Skyral Terms and Conditions

Service Name: Skyral Modelling and Simulation Development as a Service and Decision Making and Problem Solving in a Box

Supplier Name: Skyral Defence Ltd
Framework and Lot: G-Cloud 15

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Terms and Conditions

Skyral Modelling and Simulation Development as a Service.

1. Definitions

“Supplier” means Skyral Defence Ltd.
“Customer” means the contracting organisation.
“Service” means the Skyral Modelling and Simulation Development as a Service as defined in the Service Definition Document
“Deliverables” means models, configurations, environments, documentation and reports produced under the Service.
“CORE Platform” means Skyral CORE and associated components used to deliver the Service.

2. Scope of Service

2.1 The Supplier shall deliver a 3- or 6-month fixed-term agile development engagement to design, build and validate synthetic environments and models on, or integrating with, the CORE Platform as described in the Service Definition.

2.2 Detailed scope, Deliverables, success criteria and assumptions shall be set out in an Order Form or Statement of Work (“SoW”) referencing these Terms.

3. Customer Responsibilities

3.1 The Customer shall:

- Define the “north-star” outcomes, priority questions, non-functional constraints and acceptance criteria at initiation.
- Provide required data, domain expertise, architectural information, policies and standards in a timely manner.
- Appoint an empowered product owner and subject-matter experts to attend ceremonies, review increments, re-prioritise the backlog and accept Deliverables.

3.2 The Customer is responsible for ensuring that any data provided is accurate, lawful to process and appropriately classified.

4. Delivery Method and Change

4.1 The Service shall be delivered using an agile delivery model, with a prioritised backlog, time-boxed iterations and regular showcases.

4.2 Changes to backlog priorities may be agreed within the fixed term without altering overall commercials; material scope changes outside the agreed term may require a change control and revised fees.

4.3 If dependencies, constraints or data limitations materially impact delivery, the parties shall agree appropriate re-planning in good faith.

5. Service Levels and Support

5.1 The Supplier will:

- Provide support through the named delivery team (e.g. Product Owner, SME, engineers) during UK business hours via agreed channels.
- Use reasonable endeavours to respond to engagement-related queries and backlog issues within timeframes agreed in the SoW.

5.2 Any separate platform availability, incident management or managed-service SLAs shall be governed by distinct platform or managed-service agreements, not these Terms.

6. Security and Data Protection

6.1 The Supplier shall deliver the Service in accordance with secure-by-design and DevSecOps practices, including controlled environments, access management, automated testing and monitoring appropriate to the deployment.

6.2 The Supplier's platforms support deployment in customer cloud tenants, private or sovereign environments, with controls aligned to the required classification.

6.3 The Supplier holds Cyber Essentials, Cyber Essentials Plus, ISO 9001 and ISO 27001 certifications and shall process personal and sensitive data in accordance with applicable data-protection law and the parties' data-processing agreement.

6.4 The Customer remains data controller for Customer Data; the Supplier acts as processor where applicable.

7. Intellectual Property

7.1 Background IP: Each party retains ownership of its pre-existing intellectual property and any independent improvements thereto.

7.2 Supplier IP: All rights in the CORE Platform, generic models, components, algorithms, tools and methodologies developed or used in providing the Service shall vest in the Supplier.

7.3 Customer Deliverables: Code, data and other content created specifically for the Customer in the course of providing the Service (the "Customer Deliverables") shall be owned by the Customer, subject only to any pre-existing intellectual property rights of the Supplier or third parties.

7.4 Licence to Supplier IP: Where Customer Deliverables embed Supplier IP, such Supplier IP is licensed, not assigned. The Supplier grants the Customer a non-exclusive, non-transferable licence to use such embedded Supplier IP solely as part of the Customer Deliverables for the Customer's internal business purposes (and as otherwise permitted by the applicable framework), and may reuse its IP for other customers provided no Customer Confidential Information is disclosed.

8. Data Management, Location and Portability

8.1 Hosting location shall be agreed in the SoW and may include customer cloud tenants, private infrastructure or sovereign environments via Skyral SPORE.

8.2 Unless otherwise agreed, working data and artefacts are retained for the duration of the engagement plus an agreed period to support handover, after which they may be archived or deleted in line with contract and law.

8.3 Final agreed outputs (e.g. models at suitable granularity, configuration sets, documentation, insights reports) shall be provided in commonly used formats to support Customer reuse, subject to IP and licensing terms.

9. Confidentiality

9.1 Each party shall treat as confidential all information disclosed by the other that is marked or reasonably understood as confidential and shall use it only for the purposes of performing or receiving the Service.

9.2 Confidentiality obligations shall continue for 5 years after expiry or termination, or as required by applicable regulations or framework rules.

10. Fees and Payment

10.1 Fees are based on the agreed engagement duration, team composition and rates, consistent with applicable framework pricing rules.

10.2 Unless otherwise stated, the Supplier may invoice in accordance with milestones or time-based schedules in the SoW; payment is due within days of invoice.

10.3 Late payment may incur interest at 5% above the Bank of England base rate, plus reasonable costs of collection, where permitted by law or framework rules.

11. Warranties

11.1 The Supplier warrants that it will provide the Service with reasonable skill and care, using appropriately qualified personnel.

11.2 The Supplier does not warrant that models, simulations or digital twins will predict actual future events or outcomes; they are decision-support tools dependent on input data, assumptions and scenarios.

11.3 Except as expressly stated, all other warranties (express or implied) are excluded to the fullest extent permitted by law.

12. Liability

12.1 Neither party excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

12.2 Subject to clause 12.1, each party's aggregate liability arising out of or in connection with the Service shall be capped at fees paid.

12.3 Neither party shall be liable for indirect or consequential loss, loss of profit, or loss of anticipated savings, except where prohibited by framework rules or applicable law.

13. Business Continuity and Disaster Recovery

13.1 For this build-focused Service, continuity focuses on maintaining delivery progress; work may be resequenced (e.g. design, modelling, documentation) if specific systems or datasets are unavailable.

13.2 DR metrics and obligations for enduring production environments shall be defined in separate platform or managed-service agreements.

14. Term and Termination

14.1 These Terms commence on the Effective Date set out in the SoW and continue until completion of the engagement, unless terminated earlier.

14.2 Either party may terminate for material breach not remedied within days of written notice.

4.3 The Customer may terminate for convenience on 30 days' written notice, subject to payment for work performed, committed resource costs and any non-cancellable third-party charges.

14.4 On termination, the Supplier shall promptly cease work, make reasonable efforts to provide agreed handover materials, and delete or return Customer Data in accordance with the data-management clauses.

15. Framework and Governance

15.1 Where the Service is procured via G-Cloud 15 Lot 2b, these Terms operate subject to, and shall be interpreted consistently with, the relevant framework agreement and call-off terms.

15.2 In case of conflict, the order of precedence shall be: (i) framework terms; (ii) call-off/SoW; (iii) these Terms and Conditions.

16. Governing Law and Jurisdiction

16.1 These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

16.2 The parties submit to the exclusive (or, if required by framework, non-exclusive) jurisdiction of the courts of England and Wales.