



Terms and Conditions for Kumoco Limited

1. Introduction

These Terms and Conditions govern the sale of services and the reselling of software licenses by Kumoco Limited (hereinafter referred to as "the Company") under the G-Cloud 14 government procurement framework to the UK government entities. By purchasing services and software licenses from the Company, the customer agrees to be bound by these Terms and Conditions.

2. Definitions

- "Customer" refers to any UK government entity purchasing services or software licenses from the Company under the G-Cloud 14 framework.
- "Services" refer to the professional services provided by the Company, including but not limited to consulting, integration, and managed services.
- "Software" refers to the computer programs available for license from the Company.
- "Licenses" refer to the rights granted to the Customer to use the Software in accordance with these Terms and Conditions.

3. Provision of Services

- The Company will provide Services to the Customer as described in the Service Level Agreement (SLA) attached hereto and made part of these Terms and Conditions by reference.
- Services will be performed in a professional manner in accordance with industry standards.

4. Software Licensing

- The Company grants the Customer a non-exclusive, non-transferable license to use the Software as per the terms outlined in the applicable license agreement.
- The reselling of Software licenses shall be subject to the terms and conditions of the original software licensors, which shall be made available to the Customer.

5. Support Services

- Support for the Services and Software will be provided as described in the SLA.
- The Company will provide technical support, maintenance, and updates/upgrades for the Software as specified in the SLA.

6. Payment Terms

- Payment terms shall be as specified in the procurement contract under the G-Cloud 14 framework.
- The Customer agrees to pay all fees due according to the invoices issued by the Company under the terms agreed upon.



7. Intellectual Property Rights

- All intellectual property rights in the Services and Software remain the property of the Company or the respective licensors.
- The Customer receives no ownership rights as part of the licensing agreement.

8. Confidentiality

- Both parties agree to maintain the confidentiality of any proprietary information received during the course of their contract, unless required by law to disclose.

9. Limitation of Liability

- The Company's liability under these Terms and Conditions shall be limited to the total amount paid by the Customer for the Services and Software.
- The Company shall not be liable for any indirect, special, or consequential damages.

10. Termination

- These Terms and Conditions may be terminated by either party with written notice if the other party breaches any of its terms and fails to correct the breach within a reasonable period.

11. Governing Law

- These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

12. Dispute Resolution

- Any disputes arising out of or related to these Terms and Conditions shall be resolved through mediation, and if necessary, legally resolved in the courts of England and Wales.

13. Amendments

- These Terms and Conditions may be amended from time to time by the Company, with notice to the Customer.

14. Entire Agreement

- These Terms and Conditions, together with any Service Level Agreements and license agreements, constitute the entire agreement between the Company and the Customer.