



Supplier Terms and Conditions

These Supplier Terms and Conditions ("Supplier Terms") form part of the Call-Off Contract entered into between Mi-Case UK Limited ("Supplier") and the Buyer under the G-Cloud Framework Agreement. In these Supplier Terms, "Buyer" means the contracting authority or other entity that has entered into a Call-Off Contract with Supplier for the provision of G-Cloud Services.

These Supplier Terms are subject to, and shall be interpreted in accordance with, the G-Cloud Framework Agreement and the Call-Off Contract. In the event of any conflict or inconsistency between these Supplier Terms and the Framework Agreement or Call-Off Contract, the Framework Agreement and Call-Off Contract shall prevail.

Capitalised terms used but not defined in these Supplier Terms have the meanings given to them in the Framework Agreement or Call-Off Contract.

1. Definitions

1.1 In these Supplier Terms, the following definitions apply:

"Authorised Users" means the individuals who are authorised by Buyer to access and use the Cloud Software, as specified in the Call-Off Contract or Order Form.

"Buyer Data" means all data and information submitted by Buyer or Authorised Users to the Cloud Software, or generated by Buyer's use of the Cloud Software, excluding any Supplier intellectual property.

"Cloud Software" means the software applications provided by Supplier on a software-as-a-service basis under Lot 2 of the G-Cloud Framework, as identified in the Call-Off Contract.

"Defect" means a material failure of the Cloud Software to conform to its Documentation, where Buyer has provided Supplier with sufficient information to investigate the failure.

"Documentation" means the user guides, help files, and technical specifications that Supplier makes available to Buyer describing the functionality and operation of the Cloud Software.

"Professional Services" means the implementation, training, advisory, and consultancy services provided by Supplier under Lot 3 of the G-Cloud Framework, as specified in the Call-Off Contract or Order Form.

"Technical Support" means the help desk and technical assistance services provided by Supplier to Buyer in connection with the Cloud Software, as described in Schedule 1 (Service Level Agreement).

1.2 Unless the context otherwise requires:

- (a) a reference to a statute or statutory provision includes any subordinate legislation made under it and any amendment, extension, or re-enactment of it;
- (b) a reference to "writing" or "written" includes email;
- (c) the words "include", "includes", and "including" are deemed to be followed by the words "without limitation"; and
- (d) headings are for convenience only and do not affect interpretation.

2. Software Licence and Access

2.1 Licence Grant. Subject to the terms of the Call-Off Contract and these Supplier Terms, Supplier grants to Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to access and use the Cloud Software solely for Buyer's internal business purposes.

2.2 Authorised Users. The licence granted under clause 2.1 includes the right for Buyer to permit Authorised Users to access and use the Cloud Software. Buyer is responsible for ensuring that Authorised Users comply with these Supplier Terms.

2.3 Documentation. Buyer may make a reasonable number of copies of the Documentation for internal use by Authorised Users.

2.4 Licence Restrictions. Buyer shall not, and shall ensure that Authorised Users do not:

- (a) sublicense, assign, or otherwise transfer rights in the Cloud Software to any third party;
- (b) use the Cloud Software for the benefit of any third party, including on a service bureau, timesharing, or outsourcing basis;
- (c) copy, modify, adapt, or create derivative works of the Cloud Software;
- (d) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Cloud Software, except to the extent expressly permitted by applicable law;
- (e) remove, alter, or obscure any proprietary notices or labels on the Cloud Software or Documentation; or
- (f) use the Cloud Software in any way that violates applicable law or the Acceptable Use requirements in clause 5.

3. Professional Services

3.1 Scope. Supplier shall provide the Professional Services specified in the Call-Off Contract or Order Form. Professional Services may include implementation, configuration, training, data migration, advisory, and consultancy services in connection with the Cloud Software.

3.2 Performance. Supplier shall perform Professional Services with reasonable skill and care using personnel with appropriate qualifications and experience.

3.3 **Buyer Dependencies.** Buyer shall provide Supplier with timely access to personnel, information, systems, and facilities reasonably required for Supplier to perform Professional Services. If Supplier's performance is delayed or prevented by Buyer's failure to fulfil its obligations under this clause 3.3, any affected timelines shall be extended accordingly and Supplier shall not be liable for such delay.

4. Service Levels

4.1 **Incorporation.** Schedule 1 (Service Level Agreement) ("Schedule 1") forms part of these Supplier Terms.

4.2 **Availability.** Supplier shall make the Cloud Software available in accordance with the Availability Commitment set out in Schedule 1.

4.3 **Technical Support.** Supplier shall provide Technical Support in accordance with the support hours, response times, and procedures set out in Schedule 1.

4.4 **Service Credits.** If Supplier fails to meet the Availability Commitment, Buyer may be entitled to Service Credits as set out in Schedule 1. Service Credits are Buyer's sole and exclusive remedy for any failure to meet the Availability Commitment.

5. Buyer Obligations

5.1 **Accurate Information.** Buyer shall ensure that all information provided to Supplier in connection with the Cloud Software and Professional Services is complete and accurate in all material respects.

5.2 **Cooperation.** Buyer shall cooperate with Supplier and provide timely decisions, approvals, and responses reasonably required for Supplier to perform its obligations.

5.3 **User Management.** Buyer is responsible for managing Authorised User accounts, including maintaining the confidentiality of login credentials and promptly disabling access for individuals no longer authorised to use the Cloud Software.

5.4 **Acceptable Use.** Buyer shall not, and shall ensure that Authorised Users do not:

- (a) use the Cloud Software in violation of applicable law;
- (b) transmit any material that is unlawful, harmful, threatening, defamatory, or otherwise objectionable;
- (c) attempt to gain unauthorised access to the Cloud Software or its related systems;
- (d) introduce viruses, malware, or other harmful code;
- (e) interfere with or disrupt the integrity or performance of the Cloud Software; or
- (f) use the Cloud Software in a manner that adversely affects other customers of Supplier.

5.5 Infrastructure. Buyer is responsible for obtaining and maintaining its own internet connectivity, hardware, and software required to access and use the Cloud Software.

5.6 Consequences of Breach. If Buyer breaches any obligation under this clause 5, Supplier shall not be liable for any resulting degradation in the performance or availability of the Cloud Software.

6. Fees and Payment

6.1 Fees. Buyer shall pay the fees specified in the Call-Off Contract or Order Form in accordance with the payment terms set out therein.

6.2 Invoicing. Supplier shall invoice Buyer in accordance with the invoicing frequency specified in the Call-Off Contract or Order Form. Unless otherwise specified, Buyer shall pay each invoice within 30 days of receipt.

6.3 Value-Added Tax. All fees are exclusive of VAT and any other applicable taxes, duties, or levies. Buyer is responsible for paying all taxes arising in connection with the Call-Off Contract, except for taxes based on Supplier's net income. Where Supplier is required to collect or remit taxes, such amounts shall be added to Buyer's invoice.

6.4 Expenses. Where Professional Services require Supplier personnel to travel to Buyer's premises, Buyer shall reimburse Supplier for reasonable travel and accommodation expenses incurred, provided such expenses have been approved by Buyer in advance.

7. Data and Security

7.1 Security. Supplier shall implement and maintain appropriate technical and organisational measures to protect Buyer Data against unauthorised access, loss, or destruction.

7.2 Incident Response. Supplier shall notify Buyer without undue delay upon becoming aware of any security incident that affects Buyer Data. Supplier shall cooperate with Buyer in investigating and mitigating any such incident.

7.3 Disaster Recovery. Supplier shall maintain disaster recovery capabilities for the Cloud Software. Recovery time objectives and recovery point objectives shall be as agreed in the Call-Off Contract or Order Form.

7.4 Use of Buyer Data. Supplier shall process Buyer Data solely as necessary to provide the Cloud Software and Professional Services. Supplier may use aggregated and anonymised data derived from Buyer's use of the Cloud Software for service improvement, benchmarking, and product development purposes, provided such data does not identify Buyer or any individual.

8. Intellectual Property

8.1 Supplier Ownership. Supplier retains all right, title, and interest in and to the Cloud Software, Documentation, and all related intellectual property rights. Nothing in these Supplier Terms or the Call-Off Contract transfers ownership of any intellectual property to Buyer, except as expressly stated.

8.2 **Buyer Data.** Buyer retains all right, title, and interest in and to Buyer Data. Supplier acquires no rights in Buyer Data except the limited right to process it for the purpose of providing the Cloud Software and Professional Services in accordance with the Call-Off Contract.

8.3 **Professional Services Deliverables.** Unless otherwise agreed in the Call-Off Contract or Order Form, Buyer receives a non-exclusive, non-transferable licence to use any deliverables created by Supplier in the course of providing Professional Services, solely for Buyer's internal business purposes. Supplier retains all intellectual property rights in such deliverables and may reuse methodologies, tools, techniques, and know-how developed or used in providing Professional Services.

8.4 **Feedback.** Buyer hereby grants Supplier a perpetual, royalty-free, worldwide licence to use, incorporate, and commercialise Feedback in any manner without restriction or obligation to Buyer.

9. Warranties and Disclaimers

9.1 **Cloud Software Warranty.** Supplier warrants that during the Call-Off Contract Term, the Cloud Software will perform substantially in accordance with the Documentation.

9.2 **Defect Remedy.** If Buyer reports a Defect to Supplier with sufficient detail to enable Supplier to replicate it, Supplier shall use reasonable efforts to provide a workaround or correction in accordance with the support procedures set out in Schedule 1 (Service Level Agreement). This is Buyer's sole and exclusive remedy for Defects.

9.3 **Professional Services Warranty.** Supplier warrants that Professional Services will be performed with reasonable skill and care using appropriately qualified personnel.

9.4 **Professional Services Remedy.** If Professional Services do not conform to the warranty in clause 9.3, Buyer must notify Supplier in writing within thirty (30) days of performance. Supplier shall re-perform the non-conforming services at no additional charge. This is Buyer's sole and exclusive remedy for non-conforming Professional Services.

9.5 **Disclaimer.** Except as expressly stated in these Supplier Terms, all warranties, conditions, and terms implied by statute, common law, or otherwise are excluded to the fullest extent permitted by law, including any implied warranties of satisfactory quality, fitness for a particular purpose, or non-infringement. Supplier does not warrant that the Cloud Software will be error-free or uninterrupted.

9.6 **Third-Party Services.** The Cloud Software may rely on services or infrastructure provided by third parties. Supplier is not responsible for any failure or degradation of the Cloud Software caused by third-party services outside Supplier's reasonable control.

10. Limitation of Liability

10.1 **Exceptions.** Nothing in these Supplier Terms or the Call-Off Contract limits or excludes either party's liability for:

- (a) death or personal injury caused by negligence;

- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be limited or excluded by applicable law.

10.2 Excluded Losses. Subject to clause 10.1, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profits; (ii) loss of revenue; (iii) loss of business; (iv) loss of anticipated savings; (v) loss of goodwill; (vi) loss of data (other than Supplier's obligations regarding Buyer Data under clause 7); or (vii) indirect, special, or consequential loss or damage, even if such loss was foreseeable or the party had been advised of the possibility of such loss.

10.3 Liability Cap. Subject to clauses 10.1 and 10.2, each party's total aggregate liability arising under or in connection with the Call-Off Contract shall be as set out in the Call-Off Contract.

10.4 Allocation of Risk. Buyer acknowledges that the fees charged by Supplier reflect the allocation of risk set out in these Supplier Terms, and that Supplier would not enter into the Call-Off Contract on the same terms without the benefit of the limitations and exclusions in this clause 10.

11. Suspension

11.1 Right to Suspend. Supplier may suspend Buyer's access to the Cloud Software, in whole or in part, if:

- (a) Buyer breaches clause 5.4 (Acceptable Use);
- (b) Supplier reasonably determines that suspension is necessary to protect the security or integrity of the Cloud Software or the data of other customers;
- (c) Supplier is required to do so by law or by order of a court or regulatory authority; or
- (d) Buyer fails to pay any undisputed amount within thirty (30) days after receiving written notice that such amount is overdue.

11.2 Notice. Where practicable, Supplier shall provide Buyer with reasonable advance notice before suspending access. In all cases, Supplier shall notify Buyer promptly of any suspension and the reasons for it.

11.3 Access Restoration. Supplier shall restore access to the Cloud Software as soon as reasonably practicable after the circumstances giving rise to the suspension have been resolved.

11.4 No Liability. Supplier shall not be liable for any loss or damage suffered by Buyer as a result of any suspension in accordance with this clause 11.

12. Term and Termination

12.1 Term. These Supplier Terms shall apply for the duration of the Call-Off Contract Term, including any extensions.

12.2 **Termination.** The rights of either party to terminate the Call-Off Contract shall be as set out in the Call-Off Contract.

12.3 **Termination for Convenience.** Subject to the termination provisions in the Call-Off Contract, if Buyer terminates the Call-Off Contract for convenience, Buyer shall pay all fees due for the remainder of the then-current subscription period as a minimum.

12.4 **Survival.** The following clauses shall survive expiry or termination of the Call-Off Contract: clause 7 (Data and Security), clause 8 (Intellectual Property), clause 9 (Warranties and Disclaimers), clause 10 (Limitation of Liability), clause 13 (Exit and Data Return), and any other provisions which by their nature are intended to survive.

13. Exit and Data Return

13.1 **Data Export.** Upon written request made within thirty (30) days after expiry or termination of the Call-Off Contract, Supplier shall make Buyer Data available for download in a standard format or as otherwise agreed in the Call-Off Contract or Order Form.

13.2 **Deletion.** Following completion of data export under clause 13.1, or expiry of the 30-day request period, whichever is earlier, Supplier shall securely delete Buyer Data in accordance with its data retention policies and shall confirm deletion to Buyer in writing upon request.

13.3 **Transition Assistance.** Supplier shall provide reasonable cooperation to facilitate migration of Buyer Data to a replacement supplier or system. Transition assistance beyond thirty (30) days from expiry or termination, or assistance requiring significant Supplier resources, may be provided at Supplier's then-current rates.

13.4 **Fees.** Exit and data return services under clauses 13.1 and 13.2 shall be provided at no additional charge. Any extended transition assistance under clause 13.3 shall be subject to agreement on scope and fees.

14. Changes to Service

14.1 **Updates.** Supplier may update the Cloud Software from time to time to improve functionality, security, or performance. Such updates shall not materially reduce the core functionality of the Cloud Software.

14.2 **Notice of Material Changes.** Supplier shall provide Buyer with reasonable advance notice of any changes that materially affect the functionality or operation of the Cloud Software.

14.3 **Discontinuation.** If Supplier intends to discontinue a material feature of the Cloud Software, Supplier shall provide Buyer with at least 90 days' prior written notice.

15. General Provisions

15.1 **Relationship of Parties.** Nothing in these Supplier Terms or the Call-Off Contract creates a partnership, joint venture, or employment relationship between the parties. Neither party has authority to act as agent for or bind the other.

15.2 **No Exclusivity.** Nothing in these Supplier Terms or the Call-Off Contract prevents Supplier from providing services to other customers, including Buyer's competitors.

15.3 **Subcontracting.** Supplier may subcontract any of its obligations under the Call-Off Contract, provided that Supplier remains responsible for the performance of those obligations.

15.4 **Publicity.** Supplier may identify Buyer as a customer in Supplier's marketing materials. Any case studies, testimonials, or detailed references require Buyer's prior written approval.

15.5 **Compliance with Law.** Each party shall comply with all applicable laws, regulations, and regulatory requirements in the performance of its obligations under the Call-Off Contract, including applicable data protection, anti-bribery, and export control laws.

15.6 **Third Party Rights.** A person who is not a party to the Call-Off Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Supplier Terms or the Call-Off Contract.

15.7 **Governing Law and Jurisdiction.** These Supplier Terms and the Call-Off Contract shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Supplier Terms or the Call-Off Contract, including their subject matter and formation.

15.8 **Entire Agreement.** These Supplier Terms, together with the Call-Off Contract and Order Form, constitute the complete agreement between the parties regarding Supplier's terms for the provision of G-Cloud Services.

Service Level Agreement

This Service Level Agreement (“SLA”) forms part of the Supplier Terms between Supplier and Buyer. Capitalized terms not defined in this SLA have the meaning given in the Supplier Terms.

1. Availability

1.1 Availability Commitment. Supplier will use reasonable endeavours to make the Cloud Software available to Buyer at least 99.9% of the time in each calendar month.

1.2 Measurement. Availability is calculated each calendar month using the following formula:

$$Availability = \left(\frac{Total\ Minutes - Excluded\ Downtime - Downtime}{Total\ Minutes - Excluded\ Downtime} \right) \times 100$$

If the Call-Off Contract Term starts or ends during a calendar month, the calculation uses only the portion of that month within the Term. Supplier's production monitoring tools shall be the sole source of availability measurement. Supplier shall provide summary reports upon request.

1.3 Scheduled Maintenance. Supplier may schedule routine or emergency maintenance that may affect availability. Supplier will give at least forty-eight (48) hours’ prior notice for routine maintenance and will use commercially reasonable efforts to perform maintenance during off-peak hours. Scheduled Maintenance will not exceed eight (8) hours per month.

1.4 Excluded Downtime. Availability calculations exclude downtime caused by: (a) factors outside Supplier’s reasonable control, including, but not limited to, Internet or hosting provider failures or force majeure events; (b) Buyer or third-party equipment, software, or connectivity; (c) misuse of the Cloud Software or use in violation of the Call-Off Contract or these Supplier Terms; (d) beta or evaluation features; (e) Scheduled Maintenance; or (f) periods prior to go-live or acceptance.

2. Service Credits

2.1 Credit Schedule. If monthly availability falls below the Availability Commitment, Buyer is entitled to Service Credits calculated as a percentage of the monthly fees for the affected Cloud Software, as follows:

Availability	Service Credit
< 99.9%	5% credit
< 99.0%	10% credit
< 98.0%	15% credit
< 95.0%	25% credit

For annual prepayments, “monthly fees” means one-twelfth (1/12) of the annual fees for the affected Services. For partial months at the start or end of the Call-Off Contract Term, monthly fees shall be calculated on a pro-rata basis.

2.2 **Claim Process.** To receive a Service Credit, Buyer must submit a written request within thirty (30) days after the end of the month in which the unavailability occurred, including reasonable supporting details. Supplier shall verify the claim using its internal monitoring systems. Service Credits are applied to future invoices or refunded if no future invoices are due.

2.3 **Limitations.** Service Credits may not be exchanged for cash, do not earn interest, and expire at the end of the Call-Off Contract Term. Service Credits are capped at 25% of the monthly fees for the affected Cloud Software in any calendar month.

2.4 **Exclusive Remedy.** Service Credits are Buyer's sole and exclusive remedy for unavailability or failure to meet the Availability Commitment.

3. Technical Support

3.1 **Support Hours.** Supplier shall provide Technical Support during the support hours specified in the Call-Off Contract or Order Form, excluding UK public holidays.

3.2 **Support Channels.** Technical Support is available via the methods specified in the Call-Off Contract or Order Form. Response time measurements apply only to requests submitted through designated support channels.

3.3 **Severity Levels and Target Response Times.** Supplier will respond to support requests according to the following severity levels:

Severity Level	Definition	Target Response Time
Level 1 – Critical	Production system down or data loss; no workaround	Initial response within 1 business hour; continuous work until resolution or workaround
Level 2 – High	Major functionality impaired; workaround available	Initial response within 4 business hours; commercially reasonable efforts to resolve
Level 3 – Medium	General issue impairing non-critical functionality	Initial response within 1 business day
Level 4 – Low	General questions or requests	Initial response within 2 business days

Response times are targets and do not give rise to Service Credits. Business hours and time zone are as stated in the Call-Off Contract or Order Form.

3.4 **Support Exclusions.** Technical Support does not include: (a) issues caused by Buyer, including unauthorised integrations, misconfigurations, or use of custom code not approved by Supplier; (b) issues caused by third-party systems or services; (c) development of custom code or integrations; or (d) Professional Services.

4. Reporting and Reviews

4.1 **Reports.** Supplier will make service availability reports available to Buyer upon reasonable request.

4.2 Reviews. At Buyer's request, no more than once annually, the parties will review SLA performance and discuss any recurring issues or planned improvements.

5. Definitions

5.1 "Availability Commitment" means 99.9%.

5.2 "Downtime" means the minutes during the calendar month when the Services are not available to the Buyer, excluding Excluded Downtime.

5.3 "Excluded Downtime" means the minutes during which the Services are not available due to the conditions described in SLA clause 1.4 (Excluded Downtime).

5.4 "Scheduled Maintenance" means planned maintenance windows notified in advance by Supplier in accordance with SLA clause 1.3 (Scheduled Maintenance).

5.5 "Service Credits" means the credits to which Buyer may become entitled as the remedy for failure to meet the Availability Commitment.

5.6 "Total Minutes" means the total number of minutes in the calendar month.