

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

Company: Informist Ltd.

Client: You

Services: The IT support, software development, hosting, consulting, or hardware management provided.

Agreement: Includes these Terms, the Statement of Work (SOW), and any schedules.

2. SERVICES AND STATEMENTS OF WORK

2.1. SOW Requirement:

All specific deliverables, timelines, and costs will be detailed in an individual Statement of Work signed by both parties.

2.2. Scope Changes:

Any changes to the scope of work must be agreed upon in writing and may incur extra fees.

2.3. Client Cooperation:

The Client must provide timely access to systems, data, and personnel necessary for the Company to perform the Services.

3. FEES, INVOICING, AND PAYMENT

3.1. Payment Terms:

Invoices are issued monthly or upon milestone completion and are payable within thirty (30) days from the invoice date.

3.2. Late Payments:

Late payments will incur interest at a rate of 1.5% per month or the maximum rate permitted by law.

3.3. Taxes:

All fees exclude applicable value-added, sales, or use taxes, which are the responsibility of the Client.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Pre-existing IP:

Each party retains ownership of all intellectual property owned prior to the start of this Agreement.

4.2. Deliverables:

Upon full and final payment, the Company grants the Client a non-exclusive, non-transferable licence to use the deliverables for internal business operations.

4.3. Open Source:

Services may include open-source components governed by their respective third-party licences.

5. CONFIDENTIALITY

5.1. Non-Disclosure:

Both parties agree to keep all non-public information, source code, business strategies, and client data strictly confidential.

5.2. Exceptions:

Confidentiality obligations do not apply to information that is already public knowledge through no fault of the receiving party.

6. WARRANTIES AND LIMITATION OF LIABILITY

6.1. Service Warranty:

The Company warrants that Services will be performed professionally and in accordance with standard industry practices.

6.2. No Guarantee:

The Company does not guarantee that software or IT systems will be completely error-free or uninterrupted.

6.3. Liability Cap:

To the maximum extent permitted by law, the Company's total liability for any claim under this Agreement is limited to the total fees paid by the Client in the six (6) months prior to

the incident.

6.4. Consequential Damages:

Neither party is liable for lost profits, loss of data, or indirect economic damages.

7. TERM AND TERMINATION

7.1. Termination for Convenience:

Either party may terminate this Agreement by giving sixty (60) days written notice.

7.2. Termination for Cause:

Either party may terminate immediately if the other party breaches a material term and fails to cure it within fourteen (14) days of written notice.

7.3. Post-Termination:

The Client must pay for all work completed up to the effective termination date.

8. DATA PROTECTION AND SECURITY

8.1. Compliance:

Both parties will comply with applicable data protection legislation (e.g., GDPR, UK Data Protection Act).

8.2. Security Measures:

The Company will implement reasonable administrative and technical safeguards to protect Client data.

9. GOVERNING LAW AND JURISDICTION

9.1. Jurisdiction:

This Agreement is governed by and construed in accordance with the laws of England and Wales.

9.2. Dispute Resolution:

Any disputes will be subject to the exclusive jurisdiction of the courts located in London, United Kingdom.