

Terms and Conditions

This Service Agreement ("Agreement") applies to any Statement of Work ("SOW"), project, letter of intent, or similar document executed between Nodes&Layers Ltd. or any of its affiliates ("Provider") and the Client. The Agreement governs the provision of professional services ("Services") or deliverables ("Deliverables") related to software development and consulting for the Media and VFX industry.

Payment Terms

- At the onset of a project, the Client shall remit 25% of the total project value within 21 days of receiving the invoice. Work will commence upon receipt of this payment.
- Monthly invoices will be issued for ongoing projects. For flat bids or completion-based payments, a 50% invoice will be issued at the midpoint, with the remaining balance due upon project completion.
- Nodes&Layers Ltd. retains all rights to the work until full payment is received. Certain products or components may be owned by Nodes&Layers Ltd. and licensed to the Client. Access to source code may be granted for products specifically developed for the Client, with the understanding that the Client may not distribute or sell the code to third parties.
- In case of delayed payment beyond 30 days from the due date, the Client shall be liable to pay interest at the HMRC UK commercial late payment interest rate, currently set at 8% plus the Bank of England base rate.
- The Client agrees to bear any international payment fees incurred during the transfer of funds to Nodes&Layers Ltd. These fees include but are not limited to bank charges, currency conversion fees, and intermediary bank charges.
- Nodes&Layers Ltd. reserves the right to suspend work or terminate the Agreement in the event of non-payment.
- The relationship between Nodes&Layers Ltd. and the Client is that of a service provider and a client. This Agreement does not create a joint partnership, joint venture, agency, or employer-employee relationship between the parties.

Approval Process

- Upon receiving the Services or Deliverable, the Client will have fourteen (14) business days (referred to as the "Acceptance Period") to conduct acceptance tests based on the agreed-upon criteria outlined in the SOW ("Acceptance Criteria").
- If no issues are reported regarding compliance with the Acceptance Criteria during this period, the Deliverables or Services will be considered accepted by the Client.

Confidentiality

Both parties agree to keep confidential any information disclosed by one party to the other, regardless of format, including but not limited to documents, business strategies, source code, software, technical, financial, marketing, customer, or business data, specifications, analyses, designs, drawings, and personnel information. This includes information disclosed by third parties at the direction of the disclosing party and marked as confidential within 15 days of disclosure.

Confidential Information excludes:

- (i) Information that is or becomes publicly known.
- (ii) Information received by the receiving party from a third party without breaching this Agreement.
- (iii) Information already possessed by the receiving party without confidentiality obligations at the time of disclosure.
- (iv) Information permitted for disclosure by the disclosing party in writing.
- (v) Information independently developed by the receiving party without using Confidential Information.
- (vi) Information required to be disclosed by the receiving party pursuant to a court, administrative, or governmental order, provided that the receiving party promptly notifies the disclosing party and provides an opportunity to contest or seek a protective order.

The receiving party agrees not to use any Confidential Information for any purpose except for conducting business with the disclosing party or as otherwise agreed in writing.

Intellectual Property Rights

- The Client shall retain all rights, title, and interest in and to the Deliverables, excluding any Open Source or Third Party code and bundled software, which may include proprietary Tools and libraries developed by Nodes&Layers Ltd.
- Nodes&Layers Ltd. shall grant the Client rights to use the Deliverables upon receipt of full payment. However, ownership rights remain with Nodes&Layers Ltd. until payment is received in full.
- Access to Nodes&Layers Ltd.'s proprietary Tools, which may include but are not limited to software such as ingest and export tools for ShotGrid and NukeTranscoder, is provided to the Client through an annual license as outlined in the Statement of Work (SOW) or Quote.
- Upon termination of the license agreement or cessation of payment of license fees, the Client may retain access to the licensed software, but Nodes&Layers Ltd. assumes no responsibility for its upkeep, maintenance, or functionality.
- It is understood that Nodes&Layers Ltd.'s products may contain third-party code, open-source code, or other components. The Client may use and access these components, and Nodes&Layers Ltd. shall not be held responsible for their performance or maintenance.

Warranties

Both parties agree to disclaim all warranties, whether implied, statutory, or communicated between them, except as expressly stated in this Agreement. This includes but is not limited to implied warranties of merchantability, non-infringement, title, and fitness for a particular purpose.

Limitation of Liability

The parties agree that their total liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the fees paid to Nodes&Layers Ltd. hereunder. Both parties further disclaim any responsibility for indirect, special, consequential, or incidental damages, including but not limited to loss of revenue or business profits, regardless of how such damages are caused or whether the parties were advised of the possibility of such damages. These limitations of liability apply even if the essential purpose of any limited remedy provided in this Agreement fails.

Termination

Either party may terminate this Agreement by providing sixty (60) days' notice to the other party. Additionally, either party may terminate the Agreement immediately if the other party breaches its terms and fails to remedy the breach within 30 days of receiving notice. In the event of termination, Nodes&Layers Ltd. shall be compensated for the Services provided on a pro-rata basis.

Prior to terminating the Agreement for breach, both parties shall actively engage in good faith efforts to resolve any disputes or breaches through mediation or other agreed-upon methods of dispute resolution. If resolution cannot be achieved within the specified timeframe, termination may be pursued as outlined above.

Non-Hire and Non-Solicitation

Throughout the duration of this Agreement and for a period of one (1) year thereafter, neither party shall, directly or indirectly, recruit, solicit, or induce any personnel, employees, contractors, or advisors of the other party to terminate their relationship with said other party without obtaining prior written permission from the other party.

Force Majeure

In the event of circumstances beyond the reasonable control of either party, such as fire, strike, war, civil unrest, terrorist action, government regulations, natural disasters, or other unavoidable causes, neither party shall be held liable for any failure or delay in fulfilling the terms of this Agreement. However, it is important to note that this provision does not exempt either party from their obligation to pay any sums due to the other party.

Subcontracting

Nodes&Layers Ltd. reserves the right to engage its affiliates to provide the services outlined in this Agreement. In the event of subcontracting, any Non-Disclosure Agreement (NDA) executed between Nodes&Layers Ltd. and the Client shall extend to cover the activities of any subcontractors involved.

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of England & Wales. Any disputes, differences, claims, or demands arising under or relating to this Agreement shall be resolved through arbitration under the rules of the International Chamber of Commerce (ICC). Arbitration proceedings shall be conducted in the English language and held in London, England, United Kingdom.

Entire Agreement

- This Agreement represents the entire understanding between the parties regarding its subject matter.
- It cannot be extended, amended, terminated, or replaced except by written agreement between the parties. This Agreement supersedes all prior agreements, whether oral or written, between Nodes&Layers Ltd. and the Client concerning the subject matter herein.
- Any standard terms and conditions found in purchase orders, invoices, or similar documents, whether on a party's website or otherwise, are not applicable.
- There are no intended third-party beneficiaries to this Agreement.
- Each Agreement may be signed in multiple counterparts (including scanned copies), all of which together constitute a single agreement between the parties.

Signatures

For Nodes&Layers Ltd:	Name: Ricardo Musch	Title: Director
Signature:	Date: _____	PO: _____

For Client:	Name: _____	Title: _____
Signature:	Date: _____	PO: _____