

Terms & Conditions:

heata Compute: Sustainable GPU & CPU Compute Orchestration (Lot 2a: iSaaS)

Background

Equal Experts UK Limited ("We", "Us", the "Supplier") has partnered with Bit Warmer Limited trading as heata (the "Platform Provider") to provide the heata Compute Platform (the "Platform"). These Supplier Terms govern your use of the Platform under your Call-Off Contract.

1. Our Responsibilities

1.1 Software Access and License. You are granted a non-exclusive, non-transferable licence to access and use the Platform (including the Web Console, API, and Command Line Interface) for the duration of the Call-Off Contract.

1.2 Service Changes. We may change or discontinue any of the Platform's features or APIs from time to time. We will provide at least 90 days' notice of material changes to Platform features, except where prevented by security or legal requirements.

1.3 Service Level Agreement Updates. We may modify, discontinue, or introduce new Service Level Agreements, but we will give you at least 90 days' notice if any changes materially and negatively affect you.

2. Your Responsibilities

2.1 Your Accounts. You are responsible for all activities that occur under your account and for maintaining the security of your account credentials.

2.2 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content, including the legality and security of the container images you execute.

2.3 Platform Integrity. You must not use the Platform in a manner that: (a) interferes with the performance of the Platform for other users; or (b) exceeds reasonable rate limits.

2.4 Security and Backup. You are responsible for maintaining appropriate security, protection, and backup of Your Content.

2.5 End Users. You are responsible for ensuring that anyone you permit to use the Platform complies with these Supplier Terms.

3. Data Retrieval on Termination

3.1 Following termination or expiry of the Call-Off Contract, you will have at least 30 days to retrieve Your Content from the Platform.

4. Support

4.1 **Channels.** The Supplier and Platform Provider provide technical support for Platform-specific issues through the following channels:

- **Ticketing:** support requests can be submitted 24/7 via the Platform console.
- **Live chat:** during the hours specified in the Service Definition.
- **Email and Phone:** during the hours specified in the Service Definition.

4.2 **Service Levels:** All support is provided in accordance with the Service Level Agreement (SLA) defined in our G-Cloud 15 service listing.

5. Geographic Availability:

5.1 In alignment with UK public sector data standards for Official data:

- All customer data is stored and processed exclusively on infrastructure located within the United Kingdom.
- Platform engineering and technical support are provided by UK-based personnel.