



Microsoft PowerPlatform Services

G-Cloud 15 — Terms & Conditions

Supplier: Inetum Digital Services UK Ltd

1. Applicability and precedence

These Terms & Conditions ("T&Cs") apply to Microsoft Power Platform Services (the "Services") provided by Inetum Digital Services UK Ltd ("Supplier") to the Buyer under the Crown Commercial Service G-Cloud 15 Framework. They supplement the Framework Agreement and Call-Off Contract. If there is a conflict, the Call-Off prevails.

2. Scope of Services

Design, build and managed support for Microsoft Power Platform including Center of Excellence (CoE) setup, governance and DLP policies, solution design, app/automation/chatbot development, data and analytics, DevOps/ALM, adoption and training, and support at Platform Administration & Enablement, L2 Engineering, and L3 Architecture & ALM. Exact scope, deliverables, milestones and service windows are defined in the Service Definition and the Call-Off/SoW.

3. Supplier responsibilities

- Operate agreed delivery/support processes and SLAs; maintain runbooks, documentation and release notes.
- Implement and govern CoE, environment strategy, DLP policies, auditing and monitoring as agreed.
- Apply secure engineering practices; log privileged actions; maintain change and deployment records.
- Provide service reporting, risk/issues management and continual improvement recommendations.
- Coordinate Major Incident communications and post-incident reviews (PIRs).

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, training rollout and local procedures.

5. Third-party services and licensing

Power Platform and Microsoft online services are governed by Microsoft terms. Use of premium connectors, Azure services, or other third-party products is subject to the respective vendor terms. No rights to third-party intellectual property are granted under these T&Cs. The Supplier does not resell or grant licences unless 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 Deliverables developed specifically for the Buyer (e.g., solution packages, components, configurations, runbooks, as-built docs), 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. When processing personal data on the Buyer's documented instructions, the Supplier acts as processor, implements appropriate technical and organisational measures, and flows down obligations to approved sub-processors. Confidential Information will be protected and used only for providing the Services.

8. Security and personnel screening

The Supplier operates an information security framework applying least-privilege access, MFA, RBAC/PIM, DLP policies, segregation of duties, and secure pipelines. 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 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, including controls for solution and connector updates.

10. Support channels and ticketing

Incidents and requests are raised via the agreed 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 commercial terms in the Call-Off.

12. Charges and invoicing

Charges may be Time-and-Materials 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 (solution packages, components, configurations, runbooks, as-built documentation, 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.