



Terms & Conditions

G-Cloud 14

Software Support & Maintenance Agreement

RELATIONSHIP WITH G-CLOUD FRAMEWORK

This Agreement constitutes the "Supplier Terms" for the purposes of the G-Cloud Framework Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the G-Cloud Framework Agreement (including the Call-Off Contract), the terms of the G-Cloud Framework Agreement and Call-Off Contract shall take precedence.

Terms and Conditions

1. DEFINITIONS

In this Agreement, unless inconsistent with the context, the following definitions apply:

1. **"Commencement Date"**: The date specified in the G-Cloud Call-Off Order Form from which the Services shall begin.
2. **"Licensed Programs"**: The "Envelope" cloud software application and associated modules as specified in the Service Definition.
3. **"Maintenance Services"**: The provision of updates, error corrections, and logical improvements to the Licensed Programs.
4. **"Support Services"**: The provision of technical assistance via helpdesk, email, or telephone.
5. **"Error"**: Any failure of the Licensed Programs to substantially conform to the intended use.
6. **"Licensee"**: The Buyer or Customer identified in the Call-Off Order Form.
7. **"Licensor"**: ePACT Ltd (Company No: 11977631).

2. SERVICES TO BE PROVIDED

During the term of this Agreement, the Licensor agrees to:

1. Provide the Licensee with non-exclusive access to the Licensed Programs hosted on the Licensor's cloud infrastructure (AWS).
2. Provide Support and Maintenance Services, including the analysis, coding, testing, and release of corrections to software faults.
3. Provide Training to the Licensee's staff if specified in the Call-Off Order Form.
4. Ensure the software remains compliant with relevant legislation, including DfE funding rules.

3. PAYMENT TERMS

3.1. **Support & Maintenance Fees**: The Licensee shall pay the charges specified in the G-Cloud Pricing Document / Call-Off Order Form periodically in advance.

3.2. **Payment Period**: All invoices are payable within 30 days of receipt.

3.3. **Late Payment**: The Licensor reserves the right to charge interest on overdue invoices at the rate of 8% per year above the Bank of England base rate.

4. SERVICE LEVELS & SUPPORT

4.1. **Remote Support**: For urgent problems (degradation or failure of the system), the Licensee may contact the Licensor via the Online Ticket system, telephone, or email.

4.2. **Support Hours:** Support is available during Business Hours: 09:00 to 17:00, Monday to Friday (excluding UK Public Holidays).

4.3. **Error Correction:** Upon notification of a defect, the Licensor shall use reasonable endeavours to correct the error promptly or provide a workaround.

5. LICENSEE OBLIGATIONS

The Licensee shall:

1. Maintain adequate security measures to safeguard access to the Licensed Program (e.g., secure password policies).
2. Notify the Licensor promptly of any faults or errors.
3. Ensure that only authorised personnel access the management interface.
4. Not alter, modify, or attempt to reverse engineer the Licensed Program.

6. WARRANTIES

6.1. The Licensor warrants that all services will be carried out with reasonable care and skill by qualified personnel.

6.2. The Licensor does not warrant that the Licensed Program will be error-free or uninterrupted, but undertakes to remedy non-conformances in accordance with the Support Services.

6.3. Except as expressly provided, all other warranties (express or implied) are excluded to the fullest extent permitted by law.

7. INTELLECTUAL PROPERTY (IPR)

7.1. The Licensor retains all title, copyright, and other proprietary rights in the Licensed Programs and Documentation.

7.2. The Licensor grants the Licensee a non-exclusive, non-transferable licence to use the software for the duration of the Agreement.

8. LIABILITY AND INSURANCE

8.1. **Insurance:** The Licensor shall maintain Public Liability Insurance (min £10,000,000) and Professional Indemnity Insurance (min £1,000,000).

8.2. **Exclusions:** Neither party shall be liable for indirect, incidental, or consequential damages, including loss of profits, revenue, or data.

8.3. **Cap:** The Licensor's maximum total liability shall be limited to the sum for which the Licensor carries comprehensive insurance cover, or as defined in the Call-Off Contract.

9. TERMINATION

9.1. **For Convenience:** The Licensee may terminate this Agreement in accordance with the notice periods specified in the G-Cloud Call-Off Contract.

9.2. **For Cause:** Either party may terminate immediately if the other party commits a serious breach and fails to remedy it within 30 days of written notice.

9.3. **Exit Assistance:** Upon termination, the Licensor shall provide data export services as detailed in the Service Definition.

10. DATA PROTECTION & CONFIDENTIALITY

10.1. **GDPR:** Both parties undertake to comply with the Data Protection Act 2018 and UK GDPR. The Licensor acts as a Data Processor.

10.2. **Confidentiality:** Each party agrees to keep confidential all information (the "Information") disclosed by the other party and not to divulge it to third parties without prior written consent, except as required by law.

11. GENERAL PROVISIONS

- 11.1. **Force Majeure:** Neither party is liable for failure to perform due to causes beyond their reasonable control.
- 11.2. **Anti-Slavery & Corruption:** The Licensor warrants compliance with the Modern Slavery Act 2015 and the Bribery Act 2010.
- 11.3. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 11.4. **Dispute Resolution:** Parties shall attempt to resolve disputes amicably through senior management negotiation before resorting to mediation (CEDR) or court proceedings.

SCHEDULE 1: SUPPORT CONTACT DETAILS

Channel	Detail
Support Email	support@epact.app
Telephone	+44 333 339 6626
Online Portal	Accessible via Envelope Dashboard