

Supplier Licence Terms for Services provided under Lot 2(b) – G-Cloud 15

Worldline IT Services UK Limited

Definitions and interpretation

1.1 In these Licence Terms:

Acceptable Use Policy	means Supplier's acceptable use policy applicable to the Services which is incorporated into the Call-off Contract;
Fault	means any material defect, error, failure or deviation from proper function and/or Specification which occurs in the Services;
Feedback	has the meaning given to it at clause 11.3;
Licence Restrictions	means, in respect of on-premise Software, any restrictions on users, location, equipment and potentially numbers of copies which are set out in the Call-off Contract;
Permitted Purpose	means the internal business purpose of Buyer and the use of the Services for such purpose is consistent with the Specification;
Permitted Usage Rights	means the purchased number of Buyer Users as set out in the Call-off Contract across the permitted number of simultaneous devices for the Services under the Agreement as set out at clause 4.3;
Term	means the period of time between the Call-off Start Date and the Call-off Expiry Date;
Territory	means the United Kingdom of Great Britain and Northern Ireland;
Update	means a software maintenance update, patch or bug-fix which does not constitute an Upgrade;
Upgrade	means a version or release of software intended to have new or improved functionality or designated by Supplier as an upgrade; and

1.2 In these Licence Terms, references to the Services should be interpreted to include any Software provided as part of those Services.

2 System requirements

2.1 The Buyer shall ensure it complies with the minimum technical specifications required for the Services to operate correctly, including without limitation in relation to Buyer's operating system, as are set out in the Call-off Contract).

3 Rights of access and use

- 3.1 Subject to the terms of the Call-off Contract, and payment of the applicable Charges, Supplier hereby grants to Buyer a limited, non-exclusive, non-transferable, non-sublicensable (other than as expressly permitted under these Licence Terms) right to access and use the Services for the Permitted Purpose only in the Territory and for the duration of the Term.
- 3.2 The rights granted at clause 3.1 include a right for Buyer to grant sub-licences to Buyer Users (where necessary), subject to the terms of the Call-off Contract, including those at clause 5 below.
- 3.3 If the Call-off Contract states that provision of the Services includes making Software available to Buyer to install and run on its own (or a third party's) premises, then subject to these Licence Terms, and payment of the applicable Charges, Supplier grants Buyer a non-exclusive licence to install and use the Software in the Territory for the Term (including a right to allow a third party to host the Software for Buyer's benefit only).
- 3.4 Any sub-licences granted by the Customer under clauses 3.2 or 3.3 shall prohibit further sub-licensing and shall include a provision to the effect that the sub-licence shall terminate immediately on expiry or termination of the applicable Call-off Contract. To the extent Schedule 1 contains restrictions on the number of copies, users, equipment or sites then such restrictions shall apply to installation and/or use by the Customer together with all sub-licensees in the aggregate and not individually.

4 Limitations on use

- 4.1 Except as expressly permitted under these Licence Terms or by law, Buyer shall not:
 - 4.1.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Services;
 - 4.1.2 decode, reverse engineer, disassemble, decompile or otherwise translate, or make alterations to the Services, convert the Services, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Services, other than as expressly permitted under ss 50B and 296A of the Copyright Designs and Patents Act 1988 (and then only upon advance notice in writing to Supplier);
 - 4.1.3 assign, rent, transfer, provide or enable access, sub-licence (except as permitted by clause 3.2 above), lease, resell, distribute, publish, broadcast, transmit, store, archive, display publicly to third parties, disclose or otherwise deal in or encumber the Services (in each case, whether or not for charge);
 - 4.1.4 remove or modify any copyright or similar notices, or any of Supplier's or any other person's branding, that the Services cause to be displayed when used;
 - 4.1.5 access or use the Services, or permit them to be accessed or used, by or on behalf of any third party, otherwise than for the Permitted Purpose;
 - 4.1.6 interfere with any license key mechanism in the Services or otherwise attempt to circumvent or interfere with any security features of the Services or mechanisms intended to limit use of the Services; or
 - 4.1.7 make the Services available over a network or any other method of remote access, or facilitate the same.

- 4.2 Access and use of the Services shall be limited to the Permitted Usage Rights only; such rights will be set out in each Order Form.
- 4.3 Buyer shall not exceed the Permitted Usage Rights and acknowledges that Buyer shall be required, without prejudice to any other rights or remedies to which Supplier may be entitled, to pay Supplier in accordance with the provisions of clause 5.4.
- 4.4 Buyer shall only access and use the Services at all times in accordance with any instructions or user guidance and these Licence Terms.
- 4.5 Buyer shall notify Supplier in writing as soon as Buyer becomes aware of any actual or suspected unauthorised use of the Services (including any use in excess of the Permitted Usage Rights).

5 Buyer Users

- 5.1 Buyer shall ensure that only Buyer Users use the Services, and that such use is at all times in accordance with these Licence Terms. Buyer shall ensure that Buyer Users are, at all times while they have access to the Services, the employees or contractors of Buyer.
- 5.2 If the Permitted Usage Rights are provided on a named user basis, Buyer shall keep a list of all Buyer Users and shall notify Supplier within five (5) Working Days if any updates to any list of Buyer Users are made.
- 5.3 Buyer shall ensure that the number of Buyer Users for each Service does not exceed the Permitted Usage Rights and the purchased number of Buyer Users for the relevant Service at any time. Buyer may remove one individual as a Buyer User and replace them with another individual in accordance with these Licence Terms, but Buyer User accounts cannot be shared or used by more than one individual at the same time.
- 5.4 Without prejudice to any other right or remedy Supplier may have, in the event that Buyer is in breach of clause 5.3 then Buyer shall be liable to pay for the number of Buyer Users above the purchased number of Buyer Users as agreed in the Call-off Contract for that Service for the relevant period, in accordance with the applicable pricing set out in the Call-off Contract.
- 5.5 Buyer shall:
 - 5.5.1 be liable for the acts and omissions of Buyer Users as if they were Buyer's own;
 - 5.5.2 only provide Buyer Users with access to the Services via the access method provided by Supplier and shall not provide access to (or permit access by) anyone other than an Buyer User; and
 - 5.5.3 procure that each Buyer User is aware of, and complies with, the obligations and restrictions imposed on Buyer under these Licence Terms.
- 5.6 Buyer shall (and shall ensure all Buyer Users shall) at all times comply with the Acceptable Use Policy which is incorporated within the applicable Call-off Contract.
- 5.7 Clauses 5.5 to 5.7 (inclusive) shall survive termination or expiry of the Agreement.

6 Support

- 6.1 Supplier shall use reasonable endeavours to notify Buyer in advance of scheduled maintenance of the Services but Buyer acknowledges that Buyer may receive no advance notification for downtime caused by a Force Majeure Event or for other emergency maintenance.
- 6.2 Buyer acknowledges that the Services do not include:
- 6.2.1 any services, systems or equipment required to access the internet (and that Buyer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);
 - 6.2.2 data back up or disaster recovery facilities for the benefit of the Buyer (and Buyer shall ensure it at all times maintains backups of all Buyer Content according to its requirements); or
 - 6.2.3 legal, accounting or other professional or regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.
- 6.3 The service level agreement relevant to the Services will be referenced in the applicable Order Form and accordingly incorporated into the applicable Call-off Contract. Notwithstanding any such service level agreement, the following will apply in respect of Services provided by the Supplier:
- 6.3.1 when calculating whether Supplier has achieved a response time or resolution time service level under a service level agreement incorporated into a Call-off Contract, the following periods of time shall be excluded from the calculation of Supplier's response and resolution time:
- (a) when Supplier is awaiting a response or information from the Buyer or a third party (other than a subcontractor of Supplier) in relation to the matter;
 - (b) when Supplier is awaiting Buyer or a third party (other than a subcontractor of Supplier) to implement any recommended resolution or complete any required tasks in relation to the matter;
 - (c) where a Fault is attributable to Buyer and Supplier is unable to resolve the Fault until Buyer resolves the elements of the Fault under Buyer's control;
 - (d) when Supplier, or a subcontractor of Supplier, cannot gain access to the relevant premises due to reasons outside its control;
 - (e) any period of planned outage or preventative maintenance;
 - (f) any planned or unplanned downtime caused by Buyer; or
- 6.3.2 Supplier shall not be responsible for resolving a Fault:
- (a) if it has arisen as a result of any cause beyond Supplier's control;
 - (b) where such Fault has been reported by or on behalf of Buyer, but Supplier cannot replicate or discover the Fault; or
 - (c) where the Fault arises in any hardware that has passed the applicable end of life date without having been replaced by Buyer.

7 Changes to the Services

- 7.1 Buyer acknowledges that, subject to the provisions of this clause, Supplier is entitled to modify the features, functionality, technical environment (including hosting provider) of the Services and may also establish new limitations on the Services (or any part), including to the volume of data which may be used, stored or transmitted in connection with the Service, access to application programming interfaces and changes to data retention periods. Changes that Supplier introduces under this clause shall not materially adversely affect the use of the relevant Service.

8 Records and audit

- 8.1 During the Term and for seven years thereafter, Buyer shall maintain accurate and complete records of Buyer's and Buyer Users' access to, and usage of, the Services including:
- 8.1.1 the number of Authorised User accounts that Buyer has purchased; and
 - 8.1.2 the number and identity of any Buyer Users.
- 8.2 Buyer shall allow and procure for Supplier (and any authorised representatives of Supplier) access to audit (and take copies of) the relevant records of Buyer, to the extent necessary (and legally permitted in the circumstances) to verify that the access and use of the Services is in accordance with these Licence Terms.
- 8.3 Unless otherwise agreed in writing, the inspections and audits referred to in clause 8.2 shall be undertaken:
- 8.3.1 during Buyer's normal business hours on Working Days;
 - 8.3.2 subject to the provision by Supplier of a minimum of three Working Days' notice; and
 - 8.3.3 not more than twice in any calendar year during the Term, unless Supplier has reasonable grounds to believe that Buyer is in breach of these Licence Terms.
- 8.4 Buyer shall, at Buyer's own cost, provide all reasonable assistance and co-operation to Supplier in conducting any inspection or audit undertaken under this clause 8. Supplier will comply with Buyer's reasonable directions to minimise disruption to Buyer's business and to safeguard the confidentiality of Buyer Content.
- 8.5 At Supplier's request from time to time Buyer shall promptly (and in any event within two Working Days of such request) provide Supplier with copies of the records referred to in clause 8.1.
- 8.6 Supplier may monitor, collect, store and use information on the use and performance of the Services (including Buyer Content) to detect threats or errors to the Services and/or Supplier's operations, provided that such activities at all times comply with the Data Protection Addendum.
- 8.7 Buyer shall be entitled to audit that Supplier's provision of the Services is in accordance with the applicable Call-off Contract subject to the terms of this clause 8. The audits shall be conducted at the Buyer's cost.
- 8.8 On the provision of not less than seven (7) days' written notice by Buyer, Supplier shall provide Buyer and/or its external advisors or any competent regulator with reasonable access to the

Supplier System, Supplier's facilities, Supplier's employees for the purposes set out in clause 8.7.

- 8.9 The reasonable access granted under clause 8.8 shall be subject to the following conditions:
- 8.9.1 the audit shall be limited to two (2) Working Days and carried out during the normal business hours of Supplier;
 - 8.9.2 the audit shall be limited to such document(s), system(s) or personnel strictly necessary to verify Supplier's compliance as set out in clause 8.7;
 - 8.9.3 the audit frequency is limited to once a year;
 - 8.9.4 if the audit is to be carried out by a third party, such third party must be a reputable and independent entity, not be a competitor of Supplier and must agree to the confidentiality and security undertakings reasonably requested by Supplier;
 - 8.9.5 the audit team must not disturb the ongoing business of Supplier or otherwise interfere with Supplier's operations;
 - 8.9.6 Supplier may charge Buyer for any support provided by Supplier in connection with the audit at Supplier's man-day rate in force at the time of the audit;
 - 8.9.7 audit findings must be communicated in writing to Supplier and Supplier must be given a reasonable opportunity to challenge any of the findings. Supplier and Buyer shall then meet to review and discuss the audit report and, if any material non-compliance has been found, agree on a remediation plan; and
 - 8.9.8 if a remediation plan cannot be agreed or if the remediation plan has not been implemented in accordance with its terms then Buyer may escalate the matter in accordance with clause 38 of the applicable Call-off Contract (*Resolving Disputes*).
- 8.10 The provisions of this clause 8 shall survive termination or expiry of this Agreement for a period of 12 months.

9 Warranty

- 9.1 Supplier warrants that the Services will operate materially in accordance with the Specification incorporated into the Call-off Contract when used in accordance with these Licence Terms under normal use and normal circumstances during the Term.
- 9.2 If Buyer receives any Update or Upgrade of the Services under this Agreement, such Update or Upgrade will be covered under the warranty at clause 9.1.
- 9.3 If there is a breach of the warranty in clause 9.1, provided that Buyer notifies Supplier in writing within three (3) Working Days of the date Buyer ought reasonably have become aware of the breach, Supplier will use reasonable endeavours to rectify the breach within a reasonable time
- 9.4 The warranty in clause 9.3 shall not apply to the extent that any error in the Services arises as a result of:
- 9.4.1 incorrect access to, or use of, the Services by Buyer or any Buyer's User;

- 9.4.2 access to, or use of, the Services by Buyer or any Buyer's User other than for the purposes for which it is intended;
 - 9.4.3 modification or alteration of the Services without Supplier's written consent;
 - 9.4.4 access or use of the Services with other software or on equipment with which it is incompatible;
 - 9.4.5 attempted repair, rectification or maintenance by any person other than Supplier or a third party authorised by Supplier;
 - 9.4.6 failure to install any Update or Upgrade recommended and made available by Supplier; or
 - 9.4.7 any Force Majeure Event.
- 9.5 Buyer acknowledges that Supplier does not give any term, warranty, condition or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:
- 9.5.1 the Services meeting the Customer's individual needs or business requirements, whether or not such needs or requirements have been communicated to Supplier;
 - 9.5.2 the Services operating in a manner which is uninterrupted or free from minor errors or defects; or
 - 9.5.3 the Services being compatible with any software except as set out in the Call-off Contract.
- 10 Buyer's responsibilities**
- 10.1 Buyer shall:
- 10.1.1 (and shall ensure all Buyer Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services;
 - 10.1.2 ensure that where required for proper use of the Services, it shall use only hardware which Supplier has confirmed is compatible with the Services. It shall be Buyer's responsibility to procure such hardware unless stated otherwise in the Call-off Contract;
 - 10.1.3 inform Buyer if it considers that its usage of the Services may exceed any Permitted Usage Rights;
 - 10.1.4 promptly provide all reasonably necessary co-operation and information which Supplier requires to provide the Services;
 - 10.1.5 inform Supplier of any Fault in sufficient detail that Supplier can investigate the root cause of it;
 - 10.1.6 have a minimum of one (1) technically skilled and knowledgeable person who understands the operation of the Services including any associated applications;
 - 10.1.7 have sufficient technical resources available to provide initial triage and analysis of the symptoms of any Fault; and

10.1.8 perform all of its obligations as required by the Call-off Contract.

11 Intellectual Property Rights

- 11.1 Buyer acknowledges that all Intellectual Property Rights in the Services are owned by or licensed to Supplier, that the right to access and use the Services is licensed (not sold) to Buyer and that Buyer shall have no other rights other than those granted under these Licence Terms. For the avoidance of doubt, Buyer shall have no right to access the Services in source code form. To the extent that Buyer, any of its Affiliates, any Buyer's User, or any person acting on its or their behalf acquires any Intellectual Property Rights in any part of the Services, Buyer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Supplier or such third party as Supplier may elect. Buyer shall execute all such documents and do such things as Supplier may consider necessary to give effect to this clause 11.1.
- 11.2 Buyer and Buyer Users may be able to store or transmit Buyer Content using one or more Services and the Services may interact with Buyer System. Buyer hereby grants a royalty-free, non-transferable, non-exclusive licence for Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise Buyer Content and Buyer System to the extent reasonably necessary to perform or provide the Services or to exercise or perform Supplier's rights, remedies and obligations under Call-off Contract or these Licence Terms.
- 11.3 Supplier may use any feedback and suggestions for improvement relating to the Services provided by Buyer or any Buyer's User without charge or limitation (**Feedback**). Buyer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Supplier at the time such Feedback is first provided to Supplier.
- 11.4 Buyer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Supplier under these Licence Terms.
- 11.5 Unless otherwise stipulated in the Order Form, it is expressly agreed that all specific developments, improvements or software extensions that may be carried out by Supplier specifically for Buyer remain the property of Supplier; Buyer only has a limited right of use of the latter under the same conditions as those provided for in clause 11.1
- 11.6 This clause 11 shall survive the termination or expiry of this Agreement.

12 Suspension

- 12.1 Supplier may suspend access to the Services (or any part) to all or some of Buyer Users if:
- 12.1.1 Supplier reasonably suspect that there has been any misuse of the Services or breach of these Licence Terms;
 - 12.1.2 Buyer fails to pay any sums due to Supplier by the due date for payment; or
 - 12.1.3 required by law, by court or governmental or regulatory order.
- 12.2 If the reason for the suspension is suspected misuse of the Services or breach of these Licence Terms, Supplier will take steps to investigate the issue and within ten (10) Working Days notify Buyer in writing of the outcome of the investigation, and either restore the Services or terminate the Call-off Contract immediately upon written notice to Buyer.

- 12.3 In relation to suspensions under clause 12.1.2, access to the Services will be restored promptly after Supplier receives payment in full and cleared funds.
- 12.4 Charges shall remain payable during any period of suspension notwithstanding that Buyer or some or all of Buyer Users may not have access to the Services.

13 Consequences of termination

- 13.1 On termination or expiry of the Call-off Contract (for any reason):
- 13.1.1 the licences and rights granted by Supplier shall immediately terminate and Buyer shall (and, if applicable, shall procure that each Buyer's User shall) immediately stop accessing and using the Services;
- 13.1.2 Supplier may delete or suspend access to any accounts that Buyer holds with Supplier and any Buyer's User accounts;
- 13.1.3 Buyer Content will be treated in accordance with clause 14.6.
- 13.2 Buyer shall be responsible for backing up Buyer Content regularly and extracting it from the Services prior to the termination or expiry of the applicable Call-off Contract. Unless agreed between the Parties in writing, Supplier shall not be obliged to provide Buyer with any assistance in extracting or recovering data whether during or after the Term.
- 13.3 Termination or expiry of the Call-off Contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Call-off Contract (including these Licence Terms and the Acceptable Use Policy) that is expressly or by implication intended to continue beyond termination.

14 Buyer Content

- 14.1 Buyer Content shall at all times remain the property of Buyer or Buyer's licensors.
- 14.2 Except to the extent Supplier has direct obligations under data protection laws and/or the Data Protection Addendum, Buyer acknowledges that Supplier has no control over any Buyer Content hosted as part of the provision of the Services and may not actively monitor or have access to the content of Buyer Content. Buyer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of Buyer Content and that its use (including use in connection with the Services) complies with all applicable laws and Intellectual Property Rights.
- 14.3 If Supplier has a reasonable belief that any Buyer Content does not comply with the Acceptable Use Policy, Supplier shall have the right to (in respect only of that part of Buyer Content which is not compliant, where it is possible to isolate this):
- 14.3.1 permanently delete or otherwise remove the relevant Buyer Content from the Services;
- 14.3.2 suspend access to the relevant Buyer Content from the Services in accordance with clause 12; and/or
- 14.3.3 disclose Buyer Content to law enforcement authorities (in each case without the need to consult Buyer).

Where reasonably practicable and lawful Supplier shall notify the Customer before taking such action.

- 14.4 Except as otherwise expressly agreed in the Call-off Contract or required by applicable Law, Supplier shall not be obliged to provide Buyer with any assistance in extracting, transferring or recovering any data (including Buyer Content) whether during or after the Term. Buyer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Buyer Content, including as necessary to ensure the continuation of Buyer's business. Buyer shall, without limitation, ensure that it backs up (or procures the back up of) all Buyer Content regularly (in accordance with its and its Buyer Users' needs) and extracts it from the Services prior to the termination or expiry of the Call-off Contract or the cessation or suspension of any the Services where it has received notice from Supplier of the same.
- 14.5 Supplier routinely undertakes regular backups of the Services (which may include Buyer Content) for its own business continuity purposes. Buyer acknowledges that such steps do not in any way make Supplier responsible for ensuring Buyer Content does not become inaccessible, damaged or corrupted.
- 14.6 Buyer hereby instructs Supplier to, within 30 days of the end of the provision of the Services (or any part) relating to the processing of Buyer Content, securely dispose of such Buyer Content processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable Laws of the United Kingdom (or the relevant part of the United Kingdom) requires Supplier to store such Buyer Content.

15 On-premise Software deployment

- 15.1 Without prejudice to clause 1.2, this clause 15 shall only apply in respect of Software which is provided by Supplier and which Buyer installs and operates from its own premises, or the premises of a third-party hosting provider:
- 15.1.1 Supplier shall notify Buyer when the Software is ready to be downloaded and shall provide all reasonable instructions, including any necessary activation codes or licence keys. It is Buyer's responsibility to ensure that its computer system and network connection is capable of downloading the Software.
- 15.1.2 Buyer shall be responsible for installing the Software in accordance with Supplier's instructions.
- 15.1.3 Buyer may make backup copies of the Software as is reasonably necessary for the Permitted Purpose.
- 15.1.4 Notwithstanding the Licence Restrictions in respect of the sites at which the Software can be used or the equipment on which it may be installed, Buyer may:
- (a) install (and keep installed) the Software at one backup site during the Licence Term provided Buyer has given Supplier at least five days' prior written notice of the relevant site and of any change of site from time to time;
 - (b) use the Software at the backup site referred to in clause (a), provided that the use of the Software does not exceed a consecutive period of one month per calendar year during the Term where Buyer is prevented from using the Software at the original site due to circumstances beyond Buyer's reasonable control; and
 - (c) for the purposes of testing Buyer's disaster recovery and business continuity arrangements, use the Software installed at the backup site referred to in clause (b) for such reasonable period of time (not exceeding one week per

calendar year during the Licence Term) as is necessary to complete the disaster recovery and business continuity testing.

15.1.5 Buyer shall notify Supplier in writing as soon as it becomes aware of any actual or suspected unauthorised installation or use of the Software (including any installation or use in excess of the Licence Restrictions).

15.1.6 Without prejudice to any other rights or obligations of either party, if the Customer at any time has or obtains additional copies of the Software beyond those licensed under this Agreement, it shall promptly destroy the additional copies.

16 Terms and conditions only applicable to CX Suite

16.1 The processing capacity of the CX Suite Services is strictly defined in the Call-off Contract according to the number of licences or usage rights (voice, emails and chats) purchased by Buyer, and the restrictions in clause 16.2.

16.2 The restrictions referred to in clause 16.1 are that:

16.2.1 the number of calls Buyer may make will be limited to three (3) times the number of licenses or usage rights purchased for the voice channel;

16.2.2 the CX Suite Service will provide only storage for six (6) months' of emails;

16.2.3 the CX Suite Service will provide only storage for six (6) months' of chats.

17 Governing law and jurisdiction

17.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Acceptable Use Policy for Services provided under Lot 2(b) – G-Cloud 15

Worldline IT Services UK Limited

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1 Introduction

- 1.1 This Acceptable Use Policy governs how Buyer and Buyer Users may access and use the Services.
- 1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in Joint Schedule 1 and the same rules of interpretation apply. In addition, in this Acceptable Use Policy, the following definitions have the meanings given below:

Virus	means any program or code which may prevent, impair, affect the reliability of, destroy, damage, interfere with, corrupt, or cause undesired effects on any program, computer, system, software, code, data or other information (including all viruses, worms, trojan horses, spyware, logic bombs and similar files, scripts, agents, things or devices).
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- 1.3 The Buyer and Buyer Users are only permitted to use and access the Services in accordance with the terms of the Call-off Contract. Use of the Services in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted. If any person does not agree with the terms of this Acceptable Use Policy, they may not use the Services and Buyer is responsible for ensuring that its Buyer Users are aware of this.

2 Restrictions on use

- 2.1 As a condition of use of the Services, Buyer shall not use the Services and shall ensure that the Services are not used:
- 2.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or the Call-off Contract;
 - 2.1.2 to commit any act of fraud;
 - 2.1.3 to distribute any Virus;
 - 2.1.4 for the purposes of promoting unsolicited advertising or sending spam;
 - 2.1.5 to simulate communications from Supplier or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 2.1.6 in any manner that disrupts the operations, business, equipment, websites or systems of Supplier or any other person or entity (including any denial of service and similar attacks);
 - 2.1.7 in any manner that harms or may endanger minors or any other person;
 - 2.1.8 in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
 - 2.1.9 to promote any unlawful activity;

- 2.1.10 to represent or suggest that Supplier endorses any other business, product or service unless Supplier has separately agreed to do so in writing;
 - 2.1.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
 - 2.1.12 in any manner which may impair any other person's use of the Services or use of any other services provided by Supplier to any other person;
 - 2.1.13 to attempt to circumvent any security controls, system instructions, in-built safety and security guardrails or mechanisms;
 - 2.1.14 to attempt to circumvent any password or user authentication methods of any person;
 - 2.1.15 in any manner inconsistent with the Call-off Contract or any instructions provided by Supplier from time to time; or
 - 2.1.16 to input any information of a confidential or proprietary nature derived from or relating to the Services in any generative AI solution (including but not limited to ChatGPT, Google Gemini or Microsoft Copilot) without Supplier's explicit written consent.
- 2.2 The Buyer shall not allow (and shall ensure that no Buyer User nor third party shall allow) any automated process or service (such as, without restriction, web crawlers, spiders and bots) to access the Services to extract, scrape, crawl or collect data from the Services, or for any other purpose.
- 2.3 The Buyer undertakes to use administrative access to the Services only for the purpose of using the Services. The Buyer undertakes to take all necessary measures to ensure the confidentiality and security of use of such access; in particular, not to communicate or make accessible access codes to third parties other than Buyer Users, and to avoid any disruption or degradation of the machine or workstation accessed.

Buyer Content and communication standards

- 2.4 In addition to complying with the Call-off Contract, including Supplier Data Processing Agreement, and with all applicable laws relating to data protection, Buyer shall ensure that any Buyer Content or communication made on or using the Services by any person conforms to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in Supplier's discretion, acting reasonably. In particular, Buyer warrants and undertakes that any Buyer Content and each such communication shall at all times be:
- 2.4.1 submitted lawfully and without infringement of any Intellectual Property Rights of any person;
 - 2.4.2 free of any Virus (at the point of entering any of the Services or Supplier Systems);
 - 2.4.3 factually accurate;
 - 2.4.4 provided with all necessary consents of all relevant third parties;
 - 2.4.5 not defamatory or likely to give rise to an allegation of defamation;
 - 2.4.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;

- 2.4.7 not abusive, threatening, offensive, harassing or invasive of privacy;
- 2.4.8 free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
- 2.4.9 not racist, sexist or xenophobic or otherwise discriminatory;
- 2.4.10 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
- 2.4.11 not liable to offend religious sentiments or deeply held beliefs; and
- 2.4.12 unlikely to cause offence, embarrassment or annoyance to any person.

Linking and other intellectual property matters

- 2.5 As a condition of use of the Services, Buyer agrees not to (and to ensure that Buyer Users do not):
 - 2.5.1 create a frame or any other browser or border environment around the content of the Services (or any part);
 - 2.5.2 display any of the trade marks or logos used on the Services without Supplier's permission together with that of the owner of such trade marks or logos; or
 - 2.5.3 use Supplier's trade marks, logos or trade names in any manner.

3 Bandwidth

Limits on bandwidth, if applicable, will be set out in, or referenced in, the relevant Order Form.

4 Storage

Limits on the Buyer's storage capacity within the Services, if applicable will be set out in, or referenced in, the relevant Order Form.

5 Breach

Any breach by Buyer of this Acceptable Use Policy shall be deemed a material breach of the applicable Call-off Contract which is not remediable. In the event of such a breach, Supplier shall be entitled to terminate the applicable Call-off Contract immediately upon written notice to Buyer.

Data Processing Agreement for Services provided under Lot 2(b) – G-Cloud 15

Worldline IT Services UK Limited

This Data Processing Agreement (“**DPA**”) details the Parties’ obligations regarding the protection of Personal Data, associated with the processing of Personal Data on behalf of Buyer, by the Supplier. The measures provided for in this DPA shall apply to all Services performed under this Call-off Contract. The provisions set forth below apply where Supplier processes Personal Data for the purposes of performing the Services.

The capitalised terms used in this DPA shall have the meanings set forth in this DPA, or as defined in Joint Schedule 1. Capitalised terms not defined in this DPA or in Joint Schedule 1 shall have the meanings given to them in the UK GDPR.

1. Definitions

The following words and expressions shall have the meaning as set out below:

- ✚ **Applicable Data Protection Law** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder), and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data.
- ✚ **Buyer Personal Data** means any personal data processed by Supplier on the Buyer’s behalf pursuant to the Services under the Call-off Contract.
- ✚ **Data Controller (or “Controller”)** means the natural or legal person which alone or jointly with others determines the purposes and means of the Processing. For the purposes of this Call-off Contract, the Buyer acknowledges that it is the Data Controller for the processing of Personal Data undertaken for the provision of the Services under this Call-off Contract.
- ✚ **Data Processing Particulars** means the summary of the Buyer’s Instructions pursuant to paragraph 2.2 below and set out in Annex 1 to this DPA
- ✚ **Data Processor (or “Processor”)** means any natural or legal person which processes Personal Data on behalf of and under the strict instructions of the Data Controller. For the purposes of this Call-off Contract, the Buyer acknowledges Supplier is the Processor for the processing of Personal Data undertaken for the provision of the Services under this Call-off Contract.
- ✚ **Personal Data** means any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic cultural or social identity.
- ✚ **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed under a Call-off Contract.
- ✚ **Processing** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and “**Process**” and “**Processes**” shall be construed accordingly.

✚ **Third Party** means any person or entity, other than an Affiliate of Supplier, which is engaged by Supplier for the provision of the Services.

✚ **Third Party Country** means any country or jurisdiction outside the UK.

2. Buyer's role, guarantees and obligations

The Parties expressly agree that Buyer is the Data Controller for the Personal Data processed for the purpose of the provision of the Services under this Call-off Contract.

2.1 Guarantees regarding Buyer's processing

Buyer, as Data Controller, shall ensure that any Buyer Personal Data processed by Supplier on its behalf for the purposes of this Call-off Contract (hereinafter "**Buyer Personal Data**") is processed in accordance with Applicable Data Protection Law and that Buyer complies with its own obligations regarding the processing of Buyer Personal Data. Accordingly, Buyer warrants that:

- (i) any Buyer Personal Data is processed on the basis of an adequate legal ground as permitted under Applicable Data Protection Law;
- (ii) any Buyer Personal Data is processed for a defined, explicit and legitimate purpose;
- (iii) any Buyer Personal Data processed is relevant and non-excessive in consideration of the purpose of the processing;
- (iv) any Buyer Personal Data is and will be maintained accurate and up to date for the entire term of the provision of the Services under this Call-off Contract;
- (v) a term of retention has been defined for Buyer Personal Data, which is legitimate in consideration of the purpose of the processing and the nature of Buyer Personal Data processed;
- (vi) complete, clear and accurate information is provided to the data subjects whose Personal Data is processed under this Call-off Contract, including, if relevant, information about the fact that Personal Data may be transferred outside the UK;
- (vii) Data Subjects whose Personal Data is processed under this Call-off Contract are granted adequate and effective means to exercise their rights with regards to the processing of their Personal Data in accordance with applicable legislation (access, rectification, update, erasure, etc. as applicable). Where the Data Subject's request is addressed directly to Supplier, Supplier shall promptly inform Buyer, Supplier shall not be liable in cases where Buyer fails to respond to the Data Subject's request in total, correctly, or in a timely manner;
- (viii) all adequate and necessary formalities, if any, or internal documentation, as per Applicable Data Protection Law, have been completed with all competent authorities or otherwise retained internally by Buyer;
- (ix) it shall maintain a record of data processing activity.

2.2 Buyer's processing instructions

As Data Controller, Buyer shall provide Supplier with documented instructions (the '**Instructions**') regarding the processing of Buyer Personal Data. The Parties agree that Buyer's instructions are a condition for Supplier to be in a position to adequately assist Buyer with complying with its obligations under Applicable Data Protection Law.

The Parties agree that the Instructions are summarised in the Data Processing Particulars. Should Buyer wish to implement modifications to its Instructions, it shall notify Supplier at least thirty (30) days in advance in order for both Parties to evaluate Buyer's proposed modifications. In the event Buyer requests the implementation of modifications to its Instructions, it is expressly agreed between the Parties that:

- (i) such modifications may have a direct impact on the delivery of the Services which may require a review and modification of the terms of this Call-off Contract, including, notably, the scope of the Services and the commercial terms;
- (ii) they shall negotiate the necessary revisions to the terms of this Call-off Contract as necessary, including, notably, the term of implementation of requested modifications.
- (iii) the Parties shall use the change control procedures relevant to this Call-off Contract for the purpose of effecting the changes referred to in (i) and (ii) above.

3. Supplier role and obligations

The Parties expressly agree that Supplier is the Processor in the event Supplier Processes Personal Data on behalf of Buyer when performing the Services.

3.1 Compliance with the Instructions

Supplier shall Process Personal Data on behalf of Buyer exclusively and only in accordance with the Instructions.

Any modification to, amendment to or replacement of such Instructions by Buyer shall take place in accordance with the terms of section 2.2 of this DPA above.

If Supplier cannot comply with Buyer's Instructions in accordance with the above, for whatever reason, Supplier shall inform Buyer as soon as possible of its inability to comply, in which case, Buyer and Supplier shall agree an amendment to the Instructions to enable Supplier to comply (such agreement not to be unreasonably withheld or delayed).

If Supplier becomes aware of the fact that all or part of the Instructions it receives from Buyer may constitute an infringement of Applicable Data Protection Law or any relevant applicable law, it shall inform Buyer of such potential infringement and request revised Instructions, unless Applicable Data Protection Law or other applicable law prohibits the provision of such information. Buyer shall adapt its Instructions, with the reasonable assistance of Supplier, in order to comply with such legislation. Such modifications may have a direct impact on the delivery of the Services which may require a review and modification of the terms of this Call-off Contract, including, notably, the scope of the Services and the commercial terms; in which case the Parties shall negotiate in good faith the necessary revisions to the terms of this Call-off Contract as necessary, including, notably, the term of implementation of requested modifications.

Supplier shall in no event be liable or bear any responsibility for any breach of applicable law (including Applicable Data Protection Law) for compliance with Buyer's instructions.

In any event, Buyer hereby expressly acknowledges and accepts that Supplier shall not be bound by any instructions from the Buyer which breach applicable law (including Applicable Data Protection Law). As such, Supplier shall be entitled to suspend performance on such instruction until Buyer conforms or modifies such Instructions. In such a case, Supplier shall provide prior notice to Buyer of such intended suspension.

3.2 Assisting Buyer

3.2.1 Data Subjects' rights

While Buyer is responsible for determining the manner in which it responds to Data Subjects' requests to exercise their rights under Applicable Data Protection Law, Supplier shall, in accordance with Applicable Data Protection Law and taking into account the nature of the processing, assist Buyer by appropriate technical and organisational measures, insofar as possible, for the fulfilment of Buyer's obligation to respond to requests for exercising the Data Subjects' rights in complying with its obligations. The cost of Supplier's assistance shall be invoiced to, and payable by, Buyer at Supplier's then applicable rates

Where a Data Subject's request is addressed to, and received directly by, Supplier, Supplier shall reject the request and inform the Data Subject to submit their request directly to the Buyer.

Supplier shall not be liable in cases where Buyer fails to respond to the Data Subject's request in an accurate or timely manner.

3.2.2 Data Protection Impact Assessments

Upon Buyer's reasonable request, Supplier shall provide Buyer with information Supplier can reasonably access and that is relevant regarding Processing of Personal Data performed by Supplier, in order to enable Buyer to complete any reasonably necessary documents (such as a Data Protection Impact Assessment) or to enable Buyer to comply with its obligations to implement adequate technical and organisational measures designed at ensuring the security of Buyer personal data. In such cases, Supplier's assistance shall be invoiced to, and payable by Buyer, at Supplier's then applicable rates.

3.3 Records of Processing activities

Without prejudice to the Buyer's own obligation under paragraph 2.1(ix) above, Supplier shall maintain a record of Processing activities carried out on behalf of Buyer regarding the Services provided under this Call-off Contract. Such record shall contain, for the Buyer:

- (i) the categories of Personal Data processed and Processing activities carried out on behalf of Buyer
- (ii) where applicable, any international transfers of Personal Data;
- (iii) where possible, a general description of the technical and organisational security measures Supplier has implemented.

3.4 Other obligations

Supplier confirms that its personnel in charge of processing Personal Data in the context of this Call-off Contract shall be bound by an appropriate obligation of confidentiality regarding the processing of Personal Data.

Supplier shall ensure that its personnel in charge of processing Personal Data in the context of this Call-off Contract are required to participate to a mandatory training or e-learning regarding the processing and protection of Personal Data.

4. Subcontracting

Buyer hereby acknowledges and accepts that Supplier shall be entitled to share Buyer Personal Data or subcontract whole or part of the Processing for the purposes of the provision of the Services under this Call-off Contract to any of Supplier's Affiliates or to any Third Party (each a "**Sub-processor**").

Buyer hereby authorises Supplier to use the Sub-processors set out in the Data Processing Particulars for the purposes of performing the Services.

In the event that Supplier intends to use a new Sub-processor which is not identified in the Data Processing Particulars, it shall inform Buyer of such intent. If Buyer wishes to object to Supplier's use of such a new Third Party Sub-processor, Buyer shall notify Supplier in writing within ten (10) Working Days after receipt of Supplier's notice and shall provide reasonable written material or legal reasons for such objection. For the avoidance of doubt, it is expressly agreed that Supplier Affiliates shall not be governed by this provision and Buyer shall not be entitled to object to the use of Supplier's Affiliates at any time.

5. Transfers of Buyer Personal Data to Third Party Countries

Supplier shall be entitled to Process Personal Data and / or transfer Personal Data to a Sub-processor in a Third Country.

Supplier may only Process, or permit the Processing, of the Personal Data outside the UK under the following conditions:

- (i) Supplier is processing the Personal Data in a territory which is subject to an adequacy decision as provided for under Article 45 of UK GDPR; or
- (ii) Supplier has utilised an appropriate safeguard as required by Article 46 of UK GDPR.

6. Security and confidentiality measures

6.1 Application of technical and organisational security measures

Supplier shall apply appropriate technical and organisational security and confidentiality measures aimed at preventing accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to Personal Data.

Supplier shall be entitled to modify its technical and organisational measures at any time, but Supplier will not materially decrease the overall security of the Services during the duration of the Call-off Contract, without the prior written consent of the Buyer.

6.2 Modification of technical and organizational security measures further to modification of Buyer instructions

Buyer expressly acknowledges and accepts that, in the event that it modifies its Instructions in accordance with the provisions of paragraph 2.2 above, the technical and organisational security measures initially defined and implemented may no longer be adequate to the risks of the Processing and the defined purposes of the Processing.

In such a case, Buyer acknowledges and accepts that such technical and organisational security measures may need to be adapted and that such adaptations may have an impact on the delivery of the Services and the terms of the Agreement, including, notably, the commercial provisions.

6.3 Significant security threats and vulnerabilities

The Buyer shall inform Supplier in respect of any particular threats or vulnerabilities that it becomes aware of.

Buyer acknowledges and accepts that significant security threats and vulnerabilities may, from time to time occur and be identified by Supplier.

Where such threats and vulnerabilities result from or are connected to Buyer's technical or operational decisions (e.g. initial security measures decided, systems implemented, etc.), Supplier shall, without undue delay, notify Buyer of said threat or vulnerability when it becomes aware of such threat or vulnerabilities. Supplier shall, where possible, recommend a course of action or remediation to suppress, mitigate or limit the impact of the threat or vulnerability and the Parties shall agree any such changes under the change control procedures under the Call-off Contract.

Once notified, Buyer shall instruct Supplier of its decided course of action without undue delay.

In the absence of adequate Buyer instructions, Supplier shall not be required to take any action and shall in no event be held responsible or liable for any security event which may occur and result in a Breach as defined below. Notwithstanding the above, in the event that Buyer's failure to provide adequate instructions causes a threat to Supplier's or any of Supplier's Buyers systems or data, Supplier shall be entitled to take any action it deems necessary to protect its or its Buyers' systems or data. In such a case, Supplier shall notify Buyer of its actions and shall be entitled to invoice such Services at Supplier's then applicable rates.

7. Personal Data breaches

In the event of a Personal Data Breach arising during the performance of the Services by Supplier, Supplier shall, without undue delay, after having identified and determined the main circumstances and consequences of the Breach, notify Buyer about the Personal Data Breach, providing the following:

- (i) where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned,
- (ii) the name and contact details of the relevant contact point where more information can be obtained;
- (iii) where possible, describe the likely consequences of the Breach;
- (iv) a description of the measures taken or proposed to be taken by Supplier to address the Personal Data Breach, including, where appropriate, to mitigate its possible adverse effects.

Buyer, as Data Controller, expressly acknowledges that it is responsible for ensuring compliance with Applicable Data Protection Law requirements and that it shall bear sole responsibility of completing such obligations (including, notably any formalities such as notifications to the competent supervisory authority).

8. Audit

Buyer may, no more than once in any twelve (12) month period, and subject to a prior notice of at least three (3) weeks, carry out or have an independent third party auditor (which is established on the market for its auditing functions and bound by a strict obligation of confidentiality) carry out, an audit of Supplier's processing facilities in order to ensure the compliance with the obligations set forth in this DPA. Supplier shall be entitled to reject third party auditors which are competitors of Supplier. Such audit operations shall not exceed a period of twelve (12) hours per twelve (12) month period, shall not hinder or otherwise disrupt in any fashion Supplier's operations or business activities and shall only relate to that part of the relevant IT infrastructure which processes the Buyer Personal Data. Such control shall not relieve Supplier of its obligations under this Call-off Contract.

Buyer shall keep confidential all information it learns or receives pursuant to an audit. Buyer shall procure that any third party auditor it engages shall enter into a binding confidentiality agreement with Supplier, on terms which are reasonably acceptable to Supplier. Supplier's assistance in relation to such activity shall be invoiced at Supplier's then applicable rates.

9. Return or destruction of Personal Data

Upon expiry or termination of the Call-off Contract into which this DPA is incorporated for whatever reason, Supplier shall cease processing any Buyer Personal Data on behalf of Buyer and, at Buyer's option, shall either forthwith return to Buyer all of the Personal Data and any copies thereof which it is Processing, has Processed or have had Processed on behalf of Buyer, or destroy the Personal Data within 15 calendar days of being requested to do so by Buyer and provide written confirmation of such destruction, unless otherwise required by Law.

ANNEX 1

DATA PROCESSING PARTICULARS

1. The contact details of Supplier's Data Protection Officer are: []
2. The contact details of the Buyer's Data Protection Officer are: []

Description	Details
Subject matter of processing (scope)	Supplier shall process personal data in the context of performing its obligations pursuant to the applicable Call-off Contract.
Duration of the processing	From the commencement of performance of its obligations under the Call-off Contract, and shall continue until the end of the term of the Call-off Contract, (including any extension to it), and any retention period(s) defined herein.
Nature and purposes of the processing	Collection, logging, storage, adaptation, encryption, decryption, making available, remote access, use, disclosure by transmission, restriction, erasure and/or destruction as may be required for performing obligations under the Call-off Contract.
Categories of personal data	[Amend as necessary. For example: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
The categories of Data Subjects	[Amend as necessary. For example: staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Sub-processors	[to be amended as necessary depending on the offering and the call-off contract requirements] Worldline France SAS Worldline Austria GmbH Google (as provider of Google Cloud hosting services) Microsoft (as provider of Azure hosting services)