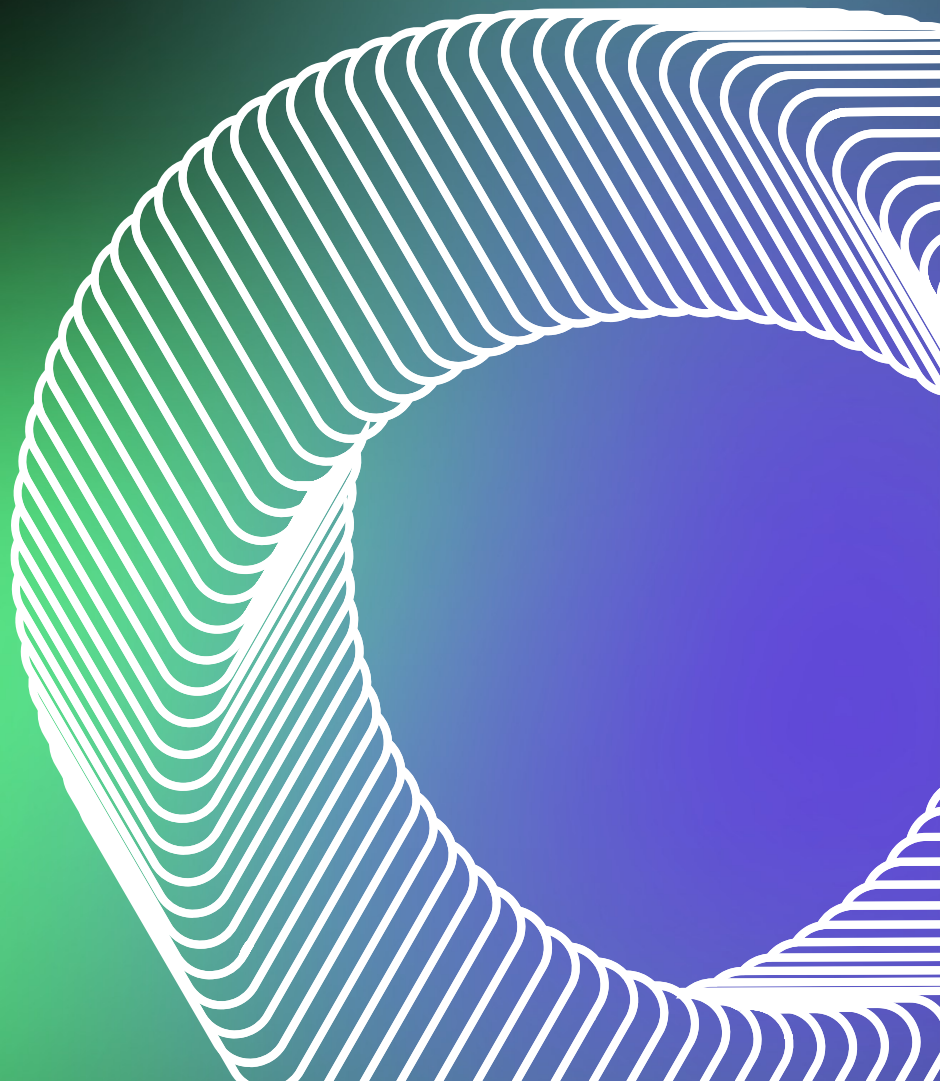




TERMS & CONDITIONS

*Digital Health Cloud
Transformation Services*

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1. Scope and Application

1.1 Framework Terms

These Terms and Conditions ("Cranmore Terms") supplement and are subject to the Crown Commercial Service (CCS) General Terms for G-Cloud Framework Agreement RM1557.15 ("Framework Terms"). In the event of any conflict between these Cranmore Terms and the Framework Terms, the Framework Terms shall prevail.

1.2 Contract Documents

Each Call-Off Contract comprises the following documents in order of precedence:

1. CCS General Terms (Framework Terms RM1557.15)
2. Call-Off Order Form
3. Applicable Call-Off Schedules
4. Cranmore Service Definition Document (Digital Health Cloud Transformation Services)
5. These Cranmore Terms and Conditions
6. Cranmore's Tender Response (if applicable)

2. Service Delivery

2.1 Professional Services

Cranmore shall provide Digital Health Cloud Transformation Services and ongoing support as specified in the Order Form or Statement of Work. All services shall be performed with reasonable skill and care in accordance with Good Industry Practice and applicable professional standards.

2.2 Performance Standards

Cranmore warrants that services will:

- Be performed in accordance with agreed Service Levels and specifications
- Comply with responsible development principles including fairness, transparency, and accountability
- Utilise personnel with appropriate qualifications, experience, and security clearances
- Follow ethical frameworks and bias mitigation strategies

These warranties are subject to Customer compliance with obligations in Section 5 (Customer Obligations).

2.3 Warranty Exclusions

Cranmore's warranties do not extend to performance issues arising from:

- Poor quality, incomplete, biased, or unrepresentative data provided by Customer
- Customer's failure to maintain infrastructure meeting system requirements
- Unauthorised modifications to components or configurations
- Inaccurate, incomplete, or misleading business process documentation
- Changes to underlying business processes without corresponding system updates
- Third-party service failures (cloud platforms, AI services, API providers)
- Customer's failure to implement recommended governance, oversight, or monitoring

3. Intellectual Property Rights

3.1 Customer Ownership

Customer owns all intellectual property rights in:

- Custom components, models, architecture designs that are unique and developed specifically for Customer's use cases
- Datasets provided by Customer or derived from Customer operations
- Strategy documents and business case materials created exclusively for the Customer and provided by Cranmore
- Custom workflows, configurations, and integration code specific to Customer
- Documentation, training materials, and operational procedures specific to Customer implementation

3.2 Cranmore Ownership

Cranmore retains all intellectual property rights in:

- Pre-existing methodologies, frameworks, and tools used in service delivery
- Generic implementation approaches and best practices
- Reusable code libraries, templates, and components
- Knowledge and experience gained during engagement (excluding Customer confidential information)

3.3 Third Party Components

Solutions may incorporate third-party components, services, and open-source libraries (non exhaustive). Customer is responsible for ensuring appropriate licensing for third-party components in production use. Cranmore ensures all components included are properly licensed and suitable for public sector deployment.

4. Data Protection and AI Ethics

4.1 Data Protection Roles

The parties' respective roles as Data Controller and Data Processor shall be agreed in writing before commencement and documented in accordance with Call-Off Schedules 9a through 9e. For AI implementations, particular attention paid to training data processing, model outputs, and automated decision-making under UK GDPR Article 22.

4.2 Automated Decision-Making

Where AI systems make or significantly influence decisions affecting individuals, Buyer retains ultimate responsibility for ensuring compliance with UK GDPR Article 22 including human oversight, transparency requirements, and rights to explanation. Cranmore will provide technical capabilities enabling Buyer to meet these obligations but Buyer remains accountable for decision outcomes.

5. Buyer Obligations

5.1 Information and Data Provision

Buyer shall:

- Provide accurate, complete business process documentation and requirements
- Provide high-quality training data meeting agreed specifications for volume, quality, and representativeness

- Ensure training data does not contain prohibited biases or discriminatory patterns
- Grant necessary access to systems, data sources, and subject matter experts
- Identify and prioritise AI use cases based on business value and feasibility
- Provide timely decisions at project gateway points
- Allocate resources for user acceptance testing and validation

6. Change Control

6.1 Scope Changes

Change requests must be submitted using Joint Schedule 2: Variation Form v1.0. Changes to initially agreed implementation scope may incur additional time and costs. Cranmore does not commit to performing work beyond initially agreed scope without written agreement.

7. Pricing and Payment

7.1 Fees

Buyer shall pay fees as specified in Order Form including:

- Discovery Phase fees (if required)
- Implementation project fees (fixed price or time and materials)
- Ongoing support and continuous improvement fees
- Additional services or enhancements

7.2 Payment Terms

- **Discovery** – Invoiced upon completion of Discovery deliverables
- **Implementation** – Invoiced monthly in arrears based on work completed
- **Payment Period** – 30 days from receipt of valid, undisputed invoice

7.3 Late Payment

Late payments accrue interest at statutory rate (8% per annum plus Bank of England base rate). Cranmore reserves right to suspend service delivery for non-payment exceeding 30 days following written notice.

8. Liability and Indemnity

8.1 Liability Cap

Subject to Section 8.2, Cranmore's total aggregate liability under each Contract shall be limited to the lesser of:

- Five million pounds (£5,000,000); or
- 125% of total fees paid or payable in the 12-month period immediately preceding the event

8.2 Unlimited Liability

Nothing limits or excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Breach of Data Protection Legislation
- Any other liability that cannot be limited by law

9. Termination

9.1 Termination for Convenience

Buyer may terminate by giving Cranmore not less than 90 days' written notice. Upon termination for convenience, Buyer shall pay all fees for services delivered plus reasonable committed and unavoidable costs. Buyer receives all deliverables completed to termination date including documentation, and intellectual property per Section 3.1.

9.2 Knowledge Transfer

Upon termination, Cranmore shall provide reasonable knowledge transfer ensuring Buyer can maintain and operate systems. Knowledge transfer includes documentation of models, configuration parameters, procedures, and operational support requirements.

10. General Provisions

10.1 Confidentiality

Each party shall keep confidential all Confidential Information. Confidentiality obligations regarding trade secrets continue in perpetuity; other information for five (5) years following termination.

10.2 Dispute Resolution

Disputes shall be resolved through escalation, mediation, and if necessary, the courts of Northern Ireland in accordance with Call-Off Schedule 21 (Northern Ireland Law).

10.3 Jurisdiction

These Terms are governed by the law of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction.