

Professional Services – Statement of Work for [Customer]

Guardian Deployment



Document Name	Professional Services – Statement of Work for [Customer]
Project Name	Guardian Deployment
Version Number	1.0
Document Release Date	Click or tap to enter a date.



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Document Details

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Related Documents

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1 Introduction

This Statement of Work ("**SoW**") is made between Cloudhouse Technologies Ltd. ("**Supplier**") and [Customer] ("**Client**").

1.1 Background

Cloudhouse Guardian ("**Guardian**") is a cross-platform solution for Device Configuration Monitoring. Guardian's primary use case is to detect changes in device configurations and provide visibility of them to its users and administrators, additionally it enables the ability to create and monitor policies based on desired and required characteristics of a device along with the ability to enrich Service Management processes with its capabilities such as Incident and Change Management. Guardian can monitor configurations on many categories of IT Asset including Windows & Unix Servers and Desktops, Network Devices, Databases, Cloud platforms and Software as a Service ("**SAAS**") solutions.

Guardian works by collecting configuration data from source IT Assets ("**Nodes**") and validating that against predefined target values ("**Policies**").

1.2 G-Cloud

This SoW is entered into pursuant to a call-off contract between Supplier and Client ("**Call-Off Contract**") under the G-Cloud 15 Framework ("**G-Cloud 15 Framework**"). For the purposes of the Call-Off Contract and G-Cloud 15 Framework, this SoW shall constitute [Supplier Terms] (as defined in the Call-Off Contract and the G-Cloud 15 Framework).

In the event of any conflict or inconsistency, the following order of precedence shall apply:

- (a) the G-Cloud 15 Framework Agreement to the extent applicable to the Call-Off Contract and stated as taking priority over it;
- (b) the Call-Off Contract; and
- (c) this SoW,

unless expressly stated otherwise in the Call-Off Contract.

This SoW applies only to the extent it does not conflict with the mandatory terms of the G-Cloud 15 Framework and the Call-Off Contract, which shall prevail.

Terms defined in the Call-Off Contract and/or G-Cloud 15 Framework shall have the same meaning when used in this SoW unless the context otherwise permits.

All references to '**Client**' are to the '**Customer**' under the Call-Off Contract and any references to '**Cloudhouse**' are to the '**Supplier**' under the Call-Off Contract.



1.3 Overview

[To be filled in with client info on **why the project is happening**. Alternatively, **remove if not required**.]

1.4 Objective

The objective of this SoW is to provide value to the Client in the form of a single pane glass view of configuration across all platforms and all IT assets in the estate by:

- Assess onboarding strategic sources of configuration data which have not previously been monitored. This may include critical components such as Kubernetes, OpenShift, Azure and AWS, Network devices, Storage devices, etc. All of these are active sources of change, and monitoring of these is required to provide good change management reporting.
- [Add additional client specific objectives for the project]



1.5 Contact Details

The contact details of both the Supplier and Client are provided in the table below.

Company	Name	Title/Role	Email Address
Cloudhouse	Alex Turner	Head of Professional Services (Project Sponsor)	Alex.Turner@Cloudhouse.com
Cloudhouse	Nelem Kumari	Engagement Manager	Nelem.Kumari@Cloudhouse.com
Cloudhouse	Zakk Acremen	Technical Lead	Zakk.Acremen@Cloudhouse.com
[Customer]	Enter value	Enter value	Enter value
[Customer]	Enter value	Enter value	Enter value



2 Scope of Service

This section describes what is in and out of scope of the agreed Guardian deployment, including the server nodes, components, and services.

2.1 In Scope

This section describes what nodes and services are in scope for this SoW.

2.1.1 Nodes

The following infrastructure nodes are to be onboarded to Guardian. The exact detail of components to be monitored from the below list are to be reviewed and prioritised jointly with client.

Infrastructure Node Type [Add/Amend]	No. of Nodes
Windows Servers	Enter value
Linux Servers	Enter value
VMWare ESX Servers	
ANs / Storage in FC Switches	
Network Devices	
AWS configuration (details tbc)	
Azure Configuration (details tbc)	
Kubernetes	
OpenShift	

2.1.2 Guardian Appliance Deployment

The Guardian service will be deployed to the following location(s).

Service	Location
Guardian Appliance	On-Prem / Cloud
Windows Connection Manager	On-Prem / Cloud
Linux Connection Manager	On-Prem / Cloud

2.2 Out of Scope

This section describes what services are out of scope for this SoW. Any server node(s) that are not included in this SoW are not included in this service.

2.2.1 Services

Each of the following services are out of scope for this SoW:

- Project management outside of that which is detailed in this SoW.
- Any components or node types not specifically named in this document. Unless otherwise agreed upon between the Client and Supplier Project Managers.



- Hosting services, hardware, or software licensing of any kind. Except hosting of the Guardian Appliance, which may be provided as part of the End-User License Agreement (EULA).
- Ongoing management and administration for Guardian



3 Description of Service

This section describes the Guardian deployment services, including the expected timeframe, phases, and tasks that are required to be completed.

3.1 Service Timetable

The Commencement Date for the Supplier Services delivered under this SoW will be jointly agreed between the Client and Supplier Project Managers upon receipt of the Purchase Order ('PO') by Supplier. The Supplier shall use commercially reasonable efforts to ensure all Services delivered under this SoW shall be completed within [Months] of the Commencement Date – unless otherwise agreed by Client and Supplier during the Project Plan phase.

3.2 Service Tasks

The tasks required to be undertaken by both the Supplier and Client are outlined in the table below. The precise timeline of these tasks will be jointly agreed between the Client Project Manager and Supplier Project Manager.

Task Description	Requirements	Task Ownership
Project Initiation	Identification of scope, tasks, plans, milestones	Joint
	Confirm role and responsibility assignment, see Section 5 Roles and Responsibilities for more information	Joint
	Agree on plan for governance and reporting	Joint
	Planning workshop to prioritise use cases and target node types	Joint
	Architecture workshop to confirm target architecture for data collection for target node types	Joint
Platform Set Up	Set up & test the Guardian Virtual Appliance	Joint
	Set up the Connection Managers	Joint
	Setup Admin user account(s) & validate with Admin	Joint
	Demo user setup & validation	Joint
	Validate CSI reporting	Joint
Discovery	Onboard up to X node types from core list – i.e. Windows, Unix, Databases, Network	Supplier
	Or onboard complex node Types (x day each)	Supplier
Control	Policy Management walk-through	Supplier
	Document Policy Goals	Supplier
	Setup & configure initial policies	Supplier
	Demo initial policies	Supplier



Task Description	Requirements	Task Ownership
Report	Change Report Demo	Supplier
	Custom Report Framework Demo	Supplier
Notify	Demo of Events & Actions (Notification) System	Joint
	Setup the integration with the agreed Client tool	Joint
Enablement	Admin User System Demo & Training	Joint
	Documents walk-through	Joint
	Support Ticket Walk-through	Joint

3.3 Service Phases

There are six phases to the Guardian deployment service offering in total. The table below describes each phase, including each of the pre-requisites associated with it.

Phase Name	Phase Description	Client Prerequisites
Platform	- During the platform phase the Guardian Virtual Appliance and Connection Managers are deployed and configured. - Configuration includes SMTP relay, user account setup and domain integration /SSO (if applicable) - Install TLS certificate on the Guardian Appliance - Register the Connection Managers to work with the Guardian Appliance	Client Infrastructure SME confirmed availability
		Technical workshop to agree the platform configuration
		Topology diagrams provided to Supplier, if required
		Client firewall configuration
		TLS certificate provided to Supplier for installation on the Guardian Appliance
Discovery	The in-scope nodes are on-boarded to Guardian and includes: - Scanning the network to add the in-scope devices. - Complex nodes such as network devices, databases, etc.	The scope of nodes to be scanned is determined
		Client Infrastructure SME confirmed availability to support additional configuration
Control	- The Supplier trains the Client Administrators to configure the policies and if applicable, CIS Benchmarking is enabled. - The Supplier will setup and demo the initial policies determined by the Client.	Agreed scope of device types to be scanned
		Infrastructure SME confirmed availability to support additional configuration for Complex nodes if applicable



Phase Name	Phase Description	Client Prerequisites
Report	The Supplier will demo: • The Change Report showing changes made on the in-scope nodes • The built in-reports (as agreed as part of the Policy Goals) • The Custom Report Framework	Client availability to attend the Supplier Demo sessions.
Notify	The Supplier will demo and setup the integration between Guardian and the agreed Client tool.	A compatible notification tool
Enablement	The Supplier works with the Client to transition the service from Projects to Operations/Run including walking through configuration documents created as part of the projects and how to log support tickets.	Agreed acceptance criteria to close the project during.

3.4 Deliverables

The Supplier shall deliver the following for each node type as stated in [section 2.1](#) of this SOW:

- Deployment & Enablement for the Guardian service.
- Technical and Service Management Documents agreed as part of project planning.



4 Dependencies and Risks

This section describes the dependencies and risks associated with the Guardian service.

4.1 Dependencies

The following section outlines the dependencies for each phase of this SoW, including who is responsible for ensuring each dependency is met.

Phase	Description	Ownership
Platform	Client creates and takes sole responsible for the operations of all server nodes in scope, except for the Guardian Appliance if hosted by Cloudhouse	Client
Platform	Client is responsible for creating a baseline list of server nodes that are in scope, ready to be scanned	Client
Control	Client will document the Policy Goals	Client
All	Client and Supplier are both responsible for agreeing upon the timeline for any Client change control and/or Client-owned tasks during project planning	Joint
All	Client is responsible for completing all Client-owned tasks, as described in Section 3.2 Service Tasks , within the timeframe agreed between the Supplier and Client Project Managers	Client
All	Client ensures that infrastructure and network SMEs are available to assist the Supplier with discovery, planning, deployment, and configuration of Guardian. The required availability will be jointly agreed upon by the Client and Supplier Project Managers	Client
Report, Notify & Enablement	Client will be available to attend scheduled Guardian demos and training. The required availability will be jointly agreed by the Client Project Manager and Supplier Project Manager.	Client
Report	Client ensures that an SME is available to review and sign off on the configured reports. The required availability will be jointly agreed upon by the Client and Supplier Project Managers	Joint
All	Client ensures that the relevant Client staff are available to attend scheduled Guardian meetings. The required availability will be jointly agreed upon by the Client and Supplier Project Managers	Joint
All	Client provides a Project Sponsor for governance, management, and escalation purposes	Client
All	Client Project Manager is responsible for any internal Change Advisory Board or similar mandated submissions	Client
Platform	Client provides any required License Keys, TLS certificates, and application files as needed, in order to access and operate the application(s) mentioned.	Client



4.2 Risks

The following section outlines the potential risks associated with this service, including who is responsible for ensuring each risk is mitigated.

ID No.	Risks	Owner
PR01	To be completed for each new enagement.	
PR02		
PR03		



5 Roles and Responsibilities

Each project task and the corresponding responsibilities of both Client and Supplier are outlined in the table below, according to a responsibility assignment matrix (RACI matrix).

R = Responsible **A** = Accountable **C** = Consulted **I** = Informed

Project Tasks	Supplier	Client
Guardian Virtual Appliance Provisioned	C & I	R & A
Guardian Connection Managers Provisioned	C & I	R & A
Scanning & Discovery	R & A	C & I
Document Policy Goals	C & I	R & A
Policies Configured & Demo	R & A	C & I
Change Report Demo	R & A	C & I
Notification Tool Integration	R & A	C & I
Enablement & Service Management Transition	R & A	C & I



6 Guardian Environment

The execution of this SoW is dependent on the availability, and access to, the Guardian platform. Depending on what platform setup approach has been agreed upon, as described in [section 3.2](#). Setting up the Guardian platform includes:

- A Guardian Appliance Server required for scanning the in-scope nodes.
- One or more Windows Connection Manager Server(s) required for Windows nodes.
- One or more Linux Connection Manager Server(s) required for other node types (i.e, Linux, network devices, etc).

There are two methods for the platform deployment whereby Supplier or Client can host the Guardian Appliance. The Connection Managers are required to be hosted in the same location(s) as the in-scope nodes agreed in [section 2.1](#).

6.1 Supplier Hosted Guardian Appliance

If it has been agreed for Supplier to host the Guardian Appliance, Client prerequisites and dependencies are reduced, as Client is only required to provision the Connection Managers, see below for more information.

6.1.1 Client Prerequisites

The following table outlines the requirements for provisioning the Connection Managers.

Service	Environment Required	Task Ownership
Connection Manager(s)	Connection Manager(s) should be positioned as close to the target nodes as possible. It is recommended to create a Connection Manager / Connection Manager Group for each data centre, domain, or cloud environment	Client
	Connection Manager(s) can communicate with the Supplier hosted Guardian appliance on port 443 (HTTPS). They must be able to reach the assets they are tasked with scanning on port 22 (SSH, for Linux or network devices) or 5985 (WinRM / Remote Powershell).	Client
	For further technical information please go to https://help.cloudhouse.com/	Client

6.2 Client Hosted Guardian Appliance

If it has been agreed Client will host the Guardian Appliance, there are additional Client prerequisites and dependencies. In this scenario, Client is required to provision a Windows server to be used as the Guardian Appliance, see below for more information.

Service	Pre-requisite	Task Ownership
Guardian Appliance	Provision a vanilla windows server - the exact requirements specification is dependent on the number of in-scope nodes to be scanned.	Client



	A Cloudhouse Guardian support engineer will join a screen-share session to assist with the initial installation of the Guardian application.	Client
	The appliance will need to be accessible over port 443 for: • All Connection Managers • All users accessing the Guardian Web UI	Client
	For further technical information please go to https://help.cloudhouse.com/	
Connection Manager(s)	Connection Manager(s) should be positioned as close to the target nodes as possible. It is recommended to create a Connection Manager / Connection Manager Group for each data centre, domain, or cloud environment	Client
	Connection Manager(s) can communicate with the Supplier hosted Guardian appliance on port 443 (HTTPS). They must be able to reach the assets they are tasked with scanning on port 22 (SSH, for Linux or network devices) or 5985 (WinRM / Remote Powershell).	Client
	For further technical information please go to https://help.cloudhouse.com/	Client

Client is responsible for the creation and availability of these servers to allow Supplier to install and configure Guardian. The timeline for when each server will be available, the access model and the agreed location will be jointly agreed by Client Project Manager and Supplier Project Manager.

Note: Supplier will provide the Client with setup pre-requisites to assist with setting up the Guardian platform.



7 Acceptance

The Services shall be deemed accepted when:

- (a) all Client nodes within the agreed scope of the Services have been successfully scanned by the Guardian Appliance/platform in accordance with this Statement of Work; and
- (b) Supplier has delivered the agreed training sessions and demonstrations to Client.

For the avoidance of doubt:

- (i) acceptance shall not be delayed or withheld due to issues arising from Client systems, environments, access restrictions, or information provided by Client;
- (ii) acceptance is not conditional on the detection of any particular vulnerabilities or the achievement of any specific security outcomes;
- (iii) a node shall be deemed successfully scanned where it has been made available by Client and is capable of being scanned by the Guardian Appliance/platform.
- (iv) use of the Services following completion of the activities in paragraphs 7(a) and 7(b) shall constitute acceptance.

Acceptance under this SoW is subject always to any additional acceptance rights or remedies in the Call-Off Contract. In the event of conflict, the Call-Off Contract shall prevail.



8 Project Governance

Supplier provides project management following its Engagement Model for all projects, to ensure they are delivered on time, to budget, and to quality. A Supplier Engagement Manager is then assigned and responsible for the Engagement Delivery.

8.1 Status Reporting

Supplier Project Manager will have a regular online meeting with Client Project Manager to discuss progress, issues, and next steps. The exact time and day of this call will be jointly agreed by Supplier Project Manager and Client Project Manager. Should an urgent issue that threatens the success or delivery timescale arise, then either party can request an ad-hoc meeting to discuss a potential resolution.

8.2 Change Control

Either party may raise change control notices against the project. Change notices should be presented to the Project Manager of the relevant party in the first instance. Either party has **five working days** to respond to a change notice. Nothing in this Change Control process limits Client's rights under the Call-Off Contract.

8.3 Escalations

If, at any point during the project, Client Project Manager or Supplier Project Manager are unable to come to an agreement on a decision that affects this SoW, the matter will be escalated to Client Project Sponsor and Supplier Project Sponsor. A meeting will be arranged to discuss and agree a stance to resolve the escalated problem.



9 Data Protection

Supplier staff are bound by non-disclosure obligations in respect of any Client data that they may see or encounter.

The parties do not envisage that Supplier will be required to have access to or process personally identifiable data/personal data on behalf of Supplier or Client during the course of providing the Services. To the extent Client is required to transfer personal data to Supplier in connection with this SoW and/or Client requires Supplier to process such data under or pursuant to this SoW in behalf of Client, as a processor or sub-processor: (i) Client shall notify Supplier in writing prior to any such transfer and/or processing; and (ii) the parties rights and obligations in connection with such transfer and/or processing shall be governed by the Cloudhouse GDPR Addendum in the absence of other specific data processing provisions being agreed between the parties.

If Supplier is incorrectly supplied personal or otherwise sensitive data by Client, Supplier will alert Client Project Manager and Client employee who sent the data to agree on a disposal method.

If Supplier needs to access a system which holds live Client data, then Client Project Manager will be made aware, and can advise on the required security steps to be taken. It is the responsibility of Client to ensure confidential or restricted data is not provided to Supplier.

If Client has any specific GDPR requirements that they wish Supplier to undertake Client should make Supplier aware as soon as possible so that any necessary adaptations to the project can be made. Client will not have access to any personal or sensitive Supplier data.

Where Supplier processes personal data on behalf of Client, the data protection provisions of the Call-Off Contract shall apply and shall override any conflicting terms in this SoW or the Cloudhouse GDPR Addendum

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10 Service Effort and Financial Terms

The following section outlines the effort and financial terms of the service provided in this SoW.

10.1 Service Effort

The Supplier working day is 9am to 5:30pm UK time, Monday to Friday, excluding UK bank or public holidays. All work to be conducted by Supplier, as described in this SoW, is to be performed remotely. Out of hours working, Security Cleared resources, site visits, or similar special requests are subject to additional costs and possible changes to timescales. Any additional expenses incurred shall be agreed in advance between Supplier and Client. Any travel expenses are dependent upon the Client providing Supplier a PO in advance of any bookings being made. Any travel costs agreed upon will be invoiced and paid for by Client.

10.2 Service Financial Terms

The associated charges are provided under quote No. XXXXXX, see the table below for a breakdown of the service charges. – Remove Consultancy Days column for fixed price projects

Service	Professional Service Consultancy Days	Service Charge
	X Days	See Call-Off Contract
Total Charge		See Call-Off Contract

10.2.1 Terms

The following terms apply to the above service charge:

- This is a fixed price/T&M engagement. Delete as appropriate.
- Client shall issue a purchase order for the Services on execution of this SoW, to the extent required by Client's procurement process.
- Supplier shall invoice Client in accordance with the Call-Off Contract. Remove for T&M.
- Unless the Call-Off Contract states otherwise, Client pays the invoice within 30 days of a receipt.
- In the event that onsite work is required, it shall be mutually agreed beforehand in writing, and is subject to recharge or expenses at cost.
- Supplier Services cover all Supplier personnel contributing to the project, including but not limited to, the Project Manager and Packaging Implementation Consultant.
- This SoW strictly covers the delivery of Services by Supplier to Client.



11 Software License Terms

This SoW covers the delivery of Services from Supplier to Client. Usage and deployment of the Guardian Service, in any way is subject to the agreement and execution of the Cloudhouse End User License Agreement (**EULA**) by Client.



12 Statement of Work Authorisation

Executed as an agreement between the following parties.

Supplier

Name of Authorised Representative _____

Title of Authorised Representative _____

Signature of Authorised Representative _____

Signature Date _____

Client

Name of Authorised Representative _____

Title of Authorised Representative _____

Signature of Authorised Representative _____

Signature Date _____



13 Terms and Conditions

This Statement of Work is governed by the Call-Off Contract and, subject to Section 1.2 of this SoW, the Terms and Conditions set out below.

1. **Interpretation** – The following definitions and rules of interpretation apply in these Conditions.
 - 1.1. **Business Day**: a day other than a Saturday, Sunday or public holiday, when banks are open for business.
 - 1.2. **Charges**: the charges payable by the Client to the Supplier for the supply of the Services in accordance with clause 6.
 - 1.3. **Conditions**: these Terms and Conditions.
 - 1.4. **Contract**: the agreement between the Supplier and the Client for the supply of the Services as set out in the Call-Off Contract and this Statement of Work.
 - 1.5. **Commencement Date** : the date from which the delivery of the Services commences, as agreed between the Supplier and Client as detailed in the Statement of Work.
 - 1.6. **Client**: the person or firm who purchases the Services from the Supplier as identified in the Statement of Work.
 - 1.7. **Deliverables**: the Deliverables, if any, set out in Statement of Work.
 - 1.8. **EULA**: Cloudhouse End User License Agreement relating to the licensing of the Software.
 - 1.9. **Services**: the Services, including the Deliverables, supplied by the Supplier to the Client as set out in the Statement of Work.
 - 1.10. **Software**: the proprietary software owned by the Supplier and licensed to the Client under the EULA.
 - 1.11. **Statement of Work or SOW**: a statement of work order issued by the Supplier setting out details of the Client, Services, Deliverables, Charges and other relevant provisions, incorporating these Conditions, signed by the Supplier and the Client.
 - 1.12. **Supplier**: Cloudhouse Technologies Ltd, registered in England and Wales with company number 07360219.
 - 1.13. **Work Products**: interim materials and documents provided to the Client by the Supplier used to create the Deliverables.
2. **Basis of Contract**
 - 2.1. The Contract shall come into existence by the written acceptance by the Client of the relevant Statement of Work. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate (in a purchase order or otherwise), or which are implied by trade, custom, practice, or course of dealing. Supply, licence, use and deployment of the Software in any way is subject to the agreement and execution of the EULA by the Client. These Conditions do not apply to the licensing of such Software.
3. **Commencement**
 - 3.1. The delivery of the Services shall commence on the Commencement Date. In addition, the Commencement Date can be delayed by up to 4 weeks by mutual agreement of the Supplier and the Client.
4. **Supply of Services**
 - 4.1. The Supplier shall supply the Services to the Client in accordance with the Contract in all material respects.
 - 4.2. The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only.
 - 4.3. The Supplier warrants to the Client that the Services will be provided using reasonable care and skill and in accordance with good industry practice and all applicable laws.
5. **Responsibilities**
 - 5.1. **Client Responsibilities**. The Client shall: (a) co-operate with and provide reasonable assistance to the Supplier in all matters relating to the SOW and performance of the Services; (b) provide the Supplier with access to its premises, office accommodation, personnel and/or facilities and systems as reasonably required by the Supplier to provide the Services; (c) provide the Supplier with such information, documents, data, materials and other items as the Supplier may reasonably require in order to provide the Services, and ensure



that such information is complete and accurate in all material respects; (d) obtain and maintain all necessary licences, permits and consents reasonably required by the Supplier to permit the Supplier to access, use and/or modify any data, information, systems, infrastructure or software (including third party software or products) owned by or licensed to the Client, as may be required or necessary for the Supplier to perform the Services or otherwise comply with its obligations under the SOW; (e) collaborate with, and act in accordance with the reasonable instructions of, the Supplier; (f) comply with any additional obligations as set out in the SOW; (g) comply with all applicable laws in connection with the receipt and use of the Services and performance of its obligations pursuant to the SOW; (h) inform the Supplier in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services; (i), be responsible for protecting access to and usage of the Software and shall notify the Supplier immediately as soon as it becomes aware or suspects that the Software is compromised; (j) ensure that its network and systems are subject to virus/malware protection and back-up procedures in accordance with best industry practice and use commercially reasonable efforts (including using up to date industry standard virus checking software) to ensure that it does not introduce any virus/malware into the Supplier's network or systems; (k) insure against the risk of loss of data that may be suffered as a result of the performance of the Services as well as against any risk of business interruption; and (l) comply with its obligations under the SOW or these Conditions in a timely manner and promptly inform the Supplier of any expected delays in performance of such obligations.

- 5.2. **Supplier Responsibilities.** The Supplier agrees shall: (a) use commercially reasonable efforts to perform the Services by any agreed performance dates provided it is acknowledged by the Client that the Supplier provides no guarantee that such dates will be achieved; (b) ensure that its network and systems are subject to virus/malware protection and back-up procedures in accordance with best industry practice and use commercially reasonable efforts (including using up to date industry standard virus checking software) to ensure that it does not introduce any virus/malware into the Client's network or systems; (c) comply with the Client's reasonable security and data requirements and/or policies as notified to and accepted (acting reasonably) by the Supplier from time to time when accessing the Client's networks and operating systems in performing the Services; (d) only access Client's networks and operating systems when performing the Services; (e) maintain appropriate physical and technical safeguards for protection of the security, confidentiality, and integrity of the Client's data and confidential information; (f) notify the Client of any known unauthorized access to or use of the Client's networks or operating systems, confidential information or data as soon as reasonably practicable; (g) subject to clause 5.1(d), obtain and maintain all necessary licences, permits and consents within the Supplier's power and control required to enable it to perform the Services and otherwise comply with its obligations under the SOW other than licences, permits and consents necessary to permit the Supplier to access, use and/or modify any data, information, systems, infrastructure or software owned by or licensed to Client, as may be required or necessary for the Supplier to perform the Services; (h) inform the Client in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services; (i) reasonably co-operate with and provide reasonable assistance to the Client in all matters arising under the SOW or otherwise relating to the performance of the Services.
- 5.3. **Supplier Personnel.** For the purposes of this clause "**Supplier Personnel**" shall mean the employees and/or consultants the Supplier employs or engages from time to time. (a) Supplier shall ensure that Supplier Personnel perform the Services in a professional and workmanlike manner and that Supplier Personnel have the requisite skills and experiences to perform the Services; (b) Supplier shall use commercially reasonable efforts to ensure that Supplier Personnel assigned to perform Services for the Client under the Contract will be available to Client until completion of the task(s) intended to be performed by such Supplier Personnel, and the Supplier will use commercially reasonable efforts to maintain consistency of such Supplier Personnel; (c) the Supplier shall, if applicable, undertake appropriate background screening of Supplier Personnel engaged in the provision of Services including criminal background checks based on United Kingdom Baseline Personnel Security Standard (BPSS) level search as a minimum; (d) Supplier agrees and acknowledges, for itself and for any Supplier Personnel, that (i) no Supplier Personnel shall be entitled to any



benefits provided to employees of the Client or its affiliates, whether consisting of participation in an employee retirement, pension, supplemental compensation, defined contribution or similar plan; workers' compensation; disability or other similar benefits; unemployment or other similar insurance or otherwise; and (ii) the Client shall not be responsible for, and Supplier or Supplier Personnel shall be exclusively responsible for, making payment of wages, salary or bonus or other amounts to Supplier Personnel, and for withholding from such members all such amounts and making payments to the appropriate governmental authorities for any and all statutory withholdings and other amounts in connection with any and all governmental taxes due in respect of such wages, salary or bonus or other amounts.

5.4. **Corporate Compliance.** Each party shall: (a) comply with all applicable laws, statutes and regulations from time to time in force relating to (i) anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or equivalent laws in the jurisdiction the party operates; (ii) anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 or equivalent laws in the jurisdiction the party operates; (iii) Human Rights; and (iv) data and privacy laws; (b) not engage in any activity, practice or conduct which would constitute either: (i) UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 or equivalent laws in the jurisdiction the party operates; or (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017 or equivalent laws in the jurisdiction the party operates; and (c) not during the term of the Contract discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010 or any other applicable equality or non-discrimination laws or regulations.

5.5. **Insurance.** During the term of the Contract and for a period of one year afterwards, the Supplier shall maintain in force insurance policies with reputable insurance companies, against all material risks that would normally be insured against by a prudent business in connection with the risks associated with the Contract (including professional indemnity insurance for not less than £1m per claim and in the aggregate) and produce to Client on reasonable request details of such insurances.

6. Charges and Payment

- 6.1. The Charges for the Services are set out in section 10 of the SOW.
- 6.2. The Charges for the Services shall be calculated in accordance with the SOW.
- 6.3. The Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 6.4. Unless the Call-Off Contract states otherwise, the Client shall pay the Supplier in full within 30 days upon receipt of any invoices in GBP (or such other currency as set out in the SOW) and in cleared funds to a bank account nominated in writing by the Supplier.
- 6.5. All amounts payable by the Client under the Contract are exclusive of amounts in respect of Value Added Tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6. Except to the extent permitted or required under the Call-Off Contract, all amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights (**IPR**) in or arising out of or in connection with the Services (other than IPR in any materials provided by the Client) including the Deliverables and the Work Products (**Supplier IPR**) shall be owned by the Supplier.
- 7.2. Subject to payment of the Charges, the Supplier grants to the Client, or shall procure the direct grant to the Client of, a revocable, fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables and any Supplier IPR incorporated into any Deliverable (excluding materials provided by the Client) and other Work Products for the sole purpose of receiving and using the Services and the Deliverables in its



business for its own internal business purposes. Unless otherwise prohibited under the Call-Off Contract, the Supplier may revoke such licence if the Client uses or engages in any action or activity in connection with the Deliverables or Supplier IPR otherwise than as expressly permitted by this Agreement or otherwise breaches the terms of the licence.

- 7.3. The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2 without the Supplier's prior written consent.
- 7.4. The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the duration of the Contract for the purpose of providing the Services to the Client.

8. Limitation of Liability

- 8.1. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 8.1.1. Death or personal injury caused by negligence;
 - 8.1.2. Fraud or fraudulent misrepresentation; or
 - 8.1.3. any other liability which cannot be excluded or limited by law.
- 8.2. Subject to clause 8.1, the Supplier's total liability to the Client under the Contract shall not exceed an amount equal to the Charges. The Supplier's total liability includes liability in Contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 8.3. Subject to clause 8.1, the Supplier shall not be liable for the following types of loss:
 - 8.3.1. Loss of profits or revenue;
 - 8.3.2. Loss of sales or business;
 - 8.3.3. Loss of agreements or contracts;
 - 8.3.4. Loss of anticipated savings;
 - 8.3.5. Loss of use or corruption of software, data, or information;
 - 8.3.6. Loss or damage to goodwill; or
 - 8.3.7. Indirect or consequential loss.
- 8.4. The Supplier has given commitments as to compliance of the Services with relevant provisions in clause 4. In view of these commitments, the Terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5. This clause (8. Limitation of Liability) shall survive termination of the Contract.
- 8.6. This clause 8 (Limitation of Liability) is subject to the limitation and exclusion of liability provisions of the Call-Off Contract. Notwithstanding other provisions of this clause 8, Cloudhouse's liability under the Contract shall be subject to, and shall not exceed, the liability caps and exclusions set out in the Call-Off Contract. Any exclusions or limitations of liability contained in this Contract apply only to the extent they do not conflict with the mandatory liability provisions of the Call-Off Contract or the G-Cloud 15 Framework.

9. Termination

- 9.1. Subject to clause 10.4, either party may terminate the Contract for convenience to the extent permitted by, and in accordance with, the terms of the Call-Off Contract.
- 9.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 9.2.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
 - 9.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;



- 9.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3. Without affecting any other right or remedy available to it, the Supplier may, to the extent permitted by the Call-Off Contract, suspend the supply of Services under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clauses 9.2.2., 9.2.3 or 9.2.4, or the Supplier reasonably believes that the Client is about to become subject to any of them.

10. Consequences of Termination

- 10.1. Subject to clauses 10.4 and 10.5, on termination of the Contract:
 - 10.1.1. the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - 10.1.2. the Client shall return all the Supplier's materials in its possession and any Deliverables which have not been fully paid for.
- 10.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 10.4. Where Client terminates for convenience, Charges shall be payable to the extent permitted under the Call-Off Contract and shall not exceed amounts for work properly performed up to the termination date.

11. General

11.1. Force Majeure

- 11.1.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2. Assignment and Other Dealings

- 11.2.1. Neither party shall assign or , transfer, any of its rights and obligations under the Contract without the prior written consent of the other party provided that Client may assign or novate the Contract in accordance with the Call-Off Contract without Supplier consent.
- 11.2.2. 1 To the extent permitted by the Call-Off Contract, the Supplier has the right to engage independent contractors, sub-contractors and consultants to assist the Supplier in the provision of the Services on behalf of the Supplier.

11.3. Confidentiality

- 11.3.1. Each party may be given access to confidential information concerning the business, products, technology, IPR, affairs, customers, clients, or suppliers of the other party and shall keep such information secret and confidential.
- 11.3.2. Each party undertakes that it shall not at any time disclose such confidential information to any person, except as permitted by clause 11.3.3
- 11.3.3. Each party may disclose the other party's confidential information:
 - 11.3.3.1. To its employees, officers, representatives, subcontractors, or advisers (**Representatives**) who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its Representatives to whom it discloses the other party's confidential information are subject to obligations of confidentiality no less stringent than this clause 11.3 and comply with this clause 11.3, as if they were the recipient. Each party shall be



liable for the actions or omissions of its Representatives in relation to the confidential information as if they were the actions or omissions of the party.

11.3.3.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.4. Neither party shall use the other party's confidential information for any purpose other than for the purposes of the Contract and to perform its obligations under the Contract.

11.3.5. Nothing in this SoW prevents Client from disclosing information as required under the Freedom of Information Act 2000 or transparency obligations applicable to public bodies.

11.3.6. Confidentiality obligations do not prevent disclosure by Client to Crown Bodies for audit or regulatory purposes.

11.4. Entire Agreement

11.4.1. These Conditions together with the Call-Off Contract and (to the extent applicable) G-Cloud 15 Framework constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

11.4.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract or (to the extent applicable) G-Cloud 15 Framework. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract or (to the extent applicable) G-Cloud 15 Framework.

11.4.3. Nothing in this clause shall limit or exclude any liability for fraud.

11.5. Variation

11.5.1. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised Representatives).

11.6. Waiver

11.6.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7. Severance

11.7.1. If any provision or part-provision of the Contract is, or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.8. Notices

11.8.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Contract or otherwise notified to the other party.

11.8.2. Any notice shall be deemed to have been received:

11.8.2.1. If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

11.8.2.2. If sent by next working day delivery service, at the time recorded by the delivery service; and

11.8.2.3. If sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8.2.3., business hours means



9.00am to 5.00pm England, Monday to Friday on a day that is not a public holiday in the place of receipt.

11.8.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.9. Third-Party Rights

11.9.1. Unless it expressly states otherwise, and save to the extent expressly permitted under the Call-Off Contract, the Contract does not give rise to any rights under the Contracts (Rights of Third-Parties) Act 1999 to enforce any term of the Contract.

11.10. Governing Law

11.10.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

11.11. Jurisdiction

11.11.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.