

Simoda Limited – Terms and Conditions for G-Cloud 15

1. Introduction and Application

1.1 These Terms and Conditions (“Terms”) apply to all services provided by Simoda Limited (“Simoda”, “we”, “us”, “our”) to the client (“Client”, “you”, “your”) as set out in the relevant Engagement Letter or Order Form.

1.2 The Engagement Letter or Order Form, together with these Terms and any referenced schedules or annexes, form the entire agreement (“Agreement”) between Simoda and the Client.

1.3 In the event of any conflict, the order of precedence shall be: (i) the G-Cloud 15 Call-Off Contract (where applicable), (ii) the Engagement Letter or Order Form, (iii) these Terms, and (iv) any referenced schedules or annexes.

1.4 Incorporation of G-Cloud Framework Terms: All relevant terms, conditions, and mandatory schedules of the G-Cloud 15 Framework Agreement are incorporated by reference into this Agreement, including but not limited to requirements relating to FOIA, audit, transparency, equality, diversity, and corporate social responsibility.

Where there is any conflict, the G-Cloud 15 Framework and Call-Off Contract shall take precedence.

2. Scope of Services

2.1 The scope of services (“Services”) will be described in the Engagement Letter or Order Form.

2.2 Any additional work or changes to the Services must be agreed in writing and may be subject to additional charges.

3. Fees and Payment

3.1 Fees for the Services will be set out in the Engagement Letter or Order Form and are exclusive of VAT and other applicable taxes.

3.2 Invoices are payable within 30 days of the invoice date unless otherwise agreed in writing.

3.3 Simoda reserves the right to charge interest on overdue amounts at 4% above the Bank of England base rate.

3.4 Simoda may suspend or terminate Services for non-payment, following written notice.

4. Client Responsibilities

4.1 The Client shall provide all information, access, and cooperation reasonably required for Simoda to deliver the Services.

4.2 The Client warrants that all information provided is accurate and complete.

4.3 The Client is responsible for complying with all applicable laws and regulations in connection with the receipt and use of the Services.

5. Intellectual Property

5.1 Unless otherwise agreed, all intellectual property rights ("IPR") in Simoda's background materials, methodologies, and proprietary information developed independently of the Services shall remain the property of Simoda.

5.2 All bespoke/project-specific intellectual property created exclusively for the Client under this Agreement shall vest in the Client upon Simoda's receipt of full payment for the relevant deliverables. Simoda hereby assigns all present and future rights and title in such bespoke IPR to the Client.

5.3 Simoda grants the Client a non-exclusive, perpetual, royalty-free licence to use Simoda's background materials and methodologies solely for the purposes set out in the Engagement Letter or Order Form. 5.4 The Client shall not disclose Simoda's methodologies or proprietary information to third parties without prior written consent.

6. Confidentiality

6.1 Each party shall keep confidential all information obtained from the other in connection with the Agreement, except as required by law or regulatory authority.

6.2 Confidentiality obligations shall apply for a period of five (5) years from the date of disclosure, except for information that is public, already known, or independently developed.

6.3 Simoda may refer to the existence of the engagement in proposals or marketing materials, but will not disclose confidential details without consent.

7. Data Protection

7.1 Both parties shall comply with all applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

7.2 Where Simoda processes personal data on behalf of the Client, Simoda shall: • Process data only as instructed by the Client and as necessary to provide the Services; • Implement appropriate technical and organisational measures to protect personal data; • Notify the Client of

any data breach without undue delay; • Assist the Client with data subject requests and regulatory compliance as reasonably required.

7.3 Details of data processing, including subject matter, duration, nature, and categories of data, will be set out in the relevant schedule or data processing annex (e.g., G-Cloud 15 Joint Schedule 10).

8. Compliance and Standards

8.1 Simoda shall comply with all applicable laws, including the Modern Slavery Act 2015, Bribery Act 2010, Equality Act 2010, and G-Cloud 15 framework requirements.

8.2 Simoda maintains relevant quality and security certifications (e.g., ISO 9001, ISO 27001) and will provide evidence upon request.

8.3 Simoda is committed to social value, carbon reduction, prompt payment, and corporate social responsibility in line with public sector policy.

8.4 Simoda shall promote equality, diversity, and inclusion in its operations and service delivery.

9. Freedom of Information, Transparency, and Audit

9.1 The Client acknowledges that Simoda may be subject to the Freedom of Information Act 2000 ("FOIA") and related transparency and audit obligations under the G-Cloud 15 Framework.

9.2 Simoda shall cooperate with the Client and relevant authorities in responding to FOIA requests and audit requirements, subject to the protection of confidential and commercially sensitive information.

9.3 Simoda shall maintain appropriate records and provide reasonable access to information as required by law or regulatory authority.

10. Non-Solicitation

10.1 Neither party shall, without the other's written consent, solicit or employ any staff involved in the delivery of the Services during the engagement and for 6 months after its conclusion.

10.2 If this restriction is breached, the offending party shall pay the other an amount equivalent to four months' gross salary of the individual concerned.

11. Force Majeure

11.1 Neither party shall be liable for delays or failures caused by circumstances beyond their reasonable control ("Force Majeure").

11.2 If a Force Majeure event continues for more than 30 days, either party may terminate the Agreement with written notice.

12. Limitation of Liability

12.1 Nothing in these Terms limits liability for death, personal injury, fraud, or any liability that cannot be excluded by law.

12.2 Simoda's total liability under the Agreement shall not exceed the total fees paid by the Client in the 12 months preceding the claim, except as otherwise required by the G-Cloud 15 framework.

12.3 Simoda shall not be liable for indirect, consequential, or special losses, including loss of profit, revenue, or data.

13. Termination

13.1 Either party may terminate the Agreement with 30 days' written notice, or immediately if the other party is in material breach and fails to remedy within 14 days of notice.

13.2 On termination, the Client shall pay for all Services delivered up to the termination date.

13.3 Clauses relating to confidentiality, intellectual property, limitation of liability, and any other provisions intended to survive termination shall remain in force.

14. Notices

14.1 Notices must be in writing and sent to the registered address or principal place of business of the recipient, or by email to a designated contact.

15. Assignment and Subcontracting

15.1 The Client may not assign or transfer any rights or obligations under the Agreement without Simoda's written consent.

15.2 Simoda may subcontract elements of the Services but remains responsible for their delivery.

16. Entire Agreement and Variation

16.1 The Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements.

16.2 Any variation must be in writing and signed by authorised representatives of both parties.

17. Third Party Rights

17.1 No third party shall have any rights to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

18. Governing Law and Jurisdiction

18.1 The Agreement is governed by the laws of England and Wales.

18.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

19. Annexes and Schedules

The following schedules and annexes are incorporated and must be completed and attached for each Lot/service as required by the G-Cloud 15 Framework:

- Data Processing Schedule (Joint Schedule 10)
- Service Level Agreement
- Pricing Schedule
- Any other G-Cloud 15 mandatory schedules