

Netstratum Communication Suite

SERVICE TERMS AND CONDITIONS

G-Cloud 15 Framework (RM1557.15)

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Supplier:	Netstratum Technologies Ltd

1. INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:

"Authorised Users" means the employees, agents, and contractors of the Buyer authorised to access and use the Services, up to the number specified in the Order Form.

"Buyer" means the public sector organisation purchasing the Services under the G-Cloud 15 Framework.

"Buyer Data" means all data, information, content and materials uploaded to, processed through, or stored within the Services by or on behalf of the Buyer or its Authorised Users.

"Call-Off Contract" means the contract between the Buyer and Supplier for provision of the Services pursuant to the G-Cloud 15 Framework Agreement.

"Charges" means the fees payable by the Buyer for the Services as set out in the Pricing Document.

"Confidential Information" means information disclosed by either party that is marked confidential or would reasonably be understood to be confidential.

"Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018, and all applicable laws relating to processing of personal data.

"End User Data" means any Personal Data relating to the Buyer's customers, citizens, service users, or other third parties that is processed through the Services.

"Force Majeure Event" means any event beyond a party's reasonable control including acts of God, war, terrorism, natural disasters, pandemics, governmental actions, or third-party network failures.

"Personal Data" has the meaning given in the UK GDPR.

"Services" means the NCS One cloud communication services as described in the Service Definition Document.

"Supplier" means Netstratum INC.

"Term" means the period specified in the Call-Off Contract.

1.2 In these Terms: (a) the singular includes the plural and vice versa; (b) references to clauses are to clauses of these Terms; (c) headings are for convenience only and do not affect interpretation; (d) any reference to legislation includes all amendments, re-enactments and subordinate legislation; and (e) "including" means "including without limitation".

2. AGREEMENT AND PRECEDENCE

2.1 These Terms govern the provision of NCS One Services by the Supplier to the Buyer under the G-Cloud 15 Framework Agreement (RM1557.15).

2.2 By placing an Order or using the Services, the Buyer accepts and agrees to be bound by these Terms in their entirety.

2.3 In the event of conflict between documents, the order of precedence shall be: (a) the G-Cloud 15 Framework Agreement; (b) the Call-Off Contract; (c) these Service Terms and

Conditions; (d) the Service Definition Document; (e) any other documents incorporated by reference.

2.4 No terms or conditions proposed by the Buyer shall form part of the Agreement unless expressly agreed in writing by the Supplier.

3. GRANT OF LICENCE

3.1 Subject to payment of the Charges and compliance with these Terms, the Supplier grants to the Buyer a non-exclusive, non-transferable, revocable licence to access and use the Services during the Term solely for the Buyer's internal business purposes.

3.2 The Buyer may permit Authorised Users to access the Services subject to ensuring their compliance with these Terms. The Buyer shall be liable for all acts and omissions of its Authorised Users.

3.3 All rights not expressly granted are reserved by the Supplier. The Supplier may suspend access to the Services immediately upon notice if the Buyer breaches these Terms or any applicable law.

4. RESTRICTIONS ON USE

4.1 The Buyer shall not, and shall ensure that Authorised Users do not:

- copy, modify, adapt, translate, or create derivative works of the Services or any part thereof;
- reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying algorithms of the Services;
- sublicense, sell, resell, lease, rent, loan, transfer, assign, or distribute access to the Services to any third party;
- use the Services to develop a competing product or service, or for benchmarking purposes;
- use the Services to transmit unlawful, harmful, threatening, defamatory, obscene, or otherwise objectionable content;
- use the Services to send unsolicited communications (spam) or for fraudulent purposes;
- interfere with, disrupt, or attempt to gain unauthorised access to the Services or related systems;
- remove, alter, or obscure any proprietary notices on the Services;
- use the Services in violation of any applicable law, regulation, or third-party rights.

4.2 The Supplier reserves the right to investigate any suspected violation of these restrictions and may suspend or terminate access without liability if a violation is confirmed or reasonably suspected.

5. BUYER OBLIGATIONS AND RESPONSIBILITIES

5.1 The Buyer shall:

- provide accurate and complete information required for the provision of the Services;
- maintain the security and confidentiality of all user accounts, passwords, and access credentials;
- ensure adequate network connectivity, bandwidth, and compatible equipment to access the Services;
- promptly notify the Supplier of any unauthorised access or security breach;
- comply with all applicable laws and regulations in connection with its use of the Services;
- obtain and maintain all necessary licences, consents, and permissions for processing data through the Services;
- co-operate with the Supplier and provide such information and assistance as reasonably required for provision of the Services.

5.2 The Buyer acknowledges and agrees that:

- the Buyer is solely responsible for all End user Data and the accuracy, quality, integrity, and legality thereof;
- the Buyer is solely responsible for the means by which End User Data is acquired, collected, and processed;
- the Supplier shall have no liability for any claims arising from the Buyer's use of the Services or End user Data;
- any failure by the Buyer to meet its obligations may result in degradation of the Services for which the Supplier shall not be liable.

6. SERVICE PROVISION

6.1 The Supplier shall use commercially reasonable endeavours to make the Services available in accordance with the Service Definition Document.

6.2 The Supplier targets platform availability of 99.9% measured on a monthly basis, excluding scheduled maintenance and circumstances beyond the Supplier's reasonable control.

6.3 The Supplier may perform maintenance at any time with reasonable notice where practicable. Emergency maintenance may be performed without prior notice where necessary to maintain service security or stability.

6.4 The Supplier reserves the right to modify, update, or enhance the Services at any time. The Supplier shall use reasonable endeavours to notify the Buyer of material changes.

6.5 The Services are provided on an "as available" basis. The Supplier does not warrant that the Services will be uninterrupted, error-free, or free from vulnerabilities. The Buyer's sole remedy for any failure to meet service availability targets shall be service credits as specified in the Call-Off Contract (if any).

7. SUPPORT SERVICES

7.1 The Supplier shall provide support during standard business hours (Monday to Friday, 9:00 AM to 6:00 PM BST, excluding UK public holidays) via the support channels specified in the Service Definition Document.

7.2 Emergency support for critical service-affecting issues is available 24/7.

7.3 The Supplier shall use reasonable endeavours to respond to support requests in accordance with the following target response times:

- Critical (service unavailable): 1 hour
- High (major feature impaired): 4 hours
- Medium (minor feature impaired): 8 business hours
- Low (general enquiries): 2 business days

7.4 Response times are targets only and not guaranteed service levels. The Supplier shall not be liable for any failure to meet response times.

8. DATA PROTECTION

8.1 Platform Compliance

8.1.1 The Supplier confirms that the NCS One platform is designed and operated in compliance with the Data Protection Legislation, including the UK GDPR and Data Protection Act 2018.

8.1.2 The platform incorporates appropriate technical and organisational measures to facilitate the Buyer's compliance with Data Protection Legislation when using the Services.

8.2 Buyer Responsibilities for End User Data

8.2.1 The Buyer acknowledges and agrees that the Buyer is the Data Controller in respect of all End User Data and Buyer Data processed through the Services.

8.2.2 The Buyer is solely responsible for:

- determining the lawful basis for processing End User Data;
- obtaining all necessary consents, authorisations, and permissions from Data Subjects;
- ensuring the accuracy, quality, and legality of all End User Data;
- complying with all Data Subject rights and requests;
- providing appropriate privacy notices to Data Subjects;
- conducting Data Protection Impact Assessments where required;
- ensuring compliance with all applicable Data Protection Legislation in connection with the processing of End User Data.

8.2.3 THE SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER FOR THE PROTECTION, PROCESSING, OR HANDLING OF END USER DATA BY THE BUYER OR FOR ANY BREACH OF DATA PROTECTION LEGISLATION RESULTING FROM THE BUYER'S USE OF THE SERVICES OR PROCESSING OF END USER DATA.

8.3 Processing

8.3.1 To the extent that the Supplier processes Personal Data on behalf of the Buyer in providing the Services, the Supplier shall:

- process such data only in accordance with the Buyer's documented instructions;
- ensure that personnel authorised to process Personal Data are bound by appropriate confidentiality obligations;
- notify the Buyer without undue delay upon becoming aware of a Personal Data breach affecting Buyer Data held within the Supplier's systems.

8.3.2 The Buyer acknowledges that the Supplier has no visibility into or control over the content of Buyer Data and cannot determine whether any data constitutes Personal Data or the categories of Data Subjects affected.

8.4 Data Location

8.4.1 Unless otherwise specified, Buyer Data shall be stored and processed within data centres located in the United Kingdom or European Economic Area. The Supplier may use sub-processors in compliance with applicable Data Protection Legislation.

8.5 Audit Logs

8.5.1 The Supplier maintains comprehensive audit logs for security and compliance purposes. Audit logs capture user access, system events, and administrative actions.

8.5.2 The Buyer may request audit log extracts relating to its use of the Services. Such requests shall be made in writing and the Supplier shall provide the requested information within a reasonable timeframe.

9. CONFIDENTIALITY

9.1 Each party shall keep confidential all confidential information of the other party and shall not disclose it to any third party without prior written consent, except as permitted by these Terms or required by law.

9.2 Confidential Information may be disclosed to employees, contractors, and advisers who have a need to know, provided they are bound by appropriate confidentiality obligations.

9.3 Confidentiality obligations shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed; or (d) is lawfully received from a third party without restriction.

9.4 This Clause 9 shall survive termination of the Agreement for a period of five (5) years.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights in the Services, including the software, systems, documentation, methodologies, know-how, and any modifications, enhancements, or derivative works thereof, are and shall remain the exclusive property of the Supplier or its licensors.

10.2 Nothing in these Terms shall transfer any intellectual property rights from the Supplier to the Buyer.

10.3 The Buyer retains all intellectual property rights in Buyer Data. The Buyer grants the Supplier a non-exclusive, royalty-free licence to use, copy, and process Buyer Data solely to the extent necessary to provide the Services.

10.4 The Supplier may use anonymised and aggregated data derived from the Services for product improvement, analytics, and benchmarking purposes.

10.5 Any feedback, suggestions, or ideas provided by the Buyer regarding the Services shall become the exclusive property of the Supplier, and the Buyer assigns all rights therein to the Supplier.

11. CHARGES AND PAYMENT

11.1 The Buyer shall pay the Charges as set out in the Pricing Document published on the Digital Marketplace and as specified in the Call-Off Contract.

11.2 All Charges are exclusive of VAT, which shall be payable by the Buyer at the prevailing rate where applicable.

11.3 The Supplier shall invoice the Buyer in accordance with the payment schedule in the Call-Off Contract. Payment is due within thirty (30) days of receipt of a valid invoice.

11.4 If the Buyer fails to make any payment when due, the Supplier may: (a) charge interest on overdue amounts at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998; (b) suspend the Services until payment is received; and (c) recover all costs of collection.

11.5 The Buyer shall not be entitled to withhold or set-off any amount due to the Supplier for any reason.

12. WARRANTIES AND DISCLAIMERS

12.1 The Supplier warrants that: (a) it has the right and authority to enter into these Terms; (b) the Services will be performed with reasonable skill and care; and (c) the Services will materially conform to the Service Definition Document.

12.2 The Buyer warrants that: (a) it has full authority to enter into these Terms; (b) it has obtained all necessary consents and permissions to process data through the Services; (c) its use of the Services will comply with all applicable laws; and (d) it will not use the Services for any unlawful or prohibited purpose.

12.3 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE,

COMMON LAW, CUSTOM, OR OTHERWISE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

12.4 THE SUPPLIER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VULNERABILITIES, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE".

12.5 The Supplier shall not be liable for any issues arising from: (a) the Buyer's failure to comply with these Terms; (b) modifications made by the Buyer or third parties; (c) third-party software, hardware, or services; or (d) circumstances beyond the Supplier's reasonable control.

13. LIMITATION OF LIABILITY

13.1 References to liability in this Clause 13 include every kind of liability arising under or in connection with these Terms, including liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.

13.2 Nothing in these Terms shall limit or exclude either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of obligations implied by section 12 of the Sale of Goods Act 1979; or (d) any other liability that cannot be excluded or limited by law.

13.3 SUBJECT TO CLAUSE 13.2, THE SUPPLIER SHALL NOT BE LIABLE TO THE BUYER FOR ANY:

- loss of profits, revenue, business, or goodwill;
- loss of anticipated savings;
- loss of data or corruption of data;
- loss of contracts or opportunities;
- loss of use or value of any equipment;
- indirect, special, incidental, consequential, or punitive damages of any kind, even if advised of the possibility thereof.

13.4 SUBJECT TO CLAUSES 13.2 AND 13.3, THE SUPPLIER'S TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED THOUSAND POUNDS (£100,000); OR (B) THE TOTAL CHARGES PAID BY THE BUYER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.5 The Supplier shall have no liability for any claim unless the Buyer notifies the Supplier in writing of the claim within thirty (30) days of the event giving rise to the claim, and in any event within twelve (12) months of such event.

14. INDEMNIFICATION

14.1 The Buyer shall indemnify, defend, and hold harmless the Supplier, its officers, directors, employees, agents, and successors against all claims, actions, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- the Buyer's breach of these Terms;
- the Buyer's use of the Services;
- any claim relating to Buyer Data or End User Data;
- any claim that the Buyer's use of the Services infringes the rights of any third party;
- any breach of Data Protection Legislation by the Buyer;
- any claim by a Data Subject or regulatory authority relating to the processing of End User Data.

14.2 The indemnifying party shall have sole control of the defence and settlement of any claim, provided that no settlement shall require any admission of liability or payment by the indemnified party without consent.

15. TERM AND TERMINATION

15.1 These Terms shall commence on the Effective Date and continue for the Term specified in the Call-Off Contract unless terminated earlier in accordance with this Clause 15.

15.2 Either party may terminate the Call-Off Contract by giving not less than thirty (30) days' written notice to the other party.

15.3 The Supplier may terminate the Call-Off Contract with immediate effect by written notice if:

- the Buyer commits a material breach which is not remedied within fourteen (14) days of written notice;
- the Buyer fails to pay any undisputed amount when due and fails to remedy within seven (7) days of notice;
- the Buyer becomes insolvent, enters administration, or ceases to carry on business;
- the Buyer's use of the Services poses a security risk or violates applicable law.

15.4 On termination:

- all licences granted shall immediately terminate;
- the Buyer shall immediately cease using the Services;
- the Buyer shall pay all outstanding Charges;
- each party shall return or destroy the other's Confidential Information;
- clauses which expressly or by implication survive termination shall continue in force.

16. EXIT AND DATA EXPORT

16.1 The Buyer may request export of Buyer Data during the Term and for a period of thirty (30) days following termination.

16.2 Data export shall be provided in standard formats as determined by the Supplier. Additional export assistance may be provided at the Supplier's then-current professional services rates.

16.3 Following the thirty (30) day retention period, the Supplier shall delete all Buyer Data from its systems, except where retention is required by law or for legitimate business purposes such as maintaining audit logs.

17. INSURANCE

17.1 The Supplier shall maintain the following insurance coverage during the Term:

- Professional Indemnity Insurance: £1,000,000 per claim
- Public Liability Insurance: £1,000,000 per claim
- Employers' Liability Insurance: £5,000,000 per claim

17.2 Evidence of insurance coverage shall be provided upon reasonable request.

18. FORCE MAJEURE

18.1 Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from a Force Majeure Event.

18.2 The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and shall use reasonable endeavours to mitigate its effects.

18.3 If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the Call-Off Contract by written notice without liability.

19. GENERAL PROVISIONS

19.1 Assignment: The Buyer shall not assign, transfer, or subcontract any rights or obligations without the Supplier's prior written consent. The Supplier may assign or transfer its rights and obligations to any affiliate or successor.

19.2 Notices: All notices shall be in writing and sent to the addresses specified in the Call-Off Contract. Notices shall be deemed received on delivery if by hand, two business days after posting if by first-class post, or on transmission if by email to a confirmed address.

19.3 Entire Agreement: These Terms, together with the Call-Off Contract and documents incorporated by reference, constitute the entire agreement between the parties and supersede all prior agreements and representations.

19.4 Severability: If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19.5 Waiver: No failure or delay in exercising any right shall constitute a waiver. Any waiver must be in writing.

19.6 Third Party Rights: No term is enforceable by any person who is not a party under the Contracts (Rights of Third Parties) Act 1999.

19.7 Governing Law: These Terms shall be governed by and construed in accordance with the laws of England and Wales.

19.8 Jurisdiction: The parties submit to the exclusive jurisdiction of the courts of England and Wales for resolution of any disputes.

20. SUPPLIER CONTACT INFORMATION

Company: Netstratum Technologies

Email: sales@netstratum.com

Website: <https://netstratum.com/>

Support: Available to registered customers via support portal

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