

KLYRA SOFTWARE SERVICES

Terms and Conditions

G-Cloud 15

Last updated: January 2026

These Terms and Conditions apply to all G-Cloud services supplied by OfficeLabs Ltd that are based on Klyra software, including Klyra Shield and Klyra Sovereign.

1. Parties

This Agreement is made between:

Supplier: OfficeLabs Ltd, Queensgate House, 48 Queen Street, Exeter, Devon, EX4 3SR, United Kingdom.

Buyer: The contracting public sector body purchasing the service via the Digital Marketplace.

OfficeLabs acts as an authorised reseller and support provider for Klyra software products.

2. Service Description

The services are cloud-based or on-premise software services that provide AI governance, policy management, and compliance capabilities, as described in the applicable G-Cloud service listing.

The Buyer's use of the service is subject to these Terms and Conditions and the scope defined in the relevant service description and pricing document.

3. Licence and Use

The Buyer is granted a non-exclusive, non-transferable, non-sublicensable right to access and use the service for its internal business purposes during the contract term. The service is licensed, not sold.

The service includes software products provided by Klyra Labs Ltd. Use of the software is subject to Klyra's applicable terms and conditions, which govern ownership, licensing, and operation of the software. Where there is a conflict between the Klyra terms and these G-Cloud Terms and Conditions, these Terms and Conditions take precedence for the purposes of the Buyer contract.

The Buyer must not:

- (a) reverse engineer or attempt to derive source code from the software, except as permitted by law;
- (b) resell, sublicense, or provide the service to third parties without written consent;
- (c) use the service outside the agreed scope or licensed volumes.

4. Service Availability and Resilience

The service is delivered on an "as is" basis. No guaranteed uptime percentage or service credits are included as part of the standard offering unless explicitly stated in the service listing.

For Klyra Shield (cloud-hosted), availability depends on the underlying cloud hosting platform and internet connectivity.

For Klyra Sovereign (on-premise), the Buyer is responsible for providing and maintaining hardware that meets published specifications, including power, network connectivity, and physical security.

5. Support

Standard support is provided via email during UK business hours (Monday to Friday, 9am to 5pm, excluding public holidays). Support includes assistance with software configuration, troubleshooting, and general usage queries.

Support does not include training, custom development, or integration work unless separately agreed under a Cloud Support engagement.

6. Data Protection

Both parties will comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

For Klyra Shield, limited metadata is processed on behalf of the Buyer. Klyra Labs Ltd acts as a data processor for this data. A Data Processing Agreement is available on request.

For Klyra Sovereign, all Buyer data is processed on Buyer-controlled infrastructure. Klyra does not have access to Buyer data unless explicitly granted for support purposes.

7. Security

The service operates within an information security management framework appropriate to the deployment model.

Security measures include encrypted data in transit, role-based access control, and vulnerability management processes. For Klyra Sovereign deployments, the Buyer is responsible for physical and infrastructure security.

8. Confidentiality

Each party will keep confidential any information received from the other party that is marked as confidential or would reasonably be understood to be confidential.

Confidentiality obligations do not apply to information that is publicly available, already known to the receiving party, independently developed, or required to be disclosed by law. Confidentiality obligations survive termination of the contract for a period of three years.

9. Intellectual Property

All intellectual property rights in the software, including all updates, modifications, and derivative works, remain with Klyra Labs Ltd.

The Buyer retains all intellectual property rights in its own data. Nothing in this Agreement transfers ownership of intellectual property between the parties.

10. Warranties and Disclaimers

The service is provided "as is". Except as expressly stated in this Agreement, no warranties are given regarding uninterrupted operation, error-free performance, or fitness for the Buyer's specific requirements.

OfficeLabs and Klyra Labs Ltd warrant that the services will be provided with reasonable skill and care.

11. Limitation of Liability

Nothing in this Agreement limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability that cannot be excluded by law.

Subject to the above, the total aggregate liability arising under this Agreement is limited to the greater of: (a) the fees paid by the Buyer in the 12 months preceding the claim; or (b) £50,000.

Neither party is liable for indirect, special, or consequential losses, including loss of profits, revenue, data, goodwill, or anticipated savings.

12. Term and Termination

The contract term is as stated in the G-Cloud Order.

Either party may terminate:

- (a) by giving at least 30 days written notice, to take effect at the end of any paid subscription period;
- (b) immediately if the other party commits a material breach not remedied within 30 days of written notice;
- (c) immediately in the event of the other party's insolvency.

On termination, the Buyer's right to use the software ends immediately. The Buyer should export any required data before the termination date.

13. Exit and Data Return

The Buyer may request export of its data at any time during the contract. Data will be provided in standard formats (JSON, CSV, or PDF as applicable) at no additional charge.

For Klyra Sovereign, all Buyer data remains on Buyer-controlled infrastructure throughout the contract and after termination.

For Klyra Shield, metadata will be deleted from Klyra systems within 30 days of contract termination, unless retention is required by law. Reasonable assistance to export data is available for 30 days after termination, subject to applicable fees.

14. Governing Law

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction. The parties will attempt to resolve any dispute through good faith negotiation before referring the matter to the courts.

15. Precedence

In the event of conflict, the following order of precedence applies:

- (1) G-Cloud Call-Off Contract
- (2) G-Cloud Order Form
- (3) G-Cloud Service Description
- (4) These Terms and Conditions
- (5) Klyra Labs Ltd Terms and Conditions

— *End of Terms* —

OfficeLabs Ltd
Authorised Klyra Reseller and Support Provider