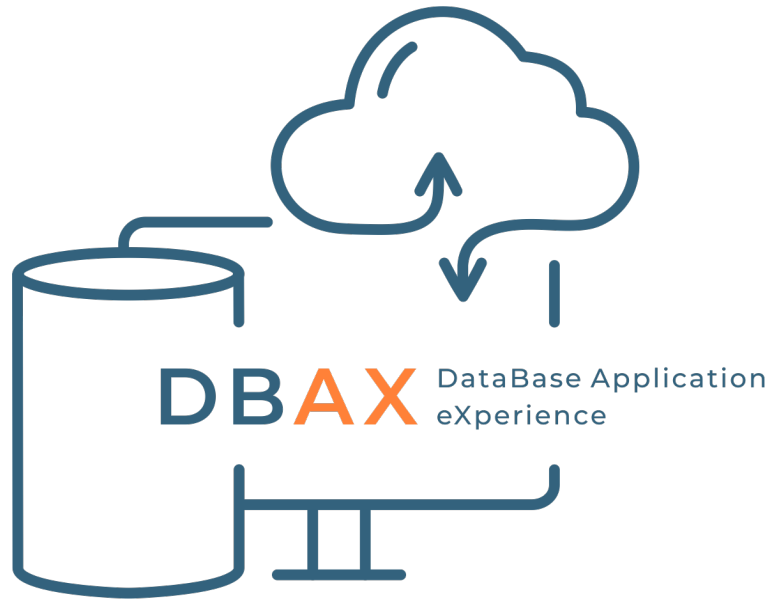


# Terms and Conditions

DBAX LTD

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# 1. Definitions

In this Agreement, the following terms shall have the following meanings:

**Agreement:** Any formal, binding contract made between Supplier and the Client for services provided, including all schedules, service description and annexures.

**Affected Party:** means the Party seeking to claim relief in respect of a Force Majeure Event

**Business Day:** Any day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

**Client:** The person, firm, or company specified in a Service Description who purchases Services from Supplier.

**Confidential Information:** Information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in the Agreement.

**Data Protection Legislation:** All applicable laws relating to the processing of Personal Data including, but not limited to, the Directive 96/46/EC (Data Protection Directive) or the GDPR, and any national implementing laws, regulations, and secondary legislation, for as long as the GDPR is effective in the UK.

**Deliverables:** The outputs from the Services provided by Supplier, as specified in the Agreement.

**GDPR:** all applicable laws and regulations relating to data protection, privacy and electronic communications, including (i) Data Protection Act 2018; and (ii) UK General Data Protection Regulation ((EU) 2016/679) (UK GDPR).

**Intellectual Property Rights (IPR):** (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction

**Open Source Software:** any software licensed under any form of opensource licence meeting the Open Source Initiative's Open Source Definition (<https://opensource.org/osd>) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at <http://www.gnu.org/licenses/gpl.html>), or anything similar, included or used in, or in the development of, the

Supplier Software, or with which the Supplier Software is compiled or to which it is linked.

**Parties:** means the Client and the Supplier, and includes their permitted successors and assigns.

**Personal Data:** Any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier.

**Pre-existing Materials:** Any documents, data, software, methodologies, know-how, and materials (including computer programs, reports, diagrams, and databases) that were developed, created, or owned by the Supplier prior to the commencement of the Agreement with the Client. These materials may also include any intellectual property or technology developed independently of the services provided under this Agreement and not specifically intended for use in the delivery of the Services to the Client.

**Services:** The services to be provided by Supplier under the Agreement as detailed in the Service Description, including any Deliverables.

**Service Description:** The description or specification of the Services provided in writing by Supplier to the Client.

**Supplier:** means DBAX Limited a company registered in England and Wales under the registration number 14088880 with a registered address at 10 Alford Pasture, Cranbrook, Exeter, England, EX5 7EB or any permitted successor assign.

**Terms:** the terms and conditions in this document.

## 2. Interpretation

In these Terms and Conditions, the following rules apply:

- 2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2. A reference to a party includes its successors or permitted assigns.
- 2.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted.
- 2.4. Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.5. A reference to writing or written includes faxes and emails.
- 2.6. Where these Terms conflict with the G-Cloud 15 Framework Agreement or an applicable Call-Off Contract, the Framework Agreement and Call-Off Contract shall take precedence.

### 3. Service Provision

- 3.1. Provision of Services: the Supplier will provide the Services as support services as described in the Service Description and with reasonable skill and care, consistent with professional standards.
- 3.2. Performance Dates: Supplier will use commercially reasonable efforts to meet any performance dates specified in the Agreement, but such dates shall be estimates only and not guaranteed.
- 3.3. Changes to Services: Changes to the scope of the Services must be agreed upon in writing between the Supplier and the Client. Any changes will be documented in a formal amendment to the Agreement.

### 4. Supplier Obligations

- 4.1. Service Delivery: The Supplier shall provide the Services specified in the Service Description with all due care, skill, and ability. Services shall be performed in a professional, efficient, and diligent manner in accordance with the highest industry standards for similar services.
- 4.2. Compliance with Laws and Standards: The Supplier agrees to comply with all applicable laws, statutes, regulations, and codes of practice, ensuring that all permits, licences, and consents required are obtained and maintained throughout the term of this Agreement. This includes adherence to all health and safety laws, data protection regulations, and environmental statutes.
- 4.3. Resources: The Supplier is responsible for ensuring that it has all the tools, equipment, and personnel necessary to fulfill its obligations under this Agreement. The Supplier's personnel shall possess the necessary qualifications, expertise, and experience to perform their duties.
- 4.4. Quality Assurance: The Supplier must establish and maintain a quality assurance programme to ensure that the Services conform to the pre-defined standards and requirements specified in the Agreement. The Supplier will apply proportionate quality assurance practices appropriate to the scope of the Services.
- 4.5. Reporting and Communication: The Supplier shall provide the Client with regular progress reports as agreed upon in the Service Description. The Supplier shall maintain open and effective communication with the Client, promptly informing them of any issues or delays that may impact the delivery of Services.
- 4.6. Data Security and Protection: The Supplier must protect any and all data provided by the Client or generated during the execution

of the Services against unauthorized access, use, modification, disclosure, or destruction. The Supplier shall comply with the GDPR and any other relevant data protection legislation in managing and processing personal data.

- 4.7. Subcontracting: If the Supplier intends to subcontract any part of the Services to a third party, prior written consent from the Client is required. The Supplier shall be fully responsible for the work performed by subcontractors and must ensure subcontractors comply with the obligations applicable to the Supplier under this Agreement.
- 4.8. Continuous Improvement: The Supplier shall continually seek improvements in service delivery, proposing innovations and efficiency enhancements that could benefit the Client. Any changes or improvements to the Services shall be implemented only with the Client's prior written approval.
- 4.9. Intellectual Property Management: The Supplier must manage all intellectual property rights in accordance with the terms of this Agreement, ensuring that the Client's intellectual property rights are not infringed upon. The Supplier shall notify the Client of any potential intellectual property issues that may arise during the performance of the Services.
- 4.10. Incident Management: The Supplier will support incident investigation and resolution activities relating to the Services where requested by the Client. The Supplier does not provide ongoing operational monitoring or managed incident response unless separately agreed.

## 5. Client Obligations

- 5.1. Cooperation: The Client shall cooperate with the Supplier in all matters relating to the Services and provide access to all information, facilities, and personnel reasonably necessary for the performance of our duties.
- 5.2. Client's Decisions: The Client shall be responsible for making any decisions required to progress any matter in relation to the Services promptly.
- 5.3. Accuracy of Information: The Client shall ensure that all information provided to the Supplier is accurate, complete, and not misleading and will notify the Supplier promptly if any information changes.

## 6. Change Control Processes

- 6.1. Initiation of Change: Either party may request changes to the scope, execution, or any aspect of the Services detailed in this Agreement. Such requests must be submitted in writing to the designated Change Control Manager, detailing the nature, purpose, and effect of the proposed changes.
- 6.2. Assessment and Impact Analysis: Upon receipt of a change request, the Supplier will evaluate the potential impacts on the scope of Services, including assessments of additional resources required, adjustments to delivery timelines, and cost implications. This evaluation will be completed and a detailed report submitted to the Client within ten (10) business days from the receipt of the request.
- 6.3. Implementation of Changes: Upon mutual agreement and execution of the Change Order Form, the Supplier will implement the changes according to the agreed modifications in the scope and execution of the Services. All changes will be managed in accordance with the Supplier's standard project management procedures to ensure minimal disruption to service delivery.
- 6.4. Documentation and Record Keeping: The Supplier is responsible for documenting all changes and maintaining a Change Log that includes details of all change requests, impact assessments, decisions, and outcomes of implemented changes. This log will be updated continuously and made available to the Client upon request.
- 6.5. Communication: Regular updates regarding the status of change requests and their impact on the Services will be provided to all relevant stakeholders. Communication will be facilitated through scheduled meetings, written reports, or digital communication platforms as agreed upon.

## 7. Fees and Payment

- 7.1. Fees: The fees for the Services shall be as set out in the Agreement. Unless agreed otherwise, fees are due within 30 days of the invoice date.
- 7.2. Invoicing: Invoiced in accordance with the pricing and invoicing terms agreed in the applicable Order Form.
- 7.3. Late Payment: Interest on late payments will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The interest rate will be applied at 4% per annum above the Bank of England's base rate.
- 7.4. The Supplier may suspend all Services until payment has been made in full.

## 8. Confidentiality

- 8.1. **Obligation to Protect Confidential Information:** Each party agrees to keep confidential all Confidential Information disclosed to it by the other party during the term of the Agreement. Confidential Information will only be used to perform the obligations under this Agreement.
- 8.2. **Exceptions to Confidentiality:** The obligation of confidentiality does not apply to information that is or becomes public knowledge through no fault of the receiving party, is received from a third party without breach of a non-disclosure obligation, or is independently developed by the receiving party.
- 8.3. **Disclosure Required by Law:** If either party is required by law, regulation, or a valid binding order of a court or other governmental body to disclose Confidential Information of the other party, it must, where legally permitted, give reasonable advance notice to the other party to allow for the opportunity to contest the disclosure.

## 9. Liability

- 9.1. **Limitation of Liability:** the total liability to the Client in respect of all losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the 100% of the total fees paid under the Agreement for the specific Services that caused the loss.
- 9.1. **Exclusion of Certain Damages:** The Supplier shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 9.2. **Statutory Rights:** Nothing in these terms will limit or exclude the Supplier liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

## 10. Termination

- 10.1. Grounds for Termination: Either party may terminate the Agreement by giving written notice to the other party if:
- 10.1.1. The other party commits a material breach of any term of the Agreement that is not remediable or, if remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so.
  - 10.1.2. The other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its behaviour is inconsistent with it having the intention or ability to give effect to the terms of the Agreement.
  - 10.1.3. The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due.
  - 10.1.4. Project Termination: In addition to the above conditions, either party may terminate a specific Project under the Agreement by giving the other party 30 days' written notice.
- 10.2. Consequences of Termination: Upon termination of the Agreement, all licences and benefits granted will terminate, and each party shall return or destroy the other party's Confidential Information. Any accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages for any breach of the agreement which existed at or before the date of termination.

## 11. Force Majeure

### Relief from Liability

- 11.1. If either party is prevented from or delayed in performing its obligations under this Agreement due to a Force Majeure Event, such party (referred to as "the Affected Party") may claim relief from liability for non-performance to the extent influenced by these circumstances.

### Notification and Mitigation

- 11.2. Notification: The Affected Party must give written notice to the other party as soon as reasonably possible, detailing the commencement, likely duration, and nature of the delay or prevention, along with any measures being taken to mitigate the effects.
- 11.3. Mitigation Efforts: The Affected Party shall use reasonable endeavours to mitigate the effects of the Force Majeure Event

and minimise its impact on the performance of their obligations under this Agreement.

- 11.4. Resumption of Performance: The Affected Party is required to resume the performance of their obligations as soon as reasonably possible once the cause of the delay or prevention has been removed.
- 11.5. Consultation and Agreement: Following the notification, both parties shall consult with each other in good faith and attempt to agree on appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of the Agreement.
- 11.6. Termination of Force Majeure: The Affected Party must notify the other party as soon as the Force Majeure Event ceases or no longer prevents the Affected Party from fulfilling its obligations. Subsequent to such notification, the Agreement shall continue to be performed under the terms that existed immediately before the occurrence of the Force Majeure Event, unless otherwise agreed by the parties.

## 12. Data Protection

- 12.1. Compliance: The Supplier and the Client will comply with all applicable data protection laws in the management and processing of personal data, including the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and any subsequent amendments or national laws that supplement these regulations.
- 12.2. Data Handling: The Client must ensure that any personal data provided to us has been collected and shared in compliance with applicable data protection laws. Both parties will implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.
- 12.3. Data Processing Agreement: Where Supplier process personal data on behalf of the Client, both parties will enter into a separate Data Processing Agreement that meets the requirements of current data protection legislation, outlining the scope, nature, and purpose of the processing, the duration of the processing, and the obligations and rights of both parties.

## 13. Bribery and Corruption

- 13.1. Anti-Bribery Compliance: Both parties will comply with all applicable laws, statutes, regulations, and codes relating to antibribery and anti-corruption including but not limited to the UK Bribery Act 2010.
- 13.2. Prohibition of Bribery: Neither party shall engage in any form of bribery, nor shall they authorise or encourage any third party to do so on their behalf. This includes offering, promising, giving, accepting, or soliciting anything of value either directly or indirectly to or from any person for the purpose of influencing actions or decisions in violation of lawful duty.
- 13.3. Reporting and Transparency: Any breach of these anti-bribery provisions must be reported immediately to the other party. Both parties agree to cooperate fully with any investigation into such activities and to implement appropriate measures to rectify any such breach and prevent its recurrence.

## 14. Severance

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of these Terms that is fundamental to the accomplishment of the purpose of the Agreement is held to any extent to be invalid, the Supplier and the Client shall immediately commence good faith negotiations to remedy that invalidity.

## 15. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.