



ProofID IAM Managed Service[®]

Terms and Conditions

Prepared for:

GCloud 15 Framework

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Terms and Conditions

This Agreement is entered into between ProofID Ltd (registered in England number 6711962) whose registered office 8 Exchange Quay, Salford, Manchester, UK. M5 3EJ ("ProofID") and the party identified above as the customer (the "Customer") and is subject to the terms and conditions below (the Schedule and these terms and conditions being referred to as the "Agreement").

1. Definitions and Interpretation

1.1 In this Agreement:

Confidential Information means any and all secret or confidential information (including without limitation, information which falls into any of the following categories, where the information is reasonably expressed to be confidential or ought reasonably to be known to be confidential: commercial; financial; marketing; technical; information, together with trade secrets and other information in written, electronic or any other form or medium), whether disclosed before, on or after the date of this Agreement;

Consultancy Bank Hours means an annual 'bank' of hours which form part of the Managed Services, which may be used on a time and materials basis for the delivery of onsite work, out-of- hours support, fulfilment of Service Requests, non-maintenance changes to the system or other services which do not fall within the scope of the Managed Services

Customer Account Team means the individuals appointed by the Customer who shall serve as ProofID's primary contacts for the activities under this agreement. The initial members of the Customer Account Team are listed in Schedule 2.

Customer Data means any information that is provided by the Customer to ProofID as part of the Customer's use of the Managed Services, including any information derived from such information

Customer Primary Contact means the member of the Customer Account Team appointed in accordance with clause 4.3. The Customer's Primary Contact at the Effective Date is named in Schedule 2.

Disaster means any event or circumstance which causes the complete or partial loss or non-availability of the System, or which prevents the normal operation of the System or the performance of any task or function of the System including, without limitation, any fire, flood, earthquake, extreme weather, natural disaster, theft, act of God;

Hardware means the hardware and other equipment (if any) to be supported as part of the Support Services as set out in the Schedule;

Location(s) means the Customer locations at which the Support Services will be provided as set out in the Schedule;

Managed Services means the services to be provided to the Customer by ProofID as set out in this Agreement;

Managed Service Fees means the fees to be paid by the Customer for the Managed Services;

Onboarding Service means the due diligence, configuration and related work referred to in Schedule 3, to be performed by ProofID to set up the Managed Services.

Request for Support means a support request logged by the Customer in the manner described in Clause 3.1 or any support request logged by ProofID on behalf of the Customer as a result of proactive monitoring alerts;

Service Level Agreements means the service level agreements set out in Schedule 4

Software means the software (if any) to be supported as part of the Support Services as set out in the Schedule;

Supplier Account Team means the individuals appointed by ProofID from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this agreement. The initial members of the Supplier Account Team are listed in Schedule 2.

Supplier's Service Delivery Manager means the member of ProofID's Account Team appointed in accordance with clause 5.7. The Supplier's Service Delivery Manager at the Effective Date is named in Schedule 2.

and

System means the servers, applications and configuration forming the Customer's IT system to be supported as part of the Support Services as set out in Schedule 4.

1.2 The headings contained in this Agreement are for convenience of reference only and will not affect its interpretation.

1.3 All fees and charges set out in this Agreement are exclusive of VAT.

2. Managed Services

2.1 ProofID will supply the Managed Services to the Customer for an initial period of a minimum of twelve (12) months or such longer period as specified in Schedule 4 (the "Initial Period"). This Agreement shall automatically renew for further periods of 12 months (each an "Extension Period") unless either party notifies the other party in writing no less than ninety (90) days prior to the expiry of the Initial Period or the relevant Extension Period that it does not wish to renew the Managed Services, any such renewal shall be at ProofID's then current rates for the Managed Services.

2.2 The Managed Services will be provided during the hours of 8.00 a.m. - 6.00 p.m. Monday to Friday excluding English Bank Holidays (the "Standard Service") unless, as set out in the Schedule, the Customer purchases the 24x7 Service in which case the Managed Services will, to avoid doubt, be provided 24 hours a day, 7 days a week.

2.3 Each time the Customer raises a Request for Support, ProofID will first seek to resolve the problem remotely. If this cannot be achieved, ProofID will provide onsite Managed Services at the relevant Location(s) consuming Consultancy Bank Hours on a time and materials basis in minimum blocks of 8 hours.

2.4 The full extent of the Managed Services is described in Schedule 4.

2.5 Remedial work rendered necessary by reason of damage to the System caused by accident, carelessness, misuse by the Customer or user or any other reason(s) outside ProofID's control, such as configuration and/or adjustments carried out by unauthorised persons and any viruses, malware or spyware found on the Customer's systems are not included as part of the Managed Services.

2.6 ProofID is not obliged to support the System if:

- a) The Customer is not using the versions or releases of the software as set out in Schedule 4 or is using a copy of the Software which has been illegally obtained, or
- b) defects or errors resulting from any modifications or enhancements to the Software not made by ProofID or made without ProofID's prior written consent, or resulting from incorrect use of the Software. ProofID's provision of Software Managed Services is also subject to the limitations imposed by contractual restrictions of any third party.

2.7 The Customer is not entitled to vary the quantity or type of Managed Services supplied by ProofID without the prior written consent of ProofID.

3. Service Levels

3.1 To raise a Request for Support, the Customer must log a fault either via telephone, email, using ProofID's support website applicable or any other method which may be agreed by the parties, as set out in Schedule 5.

3.2 ProofID will respond to a Request for Support and commence provision of support in accordance with the Service Level Agreements set out in Schedule 4.

4. Customer Responsibilities

4.1 The Customer will provide ProofID with (i) all necessary co-operation in relation to this agreement; and (ii) all necessary access to such information as may be required by ProofID in order to render the Managed Services,



including Customer Data, security access information and software interfaces, to the Customer's other business applications;

- 4.2 The Customer shall provide such personnel assistance, including the Customer Account Team and other Customer personnel, as may be reasonably requested by ProofID from time to time.. The Customer shall use reasonable endeavours to ensure continuity of its personnel assigned to this agreement;
 - 4.3 The Customer shall appoint the Customer Primary Contact, who shall have the authority to contractually bind the Customer on all matters relating to this agreement. The Customer shall use reasonable endeavours to ensure continuity of the Customer Primary Contact;
 - 4.4 The Customer shall comply with all applicable laws and regulations with respect to its activities under this agreement
 - 4.5 The Customer shall carry out all other Customer responsibilities set out in this agreement or in any of the schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, ProofID may adjust any timetable or delivery schedule set out in this agreement as reasonably necessary
 - 4.6 The Customer is solely responsible for the protection and back-up of all of its data.
- 5. ProofID's Responsibilities**
- 5.1 ProofID warrants that the Managed Services will be performed with all reasonable skill and care and that it will be provided substantially in accordance with the Managed Service Specification and the terms and conditions of this agreement.
 - 5.2 The warranty in clause 5.1 shall not apply to the extent of any non-conformance that is caused by use of the Managed Services contrary to ProofID's instructions.
 - 5.3 If the Managed Services do not conform with the warranty in clause 5.1, ProofID will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty in clause 5.1.
 - 5.4 Notwithstanding the foregoing, ProofID does not warrant that the Customer's use of the Managed Services will be uninterrupted or error-free.
 - 5.5 This agreement shall not prevent ProofID from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under this agreement.
 - 5.6 The Supplier Account Team shall consist of the personnel listed in Schedule 2. ProofID shall use reasonable endeavours to ensure continuity of its personnel assigned to this agreement.
 - 5.7 ProofID shall appoint the Supplier Service Delivery Manager, who shall have the authority to contractually bind the Supplier on all matters relating to this agreement. ProofID shall use reasonable endeavours to ensure continuity of the Supplier Service Delivery Manager, but has the right to replace him from time to time where reasonably necessary in the interests of ProofID's business.
 - 5.8 ProofID shall perform the Onboarding Services in accordance with the timetable set out in Part 1 of Schedule 3. ProofID shall use reasonable endeavours to meet the performance dates set out in Schedule 3, but any such dates shall be estimates only, and time shall not be of the essence in this agreement.

6. Fees

- 6.1 The Customer will pay the Managed Service Fees in accordance with this Agreement and as set out in Schedule 1, together with VAT at the applicable rate.
- 6.2 ProofID will invoice the Customer at the intervals specified in Schedule 1 and, except where otherwise agreed in writing, payment will be made by the Customer without deduction, withholding or set off.
- 6.3 All invoices issued by ProofID in accordance with this Agreement will be due and payable by the Customer in accordance with the payment terms set out in Schedule 1 or where no such payment terms are set out in the schedule within (30) days of the date of the invoice. To avoid doubt, for any invoice which remains unpaid after such time that payment becomes overdue, until each invoice is paid in full ProofID is under no obligation to provide the Managed Services.
- 6.4 If ProofID supplies any item of Hardware or Software, then title in that item will not transfer to the Customer until that item has been paid for in full.

7. Confidentiality

- 7.1 This Agreement will be kept confidential by the parties and neither party will use nor disclose the other party's Confidential Information for any purpose other than performing its obligations pursuant to this Agreement. Where such Confidential Information is disclosed by a party to its employees, agents or contractors, it will be subject to confidentiality obligations equivalent to those set out in this Agreement. Each party will procure that all such employees, contractors and agents comply with such obligations.
- 7.2 The obligations of confidentiality in Clause 7.1 will not extend to any disclosure of Confidential Information which either party can show:
 - a) is necessary for the proper performance of its obligations under this Agreement;
 - b) has been carried out with the prior consent of the other party;
 - c) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
 - d) was in its records prior to the start of the Support Services (other than from the disclosing party);
 - e) was independently disclosed to it by a third party entitled to disclose the same without any duty of confidentiality; or
 - f) is required to be disclosed under any applicable law, stock exchange requirement, or by order of a court or governmental body or authority of competent jurisdiction

8. Non-Solicitation

- 8.1 Neither party shall, for the duration of this Agreement, and for a period of six (6) months after its termination, solicit or attempt to solicit services from any employee of the other party who has been involved in the performance of any obligations under this Agreement. In the event that notwithstanding this Clause such recruitment takes place, the recruiting party expressly agrees to pay the other a sum equal to whichever is the greater of twelve (12) months' existing gross salary or the salary offered by the new employer to the relevant member of staff as a genuine pre-estimate of the loss that the other party has suffered.

9. Liability

- 9.1 This clause 9 sets out the entire financial liability of ProofID (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
 - a) any breach of this agreement;
 - b) any use made by the Customer of the Managed Services; and



- c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

9.2 Except as expressly and specifically provided in this agreement:

- a) the Customer assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use. ProofID shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to ProofID by the Customer in connection with the Managed Services, or any actions taken by ProofID at the Customer's direction; and
- b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

9.3 Nothing in this agreement excludes or limits the liability of ProofID for:

- a) death or personal injury caused by the Supplier's negligence
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot lawfully be excluded or limited.

9.4 The Service Level Arrangements state the Customer's full and exclusive right and remedy, and ProofID's only obligation and liability, in respect of the performance and availability of the Managed Services, or their non-performance and non-availability.

9.5 Subject to clause 9.3 and clause 9.4:

- a) ProofID shall not be liable whether in contract, tort (including for breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising;
- b) ProofID's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Managed Services during the 12 months preceding the date on which the claim arose.

10. Termination

10.1 Either party may terminate this Agreement immediately upon notice in writing to the other party in the event that the other party becomes insolvent or commits a breach of its obligations under this Agreement and either (a) such breach is material and cannot be remedied; or (b) such breach is material and possible to remedy and that other Party fails to remedy such breach within thirty (30) days of having been required in writing to remedy such breach.

10.2 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which have accrued up to the date of termination.