



TERMS & CONDITIONS

Mobile Agility

73 Church View, Hollywood,
BT18 9LN – United Kingdom
+44 (0)2890 394 431
info@cranmo.re



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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, the Framework Terms shall prevail.

1.2 Contract Documents

Each Call-Off Contract comprises 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 (Mobile Agility Low-Code Platform)
5. These Cranmore Terms and Conditions

2. Platform Licence

2.1 Grant of Licence

Subject to Buyer's compliance with these Terms and payment of applicable fees, Cranmore grants Buyer a non-exclusive, non-transferable licence during the Contract Period to use the Mobile Agility platform ("Platform") for Buyer's internal business purposes including deployment to mobile devices of Buyer's personnel.

2.2 Licence Models

Buyer may select from the following licensing models:

2.2.1 Unlimited User Enterprise Licence

Server licence of £25,000 per annum provides unlimited platform access for any number of mobile users within Buyer's organisation. This model is typically most cost-effective for mobile workforce deployments exceeding 40 users.

2.2.2 Per-User Licence

Named user licences at £650 per user per annum. Each licence permits one named individual to access mobile applications. User licences may be reassigned no more than once per quarter with written notice.

2.3 Mobile Application Deployment

Platform licence includes rights to:

- Deploy mobile applications to approved devices operated by licensed users
- Publish applications for use within the Buyer's network
- Install applications on corporate-owned or employee-owned (BYOD) mobile devices
- Integrate with Mobile Device Management (MDM) solutions for deployment and security

2.4 Permitted Use

Buyer may use Platform to:

- Design, develop, deploy, and operate mobile applications for Buyer's internal business purposes
- Create citizen-facing mobile services where such use serves Buyer's public sector functions
- Integrate Platform with Buyer's existing systems and data sources
- Operate applications offline on mobile devices with subsequent data synchronisation

2.5 Licence Restrictions

Buyer shall not:

- Sublicense, rent, lease, sell, or otherwise transfer Platform access to third parties
- Reverse engineer, decompile, or disassemble Platform
- Remove or alter proprietary notices
- Use Platform to develop competing mobile application platforms
- Distribute mobile applications developed on Platform to third parties for commercial purposes

3. Implementation Services

3.1 Professional Services

Cranmore shall provide professional services for mobile application design, development, testing, deployment, and training as specified in Order Form. All services performed with reasonable skill and care in accordance with Good Industry Practice.

3.2 Mobile-Specific Warranties

Cranmore warrants that mobile applications will:

- Function offline as specified with reliable data synchronisation
- Operate on specified mobile platforms (iOS, Android) and device models
- Meet WCAG 3 accessibility requirements where specified
- Comply with app store requirements for publication

3.3 Warranty Exclusions

Warranties do not extend to defects arising from:

- Mobile device hardware failures or operating system issues
- Inadequate mobile network coverage or connectivity issues
- Buyer's MDM policies preventing proper application operation
- Mobile operating system updates not tested during development
- Backend system unavailability or performance issues

4. Intellectual Property Rights

4.1 Platform Ownership

Cranmore retains all intellectual property rights in Mobile Agility platform including software code, frameworks, methodologies, and any improvements made during Buyer engagement. Buyer acquires no rights except express licence granted in Section 2.

4.2 Buyer Application Ownership

Buyer owns all intellectual property rights in:

- Mobile application business logic, workflows, and configurations
- Content, data, and materials within mobile applications
- User interface designs specific to Buyer applications

Mobile applications remain dependent on Platform and Buyer licence. Separation may not be technically feasible.

5. Buyer Obligations

5.1 Mobile Environment Responsibilities

Buyer shall:

- Provide necessary mobile devices or BYOD policies
- Maintain adequate mobile network connectivity for field operations
- Implement appropriate MDM policies where required
- Ensure mobile users receive adequate training on offline operation
- Maintain hosting infrastructure meeting Platform requirements

5.2 Discovery Phase Participation

Cranmore strongly recommends mobile projects commence with Discovery Phase to ensure optimal design for offline operation, device strategy, and user workflows. Discovery costs specified separately and provide foundation for accurate quotation.

6. Change Control

6.1 Scope Changes

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

7. Data Protection and Security

7.1 Data Protection Roles

Data processing roles agreed in writing before commencement and documented in Call-Off Schedule 9B. Where Cranmore processes Personal Data on behalf of Buyer, provisions of Call-Off Schedules 9a through 9e apply.

7.2 Mobile Data Security

Mobile Agility implements mobile-specific security measures:

- Device-level encryption for locally stored data
- Secure data transmission protocols
- Biometric authentication support
- Remote wipe capability for lost/stolen devices
- Certificate pinning preventing man-in-the-middle attacks

8. Pricing and Payment

8.1 Fees

Buyer shall pay fees as specified in Order Form including platform licences, implementation services, and support.

8.2 Payment Terms

- **Platform Licences** – Invoiced monthly in advance
- **Implementation Services** – Invoiced monthly in arrears
- **Payment Period** – 30 days from receipt of valid invoice

8.3 Late Payment

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

9. Liability and Indemnity

9.1 Liability Cap

Subject to Section 9.2, Cranmore's total aggregate liability under each Contract shall be limited to lesser of:

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

9.2 Unlimited Liability

Nothing limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Breach of Data Protection Legislation

10. Termination

10.1 Termination for Convenience

Buyer may terminate by giving 90 days' written notice. Upon termination for convenience, Buyer shall pay all fees for services delivered plus reasonable committed costs.

10.2 Effect of Termination

Upon termination, Buyer's platform licence ceases. Mobile applications may continue operating but without platform support or updates. Buyer must extract all data within notice period and remove applications from devices. Cranmore will delete Buyer data 30 days following termination.

11. General Provisions

11.1 Entire Agreement

The Contract constitutes entire agreement and supersedes all prior agreements, representations, or understandings.

11.2 Jurisdiction

These Terms governed by law of Northern Ireland. Courts of Northern Ireland have exclusive jurisdiction.
