



Microsoft Azure Implementation Services

G-Cloud 15 — Terms & Conditions

Supplier: Inetum Digital Services UK Ltd

1. Applicability

These Terms & Conditions ("T&Cs") apply to Microsoft Azure Implementation Services (the "Services") provided by Inetum Digital Services UK Ltd ("Supplier") to the Buyer via the Crown Commercial Service G-Cloud 15 Framework. They are supplemental to and shall be interpreted in accordance with the Framework Agreement and the applicable Call-Off Contract. In the event of conflict, the Call-Off Contract prevails.

2. Scope of Services

The Services may include discovery and readiness, landing-zone design and build, migration and modernisation, security and governance, DevOps/IaC automation, and FinOps cost optimisation, as further described in the Service Definition and the Statement of Work (SoW). Deliverables, timelines, acceptance criteria and service levels are defined in the Call-Off and/or SoW.

3. Buyer Responsibilities

- Provide timely access to personnel, environments, subscriptions, and approvals;
- Hold the relevant Microsoft Azure subscriptions/licences unless otherwise agreed;
- Operate change control for in-tenant changes and maintain mandatory policies;
- Ensure third-party dependencies and required data are available to meet dates.

4. Third-party Software and Cloud Services

Where the Services involve Microsoft Azure or other third-party products/services, the Buyer's use is subject to the third-party terms. No rights are granted under these T&Cs to third-party intellectual property. The Supplier does not resell or grant licences unless expressly stated in the Call-Off.

inetum.com

Classification: external document
Version 1.0 | 21 January 2026

5. Intellectual Property Rights (IPR)

Each party retains ownership of its pre-existing IPR. The Buyer owns IPR in the Deliverables developed specifically for the Buyer under the Call-Off, excluding Supplier Background IPR and third-party IPR. The Supplier grants the Buyer a perpetual, worldwide, royalty-free, non-exclusive, non-transferable licence to use Supplier Background IPR solely to receive and use the Deliverables and the Services. Nothing in these T&Cs grants rights to third-party IPR beyond the applicable third-party licence.

6. Data Protection & Confidentiality

Both parties shall comply with applicable Data Protection Legislation. Buyer Data remains the property of the Buyer. The Supplier will process personal data only as a processor on documented instructions from the Buyer, implement appropriate technical and organisational measures, and flow down obligations to approved sub-processors. Confidential Information shall be protected and used only for the purposes of the Services.

7. Security & Personnel Screening

The Supplier operates an information security management framework and will apply least-privilege access, MFA and secure engineering practices. Personnel accessing Buyer environments are subject to BPSS-aligned screening as baseline; where the Call-Off requires higher HMG clearance, the Buyer's vetting route applies and access will not be granted until clearance is confirmed. The Supplier maintains Cyber Essentials certification per framework requirements.

8. Service Levels and Warranties

Service levels (including response and engagement times) will be as agreed in the Call-Off/SoW. The Supplier warrants that Services shall be performed with reasonable skill and care by appropriately qualified personnel. Except as expressly stated, all other warranties are excluded to the extent permitted by law.

9. Change Control

Changes to scope, timelines or assumptions will be managed through the Framework change control procedure and priced using the agreed rate card or as otherwise set out in the Call-Off.

10. Charges and Invoicing

Charges will be Time-and-Materials using the G-Cloud rate card (SFIA-mapped) or fixed-price as stated in the Call-Off. Expenses (if applicable) shall be pre-approved and invoiced in line with the Call-Off. Invoices are payable in accordance with the Framework and Call-Off terms.

11. Liability

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

12. Insurance

The Supplier shall maintain insurance coverage consistent with the Framework requirements and provide evidence upon reasonable request.

13. Sub-contracting

The Supplier may use Affiliates or approved sub-contractors in accordance with the Framework and Call-Off. The Supplier remains responsible for their acts and omissions.

14. Accessibility and Equalities

The Supplier supports accessibility best practices and will provide project materials in accessible formats when requested. The Supplier adheres to applicable equality, diversity and anti-slavery obligations.

15. Exit Management

On expiry or termination, the Supplier will provide reasonable assistance to transfer the Services to the Buyer or a replacement supplier, including handover of artefacts and removal of access, as set out in the Exit Plan or Call-Off. Buyer data will be returned or deleted as instructed, subject to legal retention requirements.

16. Force Majeure and Notices

Force majeure and notice provisions shall be as per the Framework and Call-Off.

17. Governing Law and Jurisdiction

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

18. Annex A – Definitions

- "Background IPR": IPR owned or controlled by a party prior to or independently of the Services;
- "Buyer Data": data (including personal data) supplied or made available by the Buyer;
- "Deliverables": outputs and materials produced under the Services;
- "SoW": a Statement of Work under the Call-Off setting out scope, deliverables and milestones.