

Eleni – Terms and Conditions

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Supplier details

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1. About these Terms

These Terms and Conditions (Terms) apply to the supply of Eleni's cloud software service (the Service) to the customer (Buyer). They are intended for use with public sector procurements, including where the Buyer enters into a Call-Off Contract under CCS frameworks.

If the Buyer is procuring via a CCS framework (including G-Cloud), the Call-Off Contract terms take precedence where they conflict with these Terms. These Terms then apply to the extent consistent with the Call-Off Contract.

2. Definitions

In these Terms:

- Account means the Buyer's tenant instance of the Service.
- Authorised Users means the Buyer's employees, contractors and other users authorised by the Buyer to access the Service.
- Buyer Data means any data uploaded to or processed within the Service by or on behalf of the Buyer, including personal data.
- Confidential Information has the meaning in section 10.
- Order Form means the document describing the Service modules, quantities, pricing and term, and referencing these Terms and/or the Call-Off Contract.
- Service Content means the software, user interfaces, templates and documentation made available by Eleni as part of the Service.
- Sub-processor means a third party engaged to process personal data on behalf of Eleni, including cloud hosting providers.

3. Provision of the Service

Eleni will make the Service available to the Buyer during the subscription term set out in the Order Form (or Call-Off Contract), subject to these Terms.

- SaaS delivery: the Service is accessed via web browser and/or API over encrypted connections.
- Hosting: the Service is hosted on Amazon Web Services (AWS) or an equivalent agreed environment.
- Changes: Eleni may update the Service to improve security, performance or functionality, provided changes do not materially reduce the core contracted capabilities.

4. Licence and permitted use

During the subscription term, Eleni grants the Buyer a non-exclusive, non-transferable right for Authorised Users to access and use the Service for the Buyer's internal business purposes.

The Buyer must ensure Authorised Users:

- use the Service in accordance with applicable law and these Terms;
- keep credentials secure and do not share accounts;
- do not reverse engineer, decompile, or attempt to derive source code except to the extent permitted by law;
- do not misuse the Service (including probing, scanning, denial-of-service, or introducing malware).

5. Buyer responsibilities

The Buyer is responsible for:

- appointing administrators and managing Authorised Users, roles and permissions;
- ensuring Buyer Data is accurate, lawful and appropriate for upload to the Service;
- maintaining its own network, devices and security controls for users accessing the Service;
- ensuring any integrations it develops or configures comply with security requirements and do not exceed agreed API limits.

6. Support and service management

Eleni provides support through a service desk. Support levels, hours and response targets are defined in the Order Form and/or Call-Off Contract.

Eleni may carry out planned maintenance (with advance notice where practicable) and emergency maintenance required to protect security or integrity of the Service.

7. Information security

Eleni operates a formal security governance framework and applies defence-in-depth controls across the Service.

- Access control: role-based access control (RBAC), least privilege, and multi-factor authentication (MFA) for privileged access.
- Encryption: TLS 1.2+ for data in transit and encryption at rest for databases, backups and storage using managed key services.
- Monitoring: centralised logging and alerting for security-relevant events and suspicious activity.
- Vulnerability management: continuous scanning/testing and independent penetration testing at least annually and after material changes.

8. Data protection (UK GDPR)

Where Eleni processes personal data on behalf of the Buyer, the Buyer is the controller and Eleni is the processor, unless otherwise agreed in writing.

Eleni will:

- process personal data only on documented instructions from the Buyer;
- implement appropriate technical and organisational measures to protect personal data;
- ensure personnel are subject to confidentiality obligations and appropriate training;
- notify the Buyer without undue delay after becoming aware of a personal data breach relating to the Service;
- support the Buyer (taking into account the nature of processing) with data subject requests, DPIAs and regulator queries where reasonably required;
- use sub-processors only in accordance with section 9; and
- delete or return personal data at end of contract as set out in section 13 (Exit and data return).

A Data Processing Addendum (DPA) may be agreed or attached to the Call-Off Contract. An example processing schedule is included in Annex A.

9. Sub-processors and third parties

Eleni may use Sub-processors to deliver the Service (for example, AWS for hosting). Eleni remains responsible for the performance of its Sub-processors.

Eleni will maintain an up-to-date list of Sub-processors and will notify the Buyer of material changes where required by the Call-Off Contract or DPA.

10. Confidentiality and public sector information rights

Each party may receive Confidential Information from the other. Confidential Information means information disclosed by one party to the other that is marked or reasonably understood as confidential, including security information, product roadmaps, pricing (where permitted) and Buyer Data.

Each party will:

- use Confidential Information only to perform its obligations;
- protect it using at least the same degree of care it uses for its own confidential information; and
- not disclose it except to its personnel, professional advisers and permitted subcontractors who need to know and are bound by confidentiality obligations.

Public sector: The Buyer may be subject to FOIA and EIR. Where the Buyer receives a request that may require disclosure of Eleni Confidential Information, the Buyer will (where permitted by law) notify Eleni and consider Eleni's representations before disclosure.

11. Intellectual property

Eleni and its licensors own all intellectual property rights in the Service Content and the Service. The Buyer retains all rights in Buyer Data.

The Buyer grants Eleni a limited right to host, process and transmit Buyer Data solely to provide the Service and support the Buyer.

12. AI features

Where AI-assisted features are enabled, they are designed to support decision-making and do not replace professional judgement.

- Output quality: AI outputs may be probabilistic and should be reviewed by Authorised Users before use.
- Training: by default, Buyer Data is not used to train shared models for other customers without the Buyer's explicit agreement.
- Controls: access to AI features is permissioned and subject to audit logging.

13. Exit, data return and deletion

The Buyer can export its data at any time using the Service export features and/or API, subject to permissions.

On expiry or termination:

1. Eleni will, on request, provide a final data extract in standard formats (e.g. CSV/Excel/JSON) within a reasonable period.
2. After any agreed retention period, Eleni will securely delete Buyer Data from production systems and, in line with backup retention cycles, from backups, using cloud-provider aligned sanitisation controls.
3. Eleni will provide confirmation of deletion on request, subject to reasonable assurance limits.

14. Charges, invoicing and payment

Fees are set out in the Order Form and are exclusive of VAT unless stated. Invoicing and payment terms follow the Call-Off Contract where applicable.

If the Buyer fails to pay undisputed amounts when due, Eleni may charge statutory interest and recover reasonable costs, and may suspend access for persistent non-payment, subject to any public sector constraints in the Call-Off Contract.

15. Warranties

Eleni warrants that it will provide the Service with reasonable skill and care, consistent with good industry practice.

Except as expressly stated in these Terms or the Call-Off Contract, the Service is provided on an 'as is' basis and Eleni excludes all implied warranties to the maximum extent permitted by law.

16. Liability

Liability is allocated in the Call-Off Contract where applicable. If no Call-Off Contract applies, then subject to section 16.2, each party's total aggregate liability in any 12-month period will not exceed the fees paid or payable by the Buyer for the Service in that 12-month period.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be limited by law.

Neither party will be liable for: indirect or consequential losses; loss of profit, revenue, goodwill or anticipated savings; or loss of data, except to the extent such losses arise from a breach of data protection obligations.

17. Termination

Termination rights are set out in the Call-Off Contract and/or Order Form. Either party may terminate for material breach not remedied within a reasonable period after notice.

On termination, the Buyer must stop using the Service and Eleni will disable access, subject to reasonable exit assistance and any agreed retention/export obligations.

18. Compliance

Each party will comply with applicable laws, including anti-bribery, modern slavery, and sanctions laws. Where the Buyer has additional public sector policies (for example, security classifications or procurement obligations), these should be set out in the Call-Off Contract.

19. Notices

Notices must be sent to the addresses in the Order Form (or Call-Off Contract) and will be deemed received in accordance with that contract.

20. General

- Assignment: neither party may assign without the other's consent, except to an affiliate or in connection with a corporate reorganisation, subject to the Call-Off Contract.
- Subcontracting: Eleni may subcontract performance but remains responsible for delivery.
- Entire agreement: these Terms and the Order Form (and/or Call-Off Contract) form the entire agreement.
- Governing law: England and Wales (unless the Call-Off Contract states otherwise).

Annex A – Example processing schedule (for Buyer completion)

This Annex is a template to support completion of a DPA/processing schedule. The Buyer should confirm and complete fields to match its processing activities.

- Subject matter: Provision of the Eleni SaaS Service (financial performance, planning, treasury and cashflow).
- Duration: Subscription term plus any agreed retention period.
- Nature and purpose: Hosting, processing and reporting of Buyer financial and operational data; user management; audit logging; support and troubleshooting.
- Types of personal data: User identifiers (name, email, role), audit logs; optional HR/payroll or other data if uploaded by Buyer.
- Categories of data subjects: Buyer staff, contractors, suppliers (where Buyer uploads supplier-related data).
- Special category data: Not required for the Service; Buyer should avoid uploading unless expressly agreed with safeguards.
- Processing operations: collection (upload), storage, retrieval, reporting/analytics, export, deletion.
- International transfers: [describe regions used and safeguards if applicable].