MAXIRON

BRING STRENGTH TO YOUR DELIVERY



MaxIron Terms & Conditions

G-Cloud 15 v2.0

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MaxIron – G-Cloud 15 Terms and Conditions (All Lots) – v2.0

These Terms and Conditions ("Terms") apply to the supply of the Services by MaxIron Ltd ("Supplier", "MaxIron", "we/us") to the buying organisation ("Customer", "you"). These Terms are intended to be used with the G-Cloud call-off contract and relevant Service Definition(s) and Pricing.

1. Order of precedence

If there is any conflict, the following order of precedence applies (highest first): (a) the G-Cloud Call-Off Contract (including any Order Form/Call-Off Schedules); (b) the applicable Service Definition for the Service; (c) the Pricing; (d) these Terms.

2. Definitions

"Services" means the services ordered by the Customer from the Supplier under the G-Cloud Call-Off Contract, as described in the relevant Service Definition(s). "Deliverables" means any outputs we agree to provide under Implementation Services. "Service Credits" means credits applied to future invoices where an availability SLA is not met (SaaS only), if specified in the Service Definition.

3. Scope and service schedules

The Services are delivered under one or more of the following service schedules (as applicable):

• Schedule A – IBM Maximo Application Suite as a Service (Lot 2b SaaS)

• Schedule B – IBM Maximo Application Suite – Application Support (Lot 3 Cloud Support)

• Schedule C – IBM Maximo Application Suite – Implementation Services (Lot 3 Cloud Support)

4. Term and termination

The term of the Call-Off Contract begins on the Start Date and continues for the agreed term, unless ended earlier under the Call-Off Contract.

Either party may terminate for convenience by giving 30 days' written notice (unless the Call-Off Contract states otherwise).

On termination, the Customer must pay all undisputed Charges for Services performed up to termination and any committed third-party costs approved by the Customer.

5. Charges, invoices and expenses

Charges are as set out in the Pricing. Unless otherwise stated, Charges exclude VAT.

We will invoice in arrears monthly (or as stated in the Call-Off Contract). Payment terms are 30 days from invoice date unless the Call-Off Contract states otherwise.

Reasonable travel and subsistence costs are chargeable only where agreed in advance in writing (Implementation/Onsite Support).

6. Customer responsibilities

The Customer is responsible for: (a) providing timely access, information and approvals; (b) maintaining its own user devices, networks and identity provider; (c) holding and maintaining all required IBM and third-party licences (bring your own licence only); (d) ensuring its users comply with acceptable-use and security requirements; and (e) appointing named contacts for operational and security communications.

7. Change control

Changes to scope, configuration, integrations, environments or Deliverables must be requested through the agreed change process. We will assess impact on security, service continuity, delivery plan and Charges, and will only proceed once approved by both parties in writing.

8. Subcontractors and third parties

We may use appropriately qualified subcontractors to deliver parts of the Services. We remain responsible for our subcontractors' performance. Third-party products and services (including IBM software and hyperscaler services) are supplied subject to the relevant third-party terms and licences.

9. Confidentiality

Each party will keep the other's Confidential Information confidential and will use it only to perform its obligations under the Call-Off Contract. Confidentiality obligations survive termination.

10. Intellectual property

Pre-existing intellectual property remains with its owner. For Implementation Services, we grant the Customer a non-exclusive, non-transferable licence to use Deliverables created specifically for the Customer for the Customer's internal business purposes, subject to payment of Charges.

We may reuse know-how, generic methods, templates and non-Customer-specific materials, provided we do not disclose Customer Confidential Information.

11. Data protection

Each party will comply with applicable data protection law (including UK GDPR and the Data Protection Act 2018). Where MaxIron processes personal data on behalf of the Customer, the parties will operate under an appropriate data processing agreement (DPA) and documented instructions.

12. Security and incident management

We operate security and incident management controls appropriate to the nature of the Services, including access controls, logging/monitoring, vulnerability management and change control. Security incidents are managed through our incident process, with timely Customer notification in line with the Call-Off Contract and applicable law.

13. Warranties

We warrant that the Services will be performed with reasonable care and skill. Except as expressly stated, we do not give any other warranties (including fitness for purpose) to the extent permitted by law.

14. Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be limited by law.

Subject to the above, our total aggregate liability arising from or related to the Services is limited to the Charges paid or payable under the Call-Off Contract in the 12 months preceding the event giving rise to the claim.

We are not liable for indirect or consequential losses (including loss of profit, revenue, goodwill, or anticipated savings), to the extent permitted by law.

15. Dispute resolution

The parties will attempt in good faith to resolve disputes promptly through escalation to senior management. If unresolved, the parties may agree mediation before commencing proceedings.

16. Governing law

These Terms and any dispute arising from them are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction (unless the Call-Off Contract states otherwise).

Schedule A – IBM Maximo Application Suite as a Service (Lot 2b)

A1. Service model. MaxIron provides managed MAS environments (production and non-production) as described in the Service Definition.

A2. Availability and maintenance. Availability targets, planned maintenance, exclusions and (if offered) Service Credits are as stated in the Service Definition for MASaaS.

A3. Support. Support hours, priorities/severities and response targets are as stated in the Service Definition (and may vary by support tier).

A4. Data export and exit. At the end of the contract, MaxIron will support data export and offboarding in accordance with the Service Definition and agreed exit plan.

Schedule B – IBM Maximo Application Suite – Application Support (Lot 3)

B1. Scope. Application Support covers incident/request/problem management, service reporting, and agreed operational activities for MAS/Maximo within the supported scope. Out-of-scope items (e.g., major enhancements, net-new integrations, large-scale remediation) are handled as separately scoped professional services.

B2. Support levels and SLAs. Support hours, severities and response targets are as stated in the Service Definition and/or Order Form. Premium options (if purchased) apply as described in the Pricing.

B3. Customer obligations. The Customer must provide access, logs, test evidence and timely approvals required to diagnose and resolve issues.

Schedule C – IBM Maximo Application Suite – Implementation Services (Lot 3)

C1. Scope and deliverables. Implementation Services are delivered under a Statement of Work (SOW) or Order Form describing scope, deliverables, milestones, roles and assumptions.

C2. Acceptance. Where Deliverables are provided, acceptance criteria and timescales will be defined in the SOW/Order Form. If the Customer does not reject a Deliverable with reasons within the acceptance period, it is deemed accepted.

C3. Dependencies. Delivery depends on Customer SME availability, access, data extracts, environment readiness and third-party participation as required.

C4. Hybrid delivery. Services may be delivered remotely and/or onsite (“boots on the ground”) as agreed, and travel expenses are chargeable only where pre-approved.