

GIMMAL SOFTWARE SERVICES

Terms and Conditions

G-Cloud 15

Last updated: January 2026

These Terms and Conditions apply to all G-Cloud services supplied by OfficeLabs Ltd that are based on Gimmel software, including Gimmel Discover, Gimmel Records, and Gimmel Physical.

1. Parties

This Agreement is made between:

Supplier: OfficeLabs Ltd, Queensgate House, 48 Queen Street, Exeter, Devon, EX4 3SR, United Kingdom.

Buyer: The contracting public sector body purchasing the service via the Digital Marketplace.

OfficeLabs acts as an authorised reseller and support provider for Gimmel software.

2. Service Description

The services are cloud-based software services (SaaS) that provide information discovery, classification, governance, records management, and related capabilities, as described in the applicable G-Cloud service listing.

The Buyer's use of the service is subject to these Terms and Conditions and the scope defined in the relevant service description and pricing document.

3. Licence and Use

The Buyer is granted a non-exclusive, non-transferable, non-sublicensable right to access and use the service for its internal business purposes during the contract term. The service is licensed, not sold.

The service includes licensed third-party software provided by Gimmel LLC (a Morae company). Use of the service is subject to the applicable Gimmel end-user licence terms, which govern ownership and intellectual property rights in the software. Where there is a conflict between those terms and these G-Cloud Terms and Conditions, these Terms and Conditions take precedence for the purposes of the Buyer contract.

The Buyer must not:

- (a) reverse engineer or attempt to derive source code from the software;
- (b) resell, sublicense, or provide the service to third parties;
- (c) use the service outside the agreed scope or volumes.

4. Service Availability and Resilience

The service is delivered on an "as provided" basis. No guaranteed uptime percentage or service credits are included as part of the standard offering. Availability depends on the underlying cloud hosting platform and internet connectivity.

Resilience is provided through the cloud provider's native redundancy, monitoring, and recovery mechanisms. Availability incidents are managed through the support process.

5. Support

Standard support is provided in accordance with the service listing and includes incident logging and investigation, software-related fault resolution, and business-hours support (UK, Monday to Friday).

Enhanced support, extended hours, or bespoke service level agreements are available under separate Cloud Support service listings.

6. Data Protection

OfficeLabs acts as a data processor. The Buyer acts as the data controller. Personal data is processed in accordance with UK GDPR and the Data Protection Act 2018.

Data is stored and processed within the United Kingdom unless otherwise agreed in writing.

OfficeLabs will:

- (a) process data only on documented Buyer instructions;
- (b) apply appropriate technical and organisational security measures;
- (c) notify the Buyer of any personal data breach without undue delay.

7. Security

The service operates within an ISO/IEC 27001-aligned information security management framework.

Security measures include encrypted data in transit, role-based access control, staff security screening, and vulnerability management and incident response processes.

8. Confidentiality

Each party agrees to keep confidential any information disclosed that is marked or reasonably understood to be confidential.

Confidential information must only be used for the purposes of delivering or using the service and must not be disclosed to third parties without consent, except where required by law.

9. Intellectual Property

All intellectual property rights in the software and underlying platforms remain with Gimmal LLC (a Morae company) and its licensors.

The Buyer retains ownership of its own data. Nothing in this Agreement transfers ownership of intellectual property between the parties.

10. Warranties and Disclaimers

The service is provided "as is". Except as expressly stated in this Agreement, no warranties are given regarding uninterrupted operation or error-free performance, and no guarantee is given that the service will meet all Buyer requirements.

This is consistent with standard G-Cloud SaaS procurement terms.

11. Limitation of Liability

Nothing in this Agreement limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability that cannot be excluded by law.

Subject to the above, each party's total liability arising under this Agreement is limited to the fees paid by the Buyer in the 12 months preceding the claim.

Neither party is liable for indirect or consequential losses.

12. Term and Termination

The contract term is as stated in the G-Cloud order.

Either party may terminate:

- (a) for material breach not remedied within 30 days of written notice;
- (b) immediately in the event of the other party's insolvency.

On termination, access to the service is withdrawn. The Buyer must export any required data prior to contract end.

13. Exit and Data Return

The Buyer is responsible for exporting data before termination. No automatic data migration is included.

Optional exit assistance may be provided under separate Cloud Support services.

14. Governing Law

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

15. Precedence

In the event of conflict, the following order of precedence applies:

- (1) G-Cloud Order Form
- (2) G-Cloud Service Description
- (3) These Terms and Conditions

— End of Terms —

OfficeLabs Ltd
Authorised Gimmel Reseller and Support Provider