



itelligent-i G-Cloud 15 Terms and Conditions

Supplemental Supplier Terms (Lot 3: Cloud Support)

G-Cloud 15 (RM1557.15) — PSC-aligned Call-Off Contract

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Version: 1.0 (January 2026)

1. Purpose and Order of Precedence

1.1 These Supplemental Supplier Terms (“Supplemental Terms”) apply solely to Call-Off Contracts awarded under Crown Commercial Service (CCS) G-Cloud 15 (RM1557.15) for Lot 3 (Cloud Support).

1.2 The contractual order of precedence is: (a) the CCS GC15 Framework Agreement and PSC-aligned Call-Off Contract including the signed Order Form and all incorporated schedules/annexes; then (b) these Supplemental Terms. If there is any conflict, (a) prevails. Supplier Terms are supplemental only and do not alter the GC15 Call-Off or Order Form.

1.3 Order Form reference to SLA Schedule (supplemental only). The Parties may reference itelligent-i’s SLA Schedule for the selected Tier/Option in the GC15 Order Form. That schedule is supplemental only and does not override any GC15 Call-Off/PSC provisions; in any conflict, the GC15 Call-Off and Order Form prevail.

2. Definitions

2.1 “Framework” means CCS G-Cloud 15 (RM1557.15). “Buyer” means the contracting body placing the GC15 Order Form via the Public Procurement Gateway (PPG). “Order Form” means the GC15 Order Form issued under RM1557.15. “Service Description” means the itelligent-i Lot 3 service listing(s) referenced in the Order Form. “Buyer Data” means all data provided by or generated for the Buyer in connection with the Services.

3. Lot 3 (Cloud Support) Scope

3.1 Services comprise advisory, discovery, architecture/design, build, migration, optimisation, configuration and support for cloud-based data/analytics, including: data platform engineering; ELT/ETL pipelines; data transformations; Delta tables; semantic models; and Power BI modelling/reporting, Azure Data Services configuration (including Synapse and Fabric), and AI development. At the Buyers request services may also include related deployments of Data Governance, and Master Data Management solutions.

3.2 Any further, Buyer-specific scope, deliverables, milestones, or acceptance criteria will be documented in the Order Form or its referenced Statement(s) of Work.

3.3 Software procurement and licensing. itelligent-i provides configuration and implementation services only. Any third-party software or SaaS used in our deployments (for example, data integration

tools, analytics platforms, cloud services) is procured directly by the Buyer under the Buyer's own licences/supplier agreements. itelligent-i does not resell or supply such software under this Lot. Supplier will configure Buyer-procured tools in accordance with the Service Description and the GC15 Order Form.

4. Delivery and Standards

4.1 itelligent-i will provide the Services with reasonable skill, care and diligence and in accordance with Good Industry Practice and the Service Description.

4.2 Supplier personnel will be suitably qualified/experienced; substitutions will be of equivalent calibre.

4.3 Where the Buyer requires onboarding plans, change control, and reporting cadences, these will be set in the Order Form/SOW and followed by the Supplier.

5. Buyer Responsibilities

5.1 The Buyer will provide timely access to relevant environments, data, SMEs, and decision-makers; confirm acceptance promptly; and fulfil any dependencies stated in the Order Form/SOW.

5.2 The Buyer remains responsible for policy/governance decisions, data classification, information security policies, and business sign-offs.

6. Deliverables and Acceptance

6.1 Deliverables and acceptance criteria will be defined in the Order Form/SOW (e.g., configuration baselines; data models; pipeline runbooks; dashboard acceptance; test evidence).

6.2 On submission for acceptance, the Buyer will (i) accept; (ii) reject with objective reasons; or (iii) request reasonable fixes within the agreed timeframe. Absent a response within the agreed period, deliverables are deemed accepted.

7. Service Levels (Lot 3)

7.0 Applicability & Selection via GC15 Order Form (Single Service Offer with Tiers)

This GC15 listing is a single service offer comprising multiple Service Tiers/Options. SLA commitments, availability targets, incident response/restoration, service credits and reporting vary by the Tier/Option selected in the Buyer's GC15 Order Form and the referenced Service Description. Only the metrics published for the selected Tier/Option become contractually binding. Where the Buyer does not select a Tier/Option that includes an SLA, itelligent-i will provide, at the Buyers request, reasonable time and materials quoted endeavours for support (progress updates and target response times) and no contractual SLA (including availability or service credits) applies. All SLA terms remain subject to the GC15 Call-Off and the PSC-aligned order of precedence.

7.1 Variants, Tiers and Metrics

(a) Each published Service Option/Variant/Tier has its own metrics (e.g., incident response/restoration targets, change windows, availability if applicable). The specific metrics that bind the parties are those associated with the selected Option/Variant/Tier stated in the Order Form.

(b) If the Buyer selects multiple options, the metrics for each option apply only to the scope of that option.

(c) Where time-and-materials advisory or engineering is purchased without a managed support option, itelligent-i will provide the cadence of updates set in the Order Form (e.g., weekly sprint review/RAID), but no availability/uptime SLA applies to professional services.

7.2 Measurement, Dependencies and Exclusions

(a) SLA measurement windows, planned maintenance and change freeze periods are as published for the selected Option and may be refined in the Order Form.

(b) SLA calculations exclude (i) Buyer-caused delays or access constraints; (ii) third-party outages or constraints outside Supplier's reasonable control (unless Supplier is the contracted prime for that dependency under the Order Form); (iii) Force Majeure; and (iv) any other exclusions permitted by the GC15 Call-Off.

7.3 Service Credits (where included)

(a) Service credits apply only where the selected Option/Variant/Tier includes a credit regime and then only as set out for that Option in the Order Form/Service Description.

(b) Credits are the sole and exclusive remedy for the specific SLA breach to which they relate, unless otherwise stated in the Order Form or required by law/GC15 Call-Off.

(c) Any cap on aggregate credits, and any earn-back or cure periods, are as stated for the selected Option.

7.4 Changes to SLAs

SLA terms can be added, removed or varied only by (i) selecting different Service Options/Variants/Tiers in a new or amended Order Form, or (ii) agreeing a GC15 variation per the Call-Off process. Supplier-side documents cannot materially change the service or override the GC15 order of precedence.

7.5 Reporting

itelligent-i will provide SLA reporting at the cadence published for the selected Option and will, on request, share underlying measurement data with the Buyer for audit/assurance.

7.6 Software/cloud uptime, maintenance and vendor support

Any software or cloud service availability/uptime, vendor maintenance windows, and vendor support SLAs are governed by the Buyer's agreements with the relevant software/cloud vendors. itelligent-i does not warrant or back-to-back vendor uptime/support; our obligations relate only to the professional services and configuration work described in this Call-Off and the Order Form.

8. Security and BCDR

8.1 Supplier will implement the technical/organisational security measures stated in the Service Description (e.g., encryption in transit/at rest, RBAC/least privilege, MFA, secure development, logging/monitoring, vulnerability management).

8.2 Business Continuity and Disaster Recovery (BCDR) services are provided per the Service Description and, where requested pre-award, aligned to the Buyer's BCDR plan subject to GC15 Call-Off.

8.3 Where the Buyer requires specific attestations (e.g., Cyber Essentials/Plus), Supplier will maintain and evidence them as claimed.

9. Data Protection (UK GDPR / DPA 2018)

9.1 The parties shall comply with the GC15 Call-Off's data protection schedule(s). Roles (Controller/Processor/Joint Controller) will be specified in the Order Form Annex(es).

9.2 As Processor (where applicable), Supplier will: process personal data only per documented Buyer instructions; implement appropriate measures; not appoint sub-processors without Buyer approval where required; assist with data subject rights, breach notifications and DPIAs; and ensure deletion/return at exit per the Order Form.

10. Intellectual Property Rights

10.1 Each party retains its Background IPR. Buyer Data (including datasets, models created from or trained with Buyer Data, dashboards and reports derived from Buyer Data) remains Buyer property.

10.2 Project-Specific IPR shall be governed by the Order Form. Where not otherwise specified, the Supplier grants the Buyer a perpetual, non-exclusive, royalty-free licence to use Deliverables to receive and enjoy the Services, including copies for operational, audit and continuity purposes.

10.3 Use of generic know-how, methods and skills developed during delivery is permitted provided no Confidential Information or Buyer Data is disclosed.

11. Charges and Payment

11.1 Charges and payment profile are as per the Order Form (e.g., T&M day rates; fixed-price milestones). Valid, undisputed invoices are payable within 30 days unless the Order Form states otherwise.

11.2 Interest on late payment is as provided under the GC15 Call-Off and the Late Payment of Commercial Debts (Interest) Act 1998; any LIBOR references are disappplied.

11.3 Set-off and recovery of sums due shall follow the GC15 Call-Off. Where Government Procurement Card (GPC) is permitted in the Order Form, any merchant fees are borne by Supplier and not recharged.

11.4 Software licensing and vendor charges. Supplier Charges exclude any third-party software/SaaS licence or subscription fees, usage/consumption charges, or vendor support fees for Buyer-selected tools and cloud services. Such fees are payable directly by the Buyer to the relevant vendor(s) under the Buyer's own agreements.

11.5 Invoicing boundary. For the avoidance of doubt, itelligent-i will not invoice for third-party software or cloud subscriptions under this Lot; invoices cover only the services performed by itelligent-i as described in the Order Form.

12. Liability

12.1 Liability limits/categories (including specific caps for Buyer Data loss/damage, property claims, and "all other defaults") shall be those set in the Order Form and GC15 Call-Off.

12.2 Nothing limits liabilities that are stated as unlimited in the GC15 Call-Off (e.g., fraud, death/personal injury, certain data protection liabilities as specified).

12.3 Subject to the GC15 Call-Off, neither party is liable for indirect or consequential loss (including pure economic loss or anticipated savings) except where mandated by the Order Form or law.

13. FOIA, Transparency, Audit and Access to Records

13.1 Nothing in these terms restricts Buyer rights under FOIA, transparency requirements, NAO/CCS audit or access to records as set out in the GC15 Call-Off.

14. Assignment, Sub-contracting and Change of Control

14.1 Assignment/novations/sub-contracting and change-of-control are governed by the GC15 Call-Off. Named subcontractors/sub-processors will be disclosed in the Order Form where required.

15. Suspension and Termination

15.1 Suspension or Ending of the Call-Off will only occur in the circumstances permitted under the GC15 Call-Off (including any conditions regarding undisputed sums). Supplier will not suspend Services for invoice disputes unless and until entitled to End the Call-Off under GC15 terms.

16. Confidentiality

16.1 Confidentiality obligations follow the GC15 Call-Off. Any additional NDA terms offered by Supplier are supplemental only.

17. Governing Law and Jurisdiction

17.1 England and Wales law and courts apply as per the GC15 Call-Off/PSC.

Appendix A — Onboarding and Change Control (Lot 3)

A1 Onboarding: kick-off; confirmation of scope/deliverables; access provisioning; environment readiness checklist; backlog/priorities; sprint ceremonies; reporting cadence.

A2 Change Control: written CRs, impact assessment (time/cost/risk), Buyer approval, Order Form/SOW variation per GC15 process.

Appendix B — Exit and Offboarding (Lot 3)

B1 Data export/hand-back in agreed formats; transfer of artefacts/runbooks; knowledge transfer/handover sessions; revocation of access; secure deletion certificates on request; optional shadow-support period.

Appendix C — Quality and Social Value

C1 Quality metrics: delivery on time/within cost, defect leakage, adoption of agreed standards, and user satisfaction surveys.

C2 Social Value: commitments stated in the Order Form (e.g., skills development, local SME engagement, carbon reduction activity) will be tracked and reported per GC15 requirements.

Appendix D — SLA Matrix (applies only when selected in the GC15 Order Form)

Please request support matrix from itelligent-i to understand the support service provision, difference and options relating to annual costs.