
ROI E-Solutions Ltd: Terms & Conditions (T&Cs)

1. Definitions and Interpretation

- **"Service"** refers to the SAP BTP consultancy, AI Wave Agents, and Mobile solutions provided.
- **"Buyer Data"** refers to all information and data provided by the customer for use within the service.
- **"Clean Core"** refers to the methodology of maintaining a standard ERP backend by deploying customizations via the Cloud.

2. Service Provision & Performance

- ROI-eSolutions shall provide the services with reasonable skill and care in accordance with the Service Definition.
- We guarantee a **99.9% uptime** for the application layer. Maintenance windows for scheduled updates will be communicated at least **5 business days** in advance.

3. Shared Responsibility & Security

- **Our Responsibility:** Security *of* the application logic, AI prompts, and integration middleware.
- **Buyer Responsibility:** Security *in* the cloud, specifically user identity management (SSO/MFA) and the accuracy of the data fed into AI Wave Agents.
- Both parties shall comply with the **Data Protection Act 2018** and **GDPR**.

4. Intellectual Property Rights (IPR)

- **Pre-existing IPR:** ROI E-Solutions retains ownership of its proprietary AI frameworks and "Wave" templates.
- **Custom Deliverables:** Upon full payment, the Buyer is granted a non-exclusive, perpetual license to use the custom code and configurations developed specifically for their project.
- **Buyer Data:** The Buyer retains full ownership of all data uploaded or processed by the service.

5. Limitation of Liability

- Our liability for any single event is limited to **100% of the fees paid** in the 12 months preceding the claim.

- We are not liable for indirect or consequential losses, including loss of profits or business interruption due to third-party outages (e.g., SAP, AWS, Azure).

6. Termination & Offboarding

- Either party may terminate the agreement with **30 days' written notice**, subject to G-Cloud framework terms.
- Upon termination, ROI-eSolutions will provide an exit report and facilitate data extraction as outlined in the Service Definition.

7. Governing Law

- These terms shall be governed by and construed in accordance with the **laws of England and Wales**.