QUAIL MASTER TERMS

Signed for the Client named below by its authorised representative:			
Client name			
Client company number			
Client address			
Signature of Client's authorised signatory		Date	
Print name of signatory		Position of signatory	

Signed for Quantium by Quantium's authorised representative			
Name and company number	Quantium Health Limited (14792421)		
Quantium address	Suite 1, 7th Floor, 50 Broadway, London, SW1H 0DB		
Signature for Quantium's authorised signatory		Date	
Print name of signatory		Position of signatory	

1. THE AGREEMENT

1.1 ***The Agreement:*** This agreement is made up of these Master Terms and any Engagement Orders (**Agreement**). For clarity, this Agreement does not include or govern your separate agreement with the Platform Provider regarding access to, and use of, an applicable Platform.

1.2 ***Compliance with Agreement:*** Each party must perform its obligations under an Engagement Order in accordance with these Master Terms, and the terms of the applicable Engagement Order.

1.3 ***Inconsistencies:*** To the extent there is any inconsistency between these Master Terms and the terms of Engagement Order, the terms of such Engagement Order will take precedence.

1.4 ***Start date:*** These Master Terms begin on the date of the last signature of either of the parties.

1.5 ***Term:*** These Master Terms continue indefinitely unless terminated in accordance with clause 10 (Suspension and Termination) (**Term**).

2. ENGAGING QUANTIUM

2.1 ***Product integration with Platform:*** The Product:

(a) is designed to operate as an application within the Platform;

(b) utilises the Platform's security protocols, access controls and data management capabilities;

(c) processes data within your designated environment on the Platform; and

(d) generates Outputs that are accessible through the Platform interface.

2.2 ***Platform Dependencies:*** Quantium's ability to provide the Product and Services is contingent upon the Platform being available, performing adequately, and (where applicable) granting Quantium access and:

(a) any Platform failure, unavailability, performance issue, security incident, or restriction on Quantium's access to the Platform (whether caused by you, the Platform Provider, or their contractors):

(i) shall not constitute a breach by Quantium of this Agreement; and

(ii) shall not give rise to any liability on the part of Quantium or any Quantium Beneficiary for any resulting Loss.

(b) where you are the Platform Provider, you are responsible for ensuring the Platform meets technical specifications, performance standards and security requirements reasonably notified by Quantium.

2.3 ***Engagement Order:*** You can engage Quantium to:

(a) supply you with Services and related Deliverables or Outputs; and/or

(b) provide you with access to a Product and related Outputs,

by signing an Engagement Order. You acknowledge that access to the Product will be provided through the relevant Platform and that you must maintain a valid license agreement with Platform Provider to access and use the Product. Quantium will supply the Services to you or provide you with access to a Product during the period stated in the applicable Engagement Order.

2.4 ***Signing and effect:*** Upon signing by both parties, an Engagement Order will become effective under the terms of the Agreement.

3. USING DELIVERABLES, PRODUCTS AND OUTPUTS

3.1 ***Your right to access and use Deliverables, Products and Outputs:***

(a) Subject to your compliance with the Agreement, you are granted a right to access and use the Deliverables, Products and/or Outputs for the Permitted Use within the Territory. All other rights are expressly reserved by Quantium. The rights licensed to you in this clause 3.1(a) are non-exclusive, non-transferable and non-sublicensable (other than under paragraph (b) below).

(b) Quantium agrees the rights granted to you under this clause 3.1 can also be exercised by your Nominated Group Companies, while they remain members of your Group. You will be responsible for ensuring full compliance by each of your Employees (and your Nominated Group Companies and their Employees) with the requirements of this Agreement and will be fully liable for their acts and omissions as if they were your acts or omissions.

3.2 ***When you may disclose or provide access to others:*** You may disclose or provide access to a Deliverable, Product or Output (or an extract or derivative of a Deliverable or Output):

(a) to such of your Employees (and those of your Nominated Group Companies) who need to know or access that Deliverable, Product or Output for the Permitted Use within the Territory;

(b) for Deliverables and Outputs only, to your professional advisors who have a need to know or access that Deliverable or Output for the Permitted Use within the Territory, and who are bound by legally enforceable confidentiality obligations at least as restrictive as in this Agreement;

(c) to the extent required by Law or any listing rules of any stock exchange; or

(d) with Quantium's prior written consent (which may, at Quantium's sole discretion, be withheld or granted subject to conditions).

3.3 ***Authorised Users:*** We will provide you with access to Deliverables, Products or Outputs through the Platform. You must ensure that you only allow access to your Employees (and your Nominated Group Companies and their Employees) that are permitted to access the Deliverables, Products and Outputs under this Agreement (**Authorised Users**), and that you and your Authorised Users comply with:

(a) any requirements and terms specified in the applicable Engagement Order; and

(b) any applicable terms of use, security requirements or access protocols required by Platform Provider for use of the Platform.

3.4 *Product availability and support*: Quantium:

(a) will use commercially reasonable efforts to:

(i) make the Product available through the Platform; and

(ii) minimise disruption to your use of the Product.

(b) may perform maintenance on the Product as required and will endeavour to:

(i) provide advance notice of scheduled maintenance where practical; and
(ii) conduct maintenance at times that minimise disruption to your use;

(c) will provide technical support during UK business hours; and
(d) use reasonable efforts to respond to support requests through designated support channels.

3.5 ***Restrictions on how you can use a Deliverable, Product or Output:*** You (and your Nominated Group Companies) must not, whether during the Term or after expiry or termination of this Agreement:

(a) use a Deliverable, Product or Output for any purpose other than for the Permitted Use within the Territory;
(b) disclose, communicate, transmit, disseminate or publish any Deliverable, Product or Output to a third party (including through any timesharing service, service bureau, network or by any other means) other than as expressly permitted by this Agreement;
(c) re-sell, sub-licence, transfer or assign any Deliverable, Product or Output to a third party;
(d) decompile, disassemble, reproduce, scrape or reverse engineer any Deliverable, Product or Output or seek to do any of these things or otherwise discern the source code or the object code of any Deliverable, Product or Output;
(e) copy, modify, alter, reproduce, translate, store, adapt or create derivative works of any Deliverable, Product or Output, except as reasonably required by you for the Permitted Use within the Territory;
(f) combine the whole or any part of the data available on any of our Deliverables, Products or Outputs with any other software, data or material or store or use any part of that data in an archival database or other searchable database, except as expressly permitted by Quantium under a relevant Engagement Order;
(g) permit unauthorised personnel to access or use a Deliverable, Product or Output;
(h) alter, obscure or remove any disclaimer, logo, branding or notice that is on or contained in any Deliverable, Product or Output;
(i) embed any part of a Deliverable, Product or Output in your systems;
(j) do any of the things listed above in respect of any part of Deliverable, Product or Output;
(k) assist or facilitate anyone else to do any of the things listed above;
(l) attempt to access the Product through any means other than the applicable Platform; or
(m) use the Product in any way that violates your agreement with Platform Provider.

3.6 ***Cloud Costs:*** You will be responsible for all cloud computing costs and related infrastructure costs (**Cloud Costs**) incurred by Quantium as a result of your use of the Product. Quantium will invoice you for Cloud Costs and such Cloud Costs will be payable in accordance with clause 6.

4. YOUR RESPONSIBILITIES

4.1 ***Your Inputs and Third Party Inputs:*** You agree to promptly provide Quantium with reasonable access to and a right to use Your Inputs and Third Party Inputs to the extent reasonably required to enable Quantium to provide the Services and related Deliverables and/or provide access to our Products and related Outputs.

4.2 ***Your responsibility for Your Inputs and Third Party Inputs:*** You warrant that Quantium's use of Your Inputs and Third Party Inputs pursuant to clause 4.1 will not infringe any IPRs or other Right or breach any Law. Quantium expressly disclaims, takes no responsibility for, and has no liability for claims relating to Your Inputs and Third-Party Inputs or use of them pursuant to this Agreement.

4.3 ***Quantium relies on what you provide:*** Quantium relies on, and will not confirm, check or verify any of Your Inputs or Third-Party Inputs or any other information that you provide or direct Quantium to collect and use when undertaking an applicable Engagement Order. You are responsible for ensuring that Your Inputs are accurate and complete. You must promptly update or correct any of Your Inputs where you suspect or are aware that there has been a material change to or error in Your Inputs that might affect the scope, reliability, quality or timeliness of delivery of Services, Deliverables, Products or Outputs.

4.4 *Support requirements*: You must:

(a) promptly notify Quantium of any:
(i) system errors, performance issues or service interruptions; or
(ii) unexpected Product behaviour,

(b) provide reasonable information to assist Quantium in diagnosing and addressing any issues; and
(c) cooperate with Quantium in implementing any required fixes or solutions.

4.5 ***Security Requirements:*** You must:

(a) implement and maintain appropriate technical and organisational security measures to protect access credentials to the Product and the Platform;
(b) ensure that all Authorised Users:
(i) use unique, individual login credentials;
(ii) maintain the confidentiality of their access credentials; and
(iii) comply with any additional security protocols required by the Platform Provider or Quantium;

(c) immediately notify both Quantium and Platform Provider of any suspected security breach or unauthorised access;
(d) regularly review and update access permissions for Authorised Users; and
(e) implement any additional security measures reasonably requested by Quantium or Platform Provider.

4.6 ***Platform Requirements:*** You are responsible for:

(a) maintaining a valid license agreement with Platform Provider that permits your access to and use of the Platform;
(b) complying with all of Platform Provider's requirements, including security requirements, for use of the Platform;
(c) ensuring your Authorised Users comply with Platform Provider's requirements; and
(d) any fees or charges payable to Platform Provider.

5. ARTIFICIAL INTELLIGENCE

5.1 ***Use of AI by Quantium:*** Quantium may use artificial intelligence (**AI**) in performing an Engagement Order and will comply with its obligations under this Agreement when doing that.

5.2 ***Your AI Systems:*** Quantium may procure, supply, implement, or support AI-enabled products or services (**Your AI Systems**) for You under an Engagement Order. Your AI Systems may generate outputs based on probabilistic models and available data, and those outputs may be inaccurate, incomplete, out of date or misleading.

5.3 ***Accuracy of output:*** You are responsible for reviewing and verifying the output of Your AI Systems before using or distributing that output, or otherwise implementing reasonable controls that You regard as appropriate to mitigate the risks associated with the use or distribution of that output.

5.4 ***No Liability:*** To the maximum extent permitted by Law, Quantium is not Liable for any Loss suffered as a result of the use of or reliance on outputs generated by Your AI Systems.

5.5 ***IPRs in Your Inputs:*** You grant Quantium a non-exclusive licence (including the right to sublicense) to exercise the IPRs in Your Inputs for the purpose of training, fine tuning or improving AI models, products and services, on the condition that the data is anonymised and does not contain Personal Information.

6. FEES AND CHARGES

6.1 ***Fees for the Products and Services:*** You will pay Quantium the fees set out in the relevant Engagement Order and any Cloud Costs (**Fees**). You agree to pay the Fees (and any expenses) to Quantium within thirty (30) days after the date of Quantium's invoice. If you require your purchase order number to be included on Quantium's invoices, you must advise Quantium of your purchase order number before or on the start date of the relevant Engagement Order. If you do not provide us with your purchase order number within such time, you acknowledge and agree that: (i) Quantium will invoice you without a purchase order number and (ii) you must pay Quantium's invoices without a purchase order number. Any terms and conditions on a purchase order issued by you do not apply to this Agreement and will have no force and effect. If you do not pay the Fees (and any expenses) on time, Quantium may take steps to collect the Fees (and any expenses) you owe. You are responsible for Quantium's related collection costs and expenses.

6.2 ***Other expenses:*** If Quantium incurs any reasonable out of pocket expenses or disbursements in the provision of the Products or Services, you agree to reimburse Quantium for those expenses or disbursements that have been pre-approved by you.

6.3 ***How Quantium will invoice you:*** Fees incurred on:

(a) a time and materials basis will be invoiced monthly at the end of each month, unless otherwise stated in the relevant Engagement Order; and/or

(b) a fixed price basis will be invoiced in accordance with the milestones, or frequency, set out in the relevant Engagement Order.

6.4 ***Additional services:*** Quantium may charge you for additional services it carries out when:

(a) you request the additional services and Quantium agrees to provide those services;

(b) the additional services are necessitated by any delay caused by circumstances outside Quantium's control; or

(c) the additional services are necessary because of your act or omission, including the provision of any incorrect or inadequate information or data, or your (or any third party engaged by you) failure to perform responsibilities or tasks.

6.5 ***VAT:*** Except as expressly set out in an Engagement Order, any monetary amounts or payment obligations stated or referred to in an Engagement Order are exclusive of VAT and any other applicable taxes, duties, levies and charges, which will be payable in addition to and at the same time as any amount stated. If the provision of Products, Services or Deliverables to you is subject to VAT, you must pay to Quantium an additional amount equal to the Fees multiplied by the applicable VAT rate. Such additional amount is payable at the same time as the related Fee. Quantium will provide a VAT Invoice to you as required by the VAT Law.

7. DATA PROTECTION

7.1 Client shall be the controller and Quantium shall be the processor in respect of Client Personal Data processed by Quantium on behalf of Client in the course of providing the Services and in performing its obligations under the Agreement, including using Client Personal Data to develop a complaints analysis tool, generating Outputs in relation to such data and any additional processing activities specified in an Engagement Order.. Client shall be solely responsible for determining the purposes for which and the manner in which such Client Personal Data is processed.

7.2 Each party will comply with all applicable requirements of the Data Protection Legislation when controlling and/or processing (as relevant) Client Personal Data. This is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.3 Each party agrees that:

(a) all processing of Client Personal Data shall take place exclusively on-premise in Client's systems with no remote access by Quantium unless otherwise agreed in advance in writing by the parties;

(b) any Outputs will only be as accurate as the Client Personal Data which Client provides to Quantium as an input; and

(c) Client will place no reliance on the accuracy of any Outputs and will ensure all Outputs are subject to human review including where necessary by an appropriate health professional.

7.4 Engagement Orders will set out certain information regarding Quantium's processing of Client Personal Data as required by Article 28(3) of the UK GDPR in connection with the Service(s).

7.5 Without prejudice to the generality of clause 7.2, Client will ensure that: it has in accordance with Data Protection Legislation an article 6 UK GDPR lawful basis (including where necessary appropriate consent of data subjects), an article 9 UK GDPR special category data processing conditions, and fair processing notices in place to enable:

(a) the lawful transfer of Client Personal Data to Quantium; and

(b) the processing of Client Personal Data by Quantium, including inputting Client Personal Data into the tool for the purposes described in an Engagement Order,

for the duration and purposes of the Agreement.

7.6 Without prejudice to the generality of clause 7.2, Quantium shall, in relation to any Client Personal Data processed by Quantium as processor under the Agreement:

(a) process that Client Personal Data only on the documented written instructions of Client as set out in the Agreement unless Quantium is required by applicable law to otherwise process that Client Personal Data, in which case Quantium shall inform Client of that legal requirement before such processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR and Client acknowledges that as controller it has a responsibility to ensure the appropriateness of such technical and organisational measures given the nature and processing activities to be undertaken by Quantium;

(c) require all personnel who have access to and/or process Client Personal Data to keep the Client Personal Data confidential;

(d) taking into account the nature of the processing, assist Client, at the cost of Client, to respond to requests from data subjects exercising data subject rights under the Data Protection Legislation;

(e) provide reasonable assistance to Client, at the cost of Client, with any data protection impact assessments, and prior consultations with the ICO or any other supervisory authorities which Client reasonably considers to be required by Article 35 or 36 of the UK GDPR or similar provisions under any other Data Protection Legislation, in each case solely in relation to processing of Client Personal Data by Quantium and taking into account the nature of the processing and information available to Quantium;

(f) notify Client without undue delay on becoming aware of a personal data breach providing the Client with sufficient information which allows Client to meet its obligations to report a personal data breach under the Data Protection Legislation. Such notification shall (to the extent the information is available to Quantium):
- describe the nature of the personal data breach, the categories and numbers of data subjects concerned, and the categories and numbers of personal data records concerned;
- communicate the name and contact details of Quantium's data protection officer or other relevant contact from whom more information may be obtained;
- describe the likely consequences of the personal data breach; and
- describe the measures taken or proposed to be taken to address the personal data breach; and

(g) Notwithstanding clause 7.3(a) in the event that any Client Personal Data is processed by Quantium outside of Client's systems as part of the Services provided under this agreement, at the written request of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of this agreement unless required by applicable laws to store the Client Personal Data; and

(h) upon reasonable request of not less than 4 weeks' notice, and provided that Client shall not make more than one request in any rolling 12-month period, provide Client with all information reasonably requested by Client, at the cost of Client, to demonstrate its compliance with the requirements of this Clause 7.

7.7 Subject to clause 7.10, Client instructs Quantium (and authorises Quantium to instruct each Subprocessor) to process Client Personal Data as reasonably necessary to provide the Services.

7.8 Client agrees that, in any communication with data subjects or the ICO or any other supervisory authority relating to Client Personal Data, it shall:

(a) act in good faith;
(b) not misrepresent Quantium or its Subprocessors; and
(c) to the extent permitted by the relevant Data Protection Legislation and other applicable laws, consult in advance with Quantium in relation to such communication,

provided always that nothing in this clause 7.8 shall cause or require Client to miss any response or reporting deadlines specified in the Data Protection Legislation.

7.9 ***Subprocessors:***

(a) Client provides a general authorisation to Quantium's use of Subprocessors to perform processing activities with Client Personal Data on behalf of Client in accordance with this clause 7.9. An Engagement Order will list Existing Subprocessors that are currently engaged by Quantium in relation to the processing of Client Personal Data. At least thirty (10) days before Quantium engages a New Subprocessor, Quantium shall provide Client with written notice of the proposed engagement. If Client raises objections to Quantium's appointment of a New Subprocessor on reasonable grounds, the parties will discuss with a view to resolve in good faith.

(b) Quantium shall enter into a written agreement with each Subprocessor which includes terms that offer at least the same level of protection for Client Personal Data as those set out in this this clause 7 and meet the requirements of Article 28(3) of the UK GDPR.

(c) Quantium shall remain fully liable to Client for any failure by each Subprocessor to fulfil its obligations in relation to the processing of any Client Personal Data.

7.10 ***Restricted Transfers***

(a) Each party agrees that no Restricted Transfers of Client Personal Data will take place without the prior written agreement of the parties.

8. CONFIDENTIALITY

8.1 ***Confidential Information to be kept confidential:*** Each Recipient of Confidential Information agrees to keep Discloser's Confidential Information confidential, secret, and protected and to only use Discloser's Confidential Information to the extent allowed by this Agreement.

8.2 ***Quantium's Confidential Information:*** You agree that Quantium's Confidential Information, is provided to you for the Permitted Use within the Territory, and its disclosure to you does not change its confidential nature.

8.3 ***General limitations regarding disclosure:*** Except to the extent that this Agreement expressly allows, a Recipient must not disclose Confidential Information of Discloser to any person, except:

(a) with the prior written Consent of Discloser;
(b) to professional advisors on a "need to know" basis, and who are bound by legally enforceable confidentiality obligations at least as restrictive as in this Agreement; or
(c) to the extent Recipient is required to disclose by Law, by a regulator, government, administrative authority, stock exchange or in connection with legal proceedings relating to this Agreement, provided that (where practical) Recipient notifies Discloser prior to such disclosure.

8.4 ***Compliance with directions:*** Each Recipient must:

(a) comply with the reasonable directions of Discloser in relation to Discloser's Confidential Information; and

(b) immediately notify Discloser if Recipient suspects or becomes aware of any unauthorised copying, use or disclosure of Discloser's Confidential Information.

8.5 ***General compliance:*** Each Recipient agrees that it will, and will ensure that its Employees will, put in place procedures, processes and systems which are reasonable, appropriate and are good industry practice, but are still no less rigorous than those adopted by Recipient for Recipient's own Confidential Information, to ensure that Discloser's Confidential Information is kept secure and not used by anyone or disclosed to anyone other than as expressly allowed under this Agreement.

8.6 ***No publicity without our consent:*** You must not publish or release any information in connection with this Agreement, the Services, Deliverables, Products or Outputs, or refer to Quantium in any offering, promotion, advertising, web site, presentation, media release or statement, publication or communication of similar nature, without Quantium's prior written consent.

9. INTELLECTUAL PROPERTY

9.1 ***Your IPR:*** You retain all right, title and interest in Your Inputs and your Confidential Information. You grant Quantium (and members of its Group) a non-exclusive licence to use your IPRs to the extent necessary for Quantium to perform its obligations under this Agreement.

9.2 ***Our IPR:*** Quantium or any member of its Group, as applicable, own and continue to own all IPRs in the Services, Products, Deliverables or Outputs (including any interim advices and interim Deliverables or Outputs) and our Confidential Information, subject to you retaining ownership of your Confidential Information and Your Inputs to the extent incorporated in a Deliverable or in an Output. You may only use Quantium's or any member of its Groups IPRs in accordance with this Agreement.

10. SUSPENSION AND TERMINATION

10.1 ***Termination for cause:*** Either party may terminate these Master Terms, any Engagement Order, or both, immediately on notice to the other party if the other party:

(a) breaches a material term of these Master Terms (including any Engagement Order) (and, in the case of a breach capable of remedy, fails to remedy that breach within thirty (30) days after notice of the default by the non-defaulting party); or

(b) suffers an Insolvency Event.

10.2 ***Payment on termination:*** If these Master Terms (or any Engagement Order) is terminated other than due to material breach by Quantium, you will not be entitled to a refund of any prepaid Fees. If these Master Terms or an Engagement Order is terminated, you must immediately pay to Quantium any outstanding Fees for services performed by Quantium, or for your access to Products, up to the date of termination. If an Engagement Order specifies a fixed Fee, and any Services have not been fully delivered or fully performed prior to the date of termination, you must pay Quantium for the Services performed at Quantium's then current hourly rates, up to the amount of any agreed fixed Fee. All access to Products will cease on termination.

10.3 ***Suspension for non-compliance:*** Quantium may suspend your access to Services, Deliverables, Products or Outputs if Quantium, acting reasonably, considers that you have failed to comply with this Agreement, including failing to pay any amounts owing to Quantium when due.

10.4 ***Direction for removal:*** Within ten (10) business days of a direction from Quantium, you must remove any Deliverables, Products and Outputs from all databases, IT systems and devices that you own or control, and destroy or return any of these to Quantium if Quantium, acting reasonably:

(a) believes that you are likely to use these in a way which may infringe IPRs or other Rights of any person; or

(b) considers that continuing an applicable Engagement Order or continuing to provide any Deliverables, Products or Outputs may contravene any IPRs or other Rights or Laws, or Quantium is of the opinion that removal is appropriate to ensure non-contravention of IPRs or other Rights or compliance with Laws or with any request by, direction of or undertaking to a government agency or court.

10.5 ***Survival of clauses:*** All clauses which either expressly or by implication are intended to survive this Agreement ending will continue to apply after the Term, including clauses 3, 7, 8, 9.2, 11, 12 and 13.

11. WARRANTIES

11.1 ***General:*** Each party warrants it has full power and authority to execute, deliver and perform its obligations under these Master Terms and any Engagement Order, and its signatories are authorised to bind the party.

11.2 ***Exclusion of other warranties:***

(a) To the maximum extent permitted by Law, and unless expressly provided in this Agreement, all implied warranties, representations, guarantees, statements, terms, conditions and any other additional obligations (including in respect of Quantium's Services, Products, Deliverables and Outputs) are excluded from this Agreement.

(b) Without limiting (a) above, you acknowledge that Quantium makes no representations (whether express or implied) as to the quality, fitness for purpose, usefulness, reliability, timeliness, accuracy or profitability of any Service, Product, Deliverable or Output.

(c) If a Law implies terms into this Agreement that cannot be lawfully excluded (**Non-Excludable Term**), then such terms will be included in this Agreement only to the extent required by that Law and each party's liability in respect of breach of such terms will be limited to the maximum extent (if any) permitted under that Law. Our liability for a failure to comply with any Non-Excludable Term under the *Consumer Rights Act 2015* is limited to repairing or replacing the relevant goods, resupplying the relevant services, or paying you the cost of doing so.

12. LIMITATIONS ON LIABILITY

12.1 ***Liability cap:*** The maximum aggregate liability to you, and persons claiming through you, of each and all of Quantium, all members of its Group, our Employees and other personnel and any other person for whom Quantium is responsible under this Agreement (together, the **Quantium Beneficiaries**) for all Loss arising in any way in connection with this Agreement, is limited to the lesser of: (i) the fees paid by you in the 12 months prior to the first claim arising; and (ii) £50,000. Quantium's liability for your Loss is reduced to the extent that your acts or omissions cause or contribute to that Loss.

12.2 ***Consequential Loss:*** Quantium and Quantium Beneficiaries are not liable to you for any Consequential Loss suffered or incurred in connection with this Agreement.

12.3 ***No liability to third parties:*** No third party is entitled to rely on the Outputs or Products, Deliverables. Quantium and Quantium Beneficiaries are not liable to any third party in relation to any use by you (or the third party) of, or reliance by any third party on, anything that Quantium provides to you under or in connection with this Agreement (including any Service, Product, Deliverable or Output).

12.4 ***No liability for patents:*** Quantium expressly disclaims, takes no responsibility for, and has no liability for, infringement of patents.

12.5 ***Mitigating loss:*** A party who suffers Loss arising under this Agreement must take reasonable steps to mitigate its Loss. A party's liability under this Agreement (including under an indemnity) is reduced to the extent the other party fails to take reasonable steps to mitigate its Loss.

12.6 ***Basis of limitations:*** The limitations and exclusions in this clause 12: (i) apply to all Loss however arising, whether in contract, tort (including negligence), equity, statute, under an indemnity or otherwise; (ii) apply to the maximum extent permitted by Law; and (iii) are subject always to clause 11.2.

13. INDEMNITIES

13.1 ***You indemnify us:*** You indemnify Quantium against:

(a) Loss that Quantium or a Quantium Beneficiary suffers or incurs arising out of Your Inputs infringing or breaching any IPRs, other Rights or Laws;

(b) any data subject complaint or compensation claim;

(c) any investigation, order, or undertaking from a supervising authority or other competent authority, caused by a breach or alleged breach of Data Protection Legislation in connection with the Client's obligations as controller under the Data Protection Legislation and the Client Personal Data (each as defined in clause 7) by the Client;

(d) any claim by any third party against Quantium or a Quantium Beneficiary in relation to any use or reliance by that third party on anything provided to you by Quantium in connection with this Agreement (including any Service, Product, Deliverable or Output); and

(e) any Loss (including penalties or fines imposed by any regulator) that Quantium or a Quantium Beneficiary suffer to the extent arising out of: (i) any breach of clause 3 (Using Deliverables, Products and Outputs) or other unauthorised use, disclosure or access to Deliverables, Outputs or Products caused or contributed to by you; (ii) any breach of clauses 7 (Data Protection), 8 (Confidentiality) or 9 (Intellectual Property) by you; or (iii) a negligent or wrongful act or omission by you in connection with this Agreement.

13.2 ***We indemnify you:*** Quantium indemnifies you against any Loss suffered or incurred by you in respect of any claim by a third party that our provision of any Service or access to any Product to you infringes any IPRs (**Third Party Claim**), except to the extent that such infringement arises as a result of: (i) any infringement or alleged infringement of a patent; (ii) Your Inputs or Third Party Inputs; (iii) your use of the Product or any Deliverable or Output other than in accordance with this Agreement; (iv) any combination of the relevant Deliverable or Output with any item or material not supplied or approved by Quantium; (v) modification, changes, updates or enhancements to the Deliverable or Output (except where made by Quantium); (vi) your failure to comply with Quantium's written operation or maintenance instructions; or (vii) your failure to comply with clauses 13.3 and 13.4.

13.3 ***Notification of claims:***

(a) If you become aware of any actual, suspected or threatened claim against you, which is of the kind contemplated in clause 13.2 or is otherwise reasonably likely to lead to a claim against us by any person (including you), you must notify us as soon as practicable, which notice must include all details of the claim known to you.

(b) At the request of Quantium, you must (i) do all things necessary to allow us to conduct the defence or settlement of any such claim, subject to Quantium indemnifying you with respect to the relevant claim, and (ii) provide us with reasonable assistance in relation to any such claim.

(c) You agree Quantium will be entitled to assume conduct of a claim in accordance with clause (b) above, provided that:

(iii) Quantium will not make any admission of liability on your behalf without your prior consent;

(iv) you will not admit any liability or agree to any settlement or compromise of the claim, or in any other way prejudice the defence or settlement of the claim, without Quantium's prior written consent;

(v) Quantium will consult with you as to the conduct of any proceedings; and

(vi) you can choose to observe and participate in any proceedings brought in relation to such claim at your own expense.

(d) Where we do not assume a claim under clause (b) above, you must, to the extent permitted by Law, continue to promptly update us regarding the potential or actual claim, and the circumstances associated with it.

13.4 ***Infringement remedies:*** If a Service, Product, Deliverable or Output is, or Quantium reasonably considers may become, the subject of a third-party claim relating to IPR infringement, Quantium may suspend the provision of that Service or access to that Product to you and will use its best endeavours to (at Quantium's option) either:

(a) procure the right for you to continue to use the relevant Deliverable or Output; or

(b) replace or modify the relevant Service, Product, Deliverable or Output so that it becomes non-infringing.

You agree to let Quantium (at Quantium's expense) facilitate a solution pursuant to clause (a) or (b) above, to the extent Quantium is able. If Quantium is unable to implement a solution pursuant to clause (a) or (b) above within a reasonable time period, Quantium may permanently cease provision of the relevant Service, Product, Deliverable or Output to you without any further liability to you, provided that Quantium will not continue to charge you, and will refund any fees prepaid by you, for such Services, Products, Deliverables or Outputs to the extent they are not provided to you.

13.5 ***Sole and exclusive remedy:*** The remedies set out in this clause 13 are your sole and exclusive remedy in relation to any Loss you suffer or incur arising out of or in connection with a Third Party Claim.

14. GENERAL PROVISIONS

14.1 ***Disagreements:*** The parties agree to use reasonable commercial efforts to resolve by negotiation any problem that arises between them under this Agreement. Except if it is necessary to seek urgent interlocutory relief, neither party will resort to legal proceedings, or terminate this Agreement, without first undertaking negotiation with the other party in good faith for a period of thirty (30) days.

14.2 ***Events outside a party's control:*** Neither party will be liable to the other for any delay or non-performance of that party's obligations (except for a failure to pay Fees) under this Agreement to the extent to which that delay, or non-performance is due to events which are beyond a party's reasonable control which could not reasonably be planned for or avoided. The affected party agrees to promptly notify the other party in writing of the delay or non-performance (including detailing the cause, extent and likely duration of the delay or non-performance). If the affected party is not reasonably able to resume performance within sixty (60) days after cause of the delay or non-performance first materialised, either party may terminate this Agreement with immediate effect by written notice to the other party.

14.3 ***Waiver:*** A provision of this Agreement, or any right referenced in it, may only be waived by written notice signed by the party granting the waiver. No failure by a party to exercise nor any delay in exercising any right, power or remedy operates as a waiver of that party's right.

14.4 ***Quantium's relationship with you:*** Quantium may undertake an Engagement Order using services or products provided by other members of its Group and services or products provided by contractors. Quantium is your independent contractor. Neither party is a partner, agent, employee, fiduciary or legal representative of the other party. Neither party has authority to bind the other in any way.

14.5 ***Notices:*** All notices, consents or other communications between the parties pursuant to this Agreement must be in writing.

14.6 ***Counterparts:*** This Agreement may be executed in any number of counterparts. Counterparts exchanged by means of email or scanned electronic document will be treated as originals.

14.7 ***No assignment:*** Neither party may assign, sub-license or otherwise transfer the benefit of this Agreement without the other party's prior consent.

14.8 ***Severability***: If the whole or any part of a clause of this Agreement is void, unenforceable, or illegal in a jurisdiction, it is severed for that jurisdiction. This clause has no effect if the deletion alters the basic nature of this Agreement or is contrary to public policy.

14.9 ***Audit:*** You agree to establish and maintain books, records and accounts which are relevant to the operation of this Agreement including, without limitation, relating to your use of the Deliverables, Products or Outputs in accordance with the Permitted Use and licence grant under this Agreement. Quantium reserves the right on the provision of reasonable notice and at a mutually agreed time to inspect and audit your compliance with this Agreement.

14.10 ***Governing law and jurisdiction:*** This Agreement (including non-contractual disputes or claims) is governed by the laws of England. Each party submits to the non-exclusive jurisdiction of the courts of England in London to resolve any and all disputes or claims arising out of or in connection this Agreement (including non-contractual disputes or claims).

14.11 ***Entire Agreement:*** This Agreement contains the entire agreement between you and Quantium with respect to its subject matter and supersedes all prior agreements, understandings and representations between you and Quantium. The parties may only vary this Agreement by their written agreement.

15. INTERPRETATION

15.1 References to 'we', 'us', 'our' or 'Quantium' means the entity specified on the signature page of these Master Terms.

15.2 References to 'you', 'your' or 'Client' means the party stated as the Client in an Engagement Order.

15.3 All references to "controller", "processor", "personal data", "process" and "personal data breach" shall have their respective meanings given in the UK GDPR, and their cognate terms shall be construed accordingly.

15.4 ***Definitions*** In this Agreement, the following definitions apply unless the context requires otherwise:

Affiliate means any legal entity directly or indirectly Controlling or Controlled by or under direct or indirect common Control with the specified entity.
Authorised Users has the meaning given in clause 3.3.
Client Personal Data means any personal data of which the Client is the controller and which is processed by Quantium or any authorised Subprocessor within the Client's Platform Tenant, pursuant to or in connection with this Agreement.
Confidential Information in relation to a party (***Discloser***) means any information of whatever kind disclosed or revealed by the Discloser to the other party (***Recipient***), or otherwise relating to the Discloser (or any member of the Discloser's Group) and obtained by the Recipient, under or in relation this Agreement that: (a) is by its nature confidential; (b) is designated by the Discloser as confidential; or (c) the Recipient knows or ought to know is confidential, but does not include information that is: (i) in the public domain otherwise than as a result of a breach of this Agreement or another obligation of confidence; (ii) already known by the Recipient independently of its interaction with the other party and free of any obligation of confidence; or (iii) independently developed or obtained by the Recipient without breach of this Agreement or another obligation of confidence.
In addition, '***Quantium's Confidential Information***' includes the nature and terms of this Agreement, the Services, Deliverables, Products, Outputs and Quantium Data.
Consent **means** any licences, clearances, permissions, authorisations, waivers, approvals or consents.

Consequential Loss means any:

(a) loss or corruption of data, loss of revenue, loss of business, loss of use, opportunity, profits, goodwill or bargain, failure to make savings, or business interruption, whether arising directly or not;
(b) any Loss not arising naturally and according to the usual course of things from the relevant breach or acts or omissions; or
(c) other indirect, consequential, special or incidental loss or damage.

Control, for the purpose of the definition of "Affiliate", means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time relating to personal data which apply to a party including the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR") and the Data Protection Act 2018.

Deliverables means the deliverables specified in an Engagement Order and any reports or advices that we provide to you in connection with the Services. Outputs from Products are not Deliverables.

Employees means officers, employees, and agents of a party.

Engagement Order means an order (once signed by both parties) for Quantium to supply you with Services and related Deliverables and/or provide you with access to a Product and related Outputs.

Fees has the meaning given to that term in clause 6.1.

Group, in relation to an entity, means that entity and its Affiliates (each **a member** of the entity's Group).

ICO means the UK's Information Commissioner's Office.

Insolvency Event means a party is unable to pay its debts as they fall due, takes any corporate action or any steps are taken or legal proceedings are started for the winding up, dissolution, liquidation or reorganization (other than a solvent reconstruction) or for the appointment of a controller or any other similar officer, over it or of any of its revenues or assets, or it seeks or is granted protection from its creditors under any applicable legislation.

IPRs mean intellectual property rights, whether present or future and whether registered or unregistered, including copyright, rights in relation to inventions (including patents), know how, trade secrets and other rights in and to confidential information, trademarks, business names, domain names, designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, enforceable or protectable in any jurisdiction.

Laws means any applicable local laws (including legislation), mandatory codes, directives or practices and mandatory industry codes (whatever called) of any relevant country and jurisdiction.

Loss means any loss, damage, liability, claim, cost or expenses, including legal costs on a solicitor/client basis.

Master Terms means clauses 0 to 15 of this document (including the signature page).

New Subprocessor means any Subprocessor to which Quantium wishes to delegate the processing of personal data; after the Start Date.

Nominated Group Companies means those entities in your Group specified in the Engagement Order.

Output means any output (including reports and other presentations of data or information such as data analyses, factors and tables) generated by a Product that is made available to you pursuant to the terms of an Engagement Order.

Permitted Use means use of Deliverables, Products, and Outputs by you and your Nominated Group Companies in the Territory under this Agreement for your own internal business purposes, subject to agreed permissions, restrictions and requirements as to use of such Deliverables, Products, and Outputs as expressly stated in the applicable Engagement Order.

Platform means the platform hosted by a Platform Provider through which the Product will be made available.

Platform Provider means you or any third party (including their contractors and infrastructure providers) who provides, operates, maintains and/or controls the Platform through which the Product is made available.

Platform Tenant means your designated workspace, environment or tenant on the Platform through which you access the Product and within which Client Personal Data is processed.

Product means any tool or software product licensed or made available to you, on a subscription basis or otherwise, pursuant to the terms of an Engagement Order.

Quantium Data means data, content, code, materials and other information owned by Quantium, or otherwise acquired or licensed from other third parties to Quantium (other than from you), which Quantium provides to you under this Agreement including any information that Quantium generates in the performance of an applicable Engagement Order.

Restricted Country means a country or territory outside the UK that is not a country or territory that the UK has deemed to provide an adequate level of protection for personal data pursuant to a decision made in accordance Article 45(1) of the UK GDPR, or similar provisions under any other Data Protection Legislation.

Restricted Transfer means a transfer of personal data which is deemed by the ICO in its data transfer guidance to be prohibited by Data Protection Legislation under Chapter V of the UK GDPR, which may include: (i) a transfer of personal data from Client to Quantium in a Restricted Country; or (ii) a transfer of personal data from Quantium to a Subprocessor in a Restricted Country, as updated from time to time by the ICO.

Right means any right of privacy or confidentiality or in contract, statute or tort that is legally enforceable by any person.

Services means the services provided by Quantium pursuant to, and as specified in, an applicable Engagement Order.

Subprocessor means any processor appointed by or on behalf of Quantium to process Client Personal Data.

Term has the meaning given to that term in clause 1.5 of this document.

Territory means the country or other jurisdiction or geographical area described in the applicable Engagement Order.

Third Party Input means any input of any third party as described in an Engagement Order.

VAT has the meaning given to that term in the VAT Law.

VAT Invoice has the meaning given to that term in the VAT Law.

VAT Law means the Value Added Tax Act 1994 and all related legislation.

Your Inputs means data, information (including your Confidential Information), content, instructions or other information that is:

(a) Client Personal Data;
(b) provided by you to Quantium in connection with these Master Terms (including any Engagement Order);
(c) specified in an Engagement Order; or

(d) reasonably requested by Quantium to assist with the development and delivery to you of the Services, Deliverables, Products or Outputs.

15.5 **Interpretation:** Unless the context otherwise requires:

(a) monetary amounts are expressed in Pounds Sterling (GBP);
(b) headings are for convenience only and do not affect interpretation;
(c) words importing the singular include the plural and vice versa;
(d) other grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
(e) an expression importing a natural person includes a partnership, joint venture, association, corporation, trading trust or other body corporate or government agency;
(f) a reference to anything includes a part of that thing;
(g) mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included;
(h) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
(i) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
(j) references to a party to this Agreement includes references to the successors or assigns (immediate or otherwise) of that party;
(k) 'business day' means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the UK where the company is registered (section 1173(1), Companies Act 2006); and
(l) where the day on or by which any thing is to be done is not a business day, that thing must be done on or by the next business day

Annex A

G-Cloud Confidentiality

All information provided as part of this application is commercially sensitive, with the exception of:

- service descriptions and features (as published on the Digital Marketplace)
- standard pricing (as published on the Digital Marketplace)
- standard terms and conditions (as published on the Digital Marketplace)

We request that the following information be excluded from FOI requests indefinitely as disclosure would prejudice our commercial interests and competitive position:

- Supplier declaration responses (company structure, financial information, insurance details)
- Financial Viability Risk Assessment submissions
- Technical Ability Certificate including client references and contract details
- Quality award question responses
- Any technical documentation regarding our service architecture, security measures, or implementation methodologies
- Commercial negotiations or client-specific arrangements
- Any information provided on vulnerability assessment and methodologies