
Wiz Digital Services Limited

G-Cloud 15 Lot 3 Supplier Terms

Framework: RM1557.15 (G-Cloud 15)

Lot: Lot 3 (Cloud Support)

Document title: Supplier Terms (Lot 3)

Version: [v1.0]

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1. Purpose and status of this document

1.1. *These Terms and Conditions are provided for information only. In all cases, the Crown Commercial Service G-Cloud 15 Framework Agreement (RM1557.15), together with the applicable Call-Off Contract formed using the Order Form (Framework Schedule 6) and its incorporated schedules, shall govern the provision of services.*

1.2. The Call-Off Contract is formed using the RM1557.15 Order Form and the incorporated Call-Off terms and schedules specified in that Order Form.

1.3. In line with the RM1557.15 Order Form, only those supplier terms that are expressly identified under the "Supplier Terms" heading in the executed Order Form can apply to a Call-Off Contract.

1.4. The Supplier Terms in the Order Form are constrained to specific permitted subject matters (Supplier Acceptable Use Policy, Supplier Data Processing Agreement, Supplier Specific Shared Responsibility Model, Supplier SLA, Supplier Licence Terms). Any supplier terms that include indemnities or materially change liability or risk allocation are ineffective under the Order Form.

1.5. Where a Buyer does not insert any Wiz Digital supplier terms into the Order Form (or inserts "Not Applicable"), then Wiz Digital provides the services on the RM1557.15 Call-Off terms alone. Wiz Digital does not propose any additional supplier standard terms, service-specific terms, licence terms, or contractual conditions for Lot 3 services beyond those expressly incorporated into the Call-Off Contract by the Buyer in the Order Form in accordance with the "Applicability of Supplier Terms" provisions of the Order Form. No terms shall apply by implication, hyperlink, reference to external websites, or standard form documentation unless expressly included in the Order Form and permitted by the G-Cloud 15 Framework Agreement.

1.6 *This document does not seek to replace, amend, or override the CCS framework terms and Call-Off terms. It is designed to remove ambiguity about whether Wiz*

Digital is proposing any separate "Supplier Terms". The parties will contract on the basis of the Call-Off Contract formed using the CCS Order Form and incorporated documents. This document is intended to be uploaded to support Wiz Digital Lot 3 service listings as an explicit statement that Wiz Digital intends to follow the published G-Cloud 15 Framework Terms and Conditions for our services. In the event of any conflict or inconsistency between this document and the G-Cloud 15 Framework Agreement or any Call-Off Contract, the G-Cloud 15 Framework Agreement and Call-Off Contract shall take precedence.

2. Definitions

2.1. In this document:

- **Buyer** means the contracting public sector body placing an Order Form under RM1557.15.
- **Supplier** means Wiz Digital Services Limited.
- **Call-Off Contract** means the contract formed by execution of an RM1557.15 Order Form and its incorporated terms.
- **Supplier Terms** has the meaning given in the RM1557.15 Order Form.
- Other capitalised terms have the meaning given in the Framework Agreement and incorporated Call-Off terms.

3. How these Supplier Terms may be used in a Call-Off Contract

3.1 Services under Lot 3 are provided only pursuant to a valid Call-Off Contract formed in accordance with Framework Schedule 7 (Call-Off Award Procedure) and Framework Schedule 6 (Order Form). The scope, duration, pricing, deliverables, service levels (if any), and delivery approach for each engagement shall be as set out in the relevant Order Form, Buyer Statement of Requirements, and any applicable Call-Off schedules incorporated into that Order Form.

3.2. If the Buyer wishes to incorporate any part of this document into a Call-Off Contract, the Buyer must list the relevant section(s) under the "Supplier Terms" heading in the RM1557.15 Order Form.

3.3. If incorporated, the relevant section(s) apply only to the extent they directly relate to the permitted subject matter described in the RM1557.15 Order Form and Joint Schedule 1 (Definitions).

3.4. For the avoidance of doubt, nothing in this document is intended to add indemnities, cap or expand liability, alter termination rights, or otherwise materially shift the allocation of risk away from the Buyer compared with the Call-Off incorporated terms.

3.4 Charges for Lot 3 services shall be calculated strictly in accordance with Framework Schedule 3 (Framework Prices) and the pricing details set out in the applicable Call-Off Contract. Framework Prices represent maximum prices and may be reduced at Call-Off. No indexation or automatic uplift applies. No uplift for risk, contingency, or idle time is included unless expressly permitted by the G-Cloud 15 Framework Agreement and agreed in the Call-Off Contract.

PART A: Supplier Standard Terms

4. Supplier Acceptable Use Policy (AUP)

4.1. Scope

This Acceptable Use Policy applies to any Supplier systems, collaboration environments, credentials, tooling, repositories, or shared workspaces that the Buyer or Buyer Users may access as part of Lot 3 service delivery.

4.2. Buyer responsibilities

The Buyer (and Buyer Users) must:

- use access credentials only for authorised purposes;
- keep credentials secure and not share accounts;
- ensure only authorised users access Supplier systems;
- comply with all applicable laws and relevant organisational policies when using Supplier systems;
- promptly notify the Supplier of suspected compromise, unauthorised access, or misuse.

4.3. Prohibited activities

The Buyer (and Buyer Users) must not:

- introduce malware, malicious code, or attempt to bypass security controls;
- perform vulnerability scanning or penetration testing of Supplier systems without prior written agreement;
- attempt to access data, environments, or accounts not explicitly authorised;
- use Supplier systems for unlawful activity or to store or transmit unlawful content;
- interfere with service delivery or system performance (including denial of service activity).

4.4. Suspension for safety

Where necessary to protect confidentiality, integrity, availability, or lawful operation, the Supplier may suspend or restrict access to Supplier systems to the extent reasonably necessary. The Supplier will act proportionately and, where practical, will notify the Buyer and work to restore access promptly.

5. Supplier Data Processing Agreement (DPA)

5.1. Scope and roles

(a) This DPA applies only where, in delivering Lot 3 services, the Supplier processes Personal Data on behalf of the Buyer.

(b) In that scenario, the Buyer is the Controller and the Supplier is the Processor (unless otherwise agreed in the Order Form).

(c) Where services involve the processing of personal data, the parties shall comply with Joint Schedule 10 (Processing Data) and any applicable Call-Off data protection schedules incorporated into the Order Form. Security requirements, including any applicable vetting or accreditation requirements, shall be as specified by the Buyer in the Order Form and relevant Call-Off schedules. Wiz Digital does not seek to introduce any separate data processing agreement or security terms for Lot 3 services unless expressly incorporated into the Order Form by the Buyer.

5.2. Processing on documented instructions

The Supplier will process Personal Data only on the Buyer's documented instructions, including with regard to transfers (if any), unless required by law. Where required by law, the Supplier will inform the Buyer (unless prohibited).

5.3. Confidentiality

The Supplier will ensure persons authorised to process Personal Data are subject to confidentiality obligations.

5.4. Security measures

The Supplier will implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage, taking account of the nature of processing, risk, and the state of the art. Security requirements may also be specified in applicable Call-Off security schedules selected in the Order Form.

5.5. Sub-processors

(a) The Supplier may use sub-processors only as permitted by the Call-Off Contract and will remain responsible for their performance.

(b) Where required, the Supplier will flow down equivalent data protection obligations to sub-processors.

5.6. Data subject rights and assistance

Taking account of the nature of processing, the Supplier will assist the Buyer by appropriate technical and organisational measures, insofar as possible, to support the Buyer's obligations to respond to requests for exercising data subject rights. The Supplier will also assist the Buyer with security, breach notifications, DPIAs, and prior consultation where reasonably required and proportionate to the services.

5.7. Personal data breaches

The Supplier will notify the Buyer without undue delay after becoming aware of a Personal Data breach relating to processing under the Call-Off Contract and will

provide information reasonably necessary to support the Buyer's compliance obligations.

5.8. Audit and information

The Supplier will make available information reasonably necessary to demonstrate compliance with this DPA and will allow for and contribute to audits or inspections as set out in the Call-Off Contract, subject to reasonable confidentiality and security constraints.

5.9. International transfers

If Personal Data is transferred outside the UK and/or EEA in performance of the Call-Off Contract, the parties will ensure an appropriate lawful transfer mechanism is in place (for example, an ICO-approved UK mechanism and/or EU-approved mechanism, as applicable), as documented in the Order Form or Call-Off schedules.

5.10. Return or deletion

At the Buyer's choice and as reasonably practicable following the end of the relevant services, the Supplier will delete or return Personal Data processed on the Buyer's behalf, except to the extent retention is required by law.

5.11. Conflict

If there is any conflict between this DPA and the Call-Off Contract, the Call-Off Contract prevails in accordance with the Order Form's order of precedence.

6. Supplier Specific Shared Responsibility Model

6.1. Purpose

This section summarises how responsibilities are typically shared for Lot 3 service delivery. The precise split may be refined in the Order Form, Call-Off schedules, and the Buyer's security requirements.

6.2. Buyer responsibilities (typical)

The Buyer is typically responsible for:

- defining business requirements, outcomes, and acceptance criteria;
- providing timely access to Buyer environments, systems, and relevant documentation;
- appointing an authorised Product Owner or Service Owner for decisions and approvals;
- configuring and operating Buyer-controlled platforms, subscriptions, tenancies, and networks unless explicitly included as a Supplier deliverable;
- ensuring Buyer Users comply with Buyer security policies and the Supplier Acceptable Use Policy where relevant;
- making decisions on data classification, retention, and lawful basis for processing.

6.3. Supplier responsibilities (typical)

The Supplier is typically responsible for:

- delivering the agreed professional services and deliverables described in the Supplier Service Description and Call-Off specification;
- applying agreed secure working practices for Supplier-managed tooling and environments used to deliver services;
- maintaining appropriate access controls for Supplier-managed systems and restricting access to authorised personnel;
- raising delivery, security, or dependency risks promptly and working with the Buyer to mitigate them;
- complying with any applicable security schedules selected in the Order Form and the Buyer's security requirements where agreed.

6.4. Joint responsibilities (typical)

Both parties are typically responsible for:

- agreeing ways of working, governance cadence, and escalation routes;
- incident and issue management coordination where delivery spans both parties' systems;
- change planning where changes impact live services or critical environments;
- agreeing cutover windows, rollback approaches, and operational readiness where relevant.

PART B: Supplier Service Specific Terms

7. Supplier SLA (Service Levels)

7.1. Applicability

Lot 3 services are primarily professional services. Service levels, if required by the Buyer, should be set out in the Order Form and relevant Call-Off schedules.

7.2. Default service management commitments (where agreed)

If the Buyer chooses to include a Supplier SLA in the Order Form, Wiz Digital proposes the following baseline structure (to be tailored per Call-Off):

- **Service hours:** [e.g., Mon–Fri, 09:00–17:30 UK time], excluding UK public holidays, unless otherwise agreed.
- **Priority definitions:** P1 (Critical), P2 (High), P3 (Medium), P4 (Low), aligned to Buyer impact.
- **Response targets:**
 - P1: [4 hours] initial response
 - P2: [8 hours] initial response
 - P3: [2 business days] initial response
 - P4: [4 business days] initial response
- **Reporting:** status updates frequency for P1/P2 incidents: [e.g., hourly / daily], as agreed.
- **Escalation:** named escalation points provided at Call-Off start.

7.3. No conflict with Call-Off schedules

Where Call-Off Schedule 14 (Performance Levels) and/or other Call-Off schedules are used, those schedules govern performance measures.

8. Supplier Licence Terms

8.1. Applicability

Unless explicitly stated in the Supplier Service Description and incorporated into the Order Form, no standalone software licence is provided under Lot 3.

8.2. Tools, templates, and reusable assets (if applicable)

Where the Supplier provides templates, scripts, accelerators, or other reusable materials as part of a Call-Off Contract, the parties will document the applicable rights and permitted use in the Call-Off Contract (for example via Call-Off Schedule 1 (Intellectual Property Rights) and/or the Supplier Service Description).

8.3. Third-party software

If the Buyer's deliverables depend on third-party software or cloud services, those third-party terms apply to that third-party software or service. The Buyer remains responsible for procuring and maintaining any necessary third-party licences unless otherwise agreed in the Order Form.