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Helix QA – Terms and Conditions (GCloud)

Vanessa Pieterse
Pi Digital Solutions

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1. Overview

These supplementary Terms and Conditions apply to the Helix QA licensed Software as a Service (SaaS) product provided by Pi Digital Solutions under the GCloud framework.

In the event of any conflict between these terms and the GCloud Framework Agreement or Call Off Contract, the GCloud Framework Agreement and Call Off Contract shall take precedence.

2. Service provision

Helix QA is provided as a subscription-based SaaS product in accordance with the published Service Definition and the applicable Call Off Contract. The Buyer is granted access to the service for the duration of the agreed subscription term, subject to the applicable licence tier.

No consultancy, bespoke development, or professional services are included unless separately agreed in writing.

3. Buyer responsibilities

The Buyer is responsible for:

- Managing authorised users and access credentials
- Ensuring use of the service is within the agreed licence tier and usage limits
- Using the service in accordance with the Service Definition and any acceptable use requirements

4. Data protection and security

Both parties shall comply with UK GDPR and applicable data protection legislation in accordance with the GCloud Framework Agreement.

Any processing of personal data, including controller and processor roles, security measures, and data handling obligations, is governed by the applicable GCloud data protection provisions.

5. Changes to subscription

Changes to licence tier, environments, or subscription scope must be agreed in writing through a contract variation and may affect pricing or subscription terms.

6. Charges and payment

Charges are set out in the published GCloud pricing document. Payment terms are 30 days from the date of invoice, in line with the GCloud Call Off Contract.

7. Intellectual property

Intellectual property rights are governed by the GCloud Framework Agreement.

For clarity:

- All intellectual property rights in Helix QA, including the software, platform, updates, and documentation, remain vested in Pi Digital Solutions or its licensors.
- The Buyer is granted a nonexclusive, nontransferable, time limited licence to use Helix QA for its internal business purposes during the subscription term, in accordance with the Call Off Contract.
- Each party retains ownership of its preexisting intellectual property.

This clause is intended to reflect and operate in accordance with Schedule 2 (Intellectual Property Rights) of the GCloud Framework Agreement and does not override it.

8. Liability

Liability is subject to and limited in accordance with the GCloud Framework Agreement and applicable law.

9. Termination

Termination rights are as set out in the GCloud Framework Agreement and Call Off Contract.

10. Governing law

This agreement is governed by the laws of England and Wales.

11. Accessibility

This document has been prepared in line with the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018. It follows GOV.UK guidance on creating accessible documents and is compatible with assistive technologies.