



EYE-I SYSTEMS LTD

Terms and Conditions

Lot 3

G-Cloud 15

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

Registered in England and Wales – 06513812 – hello@eye-i.co.uk



Terms and Conditions

Lot 3 – Cloud Support Services

1. General

1.1 These Terms and Conditions (“Terms”) form part of the Contract between EYE-I Systems Ltd (“Supplier”) and the customer (“Client”) for the provision of services as set out in the applicable G-Cloud Call-Off Contract.

1.2 In the event of any conflict, the G-Cloud Call-Off Contract shall take precedence over these Terms.

1.3 These Terms apply only to the extent permitted by the G-Cloud framework and do not replace or override any mandatory framework terms.

2. Scope of Services

2.1 Services are provided on a consultancy and support basis as described in the applicable Service Definition and call-off contract.

2.2 Services do not include hosting, infrastructure operation, or the resale of third-party software licences unless expressly agreed in writing.

2.3 The Supplier may determine the manner in which services are delivered, provided delivery remains consistent with the agreed scope.

3. Client Responsibilities

3.1 The Client shall:

- provide timely access to systems, data, environments and documentation
- ensure appropriate third-party licences are in place
- provide reasonable cooperation and stakeholder availability

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3.2 The Supplier shall not be responsible for delays or failures arising from incomplete or delayed Client inputs.

4. Fees, Expenses and Payment

4.1 Fees are charged on a time and materials basis at the rates agreed in the call-off contract, exclusive of VAT.

4.2 Invoices are issued in arrears and payable in accordance with the payment terms of the call-off contract.

4.3 Reasonable travel and subsistence expenses may be charged where agreed in advance.

5. Confidentiality

5.1 Each party shall treat as confidential any information disclosed in connection with the services and shall not disclose such information except as permitted under the G-Cloud framework or required by law.

5.2 Confidentiality obligations survive termination of the Contract.

6. Intellectual Property

6.1 Each party retains ownership of its pre-existing intellectual property.

6.2 Where services result in customer-specific deliverables created solely for the Client and not forming part of the Supplier's reusable platforms, tools or workflow libraries, intellectual property in those deliverables shall vest in the Client, unless otherwise agreed in writing.

6.3 Where services involve the design, configuration or development of reusable workflows, automation patterns, methods or components, including those associated with the Supplier's Cleata platform, all intellectual property rights in such materials shall remain with the Supplier.

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6.4 In respect of materials described in clause 6.3 only, the Client is granted a non-exclusive, non-transferable licence to use such materials for its internal business purposes, for the duration of the Client's valid licence to use the Cleata platform.

6.5 Nothing in these Terms transfers ownership of the Supplier's underlying platforms, methodologies, tools, workflow libraries or know-how.

7. Data Protection

7.1 Each party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

7.2 The Client remains the data controller for personal data processed in connection with the services.

7.3 Personal data is processed only to the extent necessary to deliver the services.

8. Liability

8.1 Liability shall be limited as set out in the G-Cloud Call-Off Contract.

8.2 Nothing in these Terms limits liability for death, personal injury, fraud, or other liabilities that cannot be excluded by law.

9. Personnel

9.1 The Supplier will use reasonable endeavours to maintain continuity of personnel but reserves the right to substitute consultants with equivalent skills where necessary.

9.2 No employment relationship is created between Supplier personnel and the Client.

10. Termination

10.1 Termination rights are as set out in the G-Cloud Call-Off Contract.

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10.2 On termination, services shall cease and any agreed handover activities shall be completed.

11. Force Majeure

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

12. Governing Law

These Terms are governed by the laws of England and Wales, and the parties submit to the jurisdiction of the English courts.