



# Microsoft Azure Support Services

## G-Cloud 15 — Terms & Conditions

**Supplier: Inetum Digital Services UK Ltd**

## 1. Applicability and precedence

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

## 2. Scope of Services

Managed cloud support for Microsoft Azure, including monitoring and alerting, incident/request/change management, platform governance and policy-as-code, security operations (hardening, patching, vulnerability triage), backup/restore and disaster recovery operations, FinOps cost management, Site Reliability Engineering (SRE) improvements, and service management with a named Platform Manager/Technical Account Manager (TAM). The exact scope, deliverables and service windows are defined in the Service Definition and the Call-Off/Statement of Work (SoW).

## 3. Supplier responsibilities

- Operate agreed support processes and SLAs; maintain runbooks and operational documentation.
- Use least-privilege access, MFA, and secure engineering practices; log privileged activities.
- Provide service reporting and continual improvement recommendations.
- Coordinate Major Incident communications and post-incident reviews.

## 4. Buyer responsibilities

- Provide timely access to personnel, subscriptions/tenants, networks and approvals.
- Maintain required Microsoft Azure subscriptions/licences unless otherwise agreed.
- Operate governance decisions (e.g., risk acceptance) and appoint a service owner/SPOC.
- Ensure third-party dependencies and required data are available to meet dates.

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Classification: external document  
Version 1.0 | 21 January 2026

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## 5. 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 relevant third-party terms. No rights are granted under these T&Cs to third-party IPR. The Supplier does not resell or grant licences unless expressly stated in the Call-Off.

## 6. Intellectual Property Rights (IPR)

Each party retains ownership of its Background IPR. The Buyer owns IPR in Deliverables developed specifically for the Buyer under the Call-Off (e.g., runbooks, as-built docs, configurations exported as code), 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 herein grants rights to third-party IPR beyond the applicable licence.

## 7. Data protection and confidentiality

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

## 8. Security and personnel screening

The Supplier operates an information security management framework and will apply Zero-Trust controls (MFA, RBAC/PIM, segmentation, JIT) and secure change practices. Personnel accessing Buyer environments are subject to **\*\*BPSS-aligned\*\*** screening as baseline; where the Call-Off requires higher UK HMG clearance (e.g., SC/DV/NPPV), the Buyer's vetting route applies and access will not be granted until clearance is confirmed. The Supplier maintains **\*\*Cyber Essentials\*\*** in line with framework requirements.

## 9. Service levels, incidents and maintenance windows

Service levels (response and engineering engagement) and coverage windows (Business Hours or 24x7 for P1/P2) are as set out in the Service Definition and Call-Off. Major Incidents will be managed under a documented procedure with stakeholder communications and post-incident review. Production changes follow agreed maintenance windows and change control.

## **10. Support channels and ticketing**

Incidents and requests are raised via the agreed online ticketing portal (e.g., ServiceNow or Jira Service Management) or email; where enabled, web chat/Virtual Agent may be used. Priority, status and SLAs are visible to the Buyer.

## **11. Change control**

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

## **12. Charges and invoicing**

Charges will be Time-and-Materials using the SFIA-mapped G-Cloud rate card or fixed monthly bundles 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**

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. Insurance**

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

## **15. 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.

## **16. Accessibility and equalities**

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

## 17. 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 (runbooks, as-built, configurations, IaC/pipelines) 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.

## 18. Force majeure and notices

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

## 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;
- "Deliverables": outputs and materials produced under the Services;
- "SoW": Statement of Work setting out scope, deliverables, milestones, assumptions.