

Terms and Conditions G-Cloud 15

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1 Applicability

The Terms & Conditions set out in this document apply to all products and services offered by DeepMiner Ltd under the G-Cloud 15 Framework Agreement. Please note that DeepMiner is a trading name of DeepMiner Ltd and is used throughout our G-Cloud documentation on an interchangeable basis with the DeepMiner name.

2 Compliance with the G-Cloud Framework Agreement

The Terms & Conditions set out in this document are intended to be fully and without reservations in compliance with the G-Cloud Services Framework Agreement. No part of this document is intended to modify, limit, extend or otherwise amend the terms of the G-Cloud Services Framework Agreement. In case of ambiguity or overlap, the terms of the G-Cloud Services Framework Agreement shall override any terms or conditions in this document.

3 Agreement of Service Profile and Service Level Agreement (SLA)

As part of the agreement, DeepMiner Ltd will agree with the customer a detailed service profile and SLA (if any) that are applicable for the provision of DeepMiner's Solutions. Unless requested otherwise these will be based on DeepMiners Ltd.'s standard service definition for the service at the time. The agreed service profile and SLA (if any) shall be binding for the term of the agreement unless amended by written agreement between the customer and

DeepMiner Ltd.

4 Payment Terms

Payment terms shall be agreed upon between the customer and DeepMiner Ltd. Notwithstanding the frequency of payment and agreed recognition of work completed, payment shall be made within 14 days of the date of invoice or earlier depending on customer payment policies.

5 Exclusions

Unless expressly agreed in the agreement, the service scope does not include any services other than those specifically detailed in the relevant service definition document. All data on-boarding, configuration, customisation, training, consultancy and customer-specific data exports must be agreed separately in writing; these activities do not fall within the scope of the monthly SaaS (Software as a Service) subscription, support or hosting services. Please note that all offboarding, contract exit and data deletion activities other than provision of the customer data to the customer in an agreed format will be subject to additional fees on a time and materials basis according to the DeepMiner pricing document.

6 Early Termination

If the customer terminates the agreement for no fault on the part of DeepMiner Ltd before its agreed term expires, DeepMiner Ltd reserves the right to require the customer to pay an early exit fee covering any costs DeepMiner Ltd may deem to have incurred as a result of the early termination. This early exit fee shall not exceed an amount equal to the normal subscription, support and hosting fees for the period from the date the early termination is effective to the original agreed termination date for the service.

7 Data Exports after Termination

DeepMiner Ltd will export all data created, loaded or otherwise captured by the customer (or parties authorised by the customer, including end-users of the service) as part of the customer's use of the service during the operation of the agreement in one of the file formats specified for such purposes in DeepMiners Ltd's G-Cloud listing. DeepMiner Ltd will also export copies of any document files uploaded to the service by the customer (or parties authorised by the customer, including end-users of the service) in their original file formats. DeepMiner Ltd will provide the customer with reasonable documentation for the exported data file formats. The customer agrees not to (i) use any proprietary information in the documentation other than for the one-time purpose of extracting the customer's information

from the customer's exported files; and (ii) not to disclose the content of such documentation to third parties without the prior written permission of DeepMiner Ltd (such permission not to be unreasonably withheld or delayed).

8 Written Agreement

Final approvals or call-off contracts may only be signed by a DeepMiner Ltd Director, or a nominated representative duly authorised by a Director to represent DeepMiner Ltd and to sign binding agreements (including by email). Authorised representatives will be made known at the point of engagement and updated, when necessary, throughout the length of term.