



Stiona Managed Service

OPERATE. SECURE. ASSURE

TERMS AND CONDITIONS

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1. G-Cloud Terms and Conditions for the supply of Cloud Support 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 G-Cloud Cloud Support Services (“Managed Services”) provided by Stiona. Where referenced, “Supported Services” means SaaS services operated and supported under the Managed Service, but licensed separately under applicable service-specific terms.

2. General Terms

2.1. Services

1. Upon entering into a Call-Off Agreement for Managed Services, STIONA grants the Customer a non-exclusive, non-transferable right, for the term of the Call-Off Agreement, to receive the Managed Services described in the applicable Service Description.
2. The Managed Services comprise operational support activities, including service monitoring, incident and problem management, routine maintenance, security patching, backup and recovery operations, and service governance for Supported Services hosted within STIONA-managed environments.
3. The Managed Services do not include the provision of application functionality, software licensing, bespoke development, feature enhancements, or changes to Supported Services, except where expressly agreed as Additional Services under a separate Statement of Work.
4. The Customer acknowledges that Supported Services are licensed separately under applicable service-specific terms and that no rights in relation to underlying software, platforms, or tooling are granted under these Managed Service Terms.
5. The Customer is responsible for ensuring that its users, systems and third-party integrations operate in accordance with applicable documentation and that access to Supported Services is managed appropriately. STIONA shall have no liability for issues arising from Customer-managed systems, configurations or credentials.
6. STIONA shall provide the Managed Services with reasonable skill and care and may update its operational processes, tooling or support practices from time to time, provided that such changes do not materially reduce the Managed Services described in the Service Description.
7. Time shall not be of the essence in the performance of the Managed Services.

For the avoidance of doubt, the provision of Managed Services does not grant the Customer any ownership, licence or other rights in relation to any software, platform, tooling or intellectual property operated or supported by Stiona, except as expressly granted under the applicable service-specific terms for any Supported Services. Any professional services, consultancy, configuration, development or other work provided as Additional Services shall be subject to a separate Statement of Work or agreement. 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 Managed Service availability falls below the availability targets stated in the applicable Service Description Document and the failure is attributable solely to Stiona's provision of the Managed Services.

For the avoidance of doubt, Managed Service availability relates to the availability of support services during published support hours, including service desk access, incident response and operational support, and does not relate to the availability of any Supported SaaS applications.

2.2.2. Calculation and Payment

Service Credits are calculated by reference to the Monthly Managed Service Fee for the affected calendar month (or part thereof). Service Credits will be applied as a deduction against a future invoice and shall constitute the Customer's sole and exclusive financial remedy for failure to meet Managed Service availability commitments.

2.2.3. Caps

- The total Service Credit for any single calendar month shall **not exceed 10%** of that month's Managed Service charges.
- In no event shall the **aggregate Service Credits exceed 25%** of the annual Managed Service 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. Customer actions, misuse, configuration changes, negligence, or non-compliance with documentation
5. Planned maintenance windows notified in advance
6. Emergency maintenance windows required for security or stability
7. Force majeure events

8. Security incidents originating from customer managed systems or credentials
9. Regulatory or legal requirements imposed by a government authority
10. Any failure attributable to Buyer provided data, content, configurations or external system inputs

2.3. Service Restrictions

The Customer must not, and must ensure that its users and third parties do not:

1. Use the Managed Services for any unlawful purpose or in a manner that materially interferes with the provision of the Managed Services or the operation of Supported Services.
2. Sell, resell, sublicense, lease or otherwise make the Managed Services available to any third party, except as expressly permitted under the applicable Call-Off Agreement.
3. Attempt to reverse engineer, decompile, disassemble or otherwise derive the source code or underlying structure of any systems, tooling or platforms operated or supported by Stiona, except to the extent expressly permitted by law.
4. Interfere with, bypass or disable security controls, monitoring, or operational safeguards implemented as part of the Managed Services.
5. Perform or commission penetration testing, vulnerability scanning, load testing or other technical testing of any Stiona-managed environments without Stiona's prior written consent
6. Introduce malicious code, excessive traffic, or unsupported integrations that materially impact service stability, security or performance.
7. Require Stiona to operate outside the agreed Managed Service scope or contrary to documented operational processes.

2.4. Additional Services

Additional Services may be provided by Stiona only where expressly agreed in writing and are not included within the Managed Services.

Additional Services may be ordered by the Customer:

1. By extension to, or issue of, a Call-Off Agreement

2. By written request from a Customer representative whom Stiona reasonably believes has authority to place such a request, subject to agreement of scope, pricing and delivery approach.

Any Additional Services shall be governed by a separate Statement of Work or agreement, which shall specify the scope of services, charges, delivery milestones and any applicable service levels. No Additional Services shall commence until such agreement has been executed by both parties.

2.5.Invoicing VAT and Payment

Unless otherwise stated, invoices will be raised for Managed Services on a monthly basis. Value Added Tax, will (where appropriate) be added to the amount of an invoice for the Managed 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 Managed 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 Managed 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 or the applicable Service Description, all warranties, conditions, undertakings or terms, whether express or implied, statutory or otherwise, relating to the Managed Service (including as to condition, quality, performance, merchantability, durability or fitness for purpose) are excluded to the fullest extent permitted by law.
2. STIONA shall provide the Managed Service with reasonable skill and care. Subject to clauses 2.6.3 and 2.6.4, STIONA shall not be liable to the Customer for any loss or damage arising out of or in connection with the provision of the Managed Service except to the extent that such liability exceeds the greater of:

- the total Managed Service charges paid or payable under the Call-off Agreement in the three (3) months preceding the event giving rise to the claim; or
 - the amount recoverable under STIONA's insurance policies in force at the relevant time, up to a maximum of one million pounds (£1,000,000).
3. STIONA shall not in any circumstances be liable for any indirect, incidental or consequential loss, or for loss of profit, revenue, anticipated savings, business opportunity or goodwill, whether arising in contract, tort (including negligence) or otherwise.
 4. The Customer shall indemnify STIONA against all costs, claims, demands, damages, losses and expenses incurred by STIONA as a result of STIONA acting in accordance with the Customer's instructions or arising from any act, omission or negligence of the Customer, its employees, agents or subcontractors.
 5. Nothing in these Terms and Conditions shall exclude or restrict either party's liability for death or personal injury resulting from negligence or for any liability which cannot lawfully be excluded under the Unfair Contract Terms Act 1977.

2.7.Termination

The supply of the Managed Service 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 any Additional Services agreed under a separate Statement of Work or agreement, these Terms and Conditions, the applicable Service Description, the Call-Off Agreement, and the G-Cloud Framework Agreement constitute the entire agreement between the Customer and STIONA in relation to the provision of the Managed Services.

This agreement supersedes all prior communications, representations or agreements, whether written or oral, relating to its subject matter. The Customer acknowledges that it has not relied on any representation not expressly set out in these documents.

No amendment to these Terms and Conditions shall be binding unless made in writing and signed by duly authorised representatives of both parties.