SUTTON HOUSE

Standard Terms and Conditions - Sutton House Limited

1.0. Agreement

1.1. These Standard Terms and Conditions ("Terms") constitute a legally binding agreement between Sutton House Limited ("Sutton House," "we," "us," or "our") and the client ("Client," "you," or "your") for the provision of services ("Services").

2.0. Scope of Services

2.1. Sutton House agrees to provide the Services specified in the relevant service agreement or statement of work ("SOW").

2.2. Any modifications or additions to the Services must be agreed upon in writing by both parties.

3.0. Client Responsibilities

3.1. The Client shall provide Sutton House with all necessary cooperation, information, and access to facilities as reasonably required for the provision of the Services.

4.0. Fees and Payment

4.1. The Client agrees to pay Sutton House the fees specified in the SOW or as otherwise agreed upon in writing.

4.2. Payment terms are net 30 days from the date of invoice unless otherwise specified in writing.

5.0. Intellectual Property

5.1. Any intellectual property rights developed or arising in connection with the provision of the Services shall be owned by Sutton House.

6.0. Confidentiality

6.1. Both parties shall keep confidential all information received from the other party marked as confidential or that would reasonably be considered confidential.

7.0. Limitation of Liability

7.1. Sutton House's liability to the Client for any direct damages arising out of or in connection with the provision of the Services shall be limited to the total fees paid by the Client for the Services.

8.0. Term and Termination

8.1. These Terms shall commence on the effective date specified in the SOW and shall continue until terminated as provided herein.

8.2. Either party may terminate these Terms upon written notice if the other party breaches any material provision of these Terms and fails to remedy such breach within 30 days of receiving written notice thereof.

9.0. Governing Law and Jurisdiction

9.1. These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction].

9.2. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

10.0. Entire Agreement

10.1. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, whether written or oral.