



G-Cloud 15 Terms and Conditions

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Apira Limited An IQVIA Business

G-Cloud 15 - Terms and Conditions

This document (this “Agreement”) contains the terms and conditions that govern access to and use of the services (as defined below) and therefore constitutes an agreement between Apira Limited (hereinafter “Apira”) and the “Client” whom is the recipient of this Agreement. This Agreement takes effect when the Client places an order for the services in accordance with the G-Cloud 15 processes and the Client represents to Apira that the Client is lawfully able to enter into contracts, including this Agreement.

1. Use of the Services

1.1 Generally

The Client may access and use the services in accordance with this agreement. Service level agreements may apply to certain services. The Client will adhere to all Apira G-Cloud rules, and regulations applicable to the services, including the service terms, the acceptable use policy, and the other policies.

1.2 Service Set Up

The Client and Apira shall work together so as to allow Apira to perform the Set-Up Services. If Apira is delayed or precluded from starting or continuing to work due to the non-availability the Clients personnel, facilities and/or services or any specific facilities agreed with the client, Apira reserves the right to charge for any period of delay.

1.3 Service Termination

This Agreement shall renew for subsequent twelve (12) month periods, subject to the mutual written agreement between the Parties. Apira shall be entitled to immediately terminate this Agreement upon the Client engaging in fraud, gross negligence, or willful misconduct or actions or conduct that are harmful to the goodwill or reputation of Apira or any member of the IQVIA Group of companies.

1.4 Service Support

The Apira support desk is available via telephone or email see Schedule A.

2. Changes

2.1 Changes to the Services

We may change any of the services (including the services as a whole) or change or remove features or functionality of the services from time to time. We will notify the Client of any material change prior to implementation of said change.

2.2 Changes to the Service Level Agreements

We may change, discontinue, or add service level agreements from time to time.

3. Security and Data Privacy

3.1 Apira G-Cloud Security

We will implement reasonable and appropriate measures designed to secure Apira content and where appropriate help the client secure any client content against accidental or unlawful loss, access, or disclosure.

3.2 Confidentiality

Apira agrees not to communicate or provide to any third party, any confidential information provided by Client unless otherwise mandated by judicial or regulatory requirements. This sub-paragraph does not apply to any information which:

- a. is in Apira possession prior to the date of this Agreement and not already covered by a confidentiality obligation; or
- b. is without obligation of confidentiality prior to its disclosure; or
- c. came to be in the public domain without breach by Apira of its obligations under this Agreement.

Client acknowledges and agrees that Services are confidential to Apira. Client shall not disclose or provide to any third party the whole or any part of the Services or other confidential information of Apira, except as expressly provided under this Agreement or otherwise as expressly permitted by Apira in writing. Client agrees to treat the Services as confidential, using at least the same degree of care as it uses to protect its own confidential information, but in any event not less than a reasonable degree of care.

The parties' respective confidentiality obligation described here above shall continue for a period of five (5) years following expiration or termination of this Agreement.

3.3 Data Protection

To the extent (if any) that either party receives or provides personally identifiable information ("PII") in the course of performing or receiving Services, the parties agree that they will comply with the data privacy laws applicable to its provision or receipt of such PII. The party providing such PII is responsible for providing, obtaining, and maintaining any notices, consents, or approvals necessary to make such information available to the other party for processing and use. Apira agrees that it will collect, store, use, disclose, and process PII in connection with its performance of Services only in accordance with this Agreement and/or Client's written instructions, or as permitted or required by law. Client agrees that any PII relating to Client's employees, consultants and agents provided to Apira in connection with the performance of the Services may be used and processed by Apira in connection with the administration and provision of the Services, and to identify and inform Client (including Client's employees, consultants and agents) of additional Apira services which may be of interest to them.

3.4 Non – Solicitation

Client undertakes that Client will not and that it will procure that none of its Affiliates will, for a period of one year from the date of completion of Apira engagement pursuant to this Agreement, either on its own account or on behalf of any person, firm or company, solicit or endeavour to entice away any person who during the Engagement come into contact with Client in relation to carrying out the Information Services provided for herein, whether or not such person would commit a breach of contract by reason of leaving Apira and whether or not such person is still employed by Apira.

Client undertakes to take all steps necessary to ensure that no breach of this clause 3.4 arises as a result of any action by any of Client's Affiliates or any employee or agent of Client or of any such Affiliate. Client agrees that the restriction contained in this clause 3.4 is reasonable and necessary for the protection of Apira legitimate interest.

4. Fees and Payment

4.1 Service Fees

Unless the Client has agreed other terms Apira will charge Client the full amount for the whole term of the contract as soon as this agreement is in force.

Client shall pay each invoice within thirty (30) days of the date of each invoice. Where different services are involved, in no event shall Client deduct or off-set any amount(s) against any amount(s) owed to Apira without Apira's prior written consent.

If Client fails to pay Fees when due, Apira may charge in addition to the invoiced amount, interest at a rate equal to the discount rate charged by the central bank of the billing currency plus 5% (five percent) per annum on the unpaid balance beginning thirty-five (35) days from the date of the invoice until such amounts are paid.

4.2 Taxes

In addition to the Fees, Client shall have the exclusive responsibility for and agrees to pay all applicable governmental sales, use, added value, or other similar taxes, duties, fees, levies, or other governmental charges now in force or enacted in the future, except for taxes based on Apira's income.

4.3 Acceptance

If Apira has elected to provide Services prior to the formal signature of this Agreement, acceptance of delivery of the Service by Client shall constitute acceptance of this Agreement without any additional signature of this Agreement being necessary to prove such acceptance.

5. Temporary Suspension

5.1 Generally

Apira may suspend the Client's or any end user's right to access the service immediately upon notice to the Client if we determine:

- a. The Client or an end user's use of or registration for the services
 - (i) Poses a security risk to the services or any third party,
 - (ii) May adversely impact the services or the systems or content of any other Apira Cloud customer,
 - (iii) May subject Apira, our affiliates, or any third party to liability,
 - (iv) May be fraudulent;
- b. The Client is, or any end user is, in breach of this agreement, including where the Client is delinquent on the Client payment obligations for more than 15 days; or
- c. The Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of the Client's assets, or become the subject of any bankruptcy, re-organisation, liquidation, dissolution, or similar proceeding.

5.2 Effect of Suspension

If Apira suspends the Client's right to access the service:

- a. The Client remains responsible for all fees and charges the Client may have incurred through to the date of suspension;
- b. The Client remains responsible for any applicable fees and charges for any services to which the Client continues to have access;
- c. The Client will not be entitled to any service credits under the service level agreements for any period of suspension; and Apira's right to suspend the Client or any end user's right to access or use the service is in addition to our right to terminate this agreement.

6. Rights

6.1 Adequate Rights

Apira represents and warrants to the Client that:

- a. Its services will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care
- b. So far as Apira is aware, the use or possession of the Client's content by the Client, so far as they do not comprise material originating from the Client, its employees, agents or contractors, will not subject the Client to any claim for infringement of any proprietary rights of any third party;

- c. The service will be provided in a timely and professional manner and Apira shall use its reasonable endeavours to provide the same in accordance with the time schedules reasonably stipulated by the Client.

6.2 Service Rights

Apira hereby grants to Client a non-exclusive and non-transferable licence to use the Services selected by Client and provided by Apira (and exclusively at the site(s) authorised in this Agreement). For each copy of the Services ordered by Client from Apira, the licence will permit the following:

- a. use of Services for Client's own direct benefit and use. Reasonable quantities of the information or data may be copied or transferred by Client for Client's internal use in connection with the use of the Information Services (any information or data copied by Client or used in the creation of derivative works shall include any copyright and proprietary notices provided by Apira with such information or data remaining subject to these Terms and Conditions);
- b. use of the documentation in support of Client's use of the Services. Reasonable quantities of the documentation may be used by Client in developing materials for Client's internal use in connection with the use of the Information Services.

Where applicable, should the Client receive any update of software, Client shall destroy all prior original copies of, and all backup copies of such originals. This obligation does not apply where Client receives a mere add-on. Apira does not grant, and Client does not receive, any title or other interest in any Services, except for those rights explicitly granted within this Agreement.

In the event Client provides Apira with feedback or suggestions in respect of the Information Services, Client agrees that Apira shall retain sole and exclusive ownership in said Information Services, as currently existing or modified over time, unless otherwise agreed in writing by Apira in advance.

6.3 Restrictions and Intellectual Property Rights

Each Party shall be and remain the owner of all inventions, intellectual property rights, know-how, formulae, designs, trade secrets, data, databases, samples, software, methodologies, and any ideas which are owned or controlled by that Party, and which are not generated in respect of the Proposal attached hereto.

If the services contain any consultancy services, these will contemplate issuance by Apira to the Client of one or more deliverables or reports ("Reports"). Subject to the Client having complied in full of its obligations set out herein, such Report will become the sole and exclusive property of Client, with the exception of any Apira Data or software, which is deemed to be and remain the sole and exclusive property of Apira. Apira hereby grants to Client a non-transferable licence to the Apira Data contained in such Reports for its direct benefit and use. Any publication or provision of the Reports to third parties shall be subject to Apira's prior written consent.

"Apira Data" shall mean any and all data, databases, data models, software, methodologies, know-how, ideas, concepts and discoveries and other materials compiled, obtained and/or generated by Apira in performance of the Services and preparation of the Reports. Apira Data shall remain the sole and exclusive property of Apira.

"Client Data" shall mean data (other than Apira Data) collected by Apira expressly on behalf of, or for the sole use of, the Client in the performance of the Services and analyses, compilations, conclusions and/or recommendations made by Apira to the Client with respect to the Client Data. Client Data shall be the sole and exclusive property of Client.

The Client may not:

- a. assign or transfer, in whole or in part, this Agreement or the Information Services to any other legal or natural person or for any use at a site other than the site(s) authorised in this Agreement;
- b. allow the use of a copy of the software, login details or computerised Information by more than one user unless the Client has purchased a multiple user licence, where applicable. Each user must be an employee of Client unless Apira agrees otherwise in writing;
- c. reverse engineer, decompile, or disassemble the Information Services, or attempt to do so, unless authorised in writing by Apira;
- d. make the Information Services available outside the licenced site;
- e. sub-contract, sub-license, distribute, disclose, or transfer the Information Service, in whole or in part, to any third party, without the express written consent of Apira or the signature by Client of the Apira Third Party Access Agreement, where applicable. Any attempt to assign, transfer, sub-contract, or sub-license by Client without such consent shall be void.
- f. use the Information Services after any termination by Apira of any licence granted under this Agreement, due to a non-compliance of Client with these STCs; or
- g. disclose any Information Services to any third party without Apira's prior written consent. Subject to the foregoing, and in accordance with Apira's then current guidelines, Client shall:
 - (i) ensure that any publication of the Information Services or any part thereof shall be accurate and not misleading,
 - (ii) cite all appropriate universes, measures, caveats, and assumptions upon which the information is based, and
 - (iii) cite Apira as the source of such information.

7. Limited Warranty

Apira warrants that it shall supply the Information Services with all reasonable skill and care. The Information Services are provided on an "as is" basis without any further warranties of any kind. Apira does not warrant that the Information Services shall meet the present or

future needs or objectives of Client and Client assumes sole responsibility for the use, selection, and suitability of the Information Services to its needs and objectives. In addition, Apira shall not be liable for any expressions of opinion, evaluations or forecasts contained within the Information Services.

Where the Information Services are based on information provided by Client or a third party, Apira shall be entitled to assume that such information is accurate. Furthermore, Client warrants that it has full rights to supply to Apira any electronic file, database, data and/or other information transferred to Apira in connection with the performance of the Information Services.

Apira shall be liable for the inaccuracy, incompleteness, or late delivery of any Information Services, only when such inaccuracy, incompleteness or late delivery is the direct result of Apira's wrongful act. To the fullest extent permitted by law, Apira does not accept or assume responsibility to any person other than Client for any matter contained in or referred to in the Information Services or for any reliance placed on the information contained in the Information Services by any person other than Client.

8. Limitations of Liability

We and our affiliates or licensors will not be liable to the Client for any direct, indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, goodwill, use, or data), even if a party has been advised of the possibility of such damages. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

- a. The Client's inability to use the services, including as a result of any:
 - (i) termination or suspension of this agreement or the Client use of or access to the services,
 - (ii) our discontinuation of any or all the services, or,
 - (iii) without limiting any obligations under the SLA's, any unanticipated or unscheduled downtime of all or a portion of the services for any reason, including as a result of power outages, system failures or other interruptions;
- b. The cost of procurement of substitute goods or services;
- c. Any investments, expenditures, or commitments by the Client in connection with this agreement or the Client's use of or access to the services

In any case, Apira's total liability, if any, shall not exceed the total Fees (excluding VAT) paid by Client under this Agreement over the last twelve (12) months for the specific Information Service alleged to have caused the damage.

Audit Rights: Apira reserves the right to audit compliance with these Terms and Conditions upon reasonable notice.

9. Modifications to the Agreement

We may modify this agreement (including any policies) at any time by posting a revised version on the Apira G-Cloud site or by otherwise notifying the Client. The modified terms will become effective upon posting or, if we notify the Client by email, as stated in the email message. By continuing to use the services after the effective date of any modifications to this agreement, the Client agrees to be bound by the modified terms. It is the Client's responsibility to check the Apira G-Cloud site regularly for modifications to this agreement.

10. Miscellaneous

10.1 Confidentiality and Publicity

The Client may use Apira G-Cloud confidential information only in connection with the Client's use of the services as permitted under this agreement. The Client will not disclose Apira G-Cloud confidential information during the term or at any time during the 5-year period following the end of the term. The Client will take all reasonable measures to avoid disclosure, dissemination, or unauthorised use of Apira G-Cloud confidential information, including, at a minimum, those measures the Client takes to protect the Client's own confidential information of a similar nature. The Client will not issue any press release or make any other public communication with respect to this agreement or the Client's use of the services without written agreement. The Client will not misrepresent or embellish the relationship between Apira and the Client (including by expressing or implying that we support, sponsor, endorse, or contribute to the Client or the Client's business endeavours), or express or imply any relationship or affiliation between Apira and the Client or any other person or entity except as expressly permitted by this Agreement.

10.2 Force Majeure

Except for the obligation to pay money, either party shall be excused from any delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, failure of performance by the other party, earthquake, labour disputes, riots, governmental requirements, inability to secure materials on a timely basis, failure of computer equipment, failures or delays of sources from which information or data is obtained and transportation difficulties. If Apira is prevented from providing the Information Services by a Force Majeure event, Apira shall give written notice to Client of the occurrence of such an event, and Client shall then be entitled to suspend its payments for the duration of the Force Majeure event.

10.3 Independent Contractors; Non-Exclusive Rights

Apira and the Client are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right:

- a. To develop or have developed for its products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party,
- b. To assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

10.4 No Third-Party Beneficiaries

This Agreement is not intended to benefit any third party. Client shall not without the prior written consent of Apira assign, transfer or otherwise delegate in whole or in part the benefit of or the rights under this Agreement. Apira shall be entitled to transfer, assign or sub-contract any or all of its rights/and or obligations under this Agreement to an affiliate or subsidiary company or to any purchaser of its business.

No amendments or waiver of any of the provisions of this Agreement shall be binding upon the parties unless made in writing by authorised representatives of Apira and Client. The failure to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the other party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part), or the right of either party thereafter to enforce each provision in accordance with the terms of this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable by a judicial or regulatory authority, the remainder shall not be affected, and this Agreement shall be carried out as nearly as possible according to its original terms and intent.

10.5 Notice

- a. To the Client. We may provide any notice to the Client under this agreement by:
 - (i) Posting a notice on the Apira G-Cloud site; or
 - (ii) Sending a message to the email address as expressly provided by the client. Notices we provide by posting on the Apira G-Cloud site will be effective upon posting and notices we provide by email will be effective when we send the email. It is the Client's responsibility to inform the Apira support desk of any changes to the email address.
- b. To Apira. To give Apira notice under this agreement, the Client must contact Apira by personal delivery, courier or registered or certified mail to Apira, The Point, 37 North Wharf Road, Paddington, London W2 1AF, United Kingdom. We may update the postal address for notices to Apira by posting a notice on the Apira G-Cloud site. Notices provided by personal delivery will be effective immediately. Notices provided registered or certified mail will be effective three business days after they are sent.
- c. Language. All communications and notices to be made or given pursuant to this agreement must be in the English language.

10.6 Governing Law

The Agreement shall be governed by and interpreted in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

10.7 Language

This Agreement includes the policies and is the entire Agreement between The Client and Apira regarding the subject matter of this Agreement.

This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Client and Apira, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between the Client and Apira, the security and data privacy provisions of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy, and confidentiality of the Client's content.

We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this agreement (whether it would materially alter this agreement) and which is submitted by the Client in any order, receipt, acceptance, confirmation, correspondence, or other document. If the terms of this document are inconsistent with the terms contained in any policy, the terms contained in this document will control, except that the service terms will control over this document. If we provide a translation of the English language version of this agreement, the English language version of the agreement will control if there is any conflict.

Schedule A - Support Services

The Apira Service Team is led by an ITIL and ISO 27001 certified Service Operations Manager and comprises of a Service Desk and Technical Support team. It is the mission of the Service Team to provide Apira clients with a great service experience and to resolve any issues or requests in an effective and efficient manner within agreed service levels, and to the satisfaction of the client.

The Apira Service Desk can be contacted by email or telephone and is the initial point of contact for incident reporting and service requests. The standard service desk hours (excluding Bank & Public holidays) are Monday to Friday - 9:00am to 5:00pm.

Additional support outside of the standard hours can be accommodated. A rate card is available in conjunction with the contract to provide the costs of additional support on an ad-hoc basis, for example to cover important processing times. If more permanent arrangements are required then this can be negotiated in order to provide the required services at the required times, and in the most cost-effective manner for the customer.

All issues, including Service Requests, are reported to the Service Desk who will assign the priority of the call-in agreement with the Customer. Issues and requests can be reported either by phone call or Email to a dedicated and monitored Support inbox. When logging an incident, the customer is requested to pre-complete a standard form which asks specific questions of the problem, and this enables a more rapid assessment and allocation of issues. Each Customer agrees with the Apira on how to report incidents and what information will be provided when making a call to the Help Desk. The Customer documents and distributes guidelines to the users.

Incident and Request Management

All Service Desk calls are logged on the Apira Service Management recording tool and allocated a unique reference number which is given to the customer at the time of call logging. This reference number is used to identify the Service Request or Incident through all stages of the call lifecycle to completion. The call number is quoted in subsequent reporting and on all verbal and written communication relating to a Service Request or Incident.

Following the logging and triaging of a call, Apira named consultant will own and manage each Service Request or Incident through to resolution. The status of incident calls is monitored by the Service Management Team.

Service Requests (such as password reset or administrative tasks) will be managed by the Service Desk and referred to specialist resource, as necessary. The customer will be consulted prior to a service request call being closed.

The Apira consultant will resolve the issue in the quickest time possible and when a fix can not immediately be identified or applied, a workaround will be agreed and used where appropriate to restore normal service operation. Where the incident is due to a bug in the current product release the problem will be referred to the Apira Product and Delivery



specialists for resolution. The problem will be fixed in the next product release unless it is a priority 1 with no workaround when it will be progressed as a matter of urgency. When problem is identified a Problem Record is opened, and this is managed and reported on within the Problem Management process.

Apira will ensure that the Customer is informed when a call is resolved, and the record is to be closed. Where a fix is provided, the incident will be closed only after the fix has been tested and approved by the Customer.

Contact

For further information about this service please contact us at:

email: info@apira.co.uk

visit: www.apira.co.uk