

EDEN TERMS & CONDITIONS

1 Introduction

1.1 These Terms & Conditions (“Supplier Terms”) apply to the Eden Software-as-a-Service (“Eden” or “the Service”) provided by Purple Matrix Ltd (“Supplier”) to Buyers procuring the service under the G-Cloud 15 Framework.

1.2 These Supplier Terms must be read together with the G-Cloud 15 Call-Off Contract, which always takes precedence in the event of conflict.

1.3 These Terms apply only to the Eden SaaS service and do not create a standalone contract outside the G-Cloud Call-Off Contract.

2 Service Description & Responsibilities

2.1 The Supplier will provide Eden as a fully hosted, cloud-based application delivered from Microsoft Azure UK datacentres, as described in the published Service Definition.

2.2 Supplier responsibilities include:

- Hosting, security, maintenance and updates
- Backup and disaster recovery provisions
- Support within published service hours
- Technical monitoring and operational maintenance
- Ensuring data remains within UK territory
- Ensuring the service meets stated availability and performance commitments

2.3 Buyer responsibilities include:

- Providing suitable internet access and supported browsers
- Ensuring authorised user access and permission management
- Ensuring no unsupported integrations or third-party tools interfere with the service
- Ensuring uploaded data is lawful and appropriate for processing

3 Acceptable Use

3.1 Buyers and end users must not:



- Use the service for unlawful or harmful activity
- Attempt to gain unauthorised access or interfere with system operation
- Introduce malware or perform security testing without written approval
- Upload inappropriate, defamatory or infringing content
- Attempt to reverse engineer, decompile, or modify the system

3.2 Supplier may suspend access where unacceptable use poses a security or operational risk. Suspension will be limited to what is strictly necessary and the Buyer will be notified.

4 Service Availability, Maintenance & Support

4.1 Eden is provided with a 99.5% availability target, excluding planned maintenance.

4.2 Planned maintenance windows are published in the Service Definition. Emergency maintenance may occur when required to protect system integrity.

4.3 Support is provided Monday–Friday, 09:00–18:00 UK time, excluding public holidays, with response targets based on severity levels (P1–P4), as defined in the Service Definition.

4.4 Support exclusions include issues caused by Buyer networks, user devices, unsupported browsers, customer-controlled configuration changes, or third-party systems not supplied by the Supplier.

5 Security

5.1 Supplier implements strong security controls including:

- Encryption at rest and in transit (TLS 1.3)
- ISO 27001:2022 and Cyber Essentials Plus compliance
- Multi-factor authentication for administrative access
- Annual external CREST-aligned penetration testing
- Network segregation and IP allow-listing

5.2 Each Buyer environment is isolated from all other customer environments.

5.3 Supplier will notify Buyer of any security incident affecting Buyer data without undue delay in accordance with applicable law.

6 Data Protection & GDPR

6.1 The Buyer is the **Data Controller** and the Supplier is the **Data Processor**.



6.2 Supplier will only process personal data in accordance with Buyer instructions as set out in the Call-Off Contract and these Terms.

6.3 All Eden data is hosted exclusively within UK Microsoft Azure datacentres.

6.4 Supplier may use approved sub-processors (e.g., Microsoft Azure). The Supplier remains fully responsible for their performance.

6.5 On termination or expiry, all Buyer data will be:

- Provided as a CSV extract at no cost
- Retained for up to 30 days
- Permanently deleted following Buyer confirmation

6.6 Supplier will assist the Buyer with data subject requests, DPIAs, and other GDPR obligations as reasonably required.

7 Intellectual Property Rights

7.1 Supplier retains all intellectual property rights in Eden, associated documentation, and underlying software.

7.2 The Buyer receives a non-exclusive, non-transferable right to use Eden for the duration of the Call-Off Contract.

7.3 Buyer owns all data uploaded into Eden. Supplier claims no rights to Buyer data other than those necessary to provide the service.

7.4 Supplier grants the Buyer a perpetual licence to use any reports, forms, or exported outputs generated from Eden.

8 Confidentiality

8.1 Each party shall keep the other party's confidential information secure and use it only for purposes of performing its obligations under the Call-Off Contract.

8.2 Confidentiality obligations survive termination of the service.

9 Warranties

The Supplier warrants that:

- Eden will operate materially in accordance with the published Service Definition
- Hosting will be performed with reasonable skill and care



- The service will be delivered in compliance with applicable laws
- Supplier has the right to provide the service and necessary licences

The Supplier does not warrant that Eden will be error-free or uninterrupted, but defects will be remediated in line with the support terms.

10 Limitation of Liability

10.1 Nothing in these Terms limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded under law

10.2 Subject to 10.1, the Supplier's total aggregate liability under the Call-Off Contract shall not exceed 125% of the total charges paid by the Buyer in the preceding 12 months OR £1,000,000 — whichever is higher.

10.3 Supplier is not liable for:

- Loss of profits
- Loss of business, revenue or savings
- Loss of data caused by Buyer actions
- Indirect, consequential or special damages

10.4 Each party must mitigate any loss it suffers.

11 Termination & Off-Boarding

11.1 Termination is governed solely by the G-Cloud Call-Off Contract.

11.2 Upon termination:

- Buyer receives all data in CSV format at no cost
- Supplier provides optional migration assistance at published consultancy day rates
- Data is securely deleted following confirmation of extraction

12 Subcontractors

We do not use subcontractors to deliver the Services.



The Services are provided directly by Purple Matrix Ltd with the exception of third-party cloud infrastructure and hosting providers used solely to host, process, or store data as part of the Service. Such providers do not deliver the Service itself and operate under contractual obligations consistent with applicable data protection and security requirements.

If we ever intend to use subcontractors to deliver any part of the Services, we will:

1. Seek the Client's prior written approval; and
2. Ensure that any approved subcontractor is subject to obligations that are no less onerous than those applicable to Purple Matrix Ltd, including (where relevant) obligations relating to confidentiality, data protection, information security, and service standards.

13 Governing Law

These Terms are governed by and interpreted in accordance with the laws of England and Wales. Any disputes shall fall under the exclusive jurisdiction of the English courts.