



Dataframe Solutions G-Cloud 15 Terms & Conditions

January 2026

These Terms & Conditions form the master contractual terms across all Lots offered under G-Cloud 15.

Lot-specific service schedules apply depending on whether the Buyer procures SaaS (Lot 2) or Cloud Support (Lot 3).

Parties

These Terms & Conditions ("Master Terms") are entered into between:

Dataframe Solutions Ltd, a company incorporated in England & Wales with registered number 12679537, whose registered office is Chester Business Park, Heronsway, Chester, CH4 9QR. ("Dataframe", "Supplier", "We", "Us"),

and

"[Insert Buyers UK legal entity name], incorporated in the United Kingdom with company number [Insert registration number] and registered office at [Insert registered address] (the "Buyer")."

The Buyer, meaning the public sector organisation purchasing services under the Crown Commercial Service G-Cloud 15 Framework ("Buyer", "You").

Each a "Party" and together the "Parties".

1. Purpose and Contract Structure

- 1.1 These Master Terms set out Supplier-standard commercial, IP, data protection and security terms for services that Dataframe lists under Lot 2 (Software as a Service) and Lot 3 (Cloud Support) on G-Cloud 15. They are intended to operate alongside the Buyer's Call-Off Contract (including the PSC-style standard terms and any relevant Call-Off Schedules) and our applicable Lot Schedules to this document.
- 1.2 Order of precedence (strict): (1) the executed Call-Off Contract (including its Order Form and applicable Call-Off Schedules); (2) the relevant Lot Schedule to these Master Terms; (3) these Master Terms; (4) any other Supplier policies expressly incorporated by reference.
- 1.3 Nothing in these Master Terms seeks to avoid, limit or conflict with any mandatory CCS terms. Where any inconsistency arises, the applicable Call-Off Contract prevails.

2. Definitions

Capitalised terms used but not defined here take the meaning given in the relevant Call-Off Contract, including its Glossary/Interpretations.

In these Master Terms:

- Buyer Data means all data (including Personal Data) supplied by or on behalf of Buyer, or generated in the provision of the Services for Buyer, excluding Supplier Background IPR and Supplier Platform IPR.
- Deliverables means outputs of Cloud Support Services (Lot 3) expressly identified as deliverables in the Order Form/SOW.

- Personal Data, Controller, Processor, Processing have the meanings given in UK Data Protection Legislation.
- Services means services provided by Dataframe under Lot 2 (SaaS) and Lot 3 (Cloud Support) pursuant to a Call-Off.
- SOW means a Statement of Work permitted under Lot 3 only.
- Supplier Background IPR means all intellectual property, know-how, tools, templates, code, methods, synthetic datasets, connectors, pipelines and accelerators owned or controlled by Dataframe prior to, or independently of, a Call-Off.
- Supplier Platform IPR means Dataframe's proprietary frameworks, reference architectures, patterns, models and reusable components embodied in the Services.

3 Scope of Lots and Service Boundaries

- 3.1 Lot 2 – SaaS (Cloud Software). Subscription-based, off-the-shelf services delivered from cloud infrastructure, configured only to the extent expressly permitted in the Service Definition and the Call-Off. No SOWs and no bespoke software development under Lot 2. For support and enablement ancillary to Lot 2, see Lot 3.
- 3.2 Lot 3 – Cloud Support. Advisory, configuration, migration, training, optimisation, enablement and other support services that help Buyers adopt and operate cloud hosting and cloud software. SOWs are permitted where compliant with Lot scope. Bespoke application development is excluded and must not be procured under G-Cloud Lot 3.
- 3.3 Dependencies. Buyer acknowledges that timely access to environments, information, decisions and stakeholder availability are critical for delivery. Delays or omissions outside Supplier control may impact scope, dates and charges (see Clause 8 and Lot Schedules).

4 Performance Standard

We shall perform the Services with reasonable skill and care and in accordance with Good Industry Practice and the relevant Lot Schedule. Any specific service levels or service credits (for Lot 2 only) must be set out in the Order Form/Service Definition for the Call-Off to apply.

5 Buyer Responsibilities

Buyer shall:

- (a) provide timely and secure access to systems, networks, data, premises and Personnel;
- (b) ensure the accuracy, quality and legality of Buyer Data and of any third-party materials provided;
- (c) maintain appropriate licences and rights for Buyer-provided software, data and tools;
- (d) comply with fair-use limits, role-based access and user restrictions for SaaS;

- e) implement appropriate back-ups and business continuity arrangements unless expressly purchased as part of Lot 2;
- (f) notify Supplier promptly of any material service or security issue;
- (g) where penetration testing or security assessment is requested, provide written authorisations from applicable hosting or network providers.

6 Fees, Invoicing and Payment

- 6.1 Charges. Charges are as set out in the Call-Off (and for Lot 3, in the applicable SOW or rate card). Except where stated otherwise, all Charges are exclusive of VAT and any other applicable taxes, which the Buyer shall pay at the prevailing rate.
- 6.2 Invoicing & terms. Dataframe will invoice the Buyer in Pounds Sterling for Services rendered in arrears (unless the Call-Off or applicable SOW states otherwise). The Buyer shall pay each invoice within thirty (30) days of the invoice date. Any requirement by the Buyer for a purchase order, sales order, or similar document shall not affect the Buyer's obligation to pay any amounts due on time.
- 6.3 The Buyer may withhold the portion of an invoice it disputes in good faith by providing written notice before the payment due date, describing in reasonable detail the basis for such dispute (the "Disputed Amount"). The Buyer shall pay the undisputed balance (the "Undisputed Amount Due") in accordance with this clause. The Disputed Amount shall be paid promptly following resolution of the dispute.
- 6.4 Expenses. Dataframe is responsible for its own expenses except where the Buyer has expressly authorised expenses in a Call-Off or SOW. Reasonable, pre-approved travel or subsistence expenses will be charged at cost and incurred in accordance with any Buyer-provided written travel policies.
- 6.5 No set-off. Except in respect of a Disputed Amount properly raised under clause 6.3, the Buyer shall not set-off, deduct or withhold any amount from sums due to Dataframe, whether by reason of counterclaim, credit, rebate or otherwise.
- 6.6 Late payment administrative fee. Without prejudice to interest payable under these terms or at Law, Dataframe may charge the Buyer a reasonable administrative fee per late invoice to cover internal costs of payment chasing and account administration.

7 Personnel and Subcontracting

- 7.1 Each Party shall ensure its Personnel comply with applicable policies when on the other Party's premises or accessing systems.
- 7.2 We may subcontract aspects of the Services (including to cloud hyperscalers and specialist partners) but remain responsible for subcontractor performance. Where subcontractors are sub-processors of Personal Data, clause 11 applies.

8 Change, Dependencies and Delays (Lot 3)

- 8.1 Changes to scope, deliverables or timelines under Lot 3 will follow the Call-Off change control. If Buyer dependencies, information, access, decisions or assumptions are delayed, inaccurate or incomplete, Dataframe may (acting reasonably) adjust milestones, sequencing, resourcing, timelines and Charges. Dataframe may also pause the affected Services until the Buyer provides the required inputs, information or access. Any additional time, rework or standby time arising from Buyer delay shall be managed through the Call-Off change control process and may be chargeable at the applicable rates. Dataframe shall notify the Buyer of the impact as soon as reasonably practicable and engage in the Call-Off change control process to agree the required adjustments. Dataframe is not responsible for any delay or impact to deliverables caused by Buyer delay or non-performance.

9 Intellectual Property Rights

- 9.1 Background and Platform IP. Supplier retains all right, title and interest in Supplier Background IPR and Supplier Platform IPR (see Definitions). Buyer retains all right, title and interest in Buyer Data. Nothing in this Agreement or any Call-Off transfers ownership of Supplier Materials. Ownership allocation is governed by clause 19 (Ownership of Intellectual Property).
- 9.2 Lot 3 Deliverables licence. Upon full payment of applicable Charges, Buyer receives a perpetual, worldwide, royalty-free, non-exclusive, non-transferable licence to use Deliverables for Buyer's internal business purposes only, as further described in clause 19.3. This licence does not permit extraction, reuse or separate exploitation of Supplier Tools or Supplier Platform IPR outside the Deliverables.
- 9.3 Lot 2 SaaS. Use of Supplier SaaS is governed by Schedule A and the relevant Service Definition. No transfer of ownership occurs; Buyer receives a subscription right to access and use the SaaS for the term, subject to fair-use and security (see clause 19.4).
- 9.4 No extraction / derivative works from Supplier IPR. Buyer shall not (and shall not permit any third party to) extract, isolate, copy, adapt, modify, translate or create derivative works from Supplier Platform IPR or Supplier Tools except as strictly necessary to use the Deliverables internally under clause 9.2. Any configuration or parameterisation of Deliverables does not transfer any rights in Supplier IPR.
- 9.5 No benchmarking. Buyer shall not benchmark, test, compare or publicly report on the performance or operation of the Supplier SaaS, Services, Deliverables or Supplier Tools, nor disclose any results of any such activities, without Supplier's prior written consent (not to be unreasonably withheld where mandated by Law). Nothing in this clause prevents Buyer from conducting proportionate internal testing for acceptance in accordance with the Call-Off (see clause 17).

- 9.6 AI-model training prohibition. Buyer shall not use, upload or otherwise expose Supplier Confidential Information, Supplier Platform IPR, Supplier Background IPR, Supplier Tools or Deliverables to any AI/ML system (including public or third-party LLMs/foundation models) for the purpose of training, fine-tuning or improving such models, nor permit any provider to retain or reuse such information other than to deliver the Services under the Call-Off. Where AI/ML processing is expressly agreed in writing, Buyer must ensure: (a) model-training on Supplier materials is disabled; (b) data is processed in a non-public, access-controlled environment; and (c) no rights are granted to any third party in Supplier materials.
- 9.7 Marking and handling of sensitive materials. To support correct handling of each Party's materials, each Party shall, where practicable, mark documents or data it considers confidential or commercially sensitive and notify the other of any specific handling requirements. Failure to mark shall not, by itself, deprive information of confidentiality where its nature is reasonably understood to be confidential (see also Section 10).
- 9.8 Restrictions (general). Buyer must not: (a) reverse engineer, decompile or otherwise derive source code except to the extent permitted by Law; (b) remove proprietary notices; (c) sublicense, resell or provide services to third parties using Supplier IPR except as expressly permitted; (d) circumvent security or licence controls.
- 9.9 Residuals. Supplier may use ideas, know-how and methods retained in unaided memory, provided Supplier does not disclose Buyer Confidential Information (see Section 10).
- 9.10 Open Source Software. Where Open Source Software is included, it is provided under the applicable open-source licence(s) identified in the Service Definition or Deliverable, which govern use of that component. Supplier disclaims any warranties to the maximum extent permitted by such licences.
- 9.11 Explicit protection for Supplier Accelerators & Frameworks. Supplier accelerators, templates, frameworks, reference architectures, patterns, connectors, pipelines, configuration packs, prompts and other reusable components (together, Supplier Tools) are and remain Supplier Background IPR even when embedded in, or delivered with, Deliverables. Buyer's licence in clause 9.2 does not grant any right to extract or reuse Supplier Tools outside the Deliverables.
- 9.12 Precedence. If there is any inconsistency between this clause 9 and clause 19 in relation to ownership allocation, clause 19 prevails. Call-Off terms and relevant Lot Schedules prevail for service-specific nuances.
- 10 Confidentiality and FOIA**
- 10.1 Confidential Information & Use Limitation. Each Party (the Receiving Party) shall keep the other Party's (the Disclosing Party's) Confidential Information confidential and use it only for performing or receiving the Services under the relevant Call-Off. "Confidential Information" means information (written, oral, visual or otherwise) marked or stated as confidential, or that a reasonable person would consider confidential, including commercial, technical and financial information, roadmaps, pricing, designs, specifications, data, code, configurations, and security information. Confidential Information does not include information the Receiving Party can show: (a) is or becomes public other than through breach; (b) was lawfully known before disclosure without an obligation of confidence; (c) is independently developed without reference to the Confidential Information; or (d) is lawfully disclosed by a third party without confidentiality restriction.
- 10.2 Permitted Disclosures. The Receiving Party may disclose the Disclosing Party's Confidential Information (a) to its employees, officers, professional advisers and Approved Sub-processors/Subcontractors who have a strict need-to-know and are bound by confidentiality obligations no less protective than those in this clause; and (b) where required by Law, court order or regulatory authority, provided that (to the extent lawful) the Receiving Party gives prompt notice to the Disclosing Party to allow it to seek a protective order or other appropriate remedy.
- 10.3 Safeguards & Return/Destruction. The Receiving Party shall protect the Confidential Information using measures at least as protective as it uses for its own similar information and not less than a reasonable standard of care. On request or upon expiry/termination of the applicable Call-Off, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information (except for archival copies required by Law or bona fide backup systems, which remain subject to this Section).
- 10.4 AI/ML Confidentiality Restriction. Neither Party shall input or expose the other Party's Confidential Information to any AI/ML system (including public or third-party LLMs/foundation models) for training, fine-tuning or model improvement, nor allow any provider to retain or reuse such information beyond delivering the contracted Services. Where the Parties agree in writing to use an AI/ML tool with Confidential Information, the Receiving Party shall ensure: (a) training on such data is disabled; (b) processing occurs in a non-public, access-controlled enterprise environment; (c) the provider is bound by confidentiality and non-use obligations at least as protective as this clause; and (d) no rights in the Disclosing Party's Confidential Information are granted to any third party. This does not restrict tools that do not ingest or retain inputs for training and are configured accordingly.
- 10.5 Waiver of Privilege or Security Controls. Disclosure of Confidential Information under this clause does not waive privilege or diminish applicable security classifications or controls (e.g., OFFICIAL). The Parties shall cooperate to implement proportionate handling requirements consistent with the Call-Off Security Schedules.
- 10.6 Residuals. Subject to clause 10.1, each Party may use ideas, concepts and know-how retained in unaided memory, provided no Confidential Information is disclosed and such use does not breach applicable Law or this Agreement.

- 10.7 FOIA. "Where the Buyer is subject to the Freedom of Information Act 2000 (FOIA), it shall, to the extent permitted by Law, consult the Supplier before disclosing any Supplier Confidential Information and consider applicable exemptions (including Section 43 – Commercial Interests). Nothing in these terms prevents the Buyer from complying with Law. Where practicable, the Buyer will give at least three (3) Working Days' notice for Supplier representations, but statutory FOIA deadlines take precedence.
- 10.8 Equitable Relief. Unauthorised disclosure or misuse of Confidential Information may cause irreparable harm for which monetary damages may be an inadequate remedy. The Disclosing Party is entitled to seek injunctive or other equitable relief for any breach or threatened breach of this clause 10, without prejudice to any other rights or remedies.
- 10.9 NDA Precedence. If the Parties have executed a separate mutual non-disclosure agreement covering the same subject matter, the provisions that afford the greater protection to the Disclosing Party's Confidential Information shall apply provided this does not conflict with the Call-Off order of precedence.
- 11 Data Protection**
- Where the Supplier processes Personal Data on behalf of the Buyer under a Call-Off Contract, the Buyer is the Controller and the Supplier is the Processor. Each Party shall comply with the UK GDPR, the Data Protection Act 2018, and all applicable data protection Law.
- 11.1 Supplier Processing Obligations. The Supplier shall:
- (a) process Personal Data only on documented instructions from the Buyer, unless required to do so by Law;
 - (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks, consistent with the Call-Off Security Schedule and Good Industry Practice;
 - (c) ensure that all persons authorised to process Personal Data are subject to confidentiality obligations;
 - (d) notify the Buyer without undue delay upon becoming aware of a Personal Data Breach, providing sufficient information to enable the Buyer to meet its regulatory obligations;
 - (e) assist the Buyer, at the Buyer's cost where permitted by Law, with:
 - conducting Data Protection Impact Assessments (DPIAs);
 - consultations with supervisory authorities;
 - responding to Data Subject Rights requests; and
 - audit or inspection requests permitted under the Call-Off;
 - (f) engage sub-processors only under a written contract imposing data protection obligations no less protective than those set out in this Agreement and Schedule C (Data Processing Addendum), and remain fully liable for the acts and omissions of all sub-processors.
- 11.2 International Transfers. Any international transfer of Personal Data shall comply with UK GDPR Chapter V requirements, including use of the UK IDTA, the UK Addendum, or reliance on an adequacy regulation, as applicable.
- 11.3 Data Return and Deletion. On expiry or termination of the applicable Call-Off, Supplier shall delete or return Buyer Personal Data (at Buyer's election), except where retention is required by Law or for bona fide backup. Any retained Personal Data remains subject to this clause 11 until deletion.
- 11.4 Additional Details. The subject matter, duration, nature and purpose of the processing, the categories of Personal Data and Data Subjects, and the list of Approved Sub-processors shall be set out in Schedule C (Data Processing Addendum) or the Call-Off's data processing schedule.
- 12 Security Overview & Compliance**
- Security obligations for the Services are governed by Section 13 (Data Security) and the applicable Call-Off Security Schedule. Section 13 sets out the Supplier's detailed organisational, technical and physical security controls, audit logging, training, secure data transfer, incident handling and assurance commitments. This clause 12 provides a high-level summary only and operates subject to the Call-Off order of precedence.
- 12.1 The Supplier shall maintain security measures appropriate to the classification of the Services (normally OFFICIAL) and proportionate to the risks, consistent with the Call-Off Security Schedule.
- 12.2 Where the Buyer requires assurance, penetration testing or protective monitoring, such activities shall be undertaken in accordance with the Call-Off and clause 13. Buyer-initiated intrusive testing of live/production environments (including SaaS) requires prior written approval and coordination.
- 12.3 Nothing in this clause 12 limits or alters the Supplier's obligations under clause 11 (Data Protection) (including Personal Data breach notifications) or clause 13. All security measures shall be read together and applied consistently with the Call-Off order of precedence.
- Data Security (Organisational, Technical & Operational)**
- 13 Security Governance. Supplier shall maintain an information security governance framework designed to protect the confidentiality, integrity and availability of the Services and Buyer Data. This framework will be aligned with recognised industry practices and proportionate to the nature of the Services, and will operate consistently with the applicable Call-Off Security Schedule. Organisational, Technical and Physical Controls. Supplier will
- 13.1 implement and maintain appropriate organisational, technical and physical security measures, including (where applicable): (a) identity and access controls (including multi-factor authentication for cloud services); (b) least-privilege access; (c) secure baseline configurations and hardening; (d) ongoing vulnerability and threat management; (e) malware/virus protection and patch management; (f) encryption in transit and at rest where proportionate; and (g) secure software development and change control practices.

- 13.3 Audit Logging and Monitoring. Supplier shall maintain proportionate audit logs and access records for systems under Supplier's control that process Buyer Data, including records of administrative access and data transmissions, and shall monitor such logs for security-relevant events. Log retention shall be reasonable and in line with risk, Law and the Call-Off.
- 13.4 Personnel Measures and Training. Supplier will ensure that Personnel handling Buyer Data are subject to confidentiality obligations and receive appropriate, industry-standard information security and data protection training commensurate with their role.
- 13.5 Sub-processor Assurance. Supplier shall ensure that subcontractors and sub-processors engaged in delivering the Services maintain security controls that are no less protective than those required under this Agreement and the applicable Call-Off. Supplier remains responsible for the acts and omissions of its subcontractors and sub-processors.
- 13.6 Secure Data Transfer. Where Supplier transmits Buyer Data outside Buyer-controlled environments, Supplier shall use secure transfer mechanisms (e.g., mutually authenticated APIs, secure file transfer solutions, or encrypted channels) appropriate to the sensitivity of the data and consistent with the Call-Off Security Schedule.
- 13.7 Security Review, Assurance and Certifications. Supplier shall cooperate with proportionate assurance activities described in the applicable Call-Off Security Schedule and make available high-level security assurance information on request, subject to confidentiality and proportionality. Supplier will maintain relevant and proportionate security certifications or assurance artefacts appropriate to the Services. Additional certifications (such as Cyber Essentials Plus or ISO/IEC 27001) may be obtained where proportionate to the Services and agreed in the Call-Off. and/or provide alternative assurance artefacts (e.g., penetration test summaries, policy excerpts) as proportionate under the Call-Off.
- 13.8 Security Incidents. Security incident reporting for Personal Data shall be handled in accordance with clause 11 (Data Protection). For non-personal security incidents materially affecting the Services or Buyer Data, Supplier shall notify the Buyer without undue delay after becoming aware and provide reasonable information about the nature of the incident, likely impact, and remedial steps, consistent with the Call-Off Security Schedule. Nothing in this clause creates additional or conflicting notification obligations.
- 13.9 Data Return and Disposal. On expiry or termination of the applicable Call-Off, Supplier shall return or securely delete Buyer Data in accordance with the Call-Off and Schedule C (Data Processing Addendum), subject to any legal retention requirements. Where technically and operationally feasible, Supplier will ensure deletion propagates to active systems and routine backups within standard purge cycles; any retained data remains subject to the confidentiality and security obligations of this Agreement until deleted.
- 14 Insurance**
- 14.1 Cover maintained. Supplier will maintain, at its own cost and throughout the Call-Off term, insurance appropriate to the Services and commensurate with industry practice, including at least:
- (a) Public and Products Liability with a limit of not less than £5,000,000 each and every claim (defence costs outside the limit). *Territorial/courts:* worldwide excluding claims brought in the USA/Canada.
- (b) Professional Indemnity (Errors & Omissions) with a limit of not less than £2,000,000 each and every claim (defence costs outside the limit), with a retroactive date of 19 June 2020. *Territorial/courts:* worldwide excluding claims brought in the USA/Canada.
- (c) Employers' Liability with a limit of not less than £10,000,000 in accordance with applicable Law in the UK.
- (d) Cyber and Data Liability with a limit of not less than £1,000,000 in the aggregate.
- 14.2 Umbrella/excess flexibility. Supplier may satisfy the limits in clause 14.1 by any combination of primary and umbrella/excess liability policies that in aggregate provide at least the protection stated.
- 14.3 Certificates and endorsements. On reasonable request, Supplier will provide the Buyer with a certificate of insurance evidencing the cover in clause 14.1. Where reasonably required for a specific engagement, Supplier will arrange for the Buyer to be named as an additional insured on the Public and Products Liability policy (to the extent permitted by the applicable policy terms).
- 14.4 Cancellation/non-renewal notice. Supplier will use commercially reasonable efforts to ensure its insurer or broker provides the Buyer with no less than thirty (30) days' notice of cancellation or non-renewal of any policy listed at 14.1 (excluding non-payment of premium), or otherwise will notify the Buyer without undue delay on becoming aware of such cancellation or non-renewal.
- 14.5 General. Insurance maintained by the Supplier does not relieve the Supplier of any liability under this Agreement. Any deductible or excess is the responsibility of the Supplier.
- 15. Liability**
- 15.1 No exclusion of liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of confidentiality or data protection obligations where such exclusion is prohibited by Law; (d) any other liability that cannot lawfully be limited or excluded.
- 15.2 Cap. Subject to clause 15.1 and the applicable Call-Off limitations and caps, each Party's total aggregate liability under a Call-Off (whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) shall not exceed the greater of: (i) 100% of the Charges paid or payable under that Call-Off in the 12 months immediately preceding the event giving rise to the first claim (or, if shorter, the Call-Off term); and (ii) £500,000. All claims arising out of the same or series of connected events shall be treated as one claim for the purpose of this cap.

15.3 Exclusions. Neither Party is liable for: loss of profits, revenue, goodwill, anticipated savings; loss or corruption of data (except to the limited extent expressly provided by service levels/credits in Lot 2); or indirect or consequential loss. Nothing in this Clause limits Buyer's obligation to pay Charges due.

16 Warranties

- 16.1 Service Warranty. Supplier warrants that the Services will be performed with reasonable skill and care, in accordance with Good Industry Practice, and in material accordance with the applicable Lot Schedule, Service Definition and/or SOW.
- 16.2 Personnel Warranty. Supplier warrants that all Personnel assigned to deliver the Services shall possess the skills, qualifications and experience appropriate for their roles.
- 16.3 Compliance Warranty. Supplier warrants that the Services will be performed in compliance with applicable Law and the mandatory requirements of the Call-Off.
- 16.4 IPR Warranty. Supplier warrants that the Deliverables and Supplier Background IPR provided under a Call-Off shall not, to Supplier's reasonable knowledge, infringe any third-party Intellectual Property Rights. This warranty does not apply to Buyer Data, Buyer-provided materials, Buyer-mandated third-party tools, or modifications not made by Supplier.
- 16.5 No Malware Warranty. Supplier warrants that Deliverables will not intentionally contain any viruses, malware, time-bombs or other malicious code. Supplier is not responsible for malware or security incidents originating from Buyer environments or third-party systems outside Supplier control.
- 16.6 Remedies. Where a breach of warranty is identified, Supplier shall, at its option: (a) re-perform the non-conforming Services; or (b) where re-performance is not practical, refund applicable
- 16.7 Charges for the affected Services. Refunds for SaaS are limited to prorated Charges for the affected period.
- Survival. Warranties do not survive termination of a Call-Off except to the limited extent necessary to allow Buyer to invoke clause 16.6 for breaches arising prior to termination.

17 Acceptance

- 17.1 Scope. This Section applies to Lot 3 Deliverables (only) expressly identified in a Call-Off/SOW as subject to acceptance. Lot 2 SaaS is not subject to acceptance testing; Buyer's remedies for SaaS are as set out in the Service Definition (e.g., SLAs/credits).
- 17.2 Acceptance Criteria. Acceptance shall be measured against the Acceptance Criteria stated in the SOW. Where no criteria are specified, the Deliverable will be assessed against: (a) material conformance with the SOW and documented requirements; and (b) absence of Material Defects (a defect that materially prevents use of the Deliverable for its intended purpose).

- 17.2A Material Defect. "Material Defect" means a non-conformity that (a) causes the Deliverable to materially fail to meet the Acceptance Criteria stated in the SOW or, where none are stated, the documented requirements in the SOW; and (b) prevents the Buyer from using the Deliverable for its intended business purpose stated in the SOW. A defect is not a Material Defect if it: (i) has a reasonable workaround that preserves the intended business purpose; (ii) relates to cosmetic issues, formatting, or non-critical documentation errors; or (iii) arises from Buyer systems, third-party environments, or unavailable test data outside Supplier's reasonable control.
- 17.2B Severity Matrix.
- Severity 1 – Material Defect: A defect that prevents the Deliverable from being used for its intended business purpose and has no reasonable workaround. Rejectable under clause 17.5.
- Severity 2 – Significant Non-Material Defect: A defect that impacts use but has a reasonable workaround and does not prevent core intended business use. Not grounds for rejection; addressed as a Minor Action or post-acceptance fix.
- Severity 3 – Minor Defect: Cosmetic, low-impact, formatting, or documentation-only issues. Not grounds for rejection; accepted with Minor Actions.
- 17.3 Review Period. Upon Supplier's notice of delivery, Buyer shall review and test each Deliverable within the Review Period stated in the SOW (or, if none, within 10 Working Days). Buyer shall notify Supplier in writing of any Reasonable Grounds for Rejection, describing non-conformities with reasonable detail.
- 17.4 Deemed Acceptance. A Deliverable is accepted when the earliest of the following occurs: (a) Buyer issues written acceptance; (b) Buyer fails to provide a rejection notice within the Review Period; or (c) Buyer uses the Deliverable in production or otherwise for live business purposes beyond evaluation.
- 17.5 Remedy for Rejection. If Buyer timely rejects a Deliverable with Reasonable Grounds for Rejection, Supplier shall, at its cost, promptly correct or re-perform the non-conforming elements and resubmit for acceptance. For clarity, only Severity 1 – Material Defects (see Clause 17.2B) are grounds for rejection under this Section; Severity 2–3 defects are not grounds for rejection and will be addressed as Minor Actions or post-acceptance fixes. The Parties will repeat the process in this Section on a proportionate basis. If Supplier is unable to remedy within a reasonable time, Buyer may reject the specific Deliverable and receive a reasonable price reduction or refund of Charges paid for that Deliverable, which shall be Buyer's sole remedy subject to clause 16 (Warranties) and clause 15 (Liability).
- 17.6 Partial Acceptance. Buyer shall not reject a Deliverable for minor non-conformities that do not amount to a Material Defect. Where practicable, the Parties will agree partial acceptance for conforming components with appropriate holdbacks for the balance.

- 17.7 No Unreasonable Withholding. Buyer shall not unreasonably withhold, condition or delay acceptance and shall provide timely access, test data and decisions to facilitate acceptance.
17. Dependencies. Delays in acceptance resulting from Buyer's failure to meet stated dependencies (e.g., environments, test data, sign-offs) may trigger timetable or fee adjustments in accordance with clause 8 (Change, Dependencies and Delays).
- 18 Compliance and Ethics**
- 18.1 Legal compliance. Each Party shall comply with applicable Law and public sector requirements notified in the Call-Off, including (where applicable) anti-bribery and corruption (Bribery Act 2010), modern slavery (Modern Slavery Act 2015), equalities (Equality Act 2010), health and safety, information security, prompt payment, environmental and carbon reduction requirements (including PPN 006 – formerly PPN 06/21), and any sector-specific obligations referenced in the Order Form.
- 18.2 Policies. When on the other Party's premises or accessing systems, each Party shall ensure its Personnel comply with the other Party's reasonable and notified policies.
- 18.3 Conflicts of interest. Each Party will maintain controls to avoid conflicts of interest and will promptly disclose any actual or potential conflict related to a Call-Off.
- 18.4 Sanctions and export. Each Party shall comply with applicable sanctions, export control and trade restrictions. Buyer warrants it will not use the Services in violation of such restrictions.
- 18.5 Records and audit cooperation. Each Party will keep reasonable records demonstrating compliance with this clause 18 and will cooperate with proportionate information requests under the Call-Off.
- 19 Ownership of Intellectual Property**
- 19.1 Buyer Materials. Buyer retains all right, title and interest in Buyer Data, Buyer-provided materials, configurations, environments and domain-specific inputs. Supplier receives a non-exclusive, royalty-free licence to use such materials solely to provide the Services and to comply with the Call-Off.
- 19.2 Supplier Materials. Supplier retains all right, title and interest in Supplier Background IPR and Supplier Platform IPR, including accelerators, frameworks, templates, prompts, patterns, connectors, pipelines, configuration packs and other reusable components, whether existing prior to or developed independently of a Call-Off.
- 19.3 Deliverables (Lot 3). Subject to clause 19.2, upon full payment Buyer receives a perpetual, irrevocable, royalty-free, non-transferable licence to use, copy and internally modify Deliverables produced under Lot 3 for Buyer's internal business purposes. Ownership of Deliverables does not include ownership of any Supplier Materials embedded in or used to create the Deliverables.
- 19.4 SaaS (Lot 2). Use of any SaaS or hosted components is provided on a subscription basis under Lot 2 and is governed by the applicable Service Definition and Call-Off; no ownership is transferred.
- 19.5 Improvements. Any enhancements, improvements or derivative works to Supplier Materials arising from performance of the Services shall vest in Supplier. Buyer's licence in clause 19.3 extends to the extent such improvements form part of a Deliverables.
- 19.6 Third-Party IP. Where the Services incorporate third-party software, content, models or APIs, rights are as stated in the applicable third-party terms; Buyer is responsible for any third-party rights required within its environment.
- 19.7 Restrictions. Except to the extent permitted by Law, Buyer shall not reverse-engineer, disassemble, generalise or create derivative works of Supplier Materials, nor remove proprietary notices, nor use Supplier Materials to build a competing service.
- 19.8 Survival. This clause 19 survives expiry or termination of any Call-Off.
- 20 Indemnities**
- 20.1 IP Infringement. Supplier shall defend, indemnify and hold harmless Buyer from third-party claims that the Deliverables (Lot 3) or Supplier Materials used to provide the Services infringe UK Intellectual Property Rights, and shall pay court-awarded damages, Buyer-approved settlement sums, and reasonable costs arising from such claims
- 20.2 Carve-outs. Clause 20.1 does not apply to the extent a claim arises from: (a) Buyer Data or Buyer-provided materials; (b) use not in accordance with the Agreement/Call-Off/SOW; (c) combinations or modifications not supplied or approved by Supplier; (d) adherence to Buyer-mandated designs, tools or configurations; or (e) Open Source Software used under its own licence terms.
- 20.3 Remedies. Where a claim under clause 20.1 is likely to succeed, Supplier may at its cost: (a) procure continued use; (b) modify or replace the impacted item so it is non-infringing without materially adverse functional impact; or (c) remove the impacted item and refund relevant pre-paid Charges on a pro-rata basis (for SaaS, the affected period only).
- 20.4 Buyer Materials. Buyer shall defend, indemnify and hold harmless Supplier from third-party claims alleging that Buyer Data or Buyer-provided materials infringe UK Intellectual Property Rights or breach Law, and shall pay court-awarded damages and reasonable costs arising from such claims.
- 20.5 Confidentiality/Data Protection. Each Party shall defend, indemnify and hold the other harmless against third-party claims arising from that Party's material breach of clause 10 (Confidentiality) or Schedule C (DPA), to the extent caused by that Party's acts/omissions.
- 20.6 Procedure. The indemnified Party shall: (a) give prompt written notice; (b) grant the indemnifying Party sole control of defence/settlement (no admission or non-monetary obligation for the indemnified Party without consent); and (c) provide reasonable cooperation at the indemnifying Party's expense.

- 20.7 Caps and Precedence. Unless the Call-Off states otherwise, indemnities in this Clause are subject to Clause 15 (Liability) caps and exclusions. Court-awarded IP infringement damages under clause 20.1 are within the cap and not double-countable with other heads of loss. Nothing limits liability where such limitation is not permitted by Law. Mandatory CCS Call-Off terms prevail in case of conflict.
- 21 Non-Solicitation**
- 21.1 Each Party agrees that it shall not, without the prior written consent of the other Party, directly or indirectly, solicit or induce for employment or engagement any key Personnel directly involved in delivering or managing the Services under any Call-Off, for a period of twelve (12) months following completion or termination of the relevant Call-Off.
- 21.2 This restriction shall not apply to general recruitment activities not specifically targeted at the other Party's Personnel (e.g., public job adverts, open recruitment portals, general LinkedIn postings). This Clause does not restrict unsolicited applications made without prior inducement.
- 22 Governing Law and Jurisdiction**
- This Agreement and any Call-Off shall be governed by and construed in accordance with the laws of England and Wales, without regard to any conflict-of-laws principles that would require the application of the laws of another jurisdiction. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or any Call-Off (including any non-contractual disputes or claims). The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.
- 23 Independent Contractor**
- 23.1 Status. Supplier is an independent contractor and not a partner, employee, agent or joint-venturer of the Buyer. Nothing in this Agreement constitutes or shall be construed as constituting a partnership or joint venture between the Parties for any purpose.
- 23.2 No Authority to Bind. Supplier and its Personnel have no authority (and shall not hold themselves out as having authority) to bind the Buyer, enter into agreements on the Buyer's behalf, or incur obligations for or on behalf of the Buyer, unless expressly authorised in writing by the Buyer.
- 24 Personnel & TUPE**
- 24.1 Benefits and Employment Status. Supplier acknowledges that it and its Personnel are excluded from Buyer benefit plans (including any profit-sharing, pension, welfare, bonus, incentive, share/stock purchase or other employee benefit plans). Supplier remains the employer (or engager) of its Personnel and is solely responsible for their management and supervision.
- 24.2 Taxes and Employment Obligations. Supplier is solely responsible for all taxes, withholdings, social security/National Insurance, workers' compensation/employers' liability, and any other statutory payments, filings and employment obligations relating to its Personnel.
- 24.3 TUPE – Non-application and Allocation. The Parties do not anticipate that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply to the commencement or performance of the Services. If, however, any person employed or formerly employed by the Buyer or any previous service provider claims or is determined to have transferred (or would have transferred but for resignation) to Supplier under TUPE in connection with the Services, Supplier may terminate such person's employment, and the Buyer shall indemnify and reimburse Supplier for all direct losses, costs, liabilities, awards, settlements, fines, penalties, expenses and reasonable legal fees incurred by Supplier arising from or in connection with such claim, termination, or any period of employment before transfer or during notice/consultation required by Law.
- 24.4 Responsibility for Acts/Omissions. Each Party remains responsible for the acts and omissions of its own Personnel in connection with the performance of this Agreement.
- 24.5 No Derogation from Law. Nothing in this clause 24 limits or excludes any rights or obligations that cannot be limited or excluded by Law, including TUPE where it mandatorily applies pursuant to the Call-Off.
- 25 Dispute Resolution**
- 25.1 Notice of Dispute. If a dispute arises out of or in connection with this Agreement or any Call-Off, either Party may give written notice to the other Party describing the nature of the dispute (a "Dispute Notice").
- 25.2 Operational Level Resolution. Within 10 Working Days of a Dispute Notice, the Parties' operational leads shall meet (in person or virtually) to attempt to resolve the dispute in good faith.
- 25.3 Escalation to Senior Representatives. If the dispute is not resolved under clause 25.2 within 10 Working Days, it shall be escalated to senior representatives of each Party, who shall meet and negotiate in good faith to seek resolution.
- 25.4 Mediation. If the dispute remains unresolved 20 Working Days after escalation under clause 25.3, either Party may refer the matter to mediation under the CEDR Model Mediation Procedure, unless the Parties agree an alternative mediation service. The mediator shall be appointed by agreement or, failing agreement within 10 Working Days, by CEDR.
- 25.5 Costs of Mediation. Each Party shall bear its own internal costs incurred in connection with the dispute (including management time, legal fees, and preparation costs). The fees and expenses of the mediator and the mediation service shall be shared equally (50/50) between the Parties. Nothing in this clause prevents CCS Call-Off terms from taking precedence where mandatory.
- 25.6 Litigation. If the dispute is not resolved within 30 Working Days after the appointment of a mediator, either Party may commence court proceedings in accordance with clause 22 (Governing Law and Jurisdiction).
- 25.7 Interim Relief. Nothing in this clause prevents either Party seeking urgent injunctive or equitable relief at any time.

26 Force Majeure

- 26.1 No breach. Neither Party shall be in breach of this Agreement nor liable for any delay or failure to perform its obligations (other than payment obligations) to the extent such delay or failure results from a Force Majeure Event, being any event beyond the reasonable control of the affected Party, including acts of God, flood, fire, epidemic or pandemic, war, terrorism, civil unrest, industrial action by third parties, failure of utilities, or failure of suppliers or subcontractors due to a Force Majeure Event.
- 26.2 Notification and mitigation. The affected Party shall notify the other as soon as reasonably practicable of the Force Majeure Event and shall use reasonable endeavours to mitigate its effects.
- 26.3 Prolonged force majeure. If a Force Majeure Event continues for more than 30 days, either Party may terminate the affected Call-Off on written notice without liability, save for Charges due for Services performed up to the termination date. For clarity, this clause 26 operates subject to the Call-Off order of precedence and any CCS-mandated terms.

27 Termination and Suspension

- 27.1 Termination for Cause. Either Party may terminate the applicable Call-Off by written notice if the other Party commits a material breach which, where remediable, is not remedied within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied (or such other period as the Call-Off specifies). Termination takes effect on expiry of the cure period if the breach remains unremedied.
- 27.2 Termination for Convenience (Buyer). The Buyer may terminate for convenience if and to the extent expressly permitted in the Call-Off (including any notice and charge provisions stated therein). Nothing in these Master Terms expands any Buyer convenience rights beyond those set out in the Call-Off and mandatory CCS terms.
- 27.3 Insolvency. Either Party may terminate the applicable Call-Off immediately by written notice if the other Party: (a) is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 Insolvency Act 1986; (b) enters into liquidation, administration or provisional liquidation (other than for a solvent amalgamation or reconstruction) or has a receiver, manager or administrative receiver appointed over any of its assets; (c) makes any composition or arrangement with its creditors or has a moratorium declared in respect of its indebtedness; (d) has an encumbrancer take possession of its assets; or (e) suffers any analogous event in any jurisdiction. Termination under this clause 27.3 is without prejudice to any accrued rights or remedies.
- 27.4 Suspension. Supplier may suspend performance of the Services (in whole or in part), on fourteen (14) days' prior written notice, where: (a) undisputed sums remain overdue

beyond their due date; or (b) Supplier reasonably determines that continued provision would create a material security risk to the Services or Buyer Data and suspension is necessary to prevent or mitigate such risk. Supplier shall lift the suspension promptly once the triggering issue is resolved. Suspension does not constitute termination and does not relieve the Buyer of the obligation to pay amounts properly due (including any applicable interest/administrative fees).

- 27.5 Effect of Termination/Expiry. On termination or expiry of a Call-Off: (a) Buyer shall pay all outstanding Charges properly due up to the effective date; (b) Supplier shall provide any exit assistance expressly purchased in the Call-Off/SOW and facilitate data export; (c) Buyer's right to access Lot 2 (SaaS) shall cease (save for any limited post-termination access expressly agreed for data extraction); and (d) Lot 3 Deliverables shall continue to be licensed to Buyer in accordance with Clause 19.3. Any provisions which by their nature are intended to survive (including clause 10 (Confidentiality), 11 (Data Protection), 15 (Liability), 9 (IPR) and this clause 27.5) shall survive.
- 27.6 Precedence. This clause 27 operates subject to the Call-Off order of precedence and any mandatory CCS G-Cloud terms. Where the Call-Off prescribes different or additional termination, suspension or exit provisions, those Call-Off provisions prevail to the extent of any inconsistency.

28 General Provisions

- 28.1 Severability
If any provision (or part of a provision) of this Agreement is held to be invalid, unlawful or unenforceable, that provision (or part) shall be deemed deleted to the minimum extent necessary and the validity and enforceability of the remaining provisions shall not be affected. The Parties shall negotiate in good faith to replace any invalid, unlawful or unenforceable provision with a valid provision that, to the greatest extent possible, achieves the intended commercial effect of the original.
- 28.2 No Waiver
A failure or delay by either Party to exercise any right or remedy under this Agreement (including any Call-Off) shall not constitute a waiver of that or any other right or remedy. Any waiver must be in writing and signed by an authorised representative of the waiving Party and shall apply only to the specific instance identified.
- 28.3 Assignment and Delegation (PSC/G-Cloud-Aligned)
Neither Party may assign, novate, transfer or delegate any of its rights or obligations under this Agreement or any Call-Off without the prior written consent of the other Party (not to be unreasonably withheld or delayed), save that:
(a) either Party may assign to an Affiliate as part of an internal re-organisation on written notice, provided the assigning Party remains jointly and severally liable; and
(b) the Supplier may sub-contract in accordance with Clause 7 (Personnel and Subcontracting) and Schedule C (Data Processing Addendum). Any assignment, transfer or delegation in breach of this Clause is void. Nothing in this Clause varies the Call-Off order of precedence or any CCS-mandated restrictions.

28.4 Third-Party Rights

Except as expressly stated in a Call-Off, nothing in this Agreement grants any rights under the Contracts (Rights of Third Parties) Act 1999 to any person who is not a Party to this Agreement or the relevant Call-Off. This does not affect any rights or remedies of a third party that exist or are available apart from that Act.

28.5 Variations

No amendment or variation of this Agreement or any Call-Off is effective unless in writing and signed by authorised representatives of both Parties (or made through a Call-Off change control where permitted). Terms on a purchase order, order acknowledgement, portal or similar document are of no effect unless expressly incorporated in accordance with this Clause.

28.6 Counterparts; Electronic Signatures

This Agreement and any Call-Off may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which when executed and delivered shall constitute a duplicate original, together constituting one agreement. Electronic signatures and electronic copies shall be treated as originals for all purposes.

28.7 Interpretation Rules

Unless the context requires otherwise:

- (a) references to Clauses/Sections are to clauses/sections of these Master Terms;
- (b) words in the singular include the plural and vice-versa;
- (c) a reference to a person includes a natural person, corporate or unincorporated body;
- (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes subordinate legislation;
- (e) the words including, include, in particular or for example are illustrative and do not limit the sense of the words preceding them;
- (f) headings are for convenience only and shall not affect interpretation;
- (g) an obligation not to do something includes an obligation not to allow that thing to be done; and
- (h) references to subsidiary/holding company are to be construed in accordance with section 1159 Companies Act 2006 and parent undertaking/subsidiary undertaking in accordance with section 1162 of that Act.

28.8 Further Assurance

Each Party shall, at its own cost, do and execute, or arrange for the doing and executing of, all acts, documents and things reasonably requested by the other Party to give full effect to this Agreement and the transactions contemplated by it.

28.9 Cumulative Remedies

Except as expressly stated otherwise in this Agreement or a Call-Off, the rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

28.10 Survival

Provisions which by their nature are intended to survive expiry or termination of this Agreement or any Call-Off shall survive, including Confidentiality (Clause 10), Data Protection (Clause 11), Liability (Clause 15), Ownership of Intellectual Property (Clause 19), Indemnities (Clause 20), Termination consequences (Clause 27.5), General Provisions (this Clause 28), and any payment obligations accrued but unpaid.

28.11 Precedence (PSC/G-Cloud)

These Master Terms operate subject to the executed Call-Off (including the Order Form and applicable Call-Off Schedules) and any mandatory CCS/PSC terms. If there is any conflict:

- (1) the executed Call-Off (and its Schedules) prevails;
- (2) the relevant Lot Schedule prevails;
- (3) these Master Terms prevail;
- (4) any other incorporated Supplier policy prevails last.

28.12 Anti-Bribery and Ethical Standards

The Parties' anti-bribery, modern slavery, sanctions and other compliance commitments are set out in Clause 18 (Compliance and Ethics). Nothing in this Clause 28 limits those obligations.

28.13 Affiliate

Means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means the legal power to direct the management and policies of an entity, whether through ownership, voting rights or contract.

28.14 Applicable Law

Means all laws, statutes, regulations, regulatory requirements, directives, codes of practice, guidance and mandatory standards applicable to the Parties, the Services or the Processing of Personal Data, including UK GDPR, the Data Protection Act 2018, FOIA, and applicable public sector procurement rules.

28.15 Working Day

Means any day other than a Saturday, Sunday or public holiday in England and Wales.

28.16 Force Majeure Event

Has the meaning given in Clause 26 and includes any event beyond a Party's reasonable control which prevents or delays performance of its obligations under this Agreement, excluding payment obligations.

28.17 Intellectual Property Rights (IPR)

Means all intellectual property rights, including patents, copyright, design rights, database rights, trade marks, trade secrets and know-how, whether registered or unregistered, including all applications, renewals and extensions.

28.19 Material Breach

Means a breach of this Agreement or a Call-Off that is serious in nature or effect, including (without limitation) breaches of confidentiality, data protection, security obligations, or obligations that materially impact delivery of the Services, Buyer Data or security outcomes.

28.20 Security Incident

Means any actual or suspected unauthorised access, disclosure, loss, corruption, destruction or alteration of Buyer Data, or any event impacting the confidentiality, integrity or availability of the Services.

28.21 Sub-processor

Means any third party engaged by the Supplier to process Personal Data on behalf of the Buyer, as described in Schedule C (Data Processing Addendum).

28.22 Service Definition

Means the document published by the Supplier describing the scope, features, service levels, dependencies and limitations of a Service listed on G-Cloud, as referenced in the relevant Lot Schedule.

28.23 Call-Off

Means the contract executed between the Buyer and Supplier under the CCS G-Cloud Framework for the purchase of Services, including the Order Form and all applicable Call-Off Schedules.

28.24 Deliverables

Means the outputs expressly identified in an applicable Statement of Work or Order Form under Lot 3 (Cloud Support), excluding SaaS components and all Supplier Background IPR or Supplier Platform

28.25 IPR.

Schedules

Means the documents expressly incorporated into these Master Terms, including:

- (a) Lot 2 Service Schedule;
- (b) Lot 3 Service Schedule;
- (c) Schedule A (SaaS Service Definition);
- (d) Schedule C (Data Processing Addendum); and
- (e) any additional written schedules agreed by the Parties.

Executed for and on behalf of the Supplier
Dataframe Solutions Ltd

Signature: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

Date: _____ (Print)

Executed for and on behalf of the Buyer

Insert Buyer Legal Entity Name _____ (Print)

Signature: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

Date: _____ (Print)