

Terms and Conditions – Sheetloom Service

1. Definitions

In these Terms and Conditions: - **Service** means the Sheetloom software-as-a-service offering as described in the Service Definition. - **Customer** means the organisation purchasing or using the Service. - **Supplier** means Millersoft Ltd. - **Sheetloom** means the Sheetloom decision intelligence and spreadsheet automation platform. - **Service Levels** means any service levels, SLAs, or support commitments agreed in writing.

2. Scope of Service

2.1 The Supplier shall provide the Service in accordance with the Service Definition and these Terms and Conditions. 2.2 The Service provides automated generation of spreadsheets from customer-provided templates and data sources. It does not include data cleansing, data modelling, or bespoke software development unless expressly agreed in writing.

3. Customer Responsibilities

3.1 The Customer is responsible for the content, structure, and logic of spreadsheet templates provided to the Service. 3.2 The Customer is responsible for the accuracy, legality, and governance of data accessed by the Service. 3.3 The Customer shall ensure that authorised users comply with acceptable use, access control, and security requirements.

4. Intellectual Property

4.1 The Supplier retains all intellectual property rights in the Sheetloom platform. 4.2 The Customer retains ownership of all spreadsheet templates, data, and generated outputs. 4.3 No rights are transferred except as expressly stated in these Terms and Conditions.

5. Security and Compliance

5.1 The Supplier applies supplier-defined security controls aligned with UK Government Cloud Security Principles. 5.2 The Supplier does not warrant compliance with any specific accreditation unless explicitly agreed in writing. 5.3 The Customer remains responsible for ensuring the Service meets its internal assurance and compliance requirements.

6. Service Levels and Support

6.1 Service availability and support arrangements are defined in the Service Definition or contract schedule. 6.2 Where service credits apply, they are the Customer's sole and exclusive remedy for service level failures.

7. Change and Maintenance

7.1 The Supplier may make changes to the Service to maintain security, performance, or functionality.

7.2 Planned maintenance will be communicated to the Customer where reasonably practicable.

8. Data Protection

8.1 Each party shall comply with applicable data protection legislation, including UK GDPR. 8.2 Where personal data is processed, the Supplier acts as a data processor and processes data only on documented instructions from the Customer.

9. Confidentiality

9.1 Each party shall keep confidential information disclosed by the other party secure and confidential.

9.2 Confidentiality obligations survive termination of the Service.

10. Liability

10.1 Neither party excludes liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation. 10.2 Subject to clause 10.1, the Supplier's total liability in any contract year shall be capped at the total fees paid for the Service in that year. 10.3 The Supplier shall not be liable for indirect or consequential losses.

11. Term and Termination

11.1 These Terms apply for the duration of the Service agreement. 11.2 Either party may terminate for material breach subject to a reasonable remedy period. 11.3 On termination, the Supplier shall provide reasonable assistance with service exit and data export.

12. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control.

13. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.

14. Order of Precedence

In the event of conflict, the following order applies: (1) Call-off contract or order form, (2) Service Definition, (3) These Terms and Conditions.