

G-CLOUD TERMS AND CONDITIONS

Cloud Support Services

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Abstract

Terms and Conditions document for G-Cloud 15

Terms and Conditions

This document sets out the general terms and conditions ("Terms") that apply to Lot 3 Cloud Support Services ordered from HRP by a Buyer under G-Cloud 15

1. Application of Terms

1.1. These Terms together with each document for the Cloud Support Services expressly incorporated by reference by these Terms or any Call-Off Contract that incorporates them (collectively, the "**Documentation**") are the complete agreement between HRP and the Buyer for the Cloud Support Services.

1.2. Definitions are set out in the attached Glossary. Capitalised expressions that are not otherwise defined have the meanings prescribed by the G-Cloud Framework Agreement or the relevant Call-Off Contract authorised under it, unless the context requires otherwise.

1.3. These Terms are supplied for use to enable purchase by a Buyer from HRP as Cloud Support Services of time and/or resources for activities that comprise a discrete unit of work, which is required for a limited period and is unlikely to recur on a regular or periodic basis. If more complex requirements arise, then a separate agreement may be required and/or different provisions may apply, as agreed in entering into the appropriate Call-Off Contract or other binding agreement.

2. Duration for each engagement

2.1. Each Agreement shall be effective from the relevant Call-Off Contract's Start Date and continue for the period stated in the Call-Off Contract unless and until terminated by either the Buyer or HRP in accordance with the Agreement.

2.2. Where a Call-Off Contract sets out an end date for its Cloud Support Services, then HRP is not obliged to make its resources available to supply the Cloud Support Services beyond that end date, except to the extent that the Buyer continues to pay for those resources on a time and materials basis.

3. Provision and Use of the Cloud Support Services

3.1. In entering into the Agreement for Cloud Support Services, HRP grants to a Buyer a non-exclusive, non-transferable right during the Term to receive the specific Cloud Support Services described in the applicable Service Definition(s).

3.2. HRP shall use commercially reasonable efforts to make the Cloud Support Services available to the Buyer in accordance with the Agreement, exercising all reasonable professional skill, care and diligence in supplying the Cloud Support Services. HRP warrants to the Buyer that the Cloud Support Services will comply in all material respects with the relevant Service Definition. HRP shall assign personnel of appropriate skills and experience to perform the Cloud Support Services. The Buyer accepts that it is responsible for verifying that the Cloud Support Services are suitable for its own needs.

3.3. Buyers must access and use the Cloud Support Services: only to the extent of authorisations granted by HRP and for the Buyer's own business purposes; and in accordance with any operating instructions, policies and procedures that apply in respect of the Cloud Support Services, as set out or referred to in any of the Documentation or that HRP notifies to the Buyer from time to time.

3.4. In ordering the Cloud Support Services, each Buyer will provide to HRP contact details for the Buyer Contact, who will act as the Buyer's authorised representative and point of contact for HRP for the Agreement and the Cloud Support Services supplied under it. The Buyer may change the Contact Person at any time by providing prior notice to HRP.

3.5. The parties will consult and co-operate with one another in respect of the delivery of each agreed order for Cloud Support Services, each using reasonable endeavours to perform allocated tasks and within agreed timelines.

3.6. A Buyer is not authorised to sell, resell, lease or sublicense to any third party direct access to the Cloud Support Services nor permitted to provide hosting or timesharing services via the Cloud Support Services to others, unless and except as expressly set out in an agreed Call-Off Contract and the Service Definition(s) it references.

4. Buyer Responsibilities

4.1. Each Buyer is solely responsible for:

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4.1.1. Ensuring that the infrastructure that the Buyer uses to access the Cloud Support Services is compatible with the interfaces provided for the specific Services.

4.1.2. Its data including for backing up and saving any Buyer Data and any other data registered, stored or processed by the Buyer and any of its End Users in connection with the Cloud Support Services except (and then only to extent) set out in an agreed Call-Off Contract and the Service Definition(s) it incorporates.

4.1.3. All use and management of the Buyer's user credentials for the Cloud Support Services including any passwords required for their access or use. Any Charges or other liabilities incurred as a consequence of the Buyer's, End Users' or any other third party's use of the Buyer's user credentials are payable by the Buyer.

4.1.4. Obtaining all necessary permissions to use, provide, store and process Buyer Data and other data provided or transmitted by the Buyer or its End Users in connection with the Cloud Support Services. In entering into a Call-Off Contract, each Buyer grants to HRP and its affiliates permission to use such data for the purposes of providing the Cloud Support Services to the Buyer and any End Users.

4.1.5. Taking adequate precautions within the Buyer's own infrastructure to prevent the spread of viruses or malicious software.

4.1.6. Complying (and ensure that End Users must also comply) with licence or restrictions or directions of use in respect of any Third Party Software provided by HRP in delivering any of the Cloud Support Services.

4.1.7. Complying with all statutory and other legal requirements applicable to the Buyer's and its End Users' conduct and operations.

4.2. Each Call-Off Contract may also prescribe other responsibilities or dependencies that a Buyer will need to meet for HRP to provide the Cloud Support Services as described. Other dependencies might include, by way of example, requirements for documents and information, as well as requirements for Buyer representatives to attend certain meetings and for access to certain Buyer Data, systems and resources. HRP is only obliged to deliver the Cloud Support Services as described if the Buyer takes the steps identifiable in the relevant all-Off Contract as Buyer responsibilities or dependencies.

5. Performance Management

HRP will be excused from delay in performing, defective performance and non-performance under the Agreement to the extent each results from an act or omission of the Buyer that unreasonably prevents or delays HRP from performing. Should a delay or defect arise in respect of HRP's performance as a result, then HRP shall be entitled to amend the affected Cloud Support Services, delivery schedule and/or Charges with no liability and to charge as part of the Charges, at HRP's discretion, any additional costs incurred by HRP and arising from the Buyer's failure, act or omission. HRP will take steps to mitigate the impact of any failure.

6. Acceptable Use

6.1. Each Buyer must not: exceed any usage limits or restrictions set out in any agreed Call-Off Contract or the Service Definition(s) it references; or engage in or allow any End User to engage in any conduct in connection with the use of any of the Cloud Support Services that is unlawful, fraudulent, defamatory, offensive or obscene, or that may cause harm or damage in respect of any person, network or system.

6.2. If HRP determines that the Buyer has not complied with this obligation, then HRP may take any measures that it deems appropriate to resolve the Buyer's non-compliance and resulting risks arising, without prior notice to the Buyer. These steps may include deleting or blocking all or any portion of the information transmitted or displayed by the Buyer or its End Users using the Cloud Support Services, suspending the Cloud Support Services or terminating the Agreement immediately for breach incapable of remedy.

7. Minimum Commitments

Certain Cloud Support Services (in whole or in part) may be subject to minimum commitments, where and as set out in the Agreement or any part of its Documentation or otherwise agreed in writing from time to time. If minimum commitments apply, then these comprise the minimum volumes and/or duration for which the Buyer agrees to use (or permit HRP to use to calculate the amounts payable for using and accessing) the relevant Cloud Support Services (each, a "**Minimum Commitment**"). If a Buyer terminates use of the Cloud Support Services before a Minimum Commitment has been met, then the amounts payable as part of the Charges in the event of early termination will include the value of the then remaining Minimum Commitment.

8. Payment and Pricing

8.1. The Buyer shall pay the Charges for the Cloud Support Services within 30 days of the date of invoice ("**Due Date**"), together with any Value Added Tax and any other applicable sales taxes at the prevailing rates.

8.2. HRP may invoice the amounts payable for the Cloud Support Services on a monthly basis from the Call-Off Contract's Start Date. Charges are invoiced monthly in arrears, except where otherwise stated in a Call-Off Contract. For Buyers this means that each invoice for Charges that are payable in arrears will cover the Charges incurred during the month immediately preceding the month of invoice.

8.3. Where the Charges are calculated based on daily or hourly rates:

8.3.1. Rates apply for a professional, working day of eight hours of chargeable time. Additional hours are available as required by the Buyer, except that overtime will apply in calculating the Charges for time worked by an individual in excess of eight hours during any working day and for hours required by the Buyer for non-working days. These Charges will be calculated by applying multipliers to the applicable rates of 1.25 for Saturdays and for hours in excess of eight hours on any working day, 1.5 for Sundays and 2 for public holidays, or as otherwise agreed in entering into the Call-Off Contract.

8.3.2. These Charges exclude (and each Buyer will also on request reimburse to HRP) expenses in categories authorised for reimbursement by a Call-Off Contract, where actually incurred by HRP or its staff in providing the Cloud Support Services. HRP will provide the Buyer with reasonable evidence of expenses incurred, where chargeable to the Buyer and reasonably required to verify a claim for payment.

8.4. Where the Cloud Support Services are priced on a consumption basis, unless otherwise stated in the Call-Off Contract, the rates used to calculate the Charges will apply in the event of any usage during a measurement period (not only for usage for the entirety of the measurement period).

8.5. If the Buyer has not paid an invoice by its Due Date, then HRP may charge and the Buyer will pay upon receipt of invoice interest calculated on a daily basis, from its due date until the payment in full, at the rate of 4% per annum over the base rate of Barclays Bank in force from time to time. HRP may also at its option and without prejudice to this or any other right or remedy suspend performance of the Services until amounts then outstanding for them are paid.

8.6. The Buyer is responsible for and agrees to pay directly to the appropriate government authority any withholding tax prescribed by applicable law. The Buyer will consult and cooperate with HRP in seeking a waiver or reduction of such taxes, to the extent these arise in respect of any amounts paid or payable under this Agreement.

9. Termination Rights

Termination rights as prescribed by the Call-Off Contract and the applicable service Definition(s) will apply. In addition, except as otherwise prescribed in an agreed Call-Off Contract, either the Buyer or HRP may end a Call-Off Contract for Cloud Support Services at any time for convenience on 30 days prior written notice to the other party or, at any time, by mutual written agreement.

10. Termination Consequences

10.1. Upon termination for any reason:

10.1.1. The Buyer's rights under the Agreement to use or access any of the Cloud Support Services supplied under it will also end.

10.1.2. The Buyer will remain responsible for and must promptly pay to HRP all amounts incurred for all of the Cloud Support Services then rendered up to the date of termination, including for tasks in-process that complete after the date of termination, together with any termination fees prescribed by the relevant Call-Off Contract as payable when the Agreement ends.

10.1.3. In the event of early termination by the Buyer or for the Buyer's breach, these Charges may, at HRP's discretion, include those costs reasonably incurred by HRP in anticipation of performance of the affected Cloud Support Services as planned to the extent these cannot reasonably be eliminated, including any early termination costs HRP incurs in connection with cancelling any Third Party Software licences and other secondary contracts entered into in anticipation of performance in respect of the Buyer.

10.2. Rates that apply to calculate the Charges payable in a Buyer's final invoice are not discounted in the event of termination part way through a unit measurement period.

10.3. In meeting its obligations to destroy or return to the Buyer any Buyer Confidential Information, HRP shall be entitled to charge on a time and materials basis for returning or destroying any Buyer Data, as its retrieval is the Buyer's responsibility unless otherwise expressly stated in the relevant Call-Off Contract; and HRP shall not be obliged at the end of a Call-Off Contract to return copies of any computer records or files containing Confidential

Information that are not readily identifiable and/or retrievable and created as a consequence of automatic backup procedures; or documents and other data incorporating or based on Confidential Information where retention is required by law or any applicable governmental or regulatory authority. Any information that is not returned or destroyed remains subject to the obligations of confidentiality arising under or in connection with the Call-Off Contract.

11. Post-Termination

11.1. HRP is not obliged to continue to provide the Cloud Support Services or to host or store any Buyer Data after the Agreement ends. Post-termination assistance and any requirements for hosting, storage or other services after the Agreement ends are instead subject to mutual agreement by the parties before the Agreement ends about the specific requirements and the applicable charges. If for example, an exit plan and any handover to a replacement supplier is proposed for a Buyer in an Order Form, then HRP will supply this assistance as Additional Services as agreed in finalising the Documentation.

11.2. Where post-termination assistance is agreed in the Documentation or otherwise in writing as a requirement for a particular Buyer, then for 30 days following termination (or such other period as the relevant Documentation prescribes):

11.2.1. HRP will not erase as a result of termination any of the Buyer Data or the Buyer's account credentials.

11.2.2. The Buyer may retrieve from the Cloud Support Services any Buyer Data, if not already retrieved, where and to the extent that the Buyer has paid to HRP any charges for post-termination use of the Cloud Support Services and all other amounts due.

12. Software Installation

12.1. To the extent that the Cloud Support Services involve the installation, implementation, integration, maintenance or upgrade of Third Party Software, the Buyer acknowledges that:

12.1.1. HRP is not the author, developer, provider or seller of the Third Party Software and instead has been retained solely to install, implement, integrate, maintain or upgrade the Third Party Software in the Buyer's current computing environment.

12.1.2. HRP will not be liable for any defects, flaws, programming errors, inefficiencies or malfunctions in any the Third Party Software, or for any lack of functionality in or non-performance of the Third Party Software, unless otherwise expressly agreed in the applicable Service Definition(s).

12.1.3. Its exclusive remedies with respect to the Third Party Software will be against its vendor or provider. Therefore, the Buyer will not assert against HRP any claim based on or related to the Buyer's use of any Third Party Software, which will be governed solely by the terms of the Buyer's licence agreement with the Third Party Software's provider.

13. Buyer Data

13.1. Each Buyer acknowledges and agrees that HRP makes no representations whatsoever regarding the Buyer Data and is in no way responsible or liable for monitoring or otherwise ensuring the integrity, completeness or accuracy of any of the Buyer Data or any other data transmitted or processed by or for the Buyer except where and as expressly stated in a Service Definition. The Buyer will, on demand, indemnify and hold HRP harmless against and resolve any losses, expenses, damages or costs incurred by HRP and arising in relation to any third party claims or proceedings in respect of the Buyer Data and any other data provided or transmitted by the Buyer using any of the Cloud Support Services.

13.2. Where any Buyer Data remains in an environment owned or operated by HRP after the Agreement ends, then HRP may unilaterally delete such data at any time. However, if HRP and the Buyer have expressly agreed prior to termination a requirement for HRP to provide for the Buyer any post-termination assistance, then HRP will not exercise this right while any agreed post-termination assistance continues.

14. IPR – ownership and licensing

14.1. The Buyer and HRP each acknowledge and agree that:

14.1.1. There shall be no change as a result of the Agreement appointing HRP to supply the Cloud Support Services in the ownership of the Intellectual Property Rights in any material or items existing as at the Start Date.

14.1.2. The Intellectual Property Rights that exist in respect of the Cloud Support Services (including related software and content) and any modifications to the same are owned and shall continue to be owned by and vest in HRP and/or its licensors.

14.1.3. All Buyer Data shall be and remain the property of the Buyer and neither HRP nor any of its licensors or subcontractors shall obtain any Intellectual Property Rights or other rights in relation to such Buyer Data.

14.1.4. Except as stated in an agreed Call-Off Contract, HRP in entering into a Call-Off Contract grants to the Buyer a non-exclusive, perpetual licence to use, reproduce, adapt and enhance, for the purposes of the Buyer's ongoing business operations, those aspects of the Deliverables specifically created or adapted for the Buyer by HRP in the course of performing the required Cloud Support Services.

14.2. Where the Cloud Support Services will involve the Buyer accessing or using Third Party Software (which may include open source software), the Buyer agrees that use of the software is subject to (and the Buyer must abide by) any then current Third Party Software terms and conditions of use, as notified to the Buyer in the applicable Service Definition(s) or otherwise by HRP in writing, which will prevail over these Terms to the extent of the inconsistency. The Documentation may also specify policies, rules or restrictions that apply to how the Cloud Support Services may be used and how any web or other applications that use or interface with the Cloud Support Services may be built, with which the Buyer and its End Users must comply.

14.3. HRP may terminate the provision of Third Party Software due to, among other reasons, the expiration or termination of the applicable licence. HRP shall endeavour to notify the Buyer prior to such expiration or termination and the Buyer must cease use of such software by the applicable expiration or termination date, and where technically possible, delete such software. If the Buyer fails to promptly cease using and delete such software, then HRP may unilaterally delete or block access to any HRP owned or licensed component or resource in which such software is stored.

14.4. Each Buyer must not do anything and must not permit any End User or any other person that it is responsible for to do anything to jeopardise HRP's or its licensors' Intellectual Property Rights. Except to the extent that such restrictions are expressly prohibited by applicable law, the Buyer shall not (and shall not permit End Users to) create any derivative works based on any aspect of the Cloud Support Services or otherwise adapt, publicly transmit, make transmittable, reproduce, copy or reverse engineer (including by reverse-compiling, reverse-assembling or engaging in any other act of analysing undisclosed internal structures in respect of) any part of the Cloud Support Services, HRP environment (computers, servers, networks, systems) or its or their components.

14.5. In interpreting the Call-Off Contract's provisions, in no circumstances will HRP be liable or responsible for any claims in respect of Intellectual Property Rights to the extent based on non-HRP owned or licensed products and/or services, items not provided by HRP as part of the Cloud Support Services or for any violation of law or third party right caused by Buyer Data or the materials, designs or specifications of the Buyer's End Users.

15. Confidentiality

15.1. Confidentiality obligations as prescribed by the Call-Off Contract will apply to Confidential Information. In interpreting these provisions, in choosing to order any of the Cloud Support Services, each Buyer consents and agrees that: HRP may access and inspect (and, where required by law or with permission, disclose to third parties) Buyer Data, only for the purposes of and to the extent necessary to:

15.1.1. Operate the Cloud Support Services and perform the Agreement.

15.1.2. Comply with applicable law including to respond to any allegation of non-compliance or infringement arising from any third party.

15.1.3. Permit access for the purposes of an audit or regulatory or criminal investigation where access is expressly ordered by an authority of competent jurisdiction, mandatory under applicable law or regulations or required by a regulator or regulatory body to which HRP or any member of its group is subject.

15.1.4. Act in a manner that the Buyer has expressly authorised in writing.

16. Liability

16.1. In interpreting the liability provisions prescribed by each Agreement, HRP and the Buyer acknowledge and agree that, in respect of HRP's Cloud Support Services:

16.1.1. If any service credits or other pricing adjustments ("**Service Credits**") apply, as prescribed by the relevant Service Definition, then application of the Service Credits to an invoice will: comprise the Buyer's sole remedy in respect of any failure by HRP to meet the service levels triggering the Service Credit; and be received by the Buyer in full and final satisfaction for any claim arising as a result of the failure to achieve the relevant service level.

16.1.2. HRP shall not be liable in any circumstances for any damages, costs, expenses or other liabilities arising from any reasons that are not directly attributable to HRP, whether foreseeable by HRP or not.

16.1.3. HRP is not responsible for backing up or restoring any Buyer Data, unless and to the extent expressly described in the applicable Service Definition.

16.1.4. The extent of HRP's liability for the types of loss listed at clause 4.5 of the G-Cloud Framework Agreement will be only to the extent such losses directly arise as result of the breach giving rise to the specific claim.

16.1.5. Each party has a general duty to mitigate any loss or damage that it suffers.

16.2. Nothing in the Agreement affects or restricts the liability of the Buyer to pay the Charges or any other sums falling due for payment by the Buyer under the Agreement nor the liability of HRP to apply to the Charges any Service Credits.

17. General

17.1. **Warranties:** Except as expressly provided in these Terms, HRP, excludes to the full extent permitted by law all express or implied warranties, representations, terms and conditions regarding the Cloud Support Services, the Service Portal and their use (including any warranty that the Services or third party services will be uninterrupted or error-free or free from security vulnerabilities, or that the Buyer's data will not be maliciously attacked or accessed). To the fullest extent permitted by law, all warranties and conditions which might have effect between the parties or be implied or incorporated into the Agreement for any reason are excluded, except for those set out in these Terms. Warranties will not apply if there has been: misuse, modification or damage to any component of the Cloud Support Services or its underlying environment which is not caused by HRP; or any failure by the Buyer or End Users to comply with instructions issued by HRP in respect of the Cloud Support Services.

17.2. **Data Analytics:** By using any of the Cloud Support Services, each Buyer consents to HRP collecting and using technical information about the devices the Cloud Support Services are accessed and used on and from and related software, hardware and peripherals to improve HRP's products and to provide any Cloud Support Services to the Buyer and any other Buyers.

17.3. **Intrusion Detection:** HRP may install any intrusion detection system ("IDS") in HRP's equipment in order to help detect communications attempting to disrupt or disable any of the Cloud Support Services, hack into HRP's equipment, or perform hacking using HRP's equipment, including equipment installed for providing the Cloud Support Services (collectively, "**Offensive Communication**"). The contents of any communications with HRP's equipment or using HRP's equipment may be verified by HRP through the IDS to determine whether such communications are Offensive Communications. HRP may tabulate and analyse the records of Offensive Communication obtained with the IDS, create statistical data and use and process the same, only for purposes of improving the security of any of the Cloud Support Service and HRP's other products and services. Such statistical data may be publicly announced where anonymised (meaning to the extent that it does not identify the Buyer or any security vulnerabilities in respect of its data) for the research, development, improvement, enlightenment or other purposes related to enabling information security. By accessing any of the Cloud Support Services, the Buyer acknowledges and consents to proceeding in this way.

17.4. **Access and Audit Rights:** Buyers shall not have any automatic right to enter or gain access to HRP's premises in connection with the use of the Cloud Support Services, except to the extent permitted for the purposes of audits that are mandatory under G-Cloud and then only in compliance with: the express provisions of a Call-Off Contract executed under it; and HRP's instructions regarding access, at all times taking steps to protect and maintain the security of the Cloud Support Services and minimise disruption. Audit rights under any Call-Off Contract do not extend to permitting access to HRP's servers or technology stacks.

17.5. **Data Protection and Compliance:** The Buyer and HRP shall each comply with the requirements of Data Protection Legislation in connection with any Personal Data passed by the Buyer to HRP in connection with HRP's provision of the Cloud Support Services. The parties acknowledge that the Buyer is the Controller (and authorised to appoint HRP to provide the Cloud Support Services) and HRP is the Processor, if and to the extent that any Personal Data is processed in connection with these Terms. By permitting any access to Personal Data, the Buyer consents to HRP's Processing and represents and warrants that the Buyer has the rightful authority to lawfully entrust such data to HRP for Processing. Where HRP provides assistance to the Buyer in accordance with clauses 12.2, and Schedule 7 of the G-Cloud Call-Off Contract, HRP may charge the Buyer on a time and materials basis at HRP's standard applicable rates for time spent in providing this assistance unless otherwise stated in the Call-Off Contract

17.6. HRP Group: HRP and its affiliates and their subcontractors may process and store business contact information of Buyer personnel wherever they do business in connection with performing the Agreement and enabling the provision of the Cloud Support Services in accordance with these Terms.

17.7. Advisory Services: HRP shall not be liable for the Buyer's take up, non-take up or other discretionary use of the information provided by HRP or of any of the recommendations or options generated from work under a Call-Off Contract.

17.8. Force Majeure: 'Force Majeure Events' and the operative provisions as prescribed by G-Cloud apply. In interpreting these provisions, the parties agree that causes beyond a parties reasonable control include, by way of example, attacks and illegal acts by any third parties or for delays or failures arising from natural disasters, war, riots, conflicts, acts of terrorism, power outages or defects or malfunctions in networks, equipment or software.

17.9. Severability: If at any time any provision of this Agreement is found by any court or other competent authority to be illegal, invalid or unenforceable in whole or in part, it shall not affect or impair the legality, validity or enforceability of any and all other provisions of this Agreement.

17.10. Website Terms: Access to and use of any Service Portal associated with the Cloud Support Services may be subject to terms of use and any policies that these incorporate by reference. Buyers must also comply with these requirements, or the Buyer and its End Users will not be authorised to use (and must not use) the relevant Service Portal for the Cloud Support Services.

17.11. Interpretation and Conflicts: Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression will be construed as illustrative and not limit the sense of the words preceding those expressions. These Terms have been developed for the purposes of G-Cloud only. In the event that other terms of use for the Cloud Support Services are notified to a Buyer as part of applying to register for access to any of the Cloud Support Services, then these Terms will prevail, to the extent and for the duration of any consistency and then only in respect of orders placed using a Call-Off Contract.

17.12. Non-Solicitation: Neither party will (except with the other's prior approval) while an Agreement is in effect and for a period of six months after it ends solicit the employment or services of any of the other party's personnel engaged in connection with the provision of the Cloud Support Services or any of them. This does not prevent a party from hiring a person who has applied for a role as a consequence of a national advertising campaign open to all-comers and not specifically targeted at the other party's personnel.

17.13. Governing Law: These Terms and any dispute or claim arising out of or in connection with them or their subject matter or in respect of the formation of each Agreement under them (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. In entering into each Agreement, each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and their subject matter or formation (including non-contractual disputes or claims).

In these Terms, unless the context requires otherwise, the following expressions have the following meanings:

Agreement	Each Call-Off Agreement entered into for the Cloud Support Services, as modified by these Terms.
Buyer	The UK public sector body or other Contracting Authority purchasing the Cloud Support Services, as identified in its Call-Off Order Form.
Buyer Contact	The person the Buyer appoints as its point of contact for the Call-Off Contract and in respect of the Cloud Support Services, as updated by notification to HRP from time to time.
Buyer Data	Has the meaning prescribed by the Call-Off Contract. For the purposes of these Terms, 'Buyer Data' comprises all data, information and material, including application software and any data, text, audio, video, images or other content, that the Buyer or End Users provide, transmit or store using any of the Cloud Support Services.
Deliverables	Any documentation, reports, designs, specifications, works and original software supplied by HRP for a Buyer as a specific deliverable in performing the Cloud Support Services, excluding any HRP Intellectual Property.
End User	Any person or entity that the Buyer permits to access or use any of the Cloud Support Services or any Buyer Data.
HRP	HRP Consultancy Limited. For the purposes of these Terms, any member of the HRP group of companies may fulfil the obligations that apply to HRP.
HRP Intellectual Property	Any templates, software, methodologies, tools, compilers, specifications, concepts, techniques, documentation, works and/or data and any similar material utilised by HRP in the performance of the Cloud Support Services (including any modifications, improvements or enhancements of the same) which originated from or has been developed by HRP, its affiliates or third parties outside of the scope of the Cloud Support Services or which is purchased by or licensed to HRP, together with the IPR related to any of the foregoing. 'Confidential Information' includes HRP Intellectual Property.
Service Definition	Each description for the Cloud Support Services which, for the purposes of G-Cloud, is as published at the Digital Marketplace, as may be updated or replaced from time to time in accordance with the Framework Agreement.
Service Level Specification	A document made available by HRP to the Buyer designated as a 'Service Level Specification' and describing the service levels applicable to any of the Cloud Support Services. For the purposes of G-Cloud, information about service levels may be supplied within a Service Definition.
Service Portal	Any website or pages operated by or for HRP and accessed by a Buyer using its credentials in accessing and using the Cloud Support Services it orders under these Terms.
Cloud Support Services	The cloud products and/or technical, business or consultancy services made available by HRP to a Buyer as G-Cloud Services for Lot 3 under or in connection with these Terms.
Term	The term of the Call-Off Agreement from its Start Date until expiry or termination, in accordance with these Terms or the Call-Off Contract that incorporates them.
Third Party Software	Any third party software programme or application.