



ADVANTIQ Discover

Terms and Conditions

AI Email, Document and Records Processing
for Correspondence and Casework

Advantiq Solutions Limited, 128 City Road, London, EC1V 2NX, United Kingdom. Company number 09362756.

These Service Terms apply to ADVANTIQ services purchased under the Crown Commercial Service G-Cloud 15 framework (RM1557.15), Lot 2b (Tenant-deployed Software as a Service) and Lot 3 (Cloud Support).

1. About these Service Terms

1.1 These Service Terms and Conditions (the "Service Terms") are intended to be used with the Crown Commercial Service (CCS) G-Cloud 15 framework (RM1557.15). They apply to ADVANTIQ services purchased under Lot 2b (Tenant-deployed Software as a Service) and/or Lot 3 (Cloud Support).

1.2 These Service Terms are designed to be read alongside the applicable CCS G-Cloud 15 call-off contract and schedules (the "Call-Off Contract") and the Order Form / Call-Off Schedule 5 (Pricing Details). Where a Buyer requests a Statement of Work or similar document, it will be treated as part of the Order Form or an agreed delivery plan under the Call-Off Contract.

1.3 If there is any conflict or inconsistency between these Service Terms and the Call-Off Contract, the Call-Off Contract will take precedence. Nothing in these Service Terms is intended to reduce or limit any rights a Buyer has under the Call-Off Contract.

2. Definitions and interpretation

2.1 In these Service Terms:

- "ADVANTIQ", "we", "us", "our" means Advantiq Solutions Limited (company number 09362756).
- "Adapter" means a connection supplied by ADVANTIQ between the Services and a Buyer system. Adapters are either Standard Adapters or Custom Adapters.
- "Buyer" means the public sector body (or other eligible contracting authority) purchasing Services under G-Cloud 15.
- "Call-Off Contract" means the CCS G-Cloud 15 call-off contract terms and schedules agreed between the Buyer and ADVANTIQ.
- "Charges" means the charges payable for the Services as set out in the Order Form / pricing schedule.
- "Client Data" means data (including Personal Data) provided to, processed by, or generated by the Services on behalf of the Buyer.
- "Confidential Information" has the meaning given in the Call-Off Contract and includes information marked or treated as confidential.
- "Deliverables" means the outputs (if any) to be delivered under an Order Form or Statement of Work, excluding Buyer Data itself.

- "Documentation" means user guides, technical guides, and other documentation we make available for the Services.
- "Instance" means one deployment of the Services into one Buyer cloud tenant, including its non-production environments.
- "Model Service" means the language model endpoints and, where audio is processed, the speech-to-text service, selected and supplied by the Buyer and used by the Services. A deployment may use more than one endpoint.
- "Order Form" means the CCS G-Cloud 15 Order Form template (and any agreed schedules) used to place an order for Services.
- "Output" means a classification, extraction, summary, drafted text or other result produced by the Services.
- "Personal Data" has the meaning set out in the UK GDPR and Data Protection Act 2018.
- "Platform Licence" means the annual licence to use the Tenant-deployed SaaS granted under Appendix A for the Tier stated in the Order Form and for one Instance.
- "Published Workflow" means a distinct workflow in Discover with at least one published version, whether configured by ADVANTIQ, by the Buyer, or by a third party acting for the Buyer. Successive versions of the same workflow count as one Published Workflow. Drafts and unpublished workflows do not count.
- "Service Definition" means the service description published by ADVANTIQ on the Digital Marketplace and any order-specific service description in the Order Form.
- "Standard Adapter" means an Adapter included in the Platform Licence at no additional charge, as confirmed at the Order Form.
- "Custom Adapter" means an Adapter to a Buyer system beyond the Standard Adapters, ordered and priced separately.
- "Services" means the Lot 2b and/or Lot 3 services to be provided by ADVANTIQ as set out in the Order Form and Service Definition.
- "Third Party Services" means services or software provided by third parties which the Services depend on or integrate with (for example, a cloud platform provider or a Model Service).
- "Tier" means the Platform Licence tier stated in the Order Form, which determines the number of Published Workflows included and the charge for additional Published Workflows.

2.2 Clause headings are for convenience only and do not affect interpretation.

2.3 References to legislation include amendments, replacements, or re-enactments.

3. Contract structure and order of precedence

3.1 The contract for the Services consists of (in descending order of precedence):

- the Call-Off Contract (including all call-off and joint schedules);
- the Order Form and any agreed Call-Off Schedule 5 (Pricing Details) and Call-Off Schedule 20 (Specification);
- any agreed delivery plan or Statement of Work referenced by the Order Form; and
- these Service Terms and any service-specific schedules in Appendix A and Appendix B.

3.2 Where the Buyer and ADVANTIQ agree any variations, they must be documented in writing in accordance with the Call-Off Contract (for example, using the CCS variation form where applicable).

4. Provision of the Services

4.1 We will provide the Services with reasonable skill and care and in accordance with good industry practice.

4.2 We will deliver the Services as described in the Service Definition and Order Form. Any dates or timescales we provide are estimates unless expressly stated otherwise in the Order Form.

4.3 The Buyer is responsible for providing timely decisions, access, information and cooperation that we reasonably require to deliver the Services.

4.4 If delivery is delayed or materially impacted due to Buyer acts or omissions (including delays in providing access, approvals, or information), the parties will agree a revised plan and (where applicable) the impact on Charges in accordance with the Call-Off Contract change control process.

5. Change control

5.1 Changes to scope, Deliverables, service levels, or timelines must be agreed through the Call-Off Contract change control process. Where we are asked to provide an estimate for a change, we will do so in writing.

6. Charges, invoicing and payment

6.1 Charges and payment terms are as set out in the Call-Off Contract and the Order Form. Unless otherwise agreed in the Order Form, subscription Charges are invoiced monthly, or annually in advance, and time and materials Charges are invoiced monthly in arrears.

6.2 Reasonable and pre-agreed expenses (for example, travel required by the Buyer) may be charged where permitted by the Call-Off Contract and specified in the Order Form.

6.3 Published Workflows may be added at any time during a licence year at no additional charge. The number of Published Workflows is assessed at each anniversary under paragraph A4 and sets the Charges for the following year.

6.4 Charges for Custom Adapters, Discovery packages and Pilot packages are payable when ordered and are not affected by paragraph A4.

6.5 Prices published on the Digital Marketplace are the maximum chargeable under the Framework. Where the Order Form records a lower price, that price applies.

7. Service levels and support

7.1 Where service levels apply, they will be specified in the Order Form and/or the relevant Service Schedule (Appendix A for Tenant-deployed SaaS and Appendix B for Cloud Support).

7.2 If service credits or other remedies apply for failure to meet service levels, they will be set out in the Call-Off Contract (including Call-Off Schedule 14 (Performance Levels)) and/or the Order Form.

7.3 Support channels, hours and response targets are described in the Service Definition and in Appendix B, and may be tailored in the Order Form. A single set of response and update targets applies across the Services, as set out in paragraph B5.

8. Data protection and information security

8.1 The parties will comply with applicable Data Protection Laws, including the UK GDPR and the Data Protection Act 2018.

8.2 Unless otherwise stated in the Order Form, the Buyer is the Controller of Personal Data and ADVANTIQ acts as Processor when processing Personal Data on the Buyer's behalf to provide the Services.

8.3 We will process Personal Data only on documented instructions from the Buyer (including as set out in the Order Form and Call-Off Contract) and will ensure that persons authorised to process Personal Data are bound by appropriate confidentiality obligations.

8.4 We will implement appropriate technical and organisational measures to protect Personal Data and Client Data. Details of the applicable security approach (including any standards or certifications) will be set out in the Service Definition and/or the Order Form. We will maintain the certifications stated in the Service Definition and will notify the Buyer if their status changes.

8.5 If we become aware of a Personal Data breach or security incident affecting Client Data, we will notify the Buyer without undue delay and provide information and reasonable assistance in line with the Call-Off Contract.

8.6 We will not appoint sub-processors to process Personal Data for the Services except as permitted by the Call-Off Contract and the Order Form. Where the Call-Off Contract requires notices or approvals for sub-processor changes, we will follow that process.

8.7 We do not use Client Data to train models. Where the Services are deployed into the Buyer's environment, we do not retain documents, emails or Personal Data outside that

environment. We retain workflow configuration, prompt templates, version records, and processing metadata such as timestamps, status and error details.

8.8 The Buyer selects the Model Service. Where the Buyer selects a Model Service operated by a third party, the processing location and the data handling terms for that service follow the Buyer's selection.

9. Confidentiality, transparency and freedom of information

9.1 Each party will protect the other party's Confidential Information in accordance with the Call-Off Contract.

9.2 The Buyer may be subject to transparency obligations and freedom of information legislation (including the Freedom of Information Act 2000 and Environmental Information Regulations 2004). Where the Buyer receives a request relating to the Services, the Buyer will handle the request in accordance with its legal duties. We will provide reasonable assistance where requested and where lawful.

9.3 The parties may identify information as commercially sensitive in accordance with the Call-Off Contract (for example, Joint Schedule 4 (Commercially Sensitive Information)).

10. Intellectual property

10.1 Intellectual property rights are allocated in accordance with the Call-Off Contract. Unless otherwise stated in the Order Form:

- we retain ownership of our pre-existing materials, tools, methods, software, and know-how used to provide the Services (our "Background IPR");
- the Buyer retains ownership of Buyer systems, Buyer data, and Buyer materials (the Buyer's "Background IPR"); and
- the Buyer will own (or receive the benefit of) Deliverables created specifically for the Buyer, subject to our Background IPR and any third party rights.

10.2 Where the Services include Tenant-deployed SaaS, the Buyer's rights to use the software are a licence granted on the terms set out in paragraph A3 and the Order Form.

10.3 The Buyer owns all rights, title and interest in Client Data and in the Outputs produced from it. ADVANTIQ takes only the rights needed to provide the Services.

10.4 Workflow configuration, rules and prompt content created by or for the Buyer within the Services belong to the Buyer. This does not transfer any rights in the platform, its components, templates or Adapters.

11. Third party services and dependencies

11.1 Some Services depend on Third Party Services. Third Party Services are provided under the relevant third party's terms and service levels, and any remedies are limited to those provided by the third party, except where the Call-Off Contract provides otherwise.

11.2 The Buyer is responsible for procuring and maintaining any third party licences, subscriptions, or cloud resources that the Order Form assigns to the Buyer.

11.3 The Buyer selects the Model Service and supplies the endpoints and credentials used by the Services. The Buyer is responsible for the cost of the Model Service and for its availability and performance.

12. Warranties

12.1 We warrant that we will provide the Services with reasonable skill and care. Any additional warranties are as set out in the Call-Off Contract and, where applicable, Appendix A.

12.2 The Services use artificial intelligence models to produce Outputs. Outputs are probabilistic and may contain errors or omissions. We do not warrant that any Output will be accurate, complete or suitable for a particular decision.

12.3 Outputs carry supporting information for the Buyer's own review, including, where configured, a confidence score and an explanation of the basis for a result. The Services also provide tools for measuring accuracy. The Buyer determines how Outputs are used, which are actioned automatically and which are held for review, and is responsible for decisions taken on the basis of Outputs. Where specific review steps or acceptance thresholds are required, they are agreed in the Order Form.

12.4 Indicative performance, accuracy, throughput and cost figures in the Service Definition are illustrative and are drawn from prior workloads. They are not warranted. Actual results depend on the Buyer's content, configuration and selected Model Service.

13. Liability

13.1 Liability between the parties is governed by the Call-Off Contract. Nothing in these Service Terms excludes or limits liability that cannot be excluded or limited by law.

13.2 We are not responsible for issues caused by: (a) Buyer systems or Buyer-managed cloud environments; (b) Third Party Services; or (c) Buyer's failure to follow reasonable instructions or prerequisites set out in the Order Form or Documentation, except to the extent the Call-Off Contract provides otherwise.

13.3 Subject to clause 13.1, we are not responsible for decisions taken by the Buyer or a third party on the basis of Outputs, or for the performance of the Model Service selected by the Buyer.

14. Term, suspension and termination

14.1 The term of the Services and any termination rights are as set out in the Call-Off Contract and the Order Form.

14.2 If the Buyer fails to pay undisputed Charges in accordance with the Call-Off Contract, we may suspend the affected Services in accordance with the Call-Off Contract. We will only suspend where permitted and will give the notices required by the Call-Off Contract.

14.3 Unless the Order Form provides otherwise, a Platform Licence renews annually unless either party gives written notice of non-renewal at least 60 days before the end of the current term.

15. Exit management

15.1 Exit and transition assistance (including data export and handover) will be provided in accordance with the Call-Off Contract (including Call-Off Schedule 10 (Exit Management)) and the relevant Service Schedule. Where the Buyer requests additional exit support, this will be agreed and charged in accordance with the Order Form.

16. Subcontractors

16.1 We may use subcontractors to provide parts of the Services where permitted by the Call-Off Contract. We remain responsible for the performance of our subcontractors in accordance with the Call-Off Contract.

17. Personnel and Buyer policies

17.1 Where Services are delivered on Buyer premises or with access to Buyer systems, our personnel will comply with the Buyer's reasonable security and site policies (provided the Buyer supplies those policies in advance).

17.2 ADVANTIQ personnel engaged on the Services are vetted to BPSS or equivalent. Higher levels of clearance are available by agreement in the Order Form.

18. Accessibility

18.1 Where the Services include user interfaces, ADVANTIQ works to WCAG 2.1 AA and provides information on known limitations and mitigations on request.

19. General

19.1 These Service Terms are governed by the law specified in the Call-Off Contract (or, if not specified, the law of England and Wales).

19.2 Notices must be given in the manner and to the addresses specified in the Order Form and Call-Off Contract.

19.3 This document does not create a partnership or joint venture between the parties.

Appendix A. Tenant-deployed SaaS (Lot 2b) service schedule

A1. Scope

A1.1 This schedule applies where the Order Form includes Tenant-deployed Software as a Service ("Tenant-deployed SaaS"). Tenant-deployed SaaS means software supplied by ADVANTIQ that is deployed into, and operated within, the Buyer's cloud tenant (or other Buyer-controlled environment) as described in the Service Definition and Order Form.

A1.2 Where the Buyer's environment is used to host or run the software, the Buyer is responsible for the underlying cloud subscription, networking, identity and access management, and any cloud resources not expressly provided by ADVANTIQ.

A2. Provisioning and access

- We will provide installation and configuration instructions suitable for the Buyer's environment.
- The Buyer is responsible for granting the access we reasonably require to deploy and support the software.
- User access and permissions will be managed by the Buyer unless otherwise agreed in the Order Form.
- We may provide deployment scripts, templates, or automation to support installation and upgrades.

A3. Licence grant and scope

A3.1 Subject to payment of the Charges, ADVANTIQ grants the Buyer a non-exclusive, non-transferable licence to use the Tenant-deployed SaaS for the term, for the Tier stated in the Order Form and for one Instance. Each additional Instance requires a separate licence.

A3.2 The licence is granted to the contracting entity named in the Order Form. Within that entity there is no restriction on which teams, business units or functions may use the Services or any Published Workflow. Use by another legal entity requires a separate licence or an agreed variation.

A3.3 Where the Buyer holds more than one licence, the parties may agree to combine them at renewal.

A3.4 The Buyer may permit its contractors and suppliers to configure and operate the Services on its behalf, provided they use the Services only for the Buyer and are bound by obligations no less protective than these Service Terms. The Buyer remains responsible for their acts and omissions.

A3.5 The Buyer will not use the Services to provide a service to, or process content on behalf of, any other organisation, and will not resell, sublicense, or make the Services available as a bureau or managed service, unless agreed in writing.

A3.6 No usage caps are applied to the number of emails, documents or items processed. Licensing is by Published Workflow, not by volume.

A3.7 The licence is granted for the term stated in the Order Form. No perpetual licence is granted.

A4. Workflow entitlement and annual assessment

A4.1 Published Workflows may be added at any time during a licence year at no additional charge. The number of Published Workflows is assessed at each anniversary of the Order Form start date and sets the Charges for the following year. The first assessment falls on the first anniversary of that date.

A4.2 The Tier stated in the Order Form includes the number of Published Workflows set out for that Tier in the published pricing. Published Workflows above that number are charged at the rate set out for that Tier.

A4.3 A Published Workflow counts towards the Tier whether it was configured by ADVANTIQ, by the Buyer, or by a third party acting for the Buyer.

A4.4 Adapters are not Published Workflows and do not count towards the Tier. Mailboxes, queues and other channels feeding a Published Workflow do not count separately.

A4.5 The assessment counts the Published Workflows in place at the anniversary. A workflow unpublished within the three months before an anniversary and republished within the three months after it is counted at that anniversary.

A4.6 The Buyer will maintain an accurate record of its Published Workflows and provide the count on reasonable request.

A4.7 The Services record workflow configuration and call activity. Where the Buyer's configuration permits ADVANTIQ access, ADVANTIQ may use those records to verify the count. Where it does not, including a no-egress deployment, the Buyer will produce a report from those records on request. ADVANTIQ will not access Client Data for this purpose.

A4.8 ADVANTIQ will notify the Buyer of the assessed number of Published Workflows and the resulting Charges for the following year at least 60 days before the anniversary.

A4.9 A Tier increase takes effect from the anniversary at which it is assessed. A Tier reduction takes effect from the anniversary only where the Buyer has given written notice at least 60 days before it.

A4.10 Where the Buyer expects to add Published Workflows or packages during the term, these can be included as priced options in the Order Form at award, so that expansion does not require a further procurement.

A5. Updates and changes

- We may provide updates, patches and new releases during the term, as described in the Service Definition.
- Updates that require Buyer action (for example, platform prerequisites) will be notified in advance where practicable.
- Any material changes to scope or service levels must be agreed via change control.
- The Buyer may choose when to apply updates, unless urgent security fixes are required.

A6. Support

A6.1 Support covers defects and issues attributable to ADVANTIQ-delivered components: application code, standard Adapters, templates and ADVANTIQ-supplied configuration. Configuration authored by the Buyer within a workflow is supported by the Buyer.

A6.2 Support channels, hours and response targets are set out in the Service Definition and paragraph B5, and may be tailored in the Order Form. Extended and out-of-hours cover is available as a priced option.

A7. Availability and recovery

A7.1 As Tenant-deployed SaaS runs in the Buyer's environment, overall service availability depends on the Buyer's chosen hosting platform and configuration. ADVANTIQ does not publish an availability commitment for Buyer-managed infrastructure. Where we commit to availability measures, these will be stated in the Order Form and will apply only to components within our control.

A7.2 Following a failure attributable to ADVANTIQ-delivered components, ADVANTIQ will restore or redeploy those components within the Buyer's environment. Continuity of the underlying tenant resources, including backup and restore, remains the Buyer's responsibility.

A8. Data, backups and retention

- The Buyer controls the location of Client Data where hosted in the Buyer's tenant.
- Backup and disaster recovery responsibilities will be allocated in the Order Form.
- On request, we will provide reasonable guidance on backup configuration and restore testing.

- Retention and deletion of records held by the Services are performed by the Buyer's administrators, or by ADVANTIQ where access is provided, on the Buyer's documented instructions and in accordance with the Call-Off Contract.

A9. Discovery and Pilot packages

A9.1 Discovery and Pilot packages are fixed price for the scope recorded in the Order Form. Package size is assessed by ADVANTIQ at scoping and confirmed in the Order Form.

A9.2 A Pilot deployment is production-grade and converts to a Platform Licence without rebuilding. Conversion is not automatic: continued production use after the Pilot period requires a Platform Licence order.

A9.3 Where the Buyer orders a Platform Licence following a Pilot, the Pilot deployment and the workflows configured during it are retained, and are counted under paragraph A4.

A10. Adapters and templates

A10.1 Standard Adapters are included in the Platform Licence at no additional charge and are maintained by ADVANTIQ. The Standard Adapter set is as confirmed at the Order Form. ADVANTIQ may add to that set during the term and will not reduce it.

A10.2 Custom Adapters are ordered separately and priced as published.

A10.3 ADVANTIQ maintains and updates the workflow templates provided with the Services under the Platform Licence.

A11. Algorithmic transparency

A11.1 Where the Buyer is required to publish a record under the Algorithmic Transparency Recording Standard, ADVANTIQ will provide the information reasonably available to it about the Services and support the Buyer in completing the record. ADVANTIQ does not supply or train the models used by the Services, and information about a model itself is a matter for the Buyer's selected model provider. The Buyer completes, approves and publishes the record.

A12. Exit and portability

A12.1 On expiry or termination of the Platform Licence the licence ends and the Buyer will cease use of the software.

A12.2 We will provide reasonable assistance to confirm the decommissioning and removal of ADVANTIQ-delivered components from the Buyer's environment.

A12.3 The Buyer retains its content and Outputs held within its own environment. The Services provide an export of workflow configuration and audit records in commonly used open formats. Where the volume required exceeds the standard export, ADVANTIQ will provide the extract on request, subject to the Buyer providing access.

A12.4 Where ADVANTIQ holds any Client Data outside the Buyer's environment, it will be returned or deleted within 30 days of the end of the contract, at the Buyer's election.

A12.5 Exit assistance beyond standard handover will be provided at the Buyer's request and charged as agreed in the Order Form.

Appendix B. Cloud Support (Lot 3) service schedule

B1. Scope

B1.1 This schedule applies where the Order Form includes Cloud Support Services. Cloud Support Services may include advisory, design, delivery, assurance, and operational support activities to help the Buyer adopt, implement, or improve cloud services, as described in the Service Definition and Order Form.

B2. Delivery model

- Services may be delivered remotely, on Buyer premises, or a mix of both.
- Work is normally delivered on a time and materials basis unless the Order Form specifies fixed price.
- Deliverables (where applicable) will be set out in the Order Form with acceptance criteria.
- The Buyer will provide timely access to stakeholders and systems where required.

B3. Service requests and ticketing

- Where ongoing support is included, the Buyer may raise requests via the agreed support channels.
- We will classify and prioritise requests in line with the severity definitions in paragraph B5.
- If a request is blocked pending Buyer input for 14 days, it may be closed.

B4. Hours and out-of-hours cover

B4.1 Standard support hours are set out in the Service Definition. Extended cover and 24/7 cover are available as priced options published on the Digital Marketplace and are recorded in the Order Form where taken.

B4.2 Extended support cover widens support hours to 07:00 to 21:00 UK time, Monday to Saturday, excluding UK public holidays. The response and update targets in paragraph B5 apply across those hours.

B4.3 24/7 support cover applies to Severity 1 requests only, at any time. ADVANTIQ will acknowledge a Severity 1 request within 2 hours and engage a suitably skilled engineer on acknowledgement, with updates every 4 hours until the issue is relieved or a workaround is in place. This is a response and diagnosis commitment for ADVANTIQ-delivered components. It is not a restoration guarantee and does not apply to Buyer infrastructure or Third Party Services.

B4.4 24/7 cover is conditional on the Buyer nominating an out-of-hours contact who is available to confirm the issue and provide access where required.

B4.5 Extended cover and 24/7 cover are available only with a Platform Licence, are charged as published, and commence on a date agreed in the Order Form.

B5. Service levels

B5.1 Where response and update targets apply, the targets below are used unless the Order Form states otherwise. The same targets apply to Tenant-deployed SaaS and to Cloud Support, so that a single set of severity definitions applies across the Services.

Severity	Description	Target response	Update cadence
1 Critical	Material defect in ADVANTIQ-delivered components causing core functionality to fail for most users, with no reasonable workaround	2 business hours	Same business day
2 High	Major defect significantly impairing use; a workaround may exist but is unsuitable at scale	4 business hours	Next business day
3 Standard	Non-critical defect, minor functional issue, configuration question or general support query	1 business day	Within 3 business days

B5.2 These are response and update targets, not resolution guarantees, and apply within support hours. Requests may be reclassified where investigation shows a different severity. Where the root cause is determined to be Buyer infrastructure or a Third Party Service, the request may be reclassified as out of scope, with guidance provided where reasonable.

B6. Exclusions

B6.1 The following are excluded from Cloud Support Services. Onboarding and training delivered within a Lot 2b package are included in that package as described in the Service Definition.

- Diagnosis of issues caused solely by Buyer-managed infrastructure or configuration.
- Support for third party software unless expressly included in the Order Form.
- Training, unless expressly included in the Order Form.
- Rectification of data issues caused by Buyer processes or third parties.

B7. Travel and expenses

B7.1 Where on-site attendance is required by the Buyer, any travel and expenses will be agreed in advance and charged only where permitted by the Call-Off Contract and specified in the Order Form.

B8. Contacts

B8.1 Buyer and ADVANTIQ contact details for notices and day-to-day delivery will be set out in the Order Form.