



Terms & Conditions document

**G-Cloud 15 Data & AI
Implementation services**

Terms and Conditions (Inetum Digital Services UK Ltd)

The G-Cloud 15 terms set out in the Framework Agreement and Statement of Work apply. In addition, where the Buyer purchases Data & AI Services from Inetum Digital Services UK Ltd (the Supplier), the terms below apply.

1. Scope of Services

1. Services may include discovery, design, build, configuration, integration, migration, engineering, testing, deployment, optimisation, knowledge transfer, and operational support for:
 - Data platforms (including Microsoft Fabric and Databricks)
 - Data integration and orchestration
 - Data governance and quality
 - Analytics, reporting, semantic modelling
 - AI and machine learning solutions (including Azure AI services)
2. Deliverables and acceptance criteria will be defined in the Statement of Work.

2. Cloud Platforms and Third-Party Services

1. The Buyer is responsible for procuring and maintaining the relevant cloud subscriptions, licences, and support plans (for example Microsoft Azure, Microsoft Fabric, Databricks, and any third-party tools), unless explicitly stated otherwise in the Statement of Work.
2. Platform availability, resilience, and underlying service credits are governed by the cloud provider's terms and SLAs. The Supplier can support escalation and incident coordination where agreed.

3. Data Protection and Confidentiality

1. Each party will comply with applicable data protection laws and confidentiality obligations set out in the Framework and Statement of Work.
2. Where the Supplier processes personal data on behalf of the Buyer, this will be governed by the applicable data processing terms under the Statement of Work.

4. Security and Operational Controls

1. Security controls and responsibilities will be defined in the Statement of Work, including identity and access management, logging and monitoring, encryption, and vulnerability management.

2. The Buyer remains responsible for security configuration decisions in its own tenant/subscription unless the Statement of Work assigns those tasks to the Supplier.
3. The Supplier will follow documented change control and release processes aligned to the engagement scope.

5. Assumptions and Dependencies

1. Delivery timelines and outcomes depend on timely access, decisions, and inputs from the Buyer and relevant third parties.
2. Any material changes to scope, architecture, data sources, volumes, security requirements, or non-functional requirements may require a change request and may impact costs and timelines.

6. Warranties and Liability

1. Warranties and liability are governed by the Framework Agreement and Statement of Work. Nothing in these terms expands liability beyond those documents.

7. Intellectual Property Rights

1. The Buyer owns all Deliverables created specifically for the Buyer under the Statement of Work, including all intellectual property rights in those Deliverables, once fees due are paid.
2. The Supplier retains ownership of its pre-existing materials, tools, methods, accelerators, templates, code libraries, and know-how used to deliver the Services .
3. The Supplier grants the Buyer a perpetual, worldwide, royalty-free licence to use any Supplier Background IPR included in the Deliverables as required to use the Deliverables for the Buyer's internal business purposes.
4. The Supplier may reuse its Supplier Background IPR and general learnings from delivering the Services for other clients, provided the Supplier does not disclose the Buyer's confidential information or personal data.

8. Exit and Handover

1. On contract end, the Supplier will support handover as described in the Statement of Work, including documentation, knowledge transfer, and removal of Supplier access (where applicable).
2. The Buyer controls its data within its tenant/subscription. The Supplier will not retain Buyer data beyond the contract term except where required by law or expressly agreed in writing.