

Rosebud Cloud Solutions – Terms & Conditions

Applicable to All G-Cloud 15 Services (Lots 2a and 3)

1. Introduction

These Terms & Conditions (“Terms”) apply to all services provided by **Rosebud Cloud Solutions** (“Rosebud”, “we”, “us”, “our”) under the G-Cloud 15 Framework. They govern the delivery, use, and support of all listed services, including Infrastructure Software as a Service (iSaaS) and Cloud Support services.

By purchasing any Rosebud service through the G-Cloud Framework, the Buyer (“you”, “your”, “the Customer”) agrees to these Terms.

These Terms operate alongside:

- The **G-Cloud 15 Call-Off Contract**
- The **Framework Agreement**
- Any **Service Definition, Pricing Document, or Statement of Work (SoW)** issued by Rosebud

Where conflicts arise, the order of precedence defined in the Call-Off Contract applies.

2. Service Scope

2.1 Each service is defined in its corresponding **Service Definition Document**, which forms part of these Terms.

2.2 Services are delivered remotely unless otherwise stated.

2.3 Any work outside the published scope (e.g., bespoke development, major migrations, custom integrations, onsite delivery) requires a separate SoW and may incur additional charges.

2.4 Rosebud may update service features to maintain security, compliance, or platform compatibility. Any material changes will be communicated in advance.

3. Buyer Responsibilities

The Buyer agrees to:

- Provide accurate and timely information required for service delivery
- Maintain appropriate access permissions, identity controls, and governance
- Ensure internal stakeholders are available for workshops, approvals, and decision-making

- Maintain stable connectivity and infrastructure required for the service
- Ensure third-party dependencies (e.g., licensing, APIs, legacy systems) are in place
- Classify incidents accurately and report them promptly
- Comply with all relevant laws, regulations, and organisational policies

Failure to meet these responsibilities may impact service levels or delivery timelines.

4. Rosebud Responsibilities

Rosebud will:

- Deliver services with reasonable skill, care, and diligence
- Provide qualified personnel with appropriate expertise
- Maintain secure delivery practices aligned with public sector expectations
- Provide support in accordance with the published support model
- Notify the Buyer of risks, issues, or dependencies affecting delivery
- Maintain appropriate insurance as required by the Framework

5. Service Levels & Support

5.1 Support availability, response times, and escalation paths are defined in each Service Definition.

5.2 Support is provided via email or ticketing unless otherwise agreed.

5.3 Weekend and out-of-hours response times apply as published.

5.4 Onsite support is available at additional cost and subject to scheduling.

5.5 SLA adherence depends on the Buyer providing timely access, information, and incident classification.

6. Security & Compliance

6.1 Rosebud services rely on Microsoft Azure infrastructure and its associated SLAs.

6.2 Rosebud is not ISO/IEC 27001 certified unless explicitly stated.

6.3 Buyers must configure identity, access, logging, and policy settings correctly to ensure full protection.

6.4 Security analytics and monitoring depend on Buyer-enabled telemetry.

6.5 Rosebud will notify the Buyer of any security incidents affecting service delivery in accordance with legal and contractual obligations.

6.6 The Buyer remains the Data Controller for all data processed under these services.

7. Data Protection

7.1 Both parties will comply with the UK GDPR, Data Protection Act 2018, and any applicable sector-specific regulations.

7.2 Rosebud acts as a Data Processor where applicable and will only process data in accordance with Buyer instructions.

7.3 Data residency and retention settings must be configured by the Buyer.

7.4 Rosebud will not access Buyer data except where required for support, troubleshooting, or service delivery.

7.5 Data will not be transferred outside the UK without Buyer approval.

8. Pricing & Invoicing

8.1 Pricing is defined in the G-Cloud Pricing Document or agreed SoW.

8.2 Charges may include:

- Service subscription fees
- Support fees
- Consultancy or project delivery fees
- Onsite delivery costs
- Third-party licensing (if applicable)

8.3 Invoices are issued in accordance with the Call-Off Contract.

8.4 Late payments may result in service suspension after reasonable notice.

9. Change Control

9.1 Any change to scope, timelines, deliverables, or responsibilities must be agreed through a formal Change Request.

9.2 Changes may affect cost, delivery time, or service levels.

9.3 Rosebud will not proceed with changes until written approval is received.

10. Termination

10.1 Either party may terminate the Call-Off Contract in accordance with the G-Cloud terms.

10.2 Upon termination:

- Access permissions will be removed
- Rosebud will provide offboarding support as defined in the Service Definition

- Any outstanding charges remain payable
- 10.3 Early termination may incur charges where specified in the Call-Off Contract.

11. Liability

11.1 Liability is limited in accordance with the G-Cloud Call-Off Contract.

11.2 Rosebud is not liable for:

- Buyer misconfiguration of identity, access, or security controls
 - Failures caused by third-party systems, tools, or infrastructure
 - Losses arising from inaccurate Buyer information
 - Indirect or consequential losses
- 11.3 Nothing limits liability for fraud or death/personal injury caused by negligence.

12. Intellectual Property Rights

12.1 Rosebud retains ownership of all methodologies, templates, tools, and materials used in service delivery.

12.2 The Buyer receives a non-exclusive licence to use deliverables for internal purposes.

12.3 Third-party software remains subject to its own licensing terms.

13. Confidentiality

13.1 Both parties will treat all information shared during service delivery as confidential.

13.2 Confidentiality obligations continue after contract termination.

13.3 Information may be disclosed where required by law or regulation.

14. Governance & Dispute Resolution

14.1 Governance arrangements will be agreed during onboarding.

14.2 Issues will be escalated through the agreed governance structure.

14.3 Disputes will be resolved in accordance with the Call-Off Contract and UK law.

15. General

- These Terms apply to all Rosebud G-Cloud services unless superseded by a specific SoW.
- Rosebud may update these Terms to reflect legal, regulatory, or operational changes.

- Continued use of the service constitutes acceptance of updated Terms.