

These Civica G-Cloud Supplier Terms (Supplier Terms) form part of an agreement for the provision of services by Civica UK Limited (Civica) under a Call-Off Contract (and its Order Form) as defined in the Crown Commercial Service G-Cloud Framework Agreement (**RM1557**) between Civica and the Minister for the Cabinet Office (Framework Agreement).

They apply, as applicable, between Civica and each buyer (**Customer**) entering into a Call-Off Contract.

These Supplier Terms apply to the following G-Cloud Services being provided by Civica:

- Section 1 for Lot 1: Cloud hosting (**Cloud Hosting**);
- Section 2 for Lot 2: Cloud software (**Cloud Software**);
- Section 3 for Lot 3: Cloud support (**Cloud Support**);
- Section 4 – Service Level Agreement (Lots 1 -3 as applicable);
- Section 5 – Consultancy Terms (Lots 1 – 3 as applicable);
- Section 6 – CivicaPay Terms (Lots 1 – 3 as applicable);
- Section 7 – Employee Terms (Lots 1 – 3 as applicable).

SECTION 1 – CLOUD HOSTING



CIVICA SaaS TERMS AND CONDITIONS (Supplemental)

The following definitions apply to these Civica SaaS Terms and Conditions:

Authorised Third Party/ies means any of the Customer's subcontractors, agents or other third parties who are approved by Civica in writing and authorised by Customer to access the SaaS Service in accordance with clause 1.5.

Authorised User(s) means each individual person allowed to access the SaaS Service under these SaaS Terms, subject to the agreed authorised numbers shown in the Contract.

Charges means any or all charges payable by Customer to Civica as agreed under the Contract.

Civica means Civica UK Limited (company number 1628868) with registered office at South Bank Central, 30 Stamford Street, London, SE1 9LQ.

Contract means the agreement entered between the Customer and Civica for the supply of the SaaS Service to which these SaaS Terms form a part of.

Customer means the buyer shown in the Contract.

Documentation means the standard user guides and manuals made available to the Customer by Civica, as updated from time to time.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

SaaS Service means the hosted online solution provided by Civica, comprising the Software and Documentation, as detailed in the Contract.

SaaS Terms means these Civica SaaS Terms and Conditions (Supplemental).

Software means Civica's proprietary software, which may include open-source software, that is made available to the Customer under these SaaS Terms.

1. SaaS Service

1.1 Civica grants to Customer upon payment of the applicable subscription Charges a non-exclusive, non-transferable, right to access the SaaS Service.

1.2 Customer may make such copies of the Documentation as are reasonably necessary for its use of the SaaS Service and shall reproduce all copyright and other notices in and on the Documentation. All such copies shall form part of the Documentation and shall be subject to the terms and conditions of these SaaS Terms.

1.3 Customer agrees that:

1.3.1 except to the extent permitted by law, it shall not, nor permit any third party to access the SaaS Service, nor apply any technique, process or procedure to have unauthorised access to the SaaS Service;

1.3.2 unless permitted in accordance with clause 1.5, it shall not permit any third party to access the SaaS Service, nor use the SaaS Service on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind;

1.3.3 the rights granted under these SaaS Terms are personal to it and the SaaS Service shall only be used for its internal business purposes by the Authorised Users in accordance with the usage restrictions; and

1.3.4 it will take security measures sufficient to safeguard the SaaS Service from access by unauthorised third persons.

1.4 The SaaS Service includes functionality permitting Customer to perform certain administration and data upload tasks (the "Administrative Functions"). Customer undertakes to keep all usernames, passwords, and other access details relating to the Administrative Functions confidential, and Customer agrees that Customer will be liable for any loss or damage arising from Customer's failure to do so.

1.5 Customer may permit Authorised Third Parties to access the SaaS Service provided that:

1.5.1 it obtains prior written approval from Civica before granting any access;

1.5.2 Customer remains responsible for the acts and omissions of such Authorised Third Parties as if they were the Customer's own acts and omissions; and

1.5.3 such access is for the Customer's sole benefit e.g. a third party which provides outsourced services to Customer under a written agreement.

1.6 Civica may modify, update, or discontinue features or functionality of the SaaS Service upon notice to the Customer.

1.7 Customer acknowledges that the SaaS Service may incorporate technical means of enforcing or monitoring compliance with the terms of these SaaS Terms, which may result in Customer being unable to access the SaaS Service beyond these SaaS Terms.

2. Customer Obligations

2.1 Customer agrees it will:

2.1.1 only access the SaaS Service for its own internal business purposes;

2.1.2 comply with the terms and conditions of these SaaS Terms;

- 2.1.3 ensure that its hardware, network and systems comply with the relevant specifications provided by Civica from time to time;
- 2.1.4 not use the SaaS Service to store, reproduce, transmit, communicate or knowingly receive any material which is offensive, racist, abusive, indecent, defamatory, obscene, threatening or menacing (to be determined by Civica, in its sole discretion, acting reasonably);
- 2.1.5 make its own arrangements for internet access to access the SaaS Service, with the required type and version of browser as notified by Civica from time to time. Civica shall not be liable for Customer's inability to access the SaaS Service if it is due to the Customer's inability to establish an internet connection, or not having their browser set to the correct type and version for access;
- 2.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for Civica, its contractors and agents to perform their obligations under these SaaS Terms; and
- 2.1.7 pay the additional fees to accommodate higher usage volumes (including the number of Authorised Users) when such usage limitations are exceeded.

2.2 Customer shall indemnify, keep indemnified and hold Civica harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by Civica caused by, or in any way connected with Customer's access to the SaaS Service or the unauthorised access of the SaaS Service by any third party whether through breach of these SaaS Terms or the Contract or any other negligent or wrongful act.

2.3 Customer shall allow Civica reasonable access, as required, to provide the SaaS Service and/or undertake an audit of Customer's use of the SaaS Service.

2.4 If the Customer or any of its Authorised Users requests the same or substantially the same advice or assistance on more than one occasion; or makes requests which may reasonably be considered excessive or an abuse of the support element of the SaaS Service, or requests advice or assistance for matters which a reasonable trained user ought to be able answer or solve for themselves, then Civica may do all or any of the following at its sole discretion:

- 2.4.1 require the Customer to take reasonable action with respect to the particular Authorised User(s) concerned;
- 2.4.2 refuse to answer any further such requests for advice or assistance; or
- 2.4.3 require the Customer to provide further training to its Authorised Users and the Customer shall pay an additional charge for any such training provided by Civica.

2.5 Civica may use data collection technology to collect technical information to improve the SaaS Service, to provide associated services, to adapt them to user preferences, and to prevent unlicensed or illegal access to the SaaS Service. Customer agrees Civica may use such information provided it is in a form that does not personally identify any person.

3. Warranties

3.1 Civica shall use its commercially reasonable efforts to ensure that no viruses are coded or introduced into the Software or Civica systems used to provide the SaaS Service.

3.2 Customer acknowledges that:

- 3.2.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of the Contract;
- 3.2.2 the SaaS Service is not bespoke and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the SaaS Service meet its requirements; and
- 3.2.3 Civica will not be liable in any way for any inadequacies in the accuracy, quality of, or infringements of third party copyright caused by the materials that the Customer creates or distributes using the SaaS Service.

3.3 Civica does not warrant that the Software will be entirely error free nor that the Customer's use of the SaaS Service will be uninterrupted.

3.4 Civica will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the SaaS Service may be subject to limitations, delays, and other problems inherent in the use of cloud capabilities.

3.5 Civica warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these SaaS Terms.

4. Termination

4.1 If the Customer fails to make any payment of Charges by the due date and provided notice has been given by Civica, if Customer fails to pay within a further 14-day period after the due date, then Civica shall be entitled to terminate these SaaS Terms by giving 14 days written notice to Customer.

4.2 if the Customer is in breach of clause 1 or 2.1 then Civica shall be entitled to terminate these SaaS Terms by giving 30 days written notice to the Customer.

5. IPR

5.1 All Intellectual Property Rights in the SaaS Service, including the Software and Documentation, belong to Civica or a third party licensor. At no time shall any rights, interests, or title in any intellectual property in the SaaS Service, including the Software and Documentation, pass to the Customer.

5.2 The Customer grants to Civica a royalty-free, worldwide, irrevocable perpetual licence to use and incorporate into the SaaS Service any suggestions, enhancement requests or other feedback provided by the Customer or its Authorised Users relating to the SaaS Service without restriction.

5.3 The Customer hereby grants to Civica a non-exclusive, non-transferrable (except as part of a permitted assignment of the Contract), royalty free licence to copy, modify, and use the Customer data as reasonably appropriate for the purposes of these SaaS Terms.

5.4 Civica shall defend or, at its option, settle any claim brought against Customer regarding its authorised use of the SaaS Service, excluding third party software and open source software, in the UK and in accordance with the Contract, that infringes any Intellectual Property Rights of any third party and shall pay any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:

- 5.4.1 Customer notifies Civica immediately;
- 5.4.2 Customer provides all information and assistance as Civica reasonably requests at Civica's cost, and Customer does not prejudice the defence of such claim;
- 5.4.3 Civica is given immediate and complete control of such claim; and
- 5.4.4 the claim does not arise from any unauthorised access or alteration to the SaaS Service or Customer's (including the Authorised Users or Authorised Third Parties) access of the SaaS Service after notice of alleged infringement is known.

5.5 In the event that a claim, as contemplated by clause 5.4, is made or in Civica's opinion is likely to be made, Civica may at its option:

- 5.5.1 change or replace all or any part of the SaaS Service; or
- 5.5.2 terminate these SaaS Terms immediately on written notice.

SECTION 2 – CLOUD SOFTWARE



SOFTWARE TERMS AND CONDITIONS (Supplemental)

The following definitions apply to these Civica Software Terms and Conditions:

Authorised Third Party/ies means any of the Customer's subcontractors, agents or other third parties who are approved by Civica in writing and authorised by Customer to use the Software in accordance with clause 1.5.

Authorised User(s) means each individual person allowed to use Software under the Contract, subject to the agreed authorised numbers shown in the Contract.

Charges means any or all charges payable by Customer to Civica as agreed under the Contract.

Civica means Civica UK Limited (company number 1628868) with registered office at South Bank Central, 30 Stamford Street, London, SE1 9LQ.

Contract means the agreement entered between the Customer and Civica for the supply of the Software Service to which these Software Terms form a part of.

Customer means the buyer shown in the Contract.

Documentation means the standard user guides and manuals made available to the Customer by Civica, as updated from time to time.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release shall mean a new release of the Software that is substantially the same as the current Software, which is issued in order to remove known errors or otherwise improve or enhance the Software but does not constitute a New Version.

New Version shall mean a release of the Software that incorporates significant new or additional functionality and features which is not a Maintenance Release.

Product(s) means any products including but not limited to consumables, hardware or third party software provided by Civica as detailed in the Contract.

Software means Civica's proprietary software, which may include open source software, that is licensed to the Customer under the Contract and these Software Terms, together with any updates or Maintenance Releases but excludes New Versions.

Software Terms means these Civica Software Terms and Conditions (Supplemental).

Start Date means the date shown in the Contract.

Support Services means the maintenance and support services for the Software as described in the Contract.

1. Software Licence

1.1 Civica grants to Customer upon payment of the applicable licence Charges a non-exclusive, non-transferable, term licence to use the Software. The Software shall include any Maintenance Releases and/or updates of the Software licensed to Customer under the Support Services.

1.2 Without prejudice to the other provisions of the Contract the licence granted in clause 1.1 is subject to the following conditions:

1.2.1 The licence is personal to Customer and the Software shall only be used for its internal business purposes by the Authorised Users.

1.2.2 The Software is the confidential proprietary information of Civica or its licensor and as such Customer shall not modify or remove any copyright or proprietary notices on the Software and shall reproduce such notices on any copies of the Software and shall treat such Software as confidential.

1.2.3 Customer shall not sub-licence the Software licence in whole or in part.

1.2.4 If the Software fails to operate owing to Customer linking to, accessing or otherwise using the Software or causing the Software to be used in conjunction with, any third party software, database or other application without the prior written consent of Civica then Civica shall not be liable. Customer is not allowed to use third party software which is designed to replicate, run, or operate in conjunction with the Software without Civica's prior written consent.

1.2.5 Customer may make such copies of the Documentation as are reasonably necessary for its use of the Software and shall reproduce all copyright and other notices in and on the Documentation. All such copies shall form part of the Documentation and shall be subject to the terms and conditions of these Software Terms.

1.3 Customer agrees that:

1.3.1 except to the extent permitted by law, it shall not, nor permit any third party to, adapt, or modify the Software, or decompile, reverse engineer, disassemble, apply any technique, process or procedure or make any attempt to or derive the source code or derivative works of the Software;

1.3.2 unless permitted in accordance with clause 1.5, it shall not permit any third party, to use or possess the Software or Documentation nor use the Software on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind; and

1.3.3 it will take security measures sufficient to reasonably safeguard the Software and Documentation from use by unauthorised third persons.

1.4 The Software includes functionality permitting Customer to perform certain administration and data upload tasks (the "Administrative Functions"). Customer undertakes to keep all usernames, passwords, and other access details relating to the Administrative Functions confidential, and Customer agrees that Customer will be liable for any loss or damage arising from Customer's failure to do so.

1.5 Customer may permit Authorised Third Parties to use the Software and Documentation, provided that:

1.5.1 it obtains prior written approval from Civica before such use;

1.5.2 Customer remains responsible for the acts and omissions of such Authorised Third Parties as if they were the Customer's own acts and omissions; and

1.5.3 such use is for the Customer's sole benefit e.g. a third party which provides outsourced services to Customer under a written agreement.

1.6 Customer acknowledges that the Software may incorporate technical means of enforcing or monitoring the licence terms of the Software which may result in Customer being unable to use the Software beyond these Software Terms.

2. Customer Obligations

2.1 Customer agrees it will:

2.1.1 only use the Products and Software for its own internal business purposes;

2.1.2 comply with the terms and conditions of these Software Terms;

2.1.3 ensure that its hardware, network and systems comply with the relevant specifications provided by Civica from time to time;

2.1.4 when notified by Civica or the owners of Products supplied, implement promptly any Maintenance Releases or other fixes or upgrades of any system software necessary for the successful operation of the Software and/or Products;

2.1.5 not use the Software to store, reproduce, transmit, communicate or knowingly receive any material which is offensive, racist, abusive, indecent, defamatory, obscene, threatening or menacing (to be determined by Civica, in its sole discretion, acting reasonably);

2.1.6 make its own arrangements for internet access in order to use the Software, with the required type and version of browser as notified by Civica from time to time. Civica shall not be liable for Customer's inability to use the Software if it is due to the Customer's inability to establish an internet connection, or not having their browser set to the correct type and version;

- 2.1.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for Civica, its contractors and agents to perform their obligations under these Software Terms; and
- 2.1.8 pay the additional fees to accommodate higher usage volumes (including the number of Authorised Users) when such licence or usage limitations are exceeded.
- 2.2 Customer shall indemnify, keep indemnified and hold Civica harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by Civica caused by, or in any way connected with Customer's use or misuse of the Software or the unauthorised use of the Software by any third party whether through breach of these Software Terms or any other negligent or wrongful act.
- 2.3 Customer shall allow Civica reasonable access, as required, to undertake an audit of Customer's use of the Software.
- 2.4 Acceptance of the Software will be on the earlier of when the Software is ready for use by the Customer or use by Customer of the Software.
- 2.5 If the Customer or any of its Authorised Users requests the same or substantially the same advice or assistance on more than one occasion; or makes requests which may reasonably be considered excessive or an abuse of the Support Service, or requests advice or assistance for matters which a reasonable trained user ought to be able answer or solve for themselves, then Civica may do all or any of the following at its sole discretion:
- 2.5.1 require the Customer to take reasonable action with respect to the particular Authorised User(s) concerned;
- 2.5.2 refuse to answer any further such requests for advice or assistance; or
- 2.5.3 require the Customer to provide further training to its Authorised Users and the Customer shall pay an additional charge for any such training provided by Civica.
- 2.6 Civica may use data collection technology to collect technical information to improve the Software, to provide associated services, to adapt them to user preferences, and to prevent the unlicensed or illegal use of the Software. Customer agrees Civica may use such information provided it is in a form that does not personally identify any person.

3. Warranties

- 3.1 Civica warrants in respect of the Software:
- 3.1.1 that it will during normal use provide the facilities and functions described in the accompanying software manuals. Such warranty will start upon acceptance of the Software (in accordance with clause 2.4) and continue for so long as the Software is supported by Civica, provided the Customer continues to pay the applicable annual Charges; and
- 3.1.2 it has tested for viruses in the Software using commercially available virus checking software consistent with current industry practice.
- 3.2 Customer acknowledges that:
- 3.2.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of the Contract;
- 3.2.2 the Software is not bespoke and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the Software meet its requirements; and
- 3.2.3 Civica will not be liable in any way for any inadequacies in the accuracy, quality of, or infringements of third party copyright caused by the materials that the Customer creates or distributes whilst using the Software.
- 3.3 Civica does not warrant that the Software will be entirely error free nor that the Customer's use of the Software will be uninterrupted.
- 3.4 Civica will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the Software and Documentation may be subject to limitations, delays, and other problems inherent in the use of cloud capabilities.
- 3.5 Civica warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Software Terms.

4. Termination

- 4.1 If the Customer fails to make any payment of Charges by the due date and provided notice has been given by Civica, if Customer fails to pay within a further 14-day period after the due date, then Civica shall be entitled to terminate these Software Terms by giving 14 days written notice to Customer.
- 4.2 If the Customer is in breach of clause 1 or 2.1 then Civica shall be entitled to terminate these Software Terms by giving 30 days written notice to the Customer.

5. IPR

5.1 All Intellectual Property Rights in the Software and Documentation belong to Civica or a third party licensor. At no time shall any rights, interests or title in any intellectual property in the Software pass to the Customer.

5.2 The Customer grants to Civica a royalty-free, worldwide, irrevocable perpetual licence to use and incorporate into Software any suggestions, enhancement requests or other feedback provided by the Customer or its Authorised Users relating to the Software without restriction.

5.3 The Customer hereby grants to Civica a non-exclusive, non-transferrable (except as part of a permitted assignment of the Contract), royalty-free licence to copy, modify, and use the Customer data as reasonably appropriate for the purposes of these Software Terms.

5.4 Civica shall defend or, at its option, settle any claim brought against Customer regarding its authorised use of the Software, excluding third party software and open source software, in the UK and in accordance with the Contract, that infringes any Intellectual Property Rights of any third party and shall pay any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:

5.4.1 Customer notifies Civica immediately;

5.4.2 Customer provides all information and assistance as Civica reasonably requests at Civica's cost, and Customer does not prejudice the defence of such claim;

5.4.3 Civica is given immediate and complete control of such claim; and

5.4.4 the claim does not arise from any unauthorised use or alteration to the Software or Customer's (including the Authorised Users or Authorised Third Parties) use of the Software after notice of alleged infringement is known.

5.5 In the event that a claim, as contemplated by clause 5.4, is made or in Civica's opinion is likely to be made, Civica may at its option:

5.5.1 obtain the right for Customer to continue to use the Software;

5.5.2 change or replace all or any part of the Software; or

5.5.3 terminate these Software Terms immediately on written notice.

5.6 The third party owner's terms shall apply in respect of licensing and/or the supply of the Products.

SECTION 3.1 – CLOUD HOSTING



CIVICA SUPPORT TERMS AND CONDITIONS

SaaS

(Supplemental)

1. Civica will use reasonable endeavours to answer the Customer's reasonable questions concerning the day to day administration and use of the SaaS Service and concerning any difficulties experienced.

1. The Support Services are:

- General maintenance and performance of the SaaS Service;
- System updates to the SaaS Service, as they are available;
- Email support.

2. Problem reporting.

Customer must report all problems to the Civica support desk at:

<https://servicedesk.civica.co.uk/selfservice/ss>

3. The Customer (through its service desk) will look to resolve any queries that relate to:

- (i) access issues that prevent Authorised Users from accessing the Service (i.e. viewing the login screen of the Service) or issues with a device (PC, Laptop, tablet, mobile) that is being used to attempt to access the Service. These incidents will be dealt with by the Customer under the Customer's existing procedures and are not within scope of the Support Services provided by Civica; and
- (ii) general Service issues that can be resolved by Customer; and
- (iii) training of Authorised Users in using the Service (additional training may be provided by Civica subject to additional fees).

5. Where following investigation of a Service issue by Customer, it is thought that the issue exists due to an issue that is in Civica's control, the issue may be escalated to Civica under its Support Service.

6. Only Authorised Users may report problems to the Civica Service Desk. All requests to be made by e-mail or via the support portal.

7. The Civica SLA is as described in Section 4 Civica Service Level Agreement.

SECTION 3.2 – CLOUD SOFTWARE



CIVICA SUPPORT TERMS AND CONDITIONS

Software (Supplemental)

The following additional definitions apply to these Civica Support Terms and Conditions:

Availability means the time for which the Software Service main log in page can be accessed to enter the Software and “Available” shall be construed accordingly.

Civica Service Desk means the support portal made available by Civica in respect of the Software available via the internet at <https://servicedesk.civica.co.uk/selfservice/ss>

Fault means a defect, fault or impairment, which causes an interruption in the Software.

Fix(es) means a new release of the Software which corrects faults, adds functionality or otherwise amends the Software but which does not constitute a New Release.

New Release means any improved or modified version of the Software from time to time made available by Civica.

Support Terms means these Civica Support Terms and Conditions (Supplemental).

Third Party Software means any software that is owned by a third party but which is licensed to Civica.

1.1 Civica will use its reasonable endeavours to ensure that Availability is at an average level of 99.5% of the working days during a period of three calendar months excluding any time incurred for a scheduled outage in accordance with paragraph 1.2.

1.2 Civica reserves the right to plan a scheduled outage, outside of the working day. Civica will give, as far as is reasonable, forty-eight (48) hours advance notice via the message board on the login page(s) of the Software. No notice will be required for outage necessary due to an event requiring immediate rectification.

1.3 Civica will use reasonable endeavours to ensure that Software maintenance and upgrades are scheduled wherever possible to minimise disruption to the Customer’s applications.

1.4 Civica reserves the right to change the design, content and method of access to the Services at any time as considered necessary, prior notice of such changes will be given to the Customer via the Software login page or designated email.

1.5 Availability covers all the systems and infrastructure for which Civica or its direct agents are responsible. It does not cover:

1.5.1. outages incurred due to the Customer’s PC or laptop hardware, software or browser configuration;

1.5.2. anything inside the Customer’s internal network including, but not limited to, firewall configuration, proxy servers and bandwidth shaping;

1.5.3. any predetermined scheduled service downtime;

1.5.4. any problems outside Civica’s environment;

1.5.5. any outages caused by failure of equipment outside Civica’s direct control;

1.5.6. any interruptions, delays or failures caused by the Customer or the Customer’s employees, agents, or subcontractors; or

1.5.7. any problems in relation to Civica’s servers and networks such as hacking, bandwidth-based attacks of any nature, and denial of service or operating system exploits.

1.6 Civica will use its reasonable endeavours to provide the following Support Services to the Customer:

- 1.6.1 the creation and despatch to the Customer from time to time, at Civica's sole discretion, of Fixes in respect of Faults in the Software;
- 1.6.2 advice via the Civica Service Desk, or by such other means as Civica deems appropriate from time to time on the ordinary fault free use of the Software;
- 1.6.3 information and advice via the Civica Service Desk, or by e-mail, or by such other means as Civica deems appropriate from time to time on forthcoming New Releases of the Software;
- 1.6.4 the attempted rectification of any actual Faults will be carried out remotely by Civica. Civica, may at its sole discretion (where it considers it necessary) attend on site to fix;
- 1.6.5 Rectification may be done by Civica issuing a software update to the Software, by way of Fix;
- 1.6.6 the Customer shall supply in writing to Civica a detailed description of any Fault requiring the Support Services and the circumstances in which it arose, immediately upon becoming aware of the Fault via the Civica Service Desk; and
- 1.6.7 the Customer shall provide such additional information as may be reasonably requested by Civica to enable the Fault to be classified.
- 1.7 Support Services shall only be provided during a working day excluding any days notified to the Customer by Civica from time to time. Any Faults discovered out of hours can be logged on the Civica Service Desk and will, as far as reasonably practicable, be dealt with during the next working day.
- 1.8 Civica's obligations in respect of the Support Services shall not in any circumstances include diagnosis and rectification of any Fault resulting from:
- 1.8.1 the improper use, operation or neglect of the Software or hardware on which the Software is accessed;
- 1.8.2 the modification of the Software or their merger (in whole or in part) with any other Software except where such modification or merger is carried out by Civica;
- 1.8.3 any repair, adjustment, alteration or modification of the Software and/or Equipment by any person other than Civica without Civica's prior written consent; or
- 1.8.4 the use of the Software for a purpose for which it was not designed; or
- 1.8.5 any Fault in the Software which arises due to the Customer not updating the Software following the issue to it of any Fixes; or
- 1.8.6 any Fault arising which would be rectified by the Customer moving to a New Release of the Software.
- 1.9 To the extent that a Fault relates to a Third Party Software, Civica will assist the Customer to resolve such Fault and will liaise with the Customer and the supplier of such Third Party Software to facilitate resolution of the Fault. However, Civica cannot guarantee that it will be able to resolve a Fault relating to a Third Party Software, and any target fix times shall not apply in relation to Faults in a Third Party Software.
- 1.10 In order to log a Fault Customer must log the support call on the Civica Service Desk using the Customer's username and password.
- 1.11 All support calls logged on the Civica Service Desk will be issued with a fault reference to allow tracking of problems by the Customer and Civica.
- 1.12 The Civica SLA is as described in Section 4 Civica Service Level Agreement.

SECTION 4



CIVICA SERVICE LEVEL AGREEMENT

1. Civica shall endeavour to respond to and resolve Faults (as detailed in Section 3) in accordance with the following service levels:

Severity	Description	Initial Response Time	Target Fix Time
1	Critical - major component unavailable or inaccessible, affecting multiple units, customers and / or Authorised Users. Incidents causing loss of Customer service or functionality or severe degradation to Customer service. No workaround available. Examples: Civica hosting site down, major application or database fault. Security incident involving suspected improper access to information systems.	1 hour	8 hours
2	Urgent - major functionality impaired, but still usable, or workaround available. Examples: reports or web application not working for multiple Customers or a major module unavailable. The Software is still operating but an urgent Fix is required so that the Customer does not experience any delays to its operations.	1 hour	2 working days
3	Non-Critical - incidents not involving loss of Customer service or functionality but resulting in service degradation. A workaround is available. High nuisance impact to the individual Customer, but minimal business impact. Examples: slow response but still functional or intermittent problems. This includes all situations that affect the smooth running of Customer's business but do not require immediate action. The Software is still operating but a solution is required to meet a future deadline.	4 hours	2 working days
4	Information/Alerts - incidents with no impact to service, functionality or performance, appearing on reports for information purposes or low priority change requests. Procedural requests, How Do I...? The query is non-urgent and normal procedures are not affected.	4 hours	2 working days
5	Enhancement - the query is non-urgent and normal procedures are not affected. The Customer requires help from the Supplier to make customised enhancements. See product requirement list/enhancement requests below.	30 working days	N/A

2. Fix time is based solely on the elements within Civica's control or responsibility and excludes any third party requirements (hardware fault, loss of communications link, time taken to approve change, etc.) outside of these terms and the Support Terms in Section 3.
3. If the Fault cannot be fixed immediately the Civica Service Desk may provide a work around. Provision of a work around will be given to the Customer and resolution, if deemed necessary by the Civica Service Desk will be included in a future release at Civica's discretion.
4. Hours shall be hours during a working day.
5. The matrix below details the escalation procedures for Support. This ensures that serious problems are dealt with appropriately.

Severity	Stage 1	Stage 2	Stage 3	Stage Times
1	C	D	D	daily
2	B	C	D	daily
3	A	B	C	weekly
4	A	B	C	monthly
5				N/A

Key to those involved	Civica
A	Customer
B	Customer Services Manager
C	Civica Technical Services Manager
D	Civica Head of Service Delivery

SECTION 5 – CONSULTANCY TERMS

These Consultancy Terms apply to Lots 1 – 3 where resource augmentation type services, including consultancy services, are being provided by Civica to the Customer.



CIVICA CONSULTANCY TERMS AND CONDITIONS (Supplemental)

The following definitions apply to these Consultancy Terms and Conditions:

Charges means any or all charges payable by Customer to Civica as agreed under the Contract..

Civica means Civica UK Limited (company number 1628868) with registered office at South Bank Central, 30 Stamford Street, London, SE1 9LQ.

Consultancy Terms means these Civica Consultancy Terms and Conditions (Supplemental).

Contract means the agreement entered between the Customer and Civica for the supply of the Services to which these Consultancy Terms form a part of.

Customer means the buyer shown in the Contract.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Services mean the provision by Civica of an agreed number of days (by way of provision of consultants and/or consultancy services) on a time and materials basis for the Customer as agreed under the Contract.

1. Civica Obligations

- 1.1 Civica shall provide the Services to the Customer.
- 1.2 The consultant(s) provided by Civica shall carry out the tasks specified by the Customer in accordance with the provisions of these Consultancy Terms.
- 1.3 In consideration of the Services, Customer agrees to pay Civica at the agreed daily rate plus VAT.
- 1.4 Civica shall be liable for consultant's tax and Employers and Employees National Insurance contributions as required by law.
- 1.5 In the event that there are periods when there is no work for the consultant to perform, the Customer shall still pay Civica at the agreed daily rates for these periods.

2. Customer Obligations

- 2.1 Customer shall:
 - 2.1.1 where required permit reasonable access by Civica to its sites, for Civica to perform its obligations under this Contract;
 - 2.1.2 where Civica personnel are required to work at Customer sites, ensure that its personnel provide all reasonable assistance including desk space, telecommunications equipment and administrative support, as and when required by Civica to discharge its obligations, and in particular take all measures necessary to comply with the acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of the Contract;
 - 2.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for Civica to deliver the Services;
 - 2.1.4 provide suitable work and supervise the consultants provided to perform the Services;
 - 2.1.5 carry out and comply with any of the Customer's responsibilities.

3. Services

- 3.1 Unless otherwise stated the Services will be provided by Civica on working days, either at Civica sites or at an agreed Customer site.
- 3.2 Customer will be responsible for giving sufficient work and tasks to the consultant and supervising the consultant as it would its own staff.
- 3.3 If the dates scheduled for delivery of the Services are deferred or cancelled by Customer, Civica may charge for such days.
- 3.4 A daily retainer charge based on the staff hourly rate shall be invoiced and payable by the Customer if any of the following events occur:
 - 3.4.1 suspension, including the Customer not referring work to Civica, of the Services and/or Contract for any reason by the Customer, unless the Customer has given more than 4 weeks written notice to Civica;
 - 3.4.2 any planned or unplanned system maintenance by the Customer which impacts Civica's ability to carry out the Services;
 - 3.4.3 any delay to the start date which has been caused by the Customer's failure to meet its obligations under the on-boarding plan.

4. Warranties

- 4.1 Each party warrants to the other that it has the full power and authority to enter and perform the Services under these Consultancy Terms.

5. Intellectual Property Rights (IPR)

- 5.1 All IPR shall belong to the party who owned them immediately before the start of the Services.
- 5.2 Any IPR developed or written by the consultant(s) during the Services supplied by Civica from time to time, including all trade secrets, copyright, patent rights, ideas and any other IPR in relation thereto, shall belong to the Customer.
- 5.3 Notwithstanding any degree of supervision exercised by Customer over the consultant (or any substitute or employee provided by Civica) in no circumstances shall an employment relationship be deemed to arise between Customer and the consultant.
- 5.3 Consultant shall be subject to directions from Customer as to the way it shall perform the work.
- 5.4 This agreement constitutes a contract for the provision of services and not a contract of employment.

6. Termination

- 6.1 Civica may suspend its obligations under these Consultancy Terms or may terminate the Consultancy Terms at any time upon written notice to Customer, if Customer (i) fails to pay any Charges due for 28 days after the due date for payment.
- 6.2 If these Consultancy Terms are terminated any charges paid in advance shall not be refunded.
- 6.3 Upon termination of these Consultancy Terms, Civica shall immediately deliver up to Customer any copies of Customer's Confidential Information and work in progress in its possession.
- 6.4 Termination will not discharge Customer from any payment obligation under these Consultancy Terms, or from payment of sums already due.

7. General

- 7.1 Until six months after termination of these Consultancy Terms, Customer will not solicit the employment nor services of any consultant provided under the Services; solicitation in this context shall not include any personnel responding to open advertisements published. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first twelve months of their new employment or contract. The parties agree that such sum is a genuine pre-estimate of the costs which the party previously employing or contracting with the individual will incur in finding and training a replacement for that person.
- 7.2 All disputes arising out of or under these Consultancy Terms that are not resolved by the Customer's contract manager and Civica's account manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer contract manager's manager and for Civica the Service Delivery Manager. Then the third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the English courts.

SECTION 6 – CIVICAPAY TERMS



CIVICA TERMS FOR CIVICAPAY

These terms apply where the Customer has licensed or has a right to access CivicaPay.

The Supplier has designed the CivicaPay Service based on the Agreed Throughput of 150,000. The Supplier reserves the right to audit the actual Transaction, ATP minute and Direct Debit volumes every 3 months in order to determine the requirements of the service provision. The transaction over-usage rate is 20p per transaction.

In the event the Agreed Throughput is exceeded the Supplier shall invoice the Customer for the overuse quarterly and shall review the subsequent annual Transactions, ATP minutes and Direct Debit volumes and charges.

Versions

To provide the best ongoing service, security and functionality, the Customer agrees that it must stay within two (2) minor version upgrades of the most recently released version. All updates must be done within 6 months of Version release being made available. All maintenance updates must be done within 6 months irrelevant of which minor version the Customer is on.

This will ensure a consistent high-performing platform, as well as consolidate Customer effort and allow for greater innovation and focus.

Opayo shall provide the payment gateway, and the Customer shall receive this service subject to Opayo's Merchant Terms and Conditions. If there is a conflict between the Supplier Terms and the flow-down terms within the scope of the gateway services, the flow-down terms shall take precedence.

Please find the Opayo terms and conditions at the following link:

<https://www.opayo.co.uk/policies/merchant-terms-conditions>

PCI DSS Accreditation

The Supplier and the Customer acknowledge that the Supplier has PCI DSS Accreditation in relation to the CivicaPay Service as at the Call-Off Start Date.

The Customer understands and accepts that for the entire payment process to comply with PCI DSS it must itself meet the PCI DSS requirements and be accredited, and that it must fulfil the Customer obligations described in the Call-Off Contract.

SECTION 7 – EMPLOYEE TERMS

Part A – Staff costs

The provisions of this Part A of Section 7 shall apply to all Call-Off Contracts.

1. The Customer shall pay Civica a transfer fee where the Customer engages or employs a Civica employee to perform a service or job role similar to the Services. This provision shall apply during the term of this Contract and for six months thereafter. The transfer fee payable represents Civica's liquidated damages and shall be calculated as follows:

Civica employee's pay	Transfer Fee
Less the £29,999 per year	20%
£30,000 to £59,999 per year	25%
Over £60,000 per year	30%
	% = of the Civica employee's annual pay

2. The parties agree that such sum is a genuine pre-estimate of Civica's costs which it will incur in finding and training a replacement for that person. Civica may invoice the transfer fee to the Customer on the Civica employee giving notice to Civica.
3. A daily retainer charge based on the staff hourly rate shall be invoiced and payable by the Customer if any of the following events occur:
 - a) Suspension, including the Customer not referring work to Civica, of the Services and/or Contract for any reason by the Customer, unless the Customer has given more than 4 weeks written notice to Civica;
 - b) Any planned or unplanned system maintenance by the Customer which impacts Civica's ability to carry out the Services;
 - c) Any delay to the Start Date which has been caused by the Customer's failure to meet its obligations under the on-boarding plan.

Part B - TUPE Terms and Conditions

The provisions of this Part B of Section 7 shall apply to all Call-Off Contracts where the TUPE clauses in the Framework Contract and/or Call-Off Contract apply.

1. The TUPE provisions at clause 29 of the Framework and Call-Off Terms & Conditions shall be removed and replaced with the following terms:
 - 1.1 It is the parties' view that TUPE will not apply on or following the start date, being the date when the parties enter into the Call-Off Contract and/or Services start (**Effective Date**).
 - 1.2 The Customer will indemnify the Supplier against all Employment Liabilities incurred by the Supplier in relation to any person employed by the Customer prior to the Effective Date whose employment transfers to the Supplier pursuant to or by virtue of TUPE provided that the Supplier shall:
 - 1.2.1 upon becoming aware of a TUPE transfer, notify the Customer immediately or if not reasonably practicable to do so then as soon as reasonably practicable thereafter of such date;
 - 1.2.2 give the Customer the opportunity to offer employment to such person(s) and such person(s) the opportunity to accept that offer, the opportunity shall be not less than twenty-one (21) days from the date that the Supplier notifies the Customer; and
 - 1.2.3 promptly give the Customer all reasonable co-operation and assistance to procure that such person accepts such offer of employment.

- 1.3 Upon the expiry of the twenty-one day period and provided such person has not accepted the offer of employment the Supplier may terminate the employment of such person with immediate effect.
- 1.4 The Customer shall indemnify and keep indemnified the Supplier in full against all Employment Liabilities arising from or connected with:
- a) any person who is or has been employed or engaged by the Customer in connection with the provision of any of the Services on or before the Effective Date; or
 - b) any trade union or staff association or employee representative claim, where such claim arises as a result of any act, fault or omission of Customer;
 - c) any failure by the Customer to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin on or before the Effective Date;
 - d) any failure by the Customer to supply or delay in supplying any relevant staffing details, including but not limited to Customer's provisional staff list, Customer's final staff list and the Employee Liability information and any other information required (or inaccuracy or incompleteness of the same);
 - e) failure to inform and consult in accordance with TUPE;
 - f) any failure on the part of the Customer to provide the relevant employees with any benefit of any nature including appropriate pension provision or failure to make all due payments to the relevant employees or pension fund on or before the Effective Date;
 - g) any failure or omission of any legal or statutory obligation by the Customer;
 - h) any claim by any relevant employee arising out of any personal injury or injury at work of whatever nature on or before the Effective Date; and
 - i) any other obligations of or arising under the Contract relating to any transferring employees;
- whether any such claim arises on or before the start date or if it had its origins before such date.
- 1.5 **Employment Liabilities** means, any costs, claims, demands, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to the Customer or the Supplier (as the case may be).