

# **4MAT Data Solutions Ltd ("4DS")**

## **Standard Terms & Conditions for the Supply of Digital Forensic & Investigation Services**

### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions the following words shall have the following meanings:

**"Agreement"** means any agreement between 4MAT Data Solutions Ltd ("4DS") and the Client incorporating either (i) these Terms and Conditions; or (ii) a framework agreement, these Terms and Conditions, and an order acceptance form / statement of work.

**"AI Tools"** means software tools incorporating machine learning, large language models (LLMs), or automated analytics used in a limited and supervised manner to assist practitioners.

**"Audit Trail"** means records sufficient to explain what was done, by whom, when, using what tools/methods (including versions where practicable), and the basis for conclusions.

**"Continuity"** means the documented history of possession, handling, storage, transfer, and processing of evidential items and/or data.

**"Background IPR"** means rights in any Intellectual Property (excluding Foreground IPR) owned or controlled by any party arising before commencement of the Services (or independently in parallel) and necessary for carrying out the Services.

**"Confidential Information"** means any information given to or obtained by 4DS from the Client, or by the Client from 4DS, under the Agreement relating to the Services and designated as confidential in writing by the party owning the information (or which ought reasonably to be regarded as confidential).

**"Client"** means the person or persons to whom the Agreement is issued. Where the Client consists of more than one person, obligations are joint and several.

**"Foreground IPR"** means rights in any Intellectual Property obtained, found, produced, devised, developed, or made during or generated in the course of carrying out the Services.

**"Intellectual Property" / "IPR"** means any copyright, design right, trademark, trade name, know-how, patentable invention, database right and all intellectual property (including Technical Information), the rights to which are protectable by law.

**"Price"** means the charges, taxes and disbursements specified in an agreement, assessment form, order acceptance form or proposal.

**"Services"** means the digital forensic, investigation, data recovery, advisory and/or expert services to be supplied by 4DS to the Client as specified in the Agreement.

**"Technical Information"** means inventions, discoveries, designs, drawings, techniques, processes, formulae, reports, specifications, practices, procedures, instructions, software and other technical information and data in any form.

**"VAT"** means UK value added tax.

1.2 Clause headings shall not affect the interpretation of these Terms and Conditions.

1.3 Unless the context otherwise requires, references in these Terms and Conditions:

1.3.1 to "person" or "third party" include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;

1.3.2 to one gender include all genders, and reference to singular include the plural and vice versa;

1.3.3 to any statute, statutory provision or regulation, are references to that statute, statutory provision or regulation, as from time to time amended, extended or re-enacted.

## **2. The Services**

2.1 4DS agrees to provide the Services to the Client in accordance with these Terms and Conditions and any special conditions agreed between the parties.

2.2 In carrying out the Services 4DS shall use reasonable skill and care and follow documented forensic methodologies and industry-recognised good practice appropriate to the engagement. Where relevant, 4DS will maintain Continuity and an Audit Trail sufficient to support integrity and transparency of work performed.

2.3 The Client acknowledges that attachment, opening up, or applying power to electronic devices has inherent risks and may result in device damage or data loss. 4DS will take reasonable professional precautions but shall not be liable for outcomes inherent to such processes or beyond its reasonable control.

2.4 4DS cannot undertake to provide the Services or services of this type for the Client exclusively.

2.5 Client-supplied equipment shall be delivered, assembled, maintained, dismantled and collected at the Client's cost and in accordance with the requirements of 4DS staff responsible for the Services. The Client agrees that the Services may require dismantling such that equipment cannot be re-assembled. Except for items owned and provided by the Client, equipment and materials obtained by 4DS for the Services shall remain the property of 4DS.

2.6 If the Services involve the Client's employees attending 4DS premises, the Client shall ensure compliance with security, health and safety, and other relevant procedures. 4DS may refuse access to any particular employee at its discretion. 4DS is under no obligation to allow the Client's employees to witness the Services being carried out.

2.7 No order for the supply of Services is binding on 4DS unless and until it has been accepted by 4DS in writing.

### **3. USE OF AI / LLM TOOLS (LIMITED AND SUPERVISED)**

3.1 4DS may use AI Tools, including large language models (LLMs), as assistive aids in limited circumstances to support efficiency and analysis (for example triage support, artefact correlation, or preliminary summarisation of large data sets).

3.2 AI Tools shall not replace human expert judgement. All findings, interpretations, and any expert opinion remain human-led and are reviewed and approved by a competent practitioner.

3.3 AI Tool outputs shall be treated as non-evidential prompts unless independently verified by 4DS using appropriate methods and recorded reasoning. 4DS will not rely solely on AI outputs for evidential conclusions.

3.4 4DS shall ensure that use of AI Tools does not compromise evidential integrity, Continuity, or the ability to explain the methodology and basis of conclusions. Original evidential data shall not be altered by AI Tools.

3.5 Where AI Tools involve third-party or cloud processing, 4DS will apply data minimisation, access controls, and appropriate safeguards. 4DS will not export Client Data outside the United Kingdom without the Client's prior written consent, save where required by law.

3.6 The Client acknowledges that AI Tools, like other software tools, have limitations and may generate errors. Any use of AI Tools does not guarantee completeness or accuracy beyond the standard of reasonable skill and care.

### **4. Warranties and Indemnities**

4.1 The Client shall provide 4DS with all such information and materials as are necessary for 4DS to carry out the Services and warrants that all information provided by it (or on its behalf) will be accurate and complete in all material respects. The Client further warrants that it has lawful authority and all necessary rights/consents to provide devices and data to 4DS for the purposes of the Services.

4.2 The Client warrants that it has the necessary rights and is entitled to use or disclose for the purposes of the Services all Intellectual Property supplied by it to 4DS for the purposes of carrying out the Services.

4.3 The Client shall indemnify and keep indemnified on a full and unqualified basis 4DS against any and all actions, claims, demands, costs, charges and/or expenses arising out of any loss or damage incurred by reason of any infringement or alleged infringement by the Client of any Intellectual Property right in relation to the Services or any unlawful instruction given by the Client.

## **5. Liability and Insurance**

5.1 Except in the case of personal injury (including death) caused by the negligent or wilful act or omission of either party, the aggregate liability of either party to the other arising out of any tort or breach or breaches of the Agreement shall not exceed the total amount payable by the Client to 4DS in accordance with the Agreement, save where such limitation is prohibited by law. This is without prejudice to the Client's obligations under clause 4.3.

5.2 In the event of any breach or breaches of the Agreement by 4DS, 4DS shall not be liable to the Client in respect of any resulting: (i) loss of profit, business, revenue, goodwill or anticipated savings; (ii) indirect or consequential loss or damage.

5.3 The Client shall be liable to 4DS for any claim made against 4DS as a result of any tort committed by the Client's employees whilst on 4DS premises.

5.4 The Client shall effect insurance covering risks and liabilities arising from 4DS's inability to perform the Services or to perform the Services within an estimated time, where relevant to the Client's needs.

## **6. Confidentiality, Data Protection and Security**

6.1 4DS shall not without the Client's written consent disclose to any person other than the Client or use otherwise than for the purpose of carrying out the Services: (i) the nature of the Services or the results obtained; or (ii) any secret or Confidential Information before or after the date of the Agreement concerning the Services or relating to any products or operations of the Client, provided that the information:

6.1.1 is acquired from the Client or is specific to the Client's business; and

6.1.2 has not been developed or generated independently by 4DS; or

6.1.3 has not been in 4DS's possession prior to acquisition from the Client; or

6.1.4 is not in the public domain through no breach of the Agreement by 4DS; or

6.1.5 is required to be disclosed pursuant to any court order, statutory or other legal requirement, or lawful request connected with criminal, regulatory or civil proceedings and/or disclosure obligations.

6.2 Each party shall implement and maintain appropriate technical and organisational measures to protect Confidential Information and any personal data processed in connection with the Services.

6.3 Where 4DS processes personal data on behalf of the Client, the parties shall co-operate to ensure compliance with applicable UK data protection law. Unless otherwise agreed, 4DS will retain case materials for a reasonable period appropriate to the engagement and any legal obligations, after which they may be securely returned or destroyed.

6.4 4DS will process Customer Data solely for the purpose of performing the Services and will apply appropriate technical and organisational measures to protect confidentiality, integrity and availability, including access controls and secure storage. Customer Data may include devices, forensic images, extracted artefacts, working files, case notes and reports and will be accessed only by authorised personnel and, where applicable, approved subcontractors subject to equivalent confidentiality and security obligations.

6.5 Unless otherwise required by law, court order, or to comply with professional disclosure obligations, 4DS will retain Customer Data for 60 days following completion (or earlier termination) of the Services to support quality assurance, queries and any reasonable follow-up. At the end of this period, all Customer Data will be securely deleted and/or irreversibly destroyed (and physical media returned on request where applicable), unless the parties have entered into a separate written storage/retention agreement specifying an alternative retention period and any associated fees.

## **7. Invoicing and Payment Terms**

7.1 If credit terms are offered then payments of the Price shall be made within the stated credit period after receipt of a valid 4DS invoice. Payment shall be made in £ sterling. Unless expressly stated VAT will be added to all Prices at the prevailing rate.

7.2 All sums due which are not paid on the due date shall bear interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), or at such other lawful rate as may be agreed in writing.

7.3 4DS reserves the right after 28 days overdue to take lawful measures to recover outstanding amounts and to pass on reasonable recovery costs to the Client where legally permitted.

7.4 4DS reserves the right to request up to 100% of the estimated Price in advance, in cleared funds, prior to commencement of the Services.

7.5 4DS reserves the right to retain Client property and equipment in its possession until full payment of all sums due in respect of the Services, where lawful.

## **8. Intellectual Property Rights**

8.1 Subject to any third party rights other than by virtue of the Agreement, to the extent that the provision of the Services results in the creation of any Foreground IPR such Foreground IPR shall vest in 4DS.

8.2 Ownership or title to any Background IPR shall not be affected.

8.3 4DS grants the Client a non-exclusive, non-transferable licence to use deliverables produced under the Services for the purpose for which the Services were commissioned (including use in proceedings), subject to full payment of the Price.

## **9. Force Majeure**

9.1 4DS will not be held responsible for failure or delay due in whole or in part to circumstances beyond its reasonable control including the procurement of specialist materials.

## **10. Termination**

10.1 Where 4DS reasonably assesses that it is unable to fulfil the objective desired by the Client then the Agreement may be terminated forthwith by 4DS with no notice requirement.

10.2 Either party may terminate forthwith by written notice where the other commits a breach not capable of remedy, or continues in breach for more than 30 days after written warning.

10.3 4DS may terminate forthwith if the Client becomes insolvent (company/individual/partnership scenarios).

10.4 If the Client does not make payments in accordance with clause 7, 4DS may cease the Services and/or terminate by written notice.

## **11. Effect of Termination**

11.1 Termination shall not affect any obligation or liability accrued at the date of termination.

11.2 Clauses intended to survive termination (including confidentiality, liability, payment, IPR, dispute resolution, governing law) shall survive.

11.3 Upon termination 4DS may set off against any debt owed by the Client any sums otherwise due to the Client, to the extent lawful.

## **12. Assignment and Sub-contracting**

12.1 The Client shall not assign or sub-contract the Agreement without prior written consent of 4DS (not to be unreasonably withheld).

12.2 4DS may transfer or assign rights and/or obligations on reasonable notice in writing.

12.3 4DS may subcontract the whole or any part of the Services provided that it remains responsible for subcontracted work. 4DS shall not transfer Client Data outside the United Kingdom without the Client's prior written consent, save where required by law.

### **13. Waiver, Variation and Representations**

13.1 No delay in enforcing rights shall constitute a waiver.

13.2 No waiver of a breach shall constitute a waiver of any other breach.

13.3 Variations must be in writing and issued by 4DS. No other purported variation shall bind 4DS.

### **14. Legal Relationship**

14.1 Nothing shall create a partnership or joint venture.

14.2 Neither party is the agent of the other.

### **15. Severability**

If any part is unenforceable, the remainder remains enforceable.

### **16. Notices**

Notices shall be in writing and sent to the relevant address(es) by hand, email, facsimile or prepaid post. Notices are deemed received as per the 2024 terms unless otherwise agreed.

### **17. Dispute Resolution**

17.1 The parties shall in good faith attempt to negotiate settlement of any dispute.

17.2 If unresolved, the dispute may be referred to mediation by agreement.

17.3 Mediation procedure may follow CEDR guidance or other agreed mediator procedures; negotiations are confidential and without prejudice.

17.4 For a period of sixty days from appointment of the mediator (or such other agreed period), neither party may commence proceedings in relation to matters referred to mediation.

### **18. Jurisdiction and Governing Law**

The Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.