



Terms and Conditions

(G-Cloud 11)

Prepared for: G-Cloud 11

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Table of Contents

Table of Contents 1

2 Applicability 2

3 Compliance with G-Cloud Framework Agreement 2

4 Agreement of Service Profile & SLA’s 2

5 Service Scope 2

6 Early Termination 2

7 Data Exports after Termination 3

8 Finworks & Fincore 3

9 Written Agreement..... 3

1 Applicability

The Terms & Conditions set out in this document apply to all products and services offered by Fincore Ltd under the G-Cloud 9 Services Framework Agreement

2 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.

3 Agreement of Service Profile & SLA's

As part of the call-off agreement, Fincore 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 Fincore 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 Fincore Ltd.

4 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 Fincore's SFIA ratecard 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.

5 Early Termination

If the customer terminates the call-off agreement for no fault on the part of Fincore Ltd before its agreed term expires, Fincore Ltd reserves the right to require the customer to pay an early exit fee covering any costs Fincore 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 data for the service.

6 Data Exports after Termination

Fincore 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 Fincore Ltd's G-Cloud listing. Fincore 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.

Fincore 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 Fincore Ltd (such permission not to be unreasonably withheld or delayed).

7 Finworks & Fincore

Please note that Finworks is a trading name of Fincore Ltd, and is used throughout our G-Cloud documentation on an interchangeable basis with the Fincore name.

8 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 Fincore Ltd Director or a member of staff authorised in writing (including by e-mail) by a Director to sign the agreement.

For Fincore 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
- > Managing Director, Data, Finworks
- > CTO, Finworks
- > The Finworks Project Manager assigned to a specific project/service