

Standard Terms and Conditions (G-Cloud 15 Aligned)

1. Application of G-Cloud 15 Framework Terms

These Standard Terms and Conditions apply to the provision of services by Axia Digital Ltd **only where permitted** under the G-Cloud 15 Framework Agreement (RM1557.15).

In the event of any conflict or inconsistency between:

- these Standard Terms and Conditions;
- the G-Cloud 15 Framework Agreement (RM1557.15); or
- any Call-Off Contract entered into under the G-Cloud 15 Framework,

the order of precedence shall be:

1. the Call-Off Contract;
2. the G-Cloud 15 Framework Agreement (RM1557.15); and
3. these Standard Terms and Conditions.

Nothing in these Standard Terms and Conditions shall override, limit, or conflict with the rights and obligations set out in the G-Cloud 15 Framework Agreement or any Call-Off Contract.

2. Definitions

“Customer” means the contracting authority entering into a Call-Off Contract under the G-Cloud 15 Framework.

“Services” means the SaaS services provided by Axia Digital Ltd as described in the applicable service listing and Call-Off Contract.

“Call-Off Contract” means the legally binding agreement entered into between Axia Digital Ltd and the Customer under the G-Cloud 15 Framework.

3. Provision of Services

Axia Digital Ltd shall provide the Services in accordance with:

- the applicable Call-Off Contract;
- the G-Cloud 15 Framework Agreement; and
- the service description published on the Digital Marketplace.

The Services are provided on a Software as a Service basis. No ownership of the software platform is transferred to the Customer.



4. Intellectual Property Rights

All intellectual property rights in the Services, platform software, documentation and related materials remain the property of Axia Digital Ltd or its licensors.

The Customer is granted a non-exclusive, non-transferable licence to use the Services for the duration of the Call-Off Contract, solely for its internal business purposes and in accordance with the Call-Off Contract.

5. Customer Data and Data Ownership

All data, content and materials uploaded to or generated within the Services by or on behalf of the Customer remain the property of the Customer.

Axia Digital Ltd acts as a data processor in respect of personal data processed under a Call-Off Contract, unless otherwise agreed in writing.

Data retention, extraction and deletion shall be carried out in accordance with:

- the Call-Off Contract;
- applicable data protection legislation; and
- the Customer's written instructions.

6. Data Protection

Each party shall comply with its obligations under applicable data protection legislation.

Personal data shall be processed only for the purposes of providing the Services and in accordance with the lawful bases and instructions defined in the Call-Off Contract and associated data protection documentation.

7. Security

Axia Digital Ltd shall implement appropriate technical and organisational measures to protect the Services and Customer data, in line with the security controls described in the G-Cloud service listing and applicable standards referenced therein.

8. Support and Maintenance

Support services are provided in accordance with the support model described in the G-Cloud service listing and the applicable Call-Off Contract.

Maintenance, updates and changes to the Services are managed through Axia Digital Ltd's formal change management processes and are subject to agreement under the Call-Off Contract, where applicable.

9. Acceptable Use

The Customer shall ensure that authorised users use the Services in accordance with applicable law and the Call-Off Contract.

The Customer shall not:

- attempt to gain unauthorised access to the Services;
- interfere with service operation; or
- use the Services in a manner that compromises security or availability.



10. Suspension and Termination

Suspension or termination of the Services shall be carried out strictly in accordance with the terms of the applicable Call-Off Contract and the G-Cloud 15 Framework Agreement.

Axia Digital Ltd shall not suspend or terminate access except as permitted under those agreements.

11. Confidentiality

Each party shall treat all confidential information received from the other party in accordance with the confidentiality provisions set out in the Call-Off Contract and the G-Cloud 15 Framework Agreement.

12. Liability

Liability shall be governed exclusively by the liability provisions set out in the G-Cloud 15 Framework Agreement and the applicable Call-Off Contract.

Nothing in these Standard Terms and Conditions shall increase or alter liability beyond those provisions.

13. Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, in accordance with the force majeure provisions of the G-Cloud 15 Framework Agreement.

14. Governing Law

The governing law and jurisdiction shall be as specified in the G-Cloud 15 Framework Agreement and the applicable Call-Off Contract.

15. General

These Standard Terms and Conditions are intended to supplement, and not replace or override, the G-Cloud 15 Framework Agreement or any Call-Off Contract entered into under it.

