



Mvine Ltd

Digital Marketplace
G-Cloud 15

Terms and conditions for
Cloud support



Professional Services

Where the client is to receive professional services, the following clauses will apply.

1. OUR SERVICES AND RESPONSIBILITIES

(i) The Schedules enclosed within this Agreement set out the Services to be delivered by Mvine and associated matters. Additional Schedules may be added to this main Agreement as and when additional Services are required and shall continue to be governed by the terms of this Agreement.

(ii) Where individuals to be involved in delivering the Services are named in the Schedules, Mvine shall use reasonable endeavours to ensure that they are so involved. Mvine may substitute those identified for others of equal or similar skills but shall advise you before doing so. Mvine reserve the right to maintain reasonable access to our employees working on any engagement as we may require for our internal business purposes.

(iii) Mvine may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services we may supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall take precedence. No reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish to rely on oral advice or on an oral presentation, you shall inform us and we shall supply documentary confirmation of the advice concerned.

(iv) Mvine shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.

(v) Any product of the Services released to you in any form or medium shall be supplied by Mvine on the basis that it is for your benefit and information only and that it shall not be copied, referred to or disclosed (save for your own internal purposes) in whole or in part, without our prior written consent. The Services shall be delivered on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent. You may disclose in whole (but not in part) any product of the Services to your affiliates and to your and your affiliates' respective directors, officers, employees, and to your potential co-investors, potential financing sources, legal and other professional advisers for the purposes of your seeking advice in relation to the Services, provided that when doing so you inform them that: (a) disclosure by them (save for their own internal purposes) is not permitted without our prior written consent, and (b) if they seek to rely on the Services then they do so at their own risk and that to the fullest extent permitted by law Mvine Ltd accept no responsibility or liability to them in connection with the Services.



(vi) Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

(vii) Either party may communicate with the other party by electronic mail. Each party accepts the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and shall perform appropriate virus checks.

2. YOUR RESPONSIBILITIES

(i) Notwithstanding Mvine's duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for: (a) the management, conduct and operation of your business and your affairs; (b) determining your use of, the extent of your reliance on, and any implementation of, our advice or recommendations or any other product of the Services supplied by us; (c) making any decision affecting the Services, any product of the Services, your interests or your affairs; and (d) the delivery, achievement or realisation of any benefits directly or indirectly related to the Services which require implementation by you.

(ii) You shall cooperate with Mvine in rendering of the Services, including without limitation, providing Mvine with reasonable facilities (including without limitation desks, access to telephone lines, analog lines, fax, photocopying and printing facilities) and timely access to appropriate data, information and your personnel. You shall promptly provide Mvine with all necessary information, including but not limited to, complete and accurate information and instructions upon which Mvine can rely, concerning your organization, operations and activities and any decisions made by you in relation to the Services, and when requested by Mvine, you shall promptly provide answers to any questions from us. You shall inform Mvine of any information or developments which may come to your notice and which might have a bearing on the Services.

(iii) Where the Services are being performed at your premises or using your computer systems or telephone networks, you shall ensure that all arrangements are made for access (including for the avoidance of any doubt to national and international networks as we may reasonably require), security procedures, virus checks, facilities, licences or consents as may be required (without cost to us). You accept that we may use either your network or dialup facilities to access our own network and that you have assessed and accept any associated risks which may arise.

(iv) Mvine may receive data, information and material from you or from other sources in the course of delivering the Services. You acknowledge that Mvine shall not independently investigate or verify such data, information and material and that Mvine shall be entitled to rely upon the accuracy and completeness of such information in performing the Services. To the fullest extent permitted by law, Mvine shall not be liable to you



for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry.

(v) You acknowledge that when your personnel are to work with Mvine, your failure to assign personnel who have skills commensurate with their role in connection with the Services could adversely affect our ability to perform the Services.

(vi) You shall not, directly or indirectly, solicit the employment of any of Mvine's directors or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 6 months following their completion or following termination of the Services Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our directors or employees, as the case may be, who may respond to any such campaign or who contacts you on his or her own initiative without any direct or indirect solicitation from you.

3. PAYMENT TERMS

(i) Mvine shall render invoices in respect of the Services comprising fees, expenses, incidental expenses and VAT thereon (where appropriate), plus any overseas taxes that might be payable thereon or deductible therefrom ("our Charges"). Details of our Charges and any special payment terms shall be set out in the relevant Schedule to which the Services being invoiced relate to.

(ii) In return for the delivery of the Services, you shall pay our Charges (without any deduction whether by way of set-off, counterclaim or otherwise (unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you)), within the payment terms specified in the Schedules to which the Services being invoiced relate to.

(iii) Without limiting its rights or remedies, Mvine reserve the right to suspend or terminate Services for your failure to make timely payment. Mvine may charge interest on any outstanding balances from the due date until the date of payment at a rate of 4% per annum over the base rate of Barclays Bank Plc from time to time in force (this rate applying after as well as before any court award or judgement in our favour in respect of outstanding balances).

(iv) If this Agreement is terminated or suspended for any reason, Mvine shall be entitled to payment for reasonable expenses incurred to that time and to payment of fees on a time and materials basis for work done



and incidental expenses, plus VAT thereon (where appropriate). Mvine fees for work done shall in this event be calculated by reference to our standard hourly rates in force at the time of performance of our work.

(v) Mvine reserves the right to charge you additional fees and for extra costs we may incur as a result of any failure by you to comply with your obligations under this Agreement at our standard hourly rates in force at the time that such additional fees and costs are incurred. To the extent that your failure to perform your obligations interferes with our ability to perform the Services, milestone dates, if any, shall be accordingly adjusted and for fixed fee engagements additional Services provided by Mvine attributable to such failures by you, shall be billed at our standard hourly rates in force at the time of performance of the additional Services.

4. CHANGE CONTROL

(i) Mvine will inform you of the effect on fees and/or the timing of the Services that will result from changes requested by either party that affect the scope or duration of the Services or nature of the Deliverables. Neither party shall be bound by any change requested until such change has been accepted in writing by both parties (the "Change Notice"). If the Services are being performed at a fixed price, the additional Services resulting from such change will be billed as set out in the Change Notice, or in the absence of this, on a time and materials basis at the standard hourly rates in force at the time of performance of the additional Services. Where you ask us to prepare a Change Notice, Mvine may charge to you the cost of scoping and preparing of the Change Notice. Mvine will notify you of any such Charges in advance. In the event that any Change Notice is not agreed, the Services shall continue to be provided as if such Change had not been proposed.

5. OWNERSHIP

(i) Subject to clauses (ii) to (iv) below, you shall acquire ownership of the physical materials comprised in the Deliverables in their tangible form upon full and final payment of our Charges or, where different Deliverables are identified and individually priced in the Schedules, the relevant part of our Charges relating to the Deliverable in question. Each party shall retain ownership of its copyright and intellectual property rights in the Deliverables, whether tangible or intangible, and ownership of their working papers.

(ii) Mvine shall grant you, upon full and final payment of our Charges, a royalty free, worldwide, non-assignable, perpetual non-exclusive, non-sublicensable licence to use the Deliverables for the purpose of this Agreement. To the extent that any Mvine Information, as defined below, is incorporated into the Deliverables, we shall grant you, upon full and final payment of our Charges, a royalty free, worldwide, non-assignable, perpetual non-exclusive, non-sublicensable licence to use such Mvine Information solely as part of the Deliverables. You shall not disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify or transfer any Mvine Information to a subsidiary, affiliate or third party without Mvine's prior written consent except as otherwise permitted above.



(iii) To the extent that any third party owned materials are incorporated into the Deliverables, Mvine shall use our reasonable endeavours to procure the grant to you, upon full and final payment of our Charges, of a royalty free, non-exclusive licence to use such third party owned materials solely as part of the Deliverables, solely to the extent necessary to benefit from the licence to use the Deliverables granted in clause (ii) above.

(iv) You acknowledge that Mvine provide consulting and development services to other clients, and agree that nothing in this Agreement shall be deemed or construed to prevent Mvine from carrying on such business. In particular you agree that, notwithstanding anything to the contrary in this Agreement: (a) Mvine shall have the right to retain a copy of each of the Deliverables in the form as provided to you or by way of electronic copy for our records; (b) as part of the provision of our Services, Mvine may utilise Mvine proprietary works which have not been created specifically for you, including without limitation software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data and any derivatives thereof, which have been originated, developed or purchased by us or on our behalf (all of the foregoing collectively "[SUPPLIER] Information"); and (c) [SUPPLIER] Information and our administrative communications, records, files and working papers relating to the Services shall remain our sole and exclusive property.