

Master Service Agreement

Standard Terms & Conditions for Engagements

THIS AGREEMENT is made on 20[xx] between:

1. ISSURED LIMITED (registered number **08860437**) whose registered office is at **First Floor Office Suite, Bradbourne Drive, Milton Keynes, MK7 8BE** ("Issured" or the "Supplier"); and
2. [Name of Customer] whose registered office is at [Address to be completed] and company registration number is xxxxx (the "Customer").

INTRODUCTION

On [xx], Issured responded to an invitation to tender from the Government Procurement Service for G- Cloud Services. On [xxx], Issured was informed that it has been successful and is listed as an approved supplier of G-Cloud Services. On [xx], Issured entered into a Framework Agreement with the Government Procurement Service.

In accordance with the Provision of the Framework Agreement, the Customer has agreed to procure certain Cloud Services as described in the Order Form and Schedule 2 of this Agreement.

Issured has further agreed to provide the services described in the Order Form and Schedule 2 of this Agreement to the Customer.

The terms of this Agreement together with the Call Off Terms (Schedule 2 of the Framework) shall form the entire agreement between the Customer and Issured.

For Customers procuring Services outside the G-Cloud Framework, the references in this Introduction to G-Cloud and the Government Procurement Service shall not apply and shall not affect the validity or interpretation of this Agreement.

Agreement

IT IS AGREED as follows:

DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

- The singular includes the plural and vice versa.
- Reference to a gender includes the other gender and the neutral.
- Words defined have the meaning as set out in Schedule 1.
- The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

In the event of any conflict between the terms of this Agreement and the terms of any Order Form, the Order Form shall take precedence unless expressly stated otherwise in this Agreement.



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SERVICES

Where the Services include SaaS Services, Issured shall make the SaaS Services available to the Customer and its Authorised Users in accordance with this Agreement. The Customer acknowledges that the SaaS Services are provided as remotely hosted, subscription-based services accessible over the internet, and that no software is installed on the Customer's premises unless expressly stated in an Order Form.

Issured may implement Updates or Enhancements to the SaaS Services from time to time. Issured shall ensure that such Updates or Enhancements do not materially reduce the core functionality of the SaaS Services. This does not apply where such changes are required by law, security requirements, or third-party technology providers.

The Customer is responsible for ensuring that the Customer Environment meets any minimum technical requirements notified by Issured and that it maintains adequate internet connectivity to access the Services.

The Customer acknowledges that configuration, internet connectivity, and third-party integrations are its sole responsibility unless expressly included in the Order Form.

USERS

The Customer shall ensure that Authorised Users comply with the Agreement. The Customer shall remain liable for all acts and omissions of Authorised Users as if they were its own:

- Where applicable, the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number set out in the Order Form.
- It will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services.
- Where applicable, each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential.
- The Customer and Authorised Users shall not:
 - Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the SaaS Services or Platform.
 - Access the Services in order to build a competitive product or service.
 - Perform security testing, penetration testing, or vulnerability scanning of the Platform without Issured's prior written consent.
 - Attempt to disable, circumvent, or bypass any security features of the Services.

Authorised Users must not share login credentials or allow concurrent use of a single User Subscription by more than one individual.

The Customer shall ensure that all use of the Services complies with any Acceptable Use Policy ("AUP") published or provided by Issured from time to time. In the event of inconsistency between the AUP and this Agreement, this Agreement shall prevail.

ISSURED OBLIGATIONS

Issured shall for the duration of the Term:

- Perform its obligations under the Agreement including those in relation to the Services in accordance with Good Industry Practice; and
- At all times comply with Law in carrying out its obligations under the Agreement.
- Issured reserves the right to make any changes to the Services Definition it deems necessary in its absolute discretion to conform to the Law and such changes shall take effect immediately upon notification to the Customer in relation to the Agreement.
- Issured may, acting reasonably and without liability, temporarily suspend access to the Services where required for:
 - The prevention or mitigation of a security risk.
 - Compliance with applicable law.
 - Misuse of the Services by the Customer or its Authorised Users.
 - Maintenance or system updates not governed by the SLA document.
 - Issured shall give the Customer advance notice of any suspension where reasonably practicable and shall use reasonable efforts to minimise the duration of such suspension.

CUSTOMER'S OBLIGATIONS

The Customer shall comply with its obligations as set out in the Order Form, the Service Specific Terms and Conditions or the relevant Service Definition. Any failure by the Customer to meet such obligations or responsibilities may give rise to delays in the provision of the Services and/or an increase in Charges at the discretion of Issured.

The Customer agrees to indemnify and hold Issured, its agents, Affiliates and subcontractors harmless from and against all costs, claims, demands, losses, damages, liabilities and expenses (including reasonable legal expenses), which Issured, its agents, Affiliates or subcontractors may suffer or incur as a result of the Customer's or End User's use of the Services.

During the course of provision of the Services, the parties' respective representative as identified in the Order Form shall meet at least once per week, or such other frequency as may be set out in the Order Form, to discuss the progress of the Services and any issues arising.

The Customer is responsible for:

- Ensuring that all Customer Data supplied to Issured is lawful, accurate and compliant with UK Data Protection Legislation;
- Maintaining appropriate access controls and password hygiene for Authorised Users;
- Ensuring that its use of the Services complies with all applicable laws;
- Ensuring that the Customer Environment does not contain any malware or harmful code that could compromise the SaaS Services or Platform.

The Customer agrees not to upload or process through the SaaS Services any Personal Data that exceeds the impact level classification applicable to the relevant service as defined in the applicable Service Definition and communicated to the Customer.

ACCEPTANCE

The acceptance criteria for each Deliverable shall be set out and agreed in the Order Form (the Acceptance Criteria).

In respect of any Deliverables that are documents, if Issured has not received notice from the Customer within 5 business days of delivery these will be deemed accepted by the Customer. Such Deliverables will not be subject to acceptance testing in accordance with this clause.

The Customer is responsible for determining that the specification of the Deliverables and the scope of the Services is appropriate for its needs.

The performance of the Services, the supply of the Deliverables, the timetable, the level of the Charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in the Order Form.

Issured has no responsibility to update any Deliverable for events occurring after acceptance of that Deliverable unless provided otherwise in the Order Form, nor to monitor its continuing relevance or suitability for your purposes.

For the avoidance of doubt, access to and use of the SaaS Services shall not be subject to acceptance testing and shall be deemed accepted upon the Effective Date.

The Acceptance provisions in this clause apply only to Deliverables produced as part of professional or consulting services and do not apply to the SaaS Services themselves.

PAYMENTS

In consideration of the supply of the Services, the Customer shall pay the Charges applicable to the Services procured in the relevant Order Form on completion, on delivery, or otherwise in accordance with a schedule of milestone payments.

Invoices shall be raised and payments shall be due and payable at the times specified in the Order Form or otherwise in accordance with the Agreement and shall be payable within thirty calendar (30) days of the date of invoice (the "Due Date"). If any payment has not been made by the Customer by the Due Date, Issured is entitled to charge interest.

If Issured has not received payment within 30 calendar days after the Due Date, and without prejudice to any other rights and remedies of Issured, Issured may, without liability to the Customer, discontinue the Service (s) and Issured shall be under no obligation to provide any or all of the Services whilst the invoice (s) concerned remain unpaid.

All amounts and fees stated or referred to in the Agreement:

- Shall be payable in pounds sterling.
- Are non-cancellable and non-refundable.
- Are exclusive of value added tax, which shall be added to Issured's invoice(s) at the appropriate rate.

Subscription Charges for the SaaS Services shall be payable in advance unless otherwise agreed in an Order Form.



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User Subscriptions may be increased during the Term and any additional Charges will apply from the date of increase. Reductions in User Subscriptions shall take effect only at the next renewal date unless agreed otherwise in writing.

All Subscription Charges are non-cancellable and non-refundable except where expressly required by law or otherwise stated in the Agreement.

Issured G-Cloud Services (the Services)

Unless otherwise expressly agreed in an Order Form, all Issured G-Cloud Services shall be performed on a time and materials basis, with meals, lodging, travel and other reasonably necessary out-of-pocket expenses invoiced in addition to such fees and deemed accepted upon delivery.

In relation to the Services, unless set out otherwise in the Order Form:

- Issured will provide only those Services as directed and requested by the Customer and only as time allows. Issured will use commercially reasonable endeavours to complete the Services described in the Order Form and does not guarantee that such Services will be completed within the allotted hours or days set forth in the Order Form.
- The Customer shall (a) provide documents as required to provide Issured with the insight needed to support the provision of Services, (b) provide office space, phones, facilities and network connectivity and computer systems for on-site Issured personnel or on-site Issured training; and (c) provide timely access to the Customer's business experts and project team members to identify and resolve business or technical issues.
- When T&M daily rates are charged, a work day will consist of seven and a half (7.5) hours for each Working Day provided during regular business hours (9am – 5pm). Each hour over seven and a half (7.5) hours in a single day will be charged on a pro-rata basis (the daily rate divided by seven and a half (7.5) hours to determine the charge per hour). Fixed price training services are charged at the full daily rate regardless of the number of hours worked.
- All prepaid Services must be used within twelve (12) months. Any prepaid Consulting Services not utilised during the (12) month period, as applicable, shall be forfeited and no refund shall be given.

PROVISION OF EQUIPMENT

If Issured is to provide the Customer with any Equipment, unless the Order Form states otherwise, the Equipment will at all times remain the property of Issured and the Customer will at all times make clear to third parties that the same is the property of Issured. The Customer hereby agrees:

- Not to use the Equipment except in accordance with the Agreement and all applicable laws, regulations and licenses.
- Not to do anything or to allow to subsist any circumstances likely to damage the Equipment or impair its performance or operation.

PROPRIETARY RIGHTS

This clause applies to all Services, including SaaS Services, unless stated otherwise.



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With the exception of Client Data and any pre-existing Client IPR used in the provision of the Services, Issured owns and continues to own the intellectual property in the Services and any pre-existing Issured IPR. Upon continuous payment for the Services, Issured shall grant the Client a non-exclusive, non-transferable right to use the Services and/or pre-existing Issured IPR for purposes of enjoying the Services.

As between Issured and the Client, the Client or its licensors own all right, title, and interest in and to the Client Data. Except as provided in this clause, Issured obtains no rights under the Agreement from the Client's or its licensors to the Client Data, including any relevant pre-existing Client IPRs. The Client consents to Issured and its subcontractor's use of the Client Data to provide the Services to the Client.

The Client represents and warrants to Issured that: (a) the Client or its licensors own all right, title and interest in and to the Client Data; (b) the Client has all rights in the Client Data necessary to grant the rights contemplated by the Agreement; and (c) none of the Client Data, or the End Users' use of the Client Data or the Services will infringe any third party's IPRs.

As between the Client and Issured, Issured, its Affiliates, subcontractors or licensors own and reserve all right, title, and interest in and to the Services. Issured grants the Client a limited, revocable, non-exclusive, non-sub-licensable, non-transferrable license to permit the Authorised Users to do the following during the Term: (i) access and use the Services solely in accordance with the Agreement and for its own internal business purposes; and (ii) copy and use Issured's Content solely in connection with the Client's permitted use of the Services. Except as provided in this clause 10, the Client obtains no rights under the Agreement from Issured or its licensors to the Services, including any related IPRs.

Neither the Client nor any Authorised User may use the Services in any manner or for any purpose other than as expressly permitted by the Agreement. All licenses granted to the Client in the Agreement are conditional on the Client's continued compliance with the Agreement and are immediately terminable on notice from Issured if the Client or any End User does not comply with any term or condition of the Agreement. During and after the Term, the Client will not assert, nor will the Client authorise, assist, or encourage any third party to assert, against Issured or any of its Affiliates, Clients, vendors, business partners, or licensors, any intellectual property infringement claim regarding any Service the Client has used.

The Customer shall not (and shall ensure that Authorised Users do not):

- Access the Services or Platform for the purposes of performance benchmarking or competitive analysis without Issured's prior written approval.
- Remove, obscure, or alter any proprietary notices contained within the Services or Documentation.
- Use the Services to develop, train, or improve any machine learning model or algorithm without Issured's express written consent.

Issured may use aggregated or anonymised Customer Data solely for the purposes of analytics, service improvement, and operational reporting, provided such data cannot identify the Customer or any Data Subject.

DATA PROTECTION AND DISCLOSURE

The parties agree that, for the purposes of UK Data Protection Legislation, the Customer is the Data Controller and Issured is the Data Processor in relation to any Customer Personal Data.

Issured shall:

- Process Customer Personal Data only in accordance with the Customer's documented instructions.
- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- Ensure that persons authorised to process Customer Personal Data are subject to confidentiality obligations.
- Notify the Customer without undue delay (and in any event within 72 hours) upon becoming aware of a Personal Data Breach.
- Assist the Customer in responding to Data Subject requests and in ensuring compliance with UK Data Protection Legislation.
- Make available to the Customer all information necessary to demonstrate compliance with this clause, including allowing audits no more than once per year on reasonable notice.
- Only appoint subprocessors with the Customer's general written authorisation and shall maintain an up-to-date list of such subprocessors.
- Upon termination of the Agreement, delete or return all Customer Personal Data (except where retention is required by law).

The Customer warrants that it has all necessary rights and lawful bases to provide Customer Data (including Personal Data) to Issured for processing under the Agreement.

CONFIDENTIALITY

Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Agreement, each party shall:

- Treat all information belonging to the other party as confidential and safeguard it accordingly.
- Not disclose any information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Agreement.

Issured shall take all necessary precautions to ensure that all Customer information obtained under or in connection with the Agreement:

- is given only to the Issured Staff engaged to advise on it in connection with the Agreement as is strictly necessary for the performance of the Agreement.
- Is treated as confidential and not disclosed (without approval) or used by any Issured Staff otherwise than for the purposes of the Agreement.

The provisions of these clauses shall not apply to any information received by one party from the other which:

- Is or becomes public knowledge (otherwise than by breach of this clause).
- Was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party.
- Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- Is independently developed without access to the information; or
- Must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations.

In the event that either party fails to comply with this clause, the other party may terminate the Agreement with immediate effect by notice in writing.

Issured will immediately notify the Customer of any breach of security in relation to Customer information obtained in the performance of the Agreement and will keep a record of such breaches. Issured will use its best endeavours to recover such Customer Confidential Information however it may be recorded. This obligation is in addition to Issured's obligations under this clause. Issured will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer information. This clause shall survive termination of the Agreement, however arising.

To the extent that, in connection with the Agreement, Issured provides the Customer with information which Issured has indicated is exempt from disclosure under the Freedom of Information Act 2000 ("Exempt Information") the Customer agrees to notify Issured, as soon as reasonably possible, of any request received by it. Before making any disclosure of Issured's Exempt Information the Customer shall take account of any representations made within a reasonable time by Issured about the applicability of the FOIA Exemptions to such Exempt Information.

Without limiting the generality of this clause, the Customer acknowledges that the architecture, design, security processes, and operational methodologies of the SaaS Services and Platform constitute Issured Confidential Information.

LIMITATION OF LIABILITY

Liability Caps for General Services: The liability cap in the Order Form applies to Professional Services, Equipment, and all non-SaaS elements.

Liability cap for SaaS Services: The SaaS liability cap shall apply only to claims arising directly from the SaaS Services.

This clause sets out the entire financial liability of Issured (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- Any breach of the Agreement;
- Any use made by the Customer of the Services or any part of them.
- Any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

Except as expressly and specifically provided in the Agreement:

- Issured shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Issured by the Customer in connection with the Services, or any actions taken by Issured at the Customer's direction.
- Issured does not warrant that the Services or Equipment will be suitable for all the Customer's requirements (whether made known to Issured or not), nor that the Services or Equipment will operate in the particular circumstances in which they are used by the Customer, nor that the provision of Services will be uninterrupted or free from minor error.
- Issured does not warrant the results that may be obtained from the use of the Services and Equipment or accuracy, reliability or content of any information services or merchandise contained in or provided through the Services and Equipment.
- All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

Issured will be under no liability in respect of:

- Any defect in the Services or Equipment arising from any drawing, design or specification supplied by the Customer.
- Any defect in the Services or Equipment arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Issured's or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Services or Equipment without Issured's or the manufacturer's approval:
 - Any third party software, third party services or information.
 - Any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities not provided by Issured, including the internet.
 - Any problems resulting from any modifications or customisation of the Equipment or any software provided by Issured not authorised in writing by Issured.
 - Incorrect or unauthorised use of the Equipment or any software provided by Issured or operator error where these are defined as use or operation not in accordance with the corresponding operating manuals.

Nothing in the Agreement excludes the liability of Issured:

- For death or personal injury caused by Issured's negligence.
- Other liabilities which cannot lawfully be limited or excluded.
- For fraud or fraudulent misrepresentation.

Issured shall not be liable whatsoever for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.

Issured's total aggregate liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with all defaults of the Agreement (excluding those stated in clause 13.4) shall not exceed the sum set-out in the Order Form. Where a claim relates specifically to the SaaS Services, the SaaS



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liability cap shall apply. For all other Services, including professional services, the liability cap set out in the Order Form shall apply.

The total aggregate liability of Issured arising from or relating to the SaaS Services shall not exceed an amount equal to the total Subscription Charges paid by the Customer in the twelve (12) months preceding the date of the claim, unless otherwise stated in the Order Form.

A separate liability cap may apply to professional services as stated in the relevant Order Form.

TERM AND TERMINATION

The Agreement shall take effect on the Effective Date and shall expire on:

- The date specified in the Order Form.
- The date which is twelve (12) months after the Effective Date.
- Whichever is the earlier, unless terminated earlier pursuant to the Agreement.

The Customer may at any time by notice in writing terminate the Agreement as from the date of service of such notice, or a later date specified in such notice, in accordance with the Order Form and the G-Cloud Framework and Call Off Agreements.

Upon termination or expiry of the Agreement, Issured shall make available to the Customer, upon request and within a reasonable timeframe, a copy of Customer Data in a commonly used electronic format.

Issured shall delete Customer Data from its systems following termination, subject to any legally required retention periods. Unless otherwise required by law, Issured shall delete Customer Data within ninety (90) days following termination or expiry of the Agreement.

The Customer remains liable for all Charges up to the effective date of termination. The clauses shall survive termination or expiry of the Agreement: Confidentiality, Proprietary Rights, Limitation of Liability, Data Protection, Payment, and any other provisions which by their nature are intended to survive.

THIRD PARTY PROVIDERS

The Services provided under the Agreement may include the provision of Third Party Licences. Both Issured and the Customer agree to comply with all terms of such Third Party Licences, the provisions of which, to the extent that they bear on the Customer, will be disclosed in advance by Issured to the Customer. The Customer acknowledges and agrees that Issured's obligations are subject to such Third Party Licences.

Save as otherwise set out in the Agreement, the Customer 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. Issured makes no representation 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 Customer, with any such third party. Issured does not endorse or approve any third-

party website nor the content of any of the third-party website made available via the Services.

Issured may change its third-party providers or subprocessors from time to time, provided that such providers meet standards consistent with Issured's obligations under this Agreement.

Issured shall not be liable for failures or interruptions attributable to third-party services outside its reasonable control, provided Issured has acted with due care in selecting and managing such providers.

Issured shall not be responsible for any changes in third-party terms that affect Customer's use of the Services.

SECURITY

The Customer acknowledges and agrees that suitable security measures are important components of any internet-related service and that the benefits of security measures are known to the Customer. The Customer further acknowledges and agrees that the Customer is solely responsible for evaluating the appropriateness and adequacy of its own security measures and that it alone has the relevant information about the type of Personal Data which the Customer controls or processes to make such determination.

The Customer acknowledges and agrees that it is responsible for ensuring that any Customer 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 Service Definition. This requirement applies only where the Customer procures Services under applicable government security classification frameworks.

Issured will, in the provision of the Services, maintain security standards that: (i) are in accordance with Good Industry Practice, applicable law and the provisions of the Agreement; and (ii) comply with ISO/IEC27001 and the principles of ISO/IEC27002.

Issured shall implement and maintain appropriate technical and organisational security measures, including encryption of data in transit, role-based access controls, multi-factor authentication for administrative access, vulnerability management processes, and regular testing of security controls. Issured shall conduct periodic independent penetration testing of the Platform and remediate material vulnerabilities identified.

The Customer is responsible for the security of the Customer Environment and for ensuring appropriate user access controls, password policies, and endpoint protections.

PREVENTION OF CORRUPTION AND FRAUD

Issured shall not:

- Offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, any other public body or person employed by or on behalf of the Customer, or any other public body (each of which for the purposes of this clause shall be a "Relevant Person") any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained

from doing, any act in relation to the Agreement or any other contract with any Relevant Person, or for showing or refraining from showing favour or disfavour to any person in relation to any such contract.

- Enter into the Agreement or any other agreement with any Relevant Person in connection with which a financial incentive or package has been paid or has been agreed to be paid by Issured or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such financial incentive or package and of the terms and conditions of any such agreement for the payment of such financial incentive or package have been disclosed in writing to the Customer.
- Commit any offences under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 in connection with the Agreement.
- Defraud or attempt to defraud or conspire to defraud any Relevant Person.

Issured warrants and represents to the Customer that in entering into the Agreement it has not done any of the things prohibited in this clause.

In the event of any breach of the clause the Customer shall be entitled to terminate the Agreement with immediate effect.

Without prejudice to its other rights and remedies under this clause, the Customer shall be entitled to recover in full from Issured and Issured shall on demand indemnify the Customer in full against:

- The amount of value of any such gift, consideration or commission.
- Any other loss sustained by the Customer in consequence of any breach of this clause.

CONFLICTS OF INTEREST

It is Issured's practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. Issured may provide many different professional services to Customers and we cannot be certain that we will identify promptly all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become aware.

FORCE MAJEURE

Issured shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Issured or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Issured or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

If for reasons outside the control of Issured, the Services or any part thereof become impossible to perform or are otherwise frustrated Issured will be entitled to terminate the Agreement reasonable on notice to the Customer without incurring any liability and the Customer shall pay Issured for Services provided until such termination.

SOLICITATION OF STAFF

Whilst the Agreement is in force and for a period of 3 (three) months from its termination or expiry, neither party will directly or indirectly (other than through a response to a published advertisement) employ or engage the services of any person who was concerned on behalf of the other party in the performance of any of the Services pursuant to the Agreement. If either party is in breach of this clause, the party so employing or engaging such person shall immediately pay to the other as liquidated damages a sum equal to the first 6 (six) months' gross remuneration of the person so engaged.

INTEREST

Interest shall be payable on the late payment of any undisputed Charges properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

SEVERANCE

If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

ENTIRE AGREEMENT

The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

ASSIGNMENT

Issured may not assign or novate any or all of its rights and obligations under this Agreement without the prior written consent of the Customer to Issured, which shall not be unreasonably withheld or delayed.

The Customer may assign or novate all of its rights and obligations under this Agreement without the prior written consent of Issured.

NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).



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THIRD PARTY RIGHTS

Other than expressly stated to the contrary, the Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

NOTICES

Except as otherwise expressly provided, any notice whatsoever which either the Customer or Issured is required or authorised by this Agreement to give or make to the other shall be given or made by first class post in a prepaid letter, addressed to the other at the address specified.

If that letter is not returned as being undelivered, that notice or communication shall be deemed, for the purposes of this Contract, to have been given or made two (2) Working Days after dispatch by the sender.

For the purposes of this clause the address of each party shall be:

For the CUSTOMER: []

For Issured: [].

GOVERNING LAW AND JURISDICTION

The Agreement and/or any non-contractual obligations or matter arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

IN WITNESS of which this Agreement has been duly executed by the parties.

For and on behalf of Issured:

Authorised signatory:

Name:

Job Title:

Date:

For and on behalf of the Customer:

Authorised signatory:

Name:

Job Title:



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Date:

Schedule 1

DEFINITIONS

Affiliate: in relation to the Customer any company, partnership or other entity which from time to time directly or indirectly Controls, is Controlled by or is under common Control with, the Customer, including any subsidiary or holding company of the Customer (as those expressions are defined in section 1159 and 1162 of the Companies Act 2006 (as amended)).

Agreement: the clauses of this Agreement together with the schedules to it and any documents referred to or attached to it.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the relevant Services.

Call Off Terms: means the terms stated in the Schedule of the Framework Agreement.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Charges: means the payments due in respect of the supply of Services as set out in the relevant Order Form, or if not set out in the Order Form, the applicable charges for the Services set out in the Service Definition.

Customer: in relation to this Agreement [insert full name of Customer] or such members of the Customer Group who enter into (as additional signatories). For the purposes of this Agreement, all references to Customer shall be constructed as referring to [insert full name of Customer] or the member of the Customer Group.

Customer Confidential Information: all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

Customer Data: (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to Issured by or on behalf of the Customer; or (ii) which Issured is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Customer is the Data Controller.

Customer Environment: means the Customer's systems, networks, devices and other technical infrastructure used to access the SaaS Services.

Customer Representative: means the individual nominated by the Customer to represent the Customer in dealings with Issured under the Agreement.

Content: means all documents, files, electronic media, calendar dates, discussions, tasks, meetings, telephone and web conference details and whiteboards, visual, written or audible data, information or material including, without limitation: any hyperlink, application,



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graphic, artwork, video, music, text, image, logo, word, sound avatar, document, spreadsheet, text message, form entry, web page, and any other file or data or any similar material, including but not limited to each of the foregoing that is uploaded to, transferred through, publicly posted, processed or entered into the Services.

Personal Data: has the meaning set out in the UK GDPR.

Data Controller: has the meaning set out in the UK GDPR.

Data Processor: has the meaning set out in the UK GDPR.

Data Subject: has the meaning set out in the UK GDPR.

Default: means any breach of the obligations of a party (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of that party in connection with or in relation to the Agreement or the subject matter of the Agreement and in respect of which that party is liable to the other party.

Documentation: Means any user guides, technical specifications, or written materials provided by Issured to support use of the SaaS Services.

Effective Date: the date identified as the date on which the relevant Services are to commence, as set out in the relevant Order Form or, if no such date is set out, the date on which both parties have signed the relevant Order Form.

End User: means those employees, agents and independent contractors of the Customer who use the relevant Services, whether authorised by the Customer or not.

Equipment: means any apparatus, equipment, hardware, software, material or other items (including parts and components) supplied by Issured as set out in any Order Form.

Framework Agreement: means the governing agreement between the Government Procurement Service and Issured dated [] under which the Customer is able to procure services from Issured.

General Terms: means this document and the schedules hereto.

Issured Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of Issured, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

Issured Representative: means the individual nominated by Issured to represent Issured in dealings with Issured under the Agreement.

Issured Staff: means all persons employed by Issured together with Issured's servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Agreement.

Initial Term: means the initial Term of the Agreement, as set out in the Order Form.

Intellectual Property Rights or IPRs: means (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; (c) and all other rights having equivalent or similar effect in any country or jurisdiction.

Order Form: means an order for one or more of the Services constituted by a valid order form (in the format set out in schedule 2 Part 1 of the Framework Agreement) containing the information required by Issured to initiate the on-boarding process and signed by the Customer.

Order of Precedence: In the event of any conflict between definitions in this Schedule and definitions included in a Service Definition, the definitions in this Schedule shall take precedence unless otherwise expressly stated.

Platform: Means the hosted technical environment, systems and infrastructure (whether owned or third-party provided) used by Issured to deliver the SaaS Services.

Regulatory Body: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Customer.

SaaS Services: Means the hosted, cloud-based software services made available by Issured to the Customer on a subscription basis, delivered remotely via a secure online platform, and accessed by Authorised Users through the internet.

Service Level: means the level to which Issured is to perform a relevant Service, as identified as such and set out in the Service Definition for the relevant Service.

Services: the services provided by Issured to the Customer under the Agreement as described in the Service Definition.

Service Definition: means the description of each service Issured is entitled to provide.

Software: any software provided by Issured as part of the Services.

Term: means the term of the Agreement, as set out in the Order Form and as may be extended.

Third Party Licences: means licences granted by third party licensors to Issured for software needed in order to provide the Services.

Update or Enhancement: means any improvement, modification, patch, fix, update, upgrade or enhancement to the SaaS Services, which Issured may implement from time to time.

UK Data Protection Legislation: Means all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR, the Data Protection Act 2018, and all related regulations and guidance issued by the ICO.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to an Order Form, where applicable.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Working Days: means any day other than weekends (Saturday and Sunday) and/or public holidays in England and Wales.

Schedule 2

SERVICES DEFINITION

Schedule 2 shall contain the Service Definition for each SaaS Service subscribed to by the Customer, including technical requirements, permitted use, service features, Customer responsibilities, and other non-SLA operational information.

Ordered services shall include but not limited to the following:

- The scope of the Ordered Services to be provided by Issured.
- The Charges for the Ordered Services.
- Any cross-references to the separate Service Level Agreement (SLA) document where applicable.