



## General Terms and Conditions

## **1. Definitions:**

a. "Client" refers to the entity or individual receiving IT software solutions and/or consultancy services – you as a Customer. b. "Service Provider" refers to the entity or individual providing IT software solutions and consultancy services – we in ONE Solution Group. c. "Consulting" refer to the IT software/solutions related consultancy services provided by the Service Provider. d. "Software" refers to any software delivered to the project or developed during the project. e. "Service" refers to advisory, consulting services and solutions delivered as ONE Solution as a Service and refers to delivered, integrated and supporting solutions provided to the Client, including ongoing maintenance or support.

## **2. Scope of Service:**

a. The Service Provider will provide IT software solutions, Consulting, and Solution as a Service as specified in the mutually agreed-upon proposal or agreement. b. The parties will define the project scope, timelines, deliverables, and any other relevant terms in a separate document or agreement.

## **3. Fees and Payment**

a. The Client will pay the Service Provider the agreed-upon fees for the Services as specified in the proposal or agreement. b. Payment terms, including billing cycles and methods of payment, will be defined in the proposal or agreement. c. Late payment may result in penalties or interest charges as specified in the agreement.

## **4. Intellectual Property Ownership**

a. The Client acknowledges and agrees that all intellectual property, including software code, developed during the provision of the Services will be owned exclusively by the Service Provider. b. The Client will have a non-exclusive, non-transferable license to use the software and IP solely for the purposes outlined in the project scope or as otherwise agreed upon in writing.

## **5. Deliverables**

a. Software: Any software delivered to the Client will be accompanied by a license agreement specifying the terms of use and any applicable maintenance, support agreements or service where applicable. b. Consulting: The consulting services will be documented and may include written reports, recommendations, or other deliverables as agreed upon in the project scope. c. Solution as a Service: The Solution as a Service will be provided as described in the project scope, including any ongoing maintenance, support, and service level agreements.

## **6. Confidentiality:**

a. Both parties agree to keep all project-related information and data confidential. b. The Service Provider may use subcontractors or third-party providers only after obtaining the written consent of the Client.

## **7. Termination:**

a. Either party may terminate this agreement with written notice, specifying the reason for termination. b. In case of termination, the Client will pay for the Services rendered up to the termination date.

## **8. Liability**

a. The Service Provider is not liable for any loss, damage, or expenses incurred by the Client unless resulting directly from the Service Provider's negligence. b. The total liability of the Service Provider is limited to the total fees paid by the Client. Further requirements for different types of insurance will can be agreed on a contract-to-contract basis.

## **9. Governing Law**

a. This agreement will be governed by and interpreted in accordance with the laws where the contract is signed, without regard to its conflict of law principles.

## **10. Entire Agreement**

a. This document constitutes the entire agreement between the parties and supersedes all prior discussions and agreements.

## **11. Amendments:**

a. Any amendments to this agreement must be made in writing and signed by both parties.

## **12. Miscellaneous**

a. Any notices required under this agreement shall be delivered to the addresses specified in the agreement. b. The headings in this agreement are for reference only and do not affect its interpretation.

By accepting and signing this agreement, the parties acknowledge that they have read, understood, and agreed to all its terms and conditions.