Simform Terms and Conditions of Sale

SIMFORM

1 About these Terms

1.1 Who we are. These Terms and Conditions of Sale ("Terms") are issued by Simform Software Private Limited and its affiliates (together, "Simform", "we", "us"). The Simform entity you contract with is set out in your SOW or MSA.

1.2 What these Terms cover. These Terms apply when you ("Customer", "you") buy from Simform:

- **Professional services,** such as software engineering, AI and data engineering, cloud and DevOps, migration, consulting, assessments and managed services ("Services")
- **Third-party products,** such as cloud subscriptions and software licenses that Simform resells, including Microsoft products under the Cloud Solution Provider (CSP) program ("Third-Party Products")

1.3 Order of precedence. If documents conflict, they apply in this order:

- A signed Statement of Work (SOW), order form, Change Request or SOW amendment, for the services it covers
- A signed Master Services Agreement (MSA) between you and Simform
- These Terms
- Any other terms Simform gives you at the time of purchase
- Where additional services are agreed in writing, including by email, without a signed SOW, those written confirmations form part of the engagement.

1.4 Acceptance. You accept these Terms by signing an SOW or order form that refers to them, or by using the Services or Third-Party Products.

2 | Engagement and Statements of Work

2.1 SOW. Each engagement is described in an SOW or order form. It sets out the scope, deliverables, engagement model (fixed price, time and materials, or dedicated team), timeline, assumptions, dependencies, acceptance criteria and fees ("Scope").
2.2 Kickoff. Work starts once the SOW is signed and any pre-project dependencies in the Scope are met. The kickoff must take place within **sixty (60) days** of the SOW being signed, unless agreed otherwise in writing.
2.3 Project manager. Simform will appoint a project or engagement manager as your main point of contact. We may replace that person or other team members, giving you reasonable notice and keeping continuity in the work.
2.4 Subcontractors. Simform may use affiliates or subcontractors to perform the Services. We remain responsible for their work as if it were our own.

3 | Delivery

3.1 Delivery location. Services are delivered remotely from Simform's delivery centers unless the Scope says otherwise. Onsite work must be agreed in advance, and approved travel expenses are billed to you (section 5.4).
3.2 Working hours and language. Services are performed during Simform's normal business hours, with overlap hours agreed in the Scope. Services are delivered in English unless agreed otherwise.

3.3 Change Requests and approvals. Any change to the scope, services, delivery model, service levels, deliverables, pricing or responsibilities needs the written agreement of both Parties. That agreement is recorded through a Change Request, an approved time and materials request, an amendment to the SOW or a separate SOW. Simform will not start out-of-scope or chargeable work, production changes or remediation until it has your prior written approval.

3.4 Acceptance. Where the Scope includes acceptance criteria, you will test each deliverable and either accept it or give written notice of any material nonconformity within **twelve (12) business days of delivery, or another period agreed by the parties.** Your notice must describe each nonconformity in enough detail for us to reproduce and fix it. A deliverable is deemed accepted if you do not give notice within that period, or if you use it in production.

3.5 Completion. The Services are complete when all deliverables are accepted or deemed accepted, or, for time and materials or dedicated team engagements, when the agreed term ends.

4 Your Responsibilities

4.1 Dependencies and assumptions. You will complete the dependencies listed in the Scope on time, and provide requested information, access and decisions within **the timeframes decided during discovery**. If an assumption in the Scope is incorrect, you will tell us before signing the SOW, or as soon as you find out.

4.2 Primary contact. You will name a primary contact with authority to make decisions, and tell us in writing if that person changes.

4.3 Access and resources. You will give our team timely access to the systems, environments, accounts, data and people needed to perform the Services. For cloud services, you will grant and maintain delegated access through Azure Lighthouse, GDAP, Azure RBAC, Partner Center or another approved mechanism, on a least privilege basis.

Your Conditional Access, MFA, firewall and security policies must allow us to perform the Services, and all privileged administrator accounts in your tenant must use multi-factor authentication. Where access is limited or withheld, the affected services and service levels are limited accordingly. You are responsible for backing up your data and systems before we start work.

4.4 Changes to your environment. You will tell us in advance about any material change to your environment that may affect the Scope. Such changes may require a Change Request.

4.5 Effect of delays. If you do not meet these responsibilities, Simform is not liable for any resulting delay. We may adjust the timeline and fees through a Change Request. If delays continue for more than thirty (30) days, we may suspend or terminate the Services under section 10 after giving you written warning. Any applicable service levels (SLAs) will also be affected for the period of the delay.

4.6 Equipment and licenses. Simform provides the standard equipment, tools and development environments our team needs. You are responsible for any equipment, environments or servers specific to your project, such as staging, testing, demo or production environments. You are also responsible for the hosting and distribution licenses, and any third-party licenses, APIs or SDKs, needed for the software we build for you.

5 Fees, Invoicing and Payment

5.1 Fees. You will pay the fees in the SOW or order form, plus any fees under approved Change Requests and approved expenses. Fees may be adjusted periodically as set out in your MSA or SOW.

5.2 Invoicing. Unless the SOW says otherwise, we invoice as follows:

Engagement model	When we invoice
Fixed price	By milestone, as set out in the SOW
Time and materials	Monthly in arrears, based on hours or days worked
Dedicated team	Monthly in advanc
Third-Party Products	As set out in section 6.4

5.3 Payment terms. Invoices are due within the period stated in the applicable SOW. For Azure CSP services, invoices are due within seven (7) calendar days of the invoice date. Where the SOW states no period, invoices are due **within thirty (30) days** of the invoice date. Payments are made in the currency stated in the SOW (USD, CAD, GBP or EUR) by ACH, wire transfer or another method agreed in writing. Payments are made without setoff or deduction. If you dispute an invoice in good faith, you must pay it on time and send us a written dispute notice with a detailed explanation by the due date. We will respond within ten (10) calendar days and refund any accepted amount within thirty (30) days. Dispute notices sent more than **fifteen (15) days** after the invoice date will not be considered.

5.4 Expenses. We will get your approval before incurring travel or other reimbursable expenses, and bill them at cost.
5.5 Late payment. We may charge interest on the past due amount at the rate of **1% per month, calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law**. If any invoice is more than 30 days overdue, we may suspend the Services after giving you written notice. For Microsoft offerings, unless the SOW states otherwise, you have a grace period of twelve (12) days after the due date, after which we may suspend those offerings.
If Azure services are suspended for non-payment and the non-payment is not resolved, Microsoft may permanently delete the affected subscriptions, resources and data after its retention period, which may be up to ninety (90) days. You remain responsible for all charges incurred before and during any suspension. Simform is not responsible for service disruption or business impact caused by a suspension made under this section.
You will reimburse Simform for reasonable costs of collecting late payments, including legal fees, court costs and collection agency fees.
5.6 Taxes. Fees exclude taxes. You are responsible for all applicable sales, use, VAT, GST, withholding and similar taxes, except taxes on Simform's income. If withholding tax applies, you will gross up the payment so we receive the full invoiced amount.

6 | Third-Party Products and Cloud Subscriptions

6.1 Vendor terms. Each Third-Party Product is subject to its vendor's own end-user terms. For Microsoft products, you must accept the Microsoft Customer Agreement before Simform provisions any tenant or subscription. Simform will not provision any Third-Party Product until you have accepted the vendor's terms and signed an MSA or SOW with us.

You keep full ownership and control of your Azure tenant, subscriptions, workloads and data at all times. Moving to Simform as your CSP partner changes the commercial, billing and support relationship, not where your workloads run.

6.2 Customer verification. Before provisioning, we verify every customer, which may include business verification and credit checks. We may refuse or suspend an order if verification is not completed, or if we reasonably suspect fraud, misuse or a breach of law.

6.3 Term and renewal. Each subscription runs for the term on your order, such as monthly, annual or multi-year. It renews automatically unless you cancel before the renewal date.

6.4 Orders, pricing and billing. Each purchase of Microsoft licenses or other Third-Party Products needs your written approval, by quote, order form, email confirmation or SOW amendment. The approval states the product, quantity, unit price, any discount, commitment term, billing frequency and cancellation terms. Usage based products, such as Microsoft Azure, are billed monthly in arrears on one consolidated invoice with a usage report or billing summary. Any discount in the SOW applies only to eligible consumption, and does not apply to Azure Savings Plans or Reserved Instances unless the SOW says so. We will pass on vendor price changes at renewal, or earlier if the vendor requires it, with as much notice as we receive.

6.5 Cancellations. You may cancel or reduce subscriptions only as the vendor allows. For Microsoft products, Microsoft's new commerce cancellation policy applies, including its cancellation windows and refund rules for each product type.

After the applicable window closes, you are committed for the full term, and fees for that term are non refundable, whether or not the licenses continue to be used. Simform will not absorb license charges you have committed to or approved. If Microsoft changes these windows, Microsoft's policy in force at the time of the order applies.

6.6 Microsoft and vendor dependencies. These Terms do not change Microsoft's service terms, Azure service level agreements, the Microsoft Customer Agreement or other vendor terms. The vendor, not Simform, is responsible for the performance, availability and security of its products, and Simform makes no uptime or availability commitment for them. Where an issue needs Microsoft or vendor support, Simform will coordinate the escalation, but response and resolution times depend on the vendor and are outside Simform's control. Any warranty for Third-Party Products is provided by the vendor under its own terms.

7 Intellectual Property

7.1 Pre-existing IP. Each party keeps ownership of its intellectual property that existed before the SOW, or was developed independently of it, along with any improvements to it ("Pre-existing IP"). Simform's Pre-existing IP includes our tools, frameworks, accelerators, code libraries, templates and know-how.

7.2 Work Product. Documentation, source code, designs and other deliverables created specifically for you under an SOW ("Work Product") are created as work made for hire. Once you have paid all fees and expenses for that Work Product in full, you own it.

Where any Work Product is not work made for hire, Simform assigns its rights in it to you on full payment. Work Product does not include Simform's Pre-existing IP, general know-how, or generic or reusable components, architectures, tools and libraries ("General Materials"), or third-party code, which stays with its owners.

7.3 License to Simform materials. Where Deliverables include Simform's Pre-existing IP, we grant you a non exclusive, perpetual, worldwide, royalty-free license to use it as part of those Deliverables for your internal business purposes.

7.4 Third-party and open-source components. Deliverables may include third-party or open-source components. These are licensed to you under their own license terms, which we will identify on request.

7.5 Your materials. You keep ownership of your data and materials. You grant Simform a limited license to use them only to perform the Services.

7.6 No exclusivity. Nothing in these Terms prevents Simform from providing similar services to other customers, or from using General Materials on other projects, provided we do not use your Confidential Information or Work Product assigned to you. If you give Simform feedback on the Services, Simform may use that feedback freely, excluding your own materials.

8 | Confidentiality, Data Protection, Security and AI

8.1 Confidentiality. Each party will protect the other's non-public business, technical and financial information ("Confidential Information") with at least reasonable care. It will use that information only for the engagement and share it only with personnel and subcontractors who need it and are bound by similar obligations. This does not apply to information that is public through no fault of the receiving party, already known to it, independently developed, or lawfully received from a third party.

Disclosure required by law is allowed, with prompt notice to the other party where lawful. These obligations last for **two (2) years from the date of disclosure**. On request, or when the engagement ends, each party will return or destroy the other's Confidential Information.

8.2 Personal data. Each party will comply with applicable data protection laws. Where Simform processes personal data on your behalf, we will do so only on your documented instructions under a Data Processing Agreement (DPA). Our Privacy Policy governs personal data we process for our own purposes.

8.3 Security. Simform maintains appropriate technical and organizational security measures for the Services. We may require you to follow reasonable security measures, such as multi-factor authentication and least-privilege access, for any access we have to your environment. Where we hold delegated administrative access to your cloud environment, we use it only to perform the Services or manage your Third-Party Products.

8.4 Use of AI. Simform may use AI tools, including third-party AI services, to help deliver the Services. Our personnel review AI-generated output before it forms a material part of a Deliverable. We will not use your Confidential Information to train third-party AI models. Our warranties apply to Deliverables as a whole, not separately to AI-generated output. You should verify AI assisted outputs before relying on them for significant financial, legal or other high-risk decisions.

9 Warranties, Disclaimers and Limitation of Liability

9.1 Simform warranty. Simform will perform the Services and create the Work Product with reasonable care, skill and diligence, in line with generally accepted industry practices. Simform does not guarantee that any particular person will remain assigned to your engagement, and replacing team members is not a breach of these Terms.

9.2 Your warranty. You confirm that you have the rights, consents and licenses needed for Simform to use any data, systems and materials you provide.

9.3 Disclaimer. Except as stated in section 9.1, Simform makes no other warranties, express or implied. That includes warranties of merchantability, fitness for a particular purpose and non-infringement. We do not guarantee that the Services or Deliverables will be error-free or uninterrupted, or that they will achieve particular business results.

9.4 Indemnification. Simform will indemnify you against third-party claims that Work Product we provide infringes that third party's intellectual property rights, or that arise from Simform's misconduct or gross negligence. You will indemnify Simform against claims arising from a material breach of your warranties, or from your gross negligence or default.

9.5 Limitation of liability. To the extent permitted by law:

- Neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue, business or data, even if advised of the possibility.
- Each party's total liability is limited to the fees paid for the services giving rise to the claim in the **three (3) months** before the event giving rise to the claim.
- These limits do not apply to liability that cannot be limited by law, such as liability for fraud, or death or personal injury caused by negligence. They also do not apply to a party's breach of its confidentiality obligations, or to your obligation to pay fees due.

10 | Term, Termination and Suspension

10.1 Term. These Terms apply to each SOW or order until the Services are complete and all Third-Party Product subscriptions under it have ended. Provisions that by their nature should survive will continue to apply after that.

10.2 Termination for convenience. Either party may terminate the MSA and all active SOWs, with or without cause, by giving thirty (30) days' written notice.

10.3 Termination for breach. Either party may terminate an SOW if the other materially breaches it and does not cure the breach within **thirty (30) days** of written notice, unless the MSA or SOW states otherwise.

10.4 Termination for insolvency. Either party may terminate immediately if the other becomes insolvent, enters bankruptcy or receivership, or cannot pay its debts as they fall due.

10.5 Immediate suspension or termination. Simform may suspend or terminate the Services immediately, with written notice, if:

- you use the Services or Third-Party Products for fraudulent or illegal purposes
- you breach section 7 (Intellectual Property) or section 8 (Confidentiality)
- your personnel abuse or harass Simform personnel
- the law or a vendor requires it
- you persistently fail to meet your responsibilities under section 4

10.6 Effect of termination. On termination, you will pay for all Services performed and expenses incurred up to the termination date. You will also pay any non-cancellable commitments for Third-Party Products. Each party will return or destroy the other's Confidential Information on request. Sections 5, 7, 8, 9, 10.6, 12 and 14 survive termination.

10.7 Transition to another provider. On termination, you are responsible for moving to another CSP partner or Microsoft billing model. Simform will provide reasonable cooperation, subject to payment of all outstanding invoices and Microsoft's transfer requirements. Any migration, reconfiguration or extra effort needed for that move is your responsibility and may be charged separately with your prior approval. Simform is not responsible for your subscriptions, licenses or workloads after the termination date unless agreed in writing.

11 Compliance with Laws

11.1 Anti-bribery and corruption. Each party will comply with applicable anti-bribery and anti-corruption laws, including the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act. Neither party will offer, give or accept any bribe or improper payment in connection with these Terms.

11.2 Sanctions and export controls. Each party will comply with applicable sanctions and export control laws. You will not use, export or give access to the Services, Deliverables or Third-Party Products in a sanctioned country, or to a sanctioned person or entity.

12 Non-Solicitation

You will not, directly or indirectly, solicit, employ, hire, engage, contract with or otherwise retain the services of any employee, contractor, consultant or other personnel of Simform or its affiliates who is or was assigned to perform Services for you (a "Covered Worker"). This applies during the term of your MSA and for at least two (2) years from its Effective Date. If your MSA or the applicable SOW ends before that two-year period is complete, the restriction continues for a further twelve (12) months from the date it ends.

If your MSA continues beyond two (2) years and you wish to hire or engage a Covered Worker during its term, or within twelve (12) months after it or the applicable SOW ends, you may do so only with Simform's prior written consent and on payment of the conversion fee set out in your MSA. The conversion fee is based on the fees Simform charged you for that Covered Worker, not on that person's salary or compensation. After twelve (12) months from the end of an MSA or SOW that ran for more than two (2) years, no consent or conversion fee is required.

13 | Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, such as natural disasters, war, terrorism, epidemics, government action, or failures of third-party networks or cloud providers. This does not apply to payment obligations. The affected party will notify the other promptly, and the timeline will be extended accordingly.

14 | General

14.1 Assignment. Neither party may assign these Terms or an SOW without the other's written consent. Either party may assign to an affiliate, or to a successor in a merger, acquisition or sale of substantially all its assets, by giving written notice.

14.2 Relationship. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency or employment relationship.

14.3 Publicity. Simform may refer to completed work and its role in it in marketing and other communications. Neither party will use the other's logo or trademarks without prior written consent.

14.4 Entire agreement, severability and waiver. These Terms, together with the documents in section 1.3, are the entire agreement on their subject matter. If any provision is unenforceable, the rest remains in effect. A waiver is valid only if it is in writing, and a delay in exercising a right is not a waiver.

14.5 Changes to these Terms. We may update these Terms by posting a new version on simform.com. Changes apply to SOWs and orders signed after the "Last updated" date, and do not change signed SOWs already in progress.

14.6 Notices and contact. Legal notices must be in writing and sent to the addresses in the SOW. Questions about these Terms can be sent to legal@simform.com.