

NYMO GROUP LTD

STANDARD TERMS AND CONDITIONS

1. BACKGROUND

1.1 Parties Involved:

This Agreement is entered into between Nymo Group Ltd, a company registered in England and Wales (Company Number: 16837988), whose registered office is located at The Exchange, 26 Haslucks Green Rd, Shirley, United Kingdom, B90 2EL ("We," "Us," or "Our") and You, the customer ("You" or "Your"). These terms apply to all products, services, and software solutions provided by Nymo Group Ltd.

1.2 Purpose:

Nymo Group Ltd provides a range of services, including cloud-based software solutions, consulting, technical support, and integrated systems for various industries such as education, healthcare, and retail. This Agreement governs the terms under which these services are offered to You.

1.3 Agreement Structure:

This Agreement consists of:

- These Terms and Conditions.
- Statements of Work (SOW) detailing specific products and services.
- Any additional agreements, documents, or policies referenced herein.

1.4 Amendments:

Nymo Group Ltd reserves the right to amend these terms at any time. The latest version will always apply to the ongoing relationship between Nymo Group Ltd and You, and it will be posted on our website.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions:

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

- Access Product: Any software, service, or product provided by Nymo Group Ltd, including but not limited to SaaS solutions, integrations, and technical support.
- Customer Content: Any data, materials, or information provided by You for use in connection with the Access Products.
- Permitted Users: The individuals or entities authorized to use the Access Products as outlined in the Statement of Work.
- Confidential Information: All proprietary information disclosed by either party, including business operations, software, technical data, and customer data.

2.2 Interpretation:

- Headings are for convenience and do not affect the interpretation of this Agreement.
- The singular includes the plural, and vice versa.

3. GENERAL TERMS

3.1 License Grant:

Nymo Group Ltd grants You a non-exclusive, non-transferable license to access and use the Access Products for internal business purposes, as specified in the Statement of Work.

3.2 Term of Agreement:

This Agreement is effective from the Effective Date and will continue for an Initial Term of 36 months unless terminated earlier as specified herein. The Agreement will automatically renew for subsequent terms unless terminated by either party with 90 days' written notice before the end of the current term.

3.3 Delivery of Services and Products:

Nymo Group Ltd agrees to provide the products and services detailed in the Statement of Work. Services will be delivered through cloud-based platforms, and You will be provided with credentials for access to the system.

4. SERVICES AND PRODUCTS

4.1 Scope of Services:

The services provided include, but are not limited to:

- Cloud-Based Software Solutions for HR, payroll, education, and healthcare sectors.
- Technical Support via email, phone, and online portal.
- Consulting Services for custom integrations and system configuration.
- Training and Onboarding services for users of the Access Products.

4.2 Availability:

The Access Products are available 24/7, subject to scheduled maintenance. Nymo Group Ltd will provide advance notice for any planned downtime.

4.3 Changes to Services:

Nymo Group Ltd may update or modify the Access Products as needed to ensure compliance, enhance security, or improve functionality. Any significant changes will be communicated in advance.

5. FEES AND PAYMENT TERMS

5.1 Fee Structure:

The fees for the services and products are outlined in the relevant Statement of Work. All fees are exclusive of taxes unless otherwise specified.

5.2 Payment Terms:

Payment for services is due 30 days from the date of invoice. Payments can be made by credit card, bank transfer, or other methods specified in the Statement of Work.

5.3 Late Payments:

Late payments will incur an interest charge of 4% per annum above the base rate of Nymo Group Ltd's bank. If payment is not received within 30 days, Nymo Group Ltd reserves the right to suspend access to the Access Products until full payment is made.

5.4 Suspension for Non-Payment:

In the event of non-payment, Nymo Group Ltd may suspend or terminate access to the services, including the Access Products, until outstanding payments are received.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership:

Nymo Group Ltd retains all intellectual property rights, including copyrights, trademarks, and patents, in the Access Products and any related materials provided under this Agreement.

6.2 License to Use:

You are granted a limited, non-exclusive, non-transferable license to use the Access Products as per the terms of this Agreement. You may not sublicense, distribute, or reverse-engineer the software.

6.3 Third-Party Products:

If third-party software is included as part of the service, it will be subject to the terms of the respective third-party licenses.

6.4 Indemnification for IP Infringement:

Nymo Group Ltd agrees to indemnify You against any third-party claims alleging infringement of intellectual property rights related to the Access Products, subject to the conditions in this Agreement.

7. DATA PROTECTION AND PRIVACY

7.1 Data Processing:

Nymo Group Ltd complies with applicable data protection laws, including the General Data Protection Regulation (GDPR). Any data processing conducted by Nymo Group Ltd will be governed by our Privacy Policy and the terms of this Agreement.

7.2 Customer Data:

You retain ownership of all Customer Content. Nymo Group Ltd will only process Customer Content in accordance with Your instructions and as required to provide the Access Products.

7.3 Data Security:

Nymo Group Ltd implements appropriate technical and organizational measures to ensure the security of Your data. These measures include data encryption, secure access protocols, and regular audits.

7.4 Data Retention and Deletion:

Customer Content will be retained for the duration of the Agreement and for a period thereafter as necessary to comply with legal or regulatory requirements. You may request the deletion of Customer Content at any time, subject to applicable legal retention periods.

8. WARRANTIES AND DISCLAIMERS

8.1 Limited Warranty:

Nymo Group Ltd warrants that the Access Products will perform substantially in accordance with the specifications outlined in the Statement of Work. This warranty is limited to 30 days from the delivery of the product or service.

8.2 Disclaimers:

Except as provided in this section, Nymo Group Ltd makes no warranties, express or implied, regarding the Access Products, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

9. LIABILITY

9.1 Limitation of Liability:

Nymo Group Ltd's liability for any claims arising under this Agreement is limited to the amount paid by You for the Access Products or services in the 12 months preceding the event giving rise to the claim.

9.2 Exclusion of Liability:

Nymo Group Ltd will not be liable for any indirect, special, incidental, or consequential damages, including loss of profits, revenue, or data, even if advised of the possibility of such damages.

10. CONFIDENTIALITY

10.1 Confidential Information:

Both parties agree to keep all Confidential Information received during the course of this Agreement confidential. Confidential Information may only be disclosed to employees, contractors, or agents on a need-to-know basis.

10.2 Exceptions:

Confidential Information does not include information that is:

- Publicly available through no fault of the receiving party.
- Disclosed to the receiving party by a third party without a confidentiality obligation.

11. TERMINATION AND SUSPENSION

11.1 Termination for Convenience:

Either party may terminate this Agreement with 90 days' notice at the end of the Initial Term or any Further Term. The termination notice must be given in writing.

11.2 Termination for Breach:

Either party may terminate this Agreement immediately if the other party breaches a material term and fails to remedy the breach within 30 days.

12. DISPUTE RESOLUTION

12.1 Negotiation:

In the event of a dispute, both parties agree to first attempt to resolve the dispute through negotiation.

12.2 Mediation:

If the dispute is not resolved through negotiation, it will be submitted to mediation, followed by arbitration if necessary.

13. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement if such failure is due to circumstances beyond their control, including but not limited to natural disasters, strikes, pandemics, or acts of war.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing Law:

This Agreement shall be governed by the laws of England and Wales.

14.2 Jurisdiction:

Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in England and Wales.

15. MISCELLANEOUS PROVISIONS

15.1 Entire Agreement:

This Agreement, including any referenced documents, constitutes the entire understanding between the parties with respect to the subject matter hereof.

15.2 Assignment:

You may not assign this Agreement without the prior written consent of Nymo Group Ltd.

16. SCHEDULES

Schedule 1: Product and Service Details

Schedule 2: Support and Maintenance Services

Schedule 3: Data Protection Addendum

Schedule 4: Exit Policy and Data Retention