

Data Edge Ltd G-Cloud 15 Terms and Conditions

Last updated: May 2025

This Agreement is solely for use with a G-Cloud 15 Order Form and may not be used for any other purpose.

This Agreement and any documents referred to in it (this "Agreement") contains the terms and conditions that govern Your access to and use of the Services (as defined below) and is an agreement between Data Edge Analytics Limited (company number: 12460298) whose registered office is at c/o Saffery Champness, St Catherine's Court, Berkeley Place, Bristol, England, BS8 1BQ ("Data Edge Analytics Ltd.", "We," "Us," and "Our") and You or the entity You represent ("You" and "Your").

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

"Authorised Users" mean Your employees, agents, independent contractors including Us, who You authorise to use the Services.

"Call-Off Contract" means the G-Cloud 15 Call-Off Contract and Order Form, following the provisions of the G-Cloud 15 Framework Agreement, incorporating this Agreement, the applicable Service Definitions, and any other referred document.

"Data" means any kind of information, documents, text, video, audio or other content.

"Digital Marketplace" means the UK government maintained online catalogue of G-Cloud services.

"G-Cloud 15 Framework Agreement" means the clauses of this framework agreement together with the framework schedules under which We are authorised to provide certain cloud services.

"Order Form" has the meaning given in the G-Cloud 15 Call-Off Contract "Glossary and Interpretations".

"Parties" means You and Us collectively, each being a "Party".

"Service Definitions" means the documents setting out the descriptions of the applicable Services, any terms and conditions specific to such Services as per this document, and the applicable service levels offered in respect of such services.

"Services" or "Service" means the services ordered by You as set out in the Order Form, the Digital Marketplace, and the applicable Service Definitions.

"Software" is any application or software service We have developed, or that developed by a third party.

"Third Party Data" means Data made available to You by any third party in conjunction with the Services.

"Your Data" means Content that You or any Authorised User can use in delivery of the Services.

2. Use of the Services

2.1 You may access and use the Services You have ordered in accordance with this Agreement, and We will provide such Services in accordance with the applicable Service Definitions.

2.2 We will obtain sufficient rights to third party software to perform the Services, and grant You a nonexclusive, revocable license to use third party software included in the Services solely to the extent necessary to receive and use the Services during the term of the agreement.

2.3 The Services shall be supplied in conformity with the Service Definitions and entries set out in the Digital Marketplace.

2.4 You will be responsible for any third-party licences and licence costs as set out in the Service Definition.

2.5 Additional ad-hoc and irregular services may be agreed between the Parties. If required these services will be provided by Us according to the terms of this Agreement.

2.6 You will comply with all laws, rules, and regulations applicable to Your use of the Services.

3. Your Data

3.1 For the purposes of this clause 3, the terms "data controller", "data processor", "personal data", and "processing" shall have the meanings given in the Data Protection Act 2018 ("DPA"). References to Your personal data include the personal data of the Authorised Users.

3.2 You shall own all rights, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

3.3 We shall not be responsible for backing up Your Data.

3.4 Where We process any personal data on Your behalf when performing Our obligations under this Agreement, You shall be the data controller and We shall be a data processor and:

(a) You shall ensure that You are entitled to make available the relevant personal data to Us so that We may lawfully use, process and transfer such personal data in accordance with this Agreement on Your behalf;

(b) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(c) We shall process the personal data only in accordance with the terms of this Agreement, the DPA, any lawful instructions given by You from time to time, and in accordance with the terms of the G-Cloud 15 Framework Agreement and Call-Off Contract.

3.5 We may collect, store and use Your personal data for the following purposes:

(a) To provide You with Services that You request and to fulfil Our contractual obligations to You; and

(b) To provide information about Our Services.

4. Authorised Users

4.1 In relation to the Authorised Users, You undertake that:

(a) Each Authorised User shall keep a strong and secure password for her or his use of the Services, which shall be kept confidential.

(b) You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services. In the event of any such unauthorised access or use, You shall promptly notify Us by email to security@data-edge.co.uk

(c) You are responsible for all activities that occur under Your account, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents) and, except to the extent caused by Our breach of this Agreement, We are not responsible for unauthorised access to Your account. You will ensure that all Authorised Users comply with Your obligations under this Agreement. If You become aware of any violation of Your obligations under this Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.

5. Your Obligations

5.1 You shall:

(a) Not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement.

(b) Comply with Your responsibilities as set out within the applicable Appendices to this Agreement.

(c) Provide Us with all necessary co-operation in relation to this Agreement and all necessary access to such information as We may require in order to render the Services.

(d) Be responsible for the acquisition, retention and removal of any data used in the delivery of the service in conformity with any policies You have in place in respect of these.

6. Payment

6.1 You will pay Us the applicable fees and charges for delivery of the Services as described in the applicable Service Definition. All fees and charges shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax.

6.2 Our fees for the Services will be agreed with You before the delivery of any services (as agreed pursuant to an Order Form), unless otherwise described in the applicable Service Definition, and You will pay Our invoices for such fees within 30 days after the date of such invoices. We may also require payment on different terms

for ad hoc services or irregular purchases, in which case We shall inform You prior to Your agreeing to receive these services or purchases.

6.3 Interest shall be payable on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time), at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.4 All sums payable to Us under this Agreement will become due immediately upon termination of the Agreement.

7. Suspension

7.1 We may suspend Your or any Authorised User's right to access or use all or any part of the Services or delivery of Services immediately upon notice to You if We determine that:

(a) You are late in making any undisputed payments hereunder by more than the notice period stipulated in the Order Form; or

(b) Your or an Authorised User's use of the Services (excluding Us):

(i) Creates a security risk to the Services or any third party; or

(ii) Datasets are acquired, exploited, used or managed unlawfully.

7.2 If We suspend Your right to use or access all or part of the Services:

(c) You remain responsible for any fees and charges for any aspect of the Services and charges for in-process tasks completed after the date of suspension;

8. Term and Termination

8.1 This Agreement will commence in accordance with the Commencement date of the Call-Off Contract (the "Effective Date"), and shall remain in force for the term of the Call-Off Contract until terminated by You or Us in accordance with this clause 8.

8.2 You may terminate this Agreement for convenience by providing Us with written advance notice as set out in the applicable Order Form.

8.3 On termination of this Agreement for any reason:

(a) All rights granted to You under this Agreement shall immediately terminate;

(b) The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, including without limitation clauses 'Definitions', 'Your Data', 'Payment', 'Term and Termination', 'Intellectual Property Rights', and 'Indemnity' shall not be affected or prejudiced.

9. Intellectual Property Rights

9.1 As between You and Us, You own all right, title, and interest in and to Your Data. Save as expressly provided in this Agreement, We shall obtain no rights from You or Your licensors to Your Data other than for the delivery of the Services. You hereby consent to Us and Our sub-contractors Using Your Data to provide the Services.

9.2 You represent and warrant to Us that You or Your licensors own all right, title, and interest in and to Your Data, and that You have all rights in Your Data necessary to grant the rights contemplated by this Agreement. Where Third Party Data is used in the delivery of the Services you represent and warrant to Us that You have obtained the necessary permissions and rights to use this Third Party Data.

9.3 You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

9.4 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Our Software, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Our Software.

10. Indemnities

10.1 You shall, at all times during and after the term of this Agreement, indemnify Us and keep Us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Us arising from or in connection with:

(a) Your breach of this Agreement or violation of applicable law by You or any Authorised User;

(b) Your or any Authorised Users' use of the Services; or

(c) Your Data or the combination of Your Data with Third Party Data, other applications or content, including any claim involving alleged infringement of third-party rights by Your Data or use thereof.

10.2 We shall notify You of any such third-party claim, allow You to conduct all negotiations and proceedings and provide You with such reasonable assistance as is required by You (at Your cost), and not, without prior consultation with You, make any admission relating to such claim or attempt to settle it, provided that You consider and defend the claim diligently, using competent counsel and in such a way as not to bring Our reputation into disrepute.

Appendix A – Using Entity Resolution and Associated Services

1. Onboarding

1.1 Both Parties will complete a profile which details the roles and responsibilities expected of both Parties.

1.2 Training modules are available to help instruct customers so that can understand the mechanics and use of the service. If you require bespoke training this will be priced as per our SFIA rate card on a time-and-materials basis.

1.3 You will be assigned a Service Delivery Manager (SDM) to provide any assistance required during onboarding.

1.4 You acknowledge and agree that We may need to store and retain non-sensitive personally identifiable information in order to provide the Services to You.

2. Data services

2.1 We can help facilitate various data engineering tasks (inc. preparation, transformation, load, removal) required for delivery of the Service. This is priced on a time-and-materials basis from Our SFIA rate card.

2.2 We can also offer data analysis support, inc. dataset evaluation, selection, acquisition and exploitation of the datasets (e.g. exploration and investigation related tasks.) These are priced on a time-and-materials basis from Our SFIA rate card.

3. Support Services

3.1 We can offer various business consultancy (inc. training, change planning, communications, policy development) required for delivery of the Service. This is priced on a time-and-materials basis from Our SFIA rate card.

3.2 We can also offer 1st, 2nd, and 3rd line support in relation to the software used by the Service. This support package can either be priced on a time-and-materials basis from Our SFIA rate card or can be delivered as an integrated element of the overall Service.

4. Service Constraints

4.1 We will adhere to the following in terms of software upgrade / maintenance windows:

- "Planned Maintenance" means any pre-planned disruptive maintenance to any of the software and applications relating to the service. Planned Maintenance activity may result in periods of degradation or loss of availability depending on the nature of the activity required. In such cases, We shall provide You with at least fourteen (14) days' advance notice of the Planned Maintenance.
 - If during Planned Maintenance there is a loss of availability outside the scope described in the planned maintenance notification to the Service, an SLA event will be triggered.
- "Emergency Maintenance" means any urgent maintenance required to prevent or mitigate against any event compromising the Service. Whenever possible, We shall: a) provide You with at least six (6) hours' advance notice and b) carry out the emergency maintenance between the hours of 00:00 and 06:00 (UK local time) Monday to Friday or between the hours of Saturday 20:00 to 06:00 (UK local time) on Monday, (including bank holidays) unless there is an identified and demonstrable immediate risk to customer environment(s). Emergency Maintenance may result in periods of degradation or loss of availability depending on the nature of the activity required.

5. Your Responsibilities

5.1 You are responsible for:

- (a) The control and management of access and responsibilities for Authorised Users.
- (b) Deployment, accreditation and management of any Cloud infrastructure components and related services required for the Services.
- (c) User account creation, administration and assignment of permissions.
- (d) System administration tasks as these pertain to Cloud infrastructure components required for the Services. (Any System administration tasks pertaining to the entity resolution software and associated tools are Our responsibility.)

6. Termination

6.1 You may terminate the Services by providing Us with not less than 30 days' advance notice in writing.

6.2 Prior to termination, of any Call-Off Contract, You are able to transfer data out of the Service.

6.3 You are responsible for any data retention or data removal obligations at point of termination. You may engage Us to perform any data removal tasks which will be priced on a time-and-materials basis as per our SFIA rate card.

6.4 There are no termination costs for the Services.

7. Ordering and invoicing

7.1 The service can be ordered via the Digital Marketplace and must be supported by a valid purchase order.

7.2 Prior to ordering, You must contact us to request a technical evaluation (priced on a time-and-materials basis.) Subject to a satisfactory technical evaluation a purchase order may then be raised.

7.3 We will issue invoices as follows:

- (a) At point of order for any licence fees, agreed hardware purchases and other set up fees relating.
- (b) Monthly in arrears for delivery of any Services.

7.3 Payment is to be made by direct bank transfer (BACS/CHAPS).

8. Onboarding

8.1 Given the nature of this Service, on acceptance of an order, We will work with You to create a detailed design for the Service (following on from the technical evaluation). This design will formalise the dedicated components required for the solution.

8.2 Lead times for delivery and set up of the Service will depend on the final solution design.

8.3 Any dedicated components will be procured by Us or by You, depending on the service.

8.4 We will supply You with a specification so that You can procure the hardware, unless We have agreed to purchase the hardware on Your behalf.