



Microsoft Cloud Software – Licensing & Enablement

G-Cloud 15 – Terms & Conditions, Lot 2

Supplier: Inetum Digital Services UK Ltd

Applies to: Microsoft Cloud Software – All Microsoft product families (Microsoft 365, Dynamics 365, Power Platform, Fabric/Power BI, Defender XDR & Sentinel (SaaS components), Entra ID, Intune, Viva, Project/Visio Online, Windows 365)

1. Applicability and precedence

These Terms & Conditions ("T&Cs") apply to Cloud Software ordered under G-Cloud Lot 2 and delivered within the Buyer's Microsoft tenant. They supplement the CCS Framework Agreement and the Call-Off Contract. In the event of conflict, the Call-Off prevails over these T&Cs, which prevail over any collateral documents.

2. Scope of services

The Cloud Software is provided by Microsoft under its product terms and online services terms. Inetum provides (as applicable per Call-Off): licence provisioning/assignment, activation, configuration templates/policy packs, and enablement artefacts. Optional Cloud Support (Lot 3) for operations is out of scope unless separately procured.

3. Supplier responsibilities

Inetum will: (a) provision licences or facilitate procurement as agreed; (b) perform activation and configuration enablement in the Buyer tenant; (c) maintain documentation and release notes for enablement artefacts; (d) apply secure engineering practices and log privileged actions; (e) provide service reporting and recommendations as specified in the Call-Off; and (f) coordinate Major Incident communications for enablement issues and deliver post-incident reviews where required.

4. Buyer responsibilities

The Buyer will: (a) provide timely access to personnel, environments, licences, data and approvals; (b) appoint a service owner/SPOC and participate in governance; (c) ensure third-party systems and data dependencies are available; (d) own business readiness, including end-user comms and local procedures; and (e) comply with Microsoft licensing terms, usage rights, and acceptable use policies.

5. Third-party services and licensing

Microsoft online services, features and SLAs are governed by Microsoft terms. Where premium connectors, ISV apps, or other third-party products are used, the respective vendor terms apply. Inetum does not grant any rights to third-party intellectual property and does not resell licences unless explicitly stated in the Call-Off.

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6. Intellectual Property Rights (IPR)

Each party retains ownership of its Background IPR. The Buyer owns IPR in Buyer-specific deliverables created by Inetum for enablement (e.g., policy configurations, documentation) excluding Supplier Background IPR and third-party IPR. Inetum grants the Buyer a perpetual, worldwide, royalty-free, non-exclusive, non-transferable licence to use Supplier Background IPR solely to receive and use the Cloud Software enablement deliverables and the Services. Nothing herein grants rights beyond the applicable Microsoft or third-party licence.

7. Data protection and confidentiality

The parties shall comply with applicable Data Protection Legislation. Buyer Data remains the property of the Buyer and resides in the Buyer's Microsoft tenant. Where Inetum processes personal data on Buyer's documented instructions (e.g., for support), Inetum acts as Processor and will implement appropriate technical and organisational measures and flow down obligations to sub-processors approved per the Call-Off. Confidential Information will be protected and used only for providing the Services.

8. Security and personnel screening

Inetum operates an information security framework based on least privilege, MFA, RBAC/PIM, segregation of duties, secure pipelines, and audited privileged actions. Personnel with access to Buyer environments are screened to BPSS-aligned baseline; where the Call-Off requires higher UK HMG clearance (e.g., SC/DV/NPPV), access is withheld until clearance is confirmed. Inetum maintains Cyber Essentials in line with framework requirements.

9. Service levels and maintenance windows (enablement)

Microsoft provides platform service levels under its online services SLAs. Inetum will provide acknowledgement/engagement targets for enablement issues as set out in the Service Definition and the Call-Off. Production-affecting configuration updates are performed during agreed windows and subject to change control as required by the Buyer.

10. Support channels and ticketing

Incidents and requests are raised via the agreed portal or email/phone. Priorities, status and SLA targets are visible to the Buyer. Where enabled, a Virtual Agent/chat can be used for triage. Major Incidents follow a documented procedure with stakeholder communications and PIR for P1 enablement issues.

11. Change control

Changes to scope, timelines, assumptions or service windows are managed via the Framework change process and priced using the commercial terms in the Call-Off. Material configuration changes to the Buyer tenant require Buyer approval.

12. Charges and invoicing

Charges may be subscription/licence pass-through, bundled enablement subscriptions, or time-and-materials, as stated in the Call-Off. Expenses (if applicable) are pre-approved and invoiced per the Call-Off. Invoices are payable in accordance with the Framework and Call-Off terms.

13. Sub-contracting

Inetum may use Affiliates or approved sub-contractors in accordance with the Framework and the Call-Off and remains responsible for their acts and omissions. Sub-processors handling personal data will be listed or notified per the DPA obligations.

14. Insurance

Inetum maintains insurance coverage consistent with Framework requirements and provides evidence upon reasonable request.

15. Liability

Liability is as set out in the Framework Agreement and the Call-Off Contract. Nothing in these T&Cs limits liability that cannot lawfully be limited.

16. Accessibility and equalities

Inetum supports accessibility best practices and provides materials in accessible formats upon request. Inetum adheres to applicable equality, diversity and anti-slavery obligations and will support the Buyer's Public Sector Equality Duty where relevant.

17. Exit management

On expiry or termination, Inetum provides reasonable assistance to transfer the Services to the Buyer or a replacement supplier. Handover includes configuration documentation, policy pack versions, assignment inventories and runbooks, and removal of Inetum access, as set out in the Exit Plan or Call-Off. Buyer Data is returned or deleted as instructed, subject to legal retention requirements.

18. Force majeure and notices

As specified in the Framework Agreement and the Call-Off Contract. Notices are served in accordance with the Call-Off provisions.

19. Governing law and jurisdiction

As specified in the Framework Agreement and the Call-Off Contract.

20. Annex A – Definitions

Background IPR: IPR owned or controlled by a party prior to or independent of the Services.

Buyer Data: Data (including personal data) supplied or made available by the Buyer in connection with the Services.

Deliverables: Outputs and materials produced under the Services, excluding third-party software.

Enablement artefacts: Configuration templates, policy packs, runbooks and documentation provided by Inetum to help operate Microsoft online services in the Buyer tenant.

Call-Off: The G-Cloud order form and associated schedules between the Buyer and the Supplier.