



# *axellera platform*

## G Cloud Terms & Conditions

(G-Cloud 10)

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## 2 Applicability

The Terms & Conditions set out in this document apply to all products and services offered by Bancstreet Capital Partners Ltd under the G-Cloud 10 Services Framework Agreement

## 3 Compliance with G-Cloud Framework Agreement

The Terms & Conditions set out in this document are intended to be fully and without reservations in compliance with the G-Cloud Services Framework Agreement. No part of this document is intended to modify, limit, extend or otherwise amend the terms of the G-Cloud Services Framework Agreement. In case of ambiguity or overlap, the terms of the G-Cloud Services Framework Agreement shall override any terms or conditions in this document.

## 4 Agreement of Service Profile & SLA's

As part of the call-off agreement, Bancstreet Capital Partners Ltd will agree with the customer a detailed service profile and SLA (if any) that are applicable for the call-off. Unless requested otherwise these will be based on Bancstreet Capital Partners Ltd.'s standard service definition for the service at the time. The agreed service profile and SLA (if any) shall be binding for the term of the call-off agreement unless amended by written agreement between the customer and Bancstreet Capital Partners Ltd.

## 5 Service Scope

Unless expressly agreed in the call-off agreement, the service scope does not include any services other than those specifically detailed in the relevant service definition document. Please note that all offboarding and contract exit activities other than provision of the customer data to the customer in an agreed format will be subject to additional fees on a time and materials basis at Bancstreet Capital Partners' SFIA rate card rates.

All data on-boarding, configuration, customisation, training, consultancy and customer-specific data exports must be agreed separately in writing; these activities do not fall within the scope of the monthly SaaS (Software as a Service) subscription, support or hosting services.

## 6 Early Termination

If the customer terminates the call-off agreement for no fault on the part of Bancstreet Capital Partners Ltd before its agreed term expires, Bancstreet Capital Partners Ltd reserves the right to require the customer to pay an early exit fee covering any costs Bancstreet Capital Partners Ltd may deem to have incurred as a result of the early termination. This early exit fee shall not exceed an amount equal to the normal subscription, support and hosting fees for the period from the date the early termination is effective to the original agreed termination date for the service.

## 7 Data Exports after Termination

Bancstreet Capital Partners Ltd will export all data created, loaded or otherwise captured by the customer (or parties authorised by the customer, including end-users of the service) as part of the customer's use of the service during the operation of the call-off agreement in one of the file formats specified for such purposes in Bancstreet Capital Partners Ltd.'s G-Cloud listing. Bancstreet Capital Partners Ltd will also export copies of any document files uploaded to the service by the customer (or parties authorised by the customer, including end-users of the service) in their original file formats.

Bancstreet Capital Partners Ltd will provide the customer with reasonable documentation for the exported data file formats. The customer agrees not to (i) use any proprietary information in the documentation other than for the one-time purpose of extracting the customer's information from the customer's exported files; and (ii) not to disclose the content of such documentation to third parties without the prior written permission of Bancstreet Capital Partners Ltd (such permission not to be unreasonably withheld or delayed).

## 8 Axellera & Bancstreet Capital Partners

Please note that Axellera is a trading name of Bancstreet Capital Partners Ltd and is used throughout our G-Cloud documentation on an interchangeable basis with the Bancstreet Capital Partners name.

## 9 Written Agreement

For the purposes of these terms and conditions, save in the case of early termination, written agreement may include agreement between the parties by e-mail.

A call-off contract may only be signed by a Bancstreet Capital Partners Ltd director or a member of staff authorised in writing (including by e-mail) by a Director to sign the agreement.

For Bancstreet Capital Partners Ltd, only the following staff are authorised to enter into a written agreement to amend the terms of any call-off contract:

- > A Board Director
- > The Company Secretary
- > An Axellera Project Manager assigned to a specific project/service

## 10 Further Information

If you would like further information on our services or specific advice on how we can configure them to your needs, then please contact us as follows:

### Contact

e: [gcloud@axellera.com](mailto:gcloud@axellera.com)

t: +44 (0)20 3239 1305 and ask for Marcelle von Wendland or Pekka Luoma

### Website

[www.axellera.com](http://www.axellera.com)

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### About Axellera and Bancstreet Capital Partners Ltd

Axellera is a trading name of Bancstreet Capital Partners Ltd. We provide a low-code SaaS solution platform for applications with a heavy data management, data integration, workflow and case management aspect. Through the Axellera low code platform we are making complexity manageable and can deliver challenging enterprise grade solutions with customer defined data and workflows in as little as three to six months from idea to go live.

**Bancstreet Capital Partners Ltd are an OEM Enterprise Solution Partner of Fincore Ltd since 2007.** The Axellera platform offering builds on the proven low-code technology platform from Fincore Ltd used by global financial institutions and other blue-chip organisations in government and other industries. Fincore Ltd can provide a full range of support services for the Axellera platform and can deliver turnkey solutions based on the Axellera platform together with Bancstreet Capital Partners. The proven low-code technology platform from Fincore is also available on the GE Predix the platform of choice for industrial automation and IIOT for utilities, leading manufacturers, oil, gas, power generation and GE's own world class businesses.

