



G-Cloud 15

Terms of Service

These G-Cloud Terms and Conditions ("Terms") govern the supply of cloud solutions and professional support services by **Santegic Limited** ("Santegic", "Supplier", "we", "us") to the customer ("Customer", "you") via the G-Cloud Digital Marketplace. Santegic act as an Authorized Reseller and Service Partner for various third-party Cloud Software providers. These Terms are intended to be used for UK public sector procurements and form part of any Call-Off Contract agreed under the G-Cloud framework.

1. Definitions

In these Terms:

- **Call-Off Contract** means the contract formed between Santegic and the Customer under the G-Cloud Framework.
- **Service** means the cloud service described in the applicable Service Definition published on the Digital Marketplace.
- **Customer Data** means all data, including personal data, provided by or on behalf of the Customer for the purpose of using the Service.
- **Data Protection Legislation** means UK GDPR and the Data Protection Act 2018.

2. Scope of the Service

Santegic shall provide the Service in accordance with the Service Definition. The Service includes the core functionality and configuration options described therein; however, the parties may agree on a Statement of Work (SOW) at the Call-Off stage to refine specific deliverables, implementation milestones and support levels within the scope of the G-Cloud framework.

No bespoke development or custom code is included unless expressly agreed in writing as a separate professional services engagement outside the scope of the G-Cloud Service.

3. Service Access and Use

The Customer may access and use the Service for its internal business purposes only. The Customer shall ensure that only authorised users access the Service and that all use

complies with applicable law. The Customer is responsible for maintaining the confidentiality of user credentials.

4. Service Levels and Support

Service availability targets, support hours, and incident response arrangements are as set out in the Service Definition.

Planned maintenance may be required from time to time and will be communicated in advance wherever reasonably practicable.

5. Data Protection

Each party shall comply with Data Protection Legislation.

Where Santegic processes personal data on behalf of the Customer, it does so as a processor acting on the Customer's documented instructions. Details of processing, security measures, and subprocessors are set out in the Service Definition and/or an applicable Data Processing Agreement.

Customer Data remains the property of the Customer.

6. Information Security

Santegic shall implement appropriate technical and organisational measures to protect Customer Data against unauthorised or unlawful processing, accidental loss, destruction, or damage.

Security controls are aligned with recognised good practice and public sector expectations.

7. Intellectual Property Rights

All intellectual property rights in the Service, underlying software or hardware, documentation, and Santegic materials remain the property of Santegic or its licensors.

The Customer is granted a non-exclusive, non-transferable licence to use the Service during the term of the Call-Off Contract.

Customer Data and customer-created content remain the property of the Customer.

8. Confidentiality

Each party shall keep the other party's Confidential Information confidential and shall not disclose it except as required by law or permitted under the Call-Off Contract.

Confidentiality obligations shall survive termination of the Call-Off Contract.

9. Business Continuity and Disaster Recovery

Santegic maintains business continuity and disaster recovery arrangements appropriate to the nature of the Service. These arrangements are designed to support service restoration within defined recovery objectives, as described in the Service Definition.

10. Suspension and Termination

The Customer may terminate the Call-Off Contract in accordance with the G-Cloud Framework terms. Santegic may suspend access to the Service where necessary to protect the security or integrity of the Service, or where required by law, providing notice where reasonably practicable. Upon termination, the Customer's right to access the Service shall cease.

11. Data Access and Exit Management

Upon termination or expiry of the Call-Off Contract, the Customer may request a copy of its Customer Data in a commonly used, machine-readable format.

Following any agreed data retrieval period, Santegic shall securely delete or anonymise Customer Data in accordance with its data retention and deletion policies.

12. Warranties

Santegic warrants that it will provide the Service with reasonable skill and care.

Except as expressly stated in these Terms, no other warranties are given to the extent permitted by law.

13. Liability

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

Subject to the above, each party's total liability arising out of or in connection with the Call-Off Contract shall be limited to the fees paid or payable under the Call-Off Contract in the 12 months preceding the claim.

Neither party shall be liable for indirect or consequential losses, including loss of profit or revenue.

14. Subcontracting

Santegic may use subcontractors to deliver the Service. Santegic remains responsible for the performance of the Service in accordance with the Call-Off Contract.

15. Force Majeure

Neither party shall be liable for delay or failure to perform obligations due to events beyond its reasonable control

16. Governing Law and Jurisdiction

These Terms and any dispute arising out of or in connection with them shall be governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

17. General

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in force.

These Terms, together with the Service Definition and G-Cloud Call-Off Contract, constitute the entire agreement relating to the Service.

Signed for and on behalf of:

CLIENT by:

Signature:

Name:

Date:

SANTEGIC LTD by:

Signature:

Name:

Date: