

Services Agreement

1. Parties

- 1.1. This agreement (the “**Services Agreement**”) is entered into, as of the date which is the last date of execution by the Parties in the signature blocks below or of any other agreement which incorporates these terms and conditions, by and between Hippo Digital Limited (company number 09877239 and with registered office at Aireside House, 24 Aire Street, Leeds LS1 4HT) (hereinafter referred to as “**Hippo Digital**”), and the Buyer (each a “**Party**” and together the “**Parties**”).

2. Background

- 2.1. The G-Cloud 15 framework (the “**Framework**”) sets out the terms and conditions applicable to Call-Off Contracts entered into between a supplier and a Buyer under the Framework (the “**Call-Off Terms**”). Unless separately defined in this Services Agreement capitalised terms used in this Services Agreement will have the same meanings as set out in the Call-Off Terms.
- 2.2. This Services Agreement together with the Call-Off Terms sets out the terms and conditions under which Hippo will provide the Services to the Buyer and sets out any supplemental terms that will apply in relation to the Services. This document represents the Supplier SLA for the purposes of the Call-Off Contract. The Supplier anticipates that the Services will not require a Supplier Acceptable Use Policy, a Supplier Data Processing Agreement (as the Call-Off Terms contain adequate provisions to govern data processing), a Supplier Specific Shared Responsibility Model, or Supplier Licence Terms (as the Supplier will not be providing a Cloud Product), and so Supplier Terms other than those set out in this Services Agreement will not be applicable.
- 2.3. The Call-Off Contract sets out the specifics of the Services being purchased by the Buyer.

3. Term and Termination

- 3.1. This Services Agreement will commence on the date set out in the Order Form and, unless terminated earlier in accordance with the Call-Off Terms, continue for the period set out in the Order Form.
- 3.2. Either Party may terminate this Services Agreement as set out in the Call-Off Terms and additionally Hippo Digital may immediately terminate by notice in writing if the Buyer: (i) is in material breach of any term of this Services Agreement and such breach is not remedied within 30 days of it being notified of the breach, or (ii) undergoes an Insolvency Event, or (iii) ceases to carry out its business or substantially alters the whole of its business.
- 3.3. On termination of this Services Agreement for any reason, the Buyer’s right to use software and content licensed by Hippo Digital under the Services Agreement will cease immediately.

4. Service Provision

- 4.1. Hippo Digital shall provide the Services to the Buyer in accordance with the Call-Off Terms and this Services Agreement and so that the Service complies in all material respects with the relevant specification and requirements set out in them.
- 4.2. Hippo Digital will appoint an Account Manager and the Buyer will appoint a Service Owner. The Account Manager and Service Owner will each have responsibility for liaising with one another and working together to ensure smooth provision of the Services.

5. Charges and Payment

- 5.1. The Charges for the provision of the Services will be set out in the Order Form.
- 5.2. Hippo Digital shall invoice the Buyer for the Charges as detailed in the Order Form and invoiced amounts shall be due and payable as detailed in the Order Form.
- 5.3. Hippo Digital shall be entitled to charge interest daily on overdue invoices from the date when payment becomes due from until the date of payment at a rate of 2% per annum above the base rate of the Bank of England. In the event that the Buyer's procedures require that an invoice be submitted against a purchase order prior to payment, the Buyer shall be responsible for issuing such purchase order before the Services are rendered.

6. Buyer Warranties and Responsibilities

- 6.1. The Buyer warrants to Hippo Digital:
 - 6.1.1. all necessary permissions and consents required by it to enter into this Services Agreement have been obtained;
 - 6.1.2. all information that Hippo Digital may reasonably need (and shall procure the same from its personnel and other third-party suppliers) concerning the Buyer's business practices, operations and answers to queries, decisions and approvals which may be reasonably necessary for Hippo Digital to undertake any of the Services will be provided in an accurate, complete and timely manner; and
 - 6.1.3. it shall provide such access (both physical and remote) to its premises, personnel and facilities as Hippo Digital shall reasonably require in order to provide the Services and shall inform Hippo Digital of all health and safety rules and regulations and any other reasonable security requirements that apply at the Buyer's premises.
- 6.2. The Buyer shall:
 - 6.2.1. ensure that its equipment meets the requirements for provision of the Services as specified by Hippo Digital in writing from time to time, and that the equipment shall be of adequate quality for such purposes and maintained as such;
 - 6.2.2. be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;

- 6.2.3. in no way try to access, amend, hack or crack into any of Hippo Digital's services, routers, managed service equipment or software;
- 6.2.4. not, and must procure that its employees, contractors, users, agents, representatives, partners or any other entity to which the Buyer extends use of the Services do not, use the Services to:
 - 6.2.4.1. send, receive, access or disseminate any material which is offensive, abusive, indecent, obscene, menacing, fraudulent or in breach of confidence; any intellectual property right; privacy or any applicable data protection legislation any other rights; any law, statute or regulation or in connection with a criminal offence;
 - 6.2.4.2. send or receive any material which contains any viruses or other computer programmes or malware; or
 - 6.2.4.3. breach any additional Buyer warranties forming part of the terms and conditions associated with other G-Cloud Digital Marketplace services used to deliver the Services.
- 6.3. The Buyer agrees that if it fails to comply with any of its obligations or the dependencies or assumptions set out in the Call-Off Terms or the Order Form then that may have an impact on Hippo Digital's ability to provide the Services or may result in an increase in the cost to provide the Services to the Buyer. Where this is the case then Hippo Digital shall be relieved of its obligation to meet any timetable or deadline to the extent that this has been caused by the Buyer's failure to meet its obligations. Where there is an increase in the cost to provide the Services as a result of the Buyer's failure, Hippo Digital may recover the additional cost from the Buyer.

7. Hippo Digital Warranty and Applicable Laws

- 7.1. Hippo Digital warrants that the Services performed under this Services Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 7.2. Where the Services are to be provided in accordance with applicable Laws, this shall be interpreted as being laws applicable to Hippo Digital's business as the supplier of digital consultancy services and all liability provisions shall be interpreted accordingly.

8. Intellectual Property Rights

- 8.1. Subject to the payment of the Charges, Hippo Digital shall grant the Buyer the rights to use its existing IPRs as set out in the Call-Off Contract.

- 8.2. Hippo Digital grants the Buyer a non-exclusive, non-transferable licence to use its or a relevant third-party licensor's existing IPRs during the term of the Call-Off Contract solely to the extent necessary to access and use the Services in accordance with the Call-Off Contract.
- 8.3. Unless otherwise set out in the Call-Off Contract, all IPRs in or developed in relation to the Services (including any manuals and operating documentation relating thereto) or in any materials (including software) provided by Hippo Digital during the course of supplying the Services shall vest in Hippo Digital or its suppliers as the case may be. The Buyer shall have no title to or interest in any such IPRs except to the extent specifically set out in this Services Agreement.
- 8.4. Hippo Digital shall be free to utilise for the benefit of its other customers any skill and/or know-how that it may develop or acquire in the performance of the Services.
- 8.5. The Buyer shall notify Hippo Digital immediately if it becomes aware of any illegal or unauthorised use of any of the IPR in the Services and will assist Hippo Digital and/or its suppliers in taking steps necessary to defend the owners' rights.
- 8.6. The Buyer undertakes to execute and comply with the terms of any end user licence agreement or third party flow down terms applicable to the Services as set out in and/or otherwise incorporated into the Call-Off Contract ("**Licence Agreement**").
- 8.7. Unless specifically authorised under a Licence Agreement, the Buyer undertakes that it shall not (and that it shall not employ nor permit any third party to) attempt to copy, adapt, amend, disassemble, decompile or reverse engineer software or any part thereof except to the extent allowed by English law.

9. Indemnification Process

- 9.1. In relation to any obligation on Hippo Digital to indemnify the Buyer pursuant to the Call-Off Contract, the Buyer shall:
 - 9.1.1. notify Hippo Digital in writing immediately on receiving or becoming aware that it may receive a claim to which such indemnity may relate;
 - 9.1.2. allow Hippo Digital to assume conduct of such claim;
 - 9.1.3. not settle or compromise such claim without Hippo Digital's prior written consent; and
 - 9.1.4. provide such information and assistance as Hippo Digital may reasonably require in order to defend and conduct such claim.

10. Limitation of Liability

- 10.1. The liability provisions set out in the Call-Off Terms shall apply to this Services Agreement.
- 10.2. Where the Services provided under the Call-Off Terms are for the benefit of more than one Buyer and/ or an indemnity for more than one Beneficiary, Hippo Digital's liability under clause 24 of the Call-Off Contract will be in the aggregate and will be apportioned across all Buyers and/ or Beneficiaries.

- 10.3. All warranties and undertakings under the Call-Off Terms are limited to those set out therein and all implied terms, conditions, undertakings or warranties whether arising through custom, statute or otherwise are excluded to the fullest extent permitted by law.

11. Assignment and Subcontractors

- 11.1. Where the Buyer wishes to exercise its rights to assign, novate or transfer its rights or obligations under a Call-Off Contract or this Services Agreement to a third party, it shall notify Hippo Digital in advance.
- 11.2. Hippo Digital may subcontract for the performance of this Services Agreement or any part of this Services Agreement and may engage subcontractors, whether or not operating under a corporate structure, to assist in the provision of the Services pursuant to this Services Agreement.
- 11.3. Where Hippo Digital engages a subcontractor to provide all or part of the Services, such engagement shall not relieve Hippo Digital of its obligations under this Services Agreement.

12. Independent Status

- 12.1. Hippo Digital and the Buyer are entities independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both Parties.

13. Severability

- 13.1. If any provision of this Services Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Services Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

14. Variation

- 14.1. Unless expressly provided elsewhere in this Services Agreement, this Services Agreement may be varied only by a document signed on behalf of both Parties.

15. Entire Agreement

- 15.1. This Services Agreement and the documents referred to herein contain the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

16. Governing Law and Jurisdiction

- 16.1. This Services Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2. The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

17. Signatures

- 17.1. The Parties have entered into this Services Agreement as of the latest date of execution by a Party below, or of any other agreement which incorporates it (in accordance with clause 1.1), and each Party warrants to the other that this Services Agreement, or such other agreement, has been signed by someone with the authority to bind it:

Hippo Digital Limited

Buyer

Signature:

Signature:

Name:

Name:

Date:

Date:

Title:

Title: