



POSTERITY GLOBAL

Digital-era procurement, for people and planet

G Cloud 14: Lot 3 Cloud Support Terms and Conditions

April 2025

1. Application and entire agreement

- 1.1 These Terms and Conditions apply to the provision of the Services detailed in our quotation (Service Definition) by Posterity Global Group Limited, a company registered in England and Wales under company number 12349170 whose registered office is at sbarc|spark, Maindy Rd, Cardiff CF24 4HQ, hereafter also known as “we”, “our” or “us” to the Client buying the Services, hereafter also known as “you” or “your”.

2. Interpretation

- 2.1 A “business day” means any day other than a Saturday, Sunday or public holiday in England and Wales.
- 2.2 The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
- 2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Delivery of our Services

- 3.1 We warrant that we will use reasonable care and skill in our performance of the Services, which will comply with the quotation, including any specification in all material respects. However, we may make changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
- 3.2 We will use reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the sole or majority factor in the performance of our obligations.
- 3.3 All of these Terms and Conditions apply to the supply of any Goods as well as Services unless we specify otherwise.

4. Deliverables

Drafts and oral discussions

- 4.1 In the course of providing the Services, we may discuss ideas with you orally or show you drafts of the Products or Written Deliverables (as specified in the Engagement Letter) or other working documents we may prepare and share with you, in each case for your comment. We do this on the basis that you will not rely on any drafts, working documents, or oral comments or advice unless their content is finalised and confirmed to you in writing in the final Products or Written Deliverables. Accordingly, we will not be responsible if you choose to act, or refrain from acting, on the basis of any drafts, working documents, or oral comments or advice. If you want to rely or act on oral comments, or advice, please let us know in order that we may deal with them in our final Written Deliverables. Furthermore, for your convenience, the Written Deliverables may be made available to you in draft or in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media.
- 4.2 Unless the Engagement Letter specifies other arrangements, you agree that each Product or Deliverable will be deemed accepted by you (and our Services, or the relevant part of them, completed) when it is in its final form or when you first make use of the Product or Deliverable, whichever first occurs.

Use of Deliverables

- 4.3 The Written Deliverables (and drafts thereof) and any other advice and recommendations we provide to you are for your exclusive use and must be used solely for the purpose described in the Engagement Letter. They must not be used for any other purpose, recited or referred to in any document, copied or made available (in whole or in part) to any other person without our prior written express consent. You acknowledge that were you to do so (and without limitation) this could expose us to a risk that a third party who otherwise would not have access to that Deliverable (and/or Confidential Information as defined in clause 4 above), might claim to have relied upon the Deliverable (and/or Confidential Information) to its detriment and might bring or threaten to bring a Claim against us.

Post date events

- 4.4 We have no responsibility to update any Deliverable for events occurring after completion of this Contract (which, unless provided otherwise in the Engagement Letter, will be the date on which the final Written Deliverable or Product is delivered or signed and, for other Deliverables, completion of the Transaction), nor to monitor its continuing relevance or suitability for your purposes.

Ownership and intellectual property

- 4.5 On payment of all of our Fees, we grant you a non-exclusive, perpetual, non-transferable licence to use, reproduce and distribute the Deliverables for your internal business purposes only. We retain rights in the Deliverables and associated materials, software, and in any know-how and/or methodologies that we may use or develop in connection with this Contract (other than materials provided to us by another party which retains intellectual and other property rights in those materials). In circumstances where we may hold certain documents on your behalf, you agree that we may destroy them (together with any other documents related to the engagement) at any time after 6 years from the conclusion of the work to which those documents relate.

Our commitment to Quality and Status Reporting

- 4.6 Our work will be reviewed internally to ensure quality and consistency is maintained throughout the Project.
- 4.7 A fortnightly "Flash Report" will be provided by Us to the you setting out any identified critical dependencies, key issues and risks, expenditure and progress to date.

5. Subcontracting and assignment

- 5.1 We can at any time assign, transfer, discharge, subcontract or deal in any other manner all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- 5.2 You must not, without our prior written consent, assign, transfer, discharge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

6. Intellectual Property

- 6.1 The Deliverables produced by us will be your property, subject to the conditions agreed on a contract by contract basis.

- 6.2 However, any Posterity Global in-house systems, knowledge and methodologies used by us are exclusively our property.
- 6.3 We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 6.4 The Client grants Posterity Global a non-exclusive, world-wide, royalty free licence to use, copy and adapt the Client materials for the purpose of providing the Services to you during the term of this Contract and, unless otherwise set out under the Contract, the Client will be responsible for obtaining all necessary rights for the use by you and the recipients of the third party materials you make available to Posterity Global or ask us to use, and for the use by us of these third party materials in the performance of the Services and the provision of the work product and deliverables. The Client agrees to reimburse Posterity Global for all costs, claims and liabilities that we suffer or incur as a result of you failing to obtain any such rights.

7. Your obligations

- 7.1 You must obtain any rights, permissions, consents, licences or otherwise that we need and you must provide Posterity Global access to any and all relevant information, systems, materials, personnel, properties or any other effects which we need to provide the Services.
- 7.2 If you do not comply with clause 4, we can terminate the Services.
- 7.3 We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section ("Your Obligations").
- 7.4 Our performance of the Services, the timetable, the level of our pricing each depend on the accuracy and completeness of any assumptions set out in the Engagement Letter. You agree to tell us, as soon as you are aware, if you believe any of these assumptions are unrealistic for any reason.
- 7.5 You will be responsible for ensuring that your staff involved with this Contract have the appropriate skills and experience. If any of your staff fail to perform as required, you will provide additional or replacement staff as we may reasonably request.
- 7.6 You will provide us all the information and access that is necessary for the performance of the Services.
- 7.7 As soon as you or any of your members of staff become aware, you will share with us any proposals, developments or other matters or issues of which you are aware and which are material to the Services.
- 7.8 Where you are using third parties to provide information, materials or other assistance in support of the Services, or you are employing other suppliers whose work may affect our ability to deliver the Services, you will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.
- 7.9 You acknowledge and agree that our performance of the Services is dependent on the timely and effective completion of your own activities and responsibilities.
- 7.10 Legal and other specialist input – Our Services may be conducted alongside your legal or other advisers, acting separately for you. To the extent they relate to our performance of the Services, we may need to review sections of draft agreements prepared by your legal or other advisers but we are not qualified to provide legal or other specialist advice. Any agreement is the product

of negotiation between its parties and you agree that it is your responsibility to obtain appropriate legal or other specialist advice and to decide whether in all the circumstances you are prepared to accept any proposed agreement. In particular, where we review sections of draft agreements prepared by you or your legal advisers, or provide a formula, calculation, table or otherwise for inclusion in a legal agreement, or both, it is the responsibility of your legal advisers or you (as applicable), to ensure that commercialthe drafting of that document effectively reflects the commercial agreement that the parties to it have reached.

8. Exclusivity and Confidentiality

- 8.1 Our Posterity Global services, work and deliverables are provided to you, our Client, on the basis of strictest confidentiality. Our deliverables will be produced on the basis of “for your eyes only” (our direct Client), for your internal and confidential Client use only, and without consideration of any other purpose. We have no duty of care to any other party in any other circumstances.
- 8.2 No Third Party of any kind nor of any relationship to you may therefore rely on our Posterity Global work or deliverables in any way. Nor will any person who is not a party to this Contract have any rights under the Contract to enforce any of its terms.
- 8.3 You commit to not sharing our Deliverables (or any other aspect of our work or Services, in any form) with any other party, nor the referencing of any element of our work or deliverables to any party outside of your organisation, without our prior and explicit written consent, which we are not obliged to give.
- 8.4 In the event that we do agree to any element of our work being shared for this purpose, you accept that this may be on the basis of our undertaking necessary additional work, at additional cost, and also on the basis of strict legal conditionality and limitations, as documented by Change Order.
- 8.5 If we do agree in writing to you to sharing our work or Deliverables or any element thereof with any other Third Party, you further confirm that we will have no responsibility of any kind to that Third Party, that you release Posterity Global of all obligations under this contract in this regard and, further, that you fully indemnify and underwrite Posterity Global in this regard.
- 8.6 All external communications on the Project need to be agreed by both Parties.

9. Communications

- 9.1 All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 9.2 Notices shall be deemed to have been duly given:
 - a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the receipt;
 - b. when sent, if transmitted by fax or email, and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing, if mailed by airmail.
- 9.3 All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

10. Cancellation and Amendment of our Services

- 10.1 If you want to amend any details of the Services you must tell us in writing as soon as possible. You accept that any requested amendments and changes will only be actioned once subject to an agreed Change Order signed by both parties. 5
- 10.2 We will then use reasonable endeavours to make any required amendments and changes. All additional costs will be included in the Fees and invoiced to you and we reserve the right to adjust time-frames to reflect any additional works where such works are agreed in writing by both parties.
- 10.3 If, due to circumstances beyond our control, including those set out below, we have to make any change in the Services or how they are provided, we will notify you as soon as possible.
- 10.4 We will use reasonable endeavours to keep any such changes to a minimum.
- 10.5 In the event that you wish to cancel or suspend this contract, for whatever reason, you accept full responsibility for all reasonable costs that we may have incurred to date and for our reasonable demobilisation costs and any irrevocable commitments we may have made.

11. Fees

- 11.1 The “Fees” for the Services are set out in the quotation and are on a Deliverable or Time and Materials (“T&M”) basis which shall be agreed on a contract by contract basis.
- 11.2 In addition to the Fees, we can recover from you
 - a. reasonable incidental expenses including, but not limited to: travelling expenses, hotel costs, subsistence and any associated expenses,
 - b. the cost of Services provided by third parties not included in the original quotation and/or your request for Services and required by us for the performance of the Services, and
 - c. the cost of any materials required for the provision of the Services.
- 11.3 You must pay for any additional Services provided by us in accordance with the daily rate in effect at the time the Services are delivered, or such other rate as may be agreed between you and us prior to delivery. The provisions of all of clause 5 also apply to these additional Services.
- 11.4 The Fees are exclusive of any applicable VAT and other taxes or levies, which are imposed or charged by any competent authority.

12. Payment

- 12.1 We will invoice you for payment of the Fees either:
 - a. when we have completed the Services; or
 - b. at agreed interim payment points for the Services; or
 - c. on the invoice dates set out in the quotation.
- 12.2 You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
- 12.3 Time for payment shall be of the essence of the Contract.
- 12.4 Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England on the amount outstanding and from the first day the amount outstanding is overdue until payment is received in full.

- 12.5 All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part. 6
- 12.6 If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future Services, which have been ordered by, or otherwise arranged with, you.
- 12.7 Receipts for payment will be issued by us, only at your request.
- 12.8 All payments must be made in British Pounds Sterling (£) unless otherwise agreed in writing between us.

13. Termination

- 13.1 We can terminate the provision of the Services immediately if you:
- a. commit a material breach of your obligations under these Terms and Conditions; or
 - b. fail to pay any amount due, following invoice validation, under the Contract on the due date for payment; or
 - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. enter into a Voluntary Arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement which is made with its creditors;
 - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.
- 13.2 You can terminate the provision of services immediately if we:
- a. commit a material breach of our obligations under these Terms and Conditions; or
 - b. are or become or, in your reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - c. enter into a Voluntary Arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement which is made with its creditors; or
 - d. convene any meeting of our creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of our assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of us, notice of intention to appoint an administrator is given by us or any of our directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or

petition presented to any court for our winding up or for the granting of an administration order in respect of us, or any proceedings are commenced relating to our insolvency or possible insolvency.

14. Liability and Indemnity

- 14.1 Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
- 14.2 The total amount of our liability is limited to the total amount of Fees payable by you under the Contract or the equivalent of year one (1) amount payable by you under this contract (whichever is lesser).
- 14.3 We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- a. any indirect, special or consequential loss, damage, costs, or expenses or;
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by you in any failure or breach in relation to your obligations; or
 - e. any losses arising directly or indirectly from the choice of Services and how they meet your requirements or your use of the Services or any goods supplied in connection with the Services.
- 14.4 You will indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 14.5 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

15. Data Protection

- 15.1 When supplying the Services to the Client, the Contractor may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Client.
- 15.2 The parties agree that where such processing of personal data takes place, the Client shall be the 'data controller' and the Contractor shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 15.3 For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 15.4 The Contractor shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Client, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

- 15.5 The Contractor shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations. 8
- 15.6 The Contractor shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Contractor on behalf of the Client.
- 15.7 Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be asked for on request. For any enquiries or complaints regarding data privacy, you can contact Posterity Global's Information Security Partner at the following e-mail address: david@posterity.global

16. Circumstances beyond a party's control

- 16.1 Neither of us, Client nor Contractor, shall be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

17. No waiver

- 17.1 No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

18. Severance

- 18.1 If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision/s will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

19. Law and jurisdiction

- 19.1 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Posterity Global Group Ltd - registered company number: 15845745.

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