



TERMS AND CONDITIONS

G-Cloud 15

AI Document Assurance & Compliance Platform

Software as a Service

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G-CLOUD 15 SUPPLIER TERMS



Crown
Commercial
Service



1. INTRODUCTION AND ACCEPTANCE

These Terms and Conditions ("Terms") set out the basis on which truelens® is provided to Buyers under the G-Cloud 15 Framework.

By entering into a Call-Off Contract, accessing, or using the truelens® service (the "Service"), the Buyer ("you" or "Customer") agrees to be bound by these Terms, together with the applicable Framework Agreement and Call-Off Contract. In the event of any conflict, the order of precedence set out in the G-Cloud Framework Agreement shall apply.

2. DEFINITIONS AND INTERPRETATION

In these Terms, unless the context otherwise requires:

- **Service** means the truelens® platform, including associated software, hosting, analytics, AI-assisted analysis, dashboards, and documentation.
- **Supplier** means Truelens Technology Ltd, the organisation responsible for providing the Services under this agreement.
- **Buyer** means the public sector body purchasing the Service under a Call-Off Contract.
- **Call-Off Contract** means the contract entered into between the Buyer and the Supplier under G-Cloud 15.
- **Content** means all documents, data, and materials uploaded to the Service by or on behalf of the Buyer.
- **Page** means a single page of Content processed by the Service for analysis, checking, or comparison.
- **Subscription** means a time-based licence with an associated page allowance.

Headings are for convenience only and shall not affect interpretation.



3. SCOPE OF SERVICE

- 3.1. truelens® is a sector-agnostic digital service designed to analyse, review, and structure complex documentation at scale. The Service may be used across multiple regulated domains, including but not limited to buildings, infrastructure, transport, utilities, and asset management.
- 3.2. The Service supports compliance checking, assurance activities, document comparison, and insight generation. It does not replace statutory decision-making, professional judgement, or regulatory authority functions.
- 3.3. Outputs generated by truelens® are informational in nature. Responsibility for compliance, approval, and decision-making remains with the Buyer or relevant duty holder.
- 3.4. The Service is typically provided as a cloud-hosted SaaS offering. Where required by the Buyer, alternative deployment models, including private cloud or on-premise deployment, may be agreed and documented within the Call-Off Contract.

4. LICENCE AND PERMITTED USE

- 4.1. Subject to payment of the applicable charges, the Supplier grants the Buyer a non-exclusive, non-transferable licence to access and use the Service during the term of the Call-Off Contract for internal business purposes.
- 4.2. The Buyer may permit access to the Service by its employees, contractors, consultants, and advisers, provided that the Buyer remains responsible for their compliance with these Terms.
- 4.3. The Buyer shall not:
 - sub-licence, resell, or make the Service available to third parties except as expressly permitted;
 - reverse engineer, decompile, or attempt to derive the source code or underlying models;
 - use the Service for unlawful purposes or in breach of applicable law.

5. BUYER RESPONSIBILITIES

- 5.1. The Buyer is responsible for:
 - ensuring it has the right to upload and process Content;
 - maintaining the accuracy and completeness of Content;
 - managing user access and credentials;
 - using the Service in accordance with applicable laws and regulations;
 - reviewing and validating all outputs generated by the Service;
 - any decisions, actions, or omissions taken in reliance on truelens® outputs.



- 5.2. The Buyer acknowledges that data quality and document completeness may affect outputs and remains responsible for validating results.
- 5.3. The individual accepting or entering into this Agreement on behalf of the Buyer confirms that they have the full authority to bind the Buyer to these Terms and Conditions.

6. DATA OWNERSHIP AND INTELLECTUAL PROPERTY

- 6.1. All Intellectual Property Rights in the Service, including the software, algorithms, AI models, methodologies, workflows, user interfaces, and documentation (excluding Buyer Content), shall remain the exclusive property of the Supplier or its licensors.
- 6.2. Nothing in these Terms transfers ownership of the Service or any Intellectual Property Rights to the Buyer. The Buyer is granted only the rights expressly set out in these Terms and the Call-Off Contract.
- 6.3. The Buyer retains all right, title, and interest in and to all Content uploaded to the Service, including documents, data, and materials.
- 6.4. The Buyer grants the Supplier a limited, non-exclusive, royalty-free licence to host, store, process, analyse, and otherwise use Buyer Content solely for the purpose of providing, supporting, and improving the Service during the term of the Call-Off Contract.
- 6.5. Buyer Content shall not be used for product training, benchmarking, marketing, or any secondary purposes without the Buyer's explicit written consent.

7. CONFIDENTIALITY

- 7.1. Each party shall treat the other's Confidential Information as confidential and shall not disclose it to third parties except as permitted under the Call-Off Contract or required by law.

8. DATA PROTECTION

- 8.1. Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 8.2. For the purposes of data protection law, the Buyer shall act as the Data Controller and the Supplier shall act as the Data Processor, unless otherwise agreed in the Call-Off Contract.
- 8.3. The Supplier shall process personal data only on documented instructions from the Buyer and solely for the purpose of providing the Service.
- 8.4. The Supplier shall ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations.



- 8.5. The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, considering the nature of the data and processing activities.
- 8.6. The Supplier shall assist the Buyer, where applicable, in responding to data subject rights requests, data protection impact assessments, and regulatory enquiries, in accordance with the Call-Off Contract.
- 8.7. Buyer data shall be hosted on servers located within the United Kingdom unless otherwise expressly agreed in writing.

9. SECURITY

- 9.1. The Supplier shall maintain appropriate security controls designed to protect the confidentiality, integrity, and availability of the Service and Buyer Content.
- 9.2. Security measures include, but are not limited to:
 - encryption of data in transit and at rest;
 - role-based access controls;
 - secure authentication mechanisms;
 - regular security testing and patching;
 - monitoring for unauthorised access and anomalous activity.
- 9.3. The Service is designed and operated in accordance with recognised industry good practice, including OWASP principles and the UK Government Cloud Security Principles.
- 9.4. The Supplier shall notify the Buyer without undue delay of any confirmed security incident affecting Buyer Content, in accordance with the incident management process set out in the Service Definition.

10. SERVICE AVAILABILITY AND SUPPORT

- 10.1. The Supplier shall use reasonable endeavours to ensure that the Service is available in accordance with the service levels and availability targets set out in the Service Definition.
- 10.2. The Supplier may carry out planned maintenance, upgrades, or updates to the Service. Where practicable, the Supplier shall provide advance notice of planned maintenance and seek to minimise service disruption.
- 10.3. The Supplier shall provide support services in accordance with the support arrangements described in the Service Definition, including incident response, service requests, and user support.
- 10.4. The Buyer acknowledges that availability may be affected by factors outside the Supplier's reasonable control, including third-party networks, Buyer systems, or force majeure events.



11. FEES AND PAYMENT

- 11.1. Fees payable for the Service are set out in the applicable Pricing Document and agreed Call-Off Contract. Fees may be based on page consumption, subscription tiers, or a combination of both, as agreed between the parties.
- 11.2. Subscription fees are billed annually in advance, unless otherwise stated in the Call-Off Contract. Page packs are payable upfront prior to use. The Buyer shall pay all valid invoices within the payment terms specified in the Call-Off Contract.
- 11.3. All fees are exclusive of value added tax (VAT), which shall be payable at the prevailing rate where applicable.
- 11.4. Unless otherwise agreed in writing, the Supplier reserves the right to adjust the charges annually to reflect inflationary increases. Any such adjustment shall be linked to a recognised UK inflation index (such as the Consumer Prices Index (CPI)) and shall take effect no more than once in any 12-month period.
- 11.5. The Supplier may suspend access to the Service where undisputed invoices remain unpaid beyond the agreed payment period, provided that reasonable notice has been given to the Buyer and suspension is permitted under the Call-Off Contract.
- 11.6. Except as expressly set out in the Call-Off Contract, fees are non-refundable. Any service credits, refunds, or remedies for service failure shall be as defined in the Call-Off Contract and Service Definition.

12. AI-ASSISTED OUTPUTS DISCLAIMER

- 12.1. truelens® uses artificial intelligence and automated analytics to assist with the analysis, structuring, and review of documentation.
- 12.2. Outputs generated by the Service are provided for information and decision-support purposes only. They do not constitute legal advice, engineering advice, professional certification, or regulatory approval, and no reliance shall be placed on truelens® outputs as a substitute for independent professional assessment or approval.
- 12.3. The Buyer acknowledges that AI-assisted analysis may be influenced by the quality, completeness, and clarity of the Content provided, and that outputs may require further validation or professional review.
- 12.4. The Buyer remains solely responsible for:
 - ensuring compliance with applicable laws, regulations, and standards;
 - making final decisions based on the outputs;
 - any submissions made to regulators or third parties.
- 12.5. The Supplier does not warrant that the Service will identify all issues, risks, or non-compliance scenarios and does not guarantee acceptance by any regulatory or approving authority.



13. LIMITATION OF LIABILITY

- 13.1. The Supplier's liability arising under or in connection with these Terms shall be subject to the limitations and exclusions set out in the Call-Off Contract and the G-Cloud Framework Agreement.
- 13.2. Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law.
- 13.3. Subject to clause 13.2, the Supplier shall not be liable for any indirect, incidental, special, or consequential loss or damage, including loss of profits, loss of business, loss of anticipated savings, or loss of data.
- 13.4. The Supplier shall not be liable for losses arising from:
 - reliance on AI-assisted outputs without appropriate verification;
 - inaccuracies or omissions in Buyer Content;
 - decisions or actions taken by regulators or third parties.
- 13.5. The total aggregate liability of the Supplier shall not exceed the liability cap set out in the Call-Off Contract.

14. INDEMNITIES

- 14.1. The Buyer shall indemnify and keep indemnified the Supplier against all claims, losses, damages, costs, and expenses arising from:
 - the Buyer's breach of these Terms;
 - misuse of the Service;
 - infringement of third-party rights arising from Buyer Content.
- 14.2. The Supplier shall indemnify the Buyer against claims that the Service infringes third-party intellectual property rights, subject to the limitations and conditions set out in the Call-Off Contract.
- 14.3. Indemnities under this clause are subject to the liability caps and exclusions set out in the Call-Off Contract and the G-Cloud Framework Agreement.

15. TERM AND TERMINATION

- 15.1. These Terms shall commence on the effective date of the Call-Off Contract and shall continue for the duration of the Call-Off Contract, unless terminated earlier in accordance with its provisions.
- 15.2. Either party may terminate the Call-Off Contract in accordance with the termination rights set out in the Call-Off Contract and the G-Cloud Framework Agreement.



- 15.3. Without prejudice to any other rights, the Supplier may suspend or terminate access to the Service where the Buyer is in material breach of these Terms and fails to remedy such breach within a reasonable period following notice, subject always to the Call-Off Contract.
- 15.4. On termination or expiry of the Call-Off Contract, the Buyer's right to access and use the Service shall cease, except as required to support exit and data return activities.

16. EXIT AND DATA RETURN

- 16.1. Upon termination or expiry of the Call-Off Contract, the Buyer may export its Content and outputs from the Service using standard export tools or formats supported by the platform.
- 16.2. The Supplier shall provide reasonable assistance to support orderly exit, data migration, or transition to an alternative solution, as set out in the Service Definition or Call-Off Contract.
- 16.3. Unless otherwise agreed, exit assistance beyond standard export functionality may be chargeable at the Supplier's then-current professional services rates.
- 16.4. Following completion of exit and subject to applicable legal or regulatory retention obligations, the Supplier shall securely delete Buyer Content from its systems within an agreed period.
- 16.5. The Supplier shall, upon request, provide confirmation of data deletion in accordance with its data retention and disposal policies.

17. FORCE MAJEURE

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

18. GOVERNING LAW

- 18.1. These Terms are governed by and construed in accordance with the laws of England and Wales.

19. GENERAL

- 19.1. Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute either party as the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.



- 19.2. If any court or competent authority finds that any provision of this Licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence shall not be affected.
- 19.3. No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.4. These Terms may only be varied in accordance with the Call-Off Contract.



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