

G Cloud Services Supplementary Terms and Conditions

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1. CONTRACT FOUNDATION

These Term and Conditions will apply to and be incorporated into all G Cloud Call Off Contract's, will be subject to the provisions of the G Cloud Framework Agreement and its schedules and where any inconsistent terms or conditions are contained in or referred to in any G Cloud documentation, these terms and conditions will apply.

The G Cloud Order Form constitutes an offer by the Buyer to purchase G Cloud Services from the Supplier in accordance with these Conditions and any specific terms stated in the G Cloud Call Off Contract.

The G Cloud Order Form will only be deemed to be accepted when it is signed by the Supplier.

The G Cloud Call Off Contract will come into effect on the Commencement Date contained within the G Cloud Contract.

The G Cloud Call Off Contract alongside these Terms and conditions constitute the entire agreement between the parties in respect of the services requested in a G Cloud Order Form.

Any material, content on the Suppliers website, descriptions, screenshots, presentation materials or brochures will not form part of the Contract or have any contractual force.

These Conditions apply to all G Cloud Call Off Contract's to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. SUPPLY OF G CLOUD SERVICES

The Supplier will supply the G Cloud Services to the Buyer in accordance with the G Cloud Call Off Contract agreed between the parties, and all legal requirements applicable to the provision of the G Cloud Services.

The Supplier will maintain throughout the duration of each G Cloud Call Off Contract security practices as described in the G Cloud Service Definitions (as applicable).

As long as there is no material effect to the nature or quality of the service provided, the Supplier reserves the right to make any changes to the service as required by law. Any changes required will be notified to the Buyer with a timeline of such change.

3. BUYER'S OBLIGATIONS

The Buyer will provide the Supplier with suitably skilled personnel in order to onboard the system. The Buyer will provide such information and materials required by the Supplier in order to deliver the G Cloud Service(s). The buyer will also ensure that such information is provided in a timely manner and is accurate in all material respects.

The Buyer will provide the Supplier with access to the Buyer's facilities to deliver the relevant services where required. This includes suitable training facilities in order to train the buyers staff prior to service commencement.

The Buyer will provision the local networks and provide the necessary client computer equipment, printers and software licences and will maintain these for the life of the contract to the minimum standard specified in the Call off contract.

The buyer will ensure that all materials, documents and other property of the Supplier are used only in accordance with the Supplier's written instructions or authorisation.

The buyer will ensure that all information provided in the G Cloud Service Definition and the G Cloud Call Off Contract is accurate and complete.

If the Supplier's performance of any of its obligations under a G Cloud Call Off Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):

1. the Supplier will without limiting its other rights or remedies have the right to suspend performance of the G Cloud Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Supplier's performance of any of its obligations;
2. the Supplier will not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause and
3. the Buyer will reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Buyer Default.

4. CHARGES AND PAYMENT

All charges are exclusive of VAT.

The payment profile for the G Cloud Call Off contract is annually in advance. Payment terms are strictly 30 days from the date of invoice.

Payment will not be deemed as received until the Supplier has received the payment as cleared funds.

Unless the Buyer is required by law to make any such deduction or withholding, all payments to be made by the Buyer will be made in full and without any set-off or withholding whatsoever.

Except where a sum is in dispute, the Supplier reserves the right to charge interest on any sum due that is not paid within 5 working days of the due date. The interest will be calculated from the due date of payment to the date of actual payment (both dates inclusive) at the rate of four percent (4%) per annum over the LIBOR base rate (or such other London Clearing Bank as the Supplier may nominate). The interest will be paid on demand by the Buyer.

Where G Cloud Services are delivered in phases, the Supplier reserves the right to invoice each phase or stage;

1. as and when delivery is made to the Buyer
2. on delivery of that phase or
3. against separate payment milestones as agreed and documented in the Call Off Contract Charges schedule.

Should the contract be terminated, all sums payable to the Supplier under the G Cloud Call Off contract will be due immediately.

5. INTELLECTUAL PROPERTY RIGHTS

The Supplier grants to the Buyer a non-exclusive, non-transferable licence during the Call Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with the Call Off Contract. All Intellectual Property Rights in or arising out of or in connection with the G Cloud Services will be owned by the Supplier. The Buyer will have no title to or interest in any such Intellectual Property Rights except to the extent specifically set out in a the Call Off Contract.

The Buyer undertakes that it will not (and that it will not employ nor permit any third party to) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer any software supplied by the Supplier under a G Cloud Call Off Contract except to the extent allowed by English law.

The Buyer will notify the Supplier immediately if it becomes aware of any illegal or unauthorised use of any of the Intellectual Property Rights in the G Cloud Services and will assist the supplier and/or its suppliers in taking steps necessary to defend the owners' rights.

The Supplier will ensure that any third party software is appropriately licenced for use by the Buyer for the duration of the contract.

All Supplier Materials are the exclusive property of the Supplier.

The Supplier may utilise any skill and/or know-how that it may develop or acquire during the performance of the G Cloud Services.

6. CONFIDENTIALITY

PROVISION OF CONFIDENTIAL INFORMATION

In consideration of each party agreeing to disclose the Confidential Information to the other, each party undertakes to the other to keep the Disclosing Party's Confidential Information secret.

The parties acknowledge that the Confidential Information is of significant commercial value and importance to the parties and is being supplied in confidence solely for the provision of G Cloud services.

The parties acknowledge and agree that, although Confidential Information is supplied by a party in good faith, neither party makes any representation concerning the accuracy, efficacy, completeness, capabilities or safety of the Confidential Information disclosed by it (or of any materials or media by which it is supplied), except to the extent expressly agreed by it in writing.

OBLIGATIONS OF THE RECIPIENT

The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party:

- a) not use or exploit the Confidential Information in any way except for the Purpose intended;
- b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by the supplier.

- c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose intended (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
- d) not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
- e) keep separate the Confidential Information from all documents and other records of the Recipient;
- f) apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;
- g) keep a written record of: any document or other Confidential Information received from the other in tangible form; any copy made of the Confidential Information; and
- h) ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow to be removed such document or records from its premises.

The Recipient may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:

- a) it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
- b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this agreement as if they were the Recipient and, if the Disclosing Party so requests, procure that any relevant Representative enters into a confidentiality agreement with the Disclosing Party on terms equivalent to those contained in this agreement; and
- c) it keeps a written record of those Representatives,

and it shall at all times be liable for the failure of any Representative to comply with the terms of this agreement. The Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 3.3, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.

The obligation to keep the Confidential Information confidential in accordance with this agreement shall survive and subsist (notwithstanding the prior termination of this agreement or service of any notice by either party hereunder) for a period of 60 months from the date of disclosure of the relevant Confidential Information.

ACKNOWLEDGEMENT AND BREACH

The Recipient acknowledges and confirms that ownership of the Confidential Information, including all Intellectual Property Rights therein, remains vested in and under the control of the Disclosing Party and no licences or rights are granted other than to the extent set out in this agreement.

The Recipient further acknowledges that the rights of the Disclosing Party in Confidential Information sought to be protected by this agreement are unique and that breach of these terms is likely to cause irreparable and unquantifiable damage and agrees that the Disclosing Party may at its discretion apply for and obtain (without prejudice to any rights the Disclosing Party may have to obtain damages) injunctive or other equitable relief without proof of damage.

The Recipient agrees that it shall be responsible for any breach of any of the terms of this agreement by it or by any of its Representatives and the Recipient will indemnify the Disclosing Party from and against any such breach including, without limitation, all loss or damage (including but not limited to legal costs) which may arise from

the unauthorised disclosure of any of the Confidential Information by the Recipient or by any of its Representatives.

Until this agreement shall expire or be terminated, all of the obligations set out herein in relation to Confidential Information shall extend to information provided in connection with any further negotiations or discussions of any kind between the parties and shall apply to such information for the period specified in clause 3.4 as if such information were Confidential Information for the purposes of this agreement.

Except as expressly stated in this agreement, the Disclosing Party does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement.

7. LIMITATION OF LIABILITY

Each Party's Yearly total liability for Defaults under or in connection with this Call Off Contract shall not exceed one hundred per cent (100%) of the Charges paid and/or committed to be paid in that Year.

8. TERMINATION

If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer fails to pay within 5 Working Days, the Supplier may end the Call Off Contract by giving at least 30 days notice of termination as specified in the Order Form. The notice period for the Buyer is a maximum of 90 days from the date of written notice for Ending without cause.

On termination of a G Cloud Call Off Contract for any reason, the Buyer will immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest owed.

The supplier will issue a further invoice(s) for any service that have been delivered and have not yet been invoiced.

The Buyer will destroy or return any Supplier material on termination of the contract.

9. FORCE MAJEURE

The Supplier will not be liable for any delays or failure to perform its obligations as a result of a Force Majeure Event.

The Supplier will retain the right to terminate a G Cloud Call Off Contract with immediate effect by giving notice in writing to the Buyer, should a Force Majeure Event prevent the supplier from providing any Services for more than 6 weeks.

10. JURISDICTION

Any legal disputes or claims arising from or related to this contract, including non-contractual disputes or claims, are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction over such disputes or claims.

11. GLOSSARY

"Authority" refers to the Minister For The Cabinet Office acting through Crown Commercial Service, part of the Crown.

"Business Day" signifies a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

"Buyer" denotes the purchaser of G Cloud Services, typically an entity of the UK Government as identified in the applicable G Cloud Order Form.

"Charges" denote the fees for services to be paid by the Buyer to the Supplier as specified in the G Cloud Order Form.

"Commencement Date" refers to the start date as per clause 2.3.

"Conditions" are these terms and conditions, subject to periodic amendments as per clause 12.7.

"Contracting Body" signifies the Authority and any other entity listed in the OJEU Notice or regulation 3 of the Public Contracts Regulations 2006.

"Force Majeure Event" is defined as an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport 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 suppliers or subcontractors.

"G Cloud Framework Agreement" refers to the agreement between the Supplier and the Authority governing the provision of G Cloud Services to UK Government entities.

"G Cloud" is the framework established by the Authority for procuring cloud computing services from various suppliers.

"G Cloud Call Off Contract" signifies the agreement between the Supplier and a Buyer formed upon acceptance of a G Cloud Order Form in accordance with the G Cloud Framework Agreement and these terms and conditions.

"G Cloud Order Form" refers to the prescribed form issued by the Authority for ordering G Cloud Services under the G Cloud Framework Agreement.

"G Cloud Service Definitions" denote the applicable definitions issued by the Supplier and agreed upon by the Buyer in a G Cloud Call Off Contract.

"G Cloud Services" are the services to be provided by the Supplier to the Buyer as detailed in the G Cloud Call Off Contract.

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions

of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"LIBOR" refers to the British Bankers' Association London Interbank Offered Rate.

"Party" includes its representatives, successors, or approved assignees.

"Person" encompasses individuals, corporations, or unincorporated entities, regardless of legal status.

"Statute or statutory provision" refers to the legislation as amended or re-enacted, including any subordinate laws.

"Supplier" refers to Inform Health Limited, registered in England and Wales, company number 07140073.