



Service Specific Terms and Conditions

Supplier Service Specific Terms, as applicable to
RM1557.15 e2e-assure Limited Services

SERVICE SPECIFIC TERMS AND CONDITIONS

In accordance with the Framework Agreement, these Supplier Service Specific Terms apply only where referenced in the applicable Order Form and only for the Services in scope of that Order Form. They incorporate the terms and conditions set out in the G-Cloud Framework Agreement, the Call-Off Contract and the completed Order Form. If there is any conflict, the Call-Off Contract (including the Order Form and Call-Off Schedules) will take precedence.

Lot2a Services:

1. Term and Termination
 - 1.1. Unless otherwise stated in the Order Form, the Services are offered on a 12-month initial term.
 - 1.2. In the event that the Call-Off Contract is terminated prior to the end of the initial term, other than for Supplier breach, the Buyer will be pay the full charges for that initial term unless the Order Form specifies otherwise.
2. Responsibilities
 - 2.1. Buyer Responsibilities
 - 2.1.1. The Buyer will provide the information, access, data, and technical configurations reasonably required for the Supplier to deliver the Services, as set out in the Service Definition and/or onboarding documentation, or otherwise reasonably requested by the Supplier.
 - 2.2. Supplier Responsibilities
 - 2.2.1. The Supplier will provide the services as detailed in the Supplier Service definition documentation.
3. Service Scope and Excess Usage
 - 3.1. The Services are provided in accordance with the scope, service tiers and any included volumes/limits stated in the Service Definition and/or the applicable Order Form ("In-Scope Services").
 - 3.2. If the Buyer usage exceeds any included volumes/limits, the Supplier will notify the Buyer and the parties will agree (in writing) a revised scope and charges (including any change to service tier).
4. Service Level Agreements
 - 4.1. Service Levels (including measurement method, hours of cover, and support response targets) are as set out in the Service Definition.
 - 4.2. Service Levels will not apply to the extent performance is impacted by:
 - 4.2.1. Buyer failure to meet its responsibilities;
 - 4.2.2. factors outside the Supplier's reasonable control (including third-party network or platform failures);
 - 4.2.3. planned maintenance notified in accordance with the Service Definition (where applicable); or
 - 4.2.4. suspension of the Services in accordance with clause 4
 - 4.3. Unless the Order Form states otherwise, no service credits apply to Supplier managed Services.
5. Licensing
 - 5.1. Cumulo Portal
 - 5.1.1. e2e-assure grants to the End User during the Term a non-exclusive, royalty free, licence to access and use the Cumulo Portal solely to the extent necessary to receive the Services.
 - 5.1.2. Ownership of all Intellectual Property Rights in the Cumulo Portal remains with e2e-assure and nothing in this Contract will operate to transfer to the End User or to grant to the End User any other licence or right to use the Cumulo Portal.
 - 5.1.3. The Supplier may suspend the End User's access to the Cumulo Portal to the extent reasonably necessary where:
 - 5.1.3.1. required by law;
 - 5.1.3.2. to address a security incident or material risk; or
 - 5.1.3.3. the End User is in material breach of the Call-Off Contract relating to use of the Cumulo Portal.

- 5.1.4. Where reasonably practicable, the Supplier will provide notice of any suspension required in accordance with clause 5.1.3, and will restore access promptly once the issue is remedied.
- 5.1.5. The End User shall ensure that its access credentials for the Cumulo Portal are stored securely and only used by authorised employees and are not shared with any other person. The End User shall take all reasonable steps to prevent any unauthorised access to the Cumulo Portal and will immediately notify e2e-assure if it becomes aware of any such access.
- 5.2. e2e-assure Microsoft Teams App
 - 5.2.1. e2e-assure grants to the End User during the Term a non-exclusive, royalty free, licence to access and use the e2e-assure Microsoft Teams App solely to the extent necessary to receive the Services.
 - 5.2.2. Ownership of all Intellectual Property Rights for the e2e-assure Microsoft Teams App remains with e2e-assure and nothing in the contract will operate to transfer to the End User or to grant to the End User any other licence or right to use the e2e-assure Microsoft Teams App.
 - 5.2.3. The Supplier may suspend the End User's access to the Microsoft Teams App to the extent reasonably necessary where:
 - 5.2.3.1. required by law;
 - 5.2.3.2. to address a security incident or material risk; or
 - 5.2.3.3. the End User is in material breach of the Call-Off Contract relating to use of the Microsoft Teams App.
 - 5.2.4. Where reasonably practicable, the Supplier will provide notice of any suspension required in accordance with clause 5.2.3, and will restore access promptly once the issue is remedied.
- 5.3. Acceptable Use (Cumulo Portal and Teams App)
 - 5.3.1. The End User will not:
 - 5.3.1.1. use the Portal/App unlawfully or to transmit malicious code;
 - 5.3.1.2. attempt to gain unauthorised access to the Portal/App or related systems;
 - 5.3.1.3. interfere with or disrupt the Portal/App (including via excessive automated requests) except as expressly agreed; or
 - 5.3.1.4. perform penetration testing or vulnerability scanning against the Portal/App without the Supplier's prior written consent.
 - 5.3.2. The Supplier may take proportionate steps (including temporary suspension) to prevent or address the activities in clause 5.3.1, in accordance with clauses 5.1.3-5.1.4/ 5.2.3-5.2.4.

Lot3 Services:

- 1. Service levels
 - 1.1. Delivery lead and cadence. The Supplier will provide a named delivery lead and will provide progress updates at the cadence stated in the Service Definition (or, if not stated, as agreed between the Parties).
 - 1.2. Where delivery is delayed or impacted by the matters in clauses 1.2.1–1.2.3, the Supplier will not be responsible for failure to meet any delivery dates or service levels to the extent caused by those matters, and the parties will agree a revised delivery plan in accordance with clause 5 (Change control) where appropriate.
 - 1.2.1. Buyer delay or failure to provide access/inputs/approvals;
 - 1.2.2. third-party failures in Buyer-managed or third-party environments/tools; or
 - 1.2.3. circumstances outside the Supplier's reasonable control.
 - 1.3. Where the Supplier fails to meet service levels, the parties will agree corrective actions (e.g., revised plan, additional governance, or resourcing adjustments).
 - 1.4. Unless the Order Form states otherwise, no service credits apply to Professional Services.
- 2. Fixed price delivery, acceptance and dependencies
 - 2.1. Fixed price scope

- 2.1.1. The fixed price covers only the deliverables and activities expressly described in the Service Definition and/or the Order Form. Anything not expressly included is out of scope unless agreed as a Change.
3. Buyer responsibilities and dependencies
 - 3.1. The Buyer will provide timely access to relevant personnel, systems/environments, documentation, and information reasonably required for delivery, as set out in the Service Definition.
 - 3.2. The Buyer will provide decisions, feedback and approvals within the timescales set out in the delivery plan (or, if not stated, within 5 Business Days of request).
 - 3.3. Where the Buyer does not meet clauses 3.1–3.2, any delivery dates/milestones will move by the period of the delay (and any knock-on impact), and the Supplier will not be responsible for non-achievement to the extent caused by that delay.
 - 3.4. Where Buyer delay or Buyer-requested changes materially increase effort, the parties will follow the Change process.
4. Acceptance
 - 4.1. Acceptance criteria. Deliverables will be deemed accepted when they meet the acceptance criteria stated in the Service Definition and/or Order Form.
 - 4.2. The Buyer will review deliverables within a reasonable timescale agreed by the Parties, and if no other agreement exists no later than within **10 Business Days** of delivery and will either confirm acceptance or provide written notice of dispute/non-acceptance.
 - 4.3. Deemed acceptance. If acceptance criteria is not stated within a Service Definition and/or Order Form, the deliverable will be deemed accepted unless the Buyer provides written notice of dispute within the review period.
 - 4.4. Remedy. Where non-acceptance is validly notified, the Supplier will remedy the notified failures and resubmit the deliverable. This clause applies only to failures against the acceptance criteria and does not include changes in requirements or preferences.
5. Change control
 - 5.1. Changes
 - 5.1.1. A “Change” is any agreed variation to scope, deliverables, assumptions, timelines, acceptance criteria, or required roles/skills.
 - 5.1.2. Either party may request a Change in writing (email is fine). The Supplier will respond with a change impact statement including any change to price, timeline, and delivery approach.
 - 5.1.3. A Change will only take effect when agreed in writing by both parties (including email confirmation) and, where required, reflected in the Order Form.
6. Supplier Licence Terms
 - 6.1. Access to Supplier tools
 - 6.1.1. Where the Supplier provides access to Supplier tooling (e.g., portal, templates, workspaces), the Supplier grants the Buyer a non-exclusive, royalty-free licence during the Call-Off term to use such tooling solely as necessary to receive the Services.
 - 6.1.2. The Buyer will keep credentials secure, restrict use to authorised personnel, and promptly notify the Supplier of suspected unauthorised access.
 - 6.1.3. The Supplier may suspend access to tooling to the extent reasonably necessary where required by law, to address a security incident/material risk, or where the Buyer is in material breach relating to use of the tooling. Where reasonably practicable, notice will be given and access restored promptly once remedied.
7. Deliverables and materials
 - 7.1. Licence to use deliverables. Subject to payment of charges due, the Supplier grants the Buyer a perpetual, non-exclusive, royalty-free licence to use the deliverables described in the Order Form for the Buyer’s internal business purposes.

- 7.2. Supplier Background IP. The Supplier retains ownership of its pre-existing materials, methodologies, templates, know-how and tools (“Supplier Background IP”). Nothing in these terms transfers ownership of Supplier Background IP to the Buyer.
- 7.3. Third-party/open source. Where deliverables include third-party or open-source components, use of those components is subject to their applicable licence terms. The Supplier will identify material third-party components in the deliverables or accompanying documentation where reasonably practicable.