

Digiblu Managed Cloud Automation Support Service Terms and Conditions (G-Cloud 15 Lot 3: Cloud Support)

Version: 1.0

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1. About this document

These Service Terms and Conditions (Supplier Terms) apply to the Digiblu Managed Cloud Automation Support service listed on the Digital Marketplace under G-Cloud 15 Lot 3 (Cloud Support).

These Supplier Terms are intended to sit alongside the G-Cloud 15 framework agreement, the G-Cloud call-off contract and the buyer's Order Form. They explain how Digiblu will deliver this specific service.

2. Order of precedence

If there is any conflict between documents, the following order of precedence applies (highest first):

1. the G-Cloud 15 framework agreement
2. the buyer's Order Form (including any completed call-off schedules)
3. the G-Cloud call-off contract
4. these Supplier Terms

Where these Supplier Terms are silent, the G-Cloud call-off contract and Order Form will apply.

3. Definitions

In these Supplier Terms:

- Buyer means the public sector organisation purchasing the service via the Digital Marketplace.
- Supplier, Digiblu, we, us means DigiBlu UK Limited (company number 12015792).
- Service means Digiblu Managed Cloud Automation Support as described in the Service Definition, delivered under the applicable Order Form.
- Service Tier means the tier selected by the Buyer: Tier 1 - Standard Support, Tier 2 - Enhanced Support, or Tier 3 - 24/7 Critical Support.

- Service Hours means the monthly allocation of support hours included in the chosen Service Tier.
- Incident means an unplanned interruption to the Buyer's supported service or a reduction in its quality.
- P1, P2, P3, P4 mean the Incident priority levels defined in section 8.
- Statement of Work (SoW) means a written statement agreed by the parties for work outside the managed support scope (if used).

4. Who provides the service

- Supplier: DigiBlu UK Limited.
- Registered office: C/O CBHC, Steeple House Suite 3, First Floor, Church Lane, Chelmsford, Essex, CM1 1NH, United Kingdom.
- Buyer point of contact: as stated in the Order Form.
- DigiBlu point of contact: as stated in the Order Form.

5. Scope

We will deliver the Service in line with the Service Definition and the Buyer's chosen Service Tier. The Service typically includes:

- managed support for cloud-hosted workloads and related automation (for example, monitoring, incident management, remediation and runbook-based operations);
- cloud automation support, including minor improvements and optimisation within the included Service Hours;
- service reporting and service review meetings (cadence as agreed in the Order Form).

Out of scope (unless explicitly included in the Order Form) includes:

- cloud platform consumption charges (for example, Azure, AWS or GCP usage) and third-party licence costs;
- major change, new automation build, or significant redesign work (normally delivered under a separate SoW or call-off variation);
- support for systems not listed in the Order Form.

6. Service tiers

The Buyer must select one Service Tier. The included Service Hours and standard coverage are shown below (fees are in the Pricing Document):

Service Tier	Service Hours included	Support coverage
Tier 1 - Standard Support	20 hours per month	Mon-Fri, 09:00-17:00 UK
Tier 2 - Enhanced Support	40 hours per month	Mon-Fri, 08:00-18:00 UK

Tier 3 - 24/7 Critical Support	60 hours per month	24/7 monitoring P1 on call (24/7) P2 to P4 core hours
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Service Hours are used across agreed activities (for example, monitoring, incident response, requests and minor improvements) unless stated otherwise in the Order Form.

Carry-over of unused Service Hours is permitted only as stated in the Pricing Document for the selected tier. Unused hours outside the allowed carry-over period expire.

7. Ordering, onboarding and start of service

7.1 The Buyer orders the Service by completing an Order Form under the G-Cloud framework and agreeing the start date.

7.2 We may carry out an onboarding and service transition activity to confirm scope, access, monitoring and runbook alignment. If a one-off onboarding fee applies, it will be stated in the Pricing Document and the Order Form.

7.3 The Service will start on the date agreed in the Order Form (Service Commencement Date).

8. Support model and incident management

8.1 How to raise a request or incident: the Buyer may raise requests and incidents via the service desk channels agreed in the Order Form (for example email or ticketing tool).

8.2 Priority definitions:

- P1 (Critical): a complete loss of a mission-critical service, or a severe security incident, with no viable workaround.
- P2 (High): a major degradation of a critical service, or a significant impact with a workaround available.
- P3 (Medium): a partial loss of non-critical functionality or performance issue with limited impact.
- P4 (Low): service request, minor defect or general query.

8.3 Target response and update times are as set out in the Service Definition and/or Order Form. Where no targets are stated, we will respond within a reasonable time, taking account of the Service Tier and severity.

8.4 The Buyer must provide timely information and access needed to investigate and resolve incidents.

9. Buyer responsibilities

The Buyer will:

- provide accurate information about the supported environment and agreed scope;
- provide appropriate and timely access (including privileged access where necessary) and maintain nominated contacts;
- maintain and pay for any cloud platform accounts, subscriptions and licences required for the supported services;
- maintain their own business continuity and disaster recovery arrangements unless the Order Form states otherwise;
- use the service reasonably and in line with applicable laws and policies.

10. Subcontractors and third parties

We may use subcontractors to deliver parts of the Service. We remain responsible for the performance of the Service under the call-off contract.

Where the Service interacts with third-party platforms or tools (for example, a cloud provider), the Buyer's separate agreement with that third party will apply to the third-party service.

11. Charges, invoicing and payment

11.1 Charges are set out in the Pricing Document and the Order Form. All prices are exclusive of VAT unless stated otherwise.

11.2 We will invoice in accordance with the Order Form. Unless otherwise agreed, we invoice monthly in arrears for service fees and any approved overage.

11.3 If the Buyer requests work outside scope, we will agree the approach and charges in advance (for example as a separate SoW or call-off variation).

12. Change control

Any material change to scope, tiers, supported systems, service levels or other key terms must be agreed in writing via the Order Form and/or call-off contract change process.

13. Data protection

13.1 Each party will comply with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.

13.2 Unless the Order Form states otherwise, the Buyer is the Data Controller and Digiblu is the Data Processor for any personal data processed as part of the Service.

13.3 We will process personal data only on documented instructions from the Buyer, implement appropriate security measures, and notify the Buyer without undue delay after becoming aware of a personal data breach relating to the Service.

13.4 We will not appoint a sub-processor for personal data processing without ensuring appropriate contractual protections are in place. Where the call-off contract requires Buyer approval for sub-processors, we will follow that process.

14. Information security

We will operate reasonable and proportionate technical and organisational measures to protect information processed in delivering the Service. Any specific security requirements must be stated in the Order Form or Service Definition.

15. Confidentiality

15.1 Each party will keep confidential the other party's confidential information and will use it only for the purpose of performing the call-off contract.

15.2 Confidentiality obligations do not apply to information that is lawfully public, already known without restriction, independently developed, or required to be disclosed by law (including under the Freedom of Information Act 2000).

16. Freedom of Information and transparency

If the Buyer is subject to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or similar obligations, the Buyer may be required to disclose information. We will provide reasonable assistance to the Buyer in responding to requests, as required by the call-off contract.

17. Intellectual property

17.1 Pre-existing intellectual property: each party retains ownership of its pre-existing intellectual property.

17.2 Service outputs: where we create new deliverables specifically for the Buyer under a call-off contract, ownership will be as set out in the G-Cloud call-off contract and/or Order Form.

17.3 We grant the Buyer a licence to use any Digiblu materials provided as part of the Service only to the extent needed to receive and benefit from the Service.

18. Warranties

We warrant that we will provide the Service with reasonable care and skill.

19. Liability

19.1 Nothing in these Supplier Terms limits or excludes either party's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any other liability that cannot be limited or excluded by law.

19.2 Subject to section 19.1, neither party will be liable for indirect or consequential losses, or for loss of profit, revenue, anticipated savings, business or goodwill.

19.3 Subject to section 19.1 and to the extent permitted by law, Digiblu's total liability arising out of or in connection with the Service (whether in contract, tort or otherwise) is capped at the total charges paid or payable by the Buyer for the Service in the 12 months immediately preceding the event giving rise to the claim.

19.4 The Buyer remains responsible for decisions and actions taken on the basis of advice, recommendations or outputs provided under the Service, except to the extent required by law.

20. Term and termination

20.1 The Service term is as stated in the Order Form.

20.2 Termination for convenience: after any minimum term stated in the Order Form, the Buyer may terminate the Service on 30 days' written notice.

20.3 Termination for cause: either party may terminate the Service if the other party commits a material breach and (where the breach is capable of remedy) fails to remedy it within 30 days of written notice.

20.4 On termination, the Buyer must pay all undisputed charges due for Services delivered up to the termination date, including any approved overage.

21. Exit and handover

21.1 On request and subject to payment of undisputed charges, we will provide reasonable exit assistance to support transition to the Buyer or another supplier. The scope and charges for exit assistance will be agreed in the Order Form and/or on a time and materials basis.

21.2 We will return or delete Buyer data in our possession or control as required by the call-off contract, subject to any legal retention obligations.

22. Force majeure

Neither party will be liable for delay or failure to perform its obligations due to events outside its reasonable control, provided it uses reasonable endeavours to mitigate the impact.

23. Notices

Notices must be in writing and sent to the addresses (or email addresses) set out in the Order Form, unless the parties agree updates in writing.

24. Governing law and jurisdiction

These Supplier Terms and any dispute or claim arising from them will be governed by the laws of England and Wales, and the courts of England and Wales will have exclusive jurisdiction, subject to the G-Cloud call-off contract.

Accessibility statement for this document

This document has been prepared in an accessible format. It uses structured headings, simple tables, and plain language. If you need this document in an alternative format, please contact Digiblu using the contact details in the Order Form.