



Terms & Conditions document

G-Cloud 15 ServiceNow services

1. Terms and Conditions

The G-Cloud 15 terms as laid out in the Framework Agreement and the Call-Off Contract shall be adhered to. In addition, when purchasing ServiceNow services from Inetum Digital Services UK Ltd, the following terms shall apply:

1. Intellectual property rights

- 1.1 The Supplier and any Third Party(s) shall retain ownership of all Supplier IPRs and all Third Party IPRs.
- 1.2 The Buyer shall retain ownership of all Intellectual Property Rights:
 - a) subsisting in the Deliverables, other than Supplier IPRs and/or Third Party IPRs; and
 - b) subsisting in the Buyer Materials.
- 1.3 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 1.4 The Supplier grants the Buyer or shall procure the direct grant to the Buyer of a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free, non-transferrable licence to use the Supplier IPRs for the purpose of receiving and using the Services and in the Buyer's business.
- 1.5 This agreement does not grant the Buyer any rights in relation to Third Party IPRs and any such rights shall be the subject of a separate agreement between the Buyer and the relevant Third Party(s).
- 1.6 The Buyer may not at any time replicate any Supplier IPRs internally or transfer or sub-licence them to any third party without the prior written consent of the Supplier.
- 1.7 The Buyer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Buyer Materials for the Term for the purpose of providing the Services to the Buyer in accordance with this agreement.
- 1.8 The Buyer shall keep the Supplier indemnified in full against any sums awarded by a court against the Supplier as a result of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Buyer Materials by the Supplier.

2 Definitions

The following definitions and rules of interpretation apply :

Buyer Materials	all documents, data, information, items and materials in any form, whether owned by the Buyer or a third party, which are provided by the Buyer to the Supplier in connection with the Works
Deliverables	any output of the Works to be provided by the Supplier to the Buyer as specified in a Call-Off Contract and any other documents, data, products and materials provided by the Supplier to the Buyer in relation to the Works (excluding the Supplier's equipment)

Documentation	the documents made available to the Buyer by the Supplier which sets out a description of the Services and the user instructions for the Services
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights without limitation, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, whether vested, contingent or future and all similar or equivalent rights or forms of protection in any part of the world
Services	any specific services or Works as set out in a Call-Off Contract
Supplier IPRs	all Intellectual Property Rights that are owned by the Supplier and which are or have been developed independently of the Services in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable a Buyer to receive and use the Services
Term	the duration of the Call-Off contract between the parties
Third Party IPRs	all Intellectual Property Rights that are owned by a third party