iDataMaze Terms and Conditions

G-Cloud 14

MAY-2024

iDataMaze Limited

1 Definitions

1.1 '**Agreement**' means the agreement between the Company and the Customer comprising this document.

1.2 '**iDataMaze**' refers to iDataMaze Ltd, whose principal office is located at Unit 10 80 Lytham Road, Fulwood, Preston, England, PR2 3AQ.

1.3 '**Proposal**' means iDataMaze's proposal for Services as provided to the Customer.

1.4 '**Customer**' means the entity purchasing the Services as named in the Proposal.

1.5 '**Services**' means the services and any resulting documentation supplied by iDataMaze as detailed in the Proposal.

1.6 '**Deliverable**' means documents, reports, Software, specifications, projects, or any items of work and their equivalent to be supplied by the Company under the Agreement and to be agreed between the parties throughout the duration of the Agreement.

1.7 '**Purchase Order**' means the Customer's purchase order provided to iDataMaze for the Services.

1.8 '**Effective Date**' means the date of acceptance of the Purchase Order by iDataMaze and receipt of any advance payments requested as stated in the Proposal, whichever is the later.

1.9 '**SOW**' means Statements of Works

1.10 '**Contract Period**' means the duration of this Agreement which shall be in accordance with the Proposal.

1.11 '**Consultant**' means the Company's personnel who are engaged in providing the Services and whose identity shall be agreed from time to time by the parties;

1.12 '**Consultant Day**' means a unit of eight hours.

1.13 '**Customers Premises**' means the premises specified by the Customer and as agreed and recorded in writing by the Company.

1.14 '**Equipment**' means the Customer's computer equipment and operating system located at the Customer's Premises.

1.15 '**Intellectual Property Rights**' means copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, proprietary information rights and all other similar proprietary rights as may exist anywhere in the world.

1.16 '**Software**' means the computer programs which may be specifically developed by the Company as part of the Services under the terms of this Agreement.

1.17 '**Parties(s)**' means the Customer and iDataMaze.

2 AGREEMENT

2.1 The agreement shall be deemed effective upon the Effective Date.

2.2 This Agreement, along with the Statement of Work (SOW), constitutes the complete agreement between the Parties and replaces all prior terms, understandings, commitments, agreements, or representations, whether oral or written, except for any fraudulent misrepresentations, pertaining to the provision of Services as detailed in the SOW.

2.3 No changes to this Agreement will be effective unless documented in writing and signed by an authorised signatory from each party, on or following the date of this Agreement.

2.4   Should any terms and conditions of this Agreement be deemed wholly or partially illegal or unenforceable for any reason, the remaining terms and conditions will continue to be valid and enforceable.

2.5   Any delay or failure by either party in enforcing their rights shall not diminish or limit those rights. Furthermore, no waiver of any rights or breach of any terms of this Agreement will be considered a waiver of any other rights or a subsequent breach.

2.6   This Agreement may not be assigned or transferred by any party without the other's prior written consent. This clause, however, does not limit iDataMaze's ability to use subcontracted workers to provide the Services.

3   THE SERVICES

3.1   iDataMaze will provide the Services as outlined in the Statement of Work (SOW), in compliance with the terms and conditions set forth in the Agreement.

3.2   iDataMaze will perform the Services with all due skill and care. iDataMaze hereby disclaims and excludes all other warranties, whether express or implied by law, to the maximum extent allowed by law.

3.3   iDataMaze shall not be obligated to provide any Deliverables unless explicitly specified in a Statement of Work (SOW).

4   PRICE CALCULATION, PAYMENT OF FEES AND EXPENSES

4.1   The fixed price and/or the Time and Materials price for the Services are as specified in the Proposal. There will be no changes to this price due to the actual costs incurred by iDataMaze, except where iDataMaze incurs additional costs resulting from the Customer's failure to fulfil their obligations, or where a change to the scope of supply or specification is mutually agreed upon in writing by the parties

4.2   The Customer shall pay the Company the Contract Charges at the daily rates specified in any Statement of Work (SOW), plus Value Added Tax, which will be added to the Contract Charges. If Services commence without an SOW, the Contract Charges will be based on the IDataMaze's current standard rate card tariff.

4.3   In addition to the daily rates outlined in Clause 4.1, the Customer will reimburse the Company for reasonable travel and hotel expenses incurred by consultants while providing the Services.

4.4   The Company will issue invoices to the Customer on a monthly basis in arrears. Each invoice will detail the time spent by each Consultant and any associated expenses

4.5   Except for any payments that are due immediately upon receipt of the Purchase Order or before the commencement of specific activities (as outlined in the Proposal), all payments must be made within 30 days of the invoice date.

4.6   Any payments not received when due will be considered overdue and remain payable by the Customer along with:

(a)   interest for late payment at the rate of five per cent (5%) per annum above the Bank of England base rate, accruing from the due date until the date payment is received. This interest is payable immediately upon invoicing.

(b)   all reasonable expenses incurred in obtaining payment from the Customer.

4.7   Notwithstanding the aforementioned provisions for late payment, should such an event occur, iDataMaze may, at its discretion and without prejudice to any other rights or remedies, terminate this Agreement at any time after payment has become overdue.

4.8 Should iDataMaze become entitled to terminate this Agreement for any reason, all amounts then due to iDataMaze shall be payable in full immediately.

4.9 iDataMaze's pricing structure ensures that all stated prices are exclusive of VAT as well as any other applicable taxes and duties. Any such taxes and duties that iDataMaze incurs or is obligated to collect in relation to the agreement will be reimbursed promptly by the Customer. Should there be any travel and subsistence expenses incurred by iDataMaze during the provision of services, these expenses will be clearly delineated in the Proposal, and acceptance of the proposal will be deemed as acceptance of these outlined expenses.

5 CONFIDENTIAL INFORMATION

5.1 Except to the extent permitted by law, and subject to Clause 5.4, neither party shall disclose any Confidential Information relating to the other party without the other party's prior written consent. This provision shall not apply to any information in the public domain otherwise than in breach of this Agreement and/or information in the possession of the receiving party prior to its disclosure to it in connection with this Agreement and/or information obtained from a third party who is free to divulge the same and/or disclosure of information required by a Court of law or other competent authority.

5.2 Each party shall upon receiving a specific request in writing from the other party deliver up any Confidential Information belonging to the other party (including any and all copies made) to the other party following the termination of the Agreement.

5.3 Either party shall immediately inform the other if it becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Agreement and shall provide such reasonable assistance as is required to deal with such event.

5.4 Notwithstanding the provisions of the rest of this clause 5 the Company is authorised to disclose that the Customer is a Customer of the Company regarding the Services.

6 TIMESCALES

6.1 iDataMaze shall make every reasonable effort to meet any milestone or delivery dates specified in the Proposal. However, both parties acknowledge and agree that iDataMaze shall not be held liable for any loss or damage resulting from any failure to meet such dates.

6.2 The stipulation is that the time of delivery is not considered crucial to the essence of the Contract.

6.3 iDataMaze will notify the Customer promptly regarding any delays, and both parties shall promptly convene to discuss and reach an agreement on revised dates and timescales

6.4 In the event of any delays caused by actions or omissions of the Customer or its representatives, iDataMaze shall not be held responsible for meeting the original milestone or delivery dates specified in the Proposal. However, iDataMaze will make reasonable efforts to mitigate such delays and agree upon revised timelines with the Customer.

7 CUSTOMER'S RESPONSIBILITIES

7.1 The Customer is obligated to collaborate with the Service Provider on all aspects concerning the Services and will make every reasonable effort to supply all necessary information required by the Service Provider for service provision. It is the responsibility of the Customer to guarantee the accuracy of all information provided to the Service Provider.

7.2 If the Service Provider, its agents, subcontractors, consultants, or employees require any decision, license, approval, consent, or other communication from the Customer to proceed with the provision of the Services or any part thereof at any time, the Customer is obliged to furnish such requirements in a reasonable and prompt manner. Additionally, the Customer must procure and uphold all essential licenses and consents and adhere to all pertinent legislation regarding the Services and the installation of the Service Provider's Equipment before the commencement date of the Services.

7.3 The Customer will offer, free of charge, the following facilities to the Company and its Consultant during the Customer's standard business hours and at such other times as the Customer authorises after reasonable prior notice from the Company and/or its Consultant (such authorisation not to be unreasonably withheld or delayed):
    (a) Access to and use of the Equipment
    (b) Access to the Customer's employee and Customer's Premises;
    (c) The Customer shall provide all necessary electric power, lighting, heating, and air conditioning at the Customer's Premises required by the Consultant to execute the Services.
    (d) Competent operators for the Equipment shall be provided by the Customer.

7.4 The Customer bears responsibility for ensuring the proper installation and adequacy of the Equipment for its intended purpose. Additionally, any necessary adjustments must be promptly executed. The Customer is also accountable, at its own expense, for ensuring the timely availability and continuous functionality of the Equipment and any other computing facilities provided by the Customer throughout the duration of this Agreement.

7.5 The Customer is responsible, at its own expense, for preparing and maintaining the premises relevant to the provision of Services.

7.6 The Customer will verify that all software, excluding the Deliverables, utilized on the Equipment either belongs to the Customer or is legally licensed to the Customer. Furthermore, the Consultant must be granted permission to utilise such software.

7.7 Any delay or failure in Service provision resulting from the Customer's non-compliance with the provisions outlined in Clause 3, or due to any act or omission of the Customer, its agents, subcontractors, consultants, or employees, shall not be attributed to the Service Provider. Consequently, the Service Provider shall not be held liable for any costs, charges, or losses incurred by the Customer, directly or indirectly, due to such omission or delay.

8 HEALTH AND SAFETY

8.1 The Customer shall promptly inform iDataMaze of any health and safety information or guidance it receives during the execution of the Services.

8.2 iDataMaze reserves the right to suspend Services conducted at the Customer's Premises if the Company reasonably deems the conditions at the Customer's Premises to pose a health and safety risk to any of the Consultants.

8.3 Both parties are obligated to adhere to all pertinent health and safety regulations while present on the premises of the other party.

8.4 In the event of any health and safety concerns arising during the provision of the Services, both parties agree to collaborate in addressing and mitigating such concerns promptly and effectively.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Intellectual Property Rights and copyright in all reports, documents, and other materials produced by iDataMaze as part of its contractual duties shall be transferred to and vested absolutely in the Customer. This provision is effective throughout the duration of the contract and beyond its termination.

9.2 The obligations of Clause 9.1 are conditional on the Customer's full payment of all contract charges. Until full payment is made, all Intellectual Property Rights arising during service delivery will remain exclusively with iDataMaze.

9.3 iDataMaze grants the Customer a non-exclusive, royalty-free license to use any deliverables, including pre-existing intellectual property, upon the Customer's payment of all fees. Simultaneously, the Customer grants iDataMaze a similar non-exclusive, royalty-free license to use the Customer's or third parties' pre-existing intellectual property rights necessary to perform the services.

9.4 iDataMaze retains the right to employ techniques, ideas, and know-how acquired during service provision in its business activities, provided this does not disclose confidential information or infringe upon the Customer's Intellectual Property Rights.

9.5 iDataMaze will defend against any claims that services provided infringe intellectual property rights, such as patents or copyrights, provided the Customer avoids making harmful statements, promptly notifies iDataMaze, and allows iDataMaze control over the defence or settlement.

9.6 iDataMaze is not liable for any infringement claims that arise from adherence to the Customer's designs, specifications, or instructions, or from the Customer's use of provided technology or commercial exploitation of the services.

10 LIMITATION OF LIABILITY

10.1 Neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control, including but not limited to acts of God, government actions, war, fires, floods, epidemics, or national emergencies.

10.2 iDataMaze shall not be liable for any loss or damage suffered by the Customer that results from the Customer's failure to follow any instructions provided by iDataMaze in connection with the services.

10.3 Any contractual liabilities of iDataMaze to the Customer under this Agreement, including all related costs, fees, and expenses, will not under any circumstances cumulatively exceed the total amounts paid and payable by the Customer under this Agreement.

11 INDEMNITY

11.1 iDataMaze will indemnify the Customer against direct physical injury or death and direct damage to property, provided that such injury, death, or damage is proven to have been caused by the negligence of iDataMaze or its employees during the performance of this Agreement. The total liability of iDataMaze under this clause will be limited to the contract value for any one event or series of connected events.

11.2 iDataMaze disclaims all liability to the Customer for any special, indirect, or consequential damages, including but not limited to loss of profits, loss of data, or loss of business opportunity, except as expressly stated in this Agreement.

11.3 The Customer will indemnify and defend iDataMaze against any claims by third parties that arise from or are related to iDataMaze's performance under this Agreement, except where such claims arise from iDataMaze's negligence as covered under Clause 11.1.

12 NOTICES AND COMMUNICATIONS

12.1 All notices or communications required or permitted under this Agreement must be in writing and are considered effectively served when delivered by hand on the delivery date, sent by recorded delivery mail two days post-posting, or transmitted via email, telex, or fax upon sender's receipt of transmission confirmation. Notices must be sent to the specified addresses in this Agreement or to any new address provided at least five days after such notification is received. iDataMaze reserves the right to modify its contact details for notices by written notification to the other party.

13 TERMINATION

13.1　Notwithstanding any other provision in this Agreement, either party ("Non-Defaulting Party") may terminate the Agreement with immediate effect by giving written notice to the other party ("Defaulting Party") if: a) The Defaulting Party commits a material breach of this Agreement that is not capable of remedy or, if capable of remedy, fails to remedy the breach within 30 days after receiving written notice requiring it to do so; b) The Defaulting Party becomes incapacitated by death, sickness, or injury to an extent that it cannot fulfil its obligations under this Agreement; c) The Defaulting Party becomes insolvent or any legal proceedings are initiated against it concerning its solvency, including but not limited to bankruptcy, liquidation (except for reconstruction purposes), administration, winding-up, or any similar process in any jurisdiction, or it ceases or threatens to cease trading; d) In the case of the Customer being the Defaulting Party, there is a failure to comply with critical contractual obligations such as payment of contract charges, adherence to the responsibilities outlined in the Agreement, or compliance with any restrictions imposed.

13.2 Either party may terminate this Agreement by providing at least 30 days' written notice to the other party.

13.3 Effects of Termination: a) Upon termination, each party must, upon receiving a written request, return all property belonging to the other party that is in its possession. The termination of this Agreement shall not affect any accrued rights or remedies of either party. b) Additionally, upon termination, the Company is entitled to invoice immediately for all unpaid work completed up to the date of termination. The Customer must pay all amounts due to the Company, including any costs incurred in the performance of services up to the date of termination.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14.1 No person who is not a Party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Customer or iDataMaze) shall have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to this Clause 14. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15   FORCE MAJEURE

15.1   Neither party shall be held responsible for any delays or failures in fulfilling any obligations under this Agreement due to circumstances beyond their reasonable control ("Force Majeure Event").

15.2   Should the interruption or cessation persist for more than 14 consecutive days, either party may terminate this Agreement with immediate effect by providing written notice to the other party, and neither shall be liable for such termination.

15.3   iDataMaze shall be entitled to bill the Customer for any services rendered up to the date of suspension.

16   GOVERNING LAW AND JURISDICTION

16.1   The Agreement shall be governed, construed, and shall take effect in accordance with the laws of England, subject to the exclusive jurisdiction of the English courts.

17   NON-SOLICITATION

17.1   During the term of this Agreement and for three (3) months following its conclusion, both parties agree not to solicit for employment any staff member of the other party directly or indirectly who has been directly involved in the execution of this Agreement, without obtaining prior written consent from the employing party.

17.2   Should either party breach the terms of this clause by soliciting an employee without the requisite consent, the soliciting party agrees to compensate the non-soliciting party by paying a recruitment fee equal to twelve (12) months' gross salary as offered by the new employer to the solicited employee.

17.3   This recruitment fee is intended as a reasonable estimate of the costs the non-soliciting party would incur to recruit, hire, and train a suitable replacement, recognizing the investment made in the solicited employee. This fee is payable upon the solicited employee's acceptance of an offer of employment from the soliciting party.