

G-CLOUD 15

SUPPLIER LICENCE TERMS

1. INTERPRETATION AND DEFINITIONS

1.1. Except where expressly defined in these Supplier Licence Terms, the definitions and rules of interpretation set out in the Call-Off Contract (including any incorporated schedule) shall apply to these Supplier Licence Terms. Where a term is defined in both the Call-Off Contract and in these Supplier Licence Terms, the definition in these Supplier Licence Terms shall take precedence for the purposes of interpreting these Supplier Licence Terms only.

1.2. The definitions used in these Supplier Licence Terms are as follows:

Acceptable Use Policy	means the Supplier's Acceptable Use Policy set out in Schedule 1 of these Supplier Licence Terms.
Buyer Data	means any data inputted by the Buyer or Buyer Users for the purpose of using the Services.
Third-Party Software	means any software (including but not limited to cloud services) that are owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or the Deliverables.
Virus	means any malicious code or program designed to disrupt, damage, interfere with, or gain unauthorised access to any software, hardware, system, network, or data, including viruses, worms, trojan horses, malware and any other code or program with the intent to adversely affect the operation, security, availability, or integrity of any software, hardware, system, network, or data.
Vulnerability	means any weakness, flaw, misconfiguration, or deficiency in the Software, systems, networks, or security controls that could be exploited to compromise the confidentiality, integrity, or availability of the Software, Buyer Data, or related systems, and the term Vulnerabilities shall be interpreted accordingly.

2. SCOPE OF THESE SUPPLIER LICENCE TERMS

2.1. These Supplier Licence Terms apply to the Call-Off Contract between the Supplier and the Buyer for the provision of Services specified in such Call-Off Contract. For the avoidance of doubt, all capitalised terms and phrases used in these Supplier Licence Terms shall have the meanings given to them in the Framework, unless expressly defined otherwise.

2.2. Unless otherwise expressly stated in the Call-Off Contract, these Supplier Licence Terms together with the Call-Off Contract constitute the agreement between the Supplier and the Buyer. Any amendments to these Supplier Licence Terms will be discussed in good faith between the Parties prior to signature of the Call-Off Contract, taking into account the nature and scope of the Services, including any specific terms required in light of applicable third-party licensing obligations. Any service specific Buyer responsibilities may also be agreed in good faith by the Parties within the Call-Off Contract.

2.3. Where the Supplier relies on third-party cloud platforms (including, without limitation, Salesforce, Amazon Web Services, Google Cloud Platform, or ServiceNow) to deliver the Services, the

Supplier and the Buyer shall comply with the applicable platform requirements. To the extent such requirements are mandatory and non-modifiable, the Supplier will notify the Buyer, and the Parties will apply them only insofar as they are consistent with the Framework and the Call-Off Contract. For the avoidance of doubt, nothing in this Clause reduces or limits the Buyer's protection under the Framework or the Call-Off Contract. Any service specific terms that require the Buyer's agreement beyond these mandatory requirements will only take effect where expressly included in the Call-Off Contract in accordance with Clause 2.1 of these Supplier Licence Terms ("**Service Specific Terms**").

3. LICENCE

- 3.1. The Supplier grants the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Period to access and use the Services, the Software, Documentation, or Deliverables solely for the Buyer's internal business purposes and strictly in accordance with the Call-Off Contract.
- 3.2. The grant of licence in Clause 2.1 is subject to the Buyer ensuring its use and each Buyer User's use is in accordance with:
- (a) the Framework and the relevant Call-Off Contract;
 - (b) the Acceptable Use Policy;
 - (c) these Supplier Licence Terms;
 - (d) any mandatory usage instruction or configuration requirement issued by the relevant provider or manufacturer of Third-Party Software; and
 - (e) any Specific Service Terms.

4. RESTRICTIONS

- 4.1. The Buyer shall not (and shall not permit others to):
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, the Services, Deliverables and/or Documentation (as applicable) in any form or media or by any means;
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services;
 - (c) access all or any part of the Software, Services and Documentation in order to build a product or service which competes with the Software, the Services or the Documentation;
 - (d) use the Software, Services or Documentation to provide services to third parties;
 - (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, Services or Documentation available to any third party except the Buyer Users;
 - (f) remove any proprietary or copyright notices contained in the Software, the Services, the Deliverables or the Documentation;

- (g) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 4;
- (h) introduce or permit the introduction of any Virus or Vulnerability into the Software, the Services or the Supplier System;
- (i) process or upload any data that the systems or infrastructure used by the Supplier to deliver the Services are not designed or permitted to handle, including data that is unlawful, harmful or otherwise restricted by legal, regulatory or technical reasons, including (but not limited to) export-controlled data; or
- (j) circumvent or attempt to circumvent any technical limits, usage allocations, licensing constraints or other restrictions inherent in the systems or infrastructure used by the Supplier, including the Supplier System, to deliver the Services.

4.2. The Buyer must notify the Supplier as soon as it becomes aware of any unauthorised use of the Services, the Software, Deliverables or Documentation. The Supplier and its licensors shall have no liability for any loss, damage, claims arising from or connected with any such unauthorised use.

5. BUYER RESPONSIBILITIES

5.1. The Buyer shall:

- (a) provide the Supplier with all necessary co-operation, in a timely manner, in relation to these Supplier Licence Terms, including all necessary access to such information as may be required to provide the Services or to enable the Supplier to comply with any audit, regulatory, certification or security obligations applicable to the Services;
- (b) comply with all reasonable instructions mandated by any providers of Third-Party Software;
- (c) without affecting its other obligations under these Supplier Licence Terms, comply with all applicable Laws and regulations with respect to its activities under these Supplier Licence Terms;
- (d) carry out all other Buyer responsibilities set out in these Supplier Licence Terms and as set out in the Supplier Service Description, the Shared Responsibility Model and the Call-Off Contract in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the Parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary and the Supplier shall not be liable for any failure to deliver any or all of the Services to the extent caused by the Buyer's delay;
- (e) ensure that the Buyer Users use the Services and Deliverables in accordance with these Supplier Licence Terms and the Acceptable Use Policy and shall be responsible for any Buyer User's breach of the same;
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under these Supplier Licence Terms;
- (g) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;

- (h) except as otherwise expressly provided in these Supplier Licence Terms or in the Call-Off Contract, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's System, including the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Buyer's network connections or telecommunications links or caused by the internet;
- (i) take all reasonable steps to prevent unauthorised access to, or misuse of, the Services, including maintaining the confidentiality and security of all access credentials;
- (j) ensure that it does not process or upload any data that the systems or infrastructure used by the Supplier, including the Supplier System, to deliver the Services are not designed or permitted to handle, including data that is unlawful, harmful or otherwise restricted by legal, regulatory or technical reasons, including (but not limited to) export-controlled data;
- (k) comply with any technical, operational or configuration requirements reasonably notified by the Supplier as necessary for the proper delivery or performance of the Services;
- (l) ensure that all information, instructions and materials it provides to the Supplier are complete, accurate and not misleading; and
- (m) be responsible for any loss, liability, cost or damage arising from the Buyer's or any Buyer User's misuse of the Services or breach of the Acceptable Use Policy.

6. SUPPLIER RESPONSIBILITIES

- 6.1. The Supplier shall perform the Services and provide the Deliverables set out in the Call-Off Contract with all reasonable skill and care.
- 6.2. The Buyer confirms that the scope of the Services and the Deliverables are fit for the intended purpose.
- 6.3. The Supplier's obligation at Clause 5.1 shall not apply to the extent of any non-conformance which is caused by:
 - (a) use of the Services contrary to the Supplier's instructions;
 - (b) modification or alteration of the Services by any party other than the Supplier or its authorised contractors or agents;
 - (c) any act or omission of the Buyer, including failure to provide information, access, approvals or cooperation required for delivery of the Services; or
 - (d) any incomplete, inaccurate or defective Buyer Data, Buyer systems, Buyer integration or Buyer provided configuration.
- 6.4. The Buyer acknowledges that the Services may rely on third-party platforms or technologies which evolve over time, and that features or functionality may be modified, replaced or discontinued by those third parties. The Supplier shall not be liable for any impact arising from such changes, provided the Supplier uses reasonable endeavours to mitigate any material adverse effect on the Buyer.

- 6.5. If the Services do not conform with the terms of Clause 6.1, the Supplier will, at its expense, use reasonable endeavours to correct any such non-conformance promptly.

7. SUSPENSION AND MAINTENANCE

- 7.1. The Supplier may suspend the Buyer's or any Buyer User's right to access or use any portion or all of the Services and/or the Software immediately upon notice to the Buyer and without any liability if the Supplier determines:
- (a) the Buyer or any of the Buyer User's use of the Services and/or Software (i) poses a security risk to the Services, the Software or any third party, (ii) may adversely impact the Services, the Software or the systems or content of any other Buyer of the Supplier, or (iii) may subject the Supplier, its Affiliates, or any third party to any liability;
 - (b) the Buyer, or any Buyer User, is in breach of these Supplier Licence Terms or the Acceptable Use Policy;
 - (c) the Buyer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution, or similar proceeding; or
 - (d) suspension is required by any third-party systems or infrastructure used by the Supplier to deliver the Services, including for security, operational or legal reasons.
- 7.2. The Supplier may suspend the Buyer's or any Buyer User's right to access or use any portion or all of the Services and/or the Software in order to carry out emergency repair or scheduled upgrade or maintenance as notified to the Buyer from time to time, however the Supplier shall have no liability for resulting unavailability or disruption.
- 7.3. The Supplier shall use reasonable endeavours to advise the Buyer whenever it plans to upgrade or carry out maintenance in relation to the Service and shall use reasonable endeavours to carry out such maintenance so as to avoid disruption to the Buyer's use of the Software and/or the Services, however the Supplier shall have no liability for resulting unavailability or disruption.
- 7.4. If any suspension arises from the Buyer's or any Buyer User's breach of these Supplier Licence Terms, breach of the Acceptable Use Policy, or misuse of the Services, the Buyer shall be responsible for any reasonable costs incurred by the Supplier in connection with investigating, mitigating or remedying the issue.
- 7.5. Any suspension of the Services under this Clause 7 does not relieve the Buyer of its payment obligations under the Call-Off Contract.

8. THIRD PARTY PROVIDERS

The Buyer agrees and acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Buyer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Buyer and the relevant third party,

and not the Supplier. The Supplier recommends that the Buyer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. As between the Supplier and the Buyer, the Buyer or its licensors own all right, title, and interest in and to the Buyer Data. Except as provided in this Clause 9, the Supplier obtains no rights under the Call-Off Contract from the Buyer's or its licensors to the Buyer Data, including any related Intellectual Property Rights. The Buyer consents to the Supplier's and its subcontractor's use of the Buyer Data to provide the Services to the Buyer.
- 9.2. The Buyer represents and warrants to the Supplier that: (a) the Buyer or its licensors own all right, title and interest in and to the Buyer Data; (b) the Buyer has all rights in the Buyer Data necessary to grant the rights contemplated by the Call-Off Contract; and (c) none of the Buyer Data, or the Buyer Users' use of the Buyer Data or the Services will infringe any third-party's IPRs.
- 9.3. As between the Buyer and the Supplier, the Supplier, its Affiliates, subcontractors or licensors own and reserve all right, title, and interest in and to the Services. Except as provided in this Clause 9, the Buyer obtains no rights under the Call-Off Contract from the Supplier or its licensors to the Services and the Software, including any related Intellectual Property Rights. For the avoidance of doubt this licence does not grant the Buyer any rights in any Third-Party Software, platforms or components used by the Supplier to deliver the Services, other than as necessary for the Buyer's permitted use of the Services.
- 9.4. Neither the Buyer nor any Buyer User may use the Services in any manner or for any purpose other than as expressly permitted by the Call-Off Contract. All licenses granted to the Buyer in the Call-Off Contract are conditional on the Buyer's continued compliance with these Supplier Licence Terms and the Call-Off Contract and are immediately terminable on notice from the Supplier if the Buyer or any Buyer User does not comply with any term or condition of these Supplier Licence Terms or the Call-Off Contract. During and after the Contract Period, the Buyer will not assert, nor will the Buyer authorise, assist, or encourage any third-party to assert any intellectual property infringement claim against the Supplier or any of its Affiliates, vendors, business partners, or licensors regarding any Services or any underlying technologies used to deliver them.
- 9.5. The Supplier may generate and use anonymised or aggregated data derived from the Buyer's use of the Services for service improvement, security, analytics and reporting purposes, provided such data does not identify the Buyer or any individual.

10. INTELLECTUAL PROPERTY INDEMNITY

- 10.1. The Supplier may, subject to Clauses 10.3 to 10.5, defend the Buyer, its officers, directors, and employees against any claim that the Services, when used by the Buyer and its Buyer Users as permitted under the Call-Off Contract, infringes any United Kingdom patent, copyright, trademark, database right, and shall reimburse the Buyer for any amounts awarded against the Buyer in judgment or settlement of such claims, provided that (a) the Supplier is given prompt notice of any such claim; (b) the Buyer provides full co-operation to the Supplier in the defence and settlement of such claim; and (c) the Supplier is given sole discretion to defend or settle the claim.
- 10.2. Subject to the conditions in Clause 10.1(a) and (b), the Buyer will indemnify the Supplier against all costs, claims, demands, losses, damages liabilities and expenses (including reasonable legal

expenses) incurred by the Supplier and arising directly out of any claim that any of the Buyer Data infringes any third-party's IPRs.

- 10.3. In the defence or settlement of any claim contemplated by Clause 10.1, the Supplier may procure the right for the Buyer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Call-Off Contract on two (2) Working Days' notice to the Buyer without any additional liability or obligation to pay any costs to the Buyer.
- 10.4. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Buyer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Supplier Service Description by anyone other than the Supplier;
 - (b) the Buyer's use of the Services in a manner contrary to the instructions given to the Buyer by the Supplier;
 - (c) the Buyer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or
 - (d) the breach of any IPR which the Buyer makes available or otherwise supplies to the Supplier for the purpose of the provision of the Services.
- 10.5. The foregoing states the Buyer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, or database right.

11. DATA PROTECTION

- 11.1. The Buyer acknowledges and agrees that, in connection with the provision of the Services, that the Supplier may use sub-processors (including providers of software, hosting, and other supporting services) to process Personal Data on the Supplier's behalf. Such processing may involve the transfer of Personal Data to countries outside the United Kingdom.
- 11.2. Where Personal Data is transferred outside the United Kingdom, the Supplier shall ensure that such transfers are made in compliance with Data Protection Legislation, including by implementing appropriate safeguards as required under the UK GDPR (for example, the IDTA, the UK Addendum to the EU SCCs, or transfers to countries subject to adequacy regulations).
- 11.3. The Supplier shall remain responsible for the acts and omissions of its sub-processors in relation to the processing of Personal Data and shall ensure they are subject to written data protection obligations which are no less protective than those standards consistent in the industry. However, the Buyer acknowledges that the security and data protection obligations relating to the Services operate on a shared responsibility basis between the Supplier and Buyer.

12. SECURITY

- 12.1. The Buyer acknowledges and agrees that suitable security measures are essential components of any internet-related service and that the benefits of security measures are known to the Buyer. The Buyer is solely responsible for evaluating the appropriateness and adequacy of its own security measures.

- 12.2. The Buyer acknowledges and agrees that it is responsible for ensuring that any Buyer Data processed pursuant to the use of the Services has an impact level classification which is no higher than the impact level to which the relevant Service has been accredited, as set out in the relevant Supplier Service Description.
- 12.3. The Buyer shall comply with any security, configuration or access requirements reasonably notified by the Supplier as necessary for the secure operation of the Services. The Buyer acknowledges that the Supplier may use third party hosting or platform providers to deliver the Services and that the security measures applied in those environments form part of the overall security controls.
- 12.4. The Supplier shall not be responsible for any security incident to the extent it results from the Buyer's systems, networks, integrations, configuration, access controls or failure to follow the Supplier's security instructions.

13. DISPUTES

Any disputes arising in connection with these Supplier Licence Terms or their interpretation of the same against the Framework shall first be discussed in good faith between the Supplier and the Buyer. If not resolved, such disputes shall be handled in accordance with the dispute resolution procedures set out in the Call-Off Contract and the Framework.

SCHEDULE 1 ACCEPTABLE USE POLICY

1. PURPOSE AND SCOPE

This Acceptable Use Policy (“**AUP**”) sets out acceptable and prohibited use of the Services where the Supplier provides access to systems, platforms or tools as part of providing the Services.

The Services may comprise of Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and/or Software as a Service (SaaS). Responsibility for configuration, security, applications, data and user activity may vary depending on the nature of the Services provided, as further described in the applicable Supplier Service Description and Shared Responsibility Model.

This AUP applies to the Buyer and the Buyer Users solely in connection with their access to and use of the Services. Use of the Services is subject to acceptance and continuous compliance with this AUP.

2. PROHIBITED USE

Unless otherwise stated, the prohibitions set out below apply only to activities carried out through or in connection with the Buyer's or any Buyer User's use of the Services.

The Buyer shall not and shall not permit any Buyer User to:

- **Illegal use:** Use of the Services in a manner that violates any applicable Law or regulation.

Unlawful Communication: Send or facilitate the sending of unsolicited bulk and/or commercial messages over the internet (known as "spamming") through the Services.
- **Intellectual Property Infringement:** Engage in any activity, including uploading, storing, processing or make available through the Services, that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities.
- **Unlawful or Harmful Materials:** Upload, store, process, transmit or otherwise make available through the Services any content that is unlawful, including material involving child sexual abuse, or that is defamatory, obscene, offensive, hateful, abusive, threatening, sexually explicit, violent, discriminatory or fraudulent.
- **Misrepresentation:** Forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message.
- **Unauthorised Access:** Attempt to gain unauthorised access to, interfere with or disrupt any systems, accounts, or networks including attempting to bypass or breach security or authentication measures.
- **Service Security:** Use the Services in a manner intended to compromise, disrupt or degrade the security, integrity or availability of the Services, any underlying cloud infrastructure, or other customer environment, including through the introduction of malware or virus.

- **Circumvention of Safeguards:** Circumvent or attempt to circumvent any technical limits, access controls, usage allocations or other restrictions inherent in the Services.
- **Export Controls and Sanctions:** Use the Services to export, re-export or transfer software, encryption technology or data in breach of applicable export control or sanction laws.

3. ENFORCEMENT

A breach of this AUP may result in suspension or restriction of access to the Services in accordance with the Supplier Licence Terms and Call-Off Contract.

4. CHANGES

The Supplier may update this AUP from time to time by providing reasonable notice to the Buyer.

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SHARED RESPONSIBILITY MODEL

The division of security and operational responsibilities between the Supplier and the Buyer shall be dependent on the nature and scope of the agreed services and shall be set out in the Supplier Service Description or in the Call-Off Contract.

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SUPPLIER DATA PROCESSING AGREEMENT

The Supplier and the Buyer shall agree any data processing particulars in the Call-Off Contract taking into account the scope and nature of the Services and the processing of Personal Data.

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SUPPLIER SERVICE LEVEL AGREEMENT

Service Levels shall be in accordance with those set out in the Supplier Service Description or as otherwise agreed between the Supplier and the Buyer prior to signature of the Call-Off Contract.