

Terms and Conditions

G-cloud 15

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1 Applicability

These Terms and Conditions apply to all products and services provided by Fincore Ltd under the G-Cloud 15 Services Framework Agreement. Finworks is a trading name of Fincore Ltd and is used throughout G-Cloud documentation for branding purposes only. All contractual rights and obligations are entered into solely with Fincore Ltd.

2 Compliance with G-Cloud Framework Agreement

These Terms and Conditions are intended to be fully compliant with, and subordinate to, the G-Cloud 15 Services Framework Agreement and the applicable Call-Off Contract. Nothing in this document is intended to modify, limit, extend, or otherwise amend the terms of the G-Cloud Services Framework Agreement or the Call-Off Contract. In the event of any conflict, ambiguity, or inconsistency, the terms of the G-Cloud Services Framework Agreement and the Call-Off Contract shall take precedence.

3 Service Definition, Service Profile and Service Levels

As part of the Call-Off Contract, Fincore Ltd and the Customer will agree the applicable Service Definition and, where required, a Service Profile and Service Level Agreement (SLA). Unless otherwise agreed in writing, these will be based on Fincore Ltd.'s standard service descriptions as published in its G-Cloud 15 service listings at the time of order. Any changes to the agreed service scope or service levels during the term of the Call-Off Contract will be subject to mutual written agreement through a formal change control process.

4 Scope of Services and Exclusions

The services provided under a Call-Off Contract are limited to those expressly described in the applicable Service Definition. Unless explicitly agreed in writing as part of the Call-Off Contract, the following are excluded from the standard SaaS subscription, support, and hosting services:

- Data onboarding or migration activities
- Configuration, customisation, or development services
- Training, consultancy, or professional services
- Customer-specific reporting or bespoke data exports

Where required, such services may be provided under separate written agreement.

On contract expiry or termination, Fincore Ltd will provide the Customer with access to its Customer Data in accordance with Section 6. Any additional offboarding, transition support, or

data deletion services beyond this standard provision may be provided on request and charged on a time and materials basis in line with Fincore Ltd.'s published SFIA rate card.

5 Termination and Early Exit

The Customer may terminate a Call-Off Contract in accordance with the termination provisions of the G-Cloud Services Framework Agreement. Where a Call-Off Contract is terminated early by the Customer for convenience and not due to any breach by Fincore Ltd, Fincore Ltd may recover demonstrable and unavoidable costs directly incurred as a result of the early termination. Any such charges shall be reasonable, proportionate, and shall not exceed the total charges payable for the remaining term of the Call-Off Contract from the effective termination date to the originally agreed termination date.

6 Data Ownership and Data Export

All Customer Data remains the property of the Customer at all times. Upon termination or expiry of a Call-Off Contract, Fincore Ltd will provide the Customer with a copy of all Customer Data created, loaded, or captured through use of the service during the contract term. Data will be provided in one or more open or commonly used file formats as specified in Fincore Ltd.'s G-Cloud 15 service listings, together with any documents uploaded by the Customer in their original file formats.

Fincore Ltd will provide reasonable documentation to enable the Customer to understand the structure of the exported data for the purposes of data extraction and reuse. Such documentation may contain proprietary information and shall be used solely for this purpose. Disclosure of the content of such documentation to third parties is not permitted without the prior written permission of Fincore Ltd (such permission not to be unreasonably withheld or delayed).

7 Authority and Written Agreement

Call-Off Contracts and any associated amendments or approvals must be agreed in writing and may only be executed by a Director of Fincore Ltd or a duly authorised representative. Written agreement includes confirmation by electronic signature or email. Details of authorised representatives will be provided at the commencement of engagement and updated as required.