

Terms and Conditions for purchases via the JDT Analytics website.

1. Basis of contract

- 1.1 This Contract is made between you the “Customer” and JDT Analytics and for JDT Analytics to provide the Services as purchased and paid for via the Website.
- 1.2 This Contract is to be read in conjunction with the Definitions provided at the end of this Contract.
- 1.3 Upon completion and payment on the Website, JDT Analytics website, signifies acceptance of these terms and conditions by you the Customer and you agree that the purchase made by you and thus this Contract, is binding upon payment for the Services on the Website.
- 1.4 JDT Analytics shall provide the Services in accordance with what the Customer has purchased on the website. In the event that the Customer does not fully understand what Services have been purchased via the Website, JDT Analytics shall provide a description of the Services purchased. In the event that the Customer does not agree with the description of the Services provided by JDT Analytics, they shall either
 - (a) be given the option to proceed as described for the amount paid; or
 - (b) be given a full refund of the exact amount paid (and no more); or
 - (c) accept the Services as described and purchase more services.
- 1.5 Any descriptions of the Services on the Website are provided for information purposes only and whilst the Services shall comply with the descriptions on the Website in material aspects, JDT Analytics reserves the right to amend the description at any time, without notice to the Customer. However, in the event JDT Analytics wishes to change material aspects of the Services, such shall only be amended upon agreement with the Customer.
- 1.6 This Contract shall come into effect on the date and time at which the Customer has purchased and paid for the Services in accordance with clause 1 of these terms and conditions. (“**Commencement Date**”).
- 1.7 Any samples, drawings, descriptive matter or advertising issued by the JDT Analytics, and any descriptions or illustrations contained in the JDT Analytics 's documentation, are issued or published for the sole purpose of giving information and describing options and approximate representation of what can be delivered by JDT Analytics and such shall not form part of the Contract or have any contractual force.
- 1.8 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.9 In the event that you the Customer, fail to contact JDT Analytics following acceptance of this Contract, JDT Analytics shall attempt to contact you the Customer, in the event that JDT are unable to reach you the Customer to obtain data and information within 30 days of acceptance

of this Contract, JDT Analytics reserves the right to terminate this Contract and refund you in full on a non-fault basis.

2. Supply of Services

- 2.1 JDT Analytics shall supply the Services to the Customer in accordance with what has been purchased on the Website and accordance with these terms and conditions and this Contract.
- 2.2 JDT Analytics shall use all reasonable endeavours to meet any performance dates specified on the Website, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 2.3 JDT Analytics reserves the right to amend the services it provides, the Fee Sheet or any other description provided on the Website, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and in such event JDT shall notify the Customer in any such event.
- 2.4 JDT Analytics warrants to the Customer that the Services will be provided using reasonable care, skill and diligence.

3. Customer's obligations

- 3.1 The Customer shall:
- (a) co-operate with JDT Analytics in all matters relating to the Services.
 - (b) provide the JDT Analytics, its employees, agents, consultants and subcontractors, with access to the Customer's data in accordance with the terms of this Contract;
 - (c) provide JDT Analytics with such information and materials as JDT Analytics may reasonably require to perform the Services and ensure that any such information is complete and accurate in all material respects.
 - (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services, including licences to data to be provided for performance of the services, prior to the date on which the Services are to start.
 - (e) comply with any additional obligations as set out in this Contract or documents referenced herein;
- 3.2 If the JDT Analytics' performance of any of its obligations under this Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**) then:
- (a) without limiting or affecting any other right or remedy available to it, JDT Analytics shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the JDT Analytics 's performance of any of its obligations.

- (b) JDT Analytics shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the JDT Analytics' failure or delay to perform any of its obligations as set out in this clause 3.2; and
- (c) the Customer shall reimburse JDT Analytics on written demand for any costs or losses sustained or incurred by JDT Analytics arising directly or indirectly from the Customer Default.

4. Charges and payment

- 4.1 JDT Analytics shall provide the services for the Fee as identified in the Fee Sheet as available on the Website, as updated from time to time and as purchase by the Customer.
- 4.2 The Charges for the Services shall be calculated on a time and materials basis:
 - (a) the Charges shall be calculated in accordance with the JDT Analytics 's daily fee rates, as specified by JDT Analytics from time to time;
 - (b) the JDT Analytics 's daily fee rates for each individual are calculated on the basis of an eight-hour day worked on Business Days between 07:30 to 17:30;
 - (c) JDT Analytics shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 4.1(b); and
 - (d) JDT Analytics shall be entitled to charge the Customer for any expenses reasonably incurred, including the purchase materials, in connection with the Services
- 4.3 JDT Analytics shall provide the Services purchased by the Customer on the Website at the time of purchased. In the event that the Customer requires JDT Analytics to provide further Services that have not been purchased, the scope and cost of such services shall be agreed between JDT Analytics and the Customer in writing, following such JDT Analytics shall Invoice the Customer for the additional Services.
- 4.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of added tax chargeable from time to time. Where any taxable supply of Services is made, JDT Analytics shall specify such on the Invoice to be paid by the Customer. For the avoidance of doubt the Invoice shall be paid in full upon receipt including any additional taxes identified on such Invoice.
- 4.5 If the Customer fails to make a payment due to JDT Analytics under the Contract by the due date (as specified on the Invoice), then, without limiting the JDT Analytics 's remedies under clause 8 (or otherwise under law), JDT Analytics shall cease performance of the Services and stop access to the services until such payment is made in full.
- 4.6 Without prejudice to clause 4.5 above, any undue sums owed by the Customer shall be subject to interest after 45 days of late payment, the interest rate shall be 5% higher than the baseline rate of the Bank of America.

4.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.8 The remedies in this clause are not exclusive and JDT Analytics reserves all rights to pursue any unpaid Invoices through the courts without delay and without notice.

5. Data protection

5.1 JDT Analytics shall hold all Personal Information as provided by the Customer in accordance with the laws of Maryland state in the United States of America.

5.2 [The Customer will ensure that it has every necessary appropriate consents and notices in place to enable lawful transfer of the personal data to JDT Analytics for the duration and purposes of the Contract including any necessary consents and licences from their customers.]

6. Licences

6.1 In performing the Services, JDT Analytics will require a number of different data sets from the Customer and as notified by JD Analytics from time to time following purchase of the Services.

6.2 In providing any data to JDT Analytics, the Customer grants an irrevocable, non-exclusive, non-restrictive, transferrable, sublicensable and perpetual licences to use such data in accordance with the terms of this Contract, for the supply of the Services, and for the purposes of improving the Services to be provided to the Customer and other customers of JDT Analytics.

6.3 In providing the data to JDT Analytics, the customer agrees that JDT analytics will use this data and analyse such using third party data analytics sources such as Microsoft Power BI and Covetrus and acknowledges that JDT Analytics will be required to grant a limited licence to such third parties to allow for performance of the Services.

6.4 JDT Analytics shall not be held liable for any reason of breach of data by any third party including those named in clause 6.3 above.

6.5 In performing the Services, JDT Analytics, shall provide the Customer with a number of output that are prepared and otherwise arise through performance of the Services. JDT Analytics, hereby grants a non-exclusive, non-transferrable, non-assignable and perpetual licence to use such outputs for the purposes of obtaining best use of the Services and for no other purpose.

6.6 Nothing in this agreement shall provide for or otherwise constitute a transfer of ownership to Intellectual Property Rights in any documents, data, outputs, or any other materials whether provided directly, or indirectly from JDT Analytics to the Customer.

7. Limitation of liability

7.1 JDT Analytics has obtained insurance cover in respect of its own legal liability for individual claims not exceeding ONE MILLION DOLLARS USD (\$1,000,000.) per claim.

- 7.2 Nothing in the Contract limits any liability which cannot legally be limited.
- 7.3 Subject to clause 7.2, the JDT Analytics 's total liability to the Customer shall not exceed the price of Services purchased by the Customer under this Contract. The JDT Analytics' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited in accordance with this clause 7.3 inclusive of any tax or deductions therefrom.
- 7.4 The Customer hereby agrees to indemnify JDT Analytics and its subcontractors, against any loss caused by providing the Services to the Customer or use of data provided by the Customer in accordance with the terms of this Contract, including any loss related to legal proceedings, claims or other costs incurred from third party complaints or claims.
- 7.5 This clause 7 shall survive termination of the Contract.

8. Termination

- 8.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 2 months' written notice.
- 8.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by direction of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.3 Without affecting any other right or remedy available to it, JDT Analytics may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date specified on the Invoice; or
 - (b) there is a change of control of the Customer.

8.4 Without affecting any other right or remedy available to it, JDT Analytics may suspend the supply of Services under the Contract or any other contract between the Customer and JDT Analytics if the Customer fails to pay any amount due under the Contract on the due date for payment.

9. Consequences of termination

9.1 On termination of the Contract, the Customer shall immediately pay to JDT Analytics all of the JDT Analytics' outstanding unpaid Invoices and interest (if unpaid beyond the due date) and, in respect of Services supplied but for which no Invoice has been submitted, JDT Analytics shall submit an Invoice, which shall be payable by the Customer immediately on receipt;

9.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10. Warranties and Guarantees

10.1 JDT Analytics warrants to the Customer that the workmanship delivered by JDT Analytics in accordance with this Contract, is fit for purpose and to the required level. This guarantee only applies to works and workmanship related to the Services.

10.2 The guarantee provided by JDT Analytics in clause 10.1 shall apply for 60 days from delivery of the services and only apply in the event the workmanship has not be tampered with.

10.3 JDT Analytics shall not be liable for any failure of any materials, parts, or the workmanship of other JDT Analytics. This guarantee is also void if any failed workmanship is interfered with by the Customer or a third-party JDT Analytics following such a failure of the JDT Analytics workmanship.

11. Complaints

11.1 Upon completion, if you are not wholly satisfied with the Services performed by JDT Analytics, you have the right to raise a formal complaint. In first instance, complaints shall be addressed in writing to Mail@JDTAnalytics.com

11.2 In the event you submit a complaint, a member of the JDT Analytics team will review the facts of the complaint and contact you in relation to such.

11.3 In the event that JDT Analytics accept fault or provides a Goodwill Gesture, JDT Analytics shall make good on any wrongdoing or any shortfall in compliance with the Services.

11.4 Both the Customer and JDT Analytics shall work together to resolve any complaints with the upmost good faith, honesty and integrity.

11.5 In the event that the Parties are unable to reach a reasonably agreement in relation to the complaint, they shall agree on an independent expert (or mediator) to investigate the fact of the complaint. The expert shall advise the best way for both parties to proceed. Should the parties disagree on such then they shall have the right to take legal action.

11.6 In the event clause 11.5 applies the costs of the expert shall be covered by both parties.

12. Third Parties

12.1 JDT Analytics works with third party software and data analytics companies to allow for the best possible Services to be provided to the Customer, by agreeing to this Contract, you also agree that we share your information and data with such third parties and also agree to their terms and conditions where applicable including those listed below:

- (a) [Terms and Conditions \(covetrus.com\)](https://covetrus.com); and
- (b) [Microsoft Terms of Use | Microsoft Legal](#) & [Windows License Terms of Service | Microsoft Power BI](#)
- (c) [Mailchimp's Legal Policies](#)

13. General

13.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13.2 **Entire agreement.**

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.3 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives) or agreed in accordance with clause 3.3.

13.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.5 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed

by, and construed exclusively in accordance with the law of the state of Maryland, United States of America.

13.6 **Jurisdiction.** Each party irrevocably agrees that the courts of Maryland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

14. Definitions

14.1 The following definitions apply to this Contract:

JDT Analytics LLC or JDT Analytics means JDT Analytics LLC a registered business in the state of Maryland United States of America with company registration number 85-4065898 and registered address of 2313 Wineberry Ter, Baltimore, MD 21209.

Services means the services to be performed by JDT Analytics for the Customer as detailed in the Quote Specification, purchased via the JDT Analytics website, or as agreed in writing between the Customer and JDT Analytics from time to time.

Customer means you the Customer who is hereby contracting with JDT Analytics.

Contract means this contract and agreement between you the Customer and JDT Analytics and for the Services including those purchased on the Website or for purchases made in the future.

Fee Sheet means the **Fee Sheet** document provided by JDT Analytics on the Website, as amended and updated from time to time.

Commencement Date means the date specified in clause 1.3 or in the event the Services were purchased online, the date on which the Services were purchased and paid for.

Customer Default has the meaning provided to it in clause 3.2.

The Fees means the Fees payable or paid by the Customer to JDT Analytics for the Services through the website or any additional Fees that may apply for additional Services as agreed in accordance with clause 4.3 above.

Bank of America means the Bank of America Corporation as registered in the United States of America.

Business Days shall mean Monday to Friday (inclusive) from the hours of 9am to 5.30pm on each day.

Personal Information shall have the meaning given to it in §14-3501 of the Commercial Code of the Code of Maryland.

Microsoft Power BI means Microsoft Power BI the business owned by Microsoft Corporation (available at www.powerbi.microsoft.com/en-us/)

Covetrus means Covetrus Inc (available at www.covetrus.com)

Goodwill Gesture means an offer from JDT Analytics to perform further Services as a result of a complaint or non-conformance, an Goodwill Gesture is not an admission of fault, blame or guilt in any way.

Invoice means the Invoice submitted from JDT Analytics to the Customer for the Services in accordance with clause 4.3.

Website means the JDT Analytics website available at <https://www.JDTAnalytics.com>

