



G-CLOUD 15

CROWN COMMERCIAL FRAMEWORK

XONETIC STANDARD TERMS OF BUSINESS

January 2026
General Terms of Business

UNCLASSIFIED

These General Terms of Business ("**General Terms**") apply to the delivery of services by Xonetic Ltd (company no 02926318) whose registered office is at New King's Court Tollgate, Chandler's Ford, Eastleigh, Hampshire SO53 3LG ("**Xonetic**") to a client pursuant to a letter enclosing these General Terms and recording the engagement ("**the Engagement Letter**").

Definitions

Services means the services to be delivered by us under the Engagement Letter.

Xonetic or **we** (or derivatives) means the Xonetic contracting party as identified by the Engagement Letter.

Engagement Team means, collectively or individually, Xonetic Persons (excluding corporate bodies, entities or firms) who is or are involved in delivering the Services.

You (and derivatives) means the addressee (or addressees) of the Engagement Letter.

Services Contract means the contract formed by the Engagement Letter and these General Terms, together with any appended documents or other terms applicable to the Services ("**Additional Terms**").

Xonetic Persons means the Xonetic contracting party, each and all of our directors, employees and agents, as the case may be, together with any other body or entity controlled by us or owned by us or associated with us and each and all of its partners, members, directors, employees and agents and "**Xonetic Person**" shall mean any one of them.

Other Xonetic Person(s) means, collectively or individually, Xonetic Persons who are not members of the Engagement Team.

Agents (when referable to Xonetic) means persons whom we authorise to act on our behalf or whom we treat as our employees, and for whose conduct we accept responsibility, in connection with the Services.

Other Beneficiaries means any person or organisation identified in and for whom you sign the Engagement Letter (other than you) as a beneficiary of the Services or any product thereof.

These definitions shall apply wherever used in the Services Contract.

Our services and responsibilities

1.The Engagement Letter shall set out the Services to be delivered by us and associated matters and may vary these General Terms. Any changes to the Services, including scope, assumptions, deliverables, fees or timelines, must be agreed in writing by both parties.

2.The Services shall be delivered with reasonable skill and care.

3.Where individuals to be involved in delivering the Services are named in the Engagement Letter, we shall use reasonable endeavours to ensure that they are so involved. We may substitute those identified for others of equal or similar skills but we shall consult you before doing so.

4. Confidentiality terms

4.1 In the course of delivering the Services, we may acquire information concerning your business, affairs, systems or personnel which is confidential or proprietary in nature ("**Confidential Information**").

4.2 We shall preserve the confidentiality of all Confidential Information and shall not disclose it to any third party other than members of the Engagement Team, except:

- where disclosure is permitted or required by law;
- where disclosure is required to our professional advisers or insurers (always on a confidential basis); or
- where you have provided prior written consent.

4.3 Confidential Information may be shared within Xonetic, including with Other Xonetic Persons or trusted service providers supporting our infrastructure or administration, provided appropriate confidentiality obligations are in place. We remain responsible for preserving confidentiality in such cases.

4.4 This clause shall not apply to information which properly enters the public domain other than through breach of this Services Contract.

4.5 Where the Services involve the processing of personal data, confidentiality and data protection obligations shall be governed by Clause 29 (Data Protection), which shall prevail in the event of any inconsistency.

4.6 For the purposes of marketing, publicising or selling our services, we may wish to disclose that we have performed work (including the Services) for you. We will obtain your prior written consent before identifying you by name, and we will not disclose any Confidential Information.

5. We may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services we may supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall take precedence. No reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish to rely on oral advice or on an oral presentation made on completion of the Services, you shall inform us and we shall supply documentary confirmation of the advice concerned.

6. Acceptance and No Obligation to Update

6.1 Upon delivery of any final deliverable, you shall have fourteen (14) calendar days to notify us in writing of any material defects or required amendments reasonably arising from the agreed scope of the Services.

6.2 We shall use reasonable endeavours to address any such notified defects or amendments within a reasonable timeframe.

6.3 If no written notice is received within the fourteen (14) calendar day period, the deliverable shall be deemed accepted in full.

6.4 Following acceptance (whether explicit or deemed), we shall have no obligation to update, revise or amend any advice, report or deliverable (oral or written) for events, circumstances or information arising after acceptance, unless expressly agreed in writing as a variation to the Services.

7. Any product of the Services released to you (including other beneficiaries) in any form or medium shall be supplied by us on the basis that it is for your benefit and information only and that, save as may be required by law or by a competent regulatory authority (in which case you shall, unless

prohibited by law, inform us in advance), it shall not be copied, referred to or disclosed, in whole (save for your own internal purposes) or in part, without our prior written consent. The Services shall be delivered on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent. You may disclose in whole any product of the Services to your legal and other professional advisers for the purposes of your seeking advice in relation to the Services, provided that when doing so you inform them that:

- disclosure by them (save for their own internal purposes) is not permitted without our prior written consent, and
- to the fullest extent permitted by law we accept no responsibility or liability to them in connection with the Services.

8. Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

Ownership

9. Intellectual Property

9.1 Xonetic shall retain all right, title and interest in and to any methodologies, frameworks, templates, tools, models, know-how and materials owned by Xonetic prior to the commencement of the Services or developed independently of the Services ("Pre-existing IP").

9.2 Subject to clause 9.3, you shall own all intellectual property rights in the reports, analyses and other tangible deliverables created specifically for you as part of the Services ("Bespoke Deliverables") upon full payment of our Charges relating to the creation of those Bespoke Deliverables.

9.3 To the extent that any Bespoke Deliverables incorporate or are derived from Pre-existing IP, Xonetic grants you a non-exclusive, perpetual, royalty-free licence to use such Pre-existing IP solely for your internal business purposes.

9.4 Nothing in this Agreement shall prevent Xonetic, the Engagement Team or Other Xonetic Persons from using, developing or sharing knowledge, experience, techniques and skills of a general nature gained during the performance of the Services, provided that no Confidential Information is disclosed.

9.5 Where deliverables incorporate materials from the Business Technology Standard (BTS), such materials are provided under the Open Framework License Agreement published by Business Technology Forum Oy. BTS materials may be used by you for internal management, governance and operating model design purposes but may not be modified, published, sold or sub-licensed. Appropriate attribution shall be included where BTS materials are used. The full licence terms are available at www.managebt.org/open-framework-license-agreement.

Our charges

10. We shall render invoices in respect of the Services comprising fees, outlays and VAT thereon (where appropriate), together with any overseas taxes that may be payable or deductible ("our Charges"). Details of our Charges and any special payment terms shall be set out in the Engagement Letter. Our fees shall be based on the degree of responsibility of our directors, employees or agents involved in delivering the Services, their skill and time spent, and the nature and complexity of the Services. Outlays shall be charged at cost. Any estimates or quotations provided are indicative only.

However, we shall notify you promptly if we reasonably expect the Charges to exceed any agreed estimate by more than ten per cent (10%).

11. In return for the delivery of the Services by us, you shall pay our Charges (without any right of set-off), on presentation of our invoice or at such other time as may be specified in the Engagement Letter.

11.1 We may charge interest on any outstanding balances at the statutory rate from time to time in force (this rate applying after as well as before any court award or judgement in our favour in respect of outstanding balances).

11.2 If the Services Contract is terminated or suspended, we shall be entitled to payment for outlays incurred to that time and to payment of fees for Services performed, plus VAT thereon (where appropriate). Our fees for Services performed shall in this event be calculated by reference to our hourly rates at the time of performance of such Services.

11.3 Where there is more than one addressee of the Engagement Letter, unless provision is made in the Engagement Letter for payment of our Charges by one of you or by a third party, all of you shall each be fully liable separately to pay our Charges as well as being so liable together as a group and we shall be entitled to call upon any of you and all of you for payment in full.

11.4 If we are required by any court or regulatory body to provide information or to produce documents relating in any way to the Services, in any proceedings or forum in which we are not a party or participant, you shall pay our costs incurred in responding to any such requirement at the rates specified in this engagement letter, together with outlays including legal expenses, and VAT thereon (where appropriate).

Your responsibilities

12. Where there is more than one of you, this clause applies to each of you separately and not collectively. Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for managing your affairs, deciding on what to do after receiving any product of the Services, implementing any advice or recommendations provided by us, and realising any benefits requiring activity by you.

13. Where you require us or the nature of the Services is such that it is likely to be more efficient for us to perform Services at your premises or using your computer systems or telephone networks, you shall ensure that all arrangements are made for access, security procedures, virus checks, facilities, licences or consents as may be required (without cost to us).

14. You shall not, directly or indirectly, solicit the employment of any of our partners, members, directors or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 3 months following their completion or following termination of the Services Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, members, directors or employees, as the case may be, who may respond to any such campaign.

The Services Contract

15. The Services Contract sets out the entire agreement and understanding between you and us in connection with the Services. The Services Contract supersedes and relieves us from liability (if any) that might otherwise arise for any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) as to any facts or matters relating to Xonetic or the

Services. Any modifications or variations to the Services Contract must be in writing and signed by an authorised representative of each of us. If there is any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail. If there is any inconsistency between these General Terms and Additional Terms that may apply, the Additional Terms shall prevail. Nothing in the Services Contract shall operate to exclude any liability which we would otherwise have to you in respect of any statements made by us fraudulently prior to the date of the Services Contract.

Third party rights

16. The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third-party rights. No third party shall have any right to enforce or rely on any provision of the Services Contract which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Services Contract shall be excluded. No Xonetic Person shall be a third party for the purposes of this clause.

Circumstances beyond your or our control

17. Neither we nor you shall be in breach of our contractual obligations or incur any liability to the other if we or you are unable to comply with the Services Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services Contract on notice taking effect immediately on delivery.

Waiver, assignment and sub-contractors

18. Failure by you or us to exercise or enforce any rights available to you or us shall not amount to a waiver of any rights available to you or us.

19. Neither of us shall have the right to assign the benefit (or transfer the burden) of the Services Contract to another party without the written consent of the other of us.

20. Sub-contracting

20.1 Xonetic may appoint sub-contractors to assist in delivering the Services.

20.2 Where any such sub-contractors are not Xonetic Persons, Xonetic shall **notify you in writing in advance** and shall ensure that appropriate contractual obligations are in place, including confidentiality and information security obligations consistent with this Services Contract.

20.3 Xonetic shall remain fully responsible for the acts and omissions of all approved sub-contractors as if they were its own.

20.4 Where sub-contracting involves the processing of Personal Data, the requirements of Clause 29 (Data Protection) shall apply.

Limitations on our liability

21. Our liability in connection with the Services Contract and the Services shall be limited in accordance with this clause.

In the particular circumstances of the Services set out in the Engagement Letter and subject to clause 23 and clause 24 below,

- the aggregate liability to you and to Other Beneficiaries of each and all Xonetic Persons,
- in contract or tort or under statute or otherwise,
- for any loss or damage suffered by you (or by any such other party) arising from or in connection with the Services or the Services Contract,
- however, the loss or damage is caused, including if caused by our negligence but not if caused by our fraud or other deliberate breach of duty,
- shall be limited to the amount specified in the Engagement Letter. Additionally:
- Neither Party excludes or limits its liability to the other for death or personal injury,
- Neither Party shall be liable to the other Party for an indirect or consequential loss,

22. Where there is more than one beneficiary of the Services ("**Beneficiary**") the limitation on our liability agreed under clause 21 to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of clause 21 on the ground that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include you and Other Beneficiaries.

23. Subject always to the aggregate limitation on our liability in clause 21 above, our liability shall in aggregate be limited to that proportion of the total loss or damage, after taking into account contributory negligence (if any), which is just and equitable having regard to the extent of our responsibility for the loss or damage concerned, and the extent of responsibility of any other person also responsible or potentially responsible ("**Other Person**"). In order to calculate the proportionate share of our liability, no account shall be taken of any matter affecting the possibility of recovering compensation from any Other Person, including the Other Person having ceased to exist, having ceased to be liable, having an agreed limit on its liability or being impecunious or for other reasons unable to pay, and full account shall be taken of the responsibility to be attributed to any Other Person whether or not it is before the competent court as a party to the proceedings or as a witness.

24. We accept the benefit of the limitations in clauses 21, 22 and 23 above on our own behalf and in so doing we confer benefits on all Xonetic Persons who may be or might have been involved in delivering the Services.

Any clauses in the Services Contract operating or which may operate to exclude or limit our liability in any respects shall not operate to exclude or limit any liability which cannot lawfully be excluded or limited.

25. This clause shall apply to claims arising from or under the Services Contract.

25.1 You and Other Beneficiaries shall not bring any claim against any Xonetic Person other than the Xonetic contracting party in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability of the Xonetic contracting party as a firm or company for the acts or omissions of any other Xonetic Person.

25.2 Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Services Contract, whether in contract or tort or under statute or otherwise, must be made

- where Services have been delivered, within four years of the date on which the activity giving rise to the claim was performed
- if the Services Contract has been terminated, within four years of the date of termination (subject to the bullet point above)
- if the loss or damage is suffered as a result of, arising from or in connection with our unauthorised disclosure of Confidential Information, within four years of the date on which the unauthorised disclosure took place

and in any of these cases that shall be the date when the earliest cause of action (in contract or tort or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this clause a claim shall be made when court or other dispute resolution proceedings are commenced.

Third parties

26.If you breach any of your obligations under the Services Contract and there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for and protect us against any loss, damage, expense or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time. In this clause “us” shall include all Xonetic Persons and “you” shall include Other Beneficiaries.

Termination

27.Each of us can terminate the Services Contract or suspend its operation by giving 30 days’ prior notice in writing to the other at any time. Termination or suspension under this clause shall not affect any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect.

28. Survival

28.1 The following clauses shall survive expiry or termination of the Services Contract, howsoever arising:

- Clause 4 (Confidentiality)
- Clause 6 (Acceptance and no obligation to update)
- Clause 7 (Use and disclosure of deliverables)
- Clause 8 (No guarantee)
- Clause 9 (Intellectual Property)
- Clauses 10–11.4 (Charges and payment)
- Clause 14 (Non-solicitation)
- Clauses 15–17 (Entire agreement, third party rights, force majeure)
- Clauses 18–20 (Waiver, assignment, sub-contracting)
- Clauses 21–25 (Limitations on liability and claims)
- Clause 26 (Third party claims)
- Clause 29 (Data protection)
- Clauses 30–31 (Notices and severability)
- Clauses 32–33 (Capacity and acceptance)
- Clause 34 (Governing law and jurisdiction)

28.2 Any other provision which by its nature is intended to survive termination shall also survive.

29. Data Protection

29.1 For the purposes of this clause, **Data Protection Legislation** means:

- (i) the UK General Data Protection Regulation ("UK GDPR"),
- (ii) the Data Protection Act 2018, and
- (iii) any applicable laws and regulations relating to the processing of personal data, in each case as amended or replaced from time to time.

29.2 Where and to the extent that the Services involve the processing of Personal Data (as defined in the Data Protection Legislation), the parties acknowledge that:

- you act as the **Data Controller**; and
- Xonetic acts as the **Data Processor**.

29.3 Xonetic shall process Personal Data only on your documented instructions and in accordance with applicable Data Protection Legislation, unless required to do otherwise by law.

29.4 Xonetic shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage, having regard to the nature of the data and the risks involved.

29.5 Xonetic shall ensure that all personnel authorised to process Personal Data are subject to appropriate confidentiality obligations.

29.6 Xonetic shall not appoint any sub-processor to process Personal Data on your behalf without prior written notice and shall ensure that any approved sub-processor is subject to data protection obligations materially equivalent to those set out in this clause, consistent with Clause 20.

29.7 Xonetic shall notify you without undue delay upon becoming aware of any Personal Data breach affecting the Services.

29.8 Upon termination or expiry of the Services Contract, and at your written request, Xonetic shall delete or return Personal Data processed on your behalf, unless retention is required by applicable law or is necessary for the establishment, exercise or defence of legal claims or to meet professional indemnity obligations, in which case Xonetic shall retain it only for as long as necessary and shall continue to protect it in accordance with this clause.

29.9 Xonetic shall make available to you such information as is reasonably necessary to demonstrate compliance with this clause and shall allow for reasonable audits or inspections upon prior notice.

29.10 The subject matter, duration, nature and purpose of the processing, the categories of Personal Data and Data Subjects, and applicable security measures may be further detailed in a Data Processing Appendix agreed between the parties at call-off.

Notices

30. Any notice to you or us delivered under the Services Contract shall either be via email to the signatory of this engagement letter or be in writing and delivered by pre-paid first class post (or pre-

paid overseas equivalent) to or left at our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing). Notices delivered by post shall be deemed to have arrived, where posted from and to addresses in the UK, on the second working day and where posted from or to addresses overseas, on the tenth working day, following the date of posting.

Severability

31. Each clause or term of the Services Contract constitutes a separate and independent provision. If any provisions of the Services Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Capacity

32. You agree to and accept the provisions of the Services Contract on your own behalf and as agent for Other Beneficiaries. You shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Services Contract, as if they had each signed a copy of the Engagement Letter and agreed to be bound by it. However, you alone shall be responsible for payment of our Charges.

33. We accept your agreement to and acceptance of the terms of the Services Contract (save for clauses 21, 22 and 23 above) on our own behalf and in so doing we confer benefits on all Xonetic Persons.

Law and jurisdiction

34. The Services Contract shall in all respects be subject to and governed by English law and all disputes arising on any basis from or under the Services Contract shall be subject to the exclusive jurisdiction of the English courts.