

RISING TIDE



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G-Cloud 15 Framework Agreement

Rising Tide AI Ltd Terms of Business

January 2026

Rising Tide AI Ltd Terms of Business for Software as a Service (SaaS)

1. Definitions and Interpretation

- 1.1. The whole of the contract between the G-Cloud Buyer and Rising Tide AI Ltd (the "Supplier") is set out in the G-Cloud Call-Off Contract including the Order Form, and these Terms of Business (together the "Agreement"). For the purposes of the Agreement, services means any Ordered G-Cloud Services and/or Deliverables including any Additional Services (if any) set out in the Order Form (the "Services").
- 1.2. Unless expressly varied herein or in writing between the Parties, the definitions set out in these Terms of Business shall be interpreted in accordance with the defined terms in the G-Cloud Call-Off Contract and have the same meaning throughout these Terms of Business. These Terms of Business constitute Supplier Furnished Terms provided in accordance with Framework Schedule 6 of the G-Cloud 15 Framework Agreement.

2. Scope of Services

- 2.1. The Supplier shall, during the Term, provide the Services to the Buyer on and subject to the terms of the Agreement.
- 2.2. The Supplier shall at all times perform the Services with reasonable skill, care and diligence and will comply in all material respects with any agreed specification as set out in the Order Form.
- 2.3. The Buyer engages the Supplier and the Supplier agrees to provide the services as set out in the Order Form. The Services may include: (i) Design & Scoping Services (as defined in clause 3.1); and/or (ii) Implementation Services (as defined in clause 4.1); and/or (iii) Managed Services (as defined in clause 6.1).
- 2.4. The Services may include the provision of certain software and/or system(s) (the "Technical Deliverables") and/or documentation (the "Document Deliverables") and each as further described in the Order Form (together the Deliverables").

3. Design & Scoping Services

- 3.1. Where specified in the Order Form, the Supplier will provide any of the following activities (as further specified in the Order Form): (i) scoping visits to inspect the Buyer's systems; (ii) meetings with the Buyer to identify requirements; (iii) reporting to the Buyer in respect of options for meeting the Buyer's requirements; and/or (iv) designing an appropriate system for the Buyer (the "Design & Scoping Services").

4. Implementation Services

- 4.1. The Supplier may provide certain development and/or implementation services (the "Implementation Services") for the supply of certain Deliverables and/or third party software and related documentation, which are specified in the Order Form.
- 4.2. The Supplier will use reasonable efforts to perform the Implementation Services and provide to the Buyer the Deliverable(s) in order to achieve any milestones that are identified in the Order Form as being "key" milestones ("Key Milestones").
- 4.3. If the Buyer fails to provide any required information, materials, access and/or assistance to the Supplier in a complete and timely manner, the Supplier will, during the period of any resulting delays, be entitled to a proportionate extension of any milestone dates and to recover any reasonable additional costs incurred by the Supplier as a direct result of the delay or failure by the Buyer, and the Supplier will not be liable for the delay.
- 4.4. The Buyer will conduct all acceptance tests to the Deliverables specified in the Order Form as being subject to acceptance testing in accordance with clause 5 and at the times and as set out in the Order Form.

5. Testing & Acceptance

- 5.1. The Buyer shall carry out acceptance testing on the Deliverables in accordance with the processes described in the Order Form in order to test the compliance of the relevant Deliverable(s) with the acceptance criteria for each Deliverable (the "Acceptance Criteria").
- 5.2. The Parties will agree the Acceptance Criteria for each acceptance test prior to the relevant date specified in the Order Form.
- 5.3. The Buyer shall provide to the Supplier written indication of acceptance as soon as any Technical Deliverable has successfully completed an acceptance test by achieving the Acceptance Criteria. Such written indication of acceptance shall be provided by the Buyer to the Supplier within 5 Working Days of the successful conclusion of any acceptance test. If the Supplier has not received notice from the Buyer of the unsuccessful conclusion of the relevant acceptance test within 5 Working Days of the end of the relevant test, or if the Buyer makes live operational use of the relevant Technical Deliverable(s), such Technical Deliverable(s) will be deemed accepted by the Buyer (and the relevant Implementation Services completed).

- 5.4. If any acceptance test demonstrates that any Technical Deliverable(s) materially fails to satisfy the relevant Acceptance Criteria, the Buyer may require the Supplier to correct the Technical Deliverable(s) and to make them available to the Buyer within a reasonable time for the Buyer to re-perform the acceptance tests on the corrected Technical Deliverable(s). For the avoidance of doubt, the re-performed tests shall be to meet the same Acceptance Criteria as the original tests. The Supplier shall carry out such correction activities at no additional charge to the Buyer.
- 5.5. If any failure of a Technical Deliverable to achieve an Acceptance Criteria is as a result of an act and/or omission attributed to the Buyer and/or a third party, the Supplier shall at our reasonable discretion use reasonable endeavours to provide assistance to the Buyer subject always to the Buyer reimbursing the Supplier at our time and materials fee rates.

6. Managed Services

- 6.1. Where specified in the Order Form the Supplier will: (i) host the software implemented pursuant to the Implementation Services on its hosting environment or through a third party hosting or cloud services provider as specified in the Order Form (the "Hosting Services"); and (ii) provide support and maintenance services for the hosted software (as further described in the Order Form) (the "Support and Maintenance Services"). The Hosting Services and Support and Maintenance Services shall together be referred to as the managed services (the "Managed Services"). If the provision by the Supplier of the Managed Services is specified in the Order Form, this clause shall apply to the provision of such Managed Services. Otherwise, this clause shall be of no effect between the Parties.

Hosting Services

- 6.2. From the relevant date specified in the Order Form or from such date as is agreed between the Parties in writing and for the remainder of the term of the Agreement, the Supplier will provide the Hosting Services and give access to those authorised internal users and end users as further specified in the Order Form (the "Authorised Users") who are entitled to access and use the Deliverables through the Hosting Services.
- 6.3. In relation to the provision of the Hosting Services:
- 6.3.1. the Supplier hereby grants the Buyer on and subject to the terms and conditions of the Agreement a non-exclusive, non-transferable licence to allow Authorised Users to access and use the Deliverables through the Hosting

Services solely for the Buyer's business purposes;

- 6.3.2. the Buyer will not store, distribute or transmit any virus, or any material through the Hosting Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, discriminatory or facilitates illegal activity;
- 6.3.3. the Hosting Services rights provided under these Terms of Business are granted to the Buyer only and, unless otherwise specified in the Order Form, shall not be considered granted to any of the Buyer's subsidiaries or the Buyer's holding company; and
- 6.3.4. the Buyer will use reasonable endeavours to prevent any unauthorised access to, or use of, the Deliverables through the Hosting Services and notify the Supplier promptly of any such unauthorised access or use.

Support and Maintenance Services

- 6.4. From the relevant date specified in the Order Form or from such date as is agreed between the Parties in writing and for the remainder of the term of the Agreement the Supplier will provide the Buyer with the Support and Maintenance Services.
- 6.5. Where specified under the Order Form and as further described therein, the Supplier will provide technical support services in respect of the hosted software.
- 6.6. The Buyer's personnel named as support representatives in the Order Form (or as notified to the Supplier in writing from time to time) shall be authorised to contact the Supplier for technical support services.
- 6.7. The Supplier will periodically carry out maintenance to the Hosting Services or from time to time emergency maintenance where the Supplier reasonably suspects that the Hosting Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the Hosting Services.

Service Levels

- 6.8. The Supplier will use reasonable efforts to provide the Managed Services to meet or exceed any applicable service levels set out in the Order Form (the "Service Levels").
- 6.9. The Supplier will monitor its performance of the Managed Services by reference to the Service

Level(s) and will send the Buyer a report detailing the level of service which was achieved in the preceding service period as defined in the Order Form (if any) ("Service Period").

- 6.10. If there is a material failure to deliver the Managed Services in accordance with the Service Levels ("Service Failure") or if the Supplier believes that there will be such a Service Failure, the Supplier will notify the Buyer as soon as a reasonably practicable and carry out emergency maintenance in accordance with clause 6.7.

7. The Buyer's Responsibilities

- 7.1. The Buyer is responsible for determining that the specification of the Deliverables and the scope of the Services is appropriate for the Buyer's needs.
- 7.2. The Supplier's performance of the Services, supply of the Deliverables, the timetable, the level of Supplier's Charges and any other fee estimates each depend on the accuracy and completeness of any assumptions set out in the Order Form, applicable Buyer Obligations and Project Assumptions as set-out in Schedule 1 and the Buyer performing its obligations under the Agreement.
- 7.3. The Buyer will give the Supplier all the information that is necessary for the performance of the Services. The Buyer agrees that the Supplier shall be entitled to rely on all information provided to the Supplier and on the Buyer's decisions and approvals in connection with the Agreement and to assume that all such information provided to the Supplier from whatever sources is true, complete and not misleading. The Supplier will not be responsible for the consequences should any of the information provided to the Supplier not be complete, accurate or current.
- 7.4. The Supplier's role is to provide the Buyer with IT services relating to the operation of the Buyer's business. The Buyer agrees that the Buyer remains solely responsible for managing all aspects of the Buyer's business, for taking all decisions and operating all accounting, internal control or management information systems.
- 7.5. Where the Buyer is using third parties to provide information, materials or other assistance in support of the Services, or the Buyer are employing other suppliers whose work may affect the Supplier's ability to deliver the Services, the Buyer will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.

- 7.6. The Buyer will be responsible for the quality of the data that is to be inputted into the systems on which the Deliverables will operate. The Supplier will not have any obligation to review or ensure the quality of such data or its fitness for purpose for the operation of the Deliverables, unless such services are specifically included within the scope of the Implementation Services described in the Order Form.

- 7.7. The Buyer will be responsible for paying the Charges in accordance with the Agreement.

8. Ownership and Intellectual Property

- 8.1. All title rights in any improvement, enhancement, developments and/or derivative works on Background IPRs during the term of the Agreement, shall remain vested in the party that had title in the IPR prior to the improvement, enhancement, developments and/or derivative works.
- 8.2. Neither Party shall acquire any right, title or interest in any third party IPR.

Licences granted by us

- 8.3. The Buyer acquires the right to use the Deliverables during the Term of the Agreement. Upon expiry or termination, the license shall terminate unless otherwise specified in the Order Form. Rising Tide AI and its licensors retain sole and exclusive ownership of all rights, title and interest in the Deliverables.
- 8.4. The licences granted by the Supplier pursuant to clause 11.2 of the Call-Off Contract shall not permit the Buyer to adapt, reverse engineer, decompile, disassemble, or modify, unless as permitted by law or with the Supplier's prior written consent.
- 8.5. The licenses granted by the Supplier are contingent upon the Buyer's full payment of all sums due to the Supplier for the Services and acceptance of the Deliverables.

Open source software

- 8.6. Where specified in the Order Form and/or the Agreement, the Supplier shall provide the Buyer with certain open source software as listed in the Order Form and/or the Agreement (the "Open Source Software"). The Buyer acknowledges that the Open Source Software is subject to various rights and restrictions in favour of or imposed by the licensors thereof and that the Buyer's use of the Open Source Software is subject to all such rights and restrictions. The Supplier provides no warranty, indemnity or support of or in relation to such Open Source Software, provided however, that the Supplier shall pass through to the Buyer any

warranty that the Supplier receives in respect of the Open Source Software.

9. [Payment Terms](#)

- 9.1. The Supplier shall submit valid invoices to the Buyer in accordance with the Order Form. Each invoice shall contain sufficient detail to enable the Buyer to verify the Charges.
- 9.2. The Buyer shall pay all properly submitted and undisputed invoices within 30 days of receipt.
- 9.3. If the Buyer fails to pay any undisputed sum by the due date, the Supplier may charge interest on the overdue amount at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.4. The Supplier shall pay all valid and undisputed invoices received from subcontractors relating to the provision of the Services within 30 days of receipt, unless otherwise agreed in writing with the subcontractor.
- 9.5. All sums payable under the Agreement are exclusive of VAT, which shall be payable by the Buyer at the prevailing rate.

10. [Insurance](#)

- 10.1. The Supplier maintains the following insurance coverage:
 - Professional Indemnity Insurance: Minimum £1,000,000
 - Public Liability Insurance: Minimum £5,000,000
 - Employer's Liability Insurance: Minimum £5,000,000
- The Supplier shall maintain such insurance throughout the Term and shall provide evidence upon reasonable request.

11. [Security](#)

- 11.1 The Supplier holds Cyber Essentials Plus certification and shall maintain this certification (or equivalent/superior standard) throughout the Term.
- 11.2 The Supplier shall implement and maintain appropriate technical and organizational security measures to protect the Services and any data processed.
- 11.3 The Supplier shall notify the Buyer promptly of any security incidents affecting the Services or data.
- 11.4 The Supplier shall comply with any Security Requirements specified in the Order Form.