



Bramble Hub
Connecting SMEs and the Public Sector

Crown
Commercial
Service
Supplier

G-Cloud 15 Lot 2b

Bramble Hub

Agentic AI & Multi-Agent Systems

Platform

Terms and Conditions

Contact:

Geoff Couling

+44 (0) 20 7735 0030

contact@bramblehub.co.uk

Terms and Conditions

Agentic AI & Multi-Agent Systems Platform

G-Cloud 15 Framework | RM1557.15 | Lot 2b: Application Development and Deployment

Important: These Terms and Conditions are supplementary to the G-Cloud 15 Framework Agreement and any applicable Call-Off Contract. In the event of any conflict, the order of precedence shall be: (1) Call-Off Contract, (2) Framework Agreement, (3) these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires:

- (a) "Agreement" means the contract formed between the Supplier and Customer comprising the Call-Off Contract, Framework Agreement, and these Terms and Conditions;
- (b) "Authorised Users" means those employees, agents, and contractors of the Customer who are authorised to use the Services;
- (c) "Business Day" means any day other than a Saturday, Sunday, or public holiday in England;
- (d) "Confidential Information" means all information disclosed by one party to the other, whether orally, in writing, or by other means, that is designated as confidential or ought reasonably to be considered confidential;
- (e) "Customer" means the public sector body or other organisation entering into a Call-Off Contract for the Services;
- (f) "Customer Data" means all data, including Personal Data, that is provided by the Customer or Authorised Users in connection with the Services;
- (g) "Documentation" means the user guides, training materials, and technical documentation provided with the Services;
- (h) "Intellectual Property Rights" means patents, rights to inventions, copyright, trade marks, business names, domain names, rights in designs, database rights, rights in confidential information, and all other intellectual property rights;
- (i) "Personal Data" has the meaning given in the UK GDPR;
- (j) "Platform" means the Agentic AI & Multi-Agent Systems Platform, including Michie.AI, Yochi, and Document Intelligence modules;
- (k) "Services" means the cloud services and associated support provided under the Agreement as described in the Service Definition Document;

(l) "Subscription Term" means the period during which the Customer has access to the Services as specified in the Call-Off Contract;

(m) "Supplier" means Stealth Labs Ltd, a company registered in England and Wales;

(n) "UK GDPR" means the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

1.2 References to statutes or statutory provisions include any subordinate legislation and any modification, amendment, extension, consolidation, re-enactment, or replacement thereof.

2. Service Provision

2.1 The Supplier shall provide the Services to the Customer in accordance with the Service Definition Document, Pricing Document, and this Agreement.

2.2 The Supplier shall use reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for planned maintenance windows as notified to the Customer.

2.3 The Supplier shall provide the support services at the level specified in the Customer's subscription tier, as described in the Service Definition Document.

2.4 The Supplier reserves the right to make changes to the Services that are necessary to comply with applicable law or regulatory requirements, or that do not materially affect the nature or quality of the Services.

2.5 The Supplier shall ensure that all personnel engaged in providing the Services are suitably qualified, experienced, and where required, hold appropriate security clearances.

3. Customer Obligations

3.1 The Customer shall:

- (a) provide the Supplier with all necessary cooperation, access, and information required for the provision of the Services;
- (b) comply with all applicable laws and regulations in its use of the Services;
- (c) ensure that Authorised Users use the Services in accordance with this Agreement and the Documentation;
- (d) maintain the security of user credentials and notify the Supplier immediately of any suspected unauthorised access;
- (e) be responsible for the accuracy and quality of Customer Data;
- (f) obtain and maintain all necessary licences and consents required for the Supplier to perform its obligations.

3.2 The Customer shall not, and shall ensure that Authorised Users do not:

- (a) access, store, distribute, or transmit any material that is unlawful, harmful, threatening, defamatory, or otherwise objectionable;
- (b) attempt to gain unauthorised access to the Platform or any systems or networks connected to it;

- (c) use the Services to develop a competing product or service;
- (d) modify, copy, or create derivative works based on the Platform except as expressly permitted;
- (e) reverse engineer, decompile, or disassemble the Platform except to the extent permitted by applicable law.

4. Fees and Payment

4.1 The Customer shall pay the fees as set out in the Pricing Document and the Call-Off Contract.

4.2 All fees are exclusive of VAT, which shall be payable at the prevailing rate where applicable.

4.3 Subscription fees shall be invoiced monthly in arrears. Implementation and professional services fees shall be invoiced in accordance with agreed milestones or upon completion.

4.4 Payment is due within 30 days of the date of a valid invoice.

4.5 If the Customer fails to make any payment due under this Agreement, the Supplier may charge interest on overdue amounts at the rate of 4% per annum above the Bank of England base rate.

4.6 All fees are fixed for the duration of the G-Cloud 15 Framework Agreement. Volume discounts shall be applied automatically in accordance with the Pricing Document.

5. Intellectual Property Rights

5.1 The Supplier and its licensors retain all Intellectual Property Rights in the Platform, Documentation, and any materials developed or provided by the Supplier.

5.2 The Supplier grants the Customer a non-exclusive, non-transferable licence to use the Platform and Documentation for the Subscription Term, solely for the Customer's internal business purposes.

5.3 The Customer retains all Intellectual Property Rights in Customer Data. The Customer grants the Supplier a non-exclusive licence to use Customer Data solely for the purpose of providing the Services.

5.4 Any bespoke developments, custom agents, or integrations created specifically for the Customer shall be owned by the Supplier, with an irrevocable, perpetual licence granted to the Customer to use such developments for its internal purposes.

5.5 The Supplier may use anonymised and aggregated data derived from the Services to improve the Platform, provided such data cannot be used to identify the Customer or any individual.

6. Data Protection

6.1 Both parties shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

6.2 To the extent that the Supplier processes Personal Data on behalf of the Customer, the Supplier shall:

- (a) process Personal Data only on documented instructions from the Customer;
- (b) ensure that personnel authorised to process Personal Data are subject to appropriate confidentiality obligations;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- (d) assist the Customer in responding to requests from data subjects exercising their rights;
- (e) delete or return all Personal Data upon termination of the Agreement, at the Customer's election;
- (f) make available information necessary to demonstrate compliance and allow for audits.

6.3 Customer Data shall be stored and processed within the United Kingdom. The Supplier shall not transfer Customer Data outside the UK without the Customer's prior written consent and appropriate safeguards.

6.4 The Supplier shall notify the Customer without undue delay upon becoming aware of a Personal Data breach affecting Customer Data.

7. Confidentiality

7.1 Each party shall keep confidential all Confidential Information of the other party and shall not disclose such information to any third party without the prior written consent of the disclosing party.

7.2 The obligations of confidentiality shall not apply to information that:

- (a) is or becomes publicly available through no fault of the receiving party;
- (b) was lawfully in the receiving party's possession before disclosure;
- (c) is lawfully obtained from a third party without restriction;
- (d) is independently developed without reference to the Confidential Information;
- (e) is required to be disclosed by law, regulation, or court order.

7.3 The obligations of confidentiality shall survive termination of the Agreement for a period of five years.

8. Warranties

8.1 The Supplier warrants that:

- (a) it has the right to enter into this Agreement and grant the licences contemplated herein;
- (b) the Services will be provided with reasonable skill and care;
- (c) the Platform will perform substantially in accordance with the Documentation;
- (d) the Services will conform to the service levels specified in the Service Definition Document.

8.2 The Customer warrants that it has the authority to enter into this Agreement and that its use of the Services will comply with all applicable laws.

8.3 Except as expressly stated in this Agreement, all warranties, conditions, and terms implied by statute or common law are excluded to the fullest extent permitted by law.

9. Limitation of Liability

9.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

9.2 Subject to clause 9.1, neither party shall be liable for any indirect, special, incidental, or consequential loss or damage, including loss of profits, revenue, data, or goodwill.

9.3 Subject to clause 9.1, the Supplier's total aggregate liability arising out of or in connection with this Agreement shall not exceed the greater of: (a) the total fees paid and payable by the Customer in the 12 months preceding the claim; or (b) £100,000.

9.4 The Customer acknowledges that the fees reflect the allocation of risk in this Agreement and that the Supplier would not enter into this Agreement without these limitations.

10. Indemnities

10.1 The Supplier shall indemnify the Customer against all losses, damages, costs, and expenses arising from any claim that the Customer's use of the Platform in accordance with this Agreement infringes the Intellectual Property Rights of any third party.

10.2 The indemnity in clause 10.1 shall not apply to the extent that the claim arises from:

- (a) modification of the Platform by anyone other than the Supplier;
- (b) use of the Platform in combination with other software or services not provided by the Supplier;
- (c) Customer Data or the Customer's breach of this Agreement.

10.3 The Customer shall indemnify the Supplier against all losses, damages, costs, and expenses arising from any claim relating to Customer Data or the Customer's breach of this Agreement.

11. Term and Termination

11.1 This Agreement shall commence on the date specified in the Call-Off Contract and continue for the Subscription Term, unless terminated earlier in accordance with this clause.

11.2 Either party may terminate this Agreement with immediate effect by giving written notice if the other party:

- (a) commits a material breach of this Agreement and fails to remedy such breach within 30 days of receiving written notice;
- (b) becomes insolvent, enters administration, or ceases to carry on business.

11.3 The Customer may terminate this Agreement for convenience by giving not less than 30 days' written notice, subject to payment of fees for the minimum contract term.

11.4 Upon termination:

- (a) the Customer's right to access and use the Services shall cease immediately;
- (b) the Supplier shall provide transition support as described in the Service Definition Document;
- (c) each party shall return or destroy the other party's Confidential Information;
- (d) the Supplier shall delete Customer Data in accordance with the offboarding process, unless retention is required by law.

11.5 Termination shall not affect any rights, remedies, obligations, or liabilities that have accrued prior to termination.

12. Force Majeure

12.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

12.2 A Force Majeure Event means any event beyond a party's reasonable control, including acts of God, war, terrorism, civil unrest, government action, pandemic, fire, flood, or failure of third-party telecommunications networks.

12.3 The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effects of the Force Majeure Event.

12.4 If a Force Majeure Event continues for more than 60 days, either party may terminate this Agreement by giving 30 days' written notice.

13. Dispute Resolution

13.1 The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement through good faith negotiation.

13.2 If the dispute cannot be resolved through negotiation within 30 days, either party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

13.3 If mediation fails to resolve the dispute within 60 days, either party may commence legal proceedings.

13.4 Nothing in this clause shall prevent either party from seeking urgent injunctive or other equitable relief from the courts.

14. General Provisions

14.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations relating to its subject matter.

14.2 No amendment to this Agreement shall be effective unless in writing and signed by both parties.

14.3 Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that the Supplier may assign this Agreement to an affiliate or in connection with a merger or sale of substantially all its assets.

14.4 A waiver of any right under this Agreement shall only be effective if in writing and shall not constitute a waiver of any subsequent breach or default.

14.5 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14.6 Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties.

14.7 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14.8 Any notice required under this Agreement shall be in writing and sent to the address specified in the Call-Off Contract or such other address as may be notified in writing.

14.9 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.

15. Contact Information

For queries relating to these Terms and Conditions or the Services, please contact:

Stealth Labs Ltd

Email: sammy@stealthlabs.uk

Framework: G-Cloud 15 (RM1557.15) | Lot 2b

— *End of Terms and Conditions* —