

G-Cloud 15 Terms & Conditions

Document created on: 14 January 2026

Supply of Software

1. The Supplier shall make the Buyer Software available for download by the Buyer for a reasonable period following the Order Form Start Date and shall provide to the Buyer such assistance in relation to the download of the Buyer Software as the Buyer may reasonably request, which shall be chargeable in accordance with the applicable Order Form or Statement of Work.

Set Up Services

1. The Buyer acknowledges that a delay in the Buyer performing its obligations under this Agreement may result in a delay in the performance of the Set Up Services; and the Supplier will not be liable to the Buyer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Buyer performing its obligations under this Agreement.
2. Any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Supplier shall be the exclusive property of the Supplier. If the works arising out of such performance form part of the Buyer Software, they shall be licensed to the Buyer under the Order Form.

Licence

1. The Supplier grants to the Buyer from the date of supply of the Software to the Buyer until the end of the Order Term, a non-exclusive, non-transferrable licence to:
 - a. install the Software;
 - b. use of the Software in accordance with the Documentation;
 - c. create, store and maintain a back-up copy of the Buyer Software; and
 - d. fix, patch, improve, integrate and update and upgrade the Buyer Software, subject to the limitations and prohibitions set out and referred to in this Agreement
2. The Buyer may not sub-license and must not purport to sub-license any rights granted under this Agreement without the prior written consent of the Supplier.
3. The licence granted is subject to the limitations regarding the number of installations set out in the Order Form.
4. The Buyer Software may only be used by the officers and employees of the Buyer.
5. Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any licence granted under this Agreement shall be subject to the following prohibitions:
 - a. the Buyer must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Buyer Software;
 - b. the Buyer must not alter, edit or adapt the Buyer Software;
 - c. the Buyer must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Buyer Software
6. The Buyer shall be responsible for the security of copies of the Buyer Software supplied to the Buyer under this Agreement (or created from such copies) and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this Agreement.
7. The Buyer shall be responsible for obtaining, and paying any costs relating to, licences to use the Prerequisite Buyer Software.

Source Code

1. Nothing in this Agreement shall give to the Buyer or any other person any right to access or use the Source Code or constitute any licence of the Source Code.

No assignment of Intellectual Property Rights

1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Supplier to the Buyer, or from the Buyer to the Supplier.

Limitations and exclusions of liability

1. Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.
2. Neither party shall be liable to the other party in respect of any loss of revenue or income.
3. Neither party shall be liable to the other party in respect of any loss of use or production.
4. Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.
5. Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or Buyer Software.
6. Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
7. The aggregate liability of each party to the other party under this Agreement shall not exceed 200% of the total amount paid and payable by the Buyer to the Supplier under the Agreement in the twelve-month period preceding the commencement of the event of events.

Assignment

1. The Buyer must not assign, transfer or otherwise deal with the Buyer's contractual rights and/or obligations under this Agreement without the prior written consent of the Supplier.

Third party rights

1. This Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.
2. The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

Termination

1. The Buyer shall not terminate this contract without cause prior to the expiration of the Term of this Agreement.