

# PAIR – AI Adoption Platform

*G-Cloud 15, Lot 2b (Software as a Service)*

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## Platform Terms and Conditions

1) **Term:** The Contract Period, Start Date and any extension rights are as set out in the Call-Off Order Form. Either party may terminate in accordance with the Call-Off Contract, including the Buyer's right to terminate for convenience on not less than 90 days' written notice.

2) **User Licences (Seats):** Each subscription "seat" grants access to one named user. User accounts and login credentials must not be shared or transferred between individuals.

3) **Charges on early termination:** Charges are payable in accordance with the Call-Off Contract and Order Form. Where licences or services have been purchased for a fixed term, charges already incurred or committed are not refundable on early termination, except where expressly required under the Call-Off Contract.

4) **Service Availability:** PAIR will provide at least 99.9% service availability, measured over a rolling 3-month period. This uptime commitment excludes periods of scheduled maintenance and events outside of PAIR's control (e.g. internet outages or force majeure incidents). Any scheduled maintenance will be communicated to the Buyer with at least 48 hours' notice and will be performed during off-peak hours to minimise disruption.

5) **Support:** PAIR provides user support via email. Support is available 24/7 for critical issues – for example, a platform-wide outage will receive an initial response within 4 hours. All other support requests receive a response within one business day (or by the next business day if raised outside normal working hours).

6) **Intellectual Property and Data:** PAIR may create and retain Aggregated Anonymised Data for service analytics, security, benchmarking, and to improve the Service. PAIR will not use Aggregated Anonymised Data to identify the Buyer or any individual, and will not disclose Buyer-identifiable benchmarking externally without the Buyer's agreement.

7) **Confidentiality:** Both PAIR and the Buyer must protect each other's confidential information. Any confidential information shared by either party should be used solely for the purpose of delivering or using the PAIR service, and must not be disclosed to any third party without permission (unless required by law).

8) **Governing Law:** These terms are governed by the laws of England and Wales. Any disputes arising in relation to the service will be subject to the jurisdiction of the courts of England and Wales.

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