

UKCloud Ltd G-Cloud 10 Terms and Conditions

Last updated: 15th May 2018

This Agreement and any documents referred to in it (this **"Agreement"**) contains the terms and conditions that govern Your access to and use of the Services (as defined below) and is an agreement between UKCloud Ltd (company number: 07619797) whose registered office is at Hartham Park, Hartham, Corsham, Wiltshire, SN13 0RP, England (**"UKCloud"**, **"We," "Us,"** and **"Our"**) and You or the entity You represent (**"You"** and **"Your"**).

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

"Authorised Users" mean Your employees, agents and independent contractors who You authorise to use the Services.

"Call Off Contract" means the G-Cloud 10 Call Off Contract and Order Form, following the provisions of the G-Cloud 10 Framework Agreement, incorporating this Agreement, the applicable Service Definitions, the Systems Interconnect Security Policy and any other referred document.

"Content" means software (including third party software), data, documents, text, video, audio or other content.

"Digital Marketplace" means the UK government maintained online catalogue of G-Cloud services.

"G-Cloud 10 Framework Agreement" means the clauses of framework agreement RM1557.10, together with the framework schedules under which We are authorised to provide certain cloud services.

"Order Form" has the meaning given in Schedule 6 of the G-Cloud 10 Call Off Contract "Glossary and Interpretations".

"N3" means the Health and Social Care ICT Network which will be replaced by HSCN.

"Parties" means You and Us collectively, each being a **"Party"**.

"Service Credits" means the sums attributable to Our failure to deliver any part of the Services in accordance with the service levels, as specified in the applicable Service Definition.

"Service Definitions" means the documents setting out the descriptions of the applicable Services, any terms and conditions specific to such Services, and the applicable service levels offered in respect of such services, as available in the Digital Marketplace and incorporated into the applicable Call Off Contract.

"Services" or **"Service"** means the services ordered by You as set out in the Order Form, the Digital Marketplace, and the applicable Service Definitions.

"Systems Interconnect Security Policy" is the formal top level security document that identifies which aspects of security are within the remit of Our security officer, and which aspects of security are within the remit of Your security officer.

"UKCloud Content" means any Content We (or Our sub-contractors) make available to You in connection with the Services.

"Third Party Content" means Content made available to You by any third party in conjunction with the Services.

"Virus" means anything or devices (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); steal or redirect data in bad faith or attempt to do the same; or adversely affect the User experience, including worms, malware, ransomware, Trojan Horses, viruses and other similar things or devices.

"Your Content" means Content that You or any Authorised User run on, cause to interface with, or upload to, the Services, under Your account.

2. Use of the Services

2.1 We grant You a non-exclusive, non-sub-licensable, non-transferrable, revocable license during the term of this Agreement to:

- (a) Access and use the Services You've ordered solely in accordance with this Agreement; and
- (b) Copy and use the UKCloud Content solely to the extent reasonably required for Your permitted use of the Services.

2.2 You may access and use the Services You have ordered in accordance with this Agreement, and We will provide such Services in accordance with the applicable Service Definitions.

2.3 We will obtain sufficient rights to third party software to perform the Services, and grant You a nonexclusive, revocable license to use third party software included in the Services solely to the extent necessary to receive and use the Services during the term of the agreement.

2.4 The Services shall be supplied in conformity with the Service Definitions and entries set out in the Digital Marketplace.

- 2.5 You will be responsible for any third-party licences and licence costs which are not included in the relevant Service Definition.
- 2.6 Additional ad-hoc and irregular services may be agreed between the Parties. If required these services will be provided by Us according to the terms of this Agreement.
- 2.7 You will comply with all laws, rules, and regulations applicable to Your use of the Services, including those specified in the Service Definitions and in the Systems Interconnect Security Policy.

3. Your Content and Data

- 3.1 For the purposes of this clause 3, the terms "data controller", "data processor", "personal data", and "processing" shall have the meanings given in the Data Protection Act 2018 ("DPA"). References to Your personal data include the personal data of the Authorised Users.
- 3.2 You shall own all rights, title and interest in and to all of Your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.
- 3.3 We shall not be responsible for backing up Your Content unless this is either a feature included as part of the Service or where it is not, You have explicitly identified this as a requirement either via the Order Form or by raising a support ticket with Us and this having been accepted. Where backup is chosen, We shall follow Our backup procedures for Your Content as set out in such Service Definition.
- 3.4 Where We process any personal data on Your behalf when performing Our obligations under this Agreement, You shall be the data controller and We shall be a data processor and:
 - (a) You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully use, process and transfer such personal data in accordance with this Agreement on Your behalf;
 - (b) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (c) We shall process the personal data only in accordance with the terms of this Agreement, the DPA, any lawful instructions given by You from time to time, and in accordance with the terms of the G-Cloud 10 Framework Agreement and Call Off Contract.
- 3.5 We may collect, store and use Your personal data for the following purposes:
 - (a) To provide You with Services that You request and to fulfil Our contractual obligations to You; and
 - (b) To provide information about Our Services.

4. Authorised Users

- 4.1 In relation to the Authorised Users, You undertake that:

- (a) Each Authorised User shall keep a strong and secure password for her or his use of the Services, which shall be kept confidential.
- (b) You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and comply with the UKCloud Systems Interconnect Security Policy. In the event of any such unauthorised access or use, You shall promptly notify Us by email to security@ukcloud.com
- (c) You are responsible for all activities that occur under Your account, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents) and, except to the extent caused by Our breach of this Agreement, We are not responsible for unauthorised access to Your account. You will ensure that all Authorised Users comply with Your obligations under this Agreement. If You become aware of any violation of Your obligations under this Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.

5. Your Obligations

5.1 You shall:

- (a) Not access, store, distribute or transmit any Viruses, or any material during the course of Your use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; or is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity, and We reserve the right, without liability to You, to disable Your access to any material that breaches the provisions of this clause.
- (b) Not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement.
- (c) Comply with Your responsibilities as set at Appendix B, section 6 of this Agreement ("Your Responsibilities").
- (d) Provide Us with all necessary co-operation in relation to this Agreement and all necessary access to such information as We may require in order to render the Services, including but not limited to, security access information and configuration services.
- (e) Be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to Our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

6. Payment

- 6.1 You will pay Us the applicable fees and charges for use of the Services as described in the applicable Service Definition. All fees and charges shall be payable in

pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax.

- 6.2 We calculate and bill Our fees for the Services on a monthly basis (as agreed pursuant to an Order Form), unless otherwise described in the applicable Service Definition, and You will pay Our invoices for such fees within 30 days after the date of such invoices. We may also require payment on different terms for ad hoc services or irregular purchases, in which case We shall inform You prior to Your agreeing to receive these services or purchases.
- 6.3 Interest shall be payable on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time), at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.4 All sums payable to Us under this agreement will become due immediately upon termination of the Agreement.

7. Suspension

- 7.1 We may suspend Your or any Authorised User's right to access or use all or any part of the Services immediately upon notice to You if We determine that:
- (a) You are late in making any undisputed payments hereunder by more than the notice period stipulated in the Order Form; or
 - (b) Your or an Authorised User's use of the Services:
 - (i) Creates a security risk to the Services or any third party; or
 - (ii) May adversely impact the Services or the systems or Content of any other of Our customers.
- 7.2 If We suspend Your right to use or access all or part of the Services:
- (c) You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as Well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;
 - (d) You will not be entitled to any Service Credits under the Service Definitions for any period of suspension.

8. Term and Termination

- 8.1 This Agreement will commence in accordance with the Commencement date of the Call Off Contract (the "**Effective Date**"), and shall remain in force for the term of the Call Off Contract until terminated by You or Us in accordance with this clause.
- 8.2 You may terminate this Agreement for convenience by providing Us with written advance notice as set out in the applicable Order Form.
- 8.3 On termination of this Agreement for any reason:
- (a) All rights granted to You under this Agreement shall immediately terminate;

- (b) You will immediately return or (at Our request) destroy all UKCloud Content in Your possession;
- (c) You are responsible for removing all Content by 23:59:59 on the Effective Date of termination. If Content is not removed by this time We reserve the right to charge for any Content not removed, or for retrieving and returning your content, and may destroy or otherwise securely dispose of any of Your Content in Our possession.
- (d) The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, including without limitation clauses 1 (Definitions), 3 (Your Content and Data), 6 (Payment), 8 (Term and Termination), 9 (Intellectual Property Rights), and 10 (Indemnity) shall not be affected or prejudiced.

9. Intellectual Property Rights

- 9.1 As between You and Us, You own all right, title, and interest in and to Your Content. Save as expressly provided in this Agreement, We shall obtain no rights from You or Your licensors to Your Content. You hereby consent to Us and Our sub-contractors Using Your Content to provide the Services.
- 9.2 You represent and warrant to Us that You or Your licensors own all right, title, and interest in and to Your Content, and that You have all rights in Your Content necessary to grant the rights contemplated by this Agreement.
- 9.3 You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 9.4 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Our Content, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Our Content.

10. Indemnities

- 10.1 You shall, at all times during and after the term of this Agreement, indemnify Us and keep Us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Us arising from or in connection with:
- (a) Your breach of this Agreement or violation of applicable law by You or any Authorised User;
 - (b) Your or any Authorised Users' use of the Services (including any activities under Your UKCloud account and use by Your personnel); or

- (c) Your Content or the combination of Your Content with other applications or content, including any claim involving alleged infringement of third-party rights by Your Content or use thereof.
- 10.2 We shall notify You of any such third-party claim, allow You to conduct all negotiations and proceedings and provide You with such reasonable assistance as is required by You (at Your cost), and not, without prior consultation with You, make any admission relating to such claim or attempt to settle it, provided that You consider and defend the claim diligently, using competent counsel and in such a way as not to bring Our reputation into disrepute.

Appendix A – Free Trial Agreement

[these clauses are to be used only for the purposes of free trials of the Services]

UKCloud Customer Agreement for Free Trial of UKCloud Services

This UKCloud Customer Agreement and any documents referred to in it (this “Agreement”) contains the terms and conditions that govern Your access to and use of the Services (as defined below) and is an agreement between UKCloud Ltd (company number: 07619797) whose registered office is at Hartham Park, Hartham, Corsham, Wiltshire, SN13 0RP, England (“UKCloud”, “We,” “Us,” and “Our”) and You or the entity You represent (“You” and “Your”).

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

“**Authorised Users**” mean Your employees, agents and independent contractors who You authorise to use the Services.

“**Content**” means software, data, documents, text, video, audio or other content.

“**Digital Marketplace**” means the UK government maintained online catalogue of G-Cloud services.

“**Free Trial**” means Your ability to access Our Services from the date that the free trial is set up, for a fixed duration and value, as described on the applicable Service Definition.

“**Parties**” means You and Us collectively, each being a “Party”.

“**Service Definitions**” means the documents setting out the descriptions of the applicable Services, any terms and conditions specific to such Services, and the applicable service levels offered in respect of such services, as set out in the Digital Marketplace.

“**Services**” or “**Service**” means the services ordered by You as set out in the Order Form, the Digital Marketplace, and the applicable Service Definitions.

“**Systems Interconnect Security Policy**” is the formal top level security document that identifies which aspects of security are within the remit of Our security officer, and which aspects of security are within the remit of Your security officer.

“**Trial Credits**” mean the fixed value of the Free Trial to the equivalent of £500 of Service consumption, priced in the applicable Service Definition, unless the value of the Trial Credit is stated differently in the Service Definition.

“**Virus**” means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); steal or redirect data in bad faith or attempt to do the same; or adversely affect the User experience, including worms, malware, Trojan Horses, viruses and other similar things or devices.

“**Your Content**” means Content that You or any Authorised User run on, cause to interface with, or upload to, the Services, under Your account.

2. Use of the Services

2.1 We grant You a non-exclusive, non-transferrable, revocable licence during the term of this Agreement to:

- (a) Access and use the Services You've ordered solely in accordance with this Agreement; and
- (b) Copy and use Our Content solely to the extent reasonably required for Your permitted use of the Services.

2.2 Free Trials are available to Our new and existing customers, and will be limited to products that You have not already purchased from Us, unless You are testing a significantly different use-case or, if You are a partner, testing a solution for a different customer.

2.3 You may participate in the Free Trial for the duration described in the Service Definition from the date that Service is made available to You by Us. The Free Trial will terminate when the duration of the Free Trial is ended, or the Trial Credits are consumed, whichever is the soonest. Unused consumption of either the Trial Credits or the term of the Free Trial cannot be rolled forward to any other agreement, without Our express agreement.

2.4 Service Credits do not apply to Free Trials, and any issues will be communicated by Us to You using reasonable endeavours.

2.5 You will be responsible for any Third Party Licence costs which are not included in the applicable Service Definition.

2.6 You will comply with all laws, rules, and regulations applicable to Your use of the Services, including those specified in the Service Definitions and in the Systems Interconnect Security Policy.

3. Your Content and Data

3.1 For the purposes of this clause 3, the terms “data controller”, “data processor”, “personal data”, and “processing” shall have the meanings given in the Data Protection Act 2018 (“DPA”). References to Your personal data include the personal data of the Authorised Users.

3.2 You shall own all rights, title and interest in and to all of Your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.

3.3 We shall not be responsible for backing up Your Content unless this is either a feature included as part of the Service or where it is not, You have explicitly identified this as a requirement and this having been accepted. Where backup

is chosen, We shall follow Our backup procedures for Your Content as set out in such Service Definition.

3.4 Where We process any personal data on Your behalf when performing Our obligations under this Agreement, You shall be the data controller and We shall be a data processor and:

- (a) You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully use, process and transfer such personal data in accordance with this Agreement on Your behalf;
- (b) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (c) We shall process the personal data only in accordance with the terms of this Agreement, the DPA, and any lawful instructions given by You from time to time.

3.5 We may collect, store and use Your personal data for the following purposes:

- (a) To provide You with Services that You request and to fulfil Our contractual obligations to You; and
- (b) To provide information about Our Services.

4. Authorised Users

- 4.1 In relation to the Authorised Users, You undertake that each Authorised User shall keep a strong and secure password for their use of the Services, which shall be kept confidential.
- 4.2 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Us by email to security@ukcloud.com.
- 4.3 You are responsible for all activities that occur under Your account, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents) and, except to the extent caused by Our breach of this Agreement, We are not responsible for unauthorised access to Your account.

5. Your Obligations

5.1 You shall:

- (a) Not access, store, distribute or transmit any Viruses, or any material during the course of Your use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; or is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity, and We reserve the right, without liability to You, to disable Your access to any material that breaches the provisions of this clause;
- (b) Not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement;

- (c) Comply with Your responsibilities as set out within Appendix B, section 6 of this Agreement ("Your Responsibilities");
- (d) Warrant that all data imported by You into Our Services is being processed on behalf of a UK Public Sector entity, or supports the delivery of services to the UK Public Sector;
- (e) Provide Us with all necessary co-operation in relation to this Agreement and all necessary access to such information as We may require in order to render the Services, including but not limited to, security access information and configuration services;
- (f) Be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to Our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

6. Term

- 6.1 This Agreement will commence when the Free Trial has been made available to You by Us, and shall remain in force for the duration described in the Service Definition.
- 6.2 This agreement will automatically terminate when set duration of the Free Trial expires, or when the Trial Credits have been consumed, whichever is the soonest.
- 6.3 Your trial service will be terminated unless You choose to enter into a further agreement with UKCloud, which will be subject to charges as described in the applicable Service Definition and be governed by Our standard terms and conditions.

7. Suspension

- 7.1 We may suspend Your or any Authorised User's right to access or use all or any part of the Services immediately upon notice to You if We determine that:
 - (a) Your or an Authorised User's use of the Services creates a security risk to the Services or any third party; or
 - (b) May adversely impact the Services or the systems or Content of any other of Our customers.

8. Intellectual Property Rights

- 8.1 As between You and Us, You own all right, title, and interest in and to Your Content. Save as expressly provided in this Agreement, We shall obtain no rights from You or Your licensors to Your Content. You hereby consent to Us and Our sub-contractors Using Your Content to provide the Services.
- 8.2 You represent and warrant to Us that You or Your licensors own all right, title, and interest in and to Your Content, and that You have all rights in Your Content necessary to grant the rights contemplated by this Agreement.
- 8.3 You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

8.4 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the UKCloud Content, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the UKCloud Content.

9. Indemnities

9.1 You shall, at all times during and after the term of this Agreement, indemnify Us and keep Us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Us arising from or in connection with:

- (a) Your breach of this Agreement or violation of applicable law by You or any Authorised User;
- (b) Your or any Authorised Users' use of the Services (including any activities under Your UKCloud account and use by Your personnel); or
- (c) Your Content or the combination of Your Content with other applications or content, including any claim involving alleged infringement of third-party rights by Your Content or use thereof.

9.2 We shall notify You of any such third-party claim, allow You to conduct all negotiations and proceedings and provide You with such reasonable assistance as is required by You (at Your cost), and not, without prior consultation with You, make any admission relating to such claim or attempt to settle it, provided that You consider and defend the claim diligently, using competent counsel and in such a way as not to bring Our reputation into disrepute.

10. Limitation of Liability

10.1 The following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, sub-contractors and licensors) to You in respect of:

- (a) Any breach of this Agreement howsoever arising;
- (b) Any use made by You of the Services or any part of them; and
- (c) Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10.3 Nothing in this Agreement excludes Our liability for:

- (a) Death or personal injury caused by Our negligence; or
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other act or omission, liability for which may not be limited under applicable law.

10.4 Subject to clause 10.5, We shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) Loss of profits of business; or
- (b) Depletion of goodwill or similar losses; or
- (c) Loss of anticipated savings; or
- (d) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.5 Subject to clause 10.1, Our total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited £1000 under this Agreement for the Service which gave rise to the claim during the term of this Agreement.

11. Confidentiality

11.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us or Our agents, and any other confidential information concerning Our business or Our products and services which You may obtain.

12. General

12.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

Appendix B – Using Our Services

Unless otherwise specified in the applicable Service Definition, this Appendix describes how our Services will be used:

1. Onboarding

- 1.1 Both Parties will complete a profile which details the roles and responsibilities expected of both parties. We will then deploy and configure basic managed VMs from a standard build template to which You can then upload or migrate applications.
- 1.2 A number of videos, help guides, manuals and FAQs are available to help train and instruct users so that they are up and running quickly and easily. These are available within the Knowledge Centre, accessed via Our portal.
- 1.3 You will be assigned a Customer Success Manager (CSM) to provide any assistance required during the first 90 days of the service.

2. Data Migration

- 2.1 In many circumstances, We can help facilitate a bulk migration to the platform using local data import. This is priced on a time-and-materials basis from Our SFIA rate card.
- 2.2 We can also help facilitate a bulk migration to the platform using offline data ingest and extraction — please ask Us for details.

3. Service Management

- 3.1 A comprehensive secure online portal will provide the most common service management functionality and address most requirements.
- 3.2 We will allocate a Technical Account Manager (TAM) to provide You with an assigned point of contact. The TAM will provide additional assistance with reporting and incident escalation, at all times following Our ISO 20000-certified ITIL-based process framework.
- 3.3 For organisations that require a managed service, We have a mature and active partner ecosystem that can provide value-added services such as consultancy and ongoing custom managed services. We will make an introduction on request.

4. Service Constraints

- 4.1 We will adhere to the following in terms of maintenance windows:

“Planned Maintenance” means any pre-planned disruptive maintenance to any of the infrastructure relating to the service. Planned Maintenance activity may result in periods of degradation or loss of availability depending on the nature of the activity required. In such cases, We shall provide affected customers with at least fourteen (14) days' advance notice of the Planned Maintenance.

If during Planned Maintenance there is a loss of availability outside the scope described in the planned maintenance notification to the Service, an SLA event will be triggered.

“Emergency Maintenance” means any urgent maintenance required to prevent or mitigate against any event compromising the infrastructure relating to the Service. Whenever possible, UKCloud shall: a) provide affected customers with at least six (6) hours' advance notice and b) carry out the emergency maintenance between the hours of 00:00 and 06:00 (UK local time) Monday to Friday or between the hours of Saturday 00:00 to 06:00 (UK local time) on Monday, (including bank holidays) unless there is an identified and demonstrable immediate risk to customer environment(s). Emergency Maintenance may result in periods of degradation or loss of availability depending on the nature of the activity required.

If during Emergency Maintenance there is a loss of availability to the Service, an SLA event will be triggered. This time will be excluded from the availability calculation but will be included in monthly reporting related to the Service.

5. Technical Requirements

- 5.1 You will require appropriate network connectivity such as DDoS-protected internet access or accredited connectivity such as a government secure network to our cloud platforms. Connectivity via the DDoS-protected internet, a government secure network (PSN, Janet or N3/HSCN) or private leased line is available but may incur additional charges if the hosting of CPE routers is required.
- 5.2 Where they are required, You are responsible for procuring and managing appropriate devices or software to meet the requirement for data security over the various forms of connectivity.

6. Your Responsibilities:

- 6.1 You are responsible for:
 - (a) The control and management of access and responsibilities for end users.
 - (b) Advanced OS security hardening specific to application requirements.
 - (c) Deployment and management of non-core OS components such as IIS, Apache and Active Directory.
 - (d) User account creation, administration and assignment of permissions.
 - (e) Deployment of patches facilitated by Our patch repository, and sourcing and deployment of all non-core OS and non-critical patches.
 - (f) Timely testing of application and data following any changes to the managed VM.
 - (g) Management of AV policies, exclusions and quarantine.
 - (h) Clean-up of virus infestations.
 - (i) System administration tasks.
 - (j) Creation of systems documentation.
 - (k) Configuration management of OS and application components.
 - (l) Disaster recovery and business continuity.
 - (m) Security management and protective monitoring of OS and applications.
 - (n) Optimisation of VM resources.
 - (o) You are also responsible for compiling with the Our Security Operating Procedures (SyOPs) and other information assurance requirements as specified in Our

Document Classification: Open

System Interconnect and Security Policy (SISP) and associated accreditation documentation sets.

- (p) You are also responsible for accrediting the OS and application environment.

7. Termination

- 7.1 At the point of termination, all customer data, accounts and access will be permanently deleted, and will not be able to be subsequently recovered or restored.

8. Costs

- 8.1 Unless otherwise stated in the applicable Service Definition, there are no termination costs for this Service. Customers are responsible for extracting their own data from the platform if required.
- 8.2 We may make an additional charge for transferring data out of the Service.

9. Offboarding

- 9.1 Prior to terminating the contract, You are able to transfer your data out of the Service (for example using Our API to retrieve data).
- 9.2 When You terminate Your agreement with Us, We ensure all of Your data are deleted securely.

Appendix C Microsoft Licensing

[to be used only when You obtain Microsoft software services directly from Us]

1. All licensing relating to the operating system must be provided by Us, unless You have a dedicated server. You may provide Your own application licensing, but you must complete and provide a Microsoft Mobility Agreement to Us.
2. You shall not remove, alter, cover or obscure any trademarks, trade names, service marks, logos or brands, copyright notices, patent numbers or any other statements or symbols of ownership from software, or do so in respect of any media supplied to You by Us on which any software is loaded.
3. You shall not copy, alter, modify, adapt, translate, create derivative works of, distribute, rent, lease, sublicense, transmit, sell all or part of the software or do so in respect of any media on which the software is loaded.
4. To the extent permitted by applicable law, We make no representations or express or implied warranties in relation to the software services, and disclaim all express or implied warranties, including without limitation:
 - (a) Any implied warranties of merchantability, and fitness of the software services for a particular purpose;
 - (b) Any liability on the part of Microsoft, or its suppliers, for any direct, indirect or consequential damage arising from the software services.
5. We, or a third party on Our behalf, will provide technical support for the software services. Microsoft will not provide direct support to You.
6. You agree that We may be obliged to pass limited details about You to Microsoft in the event that Your software service consumption exceeds the £GB Sterling equivalent of US\$1000 per month, or if Microsoft elects to undertake an audit of software service consumption
7. In the event that You have failed to pay for the correct number of end users, or other necessary software licenses, You will promptly obtain the correct amount, and hold Us harmless against any consequential liabilities.
8. You agree that the software services are not fault tolerant and are not guaranteed to be error free or to operate uninterrupted. No rights are granted to You to use the software services in any application or situation where failure of the software services could lead to death or

serious injury of any person, or to severe physical or environmental damage ("High Risk Use").

9. You agree that Microsoft is an intended third-party beneficiary of this Appendix C and that Microsoft holds the right to enforce this Appendix C, and to verify Your compliance with this Appendix C.

Appendix D – UKCloud for Microsoft Azure

[to be used only in conjunction with Our UKCloud for Microsoft Azure Services]

1. You agree that the Microsoft Cloud Solution Provider Customer Agreement is incorporated into the terms of the Call Off Contract.
2. You agree that Microsoft is an intended third-party beneficiary of this Appendix D and that Microsoft holds the right to enforce this Appendix D, and to verify Your compliance with this Appendix D.
3. The Microsoft Cloud Solution Provider Customer Agreement is available here (Europe/United Kingdom).

<https://docs.microsoft.com/en-us/partner-center/agreements>

Appendix E – PSN Standards

[to be used only when Services are being carried over the PSN network]

1. Defined Terms

NCSC: The UK government's National Technical Authority for Information Assurance. See <https://www.ncsc.gov.uk>

Code of Connection or CoCo: The agreement, as set out in the code template, setting out the obligations and requirements for organisations wanting to connect to the PSN, together with all documents annexed to it and referenced within it.

Code of Interconnection or CoICo: The agreement, as set out in the code template, setting out the obligations and requirements for an organisation to provide PSN connectivity services, together with all documents annexed to it and referenced within it.

Code of Practice or CoP: The agreement, as set out in the code template, setting out the obligations and requirements for an organisation wanting to provide PSN services, together with all documents annexed to it and referenced within it.

GCN Service Provider or GCNSP: A component, product or service that enables PSN-connected organisations to enjoy intra and inter-organisation IP data transmission and for which a PSN compliance certificate has been awarded by the PSN team.

Government Conveyance Network or GCN: The total network of all GCN services provided by all GCN Service Providers.

PSN connectivity service: A component, product or service that enables PSN-connected organisations to enjoy intra and inter-organisation IP data transmission and for which a PSN compliance certificate has been awarded by the PSN team.

PSN connectivity service provider: An organisation that is supplying or is approved to supply a PSN connectivity service in accordance with a CoCo.

PSN compliance certificate: The certificate awarded to the individual infrastructures, GCN Services, PSN services and PSN connectivity services that make up the PSN.

PSN customer: The PSN service consumer that has achieved PSN compliance certification for their PSN customer environments and holds PSN supply agreement(s) with PSN service providers and PSN connectivity service providers for the services concerned.

PSN supply agreement: Either a contract or – if it is between public sector bodies – a Memorandum of Understanding (MoU) to deliver PSN services or PSN connectivity services.

PSN service consumer: An organisation which uses PSN services or PSN connectivity services.

PSN Service Provider or PSNSP: An organisation that is supplying or is approved to supply PSN services in accordance with a CoP.

PSN service: A functional service available to PSN-connected organisations from a PSN-connected infrastructure in order to enable the fulfilment of a specific business activity, which is offered by a PSN Service Provider in accordance with a CoP and for which

a PSN Compliance Certification has been awarded by the Public Services Network Team.

Public Services Network or PSN: The government's high-performance network, which helps public sector organisations work together, reduce duplication and share resources.

2. Obligations

- 2.1 We shall ensure that any PSN and GCN services that it supplies, or are supplied by others, pursuant to this Agreement shall have been awarded and retain at all times a PSN compliance certificate.
- 2.2 We shall ensure that any PSN and GCN services that we supply, or are supplied by others, pursuant to this Agreement are delivered in accordance with the applicable code, codes or Documents of Understanding (DoU).
- 2.3 You shall ensure that any PSN customer environment used to consume PSN and GCN services supplied pursuant to this Agreement shall have been awarded and retain at all times a PSN compliance certificate.
- 2.4 You shall ensure that any PSN customer environment used to consume PSN and GCN services supplied pursuant to this Agreement shall be provided and maintained in accordance with the applicable code or codes.
- 2.5 Each of the Parties warrants and undertakes that they shall throughout the term, where specifically requested in writing by the PSN team acting on advice from the Infrastructure SIRO, immediately disconnect its GCN services, PSN services or customer environment (as the case may be) from such PSN services (including any Direct Network Services (DNS)), GCN services and customer environments as the PSN team instructs where there is an event affecting national security, or the security of the GCN or PSN.
- 2.6 The Parties acknowledge and agree that the PSN team shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 2.5.
- 2.7 Each of the Parties acknowledges and agrees that these clauses 2.4 and 2.5 are for the benefit of and may be enforced by the PSN team, notwithstanding the fact that the PSN team is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 2.8 We shall cooperate with suppliers of other PSN services and GCN service providers to enable the efficient operation of PSN.

Document Classification: Open

- 2.9 The PSN services shall be delivered in a way that enables the sharing of services across customers of PSN services and maximises the savings to be achieved by such sharing of services.

Appendix F - N3 Standards

[to be used only when Services are being carried over the N3 network]

1. To connect to Health & Social Care ICT Network ("N3") via Us You will be required to fully adhere to the following requirements:
 - a) To understand that We will only facilitate connections to the N3 network for those customers with which We have an existing direct contractual relationship, and subject to all other conditions contained within this Appendix C;
 - b) To understand that We will only facilitate connections to the N3 network from customer sites which are physically located within England. Connections to locations within Scotland, Wales, Northern Ireland, the Isle of Man, and Channel Islands or outside the UK will automatically be rejected;
 - c) To agree that any data made available over the N3 connection cannot be viewed, processed or stored in any location outside of England. In addition, information shall not be introduced into the N3 network from any location outside of England, nor shall the N3 network be used to transmit any information outside of England;
 - d) To submit a completed and signed Information Assurance Governance Statement prior to the enablement of each service, and at the annual renewal of that service thereafter;
 - e) To understand that failure to continually and fully comply with the Information Assurance Governance Statement with respect to each NHS consuming organisation will result in the prompt removal of N3 connectivity from that organisation;
 - f) To submit a valid business justification (including physical site locations, network traffic flows, access requirements, encryption approach etc.) to Us prior to the initial enablement of each service, and at the annual renewal date of that service thereafter. Such justification shall only provide access to services/sites which are essential to the requirements of each specific NHS consuming organisation;
 - g) To submit a supporting statement from a recognised NHS consuming organisation, that outlines the sponsorship for Your connection to the N3 network. This document should be dated within the last 90 days, and its validity will be checked by Us;
 - h) To immediately notify Our Director of IA & Compliance should the business justification for any individual NHS organisation change in any way or no longer be valid;
 - i) To immediately notify Our Director of Compliance & IA if the NHS organisation which sponsored each N3 connection ceases to be associated with You;
 - j) To immediately notify Us by telephone and email of any actual or suspected incidents or security breaches which have or could impact upon the full, correct and secure operation of the N3 network;
 - k) To fully comply with all Our activities (including investigations) which are associated with a reported incident or security breach;
 - l) To understand that as an aggregator to the N3 service, We reserve the right to verify and/or audit the Your submission and supporting evidence, which may be undertaken remotely or on Your and/or NHS organisation's site. You agree to fully comply and co-operate with this activity, which will be subject to an appropriate NDA and undertaken on mutually acceptable dates;
 - m) To promptly act upon renewal notifications received by Us for each connection, which include the re-submission of the IG Toolkit, and re-affirmation of both the individual business need and confirmation from the applicable NHS sponsoring organisation;
 - n) To understand that failure to satisfactorily complete the re-submission in advance of the stated deadlines will result in the prompt removal of N3 connectivity from You;
 - o) To agree that any penalties imposed upon Us as a result of misuse of the Health & Social Care ICT Network under its control which can be attributed to You will be passed onto You for payment.
2. We will:
 - a) Ensure that You deliver N3 connectivity to each NHS organisation strictly in accordance with the submitted business justification for that NHS organisation. Any request to vary that business justification shall be treated as a new application;
 - b) Ensure that any information which You transmit or receive across the N3 connection is appropriately encrypted, both at rest (before and after transiting the N3 network) and in flight (whilst transiting the N3 network).

Appendix H – HSCN Mandatory Supplemental Terms

[to be used only when Services are being carried over the HSCN]

1) Defined Terms

CN-SP Deed means the deed required by the HSCN Authority to be signed by any CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services;

Connection Agreement means the agreement setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it;

Consumer Network Service Providers or CN-SP means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance;

Good Industry Practice means the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

Health and Social Care Network or HSCN means the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;

HSCN Authority means NHS Digital (the Health and Social Care Information Centre);

HSCN Compliance or or HSCN Compliant means a status as detailed in the document "HSCN Compliance Operating Model", as set out at [<https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>], and as updated by the HSCN Authority from time to time;

HSCN Connectivity Services means any service which is offered by a CN-SP to provide access to and routing over the HSCN;

HSCN Consumer means a recipient of HSCN Connectivity Services;

HSCN Consumer Contract means any agreement pursuant to which a CN-SP (or Sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer;

HSCN Obligations Framework means the obligations as available at [<https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>] which may be updated from time-to-time by the HSCN Authority;

HSCN Solution Overview means the document containing the architecture and technical solution for HSCN (the latest version can be accessed at <https://www.digital.nhs.uk/health-social-care->

[network/connectivity-suppliers](#));

Material Sub-contractor means a sub-contractor (including any affiliate or group company) of a CN-SP in relation to HSCN Connectivity Services which, in the reasonable opinion of the HSCN Authority, performs (or would perform if appointed) a substantive role in the provision of all or any part of the HSCN Connectivity Services; and

NHS Digital CareCERT means the NHS Digital Care Computing Emergency Response Team, that provide cyber security intelligence and advice to the Health and Care System using links across the public sector and with partners in industry.

2) Key obligations

When used, the clauses below take precedence over any other terms within this Agreement.

- 2.1 We shall ensure that any HSCN Connectivity Services that it supplies pursuant to this Agreement shall have been awarded HSCN Compliance and shall retain at all times HSCN Compliance.
- 2.2. We shall ensure that any HSCN Connectivity Services that it supplies pursuant to this Agreement are delivered in accordance with the HSCN Obligations Framework.
- 2.3 You shall ensure that any HSCN service consumer environment used to consume HSCN Connectivity Services supplied pursuant to this Agreement, shall be provided and maintained in accordance with the Connection Agreement;
- 2.4 Each of the Parties warrants and undertakes that they shall throughout the term, immediately disconnect their HSCN Connectivity Services, or consumer environment (as the case may be) from all other HSCN Connectivity Services and consumer environments where specifically requested in writing by the NHS Digital CareCERT (or the HSCN Authority acting on behalf of NHS Digital CareCERT) where there is an event affecting national security, or the security of the HSCN.
- 2.5 The Parties acknowledge and agree that the HSCN Authority shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 2.4 above.
- 2.6 Each of the Parties acknowledges and agrees that clauses 2.4 and 2.5 are for the benefit of and may be enforced by the HSCN Authority, notwithstanding the fact that the HSCN Authority is not a party to this agreement, pursuant to the

Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt such appointment shall not increase any liability of the Supplier beyond the scope of their existing liabilities under this Agreement, the CN-SP Deed or the HSCN Obligations Framework.

- 2.7 We shall procure that any Material Sub-contractor shall comply with the terms of this Agreement in relation to their provision of HSCN Connectivity Services.
- 2.8 Where any level of standard, practice or requirement associated with any of Our obligations referenced in these terms and conditions, the HSCN Obligations Framework, the HSCN CN-SP Service Management Requirement Addendum or the HSCN Consumer Contract conflicts with another level of standard, practice or requirement associated with any other obligation or with Good Industry Practice, then the higher standard or requirement or best practice shall be adopted by Us. In the event that We cannot determine which represents the higher standard or requirement or

best practice, We shall seek guidance from the HSCN Authority which shall reasonably determine which is the level of standard, practice or requirement that is the most favourable from a HSCN Consumer perspective, and thus with which standard or best practice to comply.

- 2.9 If We fail to provide any part of the HSCN Connectivity Services as required under this HSCN Consumer Contract, We shall, in accordance with the guidance documentation published at [<https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>], be directly liable to the HSCN Consumer in respect of such HSCN Connectivity Services.
- 2.10 You shall share all records and information with the HSCN Authority as are reasonably requested by the HSCN Authority in connection with the monitoring and operation of the HSCN network described in the HSCN Solution Overview Document.