



Tomorrow Changes Everything Adappt

Terms and Conditions - Cloud Software Services





General Terms and Conditions

These general terms and conditions together with any terms included in the Schedules to this Agreement shall apply to the exclusion of all other terms and conditions, to all Cloud Based Software Services and related Services provided and offered under this Agreement.

1. Definitions and interpretation

- **"Adappt"** means Adappt Limited.
- **"Buyer"** means the Contracting Authority purchasing the Services through the G-Cloud framework.
- **"Agreement"** means these Terms and Conditions together with the Order Form and any schedules expressly incorporated.
- **"Cloud Software Service" or "Service"** means the software-as-a-service offering provided by Adappt and accessed via the internet.
- **"Documentation"** means user guides, technical documentation, and service descriptions made available to Buyers.
- **"Fees"** means the charges payable for the Service as set out in the Order Form.
- **"Working Hours"** means 09:00 to 17:30 UK time, Monday to Friday, excluding UK public holidays.



2. Scope of Services

Adappt provides the Service as a cloud-hosted software-as-a-service solution delivered via public or private cloud infrastructure. The Service is accessed remotely using supported browsers or APIs. No bespoke development, system integration, or professional services are included unless explicitly stated in the Order Form.

Adappt retains responsibility for hosting, operating, maintaining, and supporting the Service in accordance with this Agreement. Where deployed into a buyer-controlled environment, responsibilities are as set out in the Order Form.

3. Licence Grant and Use Restrictions

3.1 Adappt grants the Buyer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Service during the term of the Agreement for the Buyer's internal business purposes, subject to any usage limits or subscription parameters set out on the Order.

3.2 The Buyer must not:

- copy, modify, or create derivative works of the Service;
- reverse engineer, decompile, or attempt to derive source code;
- bypass or attempt to bypass security controls or usage limits;
- use the Service unlawfully or in a manner that infringes third-party rights.

4. Intellectual Property Rights

4.1 All intellectual property rights in the Service, Documentation, underlying software, algorithms, models, configurations, and platform components remain the exclusive property of Adappt or its licensors.

4.2 No intellectual property rights are transferred to the Buyer except the limited right to use the Service as expressly set out in this Agreement. For the avoidance of doubt, the Buyer acquires no rights in Adappt's background intellectual property, methodologies, or underlying technology.



4.3 The Buyer retains all intellectual property rights in Buyer data, content, and materials submitted to or processed by the Service.

4.4 The Buyer grants Adappt a limited licence to process Buyer data solely for the purpose of providing and supporting the Service.

5. Data Protection and Security

5.1 Adappt implements appropriate technical and organisational measures to protect Buyer data, including encryption in transit (TLS 1.2 or higher), encryption at rest where supported by the underlying platform, role-based access controls, logging, monitoring, and regular review of security controls in line with industry standards.

5.2 Adappt acts as a data processor where applicable and processes personal data only in accordance with the Agreement and applicable data protection legislation.

5.3 Buyer data remains the property of the Buyer at all times.

6. Availability and Support

6.1 The Service is designed for high availability using resilient cloud infrastructure, including appropriate redundancy and fault-tolerant components, whether deployed within Adappt-managed environments or buyer-controlled cloud environments, as applicable.

6.2 Support is provided via email or online ticketing during Working Hours. Requests are prioritised by severity. Adappt will use commercially reasonable efforts to meet stated availability targets.

6.3 Availability targets and any service credit arrangements are set out in the Order Form. Service credits are the Buyer's sole remedy for availability failures.



7. No Warranty as to Outcomes

Adappt does not warrant that the Service will meet all Buyer requirements or achieve any specific outcomes, and the Buyer acknowledges that use of the Service is at its own risk, subject to the terms of this Agreement.

8. Change Management

Adappt may make changes to the Service to maintain security, performance, compatibility, or regulatory compliance. Changes are managed through controlled release processes. Where reasonably practicable, Adappt will provide advance notice of material changes that could affect Buyer use of the Service.

9. Onboarding, Offboarding, and Data Export

9.1 Standard onboarding materials and documentation are provided as part of the Service.

9.2 On termination or expiry of the Agreement, the Buyer may export its data using provided tools or APIs during an agreed offboarding period.

9.3 Following the offboarding period, Buyer data will be securely deleted in line with Adappt's data sanitisation processes. Any offboarding assistance beyond standard data export may be provided at additional cost by agreement.

9.4 Adappt will make Buyer data available for export in commonly used, machine-readable formats, where supported by the Service.

10. Fees and Payment

10.1 Fees are payable as specified in the Order Form.

10.2 Invoices are payable within 30 days unless otherwise stated.

10.3 Adappt may suspend access for non-payment following reasonable notice.



11. Confidentiality

Each party shall keep confidential all Confidential Information disclosed by the other party and shall not disclose such Confidential Information to any third party except as permitted under this Agreement or required by law. Confidential Information shall be used solely for the purposes of performing or receiving the Services under this Agreement.

Each party shall take reasonable steps to protect the other party's Confidential Information from unauthorised access, use, or disclosure. These confidentiality obligations shall survive termination or expiry of this Agreement.

12. Permitted Disclosures

A party may disclose the other party's Confidential Information to its employees, officers, professional advisers, affiliates, and subcontractors (including cloud hosting and support providers) who have a need to know such information for the purposes of this Agreement, provided that

such recipients are bound by confidentiality obligations no less protective than those set out in this Agreement. The disclosing party remains responsible for any breach of confidentiality by such recipients.

13. Liability

13.1 Neither party excludes liability for death or personal injury, fraud, or any liability that cannot be excluded by law.

13.2 Subject to clause 13.1, each party's total liability under this Agreement is limited to the Fees paid in the 12 months preceding the claim, and this cap applies per contract year.

13.3 Neither party is liable for indirect or consequential losses.



14. Term and Termination

14.1 The Agreement continues for the term specified in the Order Form.

14.2 Either party may terminate for material breach not remedied within 30 days or on insolvency of the other party.

15. Force Majeure

Neither party is liable for failure to perform due to events beyond reasonable control.

16. Audit and Compliance

Any audit rights must be reasonable, proportionate, and limited to verifying compliance with this Agreement. Audits will be conducted on prior written notice, during normal business hours, and in a manner that minimises disruption to Adappt's business and other customers.

17. Assignment

Neither party may assign, transfer, or novate this Agreement, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Buyer may assign or transfer this Agreement to a successor public body or in connection with a reorganisation of public sector functions, upon written notice to Adappt.

18. Governing Law

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or terms relating to the Service.