



G-Cloud 15 Terms & Conditions

OPENTENDER.AI

TERMS AND CONDITIONS OF SERVICE

(Software as a Service – G-Cloud 15)

IMPORTANT NOTICE

These Terms govern the supply and use of the OpenTender.AI platform. By accessing or using the Services, you confirm that you accept these Terms and agree to comply with them. If you do not agree, you must not use the Services.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, the following definitions apply:

- **“AI-Assisted Action”** means a request where artificial intelligence is used to analyse, generate, summarise, or evaluate procurement-related content.
- **“Confidential Information”** has the meaning given in Clause 10.
- **“Customer”** means the public sector body or other legal entity entering into a subscription for the Services.
- **“Intellectual Property Rights”** means copyright, database rights, trade marks, patents, design rights, domain names and all other intellectual property rights.
- **“Platform”** means the OpenTender.AI cloud-based software platform.
- **“Services”** means the OpenTender.AI software and related services supplied under these Terms.
- **“Subscription Term”** means the period for which the Services are subscribed.
- **“Terms”** means these Terms and Conditions.
- **“UK GDPR”** means the UK General Data Protection Regulation.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. References to legislation include any amendments or re-enactments.

2. ABOUT THESE TERMS

2.1

These Terms set out the basis on which **NatQuest Limited** (“we”, “us”, “our”) supplies the OpenTender.AI Services to you.

2.2

The Services are provided as **Software as a Service (SaaS)** under the UK Government **G-Cloud 15 Framework**.

2.3

By subscribing to or using the Services, you confirm that you have authority to bind the organisation you represent.

3. FORMATION OF CONTRACT

3.1

A legally binding contract is formed when:

- you accept these Terms online; or
- a call-off, purchase order, or written confirmation is received.

3.2

The contract start date shall be the **Subscription Start Date**.

3.3

These Terms, together with any applicable order form, pricing schedule, service description and G-Cloud Call-Off Contract, constitute the **entire agreement** between the parties.

4. SCOPE OF SERVICES

4.1

OpenTender.AI is an **intelligent procurement tender management platform** designed to support public sector procurement activities.

4.2

The Services may include:

- AI-assisted tender drafting and evaluation
- Compliance and completeness checks
- Document analysis and summarisation
- Collaboration and role-based workflows
- Audit trails and reporting

4.3

The Services are provided on a **non-exclusive, non-transferable** basis for the duration of the Subscription Term.

5. SUBSCRIPTION TERM AND RENEWAL

5.1

Subscriptions are provided for a **minimum term of twelve (12) months**, unless otherwise agreed.

5.2

Subscriptions renew automatically for successive 12-month periods unless either party provides at least **30 days' written notice** prior to renewal.

6. FEES AND PAYMENT

6.1

Fees are as set out in the applicable pricing schedule or Digital Marketplace listing.

6.2

All fees are exclusive of VAT.

6.3

Invoices are payable within **30 days** of the invoice date.

6.4

Fees are fixed for the duration of the applicable call-off period.

7. AI USAGE AND FAIR USE

7.1

AI functionality is subject to defined usage allowances per subscription tier.

7.2

Usage limits operate on a **fair-use and soft-cap basis**:

- Customers will be notified as thresholds are approached;
- Access will not be restricted without prior discussion;
- Optional usage top-ups may be purchased.

7.3

AI outputs are provided as **decision-support tools only**. Final procurement decisions remain the Customer's responsibility.

8. CUSTOMER OBLIGATIONS

8.1

The Customer shall:

- ensure users comply with these Terms;
- maintain confidentiality of login credentials;
- use the Services lawfully and ethically.

8.2

The Customer must not:

- upload malicious or unlawful content;
- misuse AI features;
- attempt to reverse engineer the Platform.

9. INTELLECTUAL PROPERTY

9.1

All Intellectual Property Rights in the Platform and Services remain the exclusive property of NatQuest Limited.

9.2

All Customer data and uploaded content remain the property of the Customer or their licensors.

9.3

Nothing in these Terms transfers ownership of Intellectual Property Rights.

10. CONFIDENTIALITY

10.1

Each party shall keep the other's Confidential Information confidential and use it only for the purposes of the Services.

10.2

Confidential Information excludes information that:

- is publicly available;
- is independently developed;
- must be disclosed by law or regulation.

11. DATA PROTECTION

11.1

Each party shall comply with applicable data protection legislation, including UK GDPR.

11.2

Where NatQuest acts as a data processor, appropriate data processing terms shall apply.

12. SECURITY

12.1

The Platform operates security controls aligned with **UK public sector expectations and Cyber Essentials standards**.

12.2

The Customer shall comply with reasonable security requirements notified by NatQuest.

13. AVAILABILITY AND DISCLAIMER

13.1

The Services are provided on an “as available” basis. We do not guarantee uninterrupted availability.

13.2

AI-assisted outputs may contain errors and must be reviewed by appropriately qualified personnel.

14. LIABILITY

14.1

Nothing in these Terms limits liability for death, personal injury or fraud.

14.2

NatQuest shall not be liable for:

- indirect or consequential loss;
- loss of opportunity, contract or profit.

14.3

Total liability is capped at the fees paid or payable in the preceding 12 months.

15. TERMINATION

15.1

Either party may terminate for material breach not remedied within 7 days of notice.

15.2

Termination shall not affect accrued rights or obligations.

16. ASSIGNMENT AND SUBCONTRACTING

16.1

The Customer may not assign these Terms without written consent.

16.2

NatQuest may subcontract elements of the Services while remaining responsible for delivery.

17. GOVERNING LAW

These Terms are governed by the **laws of England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

