



Microsoft Copilot Studio Services

G-Cloud 15 — Terms & Conditions

Supplier: Inetum Digital Services UK Ltd

1. Applicability and precedence

These Terms & Conditions ("T&Cs") apply to Modern Workplace Services (the "Services") delivered by Inetum Digital Services UK Ltd ("Supplier") to the Buyer under the Crown Commercial Service (CCS) G-Cloud 15 Framework. They supplement and are subordinate to the Framework Agreement and the applicable Call-Off Contract. In the event of conflict, the Call-Off prevails, then the Framework, then these T&Cs.

2. Definitions

Capitalised terms have the meanings given in the Framework and Call-Off. In addition:

- "Modern Workplace" means Microsoft 365 workloads including, without limitation, Entra ID, Exchange Online, SharePoint, OneDrive, Teams, Viva, Intune, Defender for Office/Endpoint.
- "Copilot" means Microsoft 365 Copilot features and services surfaced across Microsoft 365 applications.
- "Deliverables" means artefacts produced by the Supplier (e.g., designs, configurations, policies, runbooks, documentation).
- "Environments" means Buyer Microsoft 365 tenant(s) and associated subscriptions and services.

3. Scope of Services

The Services may include advisory, design and configuration, migration, adoption and change, and managed operations for the Modern Workplace; and Copilot enablement (readiness, governance, data grounding, plugins via Copilot Studio), as detailed in the Service Definition and/or Call-Off/Statement of Work (SoW). No commitment is made beyond what is set out in the Call-Off/SoW.

4. Buyer responsibilities

- Provide timely access to Environments, subscriptions, domains/DNS, data sources and knowledgeable SMEs.
- Approve designs, releases and changes; perform UAT or business validation where required.
- Own end-user communications and change management; nominate service owners and data owners.
- Maintain Microsoft licences/capacity (e.g., Microsoft 365, Copilot, Intune) and required third-party subscriptions.
- Curate knowledge sources used for Copilot and accept human review obligations for AI outputs.

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5. Supplier responsibilities

- Deliver the Services with reasonable skill and care using appropriately skilled personnel.
- Operate agreed service management processes and SLAs; maintain runbooks, documentation and release notes.
- Comply with Buyer security and data protection policies when processing Buyer Data.
- Notify Buyer without undue delay of security incidents affecting the Services.

6. Service levels and maintenance

Service levels (response/restore targets, support hours) are defined in the Call-Off. Planned maintenance follows change control with agreed windows and rollback; emergency changes follow expedited approvals with post-implementation review.

7. Security, governance and data residency

- Services leverage Microsoft-hosted SaaS (no Supplier-managed infrastructure). Data residency follows the Buyer tenant region.
- Least-privilege access, MFA and Conditional Access; segregation of duties; activities logged in Microsoft 365 admin/audit centers.
- DLP, retention/labelling and information protection applied per Buyer configuration and Framework guidance.

8. Data protection (UK GDPR and DPA 2018)

For data processed within the Buyer's Microsoft tenant, Microsoft acts as processor and/or controller under its Online Services Terms. The Supplier acts as a data processor only to the extent it processes Buyer Personal Data in providing the Services and will:

- process Personal Data only on documented Buyer instructions;
- ensure confidentiality and appropriate technical and organisational measures;
- assist the Buyer with data subject requests and DPIAs as reasonably required;
- notify the Buyer of personal data breaches without undue delay;
- engage sub-processors only with appropriate contractual safeguards and Buyer visibility; and
- return or delete Personal Data at exit, subject to legal retention.

9. Responsible AI and acceptable use (Copilot)

- Supplier implements AI-safety controls (prompt guidance, testing, monitoring) and recommends human-in-the-loop validation.
- Buyer acknowledges model outputs may contain errors; Buyer retains responsibility for business decisions.
- Supplier will not use Buyer data to train AI models outside Buyer control; telemetry is limited to service operation.
- Buyer will not upload unlawful, classified or inappropriate content and will enforce user access controls.

10. Third-party software and open-source components

The Services may involve Microsoft and other third-party products subject to their licence terms. No third-party rights are granted by these T&Cs. Any open-source components are used in accordance with their licences; attribution provided on request.

11. Intellectual property rights (IPR)

- Buyer retains IPR in Buyer Materials and Deliverables excluding Supplier and third-party IPR.
- Supplier retains IPR in methods, templates and accelerators; grants Buyer a perpetual, royalty-free, non-exclusive licence to use such IPR solely to receive and use the Services and Deliverables.
- No rights are granted to Microsoft software beyond applicable Microsoft licences.

12. Charges and invoicing

Charges are as specified in the Call-Off/SoW and/or G-Cloud rate card. Unless stated otherwise, expenses are recharged in line with Buyer policy and Framework rules. Invoices are issued on milestones or time & materials as applicable and payable per Framework terms.

13. Change control

Scope, schedule or cost changes follow the agreed change control procedure under the Framework/Call-Off.

14. Personnel and vetting

Supplier personnel are suitably qualified and, where required, will meet BPSS or higher HMG standards via Buyer-approved routes. Buyer may reasonably refuse individuals for legitimate security or performance reasons.

15. Confidentiality

Each party will keep the other's Confidential Information confidential per the Framework provisions.

16. Warranties and disclaimers

Supplier warrants performance with reasonable skill and care. Except as expressly set out in the Framework/Call-Off, no other warranties are given. Generative AI outputs are probabilistic and provided "as is"; Buyer is responsible for review prior to reliance.

17. Liability

Liability is as stated in the Framework and Call-Off, including applicable caps and exclusions. Neither party excludes liability for death or personal injury caused by negligence, fraud, or other liability that cannot lawfully be limited.

18. Term and termination

Term is as set out in the Call-Off/SoW. Either party may terminate for material breach not remedied within ten (10) Business Days of notice, or as otherwise permitted by the Framework. On termination, Buyer pays for Services performed to date; Supplier will deliver work-in-progress in a usable form upon receipt of payment.

19. Exit and transition assistance

Supplier will provide exit support including knowledge transfer, artefact handover, evidence of access revocation, and export of configurations and data in Microsoft-supported formats. Fees for partially completed deliverables are calculated pro-rata unless agreed otherwise.

20. Sub-contracting

Supplier may use affiliates or sub-contractors, remaining responsible for their acts and omissions and ensuring they are bound by obligations equivalent to these T&Cs.

21. Anti-bribery, modern slavery and sanctions

Each party complies with applicable anti-bribery, corruption, modern slavery and sanctions laws and maintains appropriate policies and training.

22. Force majeure

Neither party is liable for delay or failure caused by events beyond reasonable control. The affected party will notify the other and use reasonable endeavours to mitigate.

23. Governing law and jurisdiction

These T&Cs are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to any mandatory Framework provisions.

24. Notices

Formal notices are served in accordance with the Framework/Call-Off. Operational communications may be via email or agreed tooling.

25. Entire agreement

These T&Cs, together with the Framework and Call-Off/SoW, constitute the entire agreement relating to the Services. If any provision is held invalid, the remainder continues in full force.