

Terms and Conditions

Resold SaaS Data Platforms (G-Cloud 15 Lot 2b)

Supplier: 7Dxperts UK Limited

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Version control

Version	Date	Author	Summary of changes
1.0	30 January 2026	7Dxperts UK Limited	Initial issue for G-Cloud 15 Lot 2b reseller terms.

How to use this document

These Terms and Conditions apply to the Buyer's purchase of resold Software as a Service (SaaS) subscriptions to third-party data platform services. They explain the Supplier's role as reseller and how third-party vendor terms apply to the use of the underlying SaaS.

1. Definitions and interpretation

In these Terms and Conditions:

- "Buyer" means the contracting authority placing a call-off contract under the G-Cloud framework.
- "Call-off Contract" means the contract formed under the G-Cloud framework between the Buyer and the Supplier for the Service.
- "Order Form" means the ordering document (including any online order or quote accepted by the Buyer) that specifies the Vendor(s), service tier/edition, region(s), quantities, term, and fees.
- "Service" means the resold SaaS subscriptions described in the applicable Service Definition and Order Form, together with any Supplier support included in the Call-off Contract.
- "Supplier" means 7Dxperts UK Limited.
- "Vendor Services" means the underlying SaaS services provided by one or more of: Databricks, Snowflake, Amazon Web Services (AWS), Microsoft Azure and/or Microsoft Fabric (and any successor services agreed in the Order Form).
- "Vendor Terms" means the licensing, usage, acceptable use and other terms published by the relevant Vendor and referenced in Schedule 1 (as updated by the Vendor from time to time).

Headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa.

2. Contract structure and precedence

1. The Call-off Contract is formed under the G-Cloud framework and incorporates the Supplier's Service Definition and these Terms and Conditions.

2. The Buyer's use of the Vendor Services is also subject to the applicable Vendor Terms. The Vendor Terms are third-party terms and are not controlled by the Supplier.
3. If there is a conflict between: (a) the G-Cloud Call-off Contract terms; (b) these Terms and Conditions; and (c) the Vendor Terms, the following order of precedence applies: (1) the Call-off Contract; (2) these Terms and Conditions; (3) the Vendor Terms.
4. Where the Vendor Terms impose mandatory conditions for the Buyer's use of the Vendor Services (for example, acceptable use or suspension rights), the Buyer acknowledges that the Vendor may restrict or suspend access if those conditions are not met. In such circumstances, the Supplier will reasonably support the Buyer with escalation and coordination but cannot override Vendor enforcement actions.

3. Supplier role and service scope

5. The Supplier acts as a reseller and provides ordering, account administration support and first-line incident triage and guidance for the Service as stated in the Service Definition and Order Form.
6. The Vendor Services are provided, hosted and operated by the Vendors. The Supplier does not operate, host, or manage the underlying Vendor infrastructure.
7. Any professional services (for example, onboarding workshops, implementation, migration or optimisation services) are only included if expressly stated in the Call-off Contract and priced separately where applicable.

4. Ordering and provisioning

8. The Buyer will select the Vendor Service(s), tier/edition, region(s), term, and quantities in an Order Form.
9. Provisioning and activation may require the Buyer to accept or acknowledge Vendor Terms (directly or via click-through) and to maintain a suitable cloud tenant/subscription and identity configuration, as applicable to the Vendor Service.
10. The Buyer is responsible for the accuracy of information provided for ordering and for maintaining authorised admin contacts.
11. The Supplier will use reasonable endeavours to provision access within the timescales agreed in the Order Form, subject to Vendor processes and dependencies.

5. Fees, invoicing and payment

12. Fees are set out in the Order Form. Unless stated otherwise, fees are exclusive of VAT and other applicable taxes.
13. Where Vendor Services are billed on a consumption or usage basis, the Buyer is responsible for charges incurred in accordance with the Vendor's metering and billing rules, and for any cloud provider charges (including data egress) applicable to the Buyer's chosen configuration.

14. The Supplier will invoice and the Buyer will pay in accordance with the Call-off Contract payment terms.

6. Support

15. Standard Support (included unless stated otherwise) consists of incident triage and guidance provided remotely via email or ticketing.
16. Standard Support initial response target is within 8 business hours (Monday to Friday, 09:00–17:00 UK time), excluding UK public holidays. There is no service level commitment for incident resolution time under Standard Support.
17. Enhanced Support and Premium Support (including any extended hours, proactive monitoring, named contacts, or 24/7 cover) are available where agreed with the Buyer in the Call-off Contract and/or Order Form.
18. Platform defects, outages and issues within the Vendor Services may require escalation to the relevant Vendor support. The Supplier will coordinate such escalations where within scope but resolution remains subject to the Vendor's processes and service commitments.

7. Acceptable use and compliance with Vendor Terms

19. The Buyer must use the Service and Vendor Services in accordance with all applicable laws and the applicable Vendor Terms, including each Vendor's acceptable use policy.
20. The Buyer must not: (a) use the Service to transmit malicious code; (b) attempt to gain unauthorised access to any systems; (c) interfere with or disrupt service integrity; or (d) use the Service for unlawful, harmful or abusive purposes.
21. The Supplier may suspend access to the Service (or request that a Vendor suspend access) where required to address security risk, comply with law, or where the Buyer is in material breach of this clause or Vendor Terms.

8. Data protection

22. The Buyer is responsible for determining the purposes and means of processing of personal data within the Vendor Services and for ensuring it has a lawful basis for processing.
23. The Vendor Terms and any applicable Vendor data protection addendum (where provided by the Vendor) govern the Vendor's processing of personal data within the Vendor Services.
24. Where the Supplier processes personal data on behalf of the Buyer in providing support (for example, support tickets that include personal data), such processing is limited to what is necessary to provide the support and will be handled in accordance with the Call-off Contract and the Supplier's privacy and security policies.

9. Security and shared responsibility

- 25. Security is a shared responsibility. The Vendors provide security controls for the underlying Vendor Services as described in their documentation and contractual commitments.
- 26. The Buyer is responsible for: (a) identity and access configuration (including MFA/SSO and role assignments); (b) data classification and access policy decisions; (c) endpoint security for user devices; and (d) network controls within the Buyer environment.
- 27. The Supplier is responsible for maintaining appropriate security measures for its own systems used to provide ordering and support services and for controlling Supplier access to Buyer environments (if any) in accordance with Buyer approvals.

10. Availability, resilience and maintenance

- 28. Availability and resilience for the Vendor Services are provided under the relevant Vendor service level agreements and service descriptions.
- 29. The Supplier does not provide a separate uptime guarantee for Vendor Services beyond what is stated by the Vendors.
- 30. Vendors may perform planned maintenance and apply updates. The Buyer acknowledges that such changes may affect features or performance and will be managed under the applicable Vendor Terms.

11. Intellectual property

- 31. The Buyer retains all rights in Buyer data and Buyer content uploaded to or processed within the Vendor Services.
- 32. The Vendors and their licensors retain all rights in the Vendor Services and related documentation.
- 33. The Supplier retains all rights in its own materials, methodologies and tooling provided outside the Vendor Services, unless otherwise stated in the Call-off Contract.

12. Confidentiality

- 34. Each party will keep the other party's confidential information confidential and will not disclose it to any third party except as permitted by the Call-off Contract or required by law.
- 35. Confidential information may be disclosed to the relevant Vendor to the extent necessary to provision the Service or resolve incidents, subject to the applicable Vendor Terms and confidentiality obligations.

13. Warranties and disclaimers

- 36. Except as expressly stated in the Call-off Contract, the Service is provided on an "as is" basis and the Supplier does not warrant that the Vendor Services will be uninterrupted or error-free.

37. The Buyer acknowledges that the Vendor Services are provided by third parties and that the Supplier does not control the Vendor Services' operation, performance, or roadmap.

14. Liability

38. Liability between the Buyer and Supplier is governed by the Call-off Contract and any applicable G-Cloud framework terms.
39. Nothing in these Terms and Conditions limits liability that cannot be limited by law.

15. Term, termination and suspension

40. The Service term is as set out in the Order Form and/or Call-off Contract.
41. Either party may terminate as permitted under the Call-off Contract.
42. The Supplier may suspend the Service (or request Vendor suspension) where required to comply with law, address security risk, or where the Buyer is in material breach (including non-payment where permitted).
43. If a Vendor suspends or terminates access under Vendor Terms, the Supplier will inform the Buyer and reasonably assist with escalation and offboarding, but the Supplier is not liable for the Vendor's enforcement actions.

16. Exit management and data export

44. At contract end, the Buyer is responsible for exporting its data and configurations from the Vendor Services within the time available prior to termination, using the Vendor's standard export tools and APIs.
45. Where agreed, the Supplier can provide offboarding support as a separately chargeable service.
46. The Buyer acknowledges that Vendor egress charges, quotas, retention settings and other Vendor constraints may apply to export activities.

17. Audit and records

47. The Supplier will retain records reasonably required for ordering and billing and will provide information as required under the Call-off Contract.
48. The Buyer acknowledges that access to Vendor audit reports, certifications and logs is provided by the Vendors under the Vendor Terms and platform features.

18. Third-party services

49. The Service depends on third-party Vendor Services. The Supplier may pass through Vendor notices, changes and requirements relevant to the Buyer's use of the Service.

50. The Vendor Terms may change over time. The Buyer's continued use of the Vendor Services constitutes acceptance of updated Vendor Terms, as applicable under each Vendor's change process.

19. Notices

51. Notices will be served in accordance with the Call-off Contract notice provisions.

20. Governing law

52. These Terms and Conditions are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, unless the Call-off Contract states otherwise.

Schedule 1: Referenced Vendor Terms

Use of each Vendor Service is governed by the applicable Vendor Terms. The links below are provided for convenience and may be updated by the relevant Vendor from time to time:

A. Databricks

- Databricks Terms of Service: <https://www.databricks.com/legal/terms>
- Databricks Acceptable Use Policy: <https://www.databricks.com/legal/acceptable-use-policy>

B. Snowflake

- Snowflake Terms of Service / Legal: <https://www.snowflake.com/legal/>
- Snowflake Acceptable Use Policy: <https://www.snowflake.com/legal/acceptable-use-policy/>

C. Microsoft Azure and Microsoft Fabric

- Microsoft Product Terms: <https://www.microsoft.com/licensing/terms>
- Microsoft Azure Legal / Terms of Service: <https://azure.microsoft.com/support/legal/>

D. Amazon Web Services (AWS)

- AWS Customer Agreement: <https://aws.amazon.com/agreement/>
- AWS Service Terms: <https://aws.amazon.com/service-terms/>
- AWS Acceptable Use Policy: <https://aws.amazon.com/aup/>

E. Google Cloud Platform (optional where purchased): BigQuery

- Google Cloud Terms of Service: <https://cloud.google.com/terms>
- Google Cloud Acceptable Use Policy: <https://cloud.google.com/terms/aup>