



EYE-I SYSTEMS LTD

Terms and Conditions

Lot 2b

Cleata Platform

G-Cloud 15



Terms and Conditions

Lot 2b – Cleata Software as a Service

1. Definitions

- **“Cleata”** means the workflow automation and integration platform provided by the Supplier.
 - **“Customer”** means the organisation entering into a Call-Off Contract under G-Cloud 15.
 - **“Services”** means access to and use of the Cleata platform as described in the Service Definition.
 - **“Workflow”** means a pre-built automation process made available through Cleata.
 - **“Customer Data”** means data provided by or on behalf of the Customer for processing via the Services.
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2. Scope of Service

2.1 The Supplier shall provide the Customer with access to Cleata on a software-as-a-service basis.

2.2 The Services include access to pre-built workflows, configuration of workflow parameters, monitoring, and support as described in the Service Definition.

2.3 Workflow design, creation and structural modification are managed by the Supplier. The Customer configures workflows only within permitted parameters.

3. Service Availability and Support

3.1 The Supplier shall use reasonable endeavours to make the Services available in accordance with the Service Definition.

3.2 Support is provided during UK business hours (9am–5pm, Monday to Friday, excluding UK public holidays).



3.3 Planned maintenance will be notified in advance where reasonably practicable.

4. Customer Responsibilities

4.1 The Customer is responsible for:

- ensuring it holds appropriate licences for any third-party systems integrated with Cleata
- ensuring the lawful use of Customer Data
- providing accurate configuration information

4.2 The Customer must not attempt to reverse engineer, copy or modify the Cleata platform.

5. Data Protection

5.1 The Customer is the data controller for all personal data processed using the Services.

5.2 The Supplier acts as a data processor and shall process personal data only in accordance with the Customer's documented instructions and applicable data protection law.

5.3 The Supplier shall implement appropriate technical and organisational measures to protect Customer Data.

6. Intellectual Property Rights

6.1 All intellectual property rights in the Cleata platform and pre-built workflows remain the property of the Supplier.

6.2 Where the Supplier creates customer-specific deliverables outside the Cleata platform (for example advisory outputs or documentation), intellectual property in those deliverables shall vest in the Customer, unless otherwise agreed in writing.

6.3 The Customer is granted a non-exclusive, non-transferable licence to use Supplier-owned workflows and materials made



available through Cleata for its internal business purposes for the duration of its valid Cleata subscription.

6.4 Nothing in this agreement prevents the Supplier from using generic concepts, techniques or know-how developed in the course of providing the Services for other customers, provided no Customer Data is disclosed.

7. Charges and Payment

7.1 Charges for the Services shall be as set out in the Pricing Document or Call-Off Contract.

7.2 All charges are exclusive of VAT.

7.3 Invoices shall be payable within 30 days of receipt unless otherwise agreed.

8. Service Limits and Fair Use

8.1 The Services are provided subject to fair and reasonable use.

8.2 Where Customer usage materially exceeds typical service patterns and impacts platform performance or operating costs, the parties may agree revised commercial terms.

9. Suspension and Termination

9.1 Either party may terminate the Services in accordance with the Call-Off Contract.

9.2 The Supplier may suspend access where required to protect security, integrity or availability of the Services.

10. Exit and Data Return

10.1 Upon termination, all workflows will cease to operate.

10.2 The Supplier shall provide the Customer with access to export its data for an agreed period following contract end.



10.3 After this period, Customer Data shall be securely deleted in accordance with the Supplier's data sanitisation processes.

11. Confidentiality

11.1 Each party shall treat confidential information as confidential and shall not disclose it except as permitted by the Call-Off Contract or law.

12. Liability

12.1 Neither party excludes liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

12.2 Subject to clause 12.1, liability shall be limited in accordance with the Call-Off Contract.

13. Force Majeure

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

14. Governing Law

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

15. Order of Precedence

In the event of conflict, the following order applies:

1. Call-Off Contract
 2. G-Cloud 15 Framework Agreement
 3. These Terms and Conditions
 4. Service Definition
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EYE-I SYSTEMS LTD

End of Terms and Conditions

EYE-I SYSTEMS LTD, ELECTRIC WORKS, CONCOURSE WAY, SHEFFIELD, S1 2BJ

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