



Intelligent Spaces, Sustainable Futures.

D-XPERT - Automated ESG & Compliance Reporting Engine Service

Terms and Conditions

G-Cloud 15 Framework Agreement

Supplier:	DIREK LTD
Company Registration Number:	11017136
Service:	D-XPERT - Automated ESG & Compliance Reporting Engine Service
Document Version:	1.0
Effective Date:	January 2026

IMPORTANT NOTICE

These Terms and Conditions are incorporated into the G-Cloud 15 Call-Off Contract.

In the event of conflict, the order of precedence set out in the G-Cloud Framework Agreement shall apply.

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1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

Authorised Users: those employees, agents, and independent contractors of the Buyer who are authorised by the Buyer to access and use the Services in accordance with the Buyer's internal policies and these Terms.

Business Day: a day other than a Saturday, Sunday, or public holiday in England and Wales when banks in London are open for business.

Business Hours: 09:00 to 17:00 UK time on any Business Day.

Buyer: the contracting authority or public sector organisation procuring the Services under the G-Cloud Framework Agreement.

Call-Off Contract: the contract formed between the Supplier and the Buyer incorporating these Terms and the Order Form.

Charges: the fees payable by the Buyer for the supply of the Services as set out in the Pricing Document and Order Form.

Confidential Information: information that is proprietary or confidential, marked as confidential, or would be understood to be confidential by a reasonable person.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing: have the meanings given in the Data Protection Legislation.

Customer Data: all data, content, and information (including Personal Data) provided by the Buyer or Authorised Users, or otherwise generated through use of the Services.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, together with any subordinate legislation, guidance, and codes of practice issued by the Information Commissioner's Office.

Documentation: the Service Definition Document, user guides, technical documentation, and any other materials provided by the Supplier relating to the Services.

Force Majeure Event: an event, circumstance, or cause beyond a party's reasonable control including acts of God, flood, drought, earthquake, pandemic, epidemic, terrorist attack, civil commotion, war, armed conflict, labour disputes, fire, explosion, or failure of public or private telecommunications networks.

Framework Agreement: the G-Cloud 15 Framework Agreement between the Crown Commercial Service and the Supplier, reference RM1557.15.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Malicious Software: any software, code, or technology specifically designed to disrupt, damage, or gain unauthorised access to computer systems, including viruses, trojans, worms, logic bombs, spyware, adware, or any other malicious code.

Order Form: the Buyer's call-off order identifying the Services to be provided, the Contract Period, and any additional terms agreed between the parties.

Pricing Document: the pricing information published on the Digital Marketplace for the Services.

Services: the D-XPERT - Automated ESG & Compliance Reporting Engine software-as-a-service and associated support services as described in the Service Definition Document.

Service Definition Document: the document describing the Services, service levels, technical requirements, and support arrangements.

Service Levels: the availability and performance standards for the Services as set out in the Service Definition Document.

Supplier: DIREK LTD, a company incorporated in England and Wales with registered company number [to be inserted].

UK GDPR: the UK General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

1.2 Interpretation

1. References to statutory provisions include those provisions as amended, extended, or re-enacted from time to time.
2. The headings in these Terms are for convenience only and shall not affect their interpretation.
3. Words in the singular include the plural and vice versa.
4. References to persons include bodies corporate, unincorporated associations, and partnerships.
5. The words 'including', 'include', 'in particular', and similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding them.

2. Application and Scope of Terms

2.1 Incorporation into Call-Off Contract

These Terms and Conditions are incorporated into and form part of the Call-Off Contract established between the Supplier and the Buyer pursuant to the Framework Agreement. The Services shall be provided subject to these Terms, the Order Form, and the Service Definition Document.

2.2 Order of Precedence

In the event of any conflict or inconsistency between the documents forming the Call-Off Contract, the order of precedence shall be as follows (highest to lowest):

1. The Framework Agreement;
2. The Order Form;
3. These Terms and Conditions;
4. The Service Definition Document;
5. The Pricing Document.

2.3 Entire Agreement

The Call-Off Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Call-Off Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Call-Off Contract.

3. License and Usage Rights

3.1 Grant of License

Subject to the Buyer's compliance with the terms of the Call-Off Contract and payment of the Charges, the Supplier grants to the Buyer a non-exclusive, non-transferable, revocable license during the Contract Period to:

1. access and use the Services solely for the Buyer's internal business purposes;
2. permit Authorised Users to access and use the Services in accordance with these Terms;
3. use the Documentation in connection with the authorised use of the Services.

3.2 License Restrictions

Except as expressly permitted in these Terms, the Buyer shall not, and shall procure that Authorised Users shall not:

1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Documentation (as applicable) in any form or media or by any means;
2. reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Services, except to the extent permitted by applicable law notwithstanding this restriction;
3. access all or any part of the Services in order to build a product or service which competes with the Services;
4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or Documentation available to any third party except as expressly permitted in these Terms;
5. use the Services to provide services to third parties (including service bureau or time-sharing arrangements);
6. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as expressly permitted;
7. introduce or permit the introduction of any Malicious Software into the Supplier's network or systems;
8. use the Services in any manner that could damage, disable, overburden, impair, or compromise the Supplier's systems or security, or interfere with other users;
9. remove, obscure, or alter any proprietary notices on the Services or Documentation.
10. use the Service to generate or submit reports containing false, misleading, or unsubstantiated claims for certification, audit, or disclosure purposes;
11. use the Service in any manner that breaches applicable data protection law, fails to provide required transparency notices for ingested personal data, or

misrepresents the traceability or accuracy of generated outputs (the Service provides evidence packs based on buyer-supplied data only).

3.3 Authorised Users

The Buyer shall ensure that all Authorised Users comply with these Terms and shall be responsible for any breach of these Terms by any Authorised User. The Buyer shall maintain a record of all Authorised Users and shall provide such information to the Supplier upon reasonable request.

3.4 Suspension of Access

Without prejudice to any other rights or remedies, the Supplier may immediately suspend the Buyer's and any Authorised User's access to the Services if:

1. the Buyer or any Authorised User is in material breach of these Terms;
2. the Supplier reasonably believes that the Services are being used fraudulently or for any unlawful purpose;
3. the Buyer's use of the Services poses a security risk to the Supplier's systems or other customers;
4. the Buyer fails to pay any amount when due.

The Supplier shall use reasonable endeavours to provide the Buyer with advance written notice of any suspension, save where immediate suspension is required for security or legal compliance reasons.

4. Intellectual Property Rights

4.1 Supplier IP

The Buyer acknowledges and agrees that all Intellectual Property Rights in the Services, the underlying software, algorithms, machine learning models, Documentation, and any modifications, enhancements, or derivative works thereof shall remain the exclusive property of the Supplier or its licensors. Nothing in these Terms purports to transfer any Intellectual Property Rights to the Buyer, except for the limited license expressly granted in Clause 3.1.

4.2 Customer Data

The Buyer retains all Intellectual Property Rights in and to the Customer Data. The Buyer grants to the Supplier a non-exclusive, royalty-free license to use, process, store, transmit, and display Customer Data solely to the extent necessary to provide the Services and comply with applicable law.

4.3 Aggregated Anonymous Data

The Supplier may collect and analyze data and information relating to the provision, use, and performance of the Services (including statistical, aggregated, and anonymized data derived from Customer Data), provided that such data does not identify the Buyer or any individual. The Supplier may use such data to improve and enhance the Services, develop new features, and for other business purposes.

4.4 Feedback

If the Buyer provides any feedback, suggestions, or recommendations regarding the Services (collectively, "Feedback"), the Supplier shall be free to use such Feedback without any obligation to the Buyer. The Buyer hereby assigns to the Supplier all rights in such Feedback and agrees to provide such assistance as the Supplier may require to document, perfect, and maintain its rights in the Feedback.

5. Service Provision and Service Levels

5.1 Service Delivery

The Supplier shall provide the Services with reasonable skill and care in accordance with the Service Levels set out in the Service Definition Document. The Services shall be made available 24 hours per day, 7 days per week, save for scheduled maintenance and unplanned outages.

5.2 Service Level Agreement

The Supplier shall use reasonable endeavours to achieve an availability target of 99.9% measured monthly on a 24/7 basis, excluding scheduled maintenance performed with 48 hours' advance notice. Service availability is calculated as follows:

$$\text{Availability \%} = [(Total Minutes in Month - Downtime Minutes) / Total Minutes in Month] \times 100$$

Where "Downtime" means any period during which the Services are unavailable to Authorised Users, excluding scheduled maintenance and outages caused by factors outside the Supplier's reasonable control.

5.3 Service Credits

If the Supplier fails to meet the Service Levels in any calendar month, the Buyer shall be entitled to receive service credits as the sole and exclusive remedy for such failure. Service credits shall be calculated as follows:

Monthly Uptime	Service Credit	Applied To
99.0% to < 99.9%	10% of monthly Charges	Next invoice
95.0% to < 99.0%	25% of monthly Charges	Next invoice
< 95.0%	50% of monthly Charges	Next invoice

Service credits are provided as a credit against future Charges only and are not redeemable for cash. Service credits shall not accumulate beyond one billing cycle and are capped at 50% of the monthly Charges. To receive service credits, the Buyer must submit a claim within 30 days of the end of the affected month.

5.4 Scheduled Maintenance

The Supplier shall provide the Buyer with at least 48 hours' advance written notice of all scheduled maintenance. Wherever reasonably practicable, scheduled maintenance shall be performed outside Business Hours. Emergency maintenance required for security or system stability may be performed with reduced notice.

5.5 Support Services

The Supplier shall provide support services as set out in the Service Definition Document. Standard support is available via email and online ticketing system during Business Hours. Critical incidents (Priority 1) receive 24/7 response within 1 hour of notification.

6. Data Protection and Security

6.1 Data Protection Roles

For the purposes of the Data Protection Legislation and in relation to any Personal Data processed under this Call-Off Contract:

- a) the Buyer is the Controller;
- b) the Supplier is the Processor;
- c) Schedule 1 (Data Processing Particulars) sets out the subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of Data Subjects.

6.2 Processor Obligations

The Supplier shall:

1. process Personal Data only on documented instructions from the Buyer (which shall be deemed to include processing necessary to provide the Services), unless required to do so by law;
2. ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
3. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as further described in the Service Definition Document;
4. not engage a sub-processor without prior written authorization from the Buyer. The Buyer authorizes the engagement of sub-processors listed in Schedule 2, subject to the Supplier complying with Clause 6.3;
5. taking into account the nature of the Processing, assist the Buyer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising Data Subject rights;
6. assist the Buyer in ensuring compliance with its obligations under Articles 32 to 36 of the UK GDPR;
7. at the choice of the Buyer, delete or return all Personal Data to the Buyer after the end of the provision of Services, and delete existing copies unless storage is required by law;
8. make available to the Buyer all information necessary to demonstrate compliance with its obligations and allow for and contribute to audits conducted by the Buyer or an auditor mandated by the Buyer.

6.3 Sub-Processors

Where the Supplier engages a sub-processor for carrying out specific Processing activities:

1. the Supplier shall impose on the sub-processor the same data protection obligations as set out in this Clause 6 by way of a written contract;
2. the Supplier remains fully liable to the Buyer for the performance of the sub-processor's obligations;
3. the Supplier shall provide the Buyer with at least 14 days' prior written notice of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Buyer the opportunity to object to such changes on reasonable grounds relating to data protection compliance.

6.4 Data Location and Transfers

All Customer Data shall be stored and processed within the United Kingdom. The Supplier shall not transfer Customer Data outside the United Kingdom without the prior written consent of the Buyer. If such transfer is required by law, the Supplier shall inform the Buyer of that legal requirement before Processing, unless prohibited by law on important grounds of public interest.

6.5 Personal Data Breaches

The Supplier shall notify the Buyer without undue delay upon becoming aware of a Personal Data Breach affecting Customer Data, and in any event within 24 hours of becoming aware. Such notification shall contain, at a minimum:

1. a description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned;
2. the likely consequences of the Personal Data Breach;
3. the measures taken or proposed to be taken to address the Personal Data Breach and to mitigate its possible adverse effects.

The Supplier shall cooperate with the Buyer and take such reasonable commercial steps as are directed by the Buyer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

6.6 Security Measures

The Supplier shall implement and maintain appropriate technical and organizational measures to protect Customer Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration, or disclosure. Such measures shall include, but not be limited to:

1. encryption of Customer Data in transit using TLS 1.2 or higher;
2. encryption of Customer Data at rest using AES-256 encryption;
3. logical separation of Customer Data from other customers (multi-tenancy isolation);
4. regular security vulnerability scanning and penetration testing;
5. access controls implementing the principle of least privilege;

6. multi-factor authentication for administrative access;
7. comprehensive audit logging with tamper-proof storage;
8. regular backup and disaster recovery testing.

7. Charges and Payment

7.1 Charges

The Buyer shall pay the Charges as set out in the Pricing Document and Order Form. All Charges are exclusive of Value Added Tax (VAT), which shall be added at the prevailing rate and paid by the Buyer.

7.2 Invoicing and Payment Terms

The Supplier shall invoice the Buyer in accordance with the payment schedule set out in the Order Form. Unless otherwise agreed, Charges are invoiced monthly or annually in advance. Payment is due within 30 days of the invoice date, in accordance with standard UK government payment policy.

7.3 Late Payment

If the Buyer fails to make any payment due to the Supplier by the due date, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time, accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment.

7.4 Disputed Invoices

If the Buyer disputes any invoice in good faith, it shall notify the Supplier in writing within 10 Business Days of receipt, providing reasonable detail of the dispute. The parties shall work together in good faith to resolve the dispute within 20 Business Days. The Buyer shall pay any undisputed portion of the invoice by the due date.

7.5 Price Reviews

The Supplier may increase the Charges on an annual basis by providing the Buyer with not less than 90 days' written notice. Any increase shall not exceed the percentage increase in the Consumer Prices Index (CPI) over the preceding 12-month period.

8. Warranties and Representations

8.1 Supplier Warranties

The Supplier warrants and represents that:

1. it has full power and authority to enter into and perform its obligations under the Call-Off Contract;
2. the Services shall be performed with reasonable skill and care, in accordance with good industry practice;
3. it shall comply with all applicable laws and regulations, including but not limited to the Modern Slavery Act 2015, Bribery Act 2010, and Equality Act 2010;
4. it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations;
5. to the best of its knowledge and belief, the Services do not and will not infringe any third party Intellectual Property Rights;
6. it maintains appropriate insurances including professional indemnity and cyber liability coverage.

8.2 Buyer Warranties

The Buyer warrants and represents that:

1. it has full power and authority to enter into and perform its obligations under the Call-Off Contract;
2. it owns or has the necessary rights to use the Customer Data and to grant the Supplier the rights contemplated by these Terms;
3. the Customer Data does not and will not infringe any third party rights or contain any Malicious Software;
4. it shall use the Services in compliance with all applicable laws and these Terms.

8.3 Disclaimer

Except as expressly stated in these Terms, all warranties, conditions, representations, and other terms, whether express or implied by statute, common law, or otherwise (including without limitation warranties of satisfactory quality, fitness for a particular purpose, or ability to achieve a particular result) are excluded to the fullest extent permitted by law.

9. Limitation of Liability

9.1 Unlimited Liability

Nothing in the Call-Off Contract shall exclude or limit either party's liability for:

1. death or personal injury caused by its negligence;
2. fraud or fraudulent misrepresentation;
3. breach of obligations arising from section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
4. any other liability which cannot be excluded or limited by English law.

9.2 Liability Cap

Subject to Clause 9.1 and the Framework Agreement, the Supplier's total aggregate liability to the Buyer in contract, tort (including negligence), misrepresentation, restitution, or otherwise arising out of or in connection with the Call-Off Contract shall be limited to 125% of the total Charges paid or payable by the Buyer in the 12 months immediately preceding the date on which the claim arose.

9.3 Excluded Losses

Subject to Clause 9.1, the Supplier shall not be liable to the Buyer for:

1. any loss of profits, sales, business, or revenue (whether direct or indirect);
2. loss or corruption of data, information, or software;
3. loss of business opportunity, anticipated savings, or goodwill;
4. any indirect or consequential loss;
5. any loss or damage arising from the Buyer's failure to comply with its obligations under these Terms;
6. any loss or damage arising from downtime within the Service Level tolerances or scheduled maintenance.

9.4 Third Party Claims

The Supplier shall defend, indemnify, and hold harmless the Buyer against any claim that the Services infringe a third party's Intellectual Property Rights, provided that:

1. the Buyer promptly notifies the Supplier in writing of the claim;
2. the Supplier has sole control of the defense and any settlement negotiations;
3. the Buyer provides reasonable cooperation and assistance in the defense.

This indemnity shall not apply to the extent that any claim arises from: (i) modification of the Services by anyone other than the Supplier; (ii) use of the Services in combination with items not supplied or approved by the Supplier; (iii) use of the Services in a manner not contemplated by these Terms; or (iv) Customer Data.

10. Termination

10.1 Termination for Convenience

The Buyer may terminate the Call-Off Contract for convenience by providing the Supplier with not less than 30 days' prior written notice, subject to any minimum term specified in the Order Form. The Buyer shall remain liable for all Charges accrued up to the effective date of termination.

10.2 Termination for Material Breach

Either party may terminate the Call-Off Contract with immediate effect by written notice if the other party:

- d) commits a material breach of the Call-Off Contract and (if such breach is remediable) fails to remedy that breach within 30 days of receipt of written notice specifying the breach and requiring it to be remedied;
- e) repeatedly breaches any term of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Call-Off Contract.

10.3 Termination for Insolvency

Either party may terminate the Call-Off Contract with immediate effect by written notice if the other party:

- f) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
- g) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts;
- h) has a petition filed, a notice given, a resolution passed, or an order made for its administration, winding up, or dissolution;
- i) has an administrator, administrative receiver, liquidator, receiver, trustee, manager, or similar appointed over any of its assets;
- j) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.4 Effect of Termination

Upon termination or expiry of the Call-Off Contract:

- k) the license granted under Clause 3.1 shall immediately terminate and the Buyer shall cease all use of the Services;
- l) each party shall return or destroy all Confidential Information of the other party in its possession or control;
- m) the Buyer shall pay all outstanding Charges and other amounts due under the Call-Off Contract;

- n) the Supplier shall provide data exit assistance as set out in Clause 10.5.

10.5 Data Exit and Offboarding

Upon termination or expiry, the Supplier shall, for a period of 30 days:

- o) provide the Buyer with access to export all Customer Data via the Services API in CSV or JSON format;
- p) provide reasonable assistance to facilitate the Buyer's data migration;
- q) maintain the security and confidentiality of Customer Data during the exit period.

Following the 30-day exit period, the Supplier shall securely delete all Customer Data using cryptographic erasure methods in accordance with NIST SP 800-88 guidelines. The Supplier shall provide written certification of data destruction upon request.

10.6 Survival

Termination or expiry of the Call-Off Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry. Clauses which expressly or by implication survive termination shall continue in full force and effect, including Clauses 1, 4, 6, 7, 9, 10.4, 10.5, 11, 12, and 14.

11. Confidentiality

11.1 Confidentiality Obligations

Each party undertakes that it shall not disclose to any person any Confidential Information of the other party, except as permitted by Clause 11.2. Each party shall use the other party's Confidential Information only for the purpose of performing its obligations and exercising its rights under the Call-Off Contract.

11.2 Permitted Disclosure

A party may disclose Confidential Information of the other party:

- r) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Call-Off Contract, provided that such recipients are subject to equivalent confidentiality obligations;
- s) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority;
- t) to the extent that the Confidential Information is in the public domain other than by breach of the Call-Off Contract;
- u) to the extent that the Confidential Information was lawfully in its possession before receiving it from the other party.

11.3 Freedom of Information

The Buyer is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs). The Supplier acknowledges that information provided by it to the Buyer may need to be disclosed pursuant to the FOIA or EIRs. The Supplier shall assist and cooperate with the Buyer to enable the Buyer to comply with its information disclosure obligations.

12. Force Majeure

Neither party shall be in breach of the Call-Off Contract nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from a Force Majeure Event, provided that:

- v) the affected party promptly notifies the other party in writing of the nature and extent of the Force Majeure Event;
- w) the affected party uses reasonable endeavours to mitigate the effect of the Force Majeure Event;
- x) the affected party resumes performance of its obligations as soon as reasonably practicable after the Force Majeure Event ceases.

If the Force Majeure Event continues for more than 60 days, either party may terminate the Call-Off Contract by providing 14 days' written notice to the other party.

13. General Provisions

13.1 Assignment and Sub-contracting

Neither party may assign, transfer, or sub-contract any of its rights or obligations under the Call-Off Contract without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Supplier may sub-contract the performance of its obligations to approved sub-processors as set out in Clause 6.3.

13.2 Notices

Any notice required to be given under the Call-Off Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or to such other address as may have been notified by that party for such purposes. A notice shall be deemed to have been received:

- y) if delivered by hand, at the time of delivery;
- z) if sent by pre-paid first-class post or recorded delivery, 48 hours from the date of posting.

13.3 Waiver

A waiver of any right or remedy under the Call-Off Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy.

13.4 Severance

If any provision or part-provision of the Call-Off Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of the Call-Off Contract.

13.5 Variation

No variation of the Call-Off Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

13.6 Third Party Rights

The Call-Off Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Call-Off Contract. This clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

13.7 Relationship of Parties

Nothing in the Call-Off Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorize either party to make or enter into any commitments for or on behalf of the other party.

14. Governing Law and Jurisdiction

14.1 Governing Law

The Call-Off Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

14.2 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Call-Off Contract or its subject matter or formation (including non-contractual disputes or claims).

— *End of Terms and Conditions* —

Schedule 1: Data Processing Particulars

1. Subject Matter of Processing

The Supplier shall process Personal Data for the purpose of providing the D-XPERT - Automated ESG & Compliance Reporting Engine Services as set out in the Service Definition Document.

2. Duration of Processing

The Processing shall continue for the duration of the Call-Off Contract and for such period thereafter as is necessary to comply with data exit obligations (maximum 30 days post-termination).

3. Nature and Purpose of Processing

The Supplier will process Personal Data for the following purposes:

- Ingestion and management of building/operational datasets from buyer-provided sources (e.g., IoT sensors, BMS, CSV/JSON uploads)
- Analytics, metric calculations, and generation of evidence packs for ESG disclosures and compliance standards (e.g., BREEAM, WELL, ISO 50001, NABERS)
- Traceable data lineage and audit trail maintenance from source to reported output
- AI-driven gap analysis and readiness checks for missing data or non-conformance risks
- Generation of generative narratives and role-specific summaries
- User account management, authentication, and audit logging
- Customer support and incident resolution
- System monitoring, security, and compliance-related reporting support

4. Types of Personal Data

The Personal Data processed may include:

- Contact details (names, email addresses, telephone numbers)
- Authentication credentials (usernames, hashed passwords)
- Job titles and organisational affiliations
- Usage logs, audit trails, and support ticket content/communications
- If applicable from integrations: metadata associated with data sources (e.g., asset identifiers, timestamps) or report recipients

5. Categories of Data Subjects

The categories of Data Subjects whose Personal Data is processed include:

- Authorised Users of the Services (employees of the Buyer)
- Administrative contacts
- Technical support contacts
- Report recipients or stakeholders (where identifiable in metadata or integrations)

Schedule 2: Approved Sub-Processors

The Buyer authorizes the use of the following sub-processors for the processing of Personal Data:

Sub-Processor	Service Provided	Location	UK Data
Google Cloud Platform	Cloud hosting infrastructure, databases, and storage	London, UK (europe-west2)	Yes

Note: The Supplier will provide 14 days' advance notice of any additions or replacements to this list in accordance with Clause 6.3. All sub-processors are contractually bound to data protection obligations equivalent to those set out in these Terms.

— End of Document —