

Standard Terms and Conditions (G-Cloud 15)

1. Definitions

In these Terms, “Service” means the Moonbility disruption impact and intelligence platform, provided on a software-as-a-service (SaaS) or infrastructure software-as-a-service (iSaaS) basis. “Buyer” means the contracting authority procuring the Service under the G-Cloud framework.

2. Scope of Service

Moonbility provides access to its cloud-based platform to support disruption awareness, impact assessment, and operational decision-making. The Service is provided as described in the applicable Service Definition. Moonbility does not replace existing operational systems and does not provide safety-critical control functions. The Service performance is dependent on the availability and accuracy of data provided by the Buyer or third-party data sources; Moonbility is not responsible for Service limitations caused by inaccuracies or latencies in such data.

3. Service Availability

Moonbility is designed to support high service availability through a resilient, multi-zone cloud architecture and continuous monitoring. Specific availability targets and service levels (SLAs) are agreed at the Call-off stage. Scheduled maintenance will, where possible, be planned outside core operational hours and communicated to the Buyer in advance.

4. Service Credits

Where agreed availability levels are not met, Moonbility operates a service credit mechanism rather than direct refunds. Service credits will be calculated in accordance with the agreed SLA and applied as a deduction against future invoices. Service credits constitute the Buyer’s sole and exclusive remedy for service availability failures.

5. Support and Incident Management

Moonbility provides incident management and user support appropriate to the agreed service tier. Incident prioritisation, response targets, and support channels are defined in the Service Definition or the agreed SLA in the Call-off Contract.

6. Data Protection and Security

Moonbility will process Buyer data solely for the purpose of providing the Service and in accordance with applicable data protection legislation, including UK GDPR. Buyer data remains the property of the Buyer. Moonbility implements appropriate technical and organisational measures to protect data confidentiality and integrity.

7. Intellectual Property

All intellectual property rights in the Moonbility platform, models, and documentation remain the property of Moonbility or its licensors. The Buyer is granted a non-exclusive, non-transferable right to use the Service for the duration of the contract. No intellectual property rights are transferred under these Terms.

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8. Third-Party Services

The Service is hosted on third-party cloud infrastructure (e.g., AWS/Google Cloud). While Moonbility manages the Service, the Buyer acknowledges that availability may be affected by issues originating at the cloud infrastructure level beyond Moonbility's reasonable control.

9. Buyer Responsibilities

The Buyer is responsible for: (i) providing accurate and lawful data; (ii) ensuring appropriate user access controls; and (iii) using the Service in accordance with applicable laws.

10. Limitations of Liability

Neither party excludes liability for death or personal injury caused by negligence or fraud. Subject to the above, Moonbility's total liability arising under or in connection with the Service shall be limited to the total charges paid by the Buyer in the preceding 12 months. Moonbility shall not be liable for indirect, consequential, or economic losses.

11. Termination and Data Export

Either party may terminate for material breach. The Buyer may terminate for convenience in accordance with the Call-off Contract. Upon termination, Moonbility will provide reasonable assistance for the extraction of Buyer Data. Following a transition period, Moonbility will securely delete Buyer data in accordance with its data retention policy.

12. Confidentiality

Each party agrees to keep confidential any information disclosed by the other party that is marked or reasonably understood to be confidential.

13. Governing Law

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

14. Order of Precedence

In the event of conflict, the order of precedence shall be: (1) The G-Cloud Call-off Contract; (2) The Service Definition; (3) These Terms and Conditions.