



Microsoft Dynamics365 Implementation & 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 Dynamics 365 Implementation & 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 case of conflict, the Call-Off prevails.

2. Scope of Services

End-to-end Dynamics 365 implementation (discovery, design, configuration, integrations, data migration, testing, change management, go-live, hypercare) and managed application support at L2/L3 (engineering, architecture, enhancements, defect fixes, performance tuning, DevOps/ALM). The exact scope, deliverables, service windows and milestones are defined in the Service Definition and the Call-Off/Statement of Work (SoW).

3. Supplier responsibilities

- Operate agreed delivery and support processes; maintain runbooks, release notes and documentation.
- Govern "One Version" cadence (where applicable), regression testing and release planning.
- Apply secure engineering practices; log privileged activities; maintain audit trails where supported.
- Provide service reporting, risk/issues management and continual improvement recommendations.
- Coordinate Major Incident communications and post-incident reviews.

4. Buyer responsibilities

- Provide timely access to personnel, environments, licences, data and approvals.
- Appoint a service owner/SPOC; participate in governance and change approvals.
- Ensure third-party systems and data dependencies are available to meet dates.
- Own business readiness, including end-user acceptance and local procedures.

5. Third-party software and cloud services

Dynamics 365 and Microsoft online services are governed by Microsoft terms. No rights to third-party intellectual property are granted under these T&Cs. 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., configurations exported as solutions, custom code, runbooks, as-built documents), 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 beyond the applicable 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. The Supplier acts as processor when handling personal data on documented Buyer instructions, implements appropriate technical and organisational measures, and flows down obligations to approved sub-processors. Confidential Information is protected and used only for the purposes of the Services.

8. Security and personnel screening

The Supplier operates an information security framework applying least-privilege access, MFA, RBAC/PIM, change controls and secure pipelines. Personnel accessing Buyer environments are subject to BPSS-aligned screening as baseline; where higher UK HMG clearance (e.g., SC/DV/NPPV) is required by the Call-Off, the Buyer's vetting route applies and access is withheld until clearance is confirmed. The Supplier maintains Cyber Essentials per framework.

9. Service levels, incidents and maintenance windows

Service levels (response and engineering engagement) and coverage windows (Business Hours as standard; optional 24x7 for P1/P2) are as set out in the Service Definition and Call-Off. Major Incidents follow a documented procedure with stakeholder communications and PIR. Production changes follow agreed maintenance windows and change control, taking into account Microsoft "One Version" schedules.

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 are managed via the Framework change process and priced using the agreed rate card or as set out in the Call-Off.

12. Charges and invoicing

Charges may be Time-and-Materials (SFIA-mapped rate card) or fixed-price/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 and remains responsible for their acts and omissions.

14. Insurance

The Supplier 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

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

17. Exit management

On expiry or termination, the Supplier provides reasonable assistance to transfer the Services to the Buyer or a replacement supplier, including handover of artefacts (solutions, configurations, runbooks, as-built, pipelines) and removal of 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.

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.