



Secure Messaging

SECURE COLLABORATIONS

TERMS AND CONDITIONS

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1. G-Cloud Terms and Conditions for the supply of services

These Stiona G-Cloud Services Terms and Conditions (“**Stiona Terms**” or “**Supplier Terms**”) form part of an agreement for the provision of services by Stiona Software Limited (“STIONA”) under a call-off agreement (“Call-Off Agreement”) as defined in the UK Government Procurement Services G-Cloud Services Framework Agreement between STIONA and the Government Procurement Service (“**Framework Agreement**”). They apply between Stiona and each party (“**the Customer**”) entering into a Call-Off Agreement.

1.1.SERVICES COVERED

These Terms and Conditions apply to the following G-Cloud Services being provided by Stiona:

1. Cloud Software
2. Cloud Support

Section 2 General Terms applies to all Services. Subsequent sections set out terms which are specific to G-Cloud Services (“**Services**” or “**Service**”).

2. General Terms

2.1. Services

1. Upon subscription to the relevant STIONA G-Cloud Service STIONA grants the Customer a non-exclusive, non-transferable right during the term specified in the Customer's Call-Off Agreement, to receive and use the specific Service described in the Service Description relating to that Service.
2. Unless specified in the Service-Specific Terms below the Customer may only use a Service for their internal business purposes, and services may not be re-sold.
3. Whilst using the Services the Customer may access software which is located on STIONA's servers ("**Software**"). In accordance with the relevant Call-Off Agreement, the customer does not have any right to receive a copy of such Software either in source or object code form; and does not receive any title rights or ownership in or to the software.
4. The Customer is responsible for ensuring that:
 - the infrastructure it uses to host or access the Services is compatible with the interfaces provided within the specific Service.
 - they take adequate precautions within the Customer's own infrastructure to prevent the spread of viruses or malicious software.
 - they ensure that those to whom it grants access rights comply with the provisions of any UK legislation including the 1998 Data Protection Act and GDPR legislation and they comply with the Licence terms of any 3rd party Software provided by STIONA in the delivery of this service
 - they ensure they comply with any further Service-Specific usage restrictions set out in the Service-specific section below
 - they ensure the infrastructure it uses to host (where applicable) or access the Service is aligned to the CESG Implementing Cloud Security Principles.
 - they comply with all statutory and other legal requirements applicable to its conduct and operations. STIONA shall have no liability or obligation with respect to the fitness for purpose, functionality or the performance of 3rd party Software Licences supplied.
5. Time shall not be of the essence as to the performance of STIONA's obligations. All ownership, licence, intellectual property and STIONA rights and interests in the Software, services and any associated documentation remain solely with STIONA and or Licensors on whose behalf STIONA may be providing components of the Services

6. STIONA reserves the right to change or update the Services or Software at any time so long as this does not materially affect the overall service. STIONA will provide the Customer 15 days' notice of any update which it regards as material, unless such an update is necessitated by security considerations, in which case the update and any associated notice will be immediate.
7. Intellectual Property Rights – Commercial Off the Shelf (**COTS**) Software: All Intellectual Property Rights in the Secure Messaging service, the Digital Toolkit platform, their underlying software components, configuration engines, workflow templates, schema, metadata, APIs, and related documentation shall remain the exclusive property of STIONA or its licensors.
8. Configuration Outputs: Any configurations, forms, workflows, templates, or case structures created using the Service are generated using STIONA's proprietary tooling and remain part of the Service. No ownership or IPR transfer is implied.
9. Multi-Tenant Architecture: The Customer acknowledges that the Service operates on a shared multi-tenant architecture which STIONA will not modify to meet Customer-specific preferences.
10. Identity Provider Responsibility: The Customer is responsible for its own identity provider configuration, account governance and MFA policies.
11. No Source Code Escrow: The Service is provided strictly as Software-as-a-Service (SaaS). No source code escrow service is offered or required, and no rights to obtain the source code are granted to the Customer.
12. SaaS Deployment Model: STIONA shall not be required to deploy the Service on Customer infrastructure, Customer cloud environments, or any environment other than STIONA's approved hosting environment.
13. Roadmap and Feature Control: STIONA retains full control over the Service roadmap, enhancements, bug fixes, release cycles, and platform updates. Customer-specific changes to the core platform are not provided unless expressly agreed as Additional Services.
14. The Customer is responsible for the management of its own identity provider, user accounts, MFA policies, and access governance. STIONA has no liability for unauthorised access resulting from misconfiguration of the Customer's identity systems.
15. Where the Customer is subscribing to the Secure Messaging Service, no bespoke development, custom code changes, or customer-specific modifications to the core Secure Messaging product are included unless expressly agreed as Additional Services.

For the avoidance of doubt, the Customer is granted a limited right to access *and use* the Service only. No rights are granted to the Customer to copy, modify, adapt, enhance, configure, translate or create derivative works of the Secure Messaging service, the Digital Toolkit platform, or any associated components except as explicitly permitted within the Service Description. Any professional services, consultancy, configuration, development or other work delivered as Additional Services shall be subject to a separate Statement of Work or Agreement, and no Intellectual Property Rights shall transfer to the Customer unless expressly stated in that document.

2.2. Service Credits

2.2.1. Service Credit Eligibility

Service Credits apply only where measured Availability falls below the Guaranteed Availability levels stated in the Service Definition Document and the failure is attributable solely to Stiona's operation of the Service platform.

2.2.2. Calculation and Payment

Service Credits are calculated by reference to the Monthly Subscription Fee for the affected calendar month (or part thereof). Credits will be applied as a deduction against a future invoice and shall constitute the Buyer's sole and exclusive remedy for non-compliance with the Guaranteed Availability commitment.

2.2.3. Caps

- The total Service Credit for any single calendar month shall **not exceed 10%** of that month's charges.
- In no event shall the **aggregate Service Credits exceed 25%** of the annual subscription charges.

2.2.4. Exclusions

Service Credits **shall not apply** where the outage, degradation or unavailability results from:

1. Unavailability of Microsoft Azure services or any underlying cloud infrastructure
2. Network connectivity failures external to Stiona's control
3. Third-party systems, integrations, APIs, identity providers or authentication services
4. Buyer's misuse, configuration change, negligence, or non-compliance with documentation

5. Planned maintenance windows notified in advance
6. Force majeure events
7. Security incidents caused by Buyer systems or credentials
8. Regulatory or legal requirements imposed by a government authority
9. Any failure attributable to Buyer data, content, or external system inputs

2.3. Service Restrictions

The customer must not:

1. Exceed any set usage limits or restrictions set out in the Service Description and / or Call-Off Agreement
2. Save as set out in any Service-specific section, sell, rent or lease the Services in any way, or transfer to any other person any of its rights hereunder
3. Create any derivative works based upon the Software or Services, save as otherwise permitted in accordance with a Service Description
4. Adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, nor take any other steps to discover confidential information or trade secrets in the Software of Services, save as permitted under European Law for the purposes of Interoperability. This includes any attempt to access database schemas, workflow engines, form definition structures, metadata, API specifications not expressly documented, or platform configuration tooling.
5. Attempt to access platform schemas, workflow engines, metadata, undocumented APIs, or perform security testing without STIONA's written consent.
6. Perform or commission penetration testing, load testing, security scanning or similar technical testing of the Service without Stiona's prior written consent

2.4. Additional Services

Additional Services may be ordered by the Customer:

1. By extension or issue of a Call-Off Agreement
2. By electronic request from a customer representative who STIONA reasonably believe to have authority to place such a request via the Change Management Process documented on the helpdesk portal

2.5.Invoicing VAT and Payment

Unless otherwise stated, invoices will be raised for Services on a monthly basis.

Value Added Tax, will (where appropriate) be added to the amount of an invoice for any Service at the prevailing rate.

1. Invoices must be paid in full within 30 days of the date of issue
2. If any payment is overdue STIONA may (without prejudice to any other right or remedy available to it) suspend the relevant Service until payment in full thereof has been made, at which point a re-connection charge equivalent to half a month's charges for the relevant Service will be applied. Invoices remaining unpaid after 60 days will attract a surcharge of 5% for the full period the debt has been outstanding.
3. The Customer shall not be entitled to withhold payment in whole or in part on the ground that it has a claim, counterclaim or set off against STIONA.
4. Prices are stated at the time of publication. Pricing may be reviewed at contract renewal or by mutual agreement to reflect changes in costs, including inflation.

2.6.Liability

1. Except as provided in these Terms and Conditions, and in the Service Description relating to the Service, no warranty condition, undertaking or term, expressed or implied, statutory or otherwise, as to the condition, quality, performance, merchantability, durability or fitness for purpose of the Services is given or assumed by STIONA and all such warranties, conditions, undertaking and terms are hereby excluded.
2. STIONA will provide the Services with reasonable skill and care, but (except as provided in these Terms and Conditions and the relevant Service Description shall not under any circumstances in relation to its providing the Services be liable (whether in Contract, tort or otherwise) for any loss or damage of whatsoever nature suffered by the Customer whether arising from any act, default or neglect on the part of STIONA, its employees, agents or sub-contractors or from any defect in, failure in, or unsuitability for any purpose of, the Services, or otherwise howsoever, to the extent that the amount of such loss or damage exceeds (or would when aggregated with the amount of any previous loss or damage exceed) the greater of:
 - the value of services called off over the previous three months
 - The amount (if any) which STIONA is entitled to claim under the terms of any insurance policy in force at the time, up to a maximum of one million pounds (£1,000,000).

- STIONA shall not in any event be liable for any indirect or consequential loss whatever or however caused.
- 3. The Customer agrees fully and promptly to indemnify STIONA against all costs, claims, demands, damages, losses and expenses to which STIONA may become liable or which STIONA may suffer or incur as a result directly or indirectly of STIONA acting in accordance with the Customer's instructions, or arising from any act, default or neglect on the part of the Customer, its employees, agents or subcontractors.
- 4. Notwithstanding anything to the contrary, however, nothing in these Terms and Conditions shall operate to exclude or restrict STIONA's liability for death or personal injury resulting from negligence within the meaning of the Unfair Contract Terms Act 1977.

2.7.Termination

The supply of Services may be terminated by either party by notice in writing to the other having immediate effect if the other shall commit any breach of these Terms and Conditions which breach (if capable of remedy) is not remedied within 30 days of notification or if the other shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

The termination (howsoever arising) shall be without prejudice to the rights and remedies of the parties accrued before such termination and nothing shall prejudice the right of either party to recover any amount of outstanding at the termination howsoever caused.

2.8.Entire Agreement

Save for additional documents created in the provision of Applications Software Delivery under separate Statement of Work agreements, these Terms and

Conditions, the relevant Service Description, the Call-Off Agreement, and the G-Cloud Framework Agreements constitute the entire understanding between the Customer and STIONA relating to the subject matter. It supersedes all previous communications, representations and Contracts either written or oral. The Customer acknowledges that it is not entering into the Contract in reliance upon any representation not set out in the documents referred to above.

No amendment to these Terms and Conditions shall be binding unless in writing, signed by the parties or their duly authorised representatives and expressed to be for the purpose of such amendment.