

Terms and Conditions

Agreement between:

Insights T/A ISx4 Limited, Registered in Northern Ireland Company Number NI653589, whose registered office is at 53 Upper Dromore Rd, Warrenpoint, Newry, Northern Ireland, BT34 3PN / ("ISx4")

and

[INSERT]

dated [INSERT]

It is agreed that the following apply to this agreement:

1. Interpretation and Definitions

1.1. Unless the context otherwise requires, references to the singular include the plural.

1.2. In this Agreement –

"Agreement" means the terms and conditions set out herein together with any Statement of Work(s);

"Assignment" means the period during which ISx4 provides the Services as set out in any Statement of Work;

"Client" means a buyer under the G-Cloud framework;

"Party" means ISx4 or a Client;

"Parties" means a Client and ISx4 collectively;

"Representative" means staff, consultants or other companies engaged by ISx4 to provide services;

"Services" means the services to be performed by ISx4 for the benefit of The Client pursuant to this Agreement;

"Statement of Work (SOW)" means the schedule agreed between The Client and ISx4 for each Assignment containing the particulars of the Assignment and Services.

2. Scope of Agreement

2.1. The Parties will be subject to the terms of the G-Cloud 15 Framework Agreement and associated Call Off schedules.

2.2. The services to be provided by ISx4 to The Client are to be set out in a Statement of Work ("SOW") prior to the commencement of work (the "Services"). The SOW contains definitions of terms used in the provision of Services.

3. Term & Notice Period

3.1. Termination and notice will be in line with the G-Cloud 15 Framework Agreement and associated Call Off schedules.

4. Fees & Payment Terms

- 4.1. The fee and currency for each engagement is as prescribed in each SOW. All sums are exclusive of VAT which shall be invoiced to and paid for by The Client at the rate and in the manner for the time being prescribed by law.
- 4.2. ISx4 shall submit to The Client an invoice(s) by email in the timeframe prescribed by the SOW.
- 4.3. Payment shall be made by The Client within thirty (30) days of the date of the invoice and to the bank account as specified on the invoice.
- 4.4. Where ISx4 acquires software licences on behalf of a Client, at their instruction, the Client will be liable to pay ISx4 the agreed price in instances where the Client does not proceed or terminates the agreed work or service.

5. Service Provision and Status

- 5.1. ISx4 is acting in the performance of this Agreement as an independent professional services business. Nothing in this Agreement will create the relationship of agency or employment or partnership or joint venture between any of ISx4 or The Client, or their personnel or sub-contractors.
- 5.2. ISx4 has complete control over which Representative(s) it provides to supply the Service.
- 5.3. ISx4 will retain the responsibility for ISx4's Representatives. The Client will not control, nor have any right to control as to how ISx4 is to perform the Services. The Client recognises that ISx4 offers specialist services at a high level of expertise and as such ISx4 will not be directed in the manner in which the services are to be performed.

6. Undertakings and Obligations of ISx4

- 6.1. ISx4 warrants that the Services shall be performed with a high degree of professional skill and care.
- 6.2. ISx4 warrants that it and Representatives shall, in relation to the Services, adhere to all applicable laws, statutes and regulations as enacted from time to time.
- 6.3. ISx4 shall ensure that Representatives do not hold himself/herself out as an employee or a worker or an agent of The Client.
- 6.4. ISx4 may sub-contract or assign to any third party any of those Services. In the event of any sub-contract or assignment, ISx4 maintains direction and control over the third party, and will at all times be responsible to The Client for any Service provided.
- 6.5. ISx4 shall ensure and maintain the provision of adequate insurance in respect of ISx4, Representatives, the provision of the Services and any and all indemnities relating thereto within this Agreement.

7. The Client Responsibilities

- 7.1. The Client shall promptly and as fully as reasonably practicable, respond to all reasonable communications of ISx4 relating to the services.
- 7.2. The Client shall supply to ISx4 such information as it may reasonably require in order to provide the services.
- 7.3. The Client will pay in full any amounts due to ISx4 in accordance with the amount, terms and manner as specified by the Agreement, SOW and invoice.
- 7.4. In the event The Client is dissatisfied with any service provided by ISx4, The Client shall immediately inform ISx4 and provide ISx4 with the opportunity to rectify matters.

8. Third Party Rights

- 8.1. Nothing in this Agreement confers or purports to confer a benefit on any third party.
- 8.2. A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9. Intellectual Property

- 9.1. Ownership of pre-existing Intellectual Property of ISx4 or ISx4's Personnel will remain with that party. However, where such pre-existing Intellectual Property is incorporated into the Services, or is required to use or exploit the Services, then ISx4 grants, and ISx4 shall procure that ISx4's Personnel grant, The Client a perpetual, irrevocable, world-wide, non-exclusive, royalty-free licence to use that pre-existing Intellectual Property but only for the purpose of receiving the Services or for subsequently using services and deliverables that are part of the Services.

10. Confidentiality

- 10.1. If the Parties have entered into a Mutual Non-Disclosure Agreement ("NDA"), the provisions of the NDA will remain in force during the term of this Agreement unless otherwise provided for.
- 10.2. Each of the parties to this Agreement agree to hold confidential all information, documentation and other material received, provided or obtained from their participation in this Agreement ("Confidential Information"). Any Confidential Information which may come to the notice or into the possession of either party to this Agreement concerning the other party shall be kept strictly confidential.
- 10.3. Neither party shall disclose Confidential Information to any person during the Term of this Agreement, or for three (3) years thereafter, for whatever reason without the written permission in advance of the relevant disclosing party or the owner of that Confidential Information except where:
- a) such disclosure is reasonably necessary for a purpose related to this Agreement;
 - b) such disclosure is required by the law of any relevant jurisdiction or pursuant to an order of a court of competent jurisdiction;
 - c) disclosure of Confidential Information owned by The Client is authorised by The Client as a necessary part of carrying out the Services;
 - d) it has been independently developed by the recipient; or
 - e) it can be shown to reasonable satisfaction that it is already known or it has been received from a third party with no restriction on confidentiality.

11. Data Protection

- 11.1. Each party shall comply with Data Protection Laws as it applies to it.
- 11.2. The Client consents to ISx4 holding and processing data relating to him for legal, personnel, administrative and management purposes.
- 11.3. The Client consents to the transfer of such information to any ISx4 Group Company outside the UK in order to carry out the services.

12. Liability

- 12.1. The liability of either Party to the other in relation to any and all claims in any manner related to a SOW (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or payable to ISx4 under the applicable SOW (or if the term of the SOW is 12 months or longer, the liability of each Party will be limited in the aggregate to the fees paid or payable under the applicable SOW during the 12 month period immediately preceding the event giving rise to the first claim), and to an absolute maximum of £1,000,000.
- 12.2. Neither party shall be liable whatsoever for any special, indirect, consequential or incidental losses, costs or expenses suffered by the other party however arising, and whether caused by negligence or any act or omission, except to the extent that it relates to death or personal injury caused by the negligence or wilful default of either party.
- 12.3. Neither party shall be liable for any loss, damage, injury or delay by reason of anything outside its reasonable control.

- 12.4. In no circumstances shall ISx4 be liable for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential howsoever caused.
- 12.5. ISx4 shall in no circumstances be liable for any losses due to the Software in its entirety, and/or environment being compromised, altered or hacked by any third party.

13. Non-Competition

- 13.1. For the duration of this Agreement, and for twelve (12) months thereafter, neither party shall directly or indirectly solicit, engage or employ any employee, consultant or subcontractor of the other party who has been involved in the delivery of Services under this Agreement without the prior written consent of the other party.

14. Notices

- 14.1. Any notice to be given by a party to this Agreement shall be by email.

15. Governing Law and Jurisdiction

- 15.1. The validity, construction and performance of this Agreement shall be governed by English law.
- 15.2. Both parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England and Wales.

[other conditions to be inserted as applicable]

[to be signed by both parties]