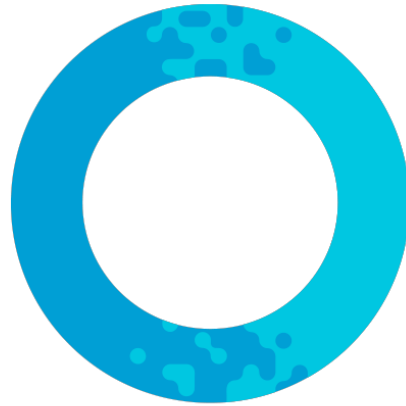




# Made Open

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## Supplier terms

For the provision of software as a service

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**Framework:** Gcloud 15  
**Version:** v6 – January 2026

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## 1. Recital

- 1.1. These Supplier Terms are supplemental to the G-Cloud 15 Framework Agreement and the Call-Off Contract. In accordance with the G-Cloud 15 hierarchy, the terms of the Call-Off Contract shall take precedence over these Supplier Terms in the event of any conflict.
- 1.2. The Supplier and the Customer wish to enter into a relationship whereby the Supplier will provide to the Customer access to its Whitelabel Platform and Service, which it makes available via the internet and on which the Customer and its permitted users will be able to upload content.
- 1.3. The Supplier agreed to provide, and the Customer has agreed to take and pay for, the Whitelabel Platform and the Services on these Supplier Terms (hereinafter referred to as “this Agreement”), which form part of the G-Cloud 15 Call-Off Contract and will bind you.

## 2. Annual Licence Fee

- 2.1. The Specification for the Whitelabel Platform includes a range of product features and services, as outlined in the table below. As the platform is highly customisable, you may adjust functionality and associated costs in line with your licensing choices.
- 2.2. The Annual Licence Fee for each Subscription Year includes the following standard customer support:
  - 2.2.1. Support for multiple licensing organisations.
  - 2.2.2. Provision of Maintenance Services in accordance with the Whitelabel SLA.
  - 2.2.3. Allocated account management hours as specified in the Call-Off Order Form, the Service Definition and the Pricing Document.
  - 2.2.4. Administrator training, plus unlimited access to user and admin guides.
  - 2.2.5. Unlimited Google searches and email notifications.
  - 2.2.6. Hosting of the Whitelabel Platform.
  - 2.2.7. Costs of Third-Party Software and API support as expressly included in the selected Service Tier or as otherwise specified and agreed in the Call-Off Order Form.
  - 2.2.8. Access to platform statistics and Google Analytics.
- 2.3. The Annual Licence Fee is fixed for the initial term of the Call-Off Contract.
- 2.4. In the event that the Customer chooses to extend the Call-Off Contract (where such option exists) or enters into a new Call-Off Contract, the Supplier reserves the right to adjust the Annual Licence Fee. Any such adjustment must be in accordance with the rates published in the Supplier’s then-current G-Cloud 15 Pricing Document.
- 2.5. Any price adjustment for an extension period must be notified to the Customer in writing at least three (3) months prior to the expiry of the current term. This is to allow for the formal Call-Off Variation process to be completed.

### 3. Definitions

These interpretations apply to this Agreement:

|                                   |                                                                                                                                                                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.1. Agreement                    | These Supplier Terms, which are incorporated into and form part of the G-Cloud 15 Call-Off Contract.                                                                                                                                 |
| 3.2. Acceptance Certificate       | Issued on completion of the Acceptance Phase.                                                                                                                                                                                        |
| 3.3. Acceptance Phase             | A two-week period whereby the Customer will undertake acceptance tests.                                                                                                                                                              |
| 3.4. Annual Licence Fee           | The annual licence fees payable by the Customer to the Supplier for the User Subscriptions in respect of each Subscription Year.                                                                                                     |
| 3.5. Anonymised Data              | Data relating to End Users and / or Authorised Users which, when used alone or in combination, doesn't identify the person to whom the data relates to.                                                                              |
| 3.6. Authorised User              | Any individual who is authorised by the Customer to use the Whitelabel Platform and Services made available to the Supplier.                                                                                                         |
| 3.7. Business Day                 | Any day other than a Saturday, Sunday or public holiday in England.                                                                                                                                                                  |
| 3.8. Change of Control            | The ownership of 50% or more of a company's share capital, or the legal or actual power to direct the general management of the company.                                                                                             |
| 3.9. Confidential Information     | Any proprietary or confidential information to either party that is i) labelled as such; or ii) should be considered as such (e.g. fee structures).                                                                                  |
| 3.10. Content                     | Any content provided to the Supplier for incorporation into the Whitelabel Platform and all content uploaded by End Users and Authorised Users directly to the Whitelabel Platform.                                                  |
| 3.11. Content Standards           | As defined in the User Terms.                                                                                                                                                                                                        |
| 3.12. Contract Term               | The duration of this Agreement.                                                                                                                                                                                                      |
| 3.13. Customer Data               | Data related to the purpose of End Users using the Services.                                                                                                                                                                         |
| 3.14. Customer Personal Data      | Personal data relating to End Users.                                                                                                                                                                                                 |
| 3.15. Data Protection Legislation | All applicable laws related to privacy and the processing of personal data, including Regulation (EU) 2016/679 ("GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426). |
| 3.16. Documentation               | The document(s) made available by the Supplier describing their Services and all other instructions for End Users and Authorised Users.                                                                                              |
| 3.17. Effective Date              | The date this Agreement is entered into.                                                                                                                                                                                             |

|                                    |                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.18. End Users                    | Registered users to whom the Customer gives access to the Whitelabel Platform and Services made available to the Supplier.                                                                                                                                                                                                                        |
| 3.19. Enhancements                 | Changes requested to the Whitelabel Platform by the Customer after the Go-Live Date.                                                                                                                                                                                                                                                              |
| 3.20. Fees                         | All fees expressed to be payable under this Agreement.                                                                                                                                                                                                                                                                                            |
| 3.21. Forecast                     | The number of User Subscriptions the Customer intends to purchase during each Subscription Year.                                                                                                                                                                                                                                                  |
| 3.22. Go-Live Date                 | The actual date on which the Whitelabel Platform goes 'live' and is available to End Users in a live environment.                                                                                                                                                                                                                                 |
| 3.23. Incremental Licence Fee      | The licence fee payable by the Customer to the Supplier for billable add-ons and any User Subscriptions in excess of the Forecast in a Subscription Year.                                                                                                                                                                                         |
| 3.24. Inappropriate Content        | Any Content on the Whitelabel Platform that infringes Content Standards as defined in the User Terms.                                                                                                                                                                                                                                             |
| 3.25. Intellectual Property Rights | All intellectual property rights (including copyright, trademarks, design rights, business names, domain names, database rights, moral rights, confidential information), whether registered or unregistered. This includes all applications, renewals or extensions which subsist or will subsist now or in the future in any part of the world. |
| 3.26. Maintenance Services         | The maintenance services provided to the Customer under this Agreement in accordance with the Service Level Agreement.                                                                                                                                                                                                                            |
| 3.27. Normal Business Hours        | 9.00am to 5.00pm local UK time on each Business Day.                                                                                                                                                                                                                                                                                              |
| 3.28. Privacy Policy               | How the Supplier collects and processes personal data on behalf of the Customer that meets their collective duties of transparency.                                                                                                                                                                                                               |
| 3.29. Project Phase                | A series of phased events within a project.                                                                                                                                                                                                                                                                                                       |
| 3.30. Services                     | The set up and provision of the Whitelabel Platform, the hosting of the Whitelabel Platform, the Maintenance Services and the subscription services provided by the Supplier to the Customer.                                                                                                                                                     |
| 3.31. Set-up Fee                   | The fee payable by the Customer to the Supplier in respect of the set-up activities during the Project Phase.                                                                                                                                                                                                                                     |
| 3.32. Software                     | The web-based software-as-a-service Whitelabel Platform, which is owned, operated and licensed by the Supplier to the Customer.                                                                                                                                                                                                                   |
| 3.33. Specifications               | The Whitelabel Platform specifications as set out in the Documentation.                                                                                                                                                                                                                                                                           |
| 3.34. Subscription Year            | Each twelve month period starting from and including the Go-Live Date.                                                                                                                                                                                                                                                                            |

|                                  |                                                                                                                                                                           |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.35. Third Party Software       | Any third-party software or technology that the Supplier makes available to the Customer as part of the Whitelabel Platform or Services.                                  |
| 3.36. User Subscription          | Each user subscription purchased by the Customer which entitles End Users to access and use the Whitelabel Platform in accordance with this Agreement and the User Terms. |
| 3.37. User Terms                 | The terms and conditions on which each End User may use the Whitelabel Platform, which will be displayed on the Whitelabel Platform and may be updated from time to time. |
| 3.38. Virus                      | Anything (including any code, software or file) which may adversely affect the operation of the Supplier's Whitelabel Platform or Service.                                |
| 3.39. Website                    | Any website domain as agreed between the parties.                                                                                                                         |
| 3.40. Whitelabel Platform        | The Whitelabel version of the Software which is provided by the Supplier to the Customer under this Agreement.                                                            |
| 3.41. Whitelabel Platform Notice | Notice given by the Supplier to the Customer that the Whitelabel Platform has been set up.                                                                                |
| 3.42. Whitelabel SLA             | The Supplier's Service Level Agreement as set out within this Agreement.                                                                                                  |

**Notices:**

- 3.43. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 3.44. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's representatives, successors or permitted assigns.
- 3.45. A reference to a company shall include any corporate, charity or organisation body wherever and however incorporated or established.
- 3.46. A reference to a statute or statutory provision is a reference to it at the date of this Agreement, and shall include all subordinate legislation.
- 3.47. References to clauses and Schedules are to the clauses and Schedules of this Agreement.

## 4. User subscription

- 4.1. Subject to the Customer paying the Fees and executing the Call-Off Contract, the Supplier grants to the Customer a personal, non-exclusive, non-transferable and revocable right to access and use (and permits its Authorised Users and End Users right to access and use) the features and functions of the Whitelabel Platform during the Contract Term, on the terms of this Agreement and the Call-Off Contract.
- 4.2. The Customer undertakes to ensure that the maximum number of End Users authorised to access the Whitelabel Platform shall not exceed the number of User Subscriptions they have purchased.
- 4.3. In relation to Authorised Users, the Customer undertakes that:

- 4.3.1. Where an individual ceases to be an Authorised User, the Customer shall inform the Supplier of the same and the Supplier shall issue authorisation details for a replacement Authorised User.
  - 4.3.2. It shall permit the Supplier to audit the usage of the Whitelabel Platform for the sole purpose of auditing the Customer's compliance with this Agreement and the Call-Off Contract.
  - 4.3.3. If a password has been provided to any individual who is not an Authorised User then, without prejudice to the Supplier's other rights, the Customer shall disable such passwords and the Supplier shall not issue any new passwords to such individual.
- 4.4. If any audits reveal that the Customer has underpaid any Annual Licence Fee due to the Supplier according to this Agreement and the Call-Off Contract, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in the Supplier's G-Cloud 15 Pricing Document and as confirmed in the Call-Off Contract within 10 Business Days from the date of the relevant audit.
- 4.5. The Customer shall not access, store, distribute or transmit any Viruses during the use of the Whitelabel Platform, nor store any material that is in breach of the Content Standards.
- 4.6. The Customer shall not:
  - 4.6.1. Attempt to copy, modify, duplicate, republish, download, display, transmit or distribute all or any portion of the Software and / or Documentation in any form or by any means.
  - 4.6.2. Attempt to reduce to human-perceivable form all or any part of the Software.
  - 4.6.3. Access any part of the Services and Documentation in order to build a product or service which competes with the Services or Documentation.
  - 4.6.4. Commercially exploit the Services and Documentation or use the Services or Documentation to provide services to third-parties except Authorised Users and End Users.
  - 4.6.5. Attempt to obtain, or assist third parties in obtaining, access to the Services and Documentation other than as expressly permitted under the Call-Off Contract and the Order Form.
- 4.7. The Customer shall use all reasonable endeavours to prevent unauthorised access to and / or use of the content management system forming part of the Whitelabel Platform and, in the event of any such unauthorised access or use, shall promptly notify the Supplier.
- 4.8. The rights provided under the Call-Off Contract are granted to the Customer only and not considered granted to any subsidiary or holding company of the Customer or to any other company associated with the Customer. The Customer will only be permitted to transfer any of these rights to another person under **clause 23** with the prior written approval of the Supplier.
- 4.9. The Customer may request Enhancements in accordance with the Call-Off Contract and the processes detailed in the Service Definition.
- 4.10. The Customer may purchase additional User Subscriptions in excess of the initial volume specified in the Call-Off Order Form, in accordance with the rates and incremental fee bands set out in the Supplier's G-Cloud 15 Pricing Document. Access for additional Users will be granted in accordance with the Call-Off Contract and this Agreement, subject to a formal Variation to the Order Form and payment of the applicable fees. Where additional subscriptions are purchased part-way through a Subscription Year, the fees shall be pro-rated for the remainder of that year.

- 4.11. The Customer agrees that use of Third Party Software may be subject to separate terms of use and shall comply with, and ensure that its End Users and Authorised Users comply with, any terms of use applicable to the Third Party Software that are advised to the Customer in writing from time to time.

## 5. Services and access

- 5.1. Once the Supplier has completed the setup of the Whitelabel Platform, the Supplier shall give notice to the Customer (the 'Whitelabel Platform Notice'). Receipt of the Whitelabel Platform Notice shall trigger the start of the Acceptance Phase, during which the Customer shall have the right to conduct its own acceptance testing to ensure that the Whitelabel Platform is compliant with the Specifications.

Where the Customer is satisfied (in its reasonable opinion) that the Whitelabel Platform complies with the Specifications, the Customer will issue an Acceptance Certificate to the Supplier. If the Customer is not satisfied that the Whitelabel Platform is compliant with the Specifications, it will notify the Supplier of this within the Acceptance Phase, giving reasonable details of any deficiencies, defects, or other non-compliance.

The Supplier will be given a reasonable opportunity to remedy the relevant issues in order that the Whitelabel Platform conforms to the Specifications. If at the expiry of the Acceptance Phase the Customer has not notified the Supplier of any deficiencies, defects or other non-compliance, the Customer shall be treated as having accepted the Whitelabel Platform and the Acceptance Certificate will be deemed to have been issued.

- 5.2. During the Subscription Year, the Supplier shall provide the Services and Documentation to the Customer in accordance with the Call-Off Contract and the Service Definition.
- 5.3. Except as otherwise provided in the Call-Off Contract and the Service Definition, the Supplier shall use reasonable endeavours to make the Services available 24 hours a day, seven days a week, subject always to downtime for maintenance and emergency purposes. Planned maintenance may be carried out during the maintenance window of 9.00 am to 5.00 pm UK time. The Supplier shall endeavour to undertake unscheduled non-essential maintenance outside Normal Business Hours.
- 5.4. The Supplier will, as part of the Annual Licence Fees, provide standard customer support services during Normal Business Hours in accordance with the Whitelabel SLA.
- 5.5. The Supplier may make reasonable amendments to the Whitelabel SLA to reflect operational or technical improvements, subject to giving the Customer not less than two weeks' notice. The Customer may purchase enhanced customer support services separately in accordance with the rates set out in the Supplier's G-Cloud 15 Pricing Document.
- 5.6. The Supplier shall consider Enhancements to the Whitelabel Platform and Services as requested by the Customer. The Customer shall notify the Supplier of the proposed Enhancements in writing. If the Supplier considers such Enhancements to be viable, it shall provide a cost estimate in accordance with the Supplier's G-Cloud 15 Pricing Document, together with any impact on the terms of the Call-Off Contract. Any change to the Call-Off Contract or these Supplier Terms shall be subject to the formal Variation process as defined in the Framework Agreement.
- 5.7. The Supplier shall be entitled to use, on an anonymised basis and for its own purposes, any statistics or insights gained through the use of the Services and the Whitelabel Platform by End Users and / or Authorised Users.

## 6. Data Protection

- 6.1. For the purposes of this **clause 6**, “(data) controller”, “(data) processor”, “data subject”, “personal data”, “personal data breach”, “process / processing” and “sub-processor” have the meaning given to them in the Applicable Laws.
- 6.2. As between the Customer and the Supplier, the Customer shall own all rights, title and interest in and to all of the Customer Data and Customer Personal Data and shall (save where such Customer Data and/or Customer Personal Data is being inputted by the Supplier on behalf of the Customer in accordance with the terms of the Call-Off Contract) have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data and Customer Personal Data.
- 6.3. The Supplier shall follow its archive procedures for Customer Data and Customer Personal Data as set out in **clause 27**. Without prejudice to the generality of **clause 4.7** and **clause 27**, the Supplier shall in respect of Customer Data and Customer Personal Data:
  - 6.3.1. Take reasonable precautions to preserve the integrity of any data which it processes and to prevent any corruption or loss of such data.
  - 6.3.2. Make a backup copy of such data every day and record the copy on media from which the data can be reloaded if there is any corruption or loss of the data.
  - 6.3.3. In the event of any loss or damage to Customer Data or Customer Personal Data attributable to a default by the Supplier or its sub-contractors / sub-processors, the Supplier shall promptly restore the lost or damaged Customer Data and / or Customer Personal Data from the latest back-up at its own expense.
- 6.4. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data or Customer Personal Data caused by any third-party (except those sub-contractors or sub-processors contracted by the Supplier to perform services related to the Call-Off Contract, for which it shall remain fully liable under the terms of the Call-Off Contract and these Supplier Terms.).
- 6.5. The Supplier shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of Customer Data and Customer Personal Data available on the Website.
- 6.6. Both parties will comply with all applicable requirements of the Data Protection Legislation. **Clause 6** of this Agreement is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 6.7. The parties acknowledge that:
  - 6.7.1. If the Supplier processes any Customer Personal Data on the Customer's behalf when performing its obligations under the Call-Off Contract, for the purposes of the Data Protection Legislation, the data controller is the Customer and the data processor is the Supplier.
  - 6.7.2. The Customer shall ensure that the Customer is entitled to transfer the relevant Customer Personal Data to the Supplier for the duration and purposes of the Call-Off Contract so that the Supplier may lawfully use, process and transfer the Customer Personal Data solely for the purposes of, and in accordance with, this agreement on the Customer's behalf.
  - 6.7.3. Without prejudice to the generality of **clause 6.7.2**, the Supplier shall:

- a Process Customer Personal Data only on the documented written instructions of the Customer unless required by Applicable Laws.
- b Notify the Customer immediately if, in its opinion, an instruction for the processing of Customer Personal Data given by the Customer infringes the Applicable Laws.
- c Not transfer any Customer Personal Data outside of the European Economic Area and the United Kingdom (or to a country where a valid adequacy decision has not been issued), unless these conditions are fulfilled:
  - The Customer or the Supplier has provided appropriate safeguards in relation to the transfer.
  - The data subject has enforceable rights and effective legal remedies.
  - The Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Data and/or Customer Personal Data that is transferred.
  - The Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Data and / or Customer Personal Data.
- d Ensure that all of its employees and associates that are authorised to process Customer Personal Data have committed themselves to an appropriate statutory obligation of confidentiality.
- e Assist the Customer in responding to any request from a data subject and ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- f Notify the Customer without undue delay on becoming aware of a personal data breach and provide the Customer with a detailed description of the personal data breach, including as a minimum the information listed in Article 33(3) of the GDPR.
- g At the written direction of the Customer, delete or return all Customer Personal Data and copies thereof to the Customer on termination of the Call-Off Contract unless required by Applicable Law to store the Customer Personal Data.
- h Maintain complete and accurate records and information to demonstrate its compliance with **clause 6**, make such records and information available to the Customer and allow for and contribute to audits (including inspections) conducted by the Customer or auditor.
- i Indemnify the Customer against any losses, liabilities, damages, costs and expenses suffered by the Customer arising out of any breach by the Supplier, its sub-processors and sub-contractors.

6.8. The Customer authorises the Supplier to appoint third-party sub-processors of Customer Personal Data (“Sub-processors”). The Supplier shall ensure that the arrangement between the Supplier and the Sub-

processor is governed by a contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this **clause 6**.

## 7. Third-party providers

- 7.1. The Customer acknowledges that the Services may be enabled or assisted by accessing content or services from third-party websites, or Third Party Software, and that the Customer does so solely at its own risk.
- 7.2. In relation to Third Party Software, the Supplier shall have no liability or obligation to any such third-party where the contract has been entered into by the Customer.

## 8. Supplier's obligations

- 8.1. The Supplier undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care.
- 8.2. The undertaking at **clause 8.1** shall not apply to any non-conformance which is caused by use of the Whitelabel Platform and Services contrary to the Supplier's instructions or terms of the Call-Off Contract, or modification by any party other than the Supplier. If the Services do not conform with **clause 8.1**, the Supplier will use reasonable endeavours to correct any such non-conformance promptly or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach.
- 8.3. Notwithstanding **clauses 8.1** and **8.2**, the Supplier:
  - 8.3.1. Does not warrant that the Customer's use of the Whitelabel Platform will be uninterrupted or error-free; however, the Whitelabel SLA does ensure that a clear process is in place to provide reasonably consistent service support and delivery to the Customer.
  - 8.3.2. Is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the Whitelabel Platform, Services and Documentation may be subject to change and subject to limitations inherent in the use of such communications facilities.
- 8.4. The Supplier warrants that it has and will maintain all necessary licenses, consents and permissions necessary for the performance of its obligations under the Call-Off Contract and these Supplier terms.

## 9. Customer's obligations

- 9.1. The Customer shall provide the Supplier with all necessary co-operation in relation to these Supplier terms and all necessary access to information in order to provide the Services, including but not limited to Customer Data, security access information and configuration services.
- 9.2. The Customer will provide the Supplier with a true, complete and accurate Forecast at the beginning of each Subscription Year.

- 9.3. The Supplier reserves the right to invoice the Customer for any Incremental Licence Fee in accordance with the rates set out in the Supplier's G-Cloud 15 Pricing Document and as confirmed via a formal Variation to the Call-Off Order Form. Such invoices shall be payable by the Customer within 30 days of receipt, in accordance with the terms of the Call-Off Contract.
- 9.4. The Customer will:
- 9.4.1. Comply with all Applicable Laws and regulations with respect to its activities under the Call-Off Contract.
  - 9.4.2. Carry out all other Customer responsibilities set out in the Call-Off Contract and these Supplier Terms in a timely and efficient manner. In the event of any delays, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary to reflect the duration of the delay.
  - 9.4.3. Ensure that the Authorised Users use the Services and the Documentation in accordance with the Call-Off Contract and these Supplier Terms and the User Terms, and shall be responsible for any Authorised User's breach of this Agreement and / or the User Terms.
  - 9.4.4. Obtain and maintain all necessary licenses, consents and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the Call-Off Contract.
  - 9.4.5. Ensure that its network and systems comply with the relevant specifications provided by the Supplier as outlined in the Documentation or the User Terms.
  - 9.4.6. Be responsible for ensuring it has all necessary third-party permissions required to enable it and its users to enjoy the Services.

## 10. Customer charges

- 10.1. The Customer shall pay the Supplier the Fees as specified in the Call-Off Order Form and in accordance with the rates set out in the Supplier's G-Cloud 15 Pricing Document.
- 10.2. On or around the Start Date of the Call-Off Contract, the Supplier shall provide the Customer with bank account details into which payments due under the Call-Off Contract must be paid. The Supplier shall advise the Customer if the bank account details change at any time during the term of the Call-Off Contract.
- 10.3. Payment of any invoice is due within 30 days of the date of the invoice. If the Supplier has not received payment within that 30-day period, and without prejudice to its other rights and remedies:
- 10.3.1. The Supplier may, without liability to the Customer or affecting the Services provided, enter into a consultation period of 60 days during which the parties will discuss and attempt to resolve any issue giving rise to the non-payment.
  - 10.3.2. If, at the end of the 60 days, the Supplier has not received payment in full of all overdue amounts, the Supplier shall be under no obligation to provide any or all of the Services, and shall be entitled to suspend the provision of all or any part of the Services, for as long as all invoices remain unpaid in full. This may include (without limitation) disabling the Customer's password, account and access to all or part of the Whitelabel Platform.

- 10.4. Interest shall accrue on a daily basis on any overdue amounts (including during the consultation period referred to in **clause 10.3.1**) at an annual rate equal to 4% over the then current base lending rate of Barclays Bank Plc. The interest shall commence on the due date and continue until fully paid, whether before or after judgement. For the avoidance of doubt, unless otherwise expressly agreed by the Supplier, interest will continue to accrue after the end of the consultation period of 60 days.
- 10.5. All amounts and fees stated or referred to in the Call-Off Order Form and Pricing Document:
- Shall be payable in pounds sterling;
  - Are, subject to the Buyer's termination rights as set out in the Call-Off Contract, non-cancellable and non-refundable;
  - Shall have value added tax added unless indicated otherwise.

## 11. Intellectual Property Rights and Content

### Intellectual Property Rights

- 11.1. The Customer acknowledges and agrees that the Supplier own the Intellectual Property Rights in the Software, the Whitelabel Platform, the Enhancements and all Documentation that is being used to deliver the Services.
- 11.2. The Supplier acknowledges and agrees that the Customer owns the Intellectual Property Rights in all Content posted on the Whitelabel Platform and all other user-generated data.
- 11.3. The Call-Off Contract and these Supplier terms do not grant the Customer any rights to the Software, the Whitelabel Platform, the Enhancements or the Documentation.
- 11.4. The Supplier grants the Customer a non-exclusive, non-transferable licence to display, download and use (but with no right to copy) the Documentation during the Contract Term in connection with the Customer's use of the Whitelabel Platform and the Services and for those purposes only.
- 11.5. The Customer grants to the Supplier a royalty-free, non-exclusive licence for the duration of the Call-Off Contract to use the Customer's brand and any other Content provided by the Customer to the Supplier solely in connection with performing the Supplier's obligations under the Call-Off Contract and these Supplier Terms. This licence includes the right for the Supplier to grant sub-licences to its sub-contractors (including its hosting provider) strictly for the purpose of delivering the Services.
- 11.6. If the Supplier wishes to use the Content referred to in **clause 11.5** for any purpose not permitted by these Supplier terms it may not do so without the Customer's express approval. Such approval shall not be unreasonably withheld.
- 11.7. The Customer agrees that:
- 11.7.1. The Supplier is entitled to include the Made Open name and logo, together with any acknowledgement that the Whitelabel Platform is provided by Supplier, on the Customer's Whitelabel Platform.
- 11.7.2. All rights in the Anonymised Data, and to any outputs produced by the Supplier based on Anonymised Data, shall be owned by the Supplier.
- 11.8. Where the Customer has requested the Supplier carry out any alteration(s) to the Whitelabel Platform (including any Enhancements), the Supplier shall own all Intellectual Property Rights arising in and to

those alterations, and the Customer's right to use the Whitelabel Platform under this Agreement shall include those alterations.

- 11.9. The Supplier warrants that the Software, the Whitelabel Platform and the Documentation, in so far as they do not comprise material originating from the Customer, will be original works of authorship. Their use or possession by the Customer will not subject the Customer to any claim for infringement of any Intellectual Property Rights of any third-party content.

## **Content**

- 11.10. The Supplier shall provide the Customer with all initial necessary access and onboarding assistance to enable Authorised Users to use the Whitelabel Platform as detailed in the Service Definition. This includes providing further guidance or assistance if the Supplier makes substantial updates to the platform, in accordance with the terms of the Call-Off Contract and these Supplier Terms.
- 11.11. The Customer and its Authorised Users shall be responsible for monitoring the content on the Whitelabel Platform and for removing any Infringing Content. As soon as it becomes aware of Inappropriate Content, the Customer shall notify the Supplier and take all steps necessary to remove the Inappropriate Content from the Whitelabel Platform.
- 11.12. The Supplier shall be under no obligation to, and shall have no responsibility to, monitor the Content on the Whitelabel Platform or to remove Inappropriate Content. Without limiting this, in a situation where the Supplier becomes aware (other than where it is notified by the Customer) of any allegation of the existence of Inappropriate Content, the following escalation procedure shall be followed:
- 11.12.1. Escalation Level 1: The Supplier shall notify the Customer of a (user-generated) reported activity, member or message that amounts to Inappropriate Content within two weeks of becoming aware of the material. The Supplier is not required to take any further action since the Customer is able to address this itself within the content management system of the Whitelabel Platform. The Customer shall be responsible for removing the Inappropriate Content.
- 11.12.2. Escalation Level 2: The Supplier shall notify the Customer of a moderate breach of the Customer's Acceptable Use Policy or Content Standards within one week of becoming aware of the breach. The Supplier is not required to take any further action since the Customer is able to address this itself within the content management system of the Whitelabel Platform. The Customer shall be responsible for removing the Inappropriate Content.
- 11.12.3. Escalation Level 3: The Supplier shall be entitled to remove Infringing Content that represents a significant breach of the Customer's Acceptable Use Policy or Content Standards, or take such other steps as it considers reasonable in the circumstances to resolve the matter. The Supplier will escalate to the Customer in each case within 24 hours of becoming aware of the breach.
- 11.12.4. Escalation Level 4: The Supplier shall be entitled to remove Infringing Content that represents a severe safeguarding breach or take such other steps as it considers reasonable in the circumstances to resolve the matter within 4 hours of becoming aware of the breach. The Supplier shall provide a report to the Customer once the issue has been resolved and facts ascertained.
- 11.13. Where in the above procedure there is a reference to the Supplier notifying or escalating to the Customer, the Supplier shall notify or escalate to (as relevant) the Customer's Nominated Individual (NI) or any other individual designated by the Customer to the Supplier for these purposes.

- 11.14. The Customer shall indemnify the Supplier against all reasonable damages, losses, costs and expenses (including court costs and reasonable legal fees) arising as a result of any action or claim that any part of the Content constitutes Inappropriate Content. This indemnity shall not apply to the extent that such action or claim results from Content that the Supplier knew was Inappropriate Content or was aware had been alleged to be Inappropriate Content (other than where the Supplier was made aware of this by or on behalf of the Customer) and the Supplier did not either inform the Customer of the allegation or remove the Infringing Content under **clause 11.12.3 or 11.12.4**.

## 12. Confidentiality

- 12.1. Each party may share Confidential Information with each other in order to perform its obligations under the **Call-Off Contract and these Supplier Terms**. Confidential Information shall not be deemed to include information that:
- 12.1.1. Is or becomes publicly known other than through any act or omission of the receiving party.
  - 12.1.2. Was in the other party's lawful possession before the disclosure.
  - 12.1.3. Is lawfully disclosed to the receiving party by a third-party without restriction on disclosure.
  - 12.1.4. Is independently developed by the receiving party (as shown by written evidence).
- 12.2. Each party shall hold the other's Confidential Information in confidence and not make such information available to any third-party or use it for any purpose other than permitted by the Call-Off Contract and these Supplier Terms.
- 12.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of under the Call-Off Contract and these Supplier Terms.
- 12.4. A party may disclose any Confidential Information that it is required to disclose by Applicable Law, by a governmental or other regulatory authority, or by any court of competent jurisdiction. In these circumstances the party shall (as long as it is not legally prevented from doing so) give the other party as much notice of the required disclosure as possible to allow the other party an opportunity to take such steps as are available to it to control or prevent the disclosure.
- 12.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party.
- 12.6. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 12.7. Both parties acknowledge that Customer Data is not Confidential Information.
- 12.8. The Customer's obligation to pay any outstanding Fees in accordance with the Call-Off Contract and these Supplier Terms shall survive the termination of the Call-Off Contract, however arising.
- 12.9. Subject to the Buyer's statutory transparency obligations, no party shall make any public announcement that includes specific commercial terms of the Call-Off Contract or these Supplier Terms without the prior written consent of the other party. This clause shall not prevent either party from referring in promotional materials to the subject matter of the Call-Off Contract and the fact of the parties' relationship, provided that no confidential commercial details are disclosed.

## 13. Indemnity

- 13.1. The Customer shall defend, indemnify and hold harmless the Supplier against third-party claims, actions, proceedings, losses, damages, expenses and costs (including court costs and legal fees) arising out of or in connection with the Customer's use of the Services that breach the Call-Off Contract or these Supplier Terms or the Supplier's use of the Content or other materials referred to in **clause 11.5** as permitted by the Call-Off Contract or these Supplier Terms, provided that:

13.1.1. The Customer is given prompt notice of any such claim.

13.1.2. The Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense.

13.1.3. The Customer is given sole authority to defend or settle the claim.

- 13.2. The Supplier shall defend the Customer against any third-party claim that the Whitelabel Platform or Service infringes any patent or any copyright, trade mark or database right of a third-party.

This excludes claims that any third-party software provided by the Supplier as part of the Whitelabel Platform or Service infringes any third-party Intellectual Property Rights. The Supplier shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

13.2.1. The Supplier is given prompt notice of any such claim;

13.2.2. The Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense;

13.2.3. The Supplier is given sole authority to defend or settle the claim.

- 13.3. If any claim arises under **clause 13.2**, the Supplier shall promptly use all reasonable endeavours to either i) procure the right from the third-party for the Customer to continue using the Whitelabel Platform or Service, in the manner permitted under the Call-Off Contract and these Supplier Terms, or ii) replace or modify the infringing part of the Software so as to avoid the alleged infringement.

- 13.4. In no event shall the Supplier, its employees and sub-contractors be liable to the Customer, under the indemnity in **clause 13.2** or otherwise, to the extent that the alleged infringement is based on:

13.4.1. An Enhancement that was developed by the Supplier on the instructions of the Customer.

13.4.2. A modification of the Whitelabel Platform by anyone other than the Supplier.

13.4.3. The Customers, Authorised Users or End Users use of the Whitelabel Platform or Services in a manner contrary to the Supplier's instructions, contrary to the Call-Off Contract, these Supplier Terms or the User Terms.

13.4.4. The Customers or any Authorised Users use of the Whitelabel Platform or Service after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

- 13.5. The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for infringement of any patent, copyright, trademark, database right.

## 14. Limitation of liability

- 14.1. **Clause 14** sets out the financial liability of the Supplier. This includes any liability to the Customer for the acts or omissions of the Supplier's employees and sub-contractors:
  - 14.1.1. Arising under or in connection with the Call-Off Contract and these Supplier Terms.
  - 14.1.2. In respect of any use made by the Customer of the Services and Documentation.
  - 14.1.3. In respect of any representation, statement or omission arising under the Call-Off Contract and these Supplier Terms.
- 14.2. Except as expressly and specifically provided in the Call-Off Contract or these Supplier Terms:
  - 14.2.1. The Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided by the Customer in connection with the Services.
  - 14.2.2. All warranties, representations, conditions and all other terms of any kind implied by law are, to the extent permitted by applicable law, excluded from the Call-Off Contract and these Supplier Terms.
  - 14.2.3. The Services and Documentation are provided on an "as is" basis.
- 14.3. Nothing in the Call-Off Contract or these Supplier Terms excludes or limits the liability of either party:
  - 14.3.1. For death or personal injury caused by the negligence of that party or its staff or agents.
  - 14.3.2. For fraud or fraudulent misrepresentation.
  - 14.3.3. For any liability arising under the indemnity in **clause 11.14**.
  - 14.3.4. Any other liability that cannot be excluded or limited under applicable law.
- 14.4. Subject to **clause 14.3**, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any of the following (however caused) which arise out of or in connection with the Call-Off Contract or these Supplier Terms:
  - 14.4.1. Loss of profits.
  - 14.4.2. Loss of anticipated savings.
  - 14.4.3. Loss of business or depletion of goodwill.
  - 14.4.4. Loss or corruption of data or information.
  - 14.4.5. Special, indirect or consequential loss or damage, costs, expenses or other claims for compensation.
- 14.5. The Supplier's total aggregate liability in contract, tort, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Call-Off Contract shall be limited (for all claims in aggregate) to the total Fees paid.
- 14.6. The Customer's total aggregate liability in contract, tort, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Call-Off Contract shall be limited to the total Fees paid and payable under the Call-Off Contract.

## 15. Term and termination

15.1. This Agreement shall commence on the Effective Date and continue unless and until:

15.1.1. Either party notifies the other party of termination in writing, in which case this Agreement shall terminate at the end of the Initial Term (as defined in the Call-Off Order Form) or any subsequent Extension Period, provided that such notice is given at least 90 days prior to the expiry of the then-current term; or

15.1.2. It is otherwise terminated in accordance with the provisions of this Agreement, (the "Contract Term").

15.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

15.2.1. The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default 28 days after being notified in writing to make such payment.

15.2.2. The other party commits an irremediable material breach of Call-Off Contract or these Supplier Terms or, where remediable, fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so.

15.2.3. The other party repeatedly breaches the Call-Off Contract or these Supplier Terms as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to effect the terms of the Call-Off Contract or these Supplier Terms.

15.2.4. The other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

15.2.5. The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

15.2.6. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

15.2.7. An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party.

15.2.8. The holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; appointed, over the other party.

15.2.9. A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party.

- 15.2.10. A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 10 Business Days.
- 15.2.11. Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in **clause 15.1** and **15.2**.
- 15.2.12. The other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 15.2.13. There is a Change of Control of the Customer.
- 15.3. On termination of the Call-Off Contract for any reason:
  - 15.3.1. All licenses granted under the Call-Off Contract shall immediately terminate.
  - 15.3.2. Subject to **clause 15.3.4**, each party shall return and make no further use of any equipment, property, and other items belonging to the other party.
  - 15.3.3. The Supplier shall promptly return all copies of the Customer Data to the Customer and shall provide to the Customer an electronic copy of the Content subject to the Customer having made payment in full of any and all Fees outstanding at the date of termination.
  - 15.3.4. The provisions of **clauses 15.3.2** and **15.3.3** shall not apply to the extent that Supplier is required to retain any data or other information in order to comply with its own legal obligations, in which case the information may be retained and used for that purpose only.
  - 15.3.5. The Supplier shall provide all such reasonable assistance as is reasonably requested by the Customer in transferring the hosting of the Whitelabel Platform and all the Content to the Customer or another service provider, at no additional cost.
  - 15.3.6. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Call-Off Contract which existed at or before the date of termination, shall not be affected or prejudiced.

## 16. Force majeure

- 16.1. The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.
- 16.2. The events referred to in **clause 16.1** include strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, pandemics, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 16.3. If the period of delay or non-performance continues for 60 Business Days, the Customer may terminate this Agreement by giving 7 Business Days' written notice to the Supplier.

## 17. Conflict

- 17.1. In the event of any conflict or inconsistency between these Supplier Terms and the G-Cloud 15 Framework Agreement or Call-Off Contract, the order of precedence defined in the Framework Agreement shall apply, with the Call-Off Contract taking precedence over these Supplier Terms.
- 17.2. If there is an inconsistency between any of the provisions in the various parts of these Supplier terms and the Schedules, the Documentation, or any separate document referred to in this document, unless otherwise expressly provided the order of precedence shall be:
- 17.2.1. The body of this Agreement (**clauses 1 to 33 inclusive**).
- 17.2.2. The Schedules.
- 17.2.3. The Documentation.
- 17.2.4. Any other documents referred to in these Supplier terms.

## 18. Variation

- 18.1. Subject to **clause 5.5**, no variation of the provisions in the main body of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 19. Waiver

- 19.1. No failure or delay by a party to exercise any right or remedy provided under the Call-Off Contract, these Supplier Terms, or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## 20. Rights and remedies

- 20.1. Except as expressly provided in the Call-Off Contract or these Supplier Terms, the rights and remedies provided under the Call-Off Contract and these Supplier Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

## 21. Severance

- 21.1. If any provision (or part of a provision) of these Supplier Terms is found by any court or administrative body of competent jurisdiction to be unenforceable, all other provisions of the Call-Off Contract and these Supplier Terms shall remain in force.
- 21.2. If any unenforceable provision would be enforceable if some part of it were deleted, the provision shall apply with reasonable modification to give effect to the commercial intention of the parties.

## 22. Entire agreement

- 22.1. The Call-Off Contract, including these Supplier Terms and any documents referred to within them (such as the Service Definition), constitute the entire agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 22.2. Each of the parties acknowledges and agrees that in entering into the Call-Off Contract, it does not rely on any undertaking, promise, or representation (whether in writing or not) other than as expressly set out in the Call-Off Contract and these Supplier Terms.

## 23. Assignment

- 23.1. Neither party shall assign, transfer, or deal in any other manner with any or all of its rights and obligations under the Call-Off Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). This is subject to any specific restrictions or permissions regarding the transfer of rights as set out in the G-Cloud 15 Framework Agreement.
- 23.2. Nothing in the Call-Off Contract or these Supplier Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.3. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

## 24. Third-party rights

- 24.1. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 25. Notices

- 25.1. Any notice required to be given under this Agreement shall be in writing. Notice will be deemed to have been delivered:
  - 25.1.1. If delivered by hand, upon receipt.
  - 25.1.2. If sent by certified mail, four (4) days after the mailing thereof.
  - 25.1.3. If sent by electronic transmission, provided that no notification is received of non-delivery, 48 hours after the time of confirmed transmission, excluding from the calculation weekends and public holidays.
- 25.2. The addresses of the parties for the purposes of this **clause 25** are the addresses and representative details stated in the Call-Off Order Form, unless an alternative address is advised in writing. Where a notice is given by e-mail from the Customer to the Supplier, it shall be sent to:  
[robert@madeopen.co.uk](mailto:robert@madeopen.co.uk) or the contact email specified in the Call-Off Order Form. Where a notice is given by email from the Supplier to the Customer, it shall be sent to the Customer's Representative email address as specified in the Call-Off Order Form or as otherwise advised by the Customer to the Supplier.

## 26. Governing law and jurisdiction

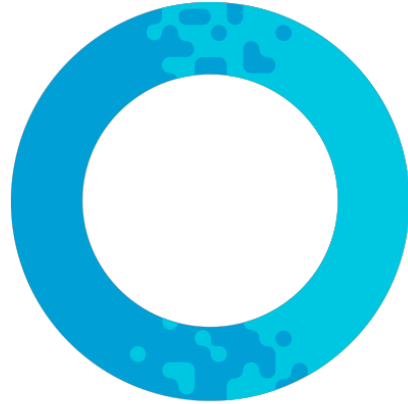
- 26.1. This Agreement and any dispute or claim arising in connection with it shall be governed by and construed in accordance with the law of England and Wales.
- 26.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (contractual or non-contractual) arising in connection with this Agreement.

## 27. Security of Data and back-up policy

- 27.1. The Supplier shall ensure that the following measures are taken in respect of any disruption to the Services, any outages or any disaster event:
  - 27.1.1. Its Internet Service Provider takes daily offsite backups of its server's contents and data.
  - 27.1.2. Its network is fully redundant and geographically diverse.
  - 27.1.3. All servers are powered by an uninterruptible source and protected against power loss.
  - 27.1.4. The entire hosting facility is protected by VESDA fire detection and gaseous fire suppression.
- 27.2. The Supplier warrants that the information in **clause 27.1** above is up to date and accurate and that it will update the Customer immediately in the event of any changes to such information.
- 27.3. The Supplier shall notify the Customer if it becomes aware of any security incident affecting its network and information systems that could potentially affect the Customer, and respond to all queries and requests for information from the Customer about any security incident.
- 27.4. The Supplier shall ensure that it has in place, and is able to implement the provisions of, a business continuity or disaster recovery plan that has reasonable steps to ensure the continuity of performance of the Whitelabel Platform in the event of a disaster.
- 27.5. The Supplier shall maintain system and user activity logs as follows:
  - 27.5.1. System Logs: Retained for a period of no less than one (1) month and no more than six (6) months.
  - 27.5.2. User Audit Data: Access to user activity audit information is available upon request and is stored for a minimum period of twelve (12) months.

## 28. Bankruptcy

- 28.1. In the event of bankruptcy the Supplier's Data Protection Officer will ensure that the latest database encompassing all Content, and any other user-generated content and data, on which the Customer is dependent and which is within Supplier's possession or control, is transferred across to the Customer and / or its new provider.
- 28.2. In addition to the provision in **clause 28.1**, the Supplier shall maintain at all times during the Contract Term professional indemnity and public liability insurance. The Supplier's Public Liability is £5,000,000 and Professional Indemnity is £1,000,000.



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## **Whitelabel SLA**

Service Level Agreement

## 29. SLA overview

- 29.1. This Service Level Agreement (SLA) sets out the support and maintenance commitments provided by the Supplier in connection with the Call-Off Contract. This includes:
- 29.1.1. Technical Support: Fixing platform bugs and maintaining uptime.
  - 29.1.2. Maintenance Services: Standard software updates as defined in the Service Definition.
  - 29.1.3. Account Support: Practical guidance and administrative assistance.
- 29.2. The purpose of this Agreement is to ensure that a clear process and commitment is in place to provide consistent service support and delivery to the Customer by the Supplier.
- 29.3. The Annual Licence Fee includes Standard Account Support up to the monthly limit specified in the Call-Off Order Form. Any support hours provided in excess of this limit, or for tasks requested outside the scope of the Service Definition, shall be subject to additional fees calculated in accordance with the Supplier's G-Cloud pricing document.

## 30. Account support ('Nominated Individual')

- 30.1. The Customer and Supplier will each nominate an individual (NI) who will be the primary points of contact between the parties for queries relating to the Whitelabel SLA.
- 30.2. The NI may delegate their role to another individual if circumstances require. The Customer and Supplier must give advanced notice if they intend to delegate this role.
- 30.3. The Supplier does not warrant that any or all issues lodged via the NI will be dealt with to the Customer's satisfaction.
- 30.4. In line with your account support package, the Supplier's NI will be the Customer's contact for all 'Maintenance Services' tasks and responding to change requests / practical queries.
- 30.5. Maintenance Services include fixing any functional issues and / or technical bugs that may occur which prevent users from using the Whitelabel Platform as per the agreed Specifications and in accordance with this Whitelabel SLA.

**Table 2: Maintenance Services include:**

|                  |                                     |
|------------------|-------------------------------------|
| Bug fixing       | Installing third-party APIs updates |
| Software updates | Security upgrades                   |
| Code updates     | Hosting support                     |
| Server upgrades  | Priority support during down time   |

**Not within Maintenance Services:** Amending third-party software, bespoke functionality, integration with third-party software, fixing issues on non-supported browsers, fixing firewall issues, domain renewals.

## 31. Escalation procedures

- 31.1. All Maintenance Services requests outlined in Table 2 must be submitted to the service portal (provided by the Supplier to the Customer).
- 31.2. Each request will be assigned a priority by the Supplier as indicated below in Table 3.
- 31.3. Escalation procedures are subject to reasonable change and the Supplier will inform the Customer of the same before such changes take place.
- 31.4. Requests submitted outside of Normal Business Hours will be deemed to be received at 09:00am (GMT) on the next Business Day.

**Table 3:**

| Description of task / issue                                                    | Target response time |
|--------------------------------------------------------------------------------|----------------------|
| 1 – Critical: business critical problem (e.g. platform is non-operational).    | 4 hours maximum      |
| 2 – High priority: severe functional problem (e.g. users cannot register).     | 1 day maximum        |
| 3 – Medium priority: moderate functional problem (e.g. platform loads slowly). | 3 days maximum       |
| 4 – Low priority: Less severe functional priority (e.g. formatting issues).    | 7 days maximum       |

## 32. Enhancements

- 32.1. The Customer may request changes or additions to the Whitelabel Platform ("Enhancements"). Work not covered by Maintenance Services or the standard support allocation shall be regarded as an Enhancement.
- 32.2. On receipt of an Enhancement request, the Supplier shall confirm if the change is viable and provide a written proposal including:
- A description of the work;
  - A cost estimate based on the Supplier's G-Cloud 15 pricing document;
  - The impact on the project timeline and any changes to the Annual Licence Fee.
- 32.3. Enhancements shall only commence once both parties have signed a formal Variation Form or Statement of Work (SOW) in accordance with the Call-Off Contract process.
- 32.4. Unless otherwise agreed in writing via the Variation Form, all Intellectual Property Rights in any Enhancements shall be owned by the Supplier. The Supplier grants the Customer a non-exclusive licence to use the Enhancement for the duration of the Call-Off Contract. The Supplier reserves the right to incorporate such Enhancements into its core platform for the benefit of other customers.
- 32.5. Enhancements will be invoiced upon completion or according to the milestones agreed in the Variation Form. Rates are fixed for the duration of the Call-Off Contract in accordance with the Supplier's G-Cloud 15 Pricing Document.

### 33. Third-party Service Level

- 33.1. So far as is commercially reasonable, the Supplier will deal with any issues arising from third-party service levels (e.g. in relation to the Third Party Software or with the Supplier's Web Hosting Provider) in accordance with this Whitelabel SLA. However the Supplier will not be liable for any breach of this SLA resulting from the failure of one of its third-party suppliers.