

TERMS AND CONDITIONS FOR IT SOFTWARE DEVELOPMENT AND SUPPORT SERVICES

Effective Date: [DD/MM/YYYY]

Table of Contents

- [1. Definitions and Interpretation](#)
- [2. Scope of Services](#)
- [3. Customer Obligations and Agreements](#)
- [4. Freedom to Use SaaS and Third-Party Tools](#)
- [5. Data Privacy and Protection Controls](#)
- [6. Intellectual Property Rights](#)
- [7. Confidentiality and Non-Disclosure \(NDA\)](#)
- [8. Payment Terms](#)
- [9. Warranties and Liability](#)
- [10. Anti-Money Laundering \(AML\) Compliance](#)
- [11. Termination](#)
- [12. Dispute Resolution](#)
- [13. General Provisions](#)
- [14. Signatures](#)

These Terms and Conditions ("Terms") govern the provision of IT software development and support services provided by Anya Consultancy Services ("Service Provider") to the client identified in the applicable Statement of Work or Service Agreement ("Customer"). By engaging the Service Provider, the Customer agrees to be bound by these Terms.

1. Definitions and Interpretation

1.1. "Agreement" means these Terms and Conditions together with any Statement of Work, Proposal, or Service Agreement executed by the parties.

1.2. "Services" means the software development, maintenance, consulting, and support services to be



provided by the Service Provider as described in the Statement of Work.

1.3. "Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights.

1.4. "Deliverables" means the software, documentation, reports, and other materials developed by the Service Provider for the Customer as specifically outlined in the Statement of Work.

2. Scope of Services

2.1. The Service Provider shall provide the Services to the Customer in accordance with the specifications and timelines set out in the relevant Statement of Work (SOW).

2.2. The Services may include custom software development, system integration, technical support, maintenance, cloud infrastructure management, and consultancy.

2.3. Any changes to the scope of Services must be agreed upon in writing through a Change Request procedure, which may result in adjustments to the fees and timeline.

3. Customer Obligations and Agreements

3.1. Cooperation: The Customer agrees to provide the Service Provider with all necessary access to premises, data, information, and personnel as reasonably required for the performance of the Services.

3.2. Acceptance Criteria: The Customer shall review and test all Deliverables within 30 business days of delivery ("Acceptance Period"). Deliverables shall be deemed accepted if the Customer does not provide written notice of specific defects within the Acceptance Period.

3.3. Licensing Compliance: The Customer warrants that they possess all necessary licenses and permissions for any third-party software, data, or systems they provide to the Service Provider for use in delivering the Services.

3.4. Authorized Representatives: The Customer shall designate an authorized representative who shall have the authority to make binding decisions regarding the project scope, acceptance, and financial matters.

4. Freedom to Use SaaS and Third-Party Tools

4.1. Authorized Usage: The Customer acknowledges and agrees that the Service Provider may utilize third-party Software-as-a-Service (SaaS) platforms, cloud infrastructure (e.g., AWS, Azure, Google Cloud), open-source libraries, and development tools to deliver the Services efficiently.

4.2. Provider Discretion: The Service Provider retains the right to select appropriate tools, environments,



and SaaS solutions for development, testing, and deployment, provided such selection does not compromise the security or functionality of the final Deliverable.

4.3. **Third-Party Costs:** Unless otherwise specified in the SOW, the costs associated with third-party SaaS subscriptions or cloud hosting fees required for the production environment are the responsibility of the Customer.

4.4. **Terms of Third Parties:** The Customer agrees to comply with the terms of service and acceptable use policies of any third-party SaaS or cloud providers incorporated into the solution.

5. Data Privacy and Protection Controls

5.1. **Compliance:** Both parties agree to comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), CCPA, or local equivalents.

5.2. **Data Processing:** Where the Service Provider processes personal data on behalf of the Customer, the Service Provider shall:

- Process personal data only on documented instructions from the Customer.
- Ensure that persons authorized to process the personal data have committed themselves to confidentiality.
- Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

5.3. **Data Breach Notification:** In the event of a personal data breach, the Service Provider shall notify the Customer without undue delay after becoming aware of the breach.

5.4. **Data Ownership:** All data provided by the Customer remains the sole property of the Customer. Upon termination of the Agreement, the Service Provider shall return or destroy Customer data in accordance with industry standards.

6. Intellectual Property Rights

6.1. **Pre-existing IP:** Each party retains ownership of its pre-existing Intellectual Property Rights. The Service Provider retains ownership of its standard libraries, tools, and frameworks used in the Services.

6.2. **Deliverables:** Upon full payment of all fees, the Service Provider assigns to the Customer all Intellectual Property Rights in the custom-developed software specifically created for the Customer under this Agreement, excluding any Pre-existing IP or third-party components.

6.3. **License to Pre-existing IP:** To the extent that Service Provider's Pre-existing IP is incorporated into the Deliverables, the Service Provider grants the Customer a non-exclusive, perpetual, royalty-free, worldwide license to use such Pre-existing IP solely for the purpose of utilizing the Deliverables.

7. Confidentiality and Non-Disclosure (NDA)

7.1. Definition: "Confidential Information" means all non-public information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

7.2. Obligations: The receiving party agrees:

- To hold Confidential Information in strict confidence and not to disclose it to third parties without prior written consent.
- To use Confidential Information solely for the purpose of performing obligations under this Agreement.
- To limit access to Confidential Information to employees, contractors, and agents who have a need to know and are bound by confidentiality obligations.

7.3. Exclusions: Confidential Information shall not include information that is publicly known, already known to the receiving party, independently developed, or obtained from a third party without breach of an obligation of confidentiality.

7.4. Duration: These confidentiality obligations shall survive the termination of this Agreement for a period of 1 years.

8. Payment Terms

8.1. Invoicing: Fees for the Services shall be set out in the SOW. The Service Provider shall invoice the Customer in accordance with the agreed schedule.

8.2. Payment Due Date: Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date.

8.3. Taxes: Fees are exclusive of VAT, sales tax, or other applicable taxes, which shall be added to the invoice at the prevailing rate.

8.4. Late Payment: Failure to pay invoices by the due date may result in the suspension of Services and the accrual of interest on the outstanding amount at a rate of 8% per month.

9. Warranties and Liability

9.1. Service Warranty: The Service Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards.

9.2. Software Warranty: For a period of 90 days following acceptance, the Service Provider warrants that the Deliverables will function substantially in accordance with the specifications. This warranty does not cover defects resulting from misuse, unauthorized modification, or third-party causes.



9.3. **Limitation of Liability:** To the maximum extent permitted by law, the Service Provider's total liability under this Agreement shall not exceed the total fees paid by the Customer during the twelve (12) months preceding the claim. The Service Provider shall not be liable for any indirect, consequential, or special damages, including loss of profits or data.

10. Anti-Money Laundering (AML) Compliance

10.1. **Compliance:** Both parties represent and warrant that they are in compliance with all applicable anti-money laundering laws and regulations.

10.2. **Verification:** The Customer agrees to provide any documentation reasonably requested by the Service Provider to verify the Customer's identity and the source of funds used for payment, in accordance with Know Your Customer (KYC) requirements.

10.3. **Prohibited Activities:** The Service Provider reserves the right to refuse services or terminate this Agreement immediately if it suspects that the Services are being used to facilitate money laundering, terrorist financing, or other illicit financial activities.

11. Termination

11.1. **Termination for Convenience:** Either party may terminate this Agreement or any Statement of Work for convenience by providing 30 days written notice to the other party.

11.2. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach of this Agreement and fails to cure such breach within 14 days of receiving notice.

11.3. **Consequences of Termination:** Upon termination:

- The Customer shall pay for all Services performed and expenses incurred up to the date of termination.
- Each party shall return or destroy the other party's Confidential Information.
- All licenses granted under this Agreement shall terminate, except for perpetual licenses granted for fully paid Deliverables.

12. Dispute Resolution

12.1. **Negotiation:** In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter amicably through good faith negotiations between senior management.

12.2. **Mediation/ Arbitration:** If the dispute cannot be resolved within thirty (30) days, the parties agree to submit the dispute to [Mediation/Arbitration] in accordance with the rules of [Arbitration Body/Jurisdiction].



13. General Provisions

13.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2. Force Majeure: Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, strikes, or internet service provider failures.

13.3. Independent Contractor: The Service Provider is an independent contractor, and nothing in this Agreement shall create a partnership, joint venture, or employment relationship.

13.4. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, written or oral.

14. Signatures

By signing below, the authorized representatives of the parties acknowledge that they have read, understood, and agreed to be bound by these Terms and Conditions.

For and on behalf of:
Anya Consultancy Services

For and on behalf of:
[Customer Company Name]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____