

Marino Software – G-Cloud 15 Cloud Support Terms and Conditions

1. Parties and purpose

These Terms and Conditions (“Terms”) apply to Cloud Support services provided by **Marino Software Limited** (“Marino”, “we”, “us”) to a **Public Sector Customer** (“Customer”, “you”) under the G-Cloud 15 Framework.

These Terms do not override or amend the G-Cloud Framework Agreement.

If there is any conflict, the order of precedence is:

1. G-Cloud Call-Off Contract (Framework Terms)
2. Order Form and Statement of Work (SoW)
3. These Terms and Conditions

2. Scope of services

Marino will provide Cloud Support services as set out in the SoW.

Services may include:

- L2 and L3 technical support
- Incident, problem, and change support
- On-call and out-of-hours support (where agreed)
- Platform monitoring and operational support
- Knowledge transfer and handover support

Only services listed in the SoW are included. Any additional services must be agreed in writing.

3. Service hours

Unless stated otherwise in the Order Form:

- Standard support hours are 09:00–17:00 UK time, Monday to Friday, excluding UK public holidays.
- 24x7 or enhanced support applies only where explicitly agreed.

4. Service levels

Service levels, including incident priorities, response times, and escalation arrangements, will be defined in the applicable Statement of Work (SoW).

Unless explicitly agreed in writing, no minimum response or resolution times are guaranteed.

Response times mean acknowledgement and start of investigation, not resolution.

5. Customer responsibilities

The Customer will:

- Appoint a service owner with authority to make decisions
- Acknowledge that service impacts caused by third-party suppliers or systems outside Marino's control are excluded from Marino's responsibility
- Provide timely access to systems, environments, and documentation
- Retain responsibility for first-line (L1) customer support unless agreed otherwise
- Support incident reviews, service reviews, and security activities

Service levels may be affected if these responsibilities are not met.

6. Change control

Any change to scope, service levels, or assumptions must be agreed in writing. Changes may affect charges, timelines, or service levels.

7. Charges and payment

- Prices are exclusive of VAT unless stated otherwise.
- Ad-hoc work is charged using the agreed rate card.
- Invoices are payable within 30 days of the invoice date.
- Late payments may attract statutory interest.

8. Suspension and termination

Suspension

Suspension will be used as a last resort and only where reasonable attempts to resolve the issue have failed.

Marino may suspend services where:

- Payment is overdue; or
- Continuing the service would create a material security or operational risk.

Termination for convenience

Either party may terminate the Call-Off Contract with 30 days' written notice. The Customer will pay for services delivered up to the termination date.

Termination for cause

Either party may terminate if the other commits a material breach that is not remedied within a reasonable period.

9. Exit management and offboarding

When services end, Marino will cooperate with the Customer and any replacement supplier to support an orderly transition and will:

- Support an orderly handover
- Provide access to relevant documentation
- Return or securely delete Customer data

Additional exit support may be agreed at extra cost.

10. Intellectual property

Each party keeps ownership of its existing intellectual property.

Subject to full payment, the Customer owns all bespoke deliverables created specifically for them. Marino retains its tools, methods, and know-how.

Marino grants the Customer a perpetual, royalty-free licence to use deliverables for internal public sector purposes.

11. Confidentiality

Both parties will protect confidential information and only use it for the purposes of the contract. This does not prevent disclosure where required by law or regulation. These obligations continue for one year after the contract ends.

12. Data protection and security

Both parties will comply with UK GDPR and the Data Protection Act 2018.

Marino operates an ISO/IEC 27001-compliant information security management system and applies appropriate security controls.

The Customer may carry out reasonable audits related to security and compliance.

13. Freedom of information

The Customer may be subject to the Freedom of Information Act 2000. Marino will provide reasonable assistance to support compliance.

14. Liability

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

Marino's total liability is limited to the charges paid in the 12 months before the claim.

Neither party is liable for indirect or consequential loss, including loss of profits or savings.

15. Insurance

Marino will maintain appropriate insurance cover, including professional indemnity, employer's liability, and public liability insurance.

16. Force majeure

Neither party is liable for delays caused by events beyond reasonable control. If such events last more than 30 days, either party may terminate with written notice.

17. Governing law

These Terms and any Call-Off Contract are governed by the laws of England and Wales.