



Information Services Group
(Europe) Ltd
G-Cloud 15 ISG GovernX® Terms &
Conditions

Lot 2b: Software as a Service (SaaS)

1 GovernX Terms of Use

Set forth below are the terms and conditions between Client and Service Provider governing the use and access of GovernX®.

2 Grant of License

1. Service Provider hereby grants Client a non-exclusive, non-transferable revocable license to access and use GovernX® within Client countries of operation for its intended purpose and in accordance with the specifications set forth in any documentation relating to GovernX® provided by Service Provider, under the conditions and requirements set forth herein.
2. By using GovernX®, Client acknowledges and agrees that Service Provider may transmit and receive data related to Client use of GovernX® over the Internet.
3. Client hereby grants to Service Provider and its affiliates the worldwide, perpetual, non-exclusive, transferable, and royalty free right to use Client Data in its business including, without limitation, the right to monitor, store, retrieve, transmit, process, modify, otherwise prepare derivative works from such data in order to provide Service Provider's Governance Tool to Client and in order to enhance Service Provider's service offerings to its customers provided Client's confidential information is not disclosed.
4. The termination of the SOW shall result in a coterminous termination of the right to use GovernX®.
5. In the event of the termination or expiration of the SOW, Service Provider will return to Client within a reasonable timeframe after termination, all Client documents contained within GovernX®. All data is stored and archived in machine readable form as common in the market (e.g., Microsoft Office compatible).

3 Use and Access

1. Subject to the restrictions set forth herein, Client will have access to use GovernX® for its intended purpose and in accordance with the specifications set forth in any documentation relating to GovernX®.
2. Access and use of GovernX® is conditioned on compliance with the conditions herein and security and access controls in GovernX®.
3. Service Provider shall provide to Client use and access to GovernX® on dedicated instance with necessary data security controls implemented.
4. The instance will be available on a 24 hour, 7-days a week basis except for interruptions due to normal scheduled maintenance or other unexpected downtime beyond Service Provider's reasonable control.

5. Client is authorized up to the number of Users specified within the SOW at any given time. Client may change the authorizations in its own discretion provided, however, that the number of Users at any given time may not exceed the number specified within the SOW.
6. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party GovernX® or the Content in any way; (ii) create Internet “links” to GovernX® or “frame” or “mirror” any Content on any other server or wireless or Internet-based device without prior approval in writing from Service Provider; or (iii) modify, translate, reverse engineer, decompile or create derivative works based upon GovernX®.
7. Client shall not: (i) transmit or share identification or password codes with persons other than Users; (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not Users; or (iii) permit access to GovernX® through a single identification or password code being made available to multiple users on a network.
8. Client shall be responsible for all activity occurring under any User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Client’s use of GovernX®, including those related to data privacy, international communications, export control and the transmission of technical or personal data.
9. Client shall (i) notify Service Provider promptly of any unauthorized use of any password, data or account or any other known or suspected breach of security or confidentiality of Client’s instance; (ii) report to Service Provider promptly and use reasonable efforts to promptly stop any copying or distribution of Content that is known or suspected by any Users; and (iii) not provide false identity information to gain access to or use Service Provider’s GovernX®.
10. Certain portions of GovernX® are licensed to Service Provider by one or more third party service providers (collectively, “Vendors”). Client and Service Provider hereby agree that each Vendor is a third-party beneficiary to Service Provider’s rights and remedies under this SOW as they relate to Client’s access to and use of GovernX® and the provision of Client Data.
11. Client will not copy GovernX® UX, workflow, architecture, navigational or any other design.

4 Client Data

1. Client Data is and will remain the sole property of Client and Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or other right to use of all Client Data. Service Provider will use commercially reasonable data protection measures when storing Client Data on GovernX®. Service Provider will comply with its IT security policies, processes, and systems used for intrusion detection/monitoring to reasonably ensure data protection and data confidentiality. Service Provider will only be liable for data loss, intrusion, destruction, deletion, or damage while in Service Provider’s possession if data issues are due to Service Provider’s failure to follow Service Provider’s data protection policies and procedures, and for Service Provider’s willful misconduct.
2. Service Provider reserves the right to withhold, remove, or discard Client Data upon notice for any breach of these terms and Client’s failure to cure, including without limitation, non-payment by Client. Upon termination of Client’s access to GovernX®, Client’s right to access GovernX® immediately ceases and Service Provider shall have no obligation to maintain any Client Data

within GovernX®. Service Provider will return all Client's documents and Client Data within 60 days.

3. Client shall indemnify Service Provider from and against any third-party claim, demand, or proceeding, including any associated damages, losses, and liabilities, arising out of or related to (i) Service Provider's use, transfer, storage or provision of any Client Data as contemplated and authorized by this SOW, or (ii) Client's use or access of GovernX® in violation of this SOW