

Terms & Conditions - AI Agent Configuration and Integration Support

1. Definitions

“Supplier” means Fliweel Tech Ltd.

“Buyer” means the public sector organisation entering into a Call-Off Contract.

“Services” means the cloud support services described in the Service Definition.

“Call-Off Contract” means the contract formed under the G-Cloud Framework between the Buyer and the Supplier.

“Deliverables” means outputs expressly defined in an agreed Statement of Work.

2. Contract Structure and Precedence

These Terms and Conditions apply to all Services provided under the G-Cloud Framework.

In the event of conflict, the order of precedence is:

1. Call-Off Contract
2. Framework Agreement
3. Service Definition
4. These Terms and Conditions

3. Scope of Services

The Supplier shall provide Services strictly in accordance with:

- the Service Definition, and
- the applicable Statement of Work agreed under a Call-Off Contract.

Any services not expressly included are excluded.

The Services are professional cloud support services, not a managed service.

4. Exclusions

Unless expressly stated in a Statement of Work, the Services do **not** include:

- hosting or infrastructure provision
- ongoing operational management



- platform licensing
- security monitoring or SOC services
- business continuity ownership
- backup or disaster recovery ownership
- guarantees of business outcomes or financial savings

5. Buyer Responsibilities

The Buyer is responsible for:

- providing timely access to systems, data and stakeholders
- ensuring appropriate licences for third-party platforms
- maintaining ownership of infrastructure, security and data governance
- ensuring compliance with internal policies and regulatory requirements

Delays caused by Buyer dependencies may impact delivery timelines.

6. Change Control

Any change to scope, timelines or deliverables must be agreed in writing through a formal change control process and may result in additional charges.

7. Service Levels and Support

Service levels, response times and support arrangements are defined in the applicable Statement of Work and aligned to issue criticality.

Unless otherwise agreed:

- support is provided during UK business hours
- services are delivered remotely, with on-site support by agreement
- post-deployment hyper-care is time-limited

8. Intellectual Property

The Buyer shall own all Deliverables created specifically for the Buyer upon full payment.

The Supplier retains ownership of:

- background intellectual property



- tools, templates, methodologies and know-how
- pre-existing or generic components

The Buyer is granted a perpetual licence to use Deliverables for internal purposes.

9. Data Protection

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

The Supplier acts as a data processor only where required and processes personal data solely on documented Buyer instructions.

No personal data is retained following service completion unless required by law.

10. Security

The Supplier applies appropriate technical and organisational measures aligned to public sector cloud security principles.

Security responsibility for platforms, infrastructure and access controls remains with the Buyer unless otherwise agreed in writing.

11. Confidentiality

Each party shall keep confidential all information marked or reasonably understood as confidential and shall use it solely for contract purposes.

12. Liability

The Supplier's total aggregate liability under any Call-Off Contract shall be limited to the total fees paid under that Call-Off Contract.

The Supplier shall not be liable for indirect or consequential loss, loss of profit, revenue, anticipated savings, or loss arising from Buyer systems or third-party platforms.

Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

The Supplier maintains appropriate levels of public liability and professional indemnity insurance commensurate with the Services provided. Evidence of insurance can be provided to the Buyer on request.



13. Termination

13.1 Termination for Convenience

The Buyer may terminate a Call-Off Contract for convenience by providing not less than thirty (30) days' written notice to the Supplier.

13.2 Termination for Cause

Either party may terminate a Call-Off Contract immediately by written notice if the other party:

- commits a material breach which is not remedied within thirty (30) days of written notice, or
- becomes insolvent or unable to pay its debts.

13.3 Consequences of Termination

Upon termination of a Call-Off Contract for any reason:

a) the Buyer shall pay the Supplier for all Services properly performed up to the effective date of termination; and

b) the Buyer shall pay any committed and non-recoverable costs reasonably incurred by the Supplier in connection with the Services.

13.4 Early Termination Charges (Termination for Convenience Only)

Where the Buyer terminates a Call-Off Contract for convenience before completion of the agreed Services, the Buyer shall, in addition to payments due under clause 13.3, pay an early termination charge.

The early termination charge shall be equal to 50% of the remaining unpaid fees under the applicable Statement of Work, reflecting committed delivery capacity, reserved resources and non-recoverable costs.

This charge shall not apply where termination arises due to the Supplier's material breach.

13.5 Assistance on Termination

Following termination, the Supplier shall provide reasonable assistance to support orderly exit and transition, as agreed in the Statement of Work.



14. Exit and Handover

On request, the Supplier shall provide reasonable assistance to support transition or exit, as defined in the Statement of Work.

The Supplier does not retain Buyer data following exit.

15. Subcontracting

The Supplier may use suitably qualified subcontractors.

The Supplier remains responsible for subcontractor performance.

16. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.

