**THIS CUSTOMER FRAMEWORK SERVICE AGREEMENT** is made on the [enter day] day of [enter date] Two thousand and [enter year].

**BETWEEN**

**(1)** SecureCloud+ Limited a company incorporated in England and Wales under registration number 07976189 the registered office of which is at Greyfriars House, 30 Greyfriars Road, Reading RG1 1PE (hereinafter called "Service Provider") of the one part and

**(2)** **[Enter Name]** a company incorporated in England and Wales under registration number [Enter registration no] the registered office and the principal place of business of which is at [Enter address] (hereinafter called "the Customer") of the other part.

**WHEREAS** it has been agreed that Service Provider will provide the Customer with a [enter name of service] service subject to the terms set out in:

1. The Framework Agreement (between the Service Provider and the "Authority").
2. Call-Off Agreement (between SecureCloud+ and the Customer).
3. Order Form (which will set out the details of the order for each call off).

In addition, the Service Provider has detailed its Terms and Conditions below to define the specifics to the usage of the services provided.

## 1. Definitions

| Term | Description |
|---|---|
| Authorised User | Those employees, agents or independent contractors of the Customer or any service beneficiary who are authorised, pursuant to the terms and in accordance with the requirements of the Contract, by the Customer to use the Services. |
| Security Operating Procedures | The Service Provider's security operating procedures as set out or amended and notified to the Customer in writing from time to time. |
| Acceptable Use Policy | The Service Provider's acceptable use policy as set out or amended and notified to the Customer in writing from time to time. |
| Agreement Form | The Service Provider's acceptance form which the Customer's Authorised User signs to confirm the Security Operating Procedures and Acceptable Use Policy have been read and understood. |
| Security Officer | The Service Provider's or Customer's appointed Security Officer responsible for ensuring that information assets and technologies are adequately protected. |

## 2. Customer Responsibilities

2.1 The Customer shall comply with (and shall ensure that all Authorised Users comply with) the Security Operating Procedures as made available to the Customer.

2.2 The Customer shall comply with (and shall ensure that all Authorised Users comply with) the Acceptable Use Policy, appropriate to the service, provided by the Service Provider to the Customer.

2.3 The Customer shall ensure that all Authorised Users sign and return to the Service Provider, the Security Operating Procedures and Acceptable Use Policy agreement forms.

2.4 In the event of an Authorised User breaching the terms of either the Acceptable Use Policy or the Security Operating Procedures, the Service Provider reserves the right to take appropriate sanction, up to and including, disconnecting that Authorised User's use of services.

2.5 Under the conditions described in clause 2.4, the Customer will remain liable for all Service Charges for the remainder of the Contract period.

2.6 The Customer shall:

a) obtain and maintain all necessary licenses, consents, and permissions necessary for the Service Provider, its contractors and agents to perform their obligations under the contract, including the Services or any Additional Services.

b) ensure that its network and systems comply with the relevant specifications provided by the Service Provider from time to time; and

c) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Service Provider's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 3. Billing

3.1 Billing will commence from the point at which the services meet the User Acceptance Test Criteria or as agreed in writing with the customer. No services will be provided to Authorised Users until the agreement forms detailed in clause 2.3 are provided to the appointed Security Officer.

**BY SIGNING THIS SERVICE FRAMEWORK AGREEMENT THE CUSTOMER AGREES** to comply with all the terms of this legally binding agreement. The parties hereby acknowledge and agree that they have read this Service Framework Agreement and by signing below agree to be bound by the terms of this Framework Agreement.

Signed duly authorised for and on behalf of the CUSTOMER

Customer Name:

Signature:

Name:

Position:

Date:

Signed duly authorised for and on behalf of the SERVICE PROVIDER

Signature:

Name:

Position:

Date: