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Simoda, The Maltings,
81 Burton Road, Sheffield, S3 8BZ

Simoda Limited - Terms and Conditions for Services

1. About These Terms

These Terms and Conditions for Services ("Service Terms") apply to the provision of professional, managed, consultancy, support and related services ("Services") by Simoda Limited ("Simoda", "we", "us") to its customers ("you" or "Customer").

These Service Terms are made available for information purposes when you are considering engaging Simoda.

Where Services are formally agreed, they will be governed by:

- a Master Services Agreement ("MSA"); and
- one or more Statements of Work ("SOWs").

In the event of any conflict, the MSA and SOW shall prevail.

2. Company Details

Simoda Limited is a company incorporated in England and Wales (company number 11917151) with its registered office at:

The Maltings, 81 Burton Road, Sheffield, S3 8BZ, U.K.

3. Scope of Services

Simoda provides technology, managed IT, consultancy, support, and related professional services as agreed in writing with you.

The specific scope, deliverables, service levels, timescales and pricing for Services will be set out in an applicable Statement of Work agreed between the parties.

4. Customer Responsibilities

You agree to:

- provide accurate, complete and timely information reasonably required for Simoda to deliver the services;
- ensure that authorised users comply with applicable terms;
- remain responsible for the use of the Services under your control, including use by any third parties you authorise;
- take reasonable measures to ensure your use of the Services does not adversely affect shared infrastructure or other customers.

5. Service Delivery

Simoda will:

- provide the Services with reasonable care, skill and diligence;
- deliver the Services in accordance with the agreed SOW and any service level arrangements specified therein;
- use suitably qualified personnel to perform the Services.

6. Fees and Payment

Fees for Services will be set out in the relevant SOW or proposal.
Unless otherwise agreed in writing:

- invoices are payable within the timeframe stated on the invoice;
- late payments may result in suspension of Services.

7. Intellectual Property

Unless otherwise stated in the SOW:

- each party retains ownership of its pre-existing intellectual property;
- intellectual property created specifically for you as part of the Services will be treated in accordance with the MSA.

Nothing in these Service Terms transfers ownership of intellectual property except as expressly agreed in writing.

8. Confidentiality

Each party agrees to keep confidential any information disclosed by the other that is marked or reasonably understood to be confidential and to use such information solely for the purpose of delivering or receiving the Services.

9. Data Protection

Where Services involve the processing of personal data, the parties will comply with applicable data protection legislation, including UK GDPR, and enter into appropriate data processing terms where required.

10. Limitation of Liability

Any limitations or exclusions of liability relating to the Services are governed by the MSA once in place.

Nothing in these Service Terms excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be excluded.

11. Termination

Prior to entering into an MSA, either party may cease discussions at any time without liability. Termination rights for contracted Services are governed by the MSA and applicable SOW.

12. Third-Party Services

Where third-party products or services form part of the Services, additional third-party terms may apply. These will be notified to you where relevant.

13. Governing Law

These Service Terms, and any dispute or claim arising from them, are governed by and construed in accordance with the laws of England and Wales, with the courts of England and Wales having exclusive jurisdiction.

14. Contact

If you have any questions about these Service Terms or Simoda's Services, please contact:

Email: info@simoda.co.uk

Website: https://www.simoda.co.uk

Date: 25th February 2026

Next Revision Date: 25th February 2027

Prepared by Simoda Limited. 2026.