

INFOTECHTION LIMITED

G-CLOUD 15 SUPPLIER TERMS
(V 0.2)

Preamble

These Supplier Terms supplement the G-Cloud 15 Call-Off Contract (including the G-Cloud 15 Order Form) and the mandatory Public Sector Contract (PSC) General Terms. In the event of any conflict, the provisions of the G-Cloud 15 Call-Off Contract shall prevail, save where these Supplier Terms are expressly incorporated as "Supplier Terms" in the Order Form to clarify or enhance the Supplier's rights.

1. Definitions and Interpretations

1.1 Unless otherwise defined in these G-Cloud 15 Supplier Terms, terms used in the Contract shall have the meaning given to them in Joint Schedule 1 (Definitions) of the G-Cloud 15 Framework Agreement.

2. Contract Formation

2.1 The Contract shall be formed on signing of the G-Cloud 15 Call-Off Contract by the Buyer.

2.2 Each G-Cloud 15 Call-Off Contract that has been agreed and executed by the Buyer and Supplier shall constitute a separate contract for the supply of the Services (as set out in the Product Specification and the G-Cloud 15 Call-Off Contract) between Supplier and the Buyer.

2.3 These G-Cloud 15 Terms and Conditions shall:

2.3.1 Apply to and be expressly incorporated in the G-Cloud 15 Call-Off Contract;

2.3.2 Apply to and be expressly incorporated in any Statement of Work; and

2.3.3 Prevail over any inconsistent terms or conditions contained in, or referred to in, the Buyer's purchase order. Confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.4 The Product Specification(s) shall apply to and be incorporated in the G-Cloud 15 Call-Off Contract. Supplier reserves the right to update or modify the Product Specifications from time to time. Expressions defined in these G-Cloud 15 Terms and Conditions and used in a Product Specification shall have the meaning set out in these G-Cloud 15 Terms and Conditions.

2.5 For avoidance of doubt, any proposal document or sales and marketing documents provided by Supplier are for information purposes only shall not be incorporated into or form part of the Contract.

2.6 Subject to clause 19.3, no addition to, variation of, exclusion or attempted exclusion of any terms of the Contract shall be binding on Supplier.



2.7 Any typographical, clerical or other error or omission in any G-Cloud 15 Call-Off Contract and / or any Statement of Work issued by Supplier shall be subject to correction without any liability on the part of the Supplier.

2.8 If there is an inconsistency between any of the G-Cloud 15 Call-Off Contract, the provision of these G-Cloud 15 Terms and Conditions, the Data Processing Agreement, a Product Specification, and a Statement of Work the following order of priority shall be applied:

2.8.1 The G-Cloud 15 Call-Off Contract (including the Product Specification);

2.8.2 Statement of Work;

2.8.3 These G-Cloud 15 Terms and Conditions (including all schedules);

2.8.4 Data Processing Agreement (including any schedules).

3. Commencement and Duration

3.1 The Contract shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 17 or as may be set out in the G-Cloud 15 Call-Off Contract, until the expiry of all G-Cloud 15 Call-Off Contracts.

3.2 If there are no uncompleted G-Cloud 15 Call-Off Contracts, either party may give written notice to terminate the Contract with immediate effect.

3.3 Services, a G-Cloud 15 Call-Off Contract for the Billing Services cannot be terminated Subject to clause 17 and 18, the Buyer acknowledges and agrees that due to the nature of the Billing.

3.4 Supplier shall provide the Services from the Services Start Date and for the Term specified in the G-Cloud 15 Call-Off Contract.

4. Order for Services

4.1 These G-Cloud 15 Terms and Conditions govern the overall relationship of the parties in relation to the Services provided by Supplier to the Buyer and Buyer Affiliates.

4.2 The Buyer and Buyer Affiliates shall be entitled from time to time to request in writing the provision of Services from Supplier.

4.3 Supplier shall promptly upon receipt of a written request from the Buyer or nay Buyer Affiliate:

4.3.1 Either notify the Buyer or Buyer Affiliate that it is not able to provide the requested Services; or

- 4.3.2 Provide a G-Cloud 15 Call-Off Contract (including Product Specification(s) to the Buyer or the Buyer Affiliate (as applicable).

4.4 The G-Cloud 15 Call-Off Contract:

- 4.4.1 Shall be entered into by the Buyer or a Buyer Affiliate and Supplier; and

- 4.4.2 Shall form a separate contract between its signatories.

- 4.5 Any amendments to these G-Cloud 15 Terms and Conditions agreed by the Buyer and Supplier in accordance with clause 19.3 shall be deemed to apply to all future G-Cloud 15 Call-Off Contracts entered into after the date of such amendment.

5. Statement of Work

- 5.1 Each Statement of Work shall be agreed in the following manner:

- 5.1.1 The Buyer shall ask Supplier to provide any or all of the Professional Services and/or the Managed Services and provide Supplier with as much information as Supplier reasonably requests in order to prepare a draft Statement of Work for the Services requested;

- 5.1.2 Following receipt of the information requested from the Buyer, Supplier shall, as soon as reasonably practicable either:

- 5.1.2.1 Inform the Buyer that it declines to provide the requested Professional Services and/or Managed Services; or

- 5.1.2.2 Provide the Buyer with a draft Statement of Work; and

- 5.1.3 If Supplier provides the Buyer with a draft Statement of Work pursuant to clause 5.1.2.2, the Supplier and the Buyer shall discuss and agree that draft Statement of Work.

- 5.2 Once a Statement of Work has been agreed in accordance with 5.1, no amendment shall be made to it except in accordance with clause 11 or clause 19.3.

- 5.3** Each Statement of Work shall be incorporated into the G-Cloud 15 Call-Off Contract and shall be part of the Contract and shall not form a separate contract to it.

6. Supplier Obligations

- 6.1 Supplier shall:

- 6.1.1 perform the Services with all reasonable care and skill and in accordance with Good Industry Practice and substantially in accordance with the Contract, and deliver any Deliverables to the Buyer, in accordance with the G-Cloud 15 Call-Off Contract in all material respects;



- 6.1.2 use reasonable endeavours to meet any performance dates specified in the G-Cloud 15 Call-Off Contract or any Statement of Work, but any such dates shall be estimated only, and time shall not be the essence for performance of the Contract;
 - 6.1.3 appoint a Supplier Representative in respect of the Services to be performed, such person as identified in the G-Cloud 15 Call-Off Contract or relevant Statement of Work. That person shall have authority to contractually bind Supplier on all matters relating to the relevant G-Cloud 15 Call-Off Contract and/or Statement of Work;
 - 6.1.4 deliver the Services remotely from Supplier offices unless otherwise set out in the G-Cloud 15 Call-Off Contract in which case Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Buyer's premises and that have been communicated in writing to Supplier within a reasonable period of time prior to any commencement of the Services provided that it shall not be liable under these G-Cloud 15 Terms and Conditions if, as a result of such observation, it is in breach of any of its obligations under these G-Cloud 15 Terms and Conditions; and
 - 6.1.5 ensure that personnel and subcontractors (if any) used by Supplier in the performance of the Contract are adequately skilled and experienced for the activities they are required to perform.
- 6.2 In performing its obligations under these G-Cloud 15 Terms and Conditions, Supplier shall comply with the Applicable Laws.
- 6.3 Supplier shall not be liable for any failure to comply with clause 6.1 to the extent such failure arises as a result of a specification or instruction provided by the Buyer.
- 6.4 If Supplier fails to comply with the provisions of this clause 6 in respect of the Professional Services, Supplier use its reasonable endeavours to rectify such failure as soon as reasonably practicable.
- 6.5 Supplier's obligations under this clause 6.4 shall be the Buyer's sole and exclusive remedy in respect of a breach of the Contract.
- 6.6 The Buyer shall not unreasonably withhold or delay its consent to the Supplier's proposed replacement of any personnel, provided the replacement resource possesses qualifications, skills, and experience equivalent to those of the resource being replaced.
- 6.7 In the event of any delay in the onboarding of Supplier personnel attributable to causes beyond the control of the Supplier (including acts of the Buyer), the Supplier reserves the right to redeploy the allocated resources to other projects.
- 6.8 Should such redeployment occur, the Supplier shall not be in breach of the Contract. The reallocation of those resources back to the Buyer's project may take up to eight (8) weeks from the date the Buyer is ready to resume the onboarding process. Any costs

incurred by the Supplier to expedite this redeployment at the Buyer's request shall be borne by the Buyer.

7. Buyer's Affiliates

- 7.1 The Buyer will be entitled to allow the use and benefit of the Services and the Deliverables to be extended to any of the Buyer's Affiliates, subject to explicit agreement between the Buyer and the Supplier.
- 7.2 The Buyer represents and warrants that the representatives of its Buyer Affiliates have the power and authority to sign any documents in connection with this Contract.
- 7.3 Nothing in the Contract will create or to be deemed to create a relationship between:
- 7.3.1 Supplier; and
 - 7.3.2 Any of the Buyer's Affiliates, and the Contract is not intended to be enforceable by any of the Buyer's Affiliates (other than the Buyer) under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding clause 7.1 above, any claim or series of connected claims by any of the Buyer's Affiliates will only be brought by the Buyer.
- 7.4 The Buyer shall remain responsible for all acts and omissions of its Affiliates as if they were its own. An obligation on the Buyer to procure that its Affiliates also do, or refrain from doing, such act or thing.
- 7.5 Any failure by the Buyer's Affiliates to comply with these G-Cloud 15 Terms and Conditions shall be addressed by Supplier through the Buyer and the Buyer shall ensure its Affiliates' compliance with these G-Cloud 15 Terms and Conditions.
- 7.6 Supplier is entitled to claim from the Buyer for loss and damage suffered or incurred by it as a result of the acts or omissions of an Affiliate of the Buyer under or in connection with the Contract as if those losses and damages had been suffered or incurred as a result of the acts or omissions of the Buyer and the Buyer agrees to indemnify Supplier in full and on demand (subject to clause 16 of these G-Cloud 15 Terms and Conditions as it applies to each Affiliate) against any losses suffered by Supplier as a result of any failure by any Buyer Affiliate to comply with the obligations upon that Affiliate.

8. Buyer's Obligations

- 8.1 The Buyer undertakes and agrees that it shall:
- 8.1.1 Co-operate with Supplier in all matter relating to the Contract;
 - 8.1.2 Comply with all Applicable Laws;
 - 8.1.3 Appoint a Buyer Representative in respect of the Services to be performed, such person as identified in the G-Cloud 15 Call-Off Contract. That person shall have authority to contractually bind the Buyer on all matter relating to the relevant

Services;

- 8.1.4 provide for Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Buyer's premises, office accommodation, data and other facilities as required by Supplier including any such access as is specified in the Statement of Work;
- 8.1.5 provide to Supplier in a timely manner, all documents, information, items and materials in any form (whether owned by the Buyer or a third party) reasonably required by Supplier in connection with the Services and ensure that they are accurate and complete;
- 8.1.6 inform Supplier of all health and safety and security requirements that apply at the Buyer's premises;
- 8.1.7 ensure that all the Buyer's Equipment is in good working order and suitable for the purposes for which it is used;
- 8.1.8 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Supplier to provide the Services, including in relation to the installation of the Supplier Equipment, the use of all Buyer Materials and the use of the Buyer's Equipment, in all cases before the date on which the Services are to start;
- 8.1.9 comply with any additional responsibilities of the Buyer as set out in the relevant Product Specification and/or Statement of Work and/or G-Cloud 15 Call-Off Contract;
- 8.1.10 procure that any third parties engaged by the Buyer in relation to the G-Cloud 15 Call-Off Contract communicate and fully co-operate with Supplier to facilitate Supplier' performance of the Services and shall, where requested by Supplier, enter into a non-disclosure agreement in a form acceptable to Supplier. The Buyer further acknowledges and agrees that Supplier shall not be responsible to the Buyer if it is unable to comply with its obligations under the Contract as a result of the acts or omissions of the third parties engaged by the Buyer with which Supplier has no contractual relationship; and
- 8.1.11 communicate and fully co-operate with Supplier and contribute to the development of no less than one Case Study to highlight the benefit of the Services and that the Case Study may be used in accordance with clause 8.6.

8.2 The Buyer shall not:

- 8.2.1 use, and procure that its Affiliates do not use, the Third-Party Software or Open-Source Software except to receive the Services;
- 8.2.2 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the i-ARM Software or Third-Party Software except as may be

allowed by any Applicable Laws which is incapable of exclusion by agreement between the parties;

- 8.2.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the i-ARM Software or Third-Party Software;
- 8.2.4 access all or any part of the i-ARM Software or Third-Party Software in order to build a product or service which competes with the i-ARM Software or Third-Party Software;
- 8.2.5 attempt to undertake any security testing of the i-ARM Software or Third-Party Software without the prior written consent of Supplier;
- 8.2.6 subject to clause 19.2, transfer, temporarily or permanently, any of its rights in the i-ARM Software or Third-Party Software; or
- 8.2.7 attempt to obtain, or assist third parties in obtaining, access to the i-ARM Software or Third-Party Software.

8.3 The Buyer acknowledges and agrees that Third-Party Software may be subject to additional terms and conditions, and it shall comply with any such terms and conditions and to ensure that its Affiliates are bound under similar obligations owed to the relevant third parties.

8.4 The Buyer acknowledges and agrees that any Open-Source Software provided by Supplier may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed, but is provided "as is", Supplier does not provide any warranties or guarantees in respect of any such Open-Source Software.

8.5 If there is an inconsistency between these G-Cloud 15 Terms and Conditions and the provisions of any Third-Party Software licence or Open-Source Software licence, the provisions of the Third-Party Software licence or Open-Source Software licence shall prevail.

8.6 Subject to the confidentiality provisions of clause 15, Supplier may publicly identify the Buyer as a customer and include the Buyer's name and logo on Supplier' website <https://infotechtion.com> and other promotional and marketing materials, including but not limited to Case Studies, without the Buyer's prior written consent.

9. Buyer Delay, Acceptance of Deliverables and Dependencies

9.1 If Supplier' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants, employees or third parties appointed by the Buyer (Buyer Default) then:

- 9.1.1 Supplier shall promptly provide written notice of the Buyer Default to the Buyer;
- 9.1.2 if the Buyer has not remedied the Buyer Default within ten (10) Business Days of the notice from Supplier (Notice End Date), then without limiting or affecting any other right or remedy available to it, Supplier shall have the right to:
 - 9.1.2.1 suspend performance of the Services until the Buyer remedies the Buyer Default;
 - 9.1.2.2 an extension of time to perform its obligations equal to the delay caused by the Buyer; and
 - 9.1.2.3 recover from the Buyer any additional costs and expenses incurred by Supplier in providing the Services as a result of non-performance or delay caused by the Buyer Default.
- 9.2 The Buyer shall review, test, and evaluate all Deliverables against the acceptance criteria set out in the Statement of Work within one (1) week from the date of delivery (the "Review Period").
- 9.3 The Deliverables shall be deemed accepted by the Buyer if the Buyer fails to provide a written notice of non-conformance, specifying the exact nature of the non-conformance, within the Review Period.
- 9.4 The Buyer may not reject the Deliverables on grounds of:
 - 9.4.1 minor defects or issues that do not materially affect the functionality or usability of the Deliverables;
 - 9.4.2 personal preferences or subjective criteria not explicitly outlined in the SOW; or
 - 9.4.3 delays or issues caused by the Buyer's own failure to provide necessary information, resources, or approvals in a timely manner.
- 9.5 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants, or employees (including the failure to meet any dependencies outlined in a Statement of Work), the Supplier shall not be in breach of its obligations under the Contract and shall be excused from performance for the duration of the delay.
- 9.6 The Supplier shall be entitled to recover from the Buyer any additional costs, expenses, and resource allocations incurred as a result of a Buyer induced delay. The Supplier has the right to raise a Change Request to realign the scope, timeline, and any associated costs.
- 9.7 Failure by the Buyer to approve such a Change Request within five (5) business days shall entitle the Supplier to suspend performance of the Services without penalty or liability

until the Change Request is approved.

- 9.8 For projects under a fixed cost model, if the Buyer's actions or inactions result in a delay beyond the agreed timeline, the Supplier shall be entitled to charge for each additional day of extension at the daily rate of the resource(s) specified in the Statement of Work.

10. Non-Solicitation and Employment

- 10.1 The Buyer shall not, without the prior written consent of Supplier, at any time from Services Start Date to the expiry of 12 months after the completion of such Services, solicit or entice away from Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Supplier in the provision of such Services.
- 10.2 Any consent given by Supplier in accordance with clause 10.1 shall be subject to the Buyer paying to Supplier a sum equivalent to 40% of the then current annual remuneration of Supplier's employee, consultant or subcontractor or, if higher, 40% of the annual remuneration to be paid by the Buyer to that employee, consultant or subcontractor.

11. Change Request

- 11.1 Either party may during the Term of the G-Cloud 15 Call-Off Contract request a change to the Services (Change). The parties shall undertake initial discussions regarding a proposed Change in accordance with the procedure set out in this clause 11.
- 11.2 Where the parties agree to consider the implementation of the Change further, the party proposing the Change shall submit to the other party a written request for such Change.
- 11.3 The party receiving a Change Request shall promptly acknowledge receipt to the other party and within 10 Business Days after its receipt of such Change Request, provide its proposed amendments to the Change Request.
- 11.4 The parties shall discuss in good faith the proposed Change Request and any proposed amendments to the same and shall either approve or reject the Change Request.
- 11.5 Any discussions which take place between the parties in connection with a Change Request before a Change Request is agreed (as described below) shall be without prejudice to the rights of either party.
- 11.6 A Change Request shall only become a "Change Order" when it has been approved by both the Buyer and Supplier and the Change Request is signed by a duly authorised representative of both parties to signify their approval to the Change. Until such time the parties shall continue to perform their respective obligations under the Contract without taking into account the Change Request. Once duly signed, Change Orders shall be

deemed incorporated into the Contract.

- 11.7 Each party shall bear their own costs of preparing any Change Request.
- 11.8 The costs of implementing a Change Order shall be borne as set out therein (or, in the absence of any statement to the contrary, by the party requesting the Change).
- 11.9 Neither party shall be obliged to agree to the Change Request originated by the other.
- 11.10 For the avoidance of doubt, unless both parties consent to a proposed change, there shall be no change to Services or to the terms of the Contract.
- 11.11 Any work not explicitly defined within the Scope of Work in the applicable Statement of Work (SOW) shall be deemed out of scope. The Supplier shall have the right to raise a Change Request for any such work in accordance with the procedure in this Clause 11. Should the Buyer not approve a Change Request that is essential to the completion of the agreed work, the Supplier shall not be in breach of the Contract, and the Buyer agrees to pay the Supplier in full for the relevant milestone(s) completed up to that point.

12. Charges and Payment

- 12.1 In consideration of the provision of the Services by Supplier, the Buyer shall pay the Charges. The Charges shall be invoiceable and payable as specified in the G-Cloud 15 Call-Off Contract and if not stated in the G-Cloud 15 Call-Off Contract, as set out in this clause 12.
- 12.2 Where the Charges are calculated on (i) a time and materials basis or (ii) an Agile basis:
 - 12.2.1 Supplier' daily fee rates for each individual person as set out in the G-Cloud 15 Call-Off Contract are calculated on the basis of an eight-hour day, worked during Business Hours;
 - 12.2.2 Supplier shall charge the Buyer for a minimum of one half of the applicable daily fee rate for each day for between 0-4 Business Hours and one day for between 4-8 Business Hours that an individual carries out work for the Buyer;
 - 12.2.3 Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and Supplier shall indicate the time spent per individual in its invoices; and
 - 12.2.4 Supplier shall be entitled to charge the Buyer for any expenses reasonably incurred by the individuals whom 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 Supplier for the performance of the Services, and for the cost of any

materials (Expenses), provided any such Expenses are agreed between the parties in writing prior to being incurred.

12.3 Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in the G-Cloud 15 Call-Off Contract.

12.4 The Buyer shall pay each invoice submitted by Supplier in full and cleared funds to a bank account nominated in writing by Supplier in accordance with the following payment terms:

12.4.1 within 30 calendar days of the date of the invoice;

12.4.2 in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law); and

12.4.3 time for payment shall be of the essence of the Contract.

12.5 All amounts payable by the Buyer under the Contract are payable in pounds sterling unless otherwise specified in the G-Cloud 15 Call-Off Contract and are exclusive of Taxes. Any such Taxes payable in relation to any such amounts shall be paid in addition to those amounts. If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to Supplier, the Buyer shall increase the sum it pays to Supplier by the amount necessary to leave Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

12.6 If the Buyer fails to make a payment of any invoice issued by Supplier under the Contract by the due date, then, without limiting Supplier's remedies under clause 17, Supplier shall send written notice to the Buyer notifying the Buyer that the payment is outstanding and requiring payment to be made within 10 Business Days from the date of the written notice (Payment Notice). In the event that the Buyer fails to pay any outstanding sum in accordance with the terms of the Payment Notice then, without prejudice to any other rights and remedies of Supplier:

12.6.1 Supplier may, without liability to the Buyer, disable the Buyer's password, account and access to all or part of the Services and Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid;

12.6.2 Supplier may claim interest on a daily basis on such due amounts at an annual rate equal to 4% above the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement; and

12.6.3 Supplier may terminate the Contract immediately in accordance with clause 17.2.

- 12.7 If the Buyer cancels the Services relating to i-ARM Software, the Buyer shall pay the following cancellation charges:
- 12.7.1 if the cancellation takes effect between 6 – 10 Business Days of the commencement date of the Services relating to i-ARM Software set out in the G-Cloud 13 Call-Off Contract, a payment equal to one hundred percent of the total Charges;
- 12.8 if the cancellation takes effect between 6 – 10 Business Days of the commencement date of the Services relating to i-ARM Software set out in the G-Cloud 15 Call-Off Contract, a payment equal to fifty percent of the total Charges;
- 12.8.1 the Buyer shall notify Supplier in writing as soon as reasonably practicable and prior to the invoice due date. Where the Buyer does not notify Supplier prior to the invoice due date, it shall be deemed to accept the invoice in full;
- 12.8.2 the Buyer's failure to pay the disputed Charges shall not be deemed to be a breach of the Contract;
- 12.8.3 the Buyer shall pay the balance of the invoice which is not in dispute by the invoice due date; and
- 12.8.4 to the extent that the disputed Charges are not resolved, they shall be resolved in accordance with clause 19.12.

13. Intellectual Property

- 13.1 The Buyer acknowledges that all Intellectual Property Rights in the i-ARM Software and Third-Party Software belong and shall belong to Supplier or the relevant third-party owners (as the case may be), and the Buyer shall have no rights in or to the i-ARM Software or Third-Party Software other than the right to use it in accordance with the Contract.
- 13.2 The Background IPRs of each party are and shall remain the exclusive property of such party.
- 13.3 Supplier shall own all the Intellectual Property Rights in any Bespoke Software.
- 13.4 Supplier now grants to the Buyer or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free right (together with the right to grant sub-licences) to use, copy and modify the Deliverables (excluding the Buyer Materials) and any other applicable Intellectual Property Rights of Supplier for the purpose of receiving and using the Professional Services and the Deliverables in the ordinary course of its business for the Term of the relevant G-Cloud 15 Call-Off Contract.
- 13.5 The Buyer now grants to Supplier a non-exclusive, non-transferable, royalty-free, worldwide licence to use (copy and modify where applicable) the Buyer Materials and the Foreground IPRs (following a valid and complete assignment by Supplier to the Buyer

in accordance with clause 13.6 below), to the extent necessary and for the sole purpose of the proper performance of the Professional Services.

13.6 Conditional on the full and final payment of any Charges due in consideration of the Deliverables (in accordance with clause 12 and as set out in the G-Cloud 15 Call-Off Contract), Supplier assigns to the Buyer by way of present assignment of existing and future rights absolutely and as beneficial and legal owner and free from all charges, encumbrances and liens:

13.6.1 any and all right, title and interest, past, present and future in and to the Foreground IPRs together with any common law rights and all the goodwill attaching to the Foreground IPRs (including Foreground IPRs in the Deliverables) which shall vest in the Buyer immediately upon creation of the same;

13.6.2 any and all rights of action (whether actual or contingent) in respect of any past, present or future infringement of the Foreground IPRs together with the right to retain any financial awards, settlement or other sums obtained as a result of such action; and

13.6.3 the right to apply and claim priority for, prosecute and obtain protection anywhere in the world in respect of the Foreground IPRs.

For the avoidance of doubt the assignment set out in this clause 13.6 shall automatically occur upon the payment of any Charges due in consideration of the Deliverables (in accordance with clause 12 and as set out in the G-Cloud 15 Call-Off Contract).

13.7 Supplier:

13.7.1 warrants that the receipt and use of the Professional Services and the Deliverables by the Buyer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party;

13.7.2 shall, subject to clause 16.4, indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Buyer arising out of or in connection with any claim brought against the Buyer for actual or alleged infringement of a third parties Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use of the Professional Services and Deliverables; and

13.7.3 shall not be in breach of the warranty at clause 13.7.1, and the Buyer shall have no claim under the indemnity at clause 13.7.2 to the extent the infringement arises from:

- 13.7.3.1 the use of Buyer Materials in the development of, or the inclusion of the Buyer Materials in, the Services or any Deliverables;
 - 13.7.3.2 the use of Buyer Materials in the development of, or the inclusion of the Buyer Materials in, the Services or any Deliverables;
 - 13.7.3.3 use by the Buyer or an Affiliate of the Deliverables or the Professional Services in breach of the provisions of the Contract or any applicable licence terms; or
 - 13.7.3.4 Supplier' compliance with the Buyer's specifications or instructions.
- 13.8 If any third party claim is made, or in Supplier' judgement is likely to be made in relation to a Deliverable, Supplier may, in its sole discretion and at its option and expense:
- 13.8.1 procure for the Buyer the right to continue using the part of the material which is subject to the claim;
 - 13.8.2 substitute a functionality equivalent, non-infringing replacement for the Deliverables;
 - 13.8.3 modify the Deliverables to make it non-infringing and functionally equivalent; or
 - 13.8.4 terminate the Contract in respect of the applicable Deliverables and refund any prepaid amounts attributable to the period of time when the Buyer was unable to use the Deliverables due to such third party claim.
- 13.9 The Buyer:
- 13.9.1 warrants that the receipt and use in the performance of the Contract by Supplier, its agents, subcontractors or consultants of the Buyer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 13.9.2 shall indemnify Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis, including any and all costs incurred as a result of a third party bringing proceedings against Supplier in any law and jurisdiction and all other professional costs and expenses) suffered or incurred or paid by Supplier arising out of or in connection with any claim brought against Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of the Buyer Materials.
- 13.10 If either party (Indemnifying Party) is required to indemnify the other party (Indemnified Party) under this clause 13, the Indemnified Party shall:

- 13.10.1 promptly notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 13.6.2 or clause 13.8.2 (as applicable) (IPRs Claim);
- 13.10.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld or delayed;
- 13.10.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred;
- 13.10.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute; and
- 13.10.5 the Buyer shall give Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Buyer, so as to enable Supplier and its professional advisers to examine them and to take copies (at Supplier' expense) for the purpose of assessing the IPRs Claim.

14. Data Protection

- 14.1 All processing of Personal Data under the Contract shall be governed by Joint Schedule 10 (Processing Data) of the G-Cloud 15 Framework Agreement. The Buyer and the Supplier shall comply with their respective obligations set out therein.

15. Confidentiality

- 15.1 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's Confidential Information:
 - 15.2.1 to its employees, officers, representatives, subcontractors or advisers 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 employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 15.2; and

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

15.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

16. Limitation of Liability

16.1 References in this clause 16 to liability include every kind of liability arising under or in connection with the Contract including, but not limited to, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16.2 Nothing in this clause 16 shall limit the Buyer's payment obligations under these G-Cloud 15 Terms and Conditions.

16.3 Nothing in these G-Cloud 15 Terms and Conditions limits any liability which cannot legally be limited, including but not limited to liability for:

16.3.1 Death or personal injury caused by gross negligence;

16.3.2 Fraud or fraudulent misrepresentation; and

16.3.3 Breach of the terms implied by S.2 of the Supply of Goods and Services Act 1982.

16.4 Subject to Clause 14.3 of the PSC General Terms (which covers liabilities that cannot be limited by law), the Supplier's total aggregate liability to the Buyer in each Contract Year in respect of any of the Services (excluding the mandatory liabilities set out in the PSC General Terms) shall be limited to 100% of the annual Charges paid or payable by the Buyer for the applicable Services under the relevant G-Cloud 15 Call-Off Contract.

16.5 Subject to clause 16.3, neither party to the Contract shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss of any indirect, consequential or special loss arising under or in connection with the Contract.

16.6 Supplier has given commitments as to compliance of the Services with relevant specifications in clause 6. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these G-Cloud 15 Terms and Conditions. Supplier makes no warranties or representations to the Buyer or any other person with respect to the Services except as set forth in these G-Cloud 15 Terms and Conditions.

16.7 Unless the Buyer notifies Supplier that it intends to make a claim in respect of an event within the notice period, Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Buyer became, or ought reasonably to have become, aware its having grounds to make a claim in respect of the event and shall expire 36 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

16.8 This clause 16 shall survive termination of the Contract.

17. Termination

- 17.1 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:
- 17.1.1 the other party commits a material breach of any term of the Contract where such breach is irremediable or (if such a breach is remediable) fails to remedy that breach within 28 Business Days of that party being notified in writing to do so;
 - 17.1.2 the other party repeatedly breaches the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 17.1.3 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;
 - 17.1.4 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
 - 17.1.5 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.
- 17.2 Without affecting any other right or remedy available to it, Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if any payment due from the Buyer is overdue by more than 10 Business Days.
- 17.3 For the purposes of clause 17.1.1 material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from over the term of this Contract.

18. Consequences of Termination

- 18.1 On expiry or termination of the Contract for any reason:
- 18.1.1 Supplier shall not be required to provide any additional Services on termination of the Contract;
 - 18.1.2 the Buyer shall immediately pay to Supplier all of Supplier' outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no



invoice has been submitted, Supplier shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

18.1.3 the Buyer shall immediately pay any outstanding, or the balance of any, third party costs incurred by Supplier on behalf of the Buyer, including but not limited to, the costs of software or services provided by third parties for the Term set out in the G-Cloud 15 Call-Off Contract;

18.1.4 the Buyer shall promptly and without delay return all of the Supplier Materials. If the Buyer fails to do so, then Supplier may enter the Buyer's premises or computer system and take possession of the Supplier Materials. Until the Supplier Materials have been returned, the Buyer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Contract;

18.1.5 all licences granted under this Contract, shall immediately terminate, except for rights granted under clause 13.4 provided that the licence shall continue for the life of the relevant Intellectual Property Rights;

18.1.6 the Buyer shall permit removal of any Third-Party Software installed by Supplier or its representatives.

18.2 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.

18.3 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.

19. General

19.1 Force Majeure

19.1.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

19.1.1.1 acts of God, flood, drought, earthquake, epidemics or other natural disaster;

19.1.1.2 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking of diplomatic relations;

19.1.1.3 nuclear, chemical or biological contamination or sonic boom;

19.1.1.4 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;

19.1.1.5 collapse of buildings, fire, explosion or accident;

19.1.1.6 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause), or companies in the same group as that party;

19.1.1.7 non-performance by suppliers or subcontractors; and

19.1.1.8 interruption or failure of utility service or any act or omission of Microsoft or third party supplier that cannot be mitigated by Supplier.

19.1.2 Provided it has complied with clause 19.1.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.1.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

19.1.4 The Affected Party shall:

19.1.4.1 as soon as practicably possible after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

19.1.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19.1.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate the Contract or the applicable G-Cloud 15 Call-Off Contract and/or Statement of Work by giving 1 weeks' written notice to the Affected Party.

19.2 Assignment and Change Control

19.2.1 The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and

obligations under the Contract.

19.2.2 Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

19.2.3 If the Buyer undergoes a change of Control, the Buyer to the extent it is permitted to do so, shall give written notice to Supplier, 30 days prior to the change of Control of the Buyer (subject always to any obligations of confidentiality that the Buyer owes to any third party or any other legal or regulatory requirements to which that party is subject).

19.2.4 The Supplier may subcontract its obligations in accordance with Joint Schedule 6 (Key Subcontractors) of the G-Cloud 15 Framework. Should the Buyer revoke its consent for an authorised subcontractor for any reason other than a material breach, security breach, or confidentiality breach by the subcontractor, the Buyer shall indemnify the Supplier in full against any liability, costs, or damages incurred by the Supplier as a direct result of such revocation.

19.3 Variation

19.3.1 Subject to clause 11, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.4 Waiver

19.4.1 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.

19.4.2 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.

19.5 Rights and Remedies

19.5.1 The rights and remedies provided under these G-Cloud 15 Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

19.6 Severance

19.6.1 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.

- 19.6.2 If any provision or part-provision of these G-Cloud 15 Terms and Conditions is deemed deleted under clause 19.6.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.7 Entire Agreement

- 19.7.1 The Contract constitutes 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.
- 19.7.2 Each party agrees that it 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

19.8 No Partnership or Agency

- 19.8.1 Nothing in these G-Cloud 15 Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.8.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19.9 Third Party Rights

- 19.9.1 Unless it expressly states otherwise, the Contract does not give rise for a third party to enforce any term of the Contract.
- 19.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

19.10 Notices

- 19.10.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 19.10.1.1 delivered by next Business Day delivery service in the case of the Buyer at its registered office (if a company) or its principal place of business (in any other case) and the same for Supplier.
- 19.10.2 Any notice or communication shall be deemed to have been received:

19.10.2.1 if sent by next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

19.10.3 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

19.11 Counterparts

19.11.1 The Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19.11.2 Transmission of an executed counterpart of the G-Cloud 15 Call-Off Contract (but for the avoidance of doubt not just a signature page) by email or by Electronic Signature (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of the Contract.

19.12 Multi-tiered Dispute Resolution Procedure

19.12.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute), the parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:

19.12.1.1 where the dispute arises out of the performance of the Services, the Buyer shall notify Supplier in writing and Supplier shall re-perform the portion of the Services under dispute as far as practicable further to clause 6.4;

19.12.1.2 either party gives to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Buyer Representative and Supplier Account Manager shall attempt in good faith to resolve the Dispute;

19.12.1.3 if the Buyer Representative and Supplier Account Manager are for any reason unable to resolve the Dispute within 30 Business Days of the Dispute Notice, the Dispute shall be referred to the Chief Operating Officer of the Buyer and the Chief Operating Officer of Supplier who shall attempt in good faith to resolve it; and

19.12.1.4 if the Chief Operating Officer of the Buyer and the Chief Operating Officer of Supplier are for any reason unable to resolve the Dispute within 10 Business Days of it being referred to them, the Dispute shall be referred to and finally resolved in accordance with clause 19.14.

19.13 Governing Law

19.13.1 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 laws of England and Wales.

19.14 Jurisdiction

19.14.1 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.

19.14.2 Each party irrevocably consents to any process in any legal action or proceedings under clause 19.13 above being served on it in accordance with the provisions of this Contract relating to service of notices. Nothing contained in this Contract shall affect the right to serve process in any other manner permitted by law.

19.14.3 Nothing in this clause 19.14 shall limit the right of Supplier to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude Supplier from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Schedule 1

Definitions and Interpretations

The following definitions and rules of interpretations apply in these G-Cloud 15 Terms and Conditions:

1.1 Definitions

Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity
Applicable Laws	all applicable laws, statutes, regulations and codes from time to time in force.
Background IPRs	any and all Intellectual Property Rights that are owned by or licensed to either party and which are or have been developed independently of this Contract at any time (excluding the Third-Party Software and i-ARM Software). For the avoidance of doubt, Supplier' Background IPRs shall include any configuration codes developed by Supplier.
Business Day	a day other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business.



Case Study	means a public document including: (a) a summarised history of the project; (b) best practice and instances of value-adding innovation; and (c) deficiencies in legislation, policy, guidelines, approach, management practice or skill.
Charges	the charges payable by the Buyer for the supply of the Services in accordance with clause 12 and the G-Cloud 15 Call-Off Contract.
Chief Operating Officer	the individual responsible for overseeing the day-to-day administrative and operational functions of the party.
Confidential Information	any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked 'confidential'), or which ought reasonably be considered to be confidential.
Contract	means the G-Cloud 15 Call-Off Contract, the Product Specification, any applicable Statement of Work (including any Change Order) these G-Cloud 15 Terms and Conditions, any schedules, and any documents referred to therein.
Contract Year	means a 12-month period commencing from the Effective Date or any anniversary of it.
Control	means a 12-month period commencing from the Effective Date or any anniversary of it.
Supplier	Infotechtion Limited registered in England and Wales with company number 12048948
Supplier Account manager	the individual identified as such in the G-Cloud 15 Call-Off Contract, or any replacement individual appointed by Supplier, being the person responsible for managing the Services on behalf of Supplier.
Supplier Materials	means all documents, information, items and materials in any form, whether owned by Supplier or a third party, which are provided by Supplier to Buyer in connection with the Services.
Buyer	the person or firm who purchases the Services from Supplier through the G-Cloud 15 Call-Off Contract.
Buyer Equipment	means any equipment, including tools, systems, cabling or facilities, provided by the Buyer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Professional Services including any such items specified in a Statement of Work.
Supplier Equipment	means any equipment, including tools, systems, cabling or facilities, provided by the Buyer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Professional Services including any such items specified in a Statement of Work.
Deliverables	the output of the Professional Services as set out in the Statement of Work including any software, documents, products, information, materials and other items produced by Supplier for the Buyer (excluding the Third-Party Software, i-ARM Software, Supplier Materials and Tools and any Background IPRs)
Effective Date	the date when the G-Cloud 15 Call-Off Contract has been signed by both parties.
Electronic Signature	means a method of signing an electronic message that (a) identifies and authenticates a particular person as the source of a signature;



	and (b) indicates such person's approval of and agreement to the document being signed, including but not limited to documents signed via the applications entitled signnow or docuSign
G-Cloud 15 Terms and Conditions	means these terms and conditions for the supply of Services by Supplier to the Buyer.
Good Industry Practice	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the relevant industry or business sector.
Foreground IPRs	means any Intellectual Property Rights that arise or are obtained or developed by a party, or by a contractor on a party's behalf, in the course of or in connection with the provision of the Professional Services.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
G-Cloud 15 Call-Off Contracts	means the G-Cloud 15 Call-Off Contract that expressly incorporates these G-Cloud 15 Terms and Conditions.
Product Specification	means the specification(s) setting out the scope of the relevant Service expressly incorporated in the G-Cloud 15 Call-Off Contract by a URL, which may be updated or modified from time to time
Professional Services	means the work or services Supplier, its agents, affiliates and/or contractors perform and the Deliverables, if any, which are provided to the Buyer, as may be further specified in the G-Cloud 15 Call-Off Contract and/or any Statement of Work and may be on a fixed price, time and materials
Services	means the services as set out in the G-Cloud 15 Call-Off Contract and any Product Specification
Services Start Date	means the later of (i) the services start date described in the G-Cloud 15 Call-Off Contract; or (ii) the date Supplier makes the Services available to the Buyer
Statement of Work	a detailed plan, agreed in accordance with clause 5, describing the type of Professional Services or Managed Services to be provided by Supplier, the timetable for their performance and the related matters.
Taxes	value added tax or any other applicable sales tax in the country in which the Buyer receives the Services.
Term	the period of time set out in the G-Cloud 15 Call-Off Contract for the relevant Service from the Services Start Date.
Third Party Software	the code and/or software programs proprietary to third parties, listed in the G-Cloud 15 Call-Off Contract and any relevant Statement of Work, which are to be provided to the Buyer without modification or that is used in the provision of the Professional Services by Supplier.

1.2 Interpretation

- 1.2.1 Clause and Schedule headings shall not affect the interpretation of these G-Cloud 15 Terms and Conditions.
- 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 The Schedules form part of these G-Cloud 15 Terms and Conditions and shall have effect as if set out in full in the body of these G-Cloud 15 Terms and Conditions. Any reference to these G-Cloud 15 Terms and Conditions includes the Schedules.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.2.7 The Contract shall be binding on, and ensure to the benefit of, the parties to the Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.2.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.10 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect.
- 1.2.11 A reference to writing or written includes email.
- 1.2.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.13 A reference to these G-Cloud 15 Terms and Conditions or to any other agreement or document is a reference to these G-Cloud 15 Terms and Conditions or such other agreement or document, in each case as varied or novated from time to time.
- 1.2.14 References to clauses and Schedules are to the clauses and Schedules of these G-Cloud 15 Terms and Conditions and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.2.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.16 Any reference to Buyer shall also include any Buyer Affiliate (where applicable).