



KO Technologies Ltd

G Cloud 15 Terms & Conditions



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Overview

KO Technologies combines the power of AWS, Alibaba Cloud, Datadog, and IBM/HashiCorp with an automation-first mindset to deliver unrivalled Cloud and DevOps solutions. We replace manual effort with high-performance scalability, ensuring you get maximum quality and cost-efficiency. With KO Technologies, you're not just keeping up with innovation – you're leading it.

Why KO Technologies

- KO Technologies is a founder-led, innovative Cloud & DevOps consultancy. With unmatched accountability and commitment to deliver quality solutions, we invest heavily to build strong long term partnerships.
- KO Technologies provide organisations with the speed and scalability needed for explosive growth, leveraging our AI-powered Cloud and DevOps expertise. Our automation-first approach dramatically reduces overhead, giving you a competitive edge and allowing you to focus purely on innovation.
- Our approach is technology-led with an 'automation first' mindset, ensuring efficient and modern solutions for our clients.
- We actively contribute to technology partner communities through open-source projects, saving clients time and money while fostering a collaborative environment.
- Our simple aim is to excel and exceed expectations - we have some amazing testimonials for our projects. Read about our public and private sector clients here - <https://kotechnologies.co.uk/clients/>

Terms & Conditions

KO Technologies Ltd uses the standard Call-off Terms as detailed in the G-Cloud 15 Call-off Contract.

Any special terms shall be detailed in the Order Form as agreed between KO technologies Ltd and the client.

The prices set forth in the quotation are valid for 30 days and exclude any and all taxes and duties. The customer will pay VAT in accordance with their value at the time of payment.

- Payment terms: Customer's payment obligations are 30 days. The applicable VAT shall be added to each invoice.
- Monthly Invoicing: Based on monthly charges by the Cloud services vendor.
- Amounts due to be paid by the customer should be in the UK (GBP). Any other currency is subject to the exchange rate of the preceding days' exchange rate.
- KO Technologies will provide the services set out in the quotation as an independent contractor and no employer - employee relationship will be established in between the parties.
- The services set out in the quotation will be performed according to the agreed schedule specified in the quotation, or as otherwise will be agreed upon in writing by the Parties.
- The use of the cloud services is in accordance with and subject to the manufacturer's terms of use. Use of the service will not be possible without consent to the manufacturer's terms of use at the time of purchasing the service and/or the beginning of use. The terms of the manufacturer's terms of use constitute an agreement between the manufacturer and the customer and are superior to any other document.
- The customer is solely responsible for its directions and instructions in all manner.
- The Customer shall own all intellectual property rights and ownership in any and all products and deliverables produced and/or developed by KO Technologies under this Agreement, from the time of their creation. In the event of non-payment by the Customer of any undisputed invoice that remains outstanding beyond thirty (30) days from its due date, ownership of the intellectual property rights in the deliverables corresponding only to the unpaid work shall automatically transfer to KO Technologies upon written notice, and the Customer's licence to use such deliverables shall be suspended until payment is received in full. This IP is not to be shared or disclosed to external parties without written consent. Upon receipt of all outstanding payments, full and unencumbered ownership of the relevant intellectual property rights shall automatically revert to the

Customer. Thereafter, KO Technologies is hereby granted an unlimited and irrevocable right to use such deliverables solely for the purpose of providing services to the Customer under this Agreement or any subsequent agreement between the parties. It is hereby clarified that KO Technologies will not use such deliverables that were made specifically and uniquely for the Customer for any other purpose. For the avoidance of doubt, work shall not be deemed to be a Proof of Concept unless this has been expressly agreed in writing by both parties prior to commencement. In such expressly agreed Proof of Concept engagements, KO Technologies will retain full ownership of the delivered code base, but the Customer shall have a perpetual, non-exclusive, royalty-free licence to use, modify and operate such Proof of Concept materials for its own internal business purposes.

- Customers will not solicit and/or employ and/or consider an employment of any of KO Technologies employees, for as long as this agreement is in effect and for 12 months from the date of its termination or expiry thereof. "Employee" for the purposes of this section –any person who worked for KO Technologies sometime during the term of the agreement between KO Technologies and customer and for 12 months from the date of termination of such employee's employment by KO Technologies.
- Either party may terminate the agreement between the parties upon 30 days' prior written notice to the other party. Termination of an account will be subject to the Terms and conditions for terminating an account as attached to this proposal.
- Customer is obliged to perform and maintain up-to-date backup, before any service is provided by KO Technologies and on a frequent and regular basis, of all data files, programs, and removable data and to verify such data backup's quality. KO Technologies shall not be liable to any loss of data as aforesaid, including inter alia any data stored on external devices.
- For the avoidance of any doubt, the services do not include the delivery of hardware and/or software of any kind.
- Confidentiality: Each party receiving Confidential Information ("Receiving Party") agrees to maintain in confidence all Confidential Information disclosed by the other party ("Disclosing Party"), for the entire Term of these Terms and Conditions and for two years following the termination thereof.
- Assignment: Neither party shall have the right to assign these Terms and Conditions without the prior written consent of the other, which consent shall not be unreasonably withheld.
- Force Majeure: Neither party shall be responsible for delays or failure in performance of these Terms and Conditions (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labour dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

- **Notices:** Any notices required or permitted to be given shall be in email and/or writing and shall be personally delivered, delivered by recognized overnight courier, or delivered by certified mail, return receipt requested, with postage thereon prepaid, addressed to the parties at the addresses indicated on the first page of these Terms and Conditions or such other address as either party may specify by written notice in accordance with this Section. Notices shall be deemed to be delivered when personally delivered or five business days after mailing in the manner set forth above.
- **Originals:** The parties agree that for any transactions subject to these Terms and Conditions, scanned signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to these Terms and Conditions may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of these Terms and Conditions or any document created hereunder, based on the use of a scanned signature, electronic order or the use of a copy retrieved from an electronic storage system.
- **Severability:** If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions of these Terms and conditions.
- **Titles and subtitles; appendices:** The titles and subtitles used in these Terms and Conditions are used for convenience only and are not to be considered in construing or interpreting these Terms and Conditions. In the event of a conflict between the terms of these Terms and Conditions or its annexes or appendices, then in general issues the terms of these Terms and Conditions shall prevail and in any technical issues – the terms of the quotation shall prevail. There will be no effect for any terms and conditions included in the customer's PO, unless KO Technologies agreed to such terms specifically and in writing.
- **Waiver:** Any waiver by either party of any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of any other provision or condition of these Terms and Conditions, nor a waiver of subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the party to be bound.
- **Entire Agreement:** These Terms and Conditions with attached Annexes referenced herein, is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations, and proposals. No provisions of these Terms and Conditions shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification shall be in writing and signed by a duly authorized officer of all parties.

- Governing Law and Jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.