

**QUOTATION FORM AND TERMS & CONDITIONS FOR THE SALE OF IDOX**

**DELIVERABLES**

**This Quotation contains the Supplier’s terms and conditions for the provision of Deliverables, and when accepted by the Customer forms the contract between the parties.**

<b>Idox Quotation Reference</b>	23.61792
<b>Date of Issue:</b>	07/06/2024
<b>Supplier:</b>	Idox Software Ltd ('Idox'), Unit 5, Woking 8, Forsyth Road, Woking, Surrey, United Kingdom, GU21 5SB with company number 02933889
<b>Idox Contact:</b>	Rachel Emmett-Renaud (Account Manager) – Sinead Mulcair (Account Support)
<b>Customer Name &amp; Address:</b>	Derbyshire Dales District Council
<b>Customer Contact:</b>	Kristen O’Gorman
<b>Term</b>	<b>Commencement Date:</b> Date of issue of purchase order <b>Expiry Date:</b> 12 months from the date of issue of purchase order
<b>Extension</b>	Any extension to the above quoted term shall be agreed by both parties in writing.
<b>Variation to the Agreement:</b>	N/A

## Summary of Quotation

The following Deliverables have been identified as required under this Quotation:

*Quotation for the provision of the following deliverables:*

- PA 3.6 Upgrade – Live and Test, Existing Servers
- Installation of Test PA on a Test Server

*All work will be completed remotely in normal working hours.*

Description of Deliverables	Units	Unit Price	Total over term	Payment Profile
PA 3.5 Upgrade – Live and Test	1	£6,050.00	£6,050.00	100% On Order
PA Installation – Test	1	£3,850.00	£3,850.00	100% On Order
Project Management	1.5	£1,100.00	£1,650.00	100% On Order
Order Total:			£11,550.00	

By accepting this Quotation, you are committing to purchase the Deliverables from Idox. Where applicable:

- Software licenses are offered for the Term of the agreement;
- if no other payment profile is detailed above, Support & Maintenance services are billed annually in advance from the earlier of the Software installation date or the date the Software licence is issued.

#### Additional Information:

1. The prices in this Quotation exclude VAT and are valid for 30 days from the date set out above.
2. If this Quotation provides for deferred payments and the Quotation is accepted; if for any reason whatsoever the agreement is terminated before all payments have been made, any outstanding amount pertaining to Deliverables shall become immediately due and payable by the Customer.
3. The terms and conditions below will apply to any purchase orders raised in response to this Quotation.
4. Annual payments are subject to index-related increases each year during the Term (including any extensions) on each anniversary of the relevant Commencement Date. Please ensure that all purchase orders are made out to Supplier's name.

#### SUPPLIER'S TERMS AND CONDITIONS

1. The Software, Support & Maintenance and Professional Services, and any Goods/Hardware 'Deliverables') are provided to you in accordance with the terms and conditions below.
2. These terms shall apply to the exclusion of all other terms set out in any other document (including without limitation any terms which are purported to apply set out in any purchase order, confirmation of order or specification). If there is a conflict between existing terms and those in this Quotation, this Quotation shall prevail.
3. All charges for Deliverables pursuant to this Quotation shall be due and payable within 30 days of receipt by you of an invoice. Your purchase order process does not form part of this contractual agreement and is not a valid cause for any delay in payment.

#### 4. SOFTWARE

If you are taking delivery of any Software from Idox the following additional terms shall apply:

- 4.1 All intellectual property rights in the Software and/or arising from any Deliverables provided are and shall remain the property of Idox.
- 4.2 On delivery of the Software to you, Idox grant you a non-exclusive, non-transferable licence to use the Software and the documentation for the number of named users as set out in the Quotation for the period specified therein. Where no specific term for the licences is specified in the Quotation, then the licences will expire on termination of the Term.
- 4.3 Idox warrants that for a period of 30 days from delivery (unless otherwise agreed between us) the Software will perform in accordance with the agreed specification.

- 4.4 Unless otherwise stated, prices provided in respect of Software, are for the Software Licence for the Term only and exclude installation, implementation, training and consultancy services which, unless otherwise agreed in this Quotation, will be charged at Idox's prevailing rates on a time and materials basis. Please contact your account manager for a quote.
- 4.5 Where annual Support & Maintenance Services are not taken, Support & Maintenance Services will be provided, at customer's request, on a time and materials basis at Idox's prevailing rate.
5. If the Software being delivered to you includes any third-party intellectual property (Third Party Programs), the following additional terms shall apply:
- 5.1 Third Party Programs are licensed pursuant to the relevant proprietor's licence terms which can be supplied to you on request.
- 5.2 All Intellectual property rights in the Third-Party Programs vest in the relevant third-party proprietor.
- 5.3 Support and maintenance for Third Party Programs will be provided directly by the relevant Third-Party Program proprietor on its standard support terms.
- 6. GOODS/ HARDWARE**
- 6.1 Idox warrants that the Goods are of satisfactory quality and at the date of delivery will be free from defects in design, material and workmanship and will remain so for 12 months after delivery. This warranty will not apply if the defect arises because of (i) failure to follow the Supplier's oral or written instructions as to the storage, installation, use and/or maintenance of the Goods or (if there are none) good trade practice regarding the same; or (ii) if you attempt to alter or repair such Goods without Idox's written consent; or (iii) if the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 6.2 Idox's sole and exclusive obligation for warranty claims made within the period set out in clause 6.1 shall be to make the product operate as warranted. No warranty remedies apply to warranty claims not made within the applicable warranty period.
- 6.3 Idox's liability in relation to defects in the Goods arising from a defect in a part which was not manufactured by Idox shall be limited to the level, terms and actual recovery under any warranty that Idox has obtained from the third party that manufactured the defective part(s) of the Goods.
- 6.4 You shall provide all necessary delivery and location instructions and documents. If you fail to take or accept delivery of the Goods as agreed, delivery of the Goods shall be deemed to have been completed at 09:00 a.m. on the third business day after the day on which Idox notified you that the Goods were ready for delivery.
- 6.5 Risk in the Goods will pass to you on delivery or deemed delivery of such Goods. Title to the Goods shall pass to you once Idox has received full payment (clear funds) for such Goods.
7. Both parties shall use reasonable endeavours to meet any timescales in an agreed project plan.
8. In relation to the Deliverables set out in the Quotation, Idox total aggregate liability for loss in respect of defaults (other than for death or personal injury caused by its negligence or deceit or fraudulent misrepresentation) shall in no event exceed 100% of the aggregate amount of the Quotation, which had been paid at the date of the liability arising.

9. IDOX HEREBY EXCLUDE ALL LIABILITY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES.

10. The contract Term is a fixed term and may not be terminated on notice before the Expiry Date.

#### 11. **SERVICES**

11.1 Subject to clause 11.2, Idox will use reasonable endeavours to accommodate rescheduling of Professional Services at your request. However if you reschedule or cancel delivery of previously booked training or consultancy days with less than twenty-one (21) working days' notice, Idox will be entitled to charge in full for each delivery day for which such twenty one (21) days' notice has not been provided but not exceeding the total price of the Services booked.

11.2 If you cancel Professional Services at any time where Idox has booked travel expenses or other reasonable expenses which are non-refundable, you will still be liable to pay the cost of such travel or other expenses.

12. Idox warrants that any services will be performed with all reasonable skill and care and shall conform to general software industry standards. In the event of any breach of this warranty, Idox shall upon receipt of notice of such breach from you reperform the relevant services so as to comply with the warranty above as soon as reasonably practicable, but in any event within 30 days of notification from you. If correctly undertaken, the reperformance of any services shall be your sole remedy for breach of the above warranty.

13. Except as expressly stated in the Quotation, all other warranties and conditions, whether express or implied, by statute, common law or otherwise, are expressly excluded to the extent permitted by law.

14. If Idox is providing Professional Services to you the following conditions shall apply in respect of block bookings:

14.1 Where a block booking for a number of days consultancy services is made such days must be utilised within 12 months of the date of the relevant purchase order.

14.2 At Idox's sole discretion, in the event that not all days are utilised, a number of unused days may be carried forward for a further 12-month period conditional upon a new block booking being made prior to expiry of the initial 12-month period.

14.3 Any days not utilised and not carried forward shall be lost.

14.4 Delivery of Professional Services pursuant to a block booking is subject to reasonable advance notice and specific days to be agreed between the parties.

15. Support and Maintenance services detailed in this Quotation will be provided in accordance with the Idox service level agreement ("SLA") in use at the time of the services being provided, a copy of which is available from your account manager. The parties agree that, in order to continually improve the level of Support and Maintenance, from time to time, the Supplier may update the SLA to better manage its human and technical resources. The Supplier shall communicate such changes to you in advance and provide a copy of the updated document upon request.

#### 16. **DISCLAIMER**

16.1 All Deliverables, including any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge, are provided on an 'AS IS' basis.

16.2 We disclaim any and all warranties not expressly stated in this agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality

and fitness for a particular purpose of the Deliverables. You are solely responsible for the suitability of the services chosen.

## 17. DATA PROTECTION

- 17.1 All defined terms referred to in this clause 18 shall be as defined in the Data Processing Addendum. This clause 18 is relevant only to the extent that the Data Protection Legislation is applicable.
- 17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is determined by the Customer and may not be determined by the Supplier. The scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject shall be set out in (1) the Data Processing Addendum available here: <https://www.idoxgroup.com/wp-content/uploads/2022/06/Data-processing-Addendum.pdf>, or (2) this agreement. This Clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.