



DIGITAL MAPPING SOFTWARE FOR LOCAL PLANNING AUTHORITIES.
Delivering easy to use, interactive digital mapping & document solutions, that can be fully customised & integrated anywhere on the Web.

Service as a Software

RM1557.15/G-Cloud 15 Software as a
Service: Lot 2b

Supplier Terms and Conditions

2026

Registered in England and Wales, Registered Office: Windsor House, 26 Mostyn
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1. Framework Precedence

Where OpusMap is procured via the Crown Commercial Service (CCS) G-Cloud framework:

- The G-Cloud Framework Agreement and Call-Off Contract take precedence over these terms.
- These terms apply only where they do not conflict with CCS terms.
- In case of conflict, CCS terms prevail.

2. Definitions

Service

The OpusMap cloud-hosted digital mapping service.

Customer

The contracting public sector organisation.

Subscription Term

The period stated in the Order Form or Call-Off Contract.

User

An authorised individual accessing the Service.

Customer Data

All data uploaded or created by the Customer in OpusMap.

3. Access to the Service

Blue Fox Technology grants the Customer a non-exclusive, non-transferable right to access and use OpusMap during the Subscription Term.

This is a subscription right to access a hosted service, not a software licence.

4. Service Provision

Blue Fox Technology shall:

- Provide OpusMap as a managed SaaS
- Maintain hosting, security and availability
- Deliver updates via continuous release
- Provide support as described in the Service Definition

5. Customer Responsibilities

The Customer shall:

- Use the Service lawfully
- Maintain appropriate data licensing (e.g. Ordnance Survey)
- Manage user access credentials
- Ensure uploaded data is lawful and accurate

6. Fees and Payment

Fees are as stated in the G-Cloud pricing document or Call-Off Order.

- Invoices payable within 30 days unless agreed otherwise

- Public sector payment norms apply
- VAT applied where applicable

7. Data Protection

Blue Fox Technology acts as a Data Processor.

The Customer acts as Data Controller.

Processing is governed by:

- UK GDPR
- Data Protection Act 2018
- The DPA (Data Processing Addendum)

Customer Data remains the property of the Customer.

8. Security

Blue Fox Technology operates security controls aligned to:

- NCSC Cloud Security Principles
- Cyber Essentials certification

Data is encrypted in transit and at rest.

9. Intellectual Property

Blue Fox Technology retains IP in OpusMap.

The Customer retains full ownership of Customer Data.

10. Confidentiality

Both parties agree to protect confidential information.

Disclosure permitted where required by law or FOIA.

11. Service Availability

Availability targets are as defined in the Service Definition.

Planned maintenance may occur with notice.

12. Suspension

Access may be suspended where:

- Required for security reasons
- The Customer commits serious misuse
- Required by law

Suspension for non-payment follows reasonable notice.

13. Termination

Either party may terminate:

- For material breach (with remedy period)
- At end of Subscription Term
- Under Call-Off terms

14. Exit and Data Export

Upon termination:

- Customer Data can be exported
- Standard export included
- Structured exports available where agreed
- Data securely deleted after retention period

15. Liability

Nothing excludes liability for:

- Death/personal injury
- Fraud
- Statutory rights

Otherwise, liability is limited to:

- 12 months' fees paid under the contract
- No liability for indirect or consequential loss.

16. Indemnity

Blue Fox Technology provides IP infringement indemnity for normal use of the Service.

17. Force Majeure

Neither party is liable for events beyond reasonable control.

18. Anti-Bribery

Both parties comply with the Bribery Act 2010.

19. Equality

Blue Fox Technology complies with the Equality Act 2010.

20. FOIA

Blue Fox Technology assists reasonable FOIA requests.

21. Governing Law

Laws of England and Wales.