

G Cloud 14

Terms & Conditions

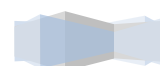
David Walach

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Version 1

Professional services and development

1. Travel over and above to the client's headquarters on client business will be invoiced at cost, or in the case of business miles, the standard mileage rate of £0.53 per mile + VAT.
2. Only time worked will be invoiced in agreed intervals, and 7 days' notice will be provided to the named sponsor of any planned absence. Unplanned absence will be reported to the named sponsor as soon as practical.
3. A standard working day will be 9am – 5pm, however due to the nature of the work, days will often be extended beyond this time. No additional charge will be levied upon the client, however, access to office space should be provided by the client. Regular offsite working may be required.
4. It is acknowledged that this agreement is not exclusive and in no way constitutes employment. Waltec Solutions has commitments to other clients that will be honoured during this engagement. Any time taken whilst by other clients during scheduled work at a Client's site will be made up or discounted from the next invoice.
5. Invoices will be raised monthly in arrears and should be paid promptly within 30 days of invoice date.
6. We may subcontract portions of the services to partner organisations that have been pre-selected and upon mutual agreement. We alone will be responsible to you for delivery of the services and other obligations under this agreement.
7. The client will assign a suitably qualified person to oversee the services and take responsibility for management decisions in connection with them.
8. The client will provide (or cause others to provide) our employees or agents, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the services.
9. The client will ensure that to the best of its knowledge, all information provided by it or on its behalf will be accurate and complete in all material respects. The provision of said information to us will not infringe any copyright or other third party rights
10. We will rely on client information provided to us and, unless expressly agreed otherwise, will have no responsibility to evaluate or verify it.
11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement, other than Client Information, are for the clients internal use only (consistent with the purpose of the particular Services
12. Intellectual Property ("IP") means all forms of intellectual property, including, without limitation, property in and rights under copyright, patents, conceptual solutions, circuit layout rights, performance rights, design rights, designs, database rights, trade names, trademarks, service marks, methodologies, ideas, processes, methods, tools and know-how and entitlement to make application for formal (or otherwise enhanced) rights of any such nature
13. IP and rights to IP owned by either Party on the date of the Agreement or created outside the terms of this Agreement and all modifications thereto and derivative versions thereof created during the services ("Background IP") shall remain the property of that Party
14. The Client hereby grants to Waltec Solutions a royalty-free, non-exclusive, non-transferable licence to use the Client's Background IP as required to allow Waltec Solutions to perform its obligations under the Agreement
15. IP created or developed by Waltec Solutions within the provision of the services ("Foreground IP") and rights to such IP will be owned by Waltec Solutions
16. Upon completion of the services and on receipt of payment in full by Waltec Solutions, we will grant to the Client a royalty-free, non-exclusive, non-transferable licence to use any Foreground IP and our Background IP as required to allow the Client to use the deliverables produced by us for the objectives set out in the Agreement.
17. Statements made by us relating to the services, and all surveys, forecasts, recommendations and opinions (together "Forecasts") in the Agreement, or any report, presentation or other communication are made in good faith on the basis of information available at the time and such Forecasts are addressed only to the Client. Whilst we will use reasonable skill and care in the preparation of such Forecasts, they cannot be considered a representation, undertaking or warranty as to outcome or achievable results
18. Either Party may at any time and without cause terminate the Agreement on giving 30 days written notice of termination to the other Party
19. Upon termination under clause 18, the Client shall pay us all sums due in respect of the services provided and expenses incurred prior to termination



20. The Client shall not, either during the provision of the services or for a period of six months from completion, employ or offer employment to any member of our project team
21. Neither Party shall make any statement about the services to the press or the public without the other Party's written consent
22. This Agreement constitutes the entire and only agreement in relation to the services and deliverables and supersedes all prior agreements, representations, understandings or discussions. Any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document do not form part of this Agreement. The Client acknowledges that any agreement, representation, understanding or discussion it wishes to rely upon has been recorded in the Agreement. The Client acknowledges that no reliance has been placed upon any agreement, representation, understanding or discussion that has not been embodied in this Agreement

Noesis Cloud SaaS

23. Waltec Solutions will charge standard Annual fee based on the account plan. The Service is billed in advance, and is non-refundable. There will be no refunds or credits for the service, or refunds made should the client not use the Service during a period of time when the clients account is open
24. In consideration of the annual fee, Waltec Solutions grants to the Customer a non-exclusive, non-transferable licence to Use the Licensed Programs (and where appropriate, the Program Documentation) upon the Designated Equipment and to possess and refer to the Program Documentation at the Site for 1 year from the Subscription Date (subject to earlier termination in accordance with the terms hereof).
25. Any modifications in the services will be notified to client. No additional fee will be charged in case of any upgrade or changes in the services. In case any change adversely impacts any service, the client reserves the right to terminate this Agreement and claim a proportionate refund of the fee paid in advance. Waltec Solutions agrees to refund such proportionate fee
26. Waltec Solutions or its suppliers owns the intellectual property rights to any and all protectable components of the Service, including but not limited to the name of the Service, artwork and end-user interface elements contained within the Service, many of the individual features, and the related documentation. The client may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile, or disassemble any aspect of the Service
27. Noesis Cloud will have a 99.7% availability each calendar month. Availability for a given month will be calculated according to the following formula $\text{Total Minutes in Month} = \text{TMM}$, $\text{Total Minutes in Month Unavailable} = \text{TMU}$, and $\text{availability} = ((\text{TMM} - \text{TMU}) / \text{TMM}) \times 100$
28. Noesis Cloud will not be considered to be unavailable for any outage that results from any maintenance performed by Waltec Solutions of which its customers are notified at least 24 hours in advance.
29. Noesis Cloud will not be considered to be unavailable for any outage due to failures of equipment or facilities provided by the Client, network unavailability or bandwidth limitations outside of the Waltec Solutions network or force majeure events.

General

30. Consistent and prompt payment is critical to the on-going relationship of both parties. In the event of non-payment or late payment of invoices, every endeavour will be made by Waltec Solutions to expedite payment by the client. Payment delays greater than 30 days or 4 consecutive delayed invoices will accrue interest. Statutory interest rates currently stand at 8% + the Bank of England base rate. Invoices for accrued interest will be consolidated and issued on a monthly basis.

Overarching conditions of contract

With the exception of the specific terms outlined in the preceding sections of this document, the G-Cloud 14 call-off terms and conditions of contract will apply

Agreement

We agree to the above terms and conditions of service.

Signed:		
Name:		
Title:		
Organisation:		
Date:		

