

## Oneserve Limited Terms And Conditions (“Terms”)

These Terms apply to all software and services provided by Oneserve Ltd (whose registered office is at 1 Tiger Moth Road, Skypark, Exeter, Devon, EX5 2FW) (“**Oneserve**”) to you, the customer (referred to as “**you**” and “**Customer**”), to the exclusion of all other terms, express or implied, including any put forward by you, unless a separate agreement has been signed and entered by both parties. Please read these Terms carefully, as they contain some important provisions about our relationship, including obligations on you that limit our liability to you.

An agreement shall come into existence upon both you and Oneserve signing the document titled “Licence and Professional Services Order Form” (the “**Order**”), upon the terms of these Terms, the Project Specification Document agreed between the parties (“**Specification Document**”) and the Order (together the “**Agreement**”). Please also note that any Oneserve proposal or quotation does not constitute an offer and are valid only for 30 days – after that time Oneserve reserves the right to amend them. Any materials or information submitted in relation to such proposal or quotation do not form part of the Agreement or have any contractual force and remain the exclusive property of Oneserve – you are not entitled to use any such item for any purpose, or provide it to any other person, unless you select Oneserve to provide the relevant services to you, in which case these Terms will apply.

The Agreement constitutes the entire agreement between you and Oneserve and you acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Oneserve which is not set out in the Agreement.

### 1. AGREEMENT

- 1.1 These Terms contain terms allowing you to access and use the application portal services in order to use the Software (as defined in Clause 1.2 below) and to receive services covering:
  - 1.1.1. project initiation, discovery, analysis, configuration, build, interfaces, training, testing and go live as detailed in the **Order**;
  - 1.1.2. customer maintenance and support services as detailed in clause 8.2 and the Service Level Agreement (“**SLA**”); and
  - 1.1.3. such other services not specified in the **Order** or SLA, such as additional requested training post go-live or change control requests in accordance with clause 11, as may be agreed in writing from time to time (“**Additional Services**”)
- 1.2 As used herein, the term “**Software**” means the applications accessible via the internet (the “**Online Software**”), mobile device or other equipment (the “**Client Software**”) in each case as detailed in the **Order**, together with their enhancements/derivatives and all supporting documentation, if any, as well as new releases of the Software from time to time, in which previously identified faults have been remedied or to which any modification, enhancement, revision, upgrade or update has been made, or to which a further function or functions have

been added (“**New Release**”). Software, as used herein, does not refer to source code, and no licence is granted in respect of source code of any kind.

## 2. Licence Of Software

- 2.1 In consideration of the obligations that you undertake in the Agreement and, in particular but without limitation, in consideration of the payment of the Licence Fees (as defined in clause 10.1 below), Oneserve grants you a non-exclusive, non-transferable licence to use the Online Software via the internet, and a non-exclusive, non-transferable licence to use the Client Software in object-code form (meaning an executable program in machine readable binary code) on your own mobile devices, in both cases for the licensed number(s) of users, clients and/or properties indicated in the Order and for your own internal business purposes (the “**Licence**”). The Licence shall commence upon the start of Acceptance Testing (as defined in clause 7.3) or 30 days from the date of Order, whichever is the sooner and continue for such further period that you continue to pay the Licence Fees.
- 2.2 You are prohibited from making any permanent copy of the Online Software in any form, and from reverse engineering, decoding, disassembling or decompiling any of the Software, making derivative works incorporating any of the elements of the Software, or modifying, adapting, translating or copying any of the Software in any way, save as is expressly permitted by these Terms or required to be permitted by law. All information required to achieve interoperability of the Software with other software programs in accordance with Section 50B of the Copyright Designs and Patents Act 1988, as amended, is available from Oneserve. You may make copies of the Client Software only to the extent necessary for your proper use of the Software in accordance with these Terms and to the extent necessary for back-up purposes.
- 2.3 You shall ensure that all titles, logos, trade marks, copyright and restricted rights notices shall be reproduced in any copies of Client Software made pursuant to this Clause 2.2.

## 3. Use Of Software

- 3.1 You are responsible for procuring all necessary, compatible equipment and telecommunications facilities and services for your use of the Software.
- 3.2 You may make the Software available for use by your consultants, contractors and third party service providers with whom you trade (“**Access Parties**” or “**Access Party**” in the singular), but only for the purposes of your own business use of the Software and provided that you give prior written notice to Oneserve of any such person whom you propose to allow to use the Software.
- 3.3 You agree not to provide or otherwise make available the Software in whole or in part in any form to any person other than your employees and the Access Parties without the prior written consent of Oneserve. You shall ensure that your employees and all Access Parties are aware of and comply with these Terms as if they are party to it, and Oneserve reserves

the right to require any Access Party to enter a direct agreement with Oneserve in relation to its use of the Software.

- 3.4 You will be responsible for your use and the use of the Software by Access Parties and you will not (and you will ensure that the Access Parties will not) use the Software in any manner that could damage, disable, overburden, or impair the Software or interfere with any other party's use of it.
- 3.5 You may not make the Software available to any other person for any purpose other than as specifically permitted by the Agreement, nor may you operate the Software on a bureau or similar basis for the benefit of any other person.
- 3.6 You agree to notify Oneserve immediately if you become aware of any unauthorised use of the whole or any part of the Software by any person.

#### **4. Security And Limitations On Use**

- 4.1 The Software may only be used in conjunction with the number of licenses purchased. Each license will be allocated a unique ID and/or username and password, which is allocated to an individual person.
- 4.2 You will only use the Software in relation to your property and business (whether owned, managed or serviced by you). You acknowledge and agree that you shall not exceed any number of users, clients and/or properties specified in the Order without Oneserve's prior written agreement. You will not attempt to access any part of the Software which you are not authorised to access.
- 4.3 You agree not to use the Software for any purpose for which you are not authorised, or for any illegal, immoral or offensive purpose, or for any purpose which infringes a third party's rights, and not to use the Software to communicate any material which is obscene, defamatory, offensive, abusive, illegal, in breach of a third party's rights or otherwise unacceptable to Oneserve, or for spamming. You further agree not to access the software using any mobile device or equipment that has been jail broken, rooted or otherwise modified to bypass the manufacturers security restrictions. You acknowledge that such modifications compromise device security and may expose the Software and Customer Data to unauthorized access, malware or other security vulnerabilities.
- 4.4 You acknowledge and agree that Oneserve shall have the right to attend (at Oneserve's cost) your premises at all reasonable times on reasonable notice in order to check that the Software is being used in accordance with these Terms and to check that the number of users, clients and/or properties specified in the Order has not been exceeded. If it is revealed that you have underpaid the Licence Fees, you shall pay to Oneserve an amount equal to such underpayment within ten (10) days of written notice from Oneserve to that effect.

- 4.5 Oneserve reserves the right to suspend your access or the access of Access Parties to and use of the Software to you if it discovers any activity in breach of clauses 2, 3 or 4, or to charge additional Fees in respect of any direct costs incurred by Oneserve in connection with such breach.
- 4.6 In addition and without prejudice to the foregoing:
- 4.6.1. Oneserve will not be liable for any use, misuse or abuse of the Software made by you or any Access Party; and
- 4.6.2 you agree to indemnify, defend and hold harmless Oneserve from and against all claims, actions, proceedings, and all damages, losses, fines, judgements, demands, fees, costs and expenses (including legal fees and disbursements on a full indemnity basis) arising from or in connection with any use of the Software by you or any Access Party contrary to the terms of the Agreement.

## 5. Customer Data And Data Protection

For the purposes of this clause, the following terms shall have the following meanings:

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** 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 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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 (including, without limitation, the privacy of electronic communications).

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 5.1 You will own all data, including (so far as is legally possible) Personal Data, input and processed on the Software relating to your activities (“**Customer Data**”) and you shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data (including Personal Data).
- 5.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 5.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Oneserve is the Processor of all Personal Data comprised within Customer Data (“**Customer Personal Data**”).
- 5.4 Without prejudice to the generality of clause 5.2, you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of any Personal Data to Oneserve for the duration and purposes of these Terms.
- 5.5 Without prejudice to the generality of clause 5.2, Oneserve shall, in relation to any Personal Data processed by it in connection with the performance of its obligations under these Terms:
- 5.5.1 process that Personal Data only for the purposes set out in and duration of these Terms, unless Oneserve is required by Domestic Law to otherwise process that Personal Data. Where Oneserve is relying on Domestic Law as the basis for processing Personal Data, Oneserve shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Oneserve from so notifying the Customer. Oneserve shall inform the Customer if, in the opinion of Oneserve, an instruction infringes the Data Protection Legislation;
  - 5.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 5.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 5.5.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Oneserve), and at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 5.5.5. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of these Terms unless required by Domestic Law to store the Personal Data;
- 5.5.6. maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, provided that:
  - (a) any such audit takes place during normal business hours and with no unreasonable disruption to Oneserve's business;
  - (b) the Customer (or its nominee) will have access only to information relating to the processing of Customer Personal Data and Oneserve's compliance with its associated obligations under this clause 5; and
  - (c) the Customer (or its nominee) will not have access to any information that is proprietary to Oneserve or confidential information that Oneserve holds on behalf of third parties.
- 5.6 Each party will notify the other party without undue delay on becoming aware of a Personal Data Breach relating to either party's obligations under these Terms.
- 5.7 The Customer hereby provides its prior, general authorisation for the Company to:
  - 5.7.1. appoint and replace sub-processors to process the Customer Personal Data, provided that Oneserve will:
    - (a) ensure that the terms on which it appoints such sub-processors comply with Data Protection Legislation and are consistent with the obligations imposed on Oneserve in this clause 5 (insofar as it applies to Customer Personal Data);
    - (b) remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of Oneserve; and
    - (c) inform the Customer of any intended changes concerning the addition or replacement of the sub-processors via notice on Oneserve's website, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Oneserve's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify Oneserve for any losses, damages, costs (including legal fees) and expenses suffered by Oneserve in accommodating the objection;
  - 5.7.2. transfer Customer Personal Data outside of the UK as required for the purposes of performing its obligations under these Terms, provided that Oneserve shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable

request of Oneserve, including any request to enter into standard data protection clauses adopted by the UK Information Commissioner's Office from time to time.

- 5.8 The Customer shall indemnify and keep indemnified Oneserve in respect of all loss, and damage, cost, expense (including legal fees), administrative sanction, fine, penalty, action or other liability that Oneserve incurs as a result of any breach by the Customer of this clause 5 or the Data Protection Legislation.
- 5.9 In the course of processing Customer Personal Data, Oneserve may derive anonymised, aggregated data based on Personal Data (where, for the avoidance of doubt, such derived data shall not include Personal Data). The Customer acknowledges that Oneserve owns all such anonymised, aggregated data and that Oneserve may use such data as it considers appropriate, at its discretion, including for:
- 5.9.1. statistical analysis;
  - 5.9.2. monitoring, development and enhancement of Oneserve's products and services;
  - 5.9.3. the publication of industry statistics and market trends; and
  - 5.9.4. reporting and benchmarking to third parties,

subject to Oneserve's continued compliance with the Data Protection Legislation (insofar as applicable) in respect of such usage.

- 5.10 Oneserve backs-up data once every twenty-four hours. In the event of any loss of Customer Data, your sole and exclusive remedy shall be for Oneserve to use reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such data and up to the point of the last committed transaction as maintained by Oneserve in accordance with its back-up procedures.
- 5.11 Interface file storage is retained on a 90 day rolling basis only. Data beyond this timescale will not be available.
- 5.12 Oneserve's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with breach of this clause 5 or the Data Protection Laws, shall be as set out at clause 15.4.

## **6. Implementation And Professional Services**

- 6.1 In consideration of the payment of the Professional Services Fees, as detailed in clause 10, Oneserve shall carry out the Professional Services as specified in the Order.
- 6.2 Oneserve shall supply to you, within a reasonable time before any delivery date, such information and assistance as may be necessary to enable you to prepare the site for installation of the Software.

- 6.3 The Professional Service days quoted in the Order may include not only the time spent on your affairs but also on the level of skill and responsibility and the importance and value that we provide.
- 6.4 You shall be responsible for ensuring that your systems and site are prepared and ready in accordance with information provided by Oneserve for installation purposes. You will provide timely turnaround, as agreed, to Oneserve's questions and requests to validate approaches and shall ensure your personnel and third-party contractors do so accordingly. You furthermore agree to carry out any responsibilities for implementation as detailed in the Specification Document.
- 6.5 Further costs may be incurred as a result of delayed information, decisions, postponements or changes. We will notify you in advance of any charges.
- 6.6 If any Software delivery is delayed at your request, or because of your acts or omissions, any implementation dates in the Specification Document shall be amended by agreement to take account of such delay. If Oneserve can demonstrate that the delay has resulted in an increase in cost to Oneserve of carrying out its obligations under the Agreement, Oneserve reserves the right, at its sole discretion, to increase the Licence Fees by an amount not exceeding any such demonstrable cost.

## 7. Acceptance Tests

- 7.1 Following the delivery of the Software (excluding New Releases), Oneserve shall provide you with such assistance with the implementation of the Software as may reasonably be required.
- 7.2 You shall be responsible for the delivery of the proposed user acceptance criteria to test data for acceptance testing of the Software (excluding New Releases) ("**Acceptance Tests**").
- 7.3 You shall carry out the agreed Acceptance Tests for the Software within any timescales agreed for testing following the analysis stage ("**Timescales**") and allow Oneserve to observe all or any part of the testing ("**Acceptance Testing**").
- 7.4 If the Software fails to pass the Acceptance Tests, you shall, within the Timescales, provide a written notice to Oneserve to this effect, giving details of such failure(s). Oneserve shall remedy the defects and/or deficiencies and the relevant test(s) shall be repeated within a reasonable time.
- 7.5 If the Software fails in some material respect to pass any repeated Acceptance Tests within any relevant Timescales, then you may, by written notice to Oneserve, choose at your sole discretion:

- 7.5.1. to fix (without prejudice to your other rights and remedies) a new date for carrying out further tests on the Software on the same terms and conditions. If the Software fails such further tests then you may request a repeat test under this clause 7.5.1;
  - 7.5.2. to permit installation of the Software subject to such change of acceptance criteria, amendment of the Specification Document and/or reduction in the Licence Fees as, after taking into account all the relevant circumstances, is reasonable; or
  - 7.5.3. if Oneserve is unable to correct material defects within the relevant Timescales from the commencement of Acceptance Testing, to reject the Software as not being in conformity with the Agreement, in which event you may terminate the Agreement, subject to paying all reasonable costs.
- 7.6 Acceptance of the Software shall be deemed to have occurred on whichever is the earliest of:
- 7.6.1. the written approval by you confirming the acceptance for the Software to pass the Acceptance Tests;
  - 7.6.2. the expiry of five days after the completion of all the Acceptance Tests, unless you have given any written notice under clause 7.5;
  - 7.6.3. the expiry of twenty days after the installation of the Software if the Acceptance Tests have not started, or have not been pursued with due diligence; or
  - 7.6.4. the use by you of Software in a live production environment.
- 7.7 Oneserve shall be given an extension of the timetable of any one or more of the implementation stages in Specification Document if one of more of the following events occurs:
- 7.7.1. a variation to the Software is made at your request under the change control procedures detailed in clause 11;
  - 7.7.2. a force majeure event occurs as described in clause 18;
  - 7.7.3. a delay is caused in whole or in part by your act or omission or that of your employees, agents or third-party contractors.
- 7.8 If Oneserve is entitled to an extension of time under clause 7.7, it shall give written notice to you not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under clause 18, shall estimate the probable extent of the delay. Each party's Project Manager shall use best endeavours to agree in writing, what extension of time is reasonable in the circumstances and the implementation dates shall be deemed amended accordingly.
- 7.9 Oneserve's assistance with Acceptance Testing shall form part of the Professional Services.

## 8. Support Services And Additional Services

- 8.1 The provision of Support Services is included as part of the Licence Fees and shall consist of operational assistance and technical support to be rendered via an email and telephone helpdesk operated through Oneserve's Call Centre during "**Working Hours**" (7.30am - 5.30pm Monday to Friday excluding public holidays). Support Services will be provided in accordance with the then current version of SLA as provided by Oneserve to you and for the duration of the Term (as defined in clause 13.4. below).
- 8.2 Additional Services are available as agreed in writing between the parties. Oneserve shall discuss any Additional Services proposed by you and such discussion may result in Oneserve providing a quotation for such work. Such Additional Services will be provided in accordance with these Terms.

## 9. Services And Customer Obligations

- 9.1 During the Term, you shall not, without Oneserve's prior written approval, allow any person other than a Oneserve representative to modify, repair or maintain any part of the Software.
- 9.2 You shall cooperate with Oneserve in any manner reasonably required by Oneserve in order to carry out the Services, including provision of information and data, making available suitably qualified employees and contractors and, subject to the Oneserve's compliance with your normal security requirements:
- 9.2.1. provide necessary access to your systems and personnel for the purpose of carrying out the Services;
  - 9.2.2. when Oneserve staff are working on your site, provide facilities and supplies reasonably required by Oneserve, such as power and computer consumables.
- 9.3 If applicable and where provided by Oneserve, you are responsible for the installation of IOT sensors and the suitability of the environment for which it is intended and installed.

## 10. Fees

- 10.1 In the Agreement, the "**Fees**" means the periodic fees payable for the Licence ("**Licence Fees**"), the fee for carrying out the Professional Services in accordance with clauses 6 and 7 ("**Professional Services Fee**"), each as specified in the Order, and such other fees as are payable for the Additional Services, chargeable at the rate notified to you at the time ("**Additional Services Fee**") and any other costs arising under this Agreement. The Professional Services Fee and the Additional Services Fee are charged on a time-and-materials basis.

## 10.2 Annual Price Adjustment

10.2.1 On each anniversary of the Commencement Date (or, where the Order specifies a different annual adjustment date, on each such date), all Fees (including Licence Fees and Oneserve's applicable daily rates for calculation of the Professional Services Fee and Additional Services Fee) shall automatically increase by the greater of:

- (a) the percentage increase in the Index (as defined below) over the twelve-month period ending on the most recently published Index figure available at the date of adjustment; or
- (b) Six percent (6%).

10.2.2 For the purposes of this clause 10.2:

- (a) "Index" means the Consumer Prices Index including owner occupiers' housing costs (CPIH) published by the Office for National Statistics, or if CPIH is not available, the Consumer Prices Index (CPI), or if neither is available, such replacement index as Oneserve reasonably determines most closely reflects changes in the cost of providing the Software and Services;
- (b) if the Index shows a decrease or no change, the Fees shall nonetheless increase by six percent (6%) (i.e., there shall be no reduction in Fees and the minimum annual increase shall be 6%);
- (c) the adjusted Fees shall apply from the adjustment date and Oneserve shall notify the Customer of the new Fees in writing no less than thirty (30) days before the adjustment date, such notification to be by way of invoice, email, or notice on Oneserve's customer portal;
- (d) "Commencement Date" means the date of the Order or such other date as is specified in the Order as the commencement date of the Agreement.

10.2.3 The price adjustment mechanism in this clause 10.2 is in addition to and without prejudice to Oneserve's rights under clause 10.3 to make additional price adjustments at any time to reflect increased third-party or other costs.

## 10.3 Third-Party and Other Cost Adjustments

10.3.1 In addition to and without prejudice to the annual adjustment under clause 10.2, Oneserve may increase the Fees at any time to reflect increases in costs charged to Oneserve by third-party suppliers, including but not limited to:

- (a) cloud infrastructure and hosting providers (including but not limited to Amazon Web Services, Microsoft Azure, and similar platforms);
- (b) telecommunications and SMS/messaging service providers;
- (c) mapping, geolocation, and routing service providers;

- (d) payment processing providers;
- (e) security, authentication, and certification providers;
- (f) software licensing and sub-licensing costs; and
- (g) any other third-party technology, platform, or service that is integral to the provision of the Software or Services.

10.3.2 Where Oneserve proposes to increase Fees under clause 10.3.1, it shall:

- (a) give the Customer not less than thirty (30) days' written notice of the proposed increase, specifying in general terms the nature of the third-party cost increase and the resulting adjustment to the Fees;
- (b) upon reasonable written request made within fourteen (14) days of such notice, provide the Customer with reasonable evidence of the third-party cost increase (provided that Oneserve shall not be required to disclose commercially sensitive pricing information or breach any confidentiality obligations owed to its suppliers); and
- (c) apply the increase proportionately, such that the increase in Fees reflects the increased cost to Oneserve attributable to the provision of the Software and Services to the Customer.

10.3.3 Oneserve may also increase the Fees at any time, on not less than thirty (30) days' written notice, to reflect:

- (a) any increase in costs (whether incurred directly or through its supply chain) arising from changes in applicable law, regulation, or the requirements of any governmental, regulatory, or quasi-governmental body (including but not limited to changes in taxation, employment law, data protection requirements, or environmental regulations);
- (b) any increase in costs arising from foreign currency fluctuations affecting Oneserve's supply chain where such fluctuation exceeds five percent (5%) against the relevant baseline currency over any three-month period; and
- (c) the introduction of new taxes, duties, or levies affecting the provision of the Software or Services (excluding corporation tax or other taxes on Oneserve's profits).

10.3.4 If any increase or combination of increases under this clause 10.3 (excluding the annual adjustment under clause 10.2) would result in an aggregate increase to the Customer's Fees of more than fifteen percent (15%) in any rolling twelve-month period, the Customer may, within thirty (30) days of receiving notice of the increase that causes the threshold to be exceeded, terminate this Agreement by giving not less than ninety (90) days' written notice to Oneserve, provided that:

- (a) the Customer shall pay all Fees due up to and including the effective date of termination at the increased rates;

(b) this termination right shall not apply where the cost increase results from a change in law or regulation; and

(c) this termination right shall expire if not exercised within the thirty (30) day period specified above.

10.4 Licence fees are payable in advance and will be invoiced in accordance with the schedule set out in the Order Form.

10.5 All invoices are payable in accordance with the timescales set out in the Order or quotation

10.6 In carrying out the Services, Oneserve may charge you for reasonable out-of-pocket expenses at cost, on the production of reasonable evidence of expenditure. Where there is any necessary travel, then such travel will be charged on a time-and-materials basis.

10.7 You agree to pay the Fees specified in the Agreement. If you fail to pay any such Fees when due, then without prejudice to any other rights Oneserve may have, it may:

10.7.1. terminate the Agreement by giving you not less than fourteen (14) days prior written notice to that effect; and/or

10.7.2. suspend your use of the Software pending payment of all sums due; and/or

10.7.3. charge interest at the annual rate of 8% over the Bank of England's base rate (or, at Oneserve's election, the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is higher on the full amount due from the due date until receipt of full payment, before and after judgement. Such interest shall accrue on a daily basis and shall be payable by you immediately on demand.

10.7.4. During any period of suspension under clause 10.7.2, the Customer's obligation to pay all Fees (including Licence Fees for the period of suspension) shall continue to accrue, and suspension shall not relieve the Customer of any payment obligations. Oneserve shall reinstate access to the Software within two (2) Business Days of receipt of all outstanding Fees (including accrued interest) and any applicable late payment charges.

10.7.5. For the purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday, or public holiday in England.

10.8 If you dispute any invoice or other request for payment, you shall immediately notify Oneserve in writing clearly identifying the dispute. The parties shall negotiate in good faith to attempt to resolve the dispute promptly and provide all such evidence as may be reasonably necessary to verify the dispute. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in the payment terms.

- 10.9 All amounts stated in the Agreement shall be payable in pounds sterling and are stated exclusive of value added tax and all similar taxes and duties payable in respect of such amounts. All such amounts shall be subject to the addition of VAT, which you agree to pay.
- 10.10 The Customer shall reimburse Oneserve for all reasonable costs and expenses incurred in recovering any overdue amounts, including:
- (a) debt collection agency fees;
  - (b) legal fees and disbursements (on an indemnity basis);
  - (c) court fees and enforcement costs; and
  - (d) the fixed sum compensation payable under the Late Payment of Commercial Debts (Interest) Act 1998.

## **11. Change Control**

- 11.1 You may request a change to the Software or Specification Document or an Additional Service by raising a ticket. You shall ensure any person who requests such change has the authority to do so on your behalf. Any such changes will then be dealt with in accordance with the Oneserve standard Change Control Process and subject to these Terms.
- 11.2 For the avoidance of doubt, chargeable items are enhancements to, or new requests for but not limited to search views, reports, surveys, forms, documents, product functionality or major changes to configuration like new processes. Minor configuration changes and data loads will not usually be chargeable unless the estimated time to complete the work is greater than 15 minutes. All chargeable works will be quoted and both your approval and a purchase order are required in advance of any work being undertaken.

## **12. Assignment**

- 12.1 You may not transfer or sub-licence any of your rights or obligations under the Agreement to any other person unless Oneserve gives its prior written consent, which it will not unreasonably withhold.
- 12.2 Oneserve may assign all its rights and obligations under this Agreement to any person which is its group undertaking (as defined at s.1161(5) Companies Act 2006) or as part of solvent reorganisation or sale of business and will give you notice of the assignment. Oneserve will not otherwise transfer the Agreement to another person without your consent, which you may not unreasonably withhold.

12.3 Oneserve may, without Customer consent, subcontract its rights and obligations in relation to delivery of Support Services and Professional Services to a nominated reseller or integration partner.

### 13. Duration And Termination

13.1 Unless terminated earlier under this clause 13, this Agreement shall continue in force for the initial period specified in the Order (the “**Initial Period**”).

13.2 On the expiry of the Initial Period and on each anniversary thereof, this Agreement shall automatically renew for a further period of one year unless terminated by either party giving written notice to the other of termination not less than three months before such expiry of the Initial Period or anniversary thereof. On the expiry of the initial period, the rates agreed in the initial Order will expire and will revert to the standard Oneserve rates.

13.3 If the parties are unable to agree to the Specification, either party shall be entitled to terminate this Agreement and the Order with immediate effect. Upon giving notice;

13.3.1. the Customer shall pay all costs associated with producing the Specification;

13.3.2. neither party shall have any further liability to the other in respect to the termination of this Agreement.

13.4 In this Agreement, any reference to "**Term**" means the duration of the Agreement as determined in accordance with clauses 13.1 and 13.2.

13.5 Either party may terminate the Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party if:

13.5.1. the other commits a material breach of this or any other associated agreement and, in the case of a material breach capable of remedy and directly concerning the Software or Services (other than non-payment), after providing thirty (30) days written notice to the other specifying the material breach and requiring its remedy and allowing an additional sixty (60) days to cure the breach; or

13.5.2. the other becomes insolvent, unable to pay its debts as they fall due or the subject of a members’ or creditors’ arrangement or if bankruptcy, liquidation, winding up, administration, receivership or similar proceedings are commenced or issued by or against it, or if it is a partnership or trust, any of the above events occur in relation to all or any of its current partners or trustees or the partnership or trust as a whole.

13.6 Upon termination for any reason, you shall immediately cease using the Software, destroy or return to Oneserve all Client Software and supporting documentation and certify to Oneserve that you have done so. Oneserve reserves the right to remove any Client Software from your systems either remotely or by entering your premises to do so. Oneserve will

provide reasonable assistance in returning your data to you by providing a Data Cut and copy of file system either by SFTP or encrypted on a removable data device provided by the Customer, subject to payment of Oneserve's then-current data extraction fee as notified to the Customer. Upon receiving notice, Oneserve will liaise with the Customer to arrange the transfer of their data. Once a date, mechanism, and payment for providing the data has been established, the data will be returned and the system switched off. Data will be archived and can be requested or restored at a later date for a charge. This may take up to two weeks to restore. This facility would only be available for up to twelve months following the date of termination.

- 13.7 The parties shall have no further obligations or rights under the Agreement after the date of termination, without prejudice to any obligations or rights which have accrued to either party at the time of such termination save that clauses 4.6, 5.8, 13.6, 13.7, 14.2, 15, 16 and 17 and this clause 13.8 together with those other clauses the survival of which is necessary for the interpretation or enforcement of the Agreement, shall continue to have effect after the end of termination.

## **14. Warranties And Indemnity**

- 14.1 Oneserve warrants that it has title or authority to grant the licences in accordance with the Agreement and permit your use of the Software.
- 14.2 Subject to clause 15, Oneserve shall indemnify you from and against all claims, actions, proceedings, and all damages, losses, fines, judgements, demands, fees, costs and expenses (including legal fees and disbursements on a full indemnity basis) arising as a result of any action or claim of infringement of copyright, database, and software rights, trade and service marks or names, design rights, patents, rights to apply for any of them, and any other intellectual property rights of a third party arising from your use of the Software during the Licence Period in accordance with these Terms but excluding any materials that you provide or any data processed using the Software, provided that:
- 14.2.1. Oneserve is given prompt notice of such claim;
  - 14.2.2. you provide information and reasonable co-operation to Oneserve in the defence and settlement of such claim;
  - 14.2.3. Oneserve is given sole authority to defend or settle the claim; and
  - 14.2.4. to the extent permitted to do so by law, you shall not make any admissions which may be prejudicial to the defence or settlement of any such claim.
- 14.3 Oneserve shall not in any circumstances have any liability pursuant to clause 14.2:
- 14.3.1. caused or contributed to by your use of the Software in combination with software not supplied or approved in writing by Oneserve;

- 14.3.2. based on use of any version of the Software other than the latest version supplied by Oneserve, if such claim could have been avoided by the use of such supplied version;
  - 14.3.3. where the claim for infringement arises in respect of a feature of the Software which was specified by you in the Specification Document; or
  - 14.3.4. for the failure or incompatibility of equipment, property damage or incorrect data readings as a result of failed, damaged or incorrectly installed IoT sensors.
- 14.4 If use of the Software or receipt of the Support Services becomes, or in the opinion of qualified legal counsel is likely to become, the subject of any such claim, Oneserve may:
- 14.4.1. replace all or part of the Software with functionally equivalent software without any charge to you;
  - 14.4.2. modify the Software as necessary to avoid such claim, provided that Software (as amended) functions in substantially the same way as before modification;
  - 14.4.3. procure for you a licence from the relevant claimant to continue using the Software.
- 14.5 If:
- 14.5.1. use of the Software is determined in a court of law to be infringing;
  - 14.5.2. Oneserve is advised by a barrister of at least ten years' call that use or possession by you of the Software in accordance with these Terms is likely to constitute infringement of a third party's rights; or
  - 14.5.3. an injunction or similar order is granted in connection with a claim of the types referred to in clause 14.2 which prevents or restricts the use or possession by you of the Software in accordance with these Terms; and Oneserve is unable, after best efforts, to procure for you the right to continue using the Software or to provide you with functionally equivalent non-infringing software, the Agreement (including the Licence) will be terminated.
- 14.6 Nothing in this clause shall restrict or limit your general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 14.7 Oneserve further warrants that the Services will be provided with reasonable skill and care and that the Software and any equipment (at the time of delivery) provided by Oneserve will, in all material respects, match any description given to it by Oneserve. Your sole remedy for breach of this warranty will be the re-performance by us of any defective Services and the repair or replacement of defective Software or equipment free of additional charge.

- 14.8 Oneserve will use reasonable endeavours to keep the Software in working order. If the Software is not working during Working Hours, Oneserve will use reasonable endeavours to reinstate it through the provision of support. Due to the nature of the internet, Oneserve cannot be responsible for any failure of telecommunications or other third party systems needed for use of the Software nor shall it be responsible for any other loss or damage resulting from the transfer of data over telecommunications networks and facilities, including the internet. Oneserve does not warrant that the Software will operate error-free or uninterrupted.
- 14.9 Oneserve will use reasonable endeavours to ensure that any anticipated go live date is met, but will not be liable for any delays, and time is not of the essence for these purposes.

## 15. Liability

- 15.1 No warranties, conditions or other terms, whether expressed or implied, including without limitation those relating to quality or fitness for a particular purpose, are made by Oneserve and all such terms are excluded, save as expressly set out in these Terms. The Software is made available on an “as is” basis. Subject to clause 15.3, in no event will Oneserve be liable to you or any other party whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise:
- 15.1.1. for any indirect or consequential loss; or
  - 15.1.2. any loss (whether direct or indirect) of profits, time, business, money, anticipated savings, contract, goodwill or data, or any failure to process data adequately or at all; and/or
  - 15.1.3. for any other loss relating to this Agreement, in a total aggregate amount exceeding a sum equal to the Fees received by Oneserve from you in relation thereto in the twelve months preceding the date on which such liability arose.
- 15.2 You must use the Software in accordance with all instructions relating to its use that Oneserve provides and you shall assume sole responsibility for results obtained from your use of the Software and any conclusions drawn from such use. Oneserve will not be liable, in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any failure, defect, damage, loss or liability to the extent caused by:
- 15.2.1. your failure to use the Software in accordance with those instructions;
  - 15.2.2. your use of the Software beyond the scope authorised by these Terms;
  - 15.2.3. your use of the Software in conjunction with equipment or software not supplied or authorised by Oneserve; and/or

- 15.2.4. any incorrect or inaccurate data stored or processed on the Software;
  - 15.2.5. any attachments, documents or files uploaded that contain malicious content;
  - 15.2.6. any incorrect, incompatible or old versions of operating systems or software used to run the Software; and Oneserve may charge at its normal rates for any support required as a result of any such failure or use.
- 15.3 The foregoing limitations upon liability shall not apply to any liability for:
- 15.3.1. death or personal injury caused by the negligence of Oneserve;
  - 15.3.2. fraud or fraudulent misrepresentation;
  - 15.3.3. a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - 15.3.4. liability under clause 14.2; or
  - 15.3.5. any matter for which it would be unlawful for the parties to exclude liability.
- 15.4 Oneserve's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to 100% of the total Fees paid or payable by the Customer to Oneserve in the 12 months period immediately preceding the date of the incident giving rise to the liability.
- 15.5 The parties agree that, given the nature of the Agreement, the above limitations are fair and reasonable.

## **16. Intellectual Property**

- 16.1 You acknowledge and agree that you hereby acquire only the right to use the Software and, subject to your rights to Customer Data in accordance with clause 5.1, Oneserve or its licensors (as the case may be) own all copyright, database, and software rights, trade and service marks or names, design rights, patents, rights to apply for any of them, and any other intellectual property rights, in all jurisdictions, relating to the Software and all developments to it. Oneserve reserves the right to grant licences to use the Software to third parties.
- 16.2 You will not do anything to alter or remove any of Oneserve's trademarks, copyright notices or other markings from any aspect of the Software or materials supplied to you.

## **17. Confidentiality And Publicity**

- 17.1 Neither party shall disclose to another person or use for any purpose other than the performance of the Agreement any information obtained from the other which is of a

confidential nature or marked as confidential. In particular, but without limitation, you will not disclose to any other person, or use for any other purpose, any of the knowhow, structures, code or other information relating to the Software.

17.2 The restriction at clause 17.1 shall not apply to information that:

17.2.1. is already in the public domain other than through the act or omission of a party to the Agreement;

17.2.2. was in the other party's lawful possession prior to the disclosure;

17.2.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

17.2.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement, to the extent it is permitted to do so by law.

17.3 Subject to compliance with this clause 17, Oneserve may disclose the existence, but not the content, of the Agreement to its clients and prospective clients and in its publicity and marketing materials and reference sites as an indication of its experience.

## 18. Force Majeure

18.1 If circumstances beyond the reasonable control of the parties (including, but not limited to Acts of God, severe weather, strikes, telecommunications or other service failures or natural disasters) temporarily make it impossible for either or both of them to perform their obligations under the Agreement, then the obligations of the parties will be temporarily suspended during the force majeure period to such extent as is reasonable in the circumstances and they will not be liable to the other party to that extent. You will not be liable to pay fees in respect of any period of suspension under this clause.

## 19. General

19.1 Any notice to be given under the Agreement shall be delivered or sent to the relevant party's registered office, or such other address as is notified for this purpose, by hand or by registered post or by fax to the number stated in the Order, in each case for the attention of the party's Company Secretary or Financial Director. Notices will be deemed received on the working day following delivery by hand, two working days after posting and upon evidenced successful completion of transmission by fax. For the avoidance of doubt, notice given under the Agreement shall not be validly served if sent by email.

19.2 In these Terms (except where the context otherwise requires) a reference to "**writing**" does not include email.

- 19.3 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 19.4 Subject to any changes notified in accordance with clause 11, no amendment or variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 19.5 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.6 If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.
- 19.7 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.8 A person who is not a party to the Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 19.9 The Agreement shall be governed and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English Courts in connection with the determination of all disputes arising under the Agreement.

## 20. APPENDIX – SERVICE LEVEL AGREEMENT

Details of our SLA, Service notices and upgrades are available at

[PL029 Service Level Agreement Version T 20.02.2025](#)

## **G-CLOUD 15 FRAMEWORK ADDENDUM**

### **TO THE ONESERVE LIMITED TERMS AND CONDITIONS**

This Addendum applies where the Customer is a Contracting Authority (as defined in the Public Contracts Regulations 2015) procuring Services via the G-Cloud 15 Framework. Where there is any conflict between the Terms and this Addendum, this Addendum shall prevail.

#### **1. LIABILITY (AMENDMENTS TO CLAUSES 15.1 AND 15.4)**

**1.1** The following additional carve-outs are added to clause 15.3 (matters not subject to liability limitations):

(f) any breach by Oneserve of its obligations under clause 5 (Customer Data and Data Protection) or the Data Protection Legislation;

(g) any breach by Oneserve of its obligations under clause 17 (Confidentiality and Publicity);

(h) any claims arising from Oneserve's wilful misconduct or gross negligence.

**1.2** For the purposes of G-Cloud call-offs, clause 15.4 is amended to read:

"Oneserve's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the greater of:

(a) 150% of the total Fees paid or payable by the Customer to Oneserve in the 12-month period immediately preceding the date of the incident giving rise to the liability; or

(b) £1,000,000 (one million pounds sterling),

save that this cap shall not apply to the matters set out in clause 15.3."

#### **1.3 Relationship Between Addenda**

(a) Where both Licence and Professional Services are provided under a single G-Cloud call-off: - The Licence Addendum governs Licence and Support Services; - This [PS] Addendum governs Professional Services; - Common provisions (liability, FOIA, compliance) apply to both;

(b) In the event of conflict between the addenda on common provisions: - Service-specific provisions take precedence for that service; - Where provisions could apply to both services, the more customer-favourable provision applies;

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(c) For standalone Professional Services engagements (no Licence): - This PS Addendum applies in full; - Liability provisions in Section 6 incorporate the enhanced caps and carve-outs as if set out in this Addendum

## **2. CUSTOMER INDEMNITIES (AMENDMENTS TO CLAUSES 4.6.2 AND 5.8)**

**2.1** Clause 4.6.2 shall not apply to the Customer where the Customer is a Contracting Authority.

**2.2** Clause 5.8 is deleted and replaced with:

"Each party shall be liable for its own breaches of this clause 5 and the Data Protection Legislation and neither party shall be required to indemnify the other in respect of such breaches."

## **3. PRICE VARIATIONS (AMENDMENTS TO CLAUSES 10.2 AND 10.3)**

**3.1** For the duration of any G-Cloud call-off, clauses 10.2 (Price Increases) and 10.3 (Third-Party and Other Cost Adjustments) shall not apply and shall be replaced in full by this Section 3.

**3.2** The Charges shall remain fixed for the first twelve (12) months of the Initial Term.

**3.3** Thereafter, the Supplier may increase the Charges no more than once per Contract Year by providing not less than sixty (60) days' prior written notice. Any such increase shall not exceed the percentage increase in the Consumer Prices Index including owner occupiers' housing costs (CPIH) published by the Office for National Statistics for the preceding twelve-month period.

**3.4** Notwithstanding clauses 3.1 to 3.3, the Supplier may vary the Charges where such variation directly results from:

- (a) a change in Applicable Law or regulatory requirements;
- (b) a change to the scope of Services requested by the Customer; or
- (c) the provision of additional services or licences expressly agreed in writing by the parties.

**3.5** Payment During Suspension

Where Oneserve suspends access to the Software or Services under clause 10.7.2 due to non-payment:

(a) Licence Fee Abatement: Licence Fees shall be abated on a pro-rata daily basis for the period during which the Customer is unable to access and use the Software;

(b) Other Charges: The Customer shall remain liable for:

- any undisputed amounts properly invoiced prior to suspension;

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- Professional Services Charges for services actually delivered prior to suspension;
- any Additional Services expressly agreed in writing during the suspension period;

(c) Restoration: Oneserve shall reinstate access within two (2) Business Days of receipt of all undisputed outstanding amounts;

(d) Interest: Interest on late payments shall continue to accrue in accordance with clause 10.7.3, but calculated only on the amounts properly due (excluding any abated Licence Fees).

### 3.6 Late payment Interest

For G-Cloud contracts, clause 10.7.3 is amended as follows: Interest on late payment of undisputed invoices shall be charged at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, together with the fixed sum compensation available under that Act. Oneserve shall not charge interest at any higher rate than that provided by statute.

## 4. FREEDOM OF INFORMATION

4.1 The following is added as clause 17.4:

"The Customer is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). Oneserve shall:

- (a) provide all reasonable assistance and cooperation to enable the Customer to comply with its obligations under FOIA and EIR;
- (b) transfer to the Customer any request for information received by Oneserve that relates to Services provided under this Agreement, within two (2) Business Days of receipt;
- (c) not respond to any such request directly unless authorised to do so by the Customer; and
- (d) acknowledge that any lists or schedules provided by Oneserve identifying information as commercially sensitive or confidential are of indicative value only, and that the Customer shall be responsible for determining, in its absolute discretion, whether information is exempt from disclosure under FOIA or EIR."

## 5. ASSIGNMENT TO SUCCESSOR BODIES

5.1 Clause 12.1 is amended by adding:

"Notwithstanding the foregoing, the Customer may assign or novate this Agreement without Oneserve's consent to any successor body resulting from a reorganisation, merger, or transfer of functions affecting the Customer, provided that the Customer gives Oneserve written notice of such assignment or novation within thirty (30) days of it taking effect."

## **6. GOVERNING LAW**

**6.1** Clause 19.9 is amended to read:

"This Agreement shall be governed by and construed in accordance with the law of the part of the United Kingdom in which the Customer is located (or, if the Customer operates across multiple jurisdictions, the law of England and Wales). The parties submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that Oneserve may enforce any judgment in any court of competent jurisdiction."

## **7. TERMINATION FOR CONVENIENCE**

**7.1** The following is added as clause 13.9 of the Terms:

"13.9 The Customer may terminate this Agreement for convenience at any time by giving Oneserve not less than ninety (90) days' written notice. Upon such termination:

(a) the Customer shall pay all Fees due in respect of Services provided up to and including the date of termination;

(b) Oneserve shall provide reasonable assistance with the transition of Services to an alternative supplier or to the Customer, such assistance to be charged at Oneserve's then-current daily rates for Additional Services; and

(c) clause 13.7 (continued payment for remainder of term) shall not apply."

## **8. INSURANCE**

**8.1** Oneserve confirms that it maintains, and shall continue to maintain for the duration of any G-Cloud call-off, the following insurance coverage:

(a) Professional indemnity insurance with a minimum limit of £5,000,000 per claim;

(b) Public liability insurance with a minimum limit of £10,000,000 per claim;

(c) Employer's liability insurance with a minimum limit of £10,000,000 per claim; and

(d) Cyber liability insurance with a minimum limit of £1,000,000 per claim.

**8.2** Upon reasonable request, Oneserve shall provide the Customer with evidence of such insurance coverage.

## **9. TRANSPARENCY AND BENCHMARKING**

**9.1** Oneserve acknowledges that the Customer may be required to publish contract information in accordance with government transparency requirements and the Local Government Transparency Code. The Customer may publish:

(a) the existence and value of this Agreement;

(b) a description of the Services; and

(c) such other information as the Customer is required to publish by law or government policy,

and Oneserve shall not assert that such publication constitutes a breach of confidence.

## **10. COMPLIANCE WITH LAW AND GOVERNMENT POLICY**

**10.1** In performing its obligations under this Agreement, Oneserve shall comply with:

(a) all applicable law;

(b) the requirements of the Equality Act 2010 and any equivalent legislation;

(c) the Modern Slavery Act 2015 and shall provide a copy of its modern slavery statement upon request; and

(d) relevant government policies and guidance notified to Oneserve by the Customer, to the extent reasonably applicable to the Services.

## **11. GENERAL**

**11.1** Save as modified by this Addendum, the Terms remain in full force and effect.

**11.2** This Addendum shall apply for the duration of the G-Cloud 15 Framework and any call-off contracts entered into during that period (including any extensions to such call-offs).

11.3 In the event of any conflict between the Terms, the Order, the Specification Document, this Addendum, and the G-Cloud 15 Framework Agreement and Call-Off Contract, the following order of precedence shall apply (with documents higher in the list taking priority):

(a) the G-Cloud 15 Framework Agreement and Call-Off Contract;

(b) this Addendum;

(c) the Order;

(d) the Terms; and

(e) the Specification Document.

## **Oneserve Limited Professional Service Terms And Conditions (“PS Terms”)**

These PS Terms apply explicitly to all services provided by Oneserve Ltd (whose registered office is at 1 Tiger Moth Road, Skypark, Exeter, Devon, EX5 2FW) (“Oneserve”) to you, the customer (referred to as “you” and “Customer”), these PS Terms are in addition to our standard Oneserve Limited Terms And Conditions (“Terms”). Please read these PS Terms carefully, as they contain some important provisions about our relationship, including obligations on you that limit our liability to you.

An agreement shall come into existence upon both you and Oneserve signing the document titled “Licence and/or Professional Services Order Form” (the “Order”), upon the terms of these PS Terms, the Project Specification Document agreed between the parties (“Specification Document”) and the Order (together the “Agreement”). Please also note that any Oneserve proposal or quotation does not constitute an offer and is valid only for 30 days – after that time Oneserve reserves the right to amend them. Any materials or information submitted in relation to such proposal or quotation do not form part of the Agreement or have any contractual force and remain the exclusive property of Oneserve – you are not entitled to use any such item for any purpose, or provide it to any other person, unless you select Oneserve to provide the relevant services to you, in which case these Terms will apply.

The Agreement constitutes the entire agreement between you and Oneserve and you acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Oneserve which is not set out in the Agreement.

## **1. Professional Services**

- 1.1 In consideration of the payment of the Professional Services Fees, as detailed in clause 3, Oneserve shall carry out the Professional Services as specified in the Order.
- 1.2 Oneserve shall supply to you, within a reasonable time before any delivery date, such information and assistance as may be necessary to enable you to prepare your systems and site for delivery of the Specified Project work.
- 1.3 The Professional Service days quoted in the Order may include not only the time spent on your affairs but also on the level of skill and responsibility and the importance and value that we provide.
- 1.4 You shall be responsible for ensuring that your systems and site are prepared and ready in accordance with information provided by Oneserve for installation purposes. You will provide timely turnaround, as agreed, to Oneserve's questions and requests to validate approaches and shall ensure your personnel and third-party contractors do so accordingly. You furthermore agree to carry out any responsibilities for implementation as detailed in the Specification Document.
- 1.5 Further costs may be incurred as a result of delayed information, decisions, postponements or changes. We will notify you in advance of any charges.
- 1.6 If any Project delivery is delayed at your request, or because of your acts or omissions, any implementation dates in the Specification Document shall be amended by agreement to take account of such delay. If Oneserve can demonstrate that the delay has resulted in an increase in cost to Oneserve of carrying out its obligations under the Agreement, Oneserve reserves the right, at its sole discretion, to increase the Professional Service Fees by an amount not exceeding any such demonstrable cost.
- 1.7 Repeated or extended delays may result in Oneserve closing down the project. Due notice will be given. Oneserve reserves the right to charge a one off £500 recommencement fee to restart the project.

## **2. Acceptance Tests**

- 2.1 Following the delivery of the Specified Project, Oneserve shall provide you with such assistance as may reasonably be required.

- 2.2 You shall be responsible for the delivery of the proposed user acceptance criteria to test data for acceptance testing of the Specified Project (“**Acceptance Tests**”).
- 2.3 You shall carry out the agreed Acceptance Tests for the Specified Project within any timescales agreed for testing following the analysis stage (“**Timescales**”) and allow Oneserve to observe all or any part of the testing (“**Acceptance Testing**”).
- 2.4 If the Specified Project fails to pass the Acceptance Tests, you shall, within the Timescales, provide a written notice to Oneserve to this effect, giving details of such failure(s). Oneserve shall remedy the defects and/or deficiencies and the relevant test(s) shall be repeated within a reasonable time.
- 2.5 If the Specified Project fails in some material respect to pass any repeated Acceptance Tests within any relevant Timescales, then you may, by written notice to Oneserve, choose at your sole discretion:
- (a) to fix (without prejudice to your other rights and remedies) a new date for carrying out further tests on the Specified Project on the same terms and conditions. If the Software fails such further tests then you may request a repeat test under this clause 2.5(a);
  - (b) to permit installation of the Specified Project subject to such change of acceptance criteria, amendment of the Specification Document, after taking into account all the relevant circumstances, is reasonable; or
  - (c) if Oneserve is unable to correct material defects within the relevant Timescales from the commencement of Acceptance Testing, to reject the Specified Project as not being in conformity with the Agreement, in which event you may terminate the Agreement, subject to paying all reasonable costs.
- 2.6 Acceptance of the Specified Project shall be deemed to have occurred on whichever is the earliest of:
- (a) the written approval by you confirming the acceptance for the Specified Project to pass the Acceptance Tests;
  - (b) the expiry of five days after the completion of all the Acceptance Tests, unless you have given any written notice under clause 2.5;
  - (c) the expiry of twenty days after the delivery of the Specified Project if the Acceptance Tests have not started, or have not been pursued with due diligence; or
  - (d) the use by you of Specified Project in a live production environment.

2.7 Oneserve shall be given an extension of the timetable of any one or more of the implementation stages in Specification Document if one of more of the following events occurs:

- (a) a variation to the Specified Project is made at your request under the change control procedures detailed in clause 4;
- (b) a force majeure event occurs as described in clause 5;
- (c) a delay is caused in whole or in part by your act or omission or that of your employees, agents or third-party contractors.

2.8 If Oneserve is entitled to an extension of time under clause 2.7, it shall give written notice to you not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under clause 5, shall estimate the probable extent of the delay. Each party's Project Manager shall use best endeavours to agree in writing, what extension of time is reasonable in the circumstances and the implementation dates shall be deemed amended accordingly.

2.9 Oneserve's assistance with Acceptance Testing shall form part of the Professional Services.

### 3. Fees

3.1 In the Agreement, the "**Fees**" means the fee for carrying out the Professional Services in accordance with clauses 1 and 2 ("**Professional Services Fee**"), each as specified in the Order, and such other fees as are payable for the Additional Services, chargeable at the rate notified to you at the time ("**Additional Services Fee**") and any other costs arising under this Agreement. The Professional Services Fee and the Additional Services Fee are charged on a time-and-materials basis.

3.2 Not more than once per year, Oneserve may increase the Professional Service Fees to reflect:

- (a) the percentage change in the Retail Prices Index since the Professional Service Fees were last set; and
- (b) any increase in any third party costs that impact upon the Software or the Services,

or such other amount as may be agreed in writing by the parties.

For the purposes of this clause 3.2, "Retail Price Index" means the Retail Price Index (all items) or such index as shall replace it published monthly by the Office for National Statistics (or by any replacement or successor body). Oneserve retains the right to increase the Oneserve's applicable daily rates for calculation of the Professional Services Fee and Additional Services Fee.

- 3.3 In addition and without prejudice to clause 3.2, Oneserve reserves the right, at its sole discretion, to increase the Fees or any of them at any time to reflect:
- (a) any increase in the cost to Oneserve (whether such costs are incurred directly or indirectly through its supply chain) which is due to legislative changes or any quasi-government organisation or public body sanctioning or mandating an increase in the cost of relevant products or services;
  - (b) any increase in the cost to Oneserve (whether such costs are incurred directly or indirectly through its supply chain) which is due to foreign currency fluctuations;
  - (c) any increase in known costs or any new or additional costs within Oneserve's supply chain, such costs having been passed on to Oneserve by its own suppliers or service providers (including hosting and support service providers) or any one of them.
- 3.4 Professional Service fees are payable in advance and will be invoiced in accordance with the schedule set out in the Order Form.
- 3.5 All invoices are payable in accordance with the timescales set out in the Order or quotation
- 3.6 In carrying out the Services, Oneserve may charge you for reasonable out-of-pocket expenses at cost, on the production of reasonable evidence of expenditure. Where there is any necessary travel, then such travel will be charged on a time-and-materials basis.
- 3.7 You agree to pay the Fees specified in the Agreement. If you fail to pay any such Fees when due, then without prejudice to any other rights Oneserve may have, it may:
- (a) terminate the Agreement by giving you not less than fourteen (14) days prior written notice to that effect; and/or
  - (b) charge interest at the annual rate of 8% over the Bank of England's base rate on the full amount due from the due date until receipt of full payment, before and after judgement. Such interest shall accrue on a daily basis and shall be payable by you immediately on demand.
  - (c) pause the Specified Project and reallocate resources to other work. Once payment is received the Specified project work will be rescheduled when resource is next available, and revised delivery timescales will be provided.
- 3.8 If you dispute any invoice or other request for payment, you shall immediately notify Oneserve in writing clearly identifying the dispute. The parties shall negotiate in good faith to attempt to resolve the dispute promptly and provide all such evidence as may be reasonably necessary to verify the dispute. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in the payment terms.

- 3.9 All amounts stated in the Agreement shall be payable in pounds sterling and are stated exclusive of value added tax and all similar taxes and duties payable in respect of such amounts. All such amounts shall be subject to the addition of VAT, which you agree to pay.

## **4. Change Control**

- 4.1 You may request a change to the Specification Document or an Additional Service by raising a ticket. You shall ensure any person who requests such change has the authority to do so on your behalf. Any such changes will then be dealt with in accordance with the Oneserve standard Change Control Process and subject to these Terms.
- 4.2 For the avoidance of doubt, chargeable items are enhancements to, or new requests for but not limited to search views, reports, surveys, forms, documents, product functionality or major changes to configuration like new processes. Minor configuration changes and data loads will not usually be chargeable unless the estimated time to complete the work is greater than 15 minutes. All chargeable works will be quoted and both your approval and a purchase order are required in advance of any work being undertaken.

## **5. Force Majeure**

If circumstances beyond the reasonable control of the parties (including, but not limited to Acts of God, severe weather, strikes, telecommunications or other service failures or natural disasters) temporarily make it impossible for either or both of them to perform their obligations under the Agreement, then the obligations of the parties will be temporarily suspended during the force majeure period to such extent as is reasonable in the circumstances and they will not be liable to the other party to that extent. You will not be liable to pay fees in respect of any period of suspension under this clause.

## G-CLOUD 15 PROFESSIONAL SERVICES FRAMEWORK ADDENDUM

*(FM033 Override for G-Cloud Call-Offs)*

### 1. Application and Precedence

1.1 This Call-Off Schedule applies only to Professional Services supplied under a G-Cloud 15 call-off agreement.

1.2 In the event of any conflict between the Terms, any Order, any Specification Document or Statement of Work, this Addendum, and the G-Cloud 15 Framework Agreement and Call-Off Contract, the following order of precedence shall apply (with documents higher in the list taking priority):

- (a) the G-Cloud 15 Framework Agreement and Call-Off Contract;
- (b) this Addendum;
- (c) any Order, Statement of Work, or Specification Document;
- (d) the Licence Terms;
- (e) the PS Terms.

#### 1.3 Relationship Between Addenda

(a) Where both Licence and Professional Services are provided under a single G-Cloud call-off: - The Licence Addendum governs Licence and Support Services; - This [PS] Addendum governs Professional Services; - Common provisions (liability, FOIA, compliance) apply to both; (b) In the event of conflict between the addenda on common provisions: - Service-specific provisions take precedence for that service; - Where provisions could apply to both services, the more customer-favourable provision applies; (c) For standalone Professional Services engagements (no Licence): - This PS Addendum applies in full; - Liability provisions in Section 6 incorporate the enhanced caps and carve-outs as if set out in this Addendum

### 2. Charges and Price Variations

2.1 The Professional Services Charges and applicable day rates shall be as set out in the relevant Order Form and shall remain **fixed for the duration of the applicable Statement of Work**.

2.2 No increase to Professional Services Charges or day rates shall apply during the term of the applicable Statement of Work, except where:

- (a) the scope of Professional Services is varied in writing at the Customer's request; or
- (b) additional Professional Services are expressly agreed in writing by the parties.

2.3 Any variation to scope or charges shall be subject to written agreement through the change control process.

2.4 Clauses in FM033 relating to unilateral price increases, index-linked increases, third-party cost adjustments, foreign exchange adjustments, or legislative cost pass-throughs **shall not apply** to G-Cloud call-offs.

### 3. Termination for Convenience

3.1 The Customer may terminate a Professional Services Statement of Work for convenience by giving not less than thirty (30) days' written notice.

3.2 Upon termination for convenience, the Customer shall pay:

- (a) Professional Services Charges for work properly performed up to the effective date of termination; and
- (b) any approved expenses incurred prior to termination.

3.3 No further Charges shall be payable following termination for convenience.

### 4. Suspension and Non-Payment

4.1 The Supplier may suspend the performance of Professional Services for non-payment only where:

- (a) the relevant invoice is undisputed; and
- (b) the Customer has failed to pay within thirty (30) days of written notice of non-payment.

4.2 Suspension shall not relieve the Supplier of its obligation to resume the Professional Services promptly upon payment.

4.3 Payment During Project Suspension Where Oneserve suspends performance of Professional Services under clause 3.7c due to non-payment:

- (a) Professional Services Charges shall not accrue for work not performed during the period of suspension;
- (b) Milestone dates and delivery schedules shall be extended by the period of suspension plus reasonable remobilisation time;
- (c) The Customer remains liable for: - all undisputed charges for work completed prior to suspension; - any materials or third-party costs already committed;
- (d) Interest shall accrue in accordance with Section 4.4 below on amounts properly due;

(e) Oneserve shall use reasonable endeavours to resume work within ten (10) Business Days of payment, subject to resource availability.

4.4 Late Payment Interest (Professional Services) For G-Cloud contracts, PS Terms clause 3.7b is amended as follows: Interest on late payment of undisputed invoices shall be charged at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, together with the fixed sum compensation available under that Act. Oneserve shall not charge interest at any higher rate than that provided by statute.

## **5. Acceptance of Deliverables**

5.1 Acceptance of Professional Services deliverables shall be determined in accordance with the acceptance criteria set out in the applicable Statement of Work.

5.2 Deemed acceptance shall not apply where the Customer has raised a material, documented failure to meet the agreed acceptance criteria.

## **6. Liability**

6.1 Liability in respect of Professional Services provided under a G-Cloud call-off shall be governed by the liability provisions set out in the G-Cloud 15 Framework Addendum to the Licence Agreement.

6.2 Nothing in this Call-Off Schedule limits or excludes liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot be excluded by law.

## **7. Public Sector Transparency and Compliance**

7.1 The Supplier shall comply with applicable transparency, audit, and information-sharing obligations under the G-Cloud 15 Framework.

7.2 Nothing in FM033 shall prevent the Customer from complying with its obligations under applicable public-sector legislation.

## 8. Governing Law

8.1 This Call-Off Schedule shall be governed by and construed in accordance with the law of the part of the United Kingdom in which the Customer is located (or, where the Customer operates across multiple jurisdictions, the law of England and Wales).