

G-Cloud 15 – Terms and Conditions (Port IO Platform Services)

1. Definitions

“Buyer” means a Contracting Authority purchasing Services under the G-Cloud 15 Framework.

“Supplier” means Lean Tree Limited.

“Platform” means the Port IO internal developer portal platform.

“Underlying Provider” means Port IO Ltd.

“Services” means access to the Platform and related services provided by the Supplier.

2. Contract Structure

These Terms form part of the G-Cloud Call-Off Contract. Order of precedence:

- 1) Call-Off Contract
- 2) Buyer Order Form
- 3) These Terms
- 4) Service Definition
- 5) Underlying Provider terms (Platform use only)

3. Scope of Services

The Supplier shall provide the Buyer with access to the Platform on a SaaS basis and any associated services set out in the Order Form.

4. Role of the Supplier

Lean Tree acts as prime contractor to the Buyer and an authorised reseller of the Underlying Provider.

The Supplier does not own or control the underlying Platform technology.

5. Buyer Obligations

The Buyer shall use the Services lawfully, ensure authorised access only, maintain responsibility for Buyer data, and not reverse engineer or misuse the Platform.

6. Service Availability

Any support hours, response targets and service levels are as set out in the Order Form and/or Service Definition. The Platform is provided by the Underlying Provider.

The Supplier will use reasonable endeavours to coordinate incident triage with the Underlying Provider and to keep the Buyer informed of material service incidents affecting the Platform.

The Supplier is not responsible for service unavailability caused by: (a) the Buyer's systems or networks, (b) third-party services or integrations not under the Supplier's control, (c) planned maintenance notified by the Underlying Provider where reasonably practicable, or (d) a Force Majeure event.

7. Data Protection

Each party will comply with UK GDPR and the Data Protection Act 2018. The Buyer is the Data Controller for any personal data processed in connection with the Services.

Where the Supplier processes personal data on the Buyer's behalf (for example, in providing support and service management), the Supplier will act as a Data Processor. The Underlying Provider will process Buyer data for the purpose of operating the Platform in accordance with the applicable Underlying Provider data processing terms.

Where required, the parties will put in place and/or reference appropriate data processing terms in the Order Form or Call-Off schedules. Sub-processors and data handling arrangements applicable to the Platform are confirmed at call-off against the then-current Underlying Provider documentation.

8. Data Loss

The Supplier is not responsible for loss or corruption of Buyer data unless caused by the Supplier's negligence or wilful misconduct.

The Buyer remains responsible for maintaining its own records and, where required, taking periodic exports of Buyer data using Platform capabilities. The Supplier will provide reasonable assistance with data export and offboarding where agreed in the Order Form (which may be chargeable).

9. Third-Party Integrations

The Supplier is not liable for failures or changes in third-party services or integrations.

10. Intellectual Property

All Platform IP belongs to the Underlying Provider.

No IP rights are transferred other than a limited right to use the Services during the term.

11. Charges & Payment

Charges are as set out in the Order Form and are exclusive of VAT.

12. Warranties

Except as expressly stated, the Services are provided without additional warranties.

13. Liability

Nothing limits liability for death, personal injury, fraud, or fraudulent misrepresentation.

Total aggregate liability is capped at the Charges paid in the 12 months preceding the claim.

No liability for indirect or consequential loss.

14. Indemnities

The Buyer indemnifies the Supplier against claims arising from misuse of the Services or breach of these Terms.

IP indemnities relating to the Platform are provided by the Underlying Provider, subject to their terms.

15. Term & Termination

The term is as stated in the Order Form.

Either party may terminate for material breach with 30 days' written notice if not remedied.

16. Exit & Transition

Exit assistance may be provided if agreed in writing and may be chargeable.

17. Force Majeure

Neither party is liable for failure caused by events beyond reasonable control.

18. Governing Law

These Terms are governed by the laws of England and Wales.