TERMS AND CONDITIONS

G-CLOUD 15 FRAMEWORK

Supplier: City Trax Ltd

Service: EDERA, a secure, cloud hosted, AI enabled, information request (i.e. FOI, SARs EIRs) management solution.

---

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

- **"Authority"** means a contracting authority or other eligible public sector body procuring the Services under the G-Cloud 15 Framework.
- **"Contract"** means the agreement formed between the Authority and the Supplier consisting of the Order Form, these Terms and Conditions, and the G-Cloud Framework Agreement.
- **"Data Protection Legislation"** means UK GDPR, the Data Protection Act 2018 and any applicable successor legislation.
- **"EDERA"** means the Supplier's AI-enabled software-as-a-service solution for managing Freedom of Information (FOI), Subject Access Requests (SAR) and Environmental Information Regulations (EIR) requests.
- **"Order Form"** means the order submitted by the Authority via the G-Cloud Digital Marketplace.
- **"Subscription**" means the subscription period described in the Order Form and associated subscription description.
- **"Services"** means the services described in the Order Form and associated service description.
- **"Premium Support"** means the support and maintenance tier described in the Order Form and associated support description.

1.2 Headings are for convenience only and shall not affect interpretation.

---

2. SCOPE OF SERVICES

2.1 The Supplier shall provide the Services as specified in the Order Form, which may include:

(a) Subscription and access to the EDERA SaaS platform; (b) Configuration and onboarding services; (c) Support and maintenance; (d) Optional professional services where expressly agreed.

2.2 Any services not expressly included in the Order Form are excluded unless agreed in writing.

---

3. CONTRACT FORMATION

3.1 This Contract shall come into force on acceptance of an Order Form by the Supplier.

3.2 In the event of any conflict, the order of precedence shall be:

(a) Order Form; (b) G-Cloud 15 Framework Agreement; (c) These Terms and Conditions.

---

4. PRICING AND PAYMENT

4.1 Charges shall be as set out in the Supplier's G-Cloud 15 pricing.

4.2 All charges are exclusive of VAT.

4.3 The Supplier shall invoice Services in arrears and Subscriptions in advance unless otherwise stated in the Order Form.

4.4 Payment terms shall be 30 days from receipt of a valid invoice.

---

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights in the EDERA platform shall remain vested in the Supplier.

5.2 The Authority retains all rights in its data and content.

5.3 No Authority data shall be used to train shared or third-party AI models unless otherwise agreed to in writing.

---

6. ARTIFICIAL INTELLIGENCE USE

6.1 EDERA provides decision-support functionality only. It does not perform automated decision-making as defined under Article 22 UK GDPR. All statutory decisions remain the responsibility of the Authority.

---

7. DATA PROTECTION AND INFORMATION SECURITY

7.1 The parties acknowledge that the Authority is the Data Controller and the Supplier is the Data Processor.

7.2 The Supplier shall process personal data only in accordance with the Authority's documented instructions.

7.3 The Supplier shall implement appropriate technical and organisational measures to protect personal data.

7.4 A Data Processing Agreement shall be deemed incorporated into this Contract.

---

8. CONFIDENTIALITY

8.1 Each party shall treat as confidential all information disclosed by the other party which is marked or reasonably understood to be confidential.

8.2 Confidentiality obligations shall survive termination of the Contract.

---

9. SERVICE LEVELS AND SUPPORT

9.1 The Supplier shall provide the Services with reasonable skill and care.

9.2 Target availability shall be 99.9% per calendar month, excluding planned maintenance.

9.3 Support arrangements shall be as set out in Schedule 1.

---

10. AUTHORITY OBLIGATIONS

10.1 The Authority shall ensure it has a lawful basis for all data provided.

10.2 The Authority shall comply with all applicable laws when using the Services.

---

11. TERM AND TERMINATION

11.1 The Contract shall continue for the term specified in the Order Form.

11.2 Either party may terminate for material breach subject to a reasonable remedy period.

11.3 On termination, the Supplier shall return or delete Authority data as instructed.

---

12. LIABILITY

12.1 Neither party excludes liability for death or personal injury caused by negligence, fraud, or wilful misconduct.

12.2 The Supplier's total liability shall be capped at 100% of the annual Contract value, except where unlimited liability applies.

---

13. FORCE MAJEURE

13.1 Neither party shall be liable for failure to perform due to events beyond reasonable control.

---

14. SUB-CONTRACTING

14.1 The Supplier may use sub-contractors but shall remain fully responsible for the Services.

---

15. ASSIGNMENT AND NOVATION

15.1 The Authority may assign or novate this Contract to a successor body.

---

16. GOVERNING LAW

16. 1 This Contract shall be governed by and construed in accordance with the laws of England and Wales.

---

17. ENTIRE AGREEMENT

17. 1 This Contract constitutes the entire agreement between the parties relating to its subject matter.

SCHEDULE 1 – SERVICE LEVEL AGREEMENT (SLA) & SUPPORT MATRIX

1. SERVICE AVAILABILITY

1.1 The Supplier shall use reasonable endeavours to ensure the Service is available 99.9% of each calendar month, excluding Planned Maintenance.

1.2 Planned Maintenance shall be notified to the Authority at least 5 Working Days in advance were reasonably practicable.

2. SUPPORT SERVICES – PREMIUM

Level	Service Status	Description	Response
Critical	Outage	Complete loss of service	48 Hours
High	Important	Potential for performance impact if not addressed	3 Days
Medium / low	Informational	Inquiry for information	4 days
Support hours: 9:00 – 17:00 UK Business Days.			

SCHEDULE 2 – DATA PROCESSING AGREEMENT (UK GDPR)

1. Processor Obligations

The Supplier shall, in its capacity as provider of the EDERA platform and acting as Data Processor, and taking into account the nature of the processing:

(a) process personal data only to the extent necessary to provide, maintain, and support the Services, and only on documented instructions from the Authority, unless required to do so by law;

(b) ensure that access to the Service environment is limited to Supplier personnel who are subject to appropriate confidentiality obligations and access controls, noting that the Authority's officers retain responsibility for the operational processing of information requests;

(c) implement and maintain appropriate technical and organisational measures in accordance with Article 32 UK GDPR to ensure a level of security appropriate to the risk;

(d) provide reasonable assistance, through the functionality of the Service and support services, to enable the Authority to respond to data subject rights requests, without determining the substance or outcome of such requests;

(e) notify the Authority without undue delay upon becoming aware of a personal data breach affecting the Services; and

(f) upon termination or expiry of the Contract, make personal data available for secure export and, following confirmation from the Authority, delete such data in accordance with agreed retention procedures.

2. Authority Responsibilities

The Authority shall:

(a) ensure it has a valid lawful basis for processing personal data using the Services;

(b) determine the purposes and means of processing personal data within the Service;

(c) ensure that its users are appropriately trained and authorised to process personal data;

(d) be responsible for the content, accuracy, and lawfulness of personal data entered into the Service; and

(e) issue documented instructions to the Supplier as required for the provision of the Services.

SCHEDULE 3 – MANAGEMENT & RISK OVERVIEW

Management Model (Shared Responsibility)

EDERA is deployed into the Client's AWS environment, operating under a shared responsibility model:

City Trax responsibilities

- Secure configuration and operation of the EDERA application
- Application-level security controls and logging
- Maintenance, updates, and patching of EDERA components
- Support and incident response relating to the application
- Documentation and deployment guidance

Authority responsibilities

- Ownership, control, availability, and cost of the AWS account
- AWS security configuration (IAM, network controls, encryption settings)
- Data governance, retention, and access policies
- Compliance with statutory obligations
- Approval and management of user access

This separation ensures the Authority retains full data sovereignty and control, while City Trax remains accountable for the secure functioning of the software.

SCHEDULE 4 – SECURITY CONTROLS SUMMARY

City Trax aligns its security controls with ISO/IEC 27001 principles and NCSC guidance, including:

- Deployment, UK-based AWS hosting
- Role-based access control
- Encryption in transit and at rest
- Incident response and breach notification procedures
- Regular vulnerability management

SCHEDULE 5 – EXIT AND TRANSITION ASSISTANCE

1. EXIT PRINCIPLES

1.1 The Supplier shall ensure no lock-in and facilitate a smooth exit at Contract termination.

2. DATA RETURN

2.1 Upon request, the Supplier shall provide the Authority with its data in a commonly used, machine-readable format.

3. TRANSITION SUPPORT

3.1 Reasonable exit assistance shall be provided for up to 30 days following termination, subject to agreed charges where applicable.

3.2 Exit assistance shall not be unreasonably withheld.