

Quantum Secret Ltd - Terms and Conditions

1. Definitions and Interpretation

In these Terms and Conditions:

"Client" means the buyer of Services under the G-Cloud Framework Agreement.

"Confidential Information" means all information disclosed by one party to the other in connection with the Services, whether disclosed orally, in writing, or by other means, that is identified as confidential or would reasonably be understood to be confidential.

"Contract" means the agreement between the Supplier and the Client for the provision of Services, comprising the Call-Off Contract, these Terms and Conditions, the Service Definition, and the Pricing Document.

"Deliverables" means all documents, materials, code, configurations, and other outputs produced by the Supplier in the course of providing the Services.

"Framework Agreement" means the G-Cloud Framework Agreement between the Crown Commercial Service and the Supplier.

"Intellectual Property Rights" means patents, copyright, database rights, trade marks, design rights, know-how, confidential information, and all other intellectual property rights, whether registered or unregistered.

"Pre-Existing IP" means Intellectual Property Rights owned by or licensed to the Supplier prior to commencement of the Services, or developed by the Supplier independently of the Services.

"Services" means the cloud support services to be provided by the Supplier as described in the Service Definition.

"Supplier" means Quantum Secret Limited, a company registered in England and Wales.

2. Services

2.1 The Supplier shall provide the Services in accordance with the Service Definition, these Terms and Conditions, and any specific requirements set out in the Call-Off Contract.

2.2 The Supplier shall perform the Services with reasonable skill and care, using appropriately qualified and experienced personnel.

2.3 The Supplier shall comply with all applicable laws, regulations, and industry standards in the performance of the Services.

2.4 Unless otherwise agreed in writing, Services are provided remotely. On-site attendance is available by prior arrangement and may incur additional charges as set out in the Pricing Document.

3. Client Obligations

3.1 The Client shall:

- (a) provide the Supplier with timely access to systems, environments, personnel, and information reasonably required for the performance of the Services;
- (b) ensure that all information provided to the Supplier is accurate and complete;
- (c) respond to Supplier requests for information, feedback, or approval within a reasonable timeframe;
- (d) be responsible for maintaining appropriate backups of Client data and systems;
- (e) comply with all applicable laws and regulations, including data protection legislation.

3.2 Delays caused by the Client's failure to fulfil its obligations may result in adjustment to timescales and may incur additional charges.

4. Change Control

4.1 Either party may request changes to the scope of Services by submitting a written change request.

4.2 The Supplier shall assess the impact of any requested change on timescales, costs, and deliverables, and provide a written response within a reasonable timeframe.

4.3 No change shall be implemented until agreed in writing by both parties.

4.4 Changes to the scope of Services may result in adjustments to fees and timescales as set out in the Supplier's written response.

5. Fees and Payment

5.1 The Client shall pay the fees for the Services as set out in the Pricing Document and any agreed Call-Off Contract.

5.2 Unless otherwise specified, the Supplier shall invoice the Client monthly in arrears for time and materials engagements, or in accordance with agreed milestones for fixed-price engagements.

5.3 Payment is due within 30 days of the date of invoice.

5.4 All fees are exclusive of VAT, which shall be added at the prevailing rate where applicable.

5.5 The Supplier reserves the right to charge interest on overdue amounts at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

5.6 The Client shall pay all fees due without set-off or deduction unless required by law.

6. Intellectual Property Rights

6.1 All Pre-Existing IP shall remain the property of the party that owned it prior to commencement of the Services.

6.2 Unless otherwise specified in the Call-Off Contract, all Intellectual Property Rights in Deliverables created in the course of providing the Services shall vest in and remain the property of the Supplier.

6.3 Subject to payment of all fees due, the Supplier grants the Client a perpetual, non-exclusive, royalty-free licence to use, copy, modify, and adapt the Deliverables for the Client's internal business purposes.

6.4 Where the Call-Off Contract specifies that Intellectual Property Rights in Deliverables shall vest in the Client, the Supplier hereby assigns (or shall procure the assignment of) such rights to the Client with effect from payment in full for the relevant Services.

6.5 The Supplier retains the right to use general knowledge, skills, experience, ideas, concepts, techniques, and know-how acquired or developed in the course of providing the Services.

6.6 The Client grants the Supplier a non-exclusive licence to use the Client's materials, data, and systems to the extent necessary for the performance of the Services.

7. Confidentiality

7.1 Each party shall keep confidential all confidential Information of the other party and shall not disclose such information to any third party without the prior written consent of the other party.

7.2 The obligations of confidentiality shall not apply to information that:

- (f) is or becomes publicly available through no fault of the receiving party;
- (g) is already known to the receiving party at the time of disclosure;
- (h) is independently developed by the receiving party without reference to the Confidential Information;
- (i) is required to be disclosed by law or regulatory authority.

7.3 The obligations of confidentiality shall survive termination of the Contract for a period of five years.

8. Data Protection

8.1 Each party shall comply with its obligations under applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

8.2 To the extent that the Supplier processes personal data on behalf of the Client, the Supplier shall act only on the Client's documented instructions and shall implement appropriate technical and organisational measures to protect such data.

8.3 The parties shall enter into a data processing agreement where required by applicable data protection legislation.

8.4 The Supplier shall notify the Client without undue delay upon becoming aware of any personal data breach affecting Client data.

9. Warranties

9.1 The Supplier warrants that:

- (j) it has the right and authority to enter into the Contract and provide the Services;
- (k) the Services will be performed with reasonable skill and care by appropriately qualified personnel;
- (l) The Deliverables will conform in all material respects to any agreed specification for a period of 90 days from delivery.

9.2 The Client's sole remedy for breach of the warranty in clause 9.1(c) shall be, at the Supplier's option, repair or re-performance of the non-conforming Deliverable.

9.3 The warranties in clause 9.1 are subject to the Client providing written notice of any defect within the warranty period and providing the Supplier with reasonable opportunity to investigate and remedy the defect.

9.4 Except as expressly set out in this clause 9, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10. Limitation of Liability

10.1 Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

- (m) death or personal injury caused by its negligence;
- (n) fraud or fraudulent misrepresentation;
- (o) any other liability that cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, the Supplier's total aggregate liability to the Client under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 100% of the total fees paid by the Client under the relevant Call-Off Contract in the 12 months preceding the claim.

10.3 Subject to clause 10.1, the Supplier shall not be liable for any:

- (p) loss of profits, revenue, business, or anticipated savings;
- (q) loss of data or corruption of data;
- (r) loss of goodwill or reputation;
- (s) indirect, special, or consequential loss or damage,

however arising, even if the Supplier has been advised of the possibility of such loss.

10.4 The Client acknowledges that the fees reflect the allocation of risk set out in these Terms and Conditions and that the

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Supplier would not be able to provide the Services at the agreed fees without the limitations set out in this clause.

11. Termination

11.1 Either party may terminate the Contract:

- (t) by giving not less than 30 days' written notice to the other party;
- (u) immediately by written notice if the other party commits a material breach of the Contract and, where capable of remedy, fails to remedy such breach within 30 days of written notice requiring it to do so;
- (v) immediately by written notice if the other party becomes insolvent, enters administration, or ceases to carry on business.

11.2 On termination of the Contract:

- (w) the Client shall pay the Supplier for all Services performed up to the date of termination;
- (x) the Supplier shall deliver to the Client all completed Deliverables and work in progress;
- (y) each party shall return or destroy the other party's Confidential Information;
- (z) the Supplier's access to Client systems and environments shall be revoked.

11.3 Termination of the Contract shall not affect any rights or obligations that have accrued prior to termination.

11.4 Clauses that by their nature should survive termination shall continue in force, including clauses 6 (Intellectual Property Rights), 7 (Confidentiality), 8 (Data Protection), 10 (Limitation of Liability), and 13 (Governing Law).

12. General Provisions

12.1 Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations due to circumstances beyond its reasonable control, provided that the affected party notifies the other party promptly and uses reasonable endeavours to mitigate the effects.

12.2 Assignment: The Client may not assign or transfer the Contract without the prior written consent of the Supplier. The Supplier may assign or subcontract the Contract or any part thereof, provided that the Supplier remains responsible for the performance of its obligations.

12.3 Entire Agreement: The Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements relating to its subject matter.

12.4 Variation: No variation of these Terms and Conditions shall be effective unless made in writing and signed by both parties.

12.5 Waiver: No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy.

12.6 Severability: If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.7 Third Party Rights: The Contract does not confer any rights on any person other than the parties pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.8 Notices: Any notice required under the Contract shall be in writing and sent to the address specified in the Call-Off Contract or such other address as may be notified in writing.

13. Governing Law and Jurisdiction

13.1 These Terms and Conditions and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.