

GEMSTONE

Terms and Conditions

Gemstone

Terms and Conditions

(Software Development and Related Services)

Date: 30 January 2026

These Terms and Conditions ("Terms") apply to the supply of professional services by the Supplier to the Customer. The parties may agree the scope of work, deliverables, timelines and fees in one or more order forms, statements of work or similar documents (each a "Statement of Work" or "SOW"). Unless the parties agree otherwise in writing, these Terms form part of each SOW.

1. Interpretation and order of precedence

1.1 In these Terms, the following words have the meanings given below. Headings do not affect interpretation.

1.2 If there is a conflict between documents, the following order of precedence applies (highest first): (a) the SOW (but only for the items expressly stated to override these Terms); (b) these Terms; (c) any annexes or schedules.

1.3 References to a statute include any amendment or re-enactment. References to "including" or similar words are illustrative only.

Definitions

Term	Meaning
Acceptance	The Customer's acceptance (or deemed acceptance) of Deliverables under clause 4.
Business Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are open.
Charges	The fees and other charges payable under an SOW.
Confidential Information	Information disclosed by one party to the other that is confidential by nature or is marked as confidential.
Customer Materials	Content, data, software, documentation or other materials provided by or on behalf of the Customer.
Data Protection Legislation	UK GDPR, the Data Protection Act 2018, PECR and related guidance, each as amended from time to time.
Deliverables	The outputs to be provided by the Supplier as set out in an SOW (for example software, documentation or designs).
Intellectual Property Rights	All copyright, database rights, patents, trade marks, design rights and other intellectual property rights, whether registered or unregistered.

Services	The services to be supplied by the Supplier as set out in an SOW.
Third Party Products	Third-party software, platforms, APIs, libraries or services used to deliver the Services or operate the Deliverables.

2. Services

2.1 The Supplier will provide the Services described in the applicable SOW using reasonable care and skill.

2.2 Any dates, milestones or estimates are targets only unless the SOW expressly states otherwise.

2.3 Unless expressly agreed in an SOW, the Supplier is not responsible for: (a) procuring or paying for Third Party Products; (b) operating, supporting or managing third-party hosting environments; or (c) the Customer's regulatory compliance.

2.4 The Supplier may use suitably qualified subcontractors. The Supplier remains responsible for the Services performed by its subcontractors.

3. Customer responsibilities

3.1 The Supplier's ability to perform the Services depends on the Customer providing timely cooperation, decisions and access to relevant personnel, systems and information.

3.2 The Customer will ensure that Customer Materials are accurate, complete and provided in a usable format, and that it has all rights and permissions needed for the Supplier to use them.

3.3 The Customer will provide and maintain any accounts, credentials, licences and approvals required for the Deliverables to be developed, deployed or operated (including any app store or platform accounts where applicable).

4. Delivery and acceptance

4.1 The Supplier will notify the Customer when Deliverables (or a milestone) are ready for review.

4.2 Unless the SOW states otherwise, the Customer will, within seven (7) Business Days of delivery, either: (a) confirm Acceptance in writing; or (b) provide a single consolidated list of defects or non-conformities, with severity, that prevent Acceptance.

4.3 The Supplier will use reasonable efforts to remedy critical defects that prevent Acceptance and will resubmit the Deliverables for re-test.

4.4 Deliverables are deemed accepted if: (a) the Customer does not respond within the acceptance window; (b) the Customer uses the Deliverables in production or for revenue-earning purposes (other than testing); or (c) only minor defects remain that do not materially prevent use.

4.5 Acceptance does not prevent the Customer from reporting defects discovered later. Unless otherwise agreed, such defects will be handled under support arrangements (if any) or as a change request.

5. Third Party Products and open source

5.1 Third Party Products are supplied subject to their licensors' terms. The Customer is responsible for complying with those terms and for all related licence, usage and platform fees unless an SOW states otherwise.

5.2 The Supplier may incorporate open-source software. The Customer's use of open-source software is subject to the applicable open-source licences.

5.3 The Supplier does not warrant that Deliverables will be compatible with every third-party platform, device, browser or environment, unless the SOW expressly states compatibility requirements.

6. Project management and change control

6.1 Each party will appoint a project contact responsible for day-to-day liaison and approvals.

6.2 Any change to scope, deliverables, assumptions, timelines or resourcing will be managed through a written change request agreed by both parties before the change is implemented.

7. Charges, invoicing and payment

7.1 The Customer will pay the Charges set out in the relevant SOW. Unless stated otherwise, Charges are exclusive of VAT and any applicable taxes.

7.2 The Supplier will invoice in accordance with the SOW. If an SOW does not specify invoicing milestones, the Supplier may invoice monthly in arrears for time and materials, or on delivery for fixed-price milestones.

7.3 Payment terms are fourteen (14) days from invoice date, unless the SOW states otherwise.

7.4 If the Customer fails to pay an undisputed invoice on time, the Supplier may charge interest on the overdue amount at 5% per year above the Bank of England base rate (or the maximum permitted by law, if lower), accruing daily.

7.5 The Supplier may suspend performance (including access to Deliverables or environments it controls) on at least five (5) Business Days' written notice if payment is overdue, until all overdue sums are paid.

7.6 The Customer will reimburse reasonable pre-approved expenses incurred in performing the Services, where stated in the SOW.

8. Warranties and disclaimers

8.1 Each party warrants that it has full power and authority to enter into and perform these Terms.

8.2 The Supplier warrants that it will perform the Services with reasonable care and skill.

8.3 Except as expressly stated in these Terms or an SOW, all warranties, conditions and other terms implied by statute or common law are excluded to the maximum extent permitted by law.

8.4 The Supplier does not warrant that Deliverables will be uninterrupted or error-free, or that they will be free from vulnerabilities. The Supplier may provide reasonable security practices as part of the Services, but the Customer remains responsible for its own risk management, configuration and operational controls.

8.5 Any deliverables incorporating AI-assisted outputs (where applicable) are provided on the basis that outputs may be inaccurate or incomplete. The Customer is responsible for verifying outputs before relying on them.

9. Support and maintenance

9.1 Unless an SOW expressly includes support and maintenance, the Supplier has no obligation to provide ongoing support after Acceptance.

9.2 Any support and maintenance (including service levels, response times and exclusions) will be agreed in a separate support agreement or an SOW.

10. Confidentiality

10.1 Each party will keep the other party's Confidential Information confidential and will not disclose it to any third party except as permitted by this clause.

10.2 A party may disclose Confidential Information to its employees, officers, contractors and advisers who need to know it for the purpose of performing obligations under these Terms, provided they are bound by confidentiality obligations.

10.3 A party may disclose Confidential Information if required by law, a court or a competent regulatory authority.

10.4 Each party will use the other party's Confidential Information only for exercising its rights and performing its obligations under these Terms.

10.5 This clause survives termination for two (2) years, or for trade secrets, for as long as the information remains a trade secret.

11. Data protection

11.1 Each party will comply with the Data Protection Legislation.

11.2 Unless the parties agree otherwise in writing, the Customer is the Controller and the Supplier is the Processor for any Personal Data processed by the Supplier on the Customer's behalf.

11.3 The Customer will ensure it has a lawful basis and all required notices and consents to provide Personal Data to the Supplier for processing.

11.4 The Supplier will: (a) process Personal Data only on documented instructions from the Customer (unless required by law); (b) implement appropriate technical and organisational measures to protect Personal Data; (c) ensure personnel are bound by confidentiality; (d) notify the Customer without undue delay after becoming aware of a Personal Data Breach; (e) assist the Customer (at the Customer's cost) with data subject requests, DPIAs and regulatory enquiries where reasonably required; and (f) delete or return Personal Data on termination, subject to legal retention requirements.

11.5 The Customer provides general authorisation for the Supplier to appoint sub-processors. The Supplier will ensure sub-processors are bound by written terms consistent with this clause and remains responsible for their acts and omissions.

11.6 If the Supplier transfers Personal Data outside the UK, it will ensure appropriate safeguards are in place in accordance with Data Protection Legislation (for example, standard contractual clauses or the UK IDTA, as applicable).

12. Information security

12.1 Where the Services involve access to Customer systems or data, the Supplier will follow reasonable security practices appropriate to the nature of the work.

12.2 The Customer is responsible for: (a) the security of its own systems and accounts; (b) controlling access for its users; and (c) maintaining secure credentials and configurations.

12.3 Unless an SOW states otherwise, the Supplier does not provide managed security monitoring, penetration testing or vulnerability scanning services.

13. Intellectual property

13.1 Each party retains ownership of its pre-existing Intellectual Property Rights and materials ("Background IPR").

13.2 Subject to payment of all Charges due under the relevant SOW, the Customer owns the Deliverables created specifically for the Customer, excluding Supplier Background IPR and Third Party Products.

13.3 The Supplier grants the Customer a worldwide, perpetual, royalty-free licence to use, copy and modify the Supplier Background IPR to the extent embedded in the Deliverables and necessary to use the Deliverables.

13.4 Third Party Products remain the property of their respective owners and are licensed to the Customer under the relevant third-party terms.

13.5 The Customer will indemnify the Supplier against third-party claims that Customer Materials infringe Intellectual Property Rights, provided the Supplier: (a) promptly notifies the Customer; (b) allows the Customer control of the defence; and (c) provides reasonable assistance.

14. Customer Materials and content

14.1 The Customer is responsible for the accuracy, legality and quality of Customer Materials and any content made available through Deliverables.

14.2 The Customer will not provide or publish content that is unlawful, infringing, defamatory, obscene, offensive, or otherwise inappropriate.

14.3 The Supplier may remove or disable access to content it reasonably believes is unlawful or infringes third-party rights, and will notify the Customer where reasonably practicable.

14.4 The Customer will indemnify the Supplier against third-party claims arising from Customer Materials or the Customer's content, subject to the same conditions as clause 13.5.

15. Non-solicitation

15.1 During the term of the Services and for twelve (12) months after termination, the Customer will not solicit for employment or engagement any employee or contractor of the Supplier who was materially involved in providing the Services, other than through a general recruitment campaign not specifically targeted at the Supplier.

15.2 If the Customer breaches clause 15.1, it will pay the Supplier a sum equal to six (6) months of the affected individual's basic salary (or six (6) months of fees in the case of a contractor), plus the Supplier's reasonable recruitment costs.

16. Limitation of liability

16.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be limited or excluded.

16.2 Subject to clause 16.1, the Supplier will not be liable for: loss of profit, revenue, anticipated savings, goodwill, business opportunity, or for any indirect or consequential loss.

16.3 Subject to clauses 16.1 and 16.2, the Supplier's total aggregate liability arising out of or in connection with the Services in any rolling 12-month period will not exceed the Charges paid or payable under the relevant SOW in that 12-month period.

16.4 The Customer is responsible for backing up its data. Unless caused by the Supplier's wilful misconduct, the Supplier is not liable for loss or corruption of data.

17. Term and termination

17.1 These Terms start on the date agreed by the parties and continue until terminated in accordance with this clause.

17.2 Either party may terminate an SOW (and, where applicable, these Terms) immediately by written notice if the other party: (a) materially breaches and fails to remedy within fourteen (14) days of notice; or (b) fails to pay undisputed Charges within seven (7) days of a written reminder; or (c) becomes insolvent or ceases business.

17.3 Either party may terminate for convenience on thirty (30) days' written notice, unless the SOW states that it is non-cancellable for a fixed term.

17.4 On termination: (a) the Customer will pay for Services performed and approved expenses incurred up to termination; (b) subject to payment, the Supplier will provide Deliverables completed up to the termination date; (c) each party will return or delete the other party's Confidential Information on request, subject to legal retention; and (d) clauses intended to survive will continue (including confidentiality, IP, payments due and liability limits).

18. Force majeure

18.1 Neither party is liable for delay or failure to perform caused by events beyond its reasonable control. The affected party will notify the other as soon as reasonably practicable.

18.2 If the force majeure event continues for eight (8) weeks, either party may terminate the affected SOW on thirty (30) days' written notice.

19. Notices

19.1 Notices must be in writing and delivered by hand, pre-paid first-class post (or next Business Day courier) or email to the addresses specified in the SOW.

19.2 Notices are deemed received: (a) if delivered by hand, when left at the proper address; (b) if posted, at 9.00am on the second Business Day after posting; (c) if emailed, at the time of transmission, or if outside business hours (9.00am-5.00pm, Monday-Friday), when business hours resume.

19.3 This clause does not apply to service of proceedings or other court documents.

20. Publicity

20.1 Neither party may make a public announcement about the other or the Services without the other party's prior written consent, except as required by law.

20.2 Unless the SOW states otherwise, the Supplier may identify the Customer as a client and use non-confidential descriptions and screenshots of Deliverables for portfolio and marketing purposes.

21. Assignment and subcontracting

21.1 Neither party may assign or transfer its rights or obligations without the other party's prior written consent (not to be unreasonably withheld), except that either party may assign to an affiliate or as part of a merger or sale of substantially all assets.

22. Entire agreement

22.1 These Terms and the SOWs constitute the entire agreement between the parties in relation to their subject matter and supersede all prior discussions or agreements.

22.2 Each party confirms it does not rely on any statement not set out in these Terms or an SOW.

23. Third party rights

23.1 A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

24. Variation and waiver

24.1 Any variation must be in writing and signed by authorised representatives.

24.2 A waiver is only effective if in writing and does not waive future breaches.

25. Rights and remedies

25.1 Except as expressly stated, rights and remedies are in addition to those provided by law.

26. Severance

26.1 If any provision is invalid or unenforceable, it will be deemed deleted without affecting the remaining provisions. The parties will negotiate in good faith a replacement provision with a similar commercial effect where practicable.

27. No partnership or agency

27.1 Nothing in these Terms creates a partnership, joint venture or agency relationship. Neither party may bind the other.

28. Governing law and jurisdiction

28.1 These Terms and any dispute or claim (including non-contractual disputes) are governed by the laws of England and Wales.

28.2 The courts of England and Wales have exclusive jurisdiction.

