

Origin

G-Cloud 15, Terms & Conditions of Service

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These Terms & Conditions of Service ("Terms") set out the basis on which the Supplier provides the Origin service to Customer organisations purchasing via the G-Cloud 15 framework.

1. Parties and definitions

1.1 Supplier: Heteronomy UK Limited ("Supplier"), branded as Ridango.

1.2 Customer: the contracting public sector organisation purchasing the Service ("Customer").

1.3 Service documentation: these Terms should be read together with the published G-Cloud documents for Origin, including the Service Definition and Pricing Document. If there is a conflict, the order of precedence is: (a) Order Form or call-off contract; (b) these Terms; (c) Service Definition; (d) Pricing Document.

2. The Service

2.1 Origin is provided as a software-as-a-service offering comprising two subscription services:

- Platform – hosting, data integrations, data processing and APIs that ingest and process operational data and make it available to Origin.
- Origin – the live monitoring and performance analytics application used to view real-time operations, investigate issues and analyse historical performance.

2.2 The Service is provided to the Customer on a subscription basis for the term stated in the applicable call-off contract.

2.3 The Supplier may make changes to the Service to maintain security, performance and compatibility, and to deliver standard product improvements.

3. Ordering and access

3.1 The Customer places an order for the Service via a call-off contract or order form referencing Origin on G-Cloud 15 ("Order").

3.2 The Supplier will provide access credentials to authorised Customer users. The Customer is responsible for ensuring that user accounts are only used by authorised personnel and for promptly removing access when no longer required.

3.3 The Service is intended for organisational use by public sector bodies and their authorised agents, not for consumer use.

4. Fees, invoicing and payment

4.1 Pricing is stated as monthly per-vehicle subscription fees for Platform and Origin, with automatic volume-tier discounts applied per service.

4.2 Fees are calculated using the applicable monthly rates and are invoiced annually in advance unless otherwise agreed in writing.

4.3 All prices are stated in GBP and exclude VAT unless stated otherwise.

4.4 The Customer will pay all undisputed invoices within 30 days of the invoice date unless the call-off contract specifies a different payment term.

4.5 If the Customer disputes an invoice, it must notify the Supplier promptly and pay any undisputed amounts on time.

5. Service availability and maintenance

5.1 The Supplier targets 99.95% service availability per calendar month, excluding planned maintenance and outages caused by factors outside the Supplier's reasonable control (including Customer networks, third-party telecommunications, or third-party data sources).

5.2 Planned maintenance will be communicated in advance where reasonably practicable and scheduled to minimise customer impact.

5.3 The availability target relates to the ability of authorised users to access and use the Service. Support coverage is described in clause 6.

6. Support

6.1 Support is provided via the Supplier service desk during 09:00–17:00 UK local time (GMT/BST as applicable) on business days (excluding UK public holidays) unless the call-off contract states otherwise.

6.2 Incidents are prioritised using severity classifications and target response/resolution times as set out in Schedule 1.

6.3 The Supplier will provide status updates and a reference number for each support request.

7. Information security and data protection

7.1 Each party will comply with applicable data protection laws, including UK GDPR and the Data Protection Act 2018.

7.2 Where the Supplier processes personal data on behalf of the Customer, the Supplier acts as a processor and the Customer acts as controller (unless otherwise agreed).

7.3 The Service is hosted on AWS, with the primary hosting region in the UK (AWS London – eu-west-2). Where resilience arrangements are used, backup copies may be stored within the EEA.

7.4 Data is encrypted in transit using TLS 1.2 or higher and encrypted at rest. Access is controlled through role-based permissions and audit logging.

7.5 The Supplier will notify the Customer without undue delay after becoming aware of a personal data breach relating to the Service.

8. Customer responsibilities

8.1 The Customer is responsible for:

- providing accurate and lawful data for the Service and ensuring it has the right to provide that data;
- maintaining suitable internet connectivity and compatible end-user devices;
- managing users and access controls, including MFA where configured;
- providing first-line operational triage where agreed, and supplying information reasonably requested to investigate incidents;
- using the Service in compliance with applicable laws and the acceptable use requirements in clause 9.

9. Acceptable use

9.1 The Customer must not (and must not allow any user to):

- use the Service to store or transmit malware, or to attempt unauthorised access to systems or data;
- use the Service in a way that interferes with or disrupts the Service or its security controls;
- reverse engineer, decompile or attempt to derive source code except to the extent permitted by law;
- use the Service to process special category data unless expressly agreed in writing and supported by appropriate controls.

10. Intellectual property

10.1 The Supplier retains all intellectual property rights in the Service, documentation and any updates.

10.2 The Customer retains all intellectual property rights in Customer data.

10.3 The Supplier grants the Customer a non-exclusive, non-transferable right to access and use the Service during the term for its internal business purposes.

11. Confidentiality

11.1 Each party will keep the other party's confidential information confidential and use it only to perform its obligations or exercise its rights under the call-off contract.

11.2 This clause does not apply to information that is public, independently developed, or lawfully received from a third party without restriction.

12. Liability

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

12.2 Subject to clause 12.1 and any mandatory framework terms, each party's total aggregate liability arising out of or in connection with the Service in any contract year is limited to the fees paid or payable by the Customer for the Service in that contract year.

12.3 Neither party will be liable for indirect or consequential loss (including loss of profit, revenue, or goodwill), except where such exclusion is not permitted by law.

13. Termination and suspension

13.1 Either party may terminate the call-off contract for material breach if the other party fails to remedy that breach within 30 days of written notice.

13.2 The Supplier may suspend access to the Service if required to do so by law, or where necessary to address a security threat, or for non-payment of undisputed invoices (subject to reasonable notice).

13.3 On termination or expiry, the Customer's access will be removed in accordance with clause 14.

14. Exit, data return and deletion

14.1 During the term, the Customer may export data using the Service's standard export capabilities.

14.2 On termination or expiry, the Supplier will, on request, provide the Customer with a copy of Customer data in a reasonable and commonly used format, subject to any applicable framework requirements and the Customer paying any agreed exit assistance charges (if any).

14.3 Following completion of data return, the Supplier will delete Customer data from its systems within a reasonable period, except to the extent retention is required by law or for legitimate backup and audit purposes (in which case data will be securely isolated and deleted in line with normal backup cycles).

15. General

15.1 Assignment: neither party may assign this agreement without the other party's written consent, except to an affiliate or as part of a corporate reorganisation, provided the assignee can perform the obligations.

15.2 Subcontracting: the Supplier doesn't require subcontractors to deliver the Service. However if separately agreed with the Customer the Supplier may use subcontractors to enhance the Service, and remains responsible for their performance.

15.3 Force majeure: neither party is liable for failure to perform due to events outside its reasonable control.

15.4 Notices: notices must be in writing and sent to the addresses set out in the call-off contract.

16. Governing law and jurisdiction

These Terms and any disputes arising from them are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, subject to any mandatory framework provisions.

Schedule 1 – Support Services and Service Levels

1. Support Hours

Support Hours are 09:00 to 17:00 (UK local time, GMT/BST as applicable) on Business Days.

Business Day means any day other than a Saturday, Sunday or public holiday in the United Kingdom.

2. Helpdesk and Logging Requests

The Customer will be provided with access to the Supplier's service desk for logging support requests.

The service desk portal is available 24/7 for submission of support requests. Requests are triaged and actioned during Support Hours.

3. Customer First-Line Support

Unless otherwise agreed in writing, the Customer will provide first-line support to its end users, including: (a) triaging user issues; (b) confirming whether an issue is a user error or a service fault; (c) gathering relevant diagnostics and context; and (d) escalating validated faults to the Supplier.

4. Severity Classifications

Severity Level	Description
Severity 1	"Severity 1" is the most severe. Fault is one that results in a full Subscription Services outage.
Severity 2	Fault prevents key functions of a Subscription Services materially working in accordance with the User Documentation.
Severity 3	Fault is one that results in a Subscription Services operating with restrictions on certain functions or causes performance degradation that is not critical to customer's overall business.
Severity 4	Fault is one that results in a Subscription Services operating with minor inconveniences which are not critical to customer's overall business.

5. Response and Resolution Targets

Targets below apply during Support Hours on Business Days, unless stated otherwise.

Severity Level and Ticket Priority	Initial Response	Resolution Target
Severity 1	1/2 hour of notification	4 hours
Severity 2	1 hour of notification	8 hours
Severity 3	24 hours of notification	4 weeks
Severity 4	48 hours of notification	Within a scheduled release

6. Availability (Uptime) Commitment

The Supplier will use reasonable endeavours to achieve service availability (Uptime) of not less than 99.95% per calendar month, excluding Planned Maintenance and outages outside the Supplier's reasonable control.

Planned Maintenance means pre-notified maintenance required to maintain, patch or improve the service. The Supplier will aim to carry out Planned Maintenance outside Support Hours where practicable. Emergency maintenance may be performed at any time where necessary to protect security or service integrity. The Supplier will aim to provide at least five (5) Business Days' notice of Planned Maintenance where practicable. Uptime is measured per calendar month based on the ability of authorised users to access the service.

7. Exclusions

The Supplier is not responsible for service interruption or performance issues caused by: (a) Customer connectivity, hardware, or environments; (b) third-party systems or data feeds outside the Supplier's control; (c) misuse of the service; or (d) force majeure events.

Schedule 2 – Customer Obligations and Data Dependencies

This Schedule summarises key Customer obligations that support delivery of the service.

1. Access and Cooperation

The Customer will provide timely access to relevant personnel, systems and information reasonably required for onboarding, integration, troubleshooting and ongoing service delivery.

2. Data Feeds and Third-Party Permissions

Where Origin relies on third-party APIs, telemetry feeds or other data sources, the Customer is responsible for obtaining and maintaining the necessary permissions, licences and credentials to enable the Supplier to receive and process such data.

The Customer acknowledges that the service is dependent on the availability and quality of these data sources, and that missing, delayed, incomplete or inaccurate data may affect service outputs.

3. Change Impacts

If a third party changes an API, data feed, or integration behaviour, additional work may be required to maintain or restore functionality. Any such work will be handled in accordance with the change control provisions in the main Terms or as otherwise agreed in writing.

4. User Management

The Customer is responsible for managing its users (including joiners/leavers), ensuring that credentials are kept confidential, and promptly notifying the Supplier of suspected unauthorised access.