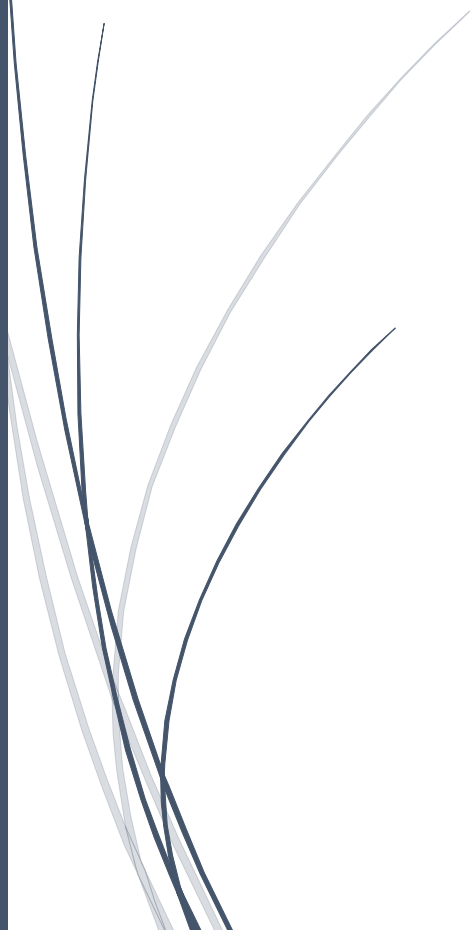




January 2026

G-Cloud 15 Service Terms and Conditions

Intelligent Transformation Limited



1. Contents

1. Terms and Conditions or Service.....	2
---	---

1. Terms and Conditions of Service

The Customer and the Supplier hereby agree to the following terms and conditions in connection with consulting services that the Supplier is providing to the Customer in relation to the G-Cloud 15 Services (the “Services”).

1. SERVICES. The working arrangements, including scope of the Services, Deliverables (as defined below), team composition and workplan, will be described by the parties in the completed Call-Off Contract Form. To ensure that the Services are completed within the agreed timeframe and budget, the Supplier will use reasonable efforts to fulfil its responsibilities on a timely basis. Similarly, the Supplier relies on the Customer’s timely cooperation, including the Customer making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Customer and notifying the Supplier of any issues or concerns the Customer may have relating to the Services. The parties will meet at mutually agreed times to discuss the progress of the Services and to exchange feedback. During the course of the Services, priorities may change, or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe, quality or budget. The supplier is responsible for maintaining reasonable continuity in personnel providing Services but reserves the right in its sole discretion to make changes from time to time.

2. COMPENSATION. The Customer shall compensate the Supplier for its professional Service fees and expenses in connection with the Services, as set out in the completed Call-Off Contract Form. The Supplier will invoice the Customer for professional Service fees and expenses in connection with the Services monthly or as otherwise set forth in the applicable Proposal or completed Order Form. All invoices are due and payable immediately on receipt. Should any invoice remain unpaid for more than 30 days after receipt, interest will accrue on the outstanding amount as set out in the G-Cloud Framework contract, calculated from the 31st day after receipt until the date of payment.

3. CONFIDENTIALITY. The parties may disclose confidential information in connection with the Services (“Confidential Information”). The parties will keep the Confidential Information strictly confidential. The parties will disclose Confidential Information only to its employees, associates and agents who have a need to know and are bound to keep it confidential and will use Confidential Information only for purposes of performing the Services. Each party shall not disclose the other party’s Confidential Information to any third party (including, but not limited to any other Crown bodies, Other Contracting Bodies, any consultant, contractor or other person engaged by the receiving party) without the prior written consent of the disclosing party. Confidential Information shall not include information that is or becomes publicly available, already known to the receiving party, independently acquired or developed by the receiving party or legally required to be disclosed. In performing the Services, the Supplier will use and rely primarily on the Confidential Information received from the Customer and on information available from public sources in performing the Services without having independently verified any of such information.

All documents containing the Customer’s Confidential Information disclosed to the Supplier in connection with the Services hereunder will, upon request or on expiry or termination of the Services, be returned to the Customer or destroyed by the Supplier, provided that the Supplier may retain a copy of any Deliverables and key documents for its records in accordance with its internal retention policies, subject to the obligation to keep such copies confidential in accordance with these terms and conditions.

4. NON-POACHING OF STAFF

Neither party will engage, employ or otherwise solicit for employment any person who during the previous 12 months was an employee, partner or sub-contractor of the other and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement.

5. INTELLECTUAL PROPERTY. Upon payment in full of the Supplier’s fees, the Customer will own all reports and deliverables prepared for and furnished to the Customer by the Supplier in connection with the Services (the “Deliverables”), save that the Supplier retains ownership of all concepts, know-

how, tools, frameworks, models and industry perspectives developed or enhanced outside of or in connection with the Services (the “Supplier Tools”), it being understood that none of the Supplier Tools will contain the Customer’s Confidential Information. To the extent the Deliverables include any Supplier Tools, the Supplier hereby grants the Customer a non-exclusive, non-transferable, worldwide, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables and for its internal use only.

6. LIABILITY AND INDEMNIFICATION. The Deliverables or minimum viable products (MVPs) are not intended as a substitute for financial, investment, legal, accounting or other professional advice, and the Supplier does not intend to replace the Customer’s management or other decision-making bodies. The Customer remains solely responsible for its decisions, actions, use of the Deliverables or MVPs and compliance with applicable laws, rules and regulations. The Supplier agrees to indemnify and hold the Customer harmless from and against all loss, liability, damage, cost, or expense (including reasonable attorney fees) (“Losses”) to the extent those Losses are determined by a final, non-appealable order or arbitral award to have resulted from the Supplier’s gross negligence or wilful misconduct in the performance of the Services. The Customer agrees to indemnify and hold the Supplier harmless from any Losses (including the costs of the Supplier’s professional time) relating to the Services (including any Losses asserted by the Customer, its agents or representatives, or third parties and any Losses sustained by the Supplier when participating in any legal, regulatory, or administrative proceeding relating to the Services), except to the extent those Losses are determined by a final, non-appealable order or arbitral award to have resulted from the Supplier’s gross negligence or wilful misconduct in the performance of the Services. Neither party will be liable for any lost profits or indirect, consequential, incidental, punitive or special damages. The Supplier’s liability under or in connection with this agreement shall be limited to the amount of its fees received by the Supplier from the Customer under these terms and conditions in the aggregate. This limit shall apply however that liability arises, including a liability arising by breach of contract, arising by tort or arising by breach of statutory duty provided that this agreement shall not exclude or limit the Supplier’s liability for death or personal injury caused by the Supplier’s negligence or the Supplier’s fraud or fraudulent misrepresentation.

7. TERM AND TERMINATION. Either party may terminate the Services at any time effective upon written notice to the other. In the event of any termination, the Customer will pay the Supplier's fees and expenses up to the effective date of termination.

8. FREEDOM OF INFORMATION ACT 2000 (FOIA). The Supplier recognises that the Customer is subject to obligations under FOIA and wishes to co-operate with the Customer in its discharging of those obligations. The Customer shall notify and consult with the Supplier prior to disclosing any proprietary materials or information provided by the Supplier in tendering for, discussing, performing under or otherwise in connection with the Services. The Customer acknowledges that such materials or information may be covered by exemptions from disclosure under the FOIA, including without limitation the exemptions for information provided in confidence, trade secrets, commercially sensitive information and personal data and acknowledges that disclosure of such materials or information may result in irreparable, unquantifiable and continuing damage to the Supplier.

9. AUDIT AND ACCESS. The Customer shall promptly notify the Supplier in writing of any issues or concerns it may have about the Supplier's compliance with the terms of the G-Cloud 15 Framework Contract, and the Supplier will use reasonable and diligent efforts to address such issues or concerns, including providing the Customer with such documents as may be reasonably necessary to confirm that the Supplier has satisfied its obligations under the G-Cloud 15 Framework Contract. Any information furnished in connection with this provision shall be kept confidential in accordance with these terms and conditions. The Customer acknowledges and agrees that the Supplier will not give the Customer access to: the Supplier's records or systems that do not relate to the Services; to the non-public areas of the Supplier's business premises; or to the extent that access would conflict with the Supplier's professional and contractual obligations to its other clients.

10. DATA. Personally sensitive information will be managed and disposed of in line with GDPR obligations by both parties. The parties agree that the Customer will not disclose or send to the Supplier any Customer Data or any Customer Personal Data. The Supplier will not need to receive or process any Customer Data or any Customer Personal Data as part of its data processing

activities to perform the Services. In case it is necessary for the Supplier to receive Customer Data or Customer Personal Data to perform the Services, the Customer will ask for the Supplier's prior consent before disclosing or sending such data to the Supplier.

11. MISCELLANEOUS. These terms and conditions and the G-Cloud 15 Framework Contract shall be governed by and construed in accordance with the laws of England and Wales without regard to conflicts of law principles and shall inure to the benefit of and be binding on the successors and assigns of the Customer and the Supplier. Neither party may assign its rights or obligations under the terms and conditions to any person or entity without the written consent of the other party, not to be unreasonably withheld, provided, however, that either party may assign its rights and obligations under this agreement to its affiliates upon reasonable written notice to the other party but without the written consent of the other party. Assignment shall not relieve either party of its obligations hereunder. The Supplier is an independent contractor and not the Customer's agent or fiduciary. Any purchase order, invoice or similar document issued by either party shall be for the issuing party's internal purposes only and, notwithstanding any course of dealings of the parties at any time or any statement to the contrary contained therein, no such purchase order, invoice or other similar document shall be construed to modify the terms and conditions. Rights and remedies provided in these terms and conditions are cumulative and not exclusive of any right or remedy provided at law or in equity. Any person (other than affiliates of the Supplier and any indemnified person pursuant to Section 6) who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any terms and conditions of this agreement, provided that this shall not affect any right or remedy of a third party which exists or is available apart from the Act.