



G-Cloud Terms and Conditions for the Supply of Services

These SynApps G-Cloud services terms and Conditions (“**SynApps Terms**” or “**Supplier Terms**”) from part of an agreement for the provision of services by SynApps Solutions Limited (“**SynApps**”) under a call-off agreement (“**Call-Off Agreement**”) as defined in the UK Government Procurement Services G-Cloud Services Framework Agreement between SynApps and the Government Procurement Service (“**Framework Agreement**”). They apply between each party (“**the Customer**”) entering into a Call-Off Agreement.

SERVICES COVERED

These Terms and Conditions apply to Software as a Service (“**SaaS**” or “**Services**” or “**Service**”) G-Cloud Services being provided by SynApps:

1. GENERAL TERMS

1.1. Services

- 1.1.1. Upon subscription to the relevant SynApps G-Cloud Service, SynApps grants the Customer a non-exclusive, non-transferable right during the term specified in the Customer’s Call-Off Agreement, to receive and use the specific Service described in the Service Description relating to that Service.
- 1.1.2. Unless specified in the Service-Specific Terms below the Customer may only use a Service for their internal business purposes, and services may not be re-sold.
- 1.1.3. Whilst using the Services the Customer may access software which is located on SynApps’ servers (“**Software**”) in accordance with the relevant Call-Off Agreement, the customer does not have any right to receive a copy of such Software either in source or object code form; and does not receive any title rights or ownership in or to the software.
- 1.1.4. The Customer is responsible for ensuring that:
 - 1.1.4.1. the infrastructure it uses to access the Services is compatible with the interfaces provided within the specific Service;
 - 1.1.4.2. for taking adequate precautions within the Customer’s own infrastructure to prevent the spread of viruses or malicious software;
 - 1.1.4.3. for ensuring that those to whom it grants access rights comply with the provisions of any UK legislation including the 1Data Protection Act 2018 and UK GDPR
 - 1.1.4.4. they comply with the License terms of any 3rd party Software provided by SynApps in the delivery of this service
 - 1.1.4.5. they comply with any further Service-Specific usage restrictions set out in the Service-specific section below



- 1.1.5. The Customer will comply with all statutory and other legal requirements applicable to its conduct and operations.
- 1.1.6. SynApps shall have no liability or obligation with respect to the fitness for purpose, functionality or the performance of 3rd party Software Licenses supplied.
- 1.1.7. Time shall not be of the essence as to the performance of SynApps' obligations.
- 1.1.8. All ownership, license, intellectual property and SynApps rights and interests in the Software, services and any associated documentation remains solely with SynApps and or Licensors on whose behalf SynApps may be providing components of the Services
- 1.1.9. SynApps reserves the right to change or update the Services or Software at any time so long as this does not materially affect the overall service. SynApps will provide the Customer 15 days' notice of any update which it regards as material, unless such an update is necessitated by security considerations, in which case the update and any associated notice will be immediate.

1.2. Service Restrictions

The Customer must not:

- 1.2.1. Exceed any set usage limits or restrictions set out in the Service Description and / or Call-Off Agreement
- 1.2.2. Save as set out in any Service-specific section, sell, rent or lease the Services in any way, or transfer to any other person any of its rights hereunder
- 1.2.3. Create any derivative works based upon the Software or Services, save as otherwise permitted in accordance within a Service Description
- 1.2.4. Adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, nor take any other steps to discover confidential information or trade secrets in the Software of Services, save as permitted under European Law for the purposes of Interoperability.

1.3. Additional Services

Additional Services may be ordered by the Customer:

- 1.3.1. By extension or issue of a Call-Off Agreement
- 1.3.2. By a request from a Customer representative who SynApps reasonably believe to have authority to place such a request

1.4. Invoicing VAT and Payment

Unless otherwise stated, invoices will be raised for Services on a monthly basis. Value Added Tax, will (where appropriate) be added to the amount of an invoice for any Service at the prevailing rate.

- 1.4.1. Invoices must be paid in full within 30 days of the date of the invoice. Invoices remaining unpaid after 30 days will attract statutory interest of 8% above the current Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998 for the full period the debt has been



outstanding.

- 1.4.2. If any payment is overdue SynApps may (without prejudice to any other right or remedy available to it) suspend the relevant Service until payment in full thereof has been made, at which point a re-connection charge equivalent to half a month's charges for the relevant Service will be applied
- 1.4.3. The Customer shall not be entitled to withhold payment in whole or in part on the ground that it has a claim, counterclaim or set-off against SynApps.

1.5. Liability

- 1.5.1. Except as provided in these Terms and Conditions, and in the Service Description relating to the Service, no warranty condition, undertaking or term, expressed or implied, statutory or otherwise, as to the condition, quality, performance, merchantability, durability or fitness for purpose of the Services is given or assumed by SynApps and all such warranties, conditions, undertaking and terms are hereby excluded
- 1.5.2. SynApps will provide the Services with reasonable skill and care, but (except as provided in these Terms and Conditions and the relevant Service Description shall not under any circumstances in relation to its providing the Services be liable (whether in Contract, tort or otherwise) for any loss or damage of whatsoever nature suffered by the Customer whether arising from any act, default or neglect on the part of SynApps, its employees, agents or sub-contractors or from any defect in, failure in, or unsuitability for any purpose of, the Services, or otherwise howsoever, to the extent that the amount of such loss or damage exceeds (or would when aggregated with the amount of any previous loss or damage exceed) the value of any Service Credit
- 1.5.3. SynApps shall not in any event be liable for any indirect or consequential loss whatever or however caused
- 1.5.4. The Customer agrees fully and promptly to indemnify SynApps against all costs, claims, demands, damages, losses and expenses to which SynApps may become liable or which SynApps may suffer or incur as a result directly or indirectly of SynApps acting in accordance with the Customer's instructions, or arising from any act, default or neglect on the part of the Customer, its employees, agents or subcontractors.
- 1.5.5. Notwithstanding anything to the contrary, however, nothing in these Terms and Conditions shall operate to exclude or restrict SynApps liability for death or personal injury resulting from negligence within the meaning of the Unfair Contract Terms Act 1977.

1.6. Termination

The Services terminate automatically on the completion of the activities set out in the Statement of Work unless terminated earlier by Client giving at least 30 (thirty) days written notice to SynApps. In the event that Client gives notice to terminate under this Clause 15(a), Client shall pay to SynApps any agreed fees (either calculated on a time and materials basis or, if terminating a fixed price SOW, on a pro rata basis relative to the deliverables produced under the SOW) and expenses to the date of termination; SynApps shall use reasonable efforts to minimise the fees and expenses resulting from such early termination.

The supply of Services may be terminated by either party by notice in writing to the other having immediate effect if the other shall commit any breach of these Terms and Conditions which breach (if capable of remedy) is not remedied within 30 days of notification or if the other shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a



resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

The termination (howsoever arising) shall be without prejudice to the rights and remedies of the parties accrued before such termination and nothing shall prejudice the right of either party to recover any amount of outstanding at the termination howsoever caused.

1.7. Entire Agreement

These Terms and Conditions, the relevant Service Description, the Call-Off Agreement, and the Framework Agreement constitute the entire understanding between the Customer and SynApps relating to the subject matter. The Customer acknowledges that it is not entering into the Contract in reliance upon any representation not set out in the documents referred to above.

No amendment to these Terms and Conditions shall be binding unless in writing, signed by the parties or their duly authorised representatives and expressed to be for the purpose of such amendment.

2. SPECIFIC TERMS RELATING TO THE SUPPLY OF SaaS

- 2.1. This Clause 2 sets out terms relating to the supply of software applications (“Software”) and documentation (“Documentation”) provided by the Supplier online by subscription service as more particularly described in the G-Cloud Service Descriptions (“SaaS”).
- 2.2. Subject to the Customer purchasing the subscriptions (“User Subscriptions”) for the individuals the Customer authorises to use the Supplier’s SaaS Services (“Authorised Users”) in accordance with Call-Off Agreement the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the term of the subscription as set out in the Call-Off Agreement (“Subscription Term”) solely for the Customer’s internal business operations. The Customer may purchase additional User Subscriptions in accordance with the price list associated with the relevant Service Description.
- 2.3. The Supplier shall, during the Subscription Term, provide the SaaS Services and make available the Documentation to the Customer on and subject to the terms of this agreement
- 2.4. The Supplier shall use commercially reasonable endeavours to provide the service availability set out in the relevant Service Description, except for:
 - 2.4.1. planned maintenance carried out outside the Normal Service Hours as set out in the Service Description, in which case the Supplier will provide a working week’s notice
 - 2.4.2. unscheduled maintenance performed outside the Normal Service Hours as set out in the Service Description, provided that the Supplier has used reasonable endeavours to give the Customer at least 4 Normal Service Hours’ notice in advance.
- 2.5. The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier’s standard customer support



services during Normal Service Hours in accordance with the relevant Service Definition in effect at the time that the Services are provided. The Supplier may amend the support services in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

2.6. In relation to the Authorised Users, the Customer undertakes that:

2.6.1. It will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation

2.6.2. Each Authorised User shall keep a secure password for his use of the Services and Documentation

2.7. The Customer shall not access, store, distribute or transmit any viruses or other disruptive elements ("Viruses"), or any material during the course of its use of the Services that:

2.7.1. Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.7.2. Facilitates illegal activity

2.7.3. Depicts sexually explicit images

2.7.4. Promotes unlawful violence

2.7.5. Is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

2.7.6. Causes damage or injury to any person or property;

and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.8. The Customer shall not:

2.8.1. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

2.8.1.1. and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

2.8.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.8.2. Access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.8.3. Use the Services and/or Documentation to provide services to third parties; or



- 2.8.4. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- 2.8.5. Attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and
- 2.9. The Customer shall:
 - 2.9.1. Use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
 - 2.9.2. Carry out all other Customer responsibilities set out in this agreement in relation to the SaaS Services 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, at additional cost the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 2.9.3. Ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - 2.9.4. Obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
 - 2.9.5. Ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
 - 2.9.6. Be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
 - 2.9.7. The rights provided under this clause 2 are granted to the Customer only. The Supplier reserves all rights in and to the Software and the Documentation