



stadia
CONSULTING GROUP

G-Cloud 14

Terms & Conditions

February 2024

1. Parties.

- 1.1 These terms represent the agreement ("Agreement") that governs the purchase of professional services from Stadia Consulting Group Ltd as identified in the signature section below ("Stadia") by the Customer entity identified below ("Customer").

2. Professional Services.

- 2.1 Stadia will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.

3. Professional Services Acceptance.

- 3.1 The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by Stadia.

4. Orders.

- 4.1 "Order" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy.

5. Scope and Order Placement.

- 5.1 Scope and Order Placement. These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties' "Affiliates", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the Stadia Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.

6. Order Arrangements.

- 6.1 Customer may place orders with Stadia through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.

7. Prices and Taxes.

- 7.1 Prices will be as quoted in writing by Stadia or, in the absence of a written quote, as set out on our website, customer-specific portal, or Stadia published list price at the time an order is submitted to Stadia. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the Stadia order representative to discuss appropriate procedures. Stadia will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.

8. Invoices and Payment.

- 8.1 Customer agrees to pay all invoiced amounts within thirty (30) days of Stadia's invoice date. Stadia may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

9. Dependencies

- 9.1 Stadia's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

10. Change Orders

- 10.1 We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

11. Product Performance

- 11.1 All Stadia -branded hardware products are covered by Stadia's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of Stadia installation, or (where Customer delays Stadia installation) at the latest 30 days from the date of delivery. Non- Stadia branded products receive warranty coverage as provided by the relevant third party supplier.

12. Software Performance

- 12.1 Stadia warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. Stadia warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. Stadia does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorised by Stadia in Supporting Material.

13. Services Performance

- 13.1 Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and Stadia will re-perform any service that fails to meet this standard.

14. Services with Deliverables

- 14.1 If Supporting Material for services define specific deliverables, Stadia warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies Stadia of such a non-conformity during the 30 day period, Stadia will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to Stadia.

15. Product Warranty Claims

- 15.1 When we receive a valid warranty claim for an Stadia hardware or software product, Stadia will either repair the relevant defect or replace the product. If Stadia is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to Stadia (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. Stadia will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to Stadia.

16. Third Party Claims

- 16.1 The Supplier warrants that any works of authorship written by Supplier Personnel and/or Third Party Personnel and provided to the Customer in the course of providing the Services will not infringe any third party Intellectual Property Rights. If a third party takes action against the Customer for any infringements of this nature, then the Supplier will, at its own expense, settle any such claim.

17. Eligibility

- 17.1 Stadia's service, support and warranty commitments do not cover claims resulting from:
- 17.1.1 Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - 17.1.2 Modifications or improper system maintenance or calibration not performed by Stadia or authorized by Stadia;
 - 17.1.3 Failure or functional limitations of any non- Stadia software or product impacting systems receiving Stadia support or service;
 - 17.1.4 Malware (e.g. virus, worm, etc.) not introduced by Stadia; or
 - 17.1.5 Abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond Stadia's control.

18. Intellectual Property Rights

- 18.1 Both parties acknowledge the Intellectual Property Rights of the other party. In the event that the Supplier creates any Customer -specific Intellectual Property in the provision of the Services during the Term and in accordance with this Agreement, ownership of such Intellectual Property shall automatically transfer to the Customer. However; the Customer acknowledges that such Intellectual Property is limited to Customer specific work and the Supplier retains the right of ownership of Intellectual Property which leads to the creation of any such Customer specific Intellectual Property.
- 18.2 The Customer acknowledges that monitoring agents may be installed on to the Customer's equipment for the duration of the Term to assist the Supplier to provide the Services.
- 18.3 No Intellectual Property Rights shall transfer and vest in the other party save for any Customer-specific deliverables created by the Supplier during the performance of the Services under this Agreement. The Customer acknowledges that nothing in this Agreement shall transfer or have the effect of transferring to the Customer any right, title or interest in or to (a) any background Intellectual Property Rights of the Supplier (b) any know-how or methodology used by or on behalf of the Supplier in the provision of the Services or (c) any third party Intellectual Property Rights which have been licensed to the Supplier for the purposes of enabling the Supplier to provide the Services.

19. Confidentiality

- 19.1 Both parties agree to keep confidential all information concerning the other party's business or its ideas, products, customers or services that could be considered to be 'confidential information'. 'Confidential Information' is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret nature and that is furnished or disclosed to the other party or which a party comes across in performing its obligations under this Agreement.
- 19.2 The foregoing obligation of confidentiality shall not apply to any information which:
- 19.2.1 is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the Receiving party;
 - 19.2.2 was rightfully known to the Receiving party as of the time of its disclosure without an obligation of confidentiality; or
 - 19.2.3 is independently developed or obtained by the Receiving party otherwise than in breach of confidence.
- 19.3 Confidential Information will remain the property of the Disclosing party and the Receiving party will not acquire any rights to that Confidential Information.
- 19.4 Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential.

20. Disputes

- 20.1 In the event of dispute, the parties will attempt to resolve any such disputes through informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions are concluded without resolution.
- 20.2 Any unresolved dispute should be referred to a qualified independent arbitrator acceptable to both parties. In the event that a suitable independent arbitrator cannot be identified and agreed on by both parties, then the courts shall be requested to appoint one.
- 20.3 Neither party may bring proceedings more than 18 months after the actual event occurred except for proceedings for non-payment.

21. Limitations of Liability

- 21.1 The Supplier shall be liable to the Customer for any Default of its obligations under this Agreement which shall be limited in each contract year to an aggregate amount equal of:
 - 21.1.1 the total fees paid or payable by the Customer during the 12 months preceding the Default event prior to achieving the Environment Lock-Down; or
 - 21.1.2 the total fees paid or payable by the Customer for the Services during the 12 months preceding the Default event after achieving Environment Lock-Down;

provided that such limitation of liability shall not apply to any claim alleging Default of the obligations in clauses **16** (Third Party Claims) or **2** (Confidentiality).
- 21.2 The Customer shall be liable to the Supplier for any Default of its obligations under this Agreement which shall be limited in each contract year to an aggregate amount equal of:
 - 21.2.1 the total fees paid or payable by the Customer during the 12 months preceding the Default event prior to achieving the Environment Lock-Down; or
 - 21.2.2 the total fees paid or payable by the Customer for the Services during the 12 months preceding the Default event after achieving Environment Lock-Down;

provided that such limitation of liability shall not apply to any claim for non-payment of fees or charges for Services provided to the Customer or to any claim alleging Default of the obligations in clause 2 (Confidentiality).
- 21.3 Neither party shall be liable under this Agreement for any loss of profit, loss of revenue, loss of contracts, loss of anticipated savings, loss of goodwill, or for any indirect, special or consequential loss or damage.
- 21.4 The Supplier is not responsible for any loss or damage caused by the failure of the Customer or its Affiliates or other suppliers to perform their responsibilities.

- 21.5 Nothing in this Agreement shall be construed as attempting to limit or exclude the liability of any party in respect of death or personal injury caused by negligence, or for fraud and/or fraudulent misrepresentation of its employees or agents or subcontractors, or other liability not able to be limited or excluded in accordance with applicable law.
- 21.6 The limitations of liability included in this clause 4 will survive termination of this Agreement.

22. Information and Data Security Measures

- 22.1 The Supplier will manage information and data security with reasonable efforts to restrict unauthorised access. The Supplier will use reasonable commercial efforts to ensure that the Supplier Personnel and any relevant Third Party Personnel are fully aware of the risks associated with information and data security issues and that they manage the information as set out in the beginning of this clause. The Supplier cannot be held liable for data loss due to security breaches, hardware or software failure or virus infection, save to the extent that such loss is caused directly by Supplier Personnel and/or Third Party Personnel's Default.

23. Termination

- 23.1 Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

24. Force Majeure

- 24.1 Neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of terrorism, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause. For the avoidance of doubt, the Customer shall not be entitled to invoke an act of force majeure as the reason for any non-payment, or delay in payment, of any amount due to the Supplier for which the Customer has received the relevant Services in the terms of this Agreement.

25. General

- 25.1 This document constitutes the entire agreement between the parties, and supersedes and extinguishes all other prior agreements between the parties for the provision of the Services. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

Signed for Stadia:

.....
[Insert signature]

By:

.....
[Insert name]

Title:

.....
[Insert signatory's business title]

Date:

.....
[Insert date]

Signed for Customer:

.....
[Insert signature]

By:

.....
[Insert name]

Title:

.....
[Insert signatory's business title]

Date:

.....
[Insert date]