



Microsoft Azure, Fabric and Power BI Services

Terms and Conditions

G-Cloud 15

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Terms and Conditions

Definitions and Interpretation

In this document, definitions are as follows:

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| <p>(A) AUTHORITY
The public sector customer purchasing the services</p> <p>(B) CALL-OFF CONTRACT
The agreement formed between MedModus and the authority under the G-Cloud framework.</p> <p>(C) SERVICES
The implementation, migration, support and related professional services described in the relevant G-Cloud service description and agreed call-off contract.</p> | <p>(D) DELIVERABLES
The outputs produced by MedModus as part of the services.</p> <p>(E) CUSTOMER ENVIROMENT
The Authority's Microsoft Azure, Microsoft Fabric, Power BI and related analytics platforms.</p> |
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1. Scope of Services

MedModus shall provide implementation, migration and support services to enable the design, build and operation of customer-owned analytics platforms using Microsoft Azure, Microsoft Fabric and Power BI.

Services may include:

- Azure analytics and business intelligence architecture design
- Implementation and configuration of Microsoft Fabric, Power BI and/or Microsoft Power Platform
- Data auditing, modelling and information structure design
- Integration with customer source systems and data platforms
- Development of data ingestion, transformation and analytics pipelines
- Migration from onpremise or legacy BI and data warehouse solutions
- Controlled deployment, validation and go-live support
- Optional optimisation, analytical support, training and knowledge transfer

2. Service Delivery

Services are delivered on a project-based basis, aligned to agreed objectives, scope and timelines. Delivery is primarily remote, with on-site delivery available where agreed.

3. Customer Responsibilities

The Authority is responsible for:

- Microsoft licensing, subscriptions and hosting costs
- Providing access to systems, data and personnel
- Maintaining the customer environment

4. Governance and Management

MedModus will provide:

- A named technical lead
- An experienced project manager
- Regular progress reporting
- Issue, risk and change control management
- Clear escalation routes

5. Charges and Payment

Charges are agreed at call-off, exclusive of VAT, and invoiced in accordance with the Call-Off Contract.

6. Intellectual Property Rights

The Authority retains ownership of its data and shall own deliverables created specifically for it, subject to payment in full.

7. Data Protection and Security

Both parties shall comply with UK GDPR, the Data Protection Act 2018 and applicable security requirements.

8. Confidentiality

Each party shall keep confidential information secure and not disclose it except as permitted or required by law.

9. Warranties

MedModus shall perform the Services with reasonable skill and care.

10. Limitation of Liability

Liability shall be limited in accordance with the G-Cloud Call-Off Contract.

11. Termination

Termination rights shall be as set out in the G-Cloud Framework.

12. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.

13. Indemnity

The Client shall fully indemnify and hold harmless us, our directors, officers, employees, and contractors against all claims, losses, liabilities, damages, costs, and expenses (including legal and professional fees) arising out of or in connection with:

- The client's use of the services or any deliverables;
- Any data, information, instructions, or materials supplied by the client
- Any breach of these terms by the client.

This indemnity shall apply except to the extent that such claims arise directly from our fraud or wilful misconduct

14. Non-Solicitation and Non-Hire

The client shall not, during the term of this engagement and for 24 months after its termination, without our prior written consent:

- Solicit or entice away
or
- Employ or engage

Any employee or contractor of ours who was directly involved in the provision of the services.



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