



# Tomorrow Changes Everything Adappt

Terms and Conditions - Cloud Support Services





# General Terms and Conditions

These Terms and Conditions, together with any Schedules agreed between the parties, form the Agreement governing the provision of Cloud Support Services by Adappt to the Client. These Terms apply to the exclusion of any other terms unless expressly agreed in writing.

## 1. Definitions

- **Agreement** means these Terms and Conditions together with any Schedules.
  - **Adappt** means Adappt Ltd.
  - **Client** means the contracting public sector body or organisation.
  - **Cloud Support Services** means professional services provided by Adappt to design, migrate, modernise, secure, operate or support cloud-based systems within buyer-controlled environments, including AWS and Azure.
  - **Deliverables** means documentation, configurations, infrastructure code, designs, runbooks and other outputs produced for the Client under the Agreement.
  - **Fees** means the charges payable for the Services as set out in Schedule 1.
  - **Services** means the Cloud Support Services provided under this Agreement.
- Working Hours** means 09:00 to 17:30 UK time, Monday to Friday, excluding public holidays.

## **2. Scope of Services**

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Adappt shall provide the Services described in Schedule 1 using suitably skilled and experienced personnel and in accordance with good industry practice. Services are delivered primarily remotely, with onsite delivery available by prior agreement.

The Client retains ownership and responsibility for all cloud environments, systems, data, and accounts unless expressly agreed otherwise in writing.

## **3. Onboarding and Offboarding**

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Onboarding activities may include discovery, access setup, service mobilisation and planning. Offboarding includes knowledge transfer, handover of Deliverables, and reasonable assistance to transition Services.

## **4. Support and Incident Management**

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Support is provided via email and online ticketing during Working Hours (09:00–17:30 UK time, Monday to Friday). Requests are prioritised by severity, with indicative response targets agreed per engagement and documented in Schedule 1. Extended hours or weekend support may be provided by prior agreement at additional cost.

A named technical lead or cloud support engineer may be provided where agreed in Schedule 1.

## **5. Client Responsibilities**

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The Client shall provide timely access to environments, documentation, stakeholders and decision-makers necessary for delivery. The Client is responsible for its own connectivity, cloud accounts, licences and compliance obligations.



## **6. Fees and Payment**

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Fees are charged on a time-and-materials or fixed-price basis as set out in Schedule 1. Invoices are payable within 30 days. Additional Services or changes to scope will be subject to agreed change control.

## **7. Intellectual Property**

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The Client owns all Deliverables created specifically for them under this Agreement. Adappt retains ownership of all pre-existing materials, templates, methodologies, tools and know-how.

## **8. Confidentiality**

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Each party shall keep confidential all information disclosed under this Agreement and use it only for the purposes of delivering or receiving the Services.

## **9. Security and Data Protection**

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Adappt shall apply reasonable and proportionate security measures aligned to buyer security policies, governance requirements, and applicable standards. The Client remains responsible for data held within its cloud environments.

## **10. Warranties**

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Adappt warrants that the Services will be performed with reasonable skill and care. No warranty is given that the Services will guarantee specific business outcomes or uninterrupted operation.

## **11. Liability**

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Neither party shall be liable for indirect or consequential losses. Total liability is capped at an amount equal to the Fees paid under the Agreement, except where liability cannot be lawfully limited.



## **12. Term and Termination**

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Either party may terminate the Agreement for convenience by giving reasonable written notice as set out in Schedule 1, or immediately for material breach or insolvency. Termination does not affect accrued rights.

## **13. Force Majeure**

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Neither party is liable for failure to perform due to events beyond reasonable control, provided prompt notice is given.

## **14. Governing Law**

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This Agreement is governed by the laws of England and Wales, with exclusive jurisdiction of the English courts.

## **15. Entire Agreement**

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This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations