



G-Cloud Technology Services - Terms and Conditions

Pink Elephant EMEA Limited

G-Cloud Framework Compliance

These Terms and Conditions are supplementary to and subject to the G-Cloud 15 Framework Agreement. When Services are procured through the G-Cloud framework:

1. These terms apply only to the extent they do not conflict with the G-Cloud 15 Framework Agreement or any Call-Off Contract
2. In the event of any conflict or inconsistency, the following order of precedence shall apply:
 - G-Cloud 15 Framework Agreement
 - Call-Off Contract
 - Statement of Work or Order Form
 - These Terms and Conditions
3. Where these terms refer to service levels, response times, suspension rights, termination, limitation of liability, or contract duration, such provisions are subject to and shall not override the corresponding provisions in the G-Cloud Framework Agreement and Call-Off Contract

1. Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

Engagement Manager means the person appointed by Pink Elephant who will be responsible for the supervision of the Services provided under the Agreement.

Contract Manager means the person appointed by the Customer who will be responsible for ensuring that the obligations of the Customer are met and for the supervision of the performance of the Agreement.

Business Day means any day which is not (i) a Saturday or Sunday or (ii) a day observed as a holiday under the law of the United Kingdom.

Normal Office Hours means 09:00 to 17:00 Monday to Friday (excluding UK public holidays).

Services means all work carried out by Pink Elephant's engineers and technical staff as described in the applicable Statement of Work or Order Form.



Service Window means the period during which Services are carried out or by which Services performance is measured and timed.

Incident means an unplanned interruption to the service. Incident management is the process for dealing with all incidents to ensure service is restored as quickly as possible through a workaround or fix.

Standard Request means a Customer request for assistance where the impact and complexity are known. These service requests are pre-defined and will be delivered within the proposed time.

Enhancement Request means a Customer request for a modification or change in the system, where the development impact is not larger than 4 hours.

Standard Change means an enhancement request where it is determined that there is no, or very limited risk of any production downtime and the associated work is less than 8 hours.

Change Request or Additional Services means requests for change that take longer than 8 hours of development time.

Response Time means the time measured from the moment an Incident has been created until work has commenced on resolving it. Response time is measured within the agreed Service Window.

Personnel means Pink Elephant's employees, agents, contractors and other representatives assigned to provide the Services.

2. Applicable Law

These Terms and Conditions are governed by and construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference, subject to any dispute resolution procedures set out in the G-Cloud Framework Agreement.

3. Scope of Technology Services

3.1 Service Overview

Pink Elephant offers Managed Service support for technology platforms as described in the applicable Statement of Work. The main purpose of the Managed Services is to support the Customer with the maintenance and development of technology platforms.

3.2 Services in Scope

The following services may be included as part of Technology Services, as specified in the Statement of Work:

Platform Services:

- Incident Management

- Request Management
- Change Management
- License Management
- Platform Management

Service Delivery Management:

- Service Reviews
- Reporting
- Roadmap Services

Professional Services:

- Quality Assurance
- Technical Consultancy
- System Administration

3.3 Service Tiers

Services may be delivered under different service tiers (Bronze, Silver, Gold) as specified in the Statement of Work. Each tier provides different response times, resolution targets, and included services. The specific tier and associated service levels will be defined in the Statement of Work.

3.4 Service Inclusions

Typical service inclusions across support tiers include:

- Incident Management with defined response and resolution times
- Technical Support
- Emergency updates
- Change Management with monthly hour allocations
- Quarterly Service Reviews
- Quality Assurance/Health Checks (frequency varies by tier)
- License Management (Silver and Gold tiers)
- Annual Process Reviews and Roadmap sessions (Gold tier)

Specific inclusions for any engagement will be detailed in the Statement of Work.



3.5 Service Limits

Usage limits and monthly hour allocations for Incident Management, Service Requests, and Change Management will be specified in the Statement of Work. These limits are designed to ensure appropriate capacity planning and ongoing value delivery.

4. Service Delivery

4.1 Change Management

Change Management hours are allocated to facilitate standard changes only. Requests which take more than 2 hours of development time are considered non-standard changes.

Additional consultancy or development work that sits outside of the standard change classification will be quoted separately and may be subject to additional charges as specified in the Statement of Work.

4.2 Usage Reconciliation

Where applicable, usage hours will be monitored throughout the contract term and communicated to the Customer during service reporting and quarterly service review meetings.

Usage hours may be reconciled across quarters, meaning that under-utilization in one month may offset over-utilization in another within the same quarter, subject to the specific terms in the Statement of Work.

4.3 Over-Consumption

Over-consumption of allocated hours will be communicated to the Customer on a consistent basis via service reporting and service review meetings. Pink Elephant will work to understand the reasoning for over-consumption and discuss contingency plans with the Customer.

Any charges for over-consumption will be in accordance with the rates specified in the Statement of Work and subject to the payment terms of the G-Cloud Framework Agreement.

5. Service Levels and Performance

5.1 Key Performance Indicators

Key Performance Indicators (KPIs) and service level targets will be defined in the Statement of Work. These may include:

Priority Levels (typical examples - actual priorities defined in Statement of Work):

P1: Critical issues causing production system unavailability

P2: Issues causing process/function unavailability

P3: Issues causing limited availability and impeding work



P4: Issues with little or no impact on work

Response and Resolution Times for each priority level will be specified in the Statement of Work.

5.2 Service Window

The Service Window (hours during which services are delivered and performance is measured) will be specified in the Statement of Work. A typical Service Window is 08:30 to 17:00 UK time on Business Days excluding UK Bank Holidays

5.3 Vendor Escalation

Where incidents require vendor assistance, resolution times may be affected by the vendor's response times. Pink Elephant will act as a technical liaison between the Customer and vendor support teams during escalations. In these cases, the vendors response and resolution times are always leading.

6. Service Descriptions

6.1 Incident Management

This process is focused on returning the performance of services to normal as quickly as possible within agreed Service Levels. This means incidents may rely on temporary workarounds while the root problem is investigated.

6.2 Change Management

This process helps to request, prioritize, schedule, implement and test changes. Pink Elephant will support and guide the scoping and delivery of changes within best practices and platform frameworks. All changes executed by or with Pink Elephant will be tested before being moved to production.

6.3 Request Management

This process is used to request and deliver standard requests where the impact and complexity are known. These service requests are pre-defined and will be delivered within the proposed time.

6.4 Service Reviews

Periodic meetings to evaluate delivered services, providing the Customer opportunity to express thoughts on services and delivered changes. Review frequency is specified in the Statement of Work.

6.5 License Management

Pink Elephant evaluates current license usage and advises on optimization. During renewal periods, Pink Elephant may support negotiations with technology vendors. For engagements with roadmap services, license management includes estimation for future use.



6.6 Roadmap Services

This service creates and follows organizational strategy, mapping strategy to platform capabilities to guide the technology journey and align parties on achieving value while maintaining focus on organizational goals.

7. Governance and Communication

7.1 Engagement Channels

Primary communication channels and service portals will be specified in the Statement of Work. Typical channels include:

- Support portal for incident, request, and change management
- Telephone and email for high-priority incidents
- Service review meetings

7.2 Communication Protocols

- The support portal serves as the primary communication channel
- Pink Elephant does not handle direct calls from end users, only from authorized contacts raising issues on behalf of end users
- Email notifications are provided for ticket intake, updates, and closure
- Support is provided remotely in English language unless otherwise specified

7.3 Review Meetings and Reports

Quarterly meetings (or as specified in the Statement of Work) will be held to review:

- Service statistics and performance against agreed service levels
- Customer satisfaction
- Planned projects and continual service improvements
- Evaluation of the service agreement
- Roadmap sessions (where applicable)

7.4 Escalation

The Customer and Pink Elephant will escalate problems, queries or concerns about day-to-day service management when issues cannot be settled at a certain level. Escalation levels and contacts will be defined in the Statement of Work.

8. Locations and Delivery Model

8.1 Service Delivery Location

Managed Service work will be carried out remotely by Pink Elephant unless otherwise specified in the Statement of Work.



Pink Elephant operates from multiple locations:

- Pink Elephant EMEA Ltd: Reading, United Kingdom
- Pink Elephant Education B.V: Rotterdam, The Netherlands
- Blue Ocean IT Services Pty. Ltd.: Johannesburg, South Africa

8.2 Customer Locations

Customer locations and any on-site requirements will be specified in the Statement of Work.

9. Responsibilities

9.1 Customer Responsibilities

- Provide access to systems and environments as necessary for service delivery
- Provide full and complete access to agreed supported systems as required
- Provide necessary cooperation, information and support reasonably required for performance of the Services
- Coordinate other Customer suppliers to ensure their contribution to service delivery is not disrupted
- Make payments according to the payment terms described in the G-Cloud Framework Agreement and Call-Off Contract

9.2 Pink Elephant Responsibilities

- Provide suitably qualified engineering staff and management to ensure effective implementation of Services
- Use reasonable endeavours to ensure Services are provided to professional standards
- Exercise reasonable skill, care and judgement in execution of Services
- Submit invoices supported by necessary documentation detailing Services supplied

9.3 Personnel

- Pink Elephant will assign appropriately qualified personnel to perform the work required
- Pink Elephant will use reasonable endeavours to minimize changes of assigned personnel
- Pink Elephant will comply with reasonable rules, regulations and requirements (including security arrangements) in force at Customer premises
- Personnel will use reasonable endeavours to promote the interest of the Customer

10. Fees and Payment Terms



10.1 Service Fees

Fees for services will be specified in the applicable Statement of Work or Order Form. Fees may be structured as monthly recurring charges, quarterly payments, or per-incident/request charges depending on the service model.

10.2 Payment Terms

Payment terms are as specified in the G-Cloud Framework Agreement and Call-Off Contract. Typically, invoices are payable within 30 days of the invoice date.

10.3 Additional Services and Non-Standard Changes

Requests which take more than the threshold specified for standard changes (typically 4-8 hours of development time) are considered non-standard changes and require a separate change order executed by the parties.

Additional resources supplied as a result of change control will be charged at rates specified in the Statement of Work.

10.4 Non-Office Hours Rates

Where services are required outside Normal Office Hours, premium rates may apply as specified in the Statement of Work. Typical premiums:

- Outside office hours: 150% of standard rate
- Sundays and holidays: 200% of standard rate

10.5 Taxes

All fees are exclusive of VAT and any other applicable taxes, levies or duties imposed by law, which shall be payable by the Customer in addition to the fees.

11. Intellectual Property Rights

11.1 Pre-Existing IP

Each party retains all ownership rights in its pre-existing intellectual property.

11.2 Service Deliverables

Unless otherwise specified in the Statement of Work, Pink Elephant will retain all copyright in any document, software, configurations or materials prepared during the provision of Services, save where the law specifically provides otherwise.

The Customer will receive a license to use deliverables for their intended business purpose as specified in the Statement of Work

11.3 Customer Data

The Customer retains all ownership rights in Customer data and information provided to Pink Elephant for the purposes of service delivery.

12. Confidentiality

12.1 Obligations

Each party shall keep confidential all Confidential Information and shall not divulge the same to any third party without written consent, except:

- To auditors, legal and other professional advisors
- To employees who have a need to know
- Where ordered to disclose by a court or tribunal of competent jurisdiction

12.2 Exceptions

Confidentiality obligations shall not apply to information that:

- Is published or has entered the public domain without breach
- Is obtained from a third party with no obligation of confidentiality
- Is independently developed without breach
- Was already known without a duty of confidentiality at the time of receipt

12.3 Return of Information

Upon termination or expiration, each party will return all documents and information containing Confidential Information within a reasonable time period and on written notice.

13. Data Protection

Pink Elephant confirms that it will comply with the provisions of the Data Protection Act 2018 and UK GDPR when processing personal data. Any additional data processing requirements shall be set out in a separate Data Processing Agreement or Schedule as required by the G-Cloud Framework Agreement.

14. Representations and Warranties

14.1 Service Warranty

Pink Elephant represents and warrants that Services will be performed in a diligent, professional and workmanlike manner, consistent with generally accepted industry standards for similar services, and in accordance with the Statement of Work.

In the event that any portion of the Services fails to conform to this warranty, Pink Elephant shall use reasonable endeavours to promptly re-perform or rectify the non-conforming Services, subject to the limitations set out in the G-Cloud Framework Agreement.

14.2 Customer Obligations

The Customer represents and warrants that it shall:

- Cooperate reasonably and in good faith



- Provide timely, accurate and complete information, access and materials reasonably required
- Comply with all applicable laws and regulations in connection with use of the Services

15. Limitation of Liability

The limitations of liability applicable to Services procured under G-Cloud are set out in the G-Cloud Framework Agreement and Call-Off Contract. These provisions shall prevail over any conflicting terms in these Terms and Conditions.

16. Insurance

Throughout the term of service provision, Pink Elephant shall maintain appropriate insurance coverage including professional indemnity insurance, public liability insurance, and any other insurance required by applicable law or good industry practice.

Pink Elephant shall ensure compliance with all applicable health and safety legislation in the jurisdiction(s) where Services are performed.

17. Term and Termination

17.1 Contract Term

The term and any renewal provisions applicable to Services procured under G-Cloud are set out in the G-Cloud Framework Agreement and Call-Off Contract.

17.2 Termination Rights

Termination rights are as specified in the G-Cloud Framework Agreement and Call-Off Contract, which provide for termination for convenience, termination for breach, and termination for insolvency events.

17.3 Effects of Termination

Upon termination:

- The Customer remains liable for all charges properly incurred up to the effective date of termination
- Rights and obligations that by their nature should survive termination shall continue
- Confidentiality obligations shall survive termination

18. Service Exclusions

The following services or actions are not included in standard service pricing unless specifically included in the Statement of Work:

- Additional incident or work volumes caused by the Customer and outside the control of Pink Elephant
- Enhanced response times beyond those specified in the applicable service tier



- Major enhancements and projects (these require separate commercial agreements)
- Work to correct, rectify or modify equipment or software that has been interfered with contrary to recommendations or instructions, or damaged by the Customer
- Procurement of new products or services to enhance or improve capability or performance
- Costs of software/firmware upgrades and license management (unless specifically included)
- Third-party products, licenses or services

19. Force Majeure

Neither party shall be liable for delay or failure to perform obligations if caused by circumstances beyond reasonable control, including acts of God, war, terrorism, civil unrest, pandemics, fire, flood, earthquake, extreme weather, industrial disputes, acts of government, or unavailability of utilities.

The affected party shall notify the other party promptly and use reasonable efforts to mitigate effects and resume performance.

20. General Provisions

20.1 Severability

If any provision of these Terms and Conditions is held to be void or unenforceable, that provision shall be deemed not to form part of these terms and the remainder shall continue in full force and effect.

20.2 Waiver

No failure or delay by either party to exercise any right shall constitute a waiver of that right. Any waiver must be in writing and signed by the party giving it.

20.3 No Partnership

Nothing in these terms shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between Pink Elephant and the Customer.

20.4 Third Party Rights

Except as specifically set forth herein, nothing in these terms is intended to confer any rights or remedies on any person other than the parties and their successors and permitted assigns.

20.5 Assignment

Assignment rights are as specified in the G-Cloud Framework Agreement and Call-Off Contract.

20.6 Entire Agreement

For Services procured under G-Cloud, the entire agreement between the parties



comprises the G-Cloud Framework Agreement, Call-Off Contract, Statement of Work, and these Terms and Conditions, read together in the order of precedence set out above.

20.7 Electronic Communication

Unless instructed otherwise, Pink Elephant may communicate via email or other electronic means. The recipient is responsible for virus checking emails and attachments.

Electronic communication carries risks of non-receipt, delayed receipt, inadvertent misdirection or interception. Pink Elephant uses virus-scanning software but cannot be held responsible for damage or loss caused by viruses or communications corrupted after dispatch.

20.8 Notices

Notices should be given in accordance with the notice provisions set out in the Call-Off Contract or, if not specified there, sent to:

Pink Elephant EMEA Limited

6th Floor, Reading Bridge House

George Street, Reading RG1 8LS

United Kingdom

Email: g.huisman@pinkelephant.co.uk

Attention: Gijs-Jan Huisman, Managing Director