G-CLOUD SUPPLIER TERMS

These terms are the "**Supplier Terms**" as that term is defined in the Framework Agreement. The Supplier Terms apply to G-Cloud Services ordered by Buyer from Vorboss (each a "**Party**" and together "**Parties**"). Note the order of precedence between terms set out in clause 8.3 of the Framework Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Supplier Terms and each Order, the following terms have the meaning set out in the Framework Agreement:

(A) "**Call-Off Contract**";

(B) "**Charges**";

(C) "**Confidential Information**";

(D) "**Control**";

(E) "**Force Majeure Event**";

(F) "**Insolvency Event**";

(G) "**Order**"; and

(H) "**Working Day**".

1.2 In these Supplier Terms and each Order, the following terms and expressions shall have the following meanings:

"**Affected Party**" has the meaning given in Clause 10.1;

"**Affiliate**" means, in respect of a Party to this Agreement, any company from time to time directly or indirectly (i) Controlling, (ii) Controlled by or (iii) under common Control with, that Party;

"**Agreements**" means these Supplier Terms, any Call-Off Contract and any and all Orders between the Parties;

"**Business Hours**" means 0900-1700 London time on a Working Day;

"**Buyer Content**" means any software, data, text, audio, video, images or other content that the Buyer runs on the Services, causes to interface with the Services, uploads to the Services, or transfers, processes, uses or stores in connection with the Services;

"**Buyer Group**" means the Buyer and its Affiliates;

"**Buyer IPR**" means IPR owned by or licensed to the Buyer;

"**Framework Agreement**" has the meaning set out in the agreement entitled "Framework Agreement", "G-Cloud 9 Framework Agreement" or similar agreed between Vorboss and Crown Commercial Service;

"**IPR**" has the same meaning as "Intellectual Property Rights or IPR" as defined in the Framework Agreement;

"**Outstanding Amounts**" means all sums incurred, due or owing to Vorboss under the Agreements;

"**Reimbursement**" has the meaning given to it in the Service Guarantee;

"**Service Commencement Date**" means the date on which Vorboss commences provision of the Services to the Buyer as specified in the relevant Order;

"**Service Guarantee**" means the service guarantee located at http://kb.vorboss.net/KB15050701 as updated from time to time;

"**Services**" has the meaning given in the relevant Order;

"**Term**" means the term of each Order as set out in the relevant Order;

"**Vorboss Group**" means Vorboss and its Affiliates;

"**Vorboss IPR**" means IPR owned by Vorboss; and

1.3 In construing this Agreement and each Order, unless otherwise expressly specified:

(A) headings and titles are for convenience only and do not affect the interpretation of this Agreement;

(B) any words following the words "**include**" or "**including**" shall be interpreted without limitation to the generality of the preceding words;

(C) any reference to a "**day**" (including within the phrase "**Working Day**") shall mean a period of 24 hours running from midnight to midnight;

(D) references to a "**month**" are to a calendar month; and

(E) references to times are to London (England) times (including as changed to account for daylight saving time), except where expressly stated to the contrary.

2. SERVICES

2.1 In consideration for the Buyer's payment of the Charges, Vorboss shall provide the Services in accordance with the provisions of the Agreements and the Service Guarantee from the relevant Service Commencement Date.

2.2 Vorboss staff must provide the Services in accordance with section 4 of the Call-Off Contract.

3. CHARGES

3.1 The Buyer shall pay Vorboss the Charges as per section 7 of the Call-Off Contract.

3.2 If the Buyer fails to pay any Charges by the due date, interest will be payable as per clause 7.10 of the Call-Off Contract.

3.3 All sums payable under the Agreements are expressed exclusive of VAT and any other applicable taxes, duties and withholding taxes, which are payable by the Buyer at the rate and in the manner prescribed by law.

3.4 The Buyer acknowledges that the Services and the Charges have been agreed on the basis of information and documentation supplied by the Buyer in the Agreements. If any such information or documentation are wrong or misleading, Vorboss shall be entitled (acting reasonably and in consultation with the Buyer) to make adjustments to the content of the Services and/or the Charges.

3.5 Vorboss's rights to suspend or terminate the agreement in relation to unpaid amounts are set out in Clauses 8.1(A) and 7.3, respectively.

4. CUSTOMER OBLIGATIONS

4.1 The Buyer shall not use or attempt to use the Services fraudulently, or for committing any other illegal or unlawful act.

4.2 The Buyer shall cooperate at its cost to investigate any alleged use of the Services, by Buyer or its end users, that would breach Clause 4.1.

5. IPR AND BUYER CONTENT

5.1 IPRs are governed by clauses 8.55 to 8.56 of the Framework Agreement and section 11 of the Call-Off Contract.

5.2 The Buyer hereby grants (and shall procure the grant of) to Vorboss a royalty-free, non-exclusive, irrevocable (other than in accordance with Clause 7), non-transferable licence to use the Buyer IPR and the Buyer Content for the Term solely to the extent necessary to provide the Buyer with Services in accordance with the Agreements.

5.3 The Buyer shall indemnify Vorboss and keep Vorboss fully and effectively indemnified in connection with any claim by a third party: (i) of alleged or actual infringement of that third party's IPR arising out of or in connection with the use by Vorboss in

accordance with the Agreements of any IPR (including the Buyer IPR) provided by the Buyer pursuant to the Agreements or any Buyer Content; and (ii) relating to the Buyer's use of the Services or anything else provided under the Agreements.

5.4 The Buyer shall ensure that the Buyer Content, and the use of anything provided under the Agreements by the Buyer, its employees, agents and representatives, will not violate any applicable law. The Buyer acknowledges that it is solely responsible for the Buyer Content, including providing appropriate security, protection and backup of the Buyer Content.

6. LIMITATION OF LIABILITY

6.1 Limitation of liability is governed by clauses 4.2 to 4.9 and section 24 of the Call-Off Contract.

7. TERM AND TERMINATION

7.1 Each Order shall come into force on the date of signature of the relevant Order by both Parties and shall continue in force for the Term of that Order, unless terminated earlier in accordance with its terms. These Supplier Terms, and any terms agreed in the Call-Off Contract, shall apply so long as any Order is in force.

7.2 Either Party may terminate any Call-Off Contract in accordance with clause 18.5 of the Call-Off Contract.

7.3 Vorboss may terminate a Call-Off Contract for failure to pay Outstanding Amounts in accordance with clause 18.6 of the Call-Off Contract.

7.4 Termination or expiry of any Order shall not affect the validity or duration of the Supplier Terms or any other Order.

7.5 The consequences of suspension, ending and expiry of a Call-Off Contract are set out in section 19 of the Call-Off Contract.

7.6 Termination or expiry of any or all of the Agreements shall be without prejudice to any provision which expressly or by implication is intended to survive termination or expiry, including the provisions of Clauses 1, 6, 7.5, this 7.6, 8 and 11.9.

8. SUSPENSION OF SERVICES

8.1 Vorboss may, at its sole discretion and without prejudice to any of its rights (including termination rights), suspend the provision of Services without liability (including under the Service Guarantee) in the event that:

(A) Buyer has not paid undisputed sums of money, in accordance with clause 7.10 of the Call-Off Contract; and/or

(B) Vorboss has reasonable grounds for suspecting that the Buyer is breaching Clause 4.1; and/or

(C) Vorboss has reasonable grounds for suspecting that there has been unauthorised access to the Buyer's network.

9. CONFIDENTIALITY

9.1 Confidentiality is governed by clauses 8.83 to 8.91 of the Framework Agreement.

10. FORCE MAJEURE

10.1 Force Majeure under the Agreements is governed by clauses 5.2 to 5.6 of the Framework Agreement and section 23 of the Call-Off Contract.

11. GENERAL

11.1 Transfer and subcontracting under the Agreements is governed by clauses 8.32 to 8.35 of the Framework Agreement.

11.2 The rights of third parties under the Agreements are governed by clauses 8.36 to 8.37 of the Framework Agreement. Notices are governed by clauses 8.63 and 8.64 of the Framework Agreement and section 20 of the Call-Off Contract. Any notice shall be deemed to have been duly given upon the earlier of actual receipt or as follows: (i) if delivered personally/by courier, upon obtaining signature of receipt of delivery; and (ii) if sent by email, as per the Framework Agreement or Call-Off Contract, as applicable.

11.3 Severability under the Agreements is governed by clauses 8.66 to 8.67 of the Framework Agreement.

11.4 Clause 8.4 of the Framework Agreement clarifies the relationship of the Parties under the Agreements.

11.5 Cumulative remedies under the Agreements is governed by clause 8.93 of the Framework Agreement.

11.6 Waiver under the Agreements is governed by clause 8.92 of the Framework Agreement.

11.7 The single or partial exercise of any right, power or remedy provided by law or under the Agreements shall not unless otherwise expressly stated preclude any other or further exercise of it or the exercise of any other right, power or remedy.

11.8 Save as otherwise provided in the Agreements, the provisions of the Agreements may not be varied except in writing and signed by an authorised representative of Vorboss and the Buyer. The variation process for a Call-Off Contract is governed by section 32 of the Call-Off Contract.

11.9 The Parties shall attempt to resolve any issue or dispute arising out of or relating to this Agreement or any Order ("**Dispute**") in accordance with clauses 8.38 to 8.41 of the Framework Agreement.

11.10 Any invoice dispute is governed by clause 7.11 of the Call-Off Contract.

11.11 Nothing in the Agreements shall prevent a Party from taking steps to preserve or enforce its rights (including by way of interlocutory or other interim or immediate relief in a court of competent jurisdiction).

11.12 The Entire Agreement position under the Agreements is governed by clauses 8.7 to 8.9 of the Framework Agreement.

11.13 The law and jurisdiction governing the Agreements and any disputes is set out in clause 8.10 of the Framework Agreement.