

CERTUS TECHNOLOGY
A s s o c i a t e s L i m i t e d

Terms and Conditions

January 2026

Lot 3 G-Cloud 15 Framework (RM1557.15)

Version 1.0

1. Definitions, the following words shall have the following meanings:

1.1. The definitions Certus, Client, Client Contact, Consultant, Services, Client Obligations, Commencement Date, Completion Date, Price, Expenses and Invoice Address shall have the meanings set out in the Schedule 1(Sections A-H).

1.2. Agreement shall mean the contract formed by the Client's acceptance of these terms and conditions, including any Schedules and valid Work Orders.

1.3. Background IP shall mean all technical know-how, information, and intellectual property rights owned by or licensed to the Parties prior to the date of this Agreement, including the "Pre-existing materials" as defined in G-Cloud standards.

1.4. Confidential Information: any information disclosed by one party to the other (whether in writing, orally or by any other means) that is identified as confidential or that ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure, including (without limitation) trade secrets, know-how, technical information, business information, financial information, customer information, and the terms of this Agreement, but excluding the information in order to perform its obligations under this Agreement.

1.5. Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR and the Data Protection Act 2018.

1.6. Foreground IP shall mean all information, know-how, results, designs, inventions, workforce models, and system configurations created, developed, or reduced to practice in the course of delivery of the Services.

1.7. Work Order shall mean a specific statement of work, project plan, or scope of work document agreed between the Parties referencing this Agreement, detailing the specific deliverables, timeframes, and estimated effort as described in the Support Services definition.

2. Duration and Termination.

2.1. This Agreement shall commence on the Commencement Date and Certus shall use its reasonable endeavours to complete the work by the Completion Date or such other date as may be agreed by the Parties (in

writing). However, time for delivery of the Services in accordance with the timetable is not a fundamental condition of the Agreement unless and to the extent it is agreed otherwise in this Agreement. If Certus is delayed or prevented from performing its side of this Agreement for reasons beyond its reasonable control the Client will not hold Certus liable for that situation. The same applies in reverse if the Client faces circumstances beyond its reasonable control.

2.2. Where the description of the Services indicates the involvement or use of specific personnel or facilities which Certus are to provide, Certus will use reasonable endeavours to provide or procure the same but reserve the right to substitute reasonably comparable alternative personnel or facilities if they become unavailable for any reason. Certus will normally use reasonable endeavours to notify the Client in advance where practicable of any material change of personnel or facilities.

2.3. Certus may terminate this Agreement with immediate effect by giving written notice if the Client:

2.3.1. Fails to pay any amount due under this Agreement on the due date and remains in default not less than 30 days after being notified in writing;

2.3.2. Commits a material breach of this Agreement which is irremediable or fails to remedy a remediable breach within 10 Business Days;

2.3.3. Suspends payment of its debts, is unable to pay its debts, or becomes subject to any insolvency procedure including administration, liquidation, or winding up; or

2.3.4. Undergoes a Change of Control

2.4. On termination of this Agreement, the Client will pay to Certus all outstanding unpaid invoices and interest, and in respect of Services supplied but not yet invoiced, Certus may submit an invoice which shall be payable immediately on receipt

2.5. On termination of this Agreement, if this Agreement states that Certus will prepare a report, it will be provided to the Client once any payments due under clauses 2.4 and 5 have been received by Certus.

3. Change Control and Work Orders.

3.1. The Services shall be delivered via agreed Work Orders. Each Work Order shall be subject to these Terms and Conditions and captured in Schedule 1 Project Plan.

3.2. Changes to the scope of a Work Order or the Services require Certus's express written approval. Certus reserves the right to charge for

the time spent assessing a request for change on a time and materials basis.

4. Warranties, liability and indemnities

4.1. Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

4.2. Certus undertakes that it will use suitably qualified persons and reasonable endeavours to perform the Services

4.3. Certus expressly does not warrant that any result or objective whether stated in this Agreement or not shall be achieved, be achievable or attained at all or by a given Completion Date or any other date.

4.4. Subject to clause 4.7, Certus's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, to the equivalent of the total charges paid by the Client in that period.

4.5. The limit in clause 4.4 shall not apply to liability arising from breach of Clause 6 and/or Clause 10, which shall instead be limited to two hundred percent (200%) of the total charges paid by the Client in the 12 (twelve) months immediately preceding the date on which the claim arose.

4.6. The financial limits set out in clauses 4.4 and 4.5 operate as separate, independent limits. Any liability which falls within clause 4.5 shall not be taken into account in assessing whether the general limit in clause 4.4 has been reached.

4.7. Nothing in this agreement limits or excludes liability for:

4.7.1. Death or personal injury caused by negligence;

4.7.2. Fraud or fraudulent misrepresentation; or

4.7.3. Any other liability which cannot be limited or excluded by applicable law.

4.8. Subject to clauses 4.4, 4.5 and 4.7, the Client is not entitled to claim from Certus loss of profits, loss of sales, loss of anticipated savings, loss

of use or corruption of software/data, or any indirect or consequential loss.

5. Price and Payment

5.1. The Client shall pay the Price and Expenses in accordance with the Work Order and Section H. Charges may be calculated on a Time and Materials basis or a Fixed Price basis as specified in the relevant Work Order.

5.2. Time and Materials: Where Services are provided on a time and materials basis, charges are calculated in accordance with Certus's standard daily fee rates (based on a 7 hour 30 minute day). Work performed outside these hours may attract overtime rates.

5.3. Fixed Price: Where Services are provided for a fixed price, the Client shall pay the total price in instalments or upon completion of milestones as set out in the Work Order.

5.4. All invoices are payable within 30 days of receipt (or as specified in Section H).

5.5. (Suspension Rights) Without prejudice to any other right or remedy, if the Client fails to pay Certus on the due date, Certus may suspend all Services until payment has been made in full.

5.6. Interest shall accrue on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. Confidential Information.

6.1. It is agreed that during the Agreement and for five years after the Agreement ends Certus and the Client shall each keep secret the other Party's Confidential Information which may become known to that Party from the other Party, unless the relevant information is public knowledge or already known to that Party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that Party from a third party.

6.2. To the extent necessary but only to perform the Services each Party may disclose Confidential Information of the other to those of its personnel as may be reasonably necessary, provided that before any such disclosure takes place each Party shall ensure the recipients are under obligations to keep the same secret and only to use it to perform

the Services and shall at all times procure compliance by those persons with those obligations.

7. Intellectual Property Rights.

7.1. Ownership: All Background IP and Foreground IP (including all workforce models, system builds, and configurations created during the Services) shall be owned by Certus.

7.2. Licence: Subject to payment of all Charges, Certus grants the Client a non-exclusive, non-transferable licence to use the Foreground IP for its internal business purposes to the extent necessary to make reasonable use of the Services.

7.3. The Client acknowledges that it will not obtain any right, title, or interest in any Background IP or Foreground IP provided by Certus, other than the licence granted in clause 7.2.

7.4. IPR Indemnity: Certus shall indemnify the Client, its officers, directors and employees against any third-party claim that the Client's use of the Foreground IP or Services in accordance with this Agreement infringes any United Kingdom patent, copyright, trade mark, database right or right of confidentiality, and shall pay any amounts awarded against the Client in judgment or settlement.

7.5. Certus shall have no liability under clause 7.4 to the extent that the claim arises from:

- 7.5.1. The use of Background IP provided by the Client or compliance with the Client Obligations;
- 7.5.2. Modification of the Foreground IP or Services by anyone other than Certus;
- 7.5.3. Use of the Services outside the scope permitted by this Agreement or contrary to Certus's instructions; or
- 7.5.4. The Client's continued use of the infringing material after notice of alleged infringement.

7.6. To benefit from indemnification under this clause, the Client must:

- 7.6.1. Notify Certus promptly of any claim;
- 7.6.2. Allow Certus sole control of the defence and settlement; and
- 7.6.3. Provide reasonable co-operation at Certus's expense.

7.7. If a claim is made or anticipated, Certus may at its option and expense:

- 7.7.1. Procure the right for the Client to continue using the Foreground IP/Services;

7.7.2. Modify or replace the Foreground IP/Services so they become non-infringing; or

7.7.3. If 7.7.1 and 7.7.2 are not reasonably available, terminate this Agreement on 5 Business Days' notice.

7.8. If Certus terminates under clause 7.7.3, Certus shall refund to the Client a pro-rata portion of any Charges paid in advance for Services not yet delivered. This clause 7 states the Client's sole remedy for any claim that the Services infringe third-party Intellectual Property Rights.

8. Visits and Property.

8.1. The Client may attend, on reasonable notice and at mutually agreed times at Certus premises and inspect progress of the Services from time to time. Certus shall not be liable for any loss, destruction of or damage to items or property provided by the Client to Certus on whatever terms in connection with the Services, except if caused by the negligence, wilful misconduct or fault of Certus, its agents, employees, contractors and representatives and always subject to clauses 4.4, 4.5 and 4.6.

8.2. The Client agrees to ensure that Certus personnel or other persons authorised by Certus who visit the Client's premises in relation to this Agreement will at all times be kept safe whilst on the Client's premises. It is the Client's responsibility to ensure that any such visitors are made aware of any applicable site and or health and safety rules in advance.

8.3. To the extent that Certus personnel visit the Client's premises in connection with the Agreement, the Client will maintain occupier's liability insurance with a reputable insurer of an amount of not less than £5 million for each and every claim for personal injury and/or loss or damage to goods and provide Certus when reasonably requested satisfactory evidence that the Client is so insured and that the premiums are paid up to date.

8.4. Client Obligations: The Client shall provide all information, materials, and "Client Obligations" set out in the Work Order (including defining Job Roles, training programmes, and Data Sharing Agreements) in a timely manner.

8.5. If Certus's performance is prevented or delayed by any act or omission of the Client (including failure to meet dependencies), Certus shall not be liable for any costs or losses sustained by the Client.

9. Approval/Amendment.

9.1. The Client acknowledges and agrees that no signature other than that of an authorised representative of Certus shall make this Agreement binding on Certus.

9.2. No variation, amendment or addition to this Agreement can be made or agreed unless it is in writing and signed by an authorised representative of Certus.

9.3. Certus reserves the right to adjust the Price caused by proposed changes at its entire discretion. Certus will indicate in advance any proposed change in scope and any impact on the Price that the Client will pay as a result of such a change.

10. Data Protection

10.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Certus is the Data Processor.

10.2. Where the Services involve the processing of Personal Data (including staff competency records), the Parties shall comply with the provisions set out in Schedule 2 (Data Security and Protection). The Parties acknowledge that Schedule 2 constitutes the written contract required by Article 28 of the UK GDPR.

11. Force majeure.

11.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) where such failure or delay results from circumstances beyond that Party's reasonable control.

11.2. Where this Agreement is entered into pursuant to a G-Cloud Call-Off Contract, the force majeure provisions (including definitions and termination rights) of that Call-Off Contract shall apply and prevail over this clause.

12. Dispute Resolution and Applicable Law.

12.1. If any dispute or disagreement arises out of this Agreement, the Parties shall attempt in good faith to settle the matter in dispute or disagreement by negotiation. Any settlement or agreement reached by

the Parties shall not be binding on either Party unless it is in writing and signed by a person duly authorised on behalf of that Party.

12.2. Nothing in this clause 13 shall prevent either Party from commencing court proceedings.

12.3. The Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

12.4 Where this Agreement is entered into pursuant to a G-Cloud Call-Off Contract, in the event of any conflict between the terms of this Agreement and the terms of the applicable G-Cloud Call-Off Contract, the G-Cloud Call-Off Contract shall prevail.

13. Notices.

Any notice to be served on either of the Parties by the other shall be sent by prepaid first-class recorded delivery or registered post or delivered by hand to the address set out in Sections A and C or such other addresses as may be notified in writing by either Party to them for the purpose of this clause after Agreement has been formed and the same shall be deemed to be received by the addressee (if sent by post) within 48 hours of posting or (if delivered by hand) at the time the same was left at the address for the addressee.

14. Entire Agreement.

The Agreement constitutes the entire agreement between the Client and Certus relating to the Services and sets out the terms expressly agreed between the Client and Certus in relation to such Services. Accordingly any other terms undertakings promises understandings or arrangements of whatsoever kind reached or given between the Parties or by other persons in but not set down in the applicable Agreement are excluded.

15. Anti-Bribery.

Both Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK.

16. General.

16.1. The failure by the Client or Certus to enforce at any time or for any period any one or more of the terms of the Agreement shall not be a waiver of such terms nor of the right at any time subsequently to enforce any of the terms of the Agreement.

16.2. All rights under the Agreement are accumulative and no exercise by the Client or by Certus of any such right shall restrict or prejudice the exercise of any other right available to either Party.

16.3. The Client does not have the power to act on Certus's behalf or otherwise bind Certus in any way whatsoever.

16.4. The Client may not assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement without prior written agreement of Certus.

16.5. By entering into the Agreement the Client is not entering in a partnership or joint venture with Certus nor with anyone else nor does it create a relationship of employer and employee nor that of principal and agent.

16.6. Under the Contracts (Rights of Third Parties) Act 1999 in certain circumstances, persons who are not Parties to a contract can benefit from and or enforce its terms. For the purposes of the Agreement the Client agrees with Certus that no other person can enforce or benefit from any term of the Agreement (unless and to the extent that stated otherwise in the Agreement).

Schedule 1: Support Service Agreement

A	Certus Technologies Ltd., whose registered address is 9 Abbey Road, Mount Pleasant Exeter, Devon, EX4 7BG (“Certus”)
B <i>Insert the full legal name and address of the Client</i>	Client: [Insert Name] (the “Client”)
C <i>Insert the Client’s contact person and their details</i>	Client Contact: [Insert Name] (the “Client Contact”)
D <i>Describe the work and any deliverables or attach a detailed description thereof and refer to that attachment here</i>	Services: As defined in the attached Work Order or Scope of Work Ref: [Insert Ref] (the “Services”)
E <i>Insert any additional Client Obligations</i>	Client Obligations: As defined in the Work Order (the “Client Obligations”)
F <i>Insert start and end date</i>	Timetable: Start Date: [Date] End Date: [Date] (the “Commencement Date” and the “Completion Date”)
G <i>Insert charges and out of pocket expenses</i>	Price & Expenses: [Insert Rate Card or Fixed Price sum](exclusive of VAT): (the “Expenses”)

[illegible]

By signing you are agreeing to these terms and conditions:

For and behalf of Certus

For and behalf of The Client

Schedule 2: Data Security and Protection

Introduction

This Schedule forms part of the General Terms and Part 2 complies with Article 28 of UK GDPR.

Part 1: Data Security

This Part applies to all Client Data, whether or not personal data.

1. Certus Responsibilities

1.1 The Certus has implemented and shall maintain an Information Security Management System (ISMS) in accordance with Good Industry Practice, including technical and organisational measures to ensure an appropriate level of security for Client Data. The details of these measures are available upon request. The Client acknowledges that the security measures are subject to technical progress and development and that the Certus may update or modify the security measures from time to time provided that such updates and modifications do not result in a material degradation of the overall security of the Services.

1.2 As part of the ISMS, the Certus maintains policies and procedures to investigate and respond to security incidents. If the Certus suspects or has reason to believe that Client Data has or may become compromised the Certus shall notify the Client without undue delay, and within 72 hours, and inform the Client of the remedial action to be undertaken at its cost.

1.3 The Certus will comply with its Information Security Policy.

2. Data Backup

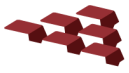
2.1 The Certus shall implement and maintain robust backup mechanisms and redundancy measures to facilitate the prompt recovery of data and services in the event of a disaster. These measures shall cover all code, configuration data and Client Data necessary to recovery and the regular testing of the recovery procedures.

2.2 The Certus commits to a Recovery Time Objective of less than 24 hours.

2.3 The Certus shall back-up Client Data at least once in each 24 hour period and hold this data at a separate independent data storage facility. In the event of any loss or damage to Client Data, the Certus shall use its reasonable endeavours to restore the lost or damaged Client Data using the latest back-up of such Client Data.

3. Termination and Exit

3.1 On termination of this Agreement for any reason:



- (a) the Certus shall, at the Client's request, provide the Client with a copy of the Client Data in an industry-standard machine-readable format;
 - (b) the Certus shall make the Services accessible to the Client for up to 30 days following termination to enable data retrieval, if requested in writing within 14 days of termination;
 - (c) following the period in clause 3.1(b), or earlier at the Client's request, the Certus shall securely delete all Client Data and provide written confirmation of deletion; and
 - (d) the Certus shall provide reasonable transition assistance at its then-current professional services rates, with up to 4 hours provided at no additional charge.
- 3.2 The Certus has no obligation to retain Client Data after the period in clause 3.1(b).

4. Security Certifications

4.1 The Certus warrants that it holds, and shall maintain throughout the Subscription Term, valid Cyber Essentials certification (or Cyber Essentials Plus where required under any applicable G-Cloud Call-Off Contract).

4.2 The Certus shall, upon reasonable request (and no more than once per calendar year), provide the Client with:

- (a) evidence of current Cyber Essentials or Cyber Essentials Plus certification;
- (b) evidence of NHS Data Security and Protection Toolkit (DSPT) submission status; and
- (c) a summary of any other relevant security certifications held.

4.3 The Certus shall notify the Client within 30 days if any security certification referenced in this clause 4 lapses, is suspended, or is withdrawn, and shall provide a remediation plan.

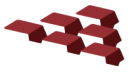
Part 2: Data Protection

This part only applies to Client Data that is personal data.

1. Data Processing

Network Processing Arrangements

- (a) The Client may be acting on its own behalf and/or on behalf of other NHS bodies or public sector organisations with which it has data sharing or collaborative working arrangements ("Participating Organisations").
- (b) Where the Client enters into this Agreement on behalf of Participating Organisations:
 - (i) the Client warrants that it has the authority to do so and to bind the Participating Organisations to the data processing terms of this Agreement;



(ii) the Client warrants that appropriate data sharing agreements or joint controller arrangements are in place between the Client and the Participating Organisations;

(iii) the Client warrants that each Participating Organisation has established a lawful basis under the Data Protection Legislation for the processing of personal data by the Certus;

(iv) references to "Client Data" in this Agreement include personal data provided by or relating to data subjects of any Participating Organisation;

(v) the Client shall act as the single point of contact for all matters relating to data protection under this Agreement, including the giving of instructions, receipt of breach notifications, and co-ordination of data subject requests; and

(vi) the Certus's obligations under this Part 2 shall extend to personal data of all Participating Organisations, and the Client shall ensure that Participating Organisations are informed of, and comply with, any relevant obligations.

(c) The Certus shall not be required to enter into separate data processing agreements with individual Participating Organisations, this Agreement being sufficient for the purposes of Article 28 of UK GDPR.

1.1 The Certus warrants that to the extent it processes any personal data on behalf of the Client (including personal data of Participating Organisations):

(a) it shall act only on instructions from the Client;

(b) it has in place appropriate technical and organisational security measures (which may be subject to approval by the Client) against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Such measures shall be appropriate to the harm that might result from the unauthorised or unlawful processing;

(c) ensure all personnel who have access to the personal data are obliged to keep it confidential;

(d) assist the Client to respond to a data subject's request to enforce their rights of subject access, rectification, erasure and any other rights conferred by the Data Protection Legislation;

(e) assist the Client if requested with respect to security, breach notifications, impact assessments and any investigations by a supervisory authority or regulator;

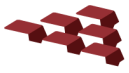
(f) notify the Client without undue delay and within 72 hours in the event of a data security breach and assist the Client with any investigations;

(g) at the direction of the Client delete or return to the Client all personal data and copies on termination unless required by law to retain the same; and

(h) maintain complete and accurate records to demonstrate its compliance with this Schedule and, on not less than 30 days' prior written notice, permit the Client (or its designated auditor) to audit compliance with this Schedule and the Certus's relevant security controls, provided that any audit:

-is conducted during Normal Business Hours;

-does not unreasonably interfere with the Certus's operations;



-does not exceed one audit per calendar year (unless a material breach has been identified); and is at the Client's cost (unless the audit reveals a material breach by the Certus).

1.2 Sub-processors

(a) The Client provides general authorisation for the Certus to engage sub-processors to process personal data under this Agreement.

(b) The Certus shall maintain a current list of sub-processors on its website or provide it to the Client upon request.

(c) The Certus shall give the Client at least 30 days' prior written notice of any new sub-processor. If the Client has reasonable grounds to object, the parties shall discuss in good faith. If the objection cannot be resolved, the Client may terminate this Agreement on 30 days' written notice.

(d) The Certus shall ensure that any sub-processor enters into a written agreement containing data protection obligations no less protective than those in this Schedule.

1.3 The Certus shall at all times comply with its obligations under the Data Protection Legislation including maintaining any valid and up-to-date registration or notification required.

1.4 The Certus will not transfer any personal data outside the UK unless the prior consent of the Client has been obtained and, if required by applicable law, the Certus and the recipient or processor of the personal data will enter into a data transfer agreement that is consistent with the requirements of applicable law. The Certus shall also ensure that:

(a) appropriate safeguards have been provided;

(b) the data subjects have enforceable rights and effective legal remedies in relation to any transferred personal data; and

(c) adequate levels of protection in relation to any personal data that is transferred.

1.5 The Certus agrees to indemnify, keep indemnified and defend at its own expense the Client against all costs, claims, damages or expenses incurred by the Client or for which the Client may become liable due to any failure by the Certus or its employees or agents to comply with any of its obligations under Part 2 of this Schedule and/or the provisions of the Data Protection Legislation.

1.6 The obligations in relation to data protection set out in this clause shall not be affected by the expiry or termination of this Agreement.