

Commercial Terms and Conditions

Quote Validity

- By default, all quotes are valid for **14 days** from the date issued unless the issued quote shows a custom validity date.
- After expiry, pricing and availability may change.

Invoicing & Payment

- Professional Services delivery is invoiced on completion of works or agreed milestone(s).
- Payment is due within 30 days from invoice submission (Net 30). Unless otherwise agreed in writing.
- Licensing is Invoiced upfront for the license term unless otherwise stated and provisioning follows receipt of payment only. No exceptions.
- All professional services engagements are charged at a daily rate at the amount specified on the accepted quotation.

Professional Services Delivery Hours

- Professional Services delivery will be carried out between the hours of 09:00 AM and 17:00 PM Monday to Friday AEST unless agreed in writing.
- CloudAxis employees will routinely work outside these hours, but that is at the discretion of CloudAxis and in no way constitutes “normal working hours”.

Late Payments

- Overdue amounts will attract interest at [10% per month] and/or suspension of services with 5 business days' notice. Client remains liable for all fees accrued to date.

Taxes

- All prices exclude GST unless expressly stated. Client is responsible for applicable taxes, duties, and withholdings.

Expenses

- Pre-approved travel and out-of-pocket expenses are billed at cost.

Travel

- All work will be performed remotely unless agreed in writing.

Scope Control

- Anything not expressly listed in **Inclusions** is out of scope.
- Changes require a written **Change Request** with updated fees and timeline.

Client Responsibilities

- Provide timely access, information, and approvals.
- Ensure environments meet prerequisites.
- Maintain adequate backups.
- Delays not caused by CloudAxis may result in schedule and fee adjustments.

Intellectual Property

- Pre-existing IP (CloudAxis or third-party) remains the owner's property.
- Newly created deliverables: on full payment, Client receives a non-exclusive, perpetual license for internal business use. Source code rights, if applicable, are only transferred if expressly agreed.

Third-Party Products

- Third-party software, cloud services, and marketplaces are subject to their own terms and SLAs;
- CloudAxis is not liable for their performance or changes.

Confidentiality

- Both parties will protect each other's Confidential Information and use it solely for the engagement.

Data Protection

- CloudAxis will implement reasonable administrative, technical, and physical safeguards appropriate to the services provided.



Warranties

- Services will be performed with reasonable skill and care.
- Except as required by law, all other warranties are disclaimed.
- Third-party products are provided **“as-is.”**
- Professional services work is guaranteed for 30 days after customer acceptance of deliverables.
- License warranty terms are outlined in a separate document, **“CloudAxis CMS Terms and Conditions”**.

Limitation of Liability

- To the maximum extent permitted by law, CloudAxis' aggregate liability arising out of or related to the related matter is capped at the fees paid by Client to CloudAxis for the associated engagement. Neither party is liable for indirect, incidental, special, or consequential damages, or loss of profits/revenue/data.

Force Majeure

- Neither party is liable for delays/failures due to events beyond reasonable control (e.g., natural disasters, outages, war, strikes).

Subcontracting

- CloudAxis may use qualified subcontractors.
- CloudAxis remains responsible for performance.

Dispute Resolution.

- Parties will escalate and attempt good-faith resolution; if unresolved after 20 business days, either party may seek mediation before litigation.

Entire Agreement

- The quote, together with any attached SOWs and referenced policies/EULAs, terms and conditions, constitutes the entire agreement and supersedes prior proposals.

Severability & Waiver

- If any provision is unenforceable, the remainder remains in effect. Failure to enforce is not a waiver.

