allocated Consultant start dates in advance of fulfilment of this clause 2.7.
- 2.8. Unless otherwise agreed in the Statement of Work and Call-Off Contract, the Services and Deliverables are deemed to be accepted by You upon completion.
- 2.9. Nothing in this Agreement shall transfer to You any intellectual property owned by Us, or any intellectual property created or licensed by Us in connection with the Services, unless the same has been specifically purchased by You under the terms of this Agreement.
- 2.10. Both Parties agree that the Services are outside of IR35 legislation, and We shall use Our own initiative and expertise regarding the way the Services are delivered.
- 2.11. Our Allocated Consultants shall deliver the Services within the scope set out in the Statement of Work and Call-Off Contract. The addition of new requirements or changes to the scope of work may incur additional costs.
- 2.12. Additional ad-hoc and irregular services may be agreed between the Parties. If required these services shall be provided by Us according to the terms of this Agreement

3. Your Obligations

- 3.1. You shall Provide Us with all necessary co-operation in relation to this Agreement and all necessary access to such information as We may require in order to perform the Services, including but not limited to:
 - 3.1.1. The timely provision of Content reasonably necessary for the Performance of the Services;
 - 3.1.2. You shall ensure sufficient access to Your premises for Our Allocated Consultants, and use of any equipment that is reasonably necessary for the performance of the Services;

- 3.1.3. Timely access to any Third-Party Content or premises that We reasonably require to perform the Services;

- 3.1.4. Timely arrangement of meetings and briefings with key stakeholders such as is reasonably necessary for the performance of the Services.

- 3.2. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.

4. Data Protection

- 4.1. Both Parties shall store and use the other Parties Personal Data in accordance with the terms of the Data Protection Legislation, the G-Cloud 14 Framework Agreement and the Call-Off Contract.
- 4.2. We may collect, store and use Your personal data for the following purposes:
 - 4.2.1. To provide You with Services that You request and to fulfil Our contractual obligations to You; and
 - 4.2.2. To provide information about Our Services.

5. Payment

- 5.1. You shall pay Us the applicable fees and charges for use of the Services as described in the applicable Service Definition. All fees and charges shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax.
- 5.2. We calculate and bill Our fees for the Services on a fortnightly 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 14 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.
- 5.3. 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.

- 5.4. If a Call-off Contract is terminated for no cause
for reasons unrelated to Our performance We
may recover Our costs equal to the value of the
Services scheduled for the thirty (30) days
following the termination
- 5.5. All sums payable to Us under this agreement
shall become due immediately upon
termination of the Agreement.

