



HYPERCUBE CONSULTING LIMITED

(Registered in Scotland with number SC691895)

SOLUTION-AS-A-SERVICE

TERMS & CONDITIONS

VERSION 1.0 — G-CLOUD EDITION

Framework:	G-Cloud 15 (RM1557.15)
Lot:	Lot 2b (Software as a Service)
Governing law:	England and Wales

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1. Definitions

1.1 In these Terms:

Affiliate: means with respect to an entity, any entity that controls, is controlled by, or is under common control with that entity.

Buyer: means the Contracting Authority or public sector body purchasing the Service via the G-Cloud Framework, as identified in the Call-Off Contract.

Buyer Configuration: means the specific configurations, dashboards, workflows, and data integrations created solely and specifically for the Buyer's unique environment during the Term.

Buyer Data: means all data, information, and content provided by or on behalf of the Buyer to Hypercube in connection with the Service, including operational data and any outputs generated by the Service from such data.

Business Day: means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Business Hours: means 09:00 to 17:30 on a Business Day.

Call-Off Contract: means the contract formed between the Buyer and Hypercube pursuant to the G-Cloud Framework, incorporating these Terms.

Confidential Information: means any business or technical information of either party that is designated as confidential or that, due to its nature, should reasonably be treated as confidential.

Continuity Trigger: means any of the following events: (i) Hypercube enters administration, liquidation, or makes a voluntary arrangement with its creditors; (ii) Hypercube provides written notice of its intention to discontinue the Service; or (iii) Hypercube fails to provide the Service in material compliance with the SLA for a continuous period of 90 days.

Crown Body: means any department, office, or agency of the Crown, including any NHS body, local authority, or other public sector organisation.

Data Protection Laws: means the UK General Data Protection Regulation, the Data Protection Act 2018, and any successor legislation, together with all applicable guidance issued by the Information Commissioner's Office.

Effective Date: means the date on which the Call-Off Contract is formed.

Embedded Third Party Software: means any Third Party Software that is integrated within or forms part of the Hypercube Platform such that the Buyer accesses it solely through the Service.

Escrow Agent: means a reputable third-party software escrow provider appointed by Hypercube in accordance with Clause 8.5.

Fees: means the fees payable by the Buyer for the Service as set out in the Call-Off Contract and the Digital Marketplace listing.



G-Cloud Framework: means the Crown Commercial Service framework agreement for cloud services through which this Service is offered.

Hypercube: means Hypercube Consulting Limited, registered in Scotland with company number SC691895.

Hypercube Platform: means the proprietary software platform developed by Hypercube, including all modules, libraries, APIs, and components, used to deliver the Service.

Incident: means any unplanned interruption to, or reduction in the quality of, the Service.

Initial Term: means the period of 12 months commencing on the Effective Date, unless otherwise specified in the Call-Off Contract.

Intellectual Property Rights: means patents, copyrights, database rights, trade marks, trade secrets, know-how, and all other intellectual property rights, whether registered or unregistered.

Order Form: means the document specifying the Service, Fees, and any Buyer-specific requirements, forming part of the Call-Off Contract.

Output: means any reports, analyses, visualisations, and other results generated by the Service for the Buyer.

Pass-Through Third Party Software: means any Third Party Software that is licensed directly to the Buyer on a pass-through basis and identified as such in the Order Form.

Personal Data: has the meaning given in the Data Protection Laws.

Platform Improvement: means any generic improvement, pattern, bug fix, connector, or module developed by Hypercube during the provision of the Service that is not specific to the Buyer and is capable of benefiting other customers.

Renewal Term: means each successive 12-month period following the Initial Term.

Service: means the Hypercube energy intelligence and analytics platform, including all functionality, support, and maintenance as described in the Digital Marketplace listing and Order Form.

Service Credit: means the credit payable by Hypercube to the Buyer in accordance with Schedule 1 in the event of a failure to meet the Service Levels.

Service Levels: means the service levels set out in Schedule 1.

SLA: means the Service Level Agreement set out in Schedule 1.

Sub-processor: means any third party engaged by Hypercube to process Personal Data on behalf of the Buyer.

Term: means the Initial Term together with any Renewal Terms.

Terms: means these terms and conditions.



Third Party Software: means any software in which the Intellectual Property Rights are owned by a third party, whether Embedded Third Party Software or Pass-Through Third Party Software.

UK Data Centre: means a data centre located within the United Kingdom.



2. Basis of Contract

2.1 These Terms apply to the provision of the Service by Hypercube to the Buyer pursuant to the G-Cloud Framework.

2.2 These Terms are supplemental to the Call-Off Contract. In the event of any conflict between these Terms and the Call-Off Contract, the Call-Off Contract shall prevail.

2.3 The Call-Off Contract constitutes the entire agreement between the parties in relation to the Service. The Buyer acknowledges that it has not relied on any statement, promise, or representation not set out in the Call-Off Contract.

2.4 Hypercube may update these Terms from time to time to reflect changes in law, best practice, or the Service. Hypercube shall provide at least 30 days' notice of any material changes. Changes shall not apply retrospectively and shall not materially diminish the Service during any paid Term.

3. Buyer Responsibilities

3.1 The Buyer shall:

- (a) provide Hypercube with timely information, access, and assistance reasonably required for Hypercube to perform its obligations;
- (b) ensure that all information provided to Hypercube is accurate and complete in all material respects;
- (c) designate at least one authorised contact with authority to make decisions and approve changes on behalf of the Buyer;
- (d) obtain and maintain all necessary consents, licences, and permissions required for Hypercube to access and process Buyer Data;
- (e) use the Service in accordance with all applicable laws, these Terms, and any acceptable use policy notified by Hypercube;
- (f) maintain appropriate security measures for user credentials and access to the Service; and
- (g) maintain regular backups of Buyer Data held outside the Service to the extent the Buyer considers necessary.

3.2 The Buyer acknowledges that Hypercube's ability to perform its obligations depends on the Buyer fulfilling its responsibilities under this Clause 3. Hypercube shall not be liable for any failure or delay caused by the Buyer's failure to comply with its obligations.

4. The Service

4.1 Hypercube shall provide the Service to the Buyer in accordance with these Terms and the Service Levels set out in Schedule 1.



4.2 The Service is delivered via a Forward Deployed model, whereby Hypercube technical resources work closely with the Buyer to configure the Hypercube Platform to meet the Buyer's specific requirements. This may include the creation of Buyer Configuration.

4.3 Hypercube shall have the right to make changes to the Service that are necessary to comply with applicable law or that do not materially diminish the functionality of the Service. Hypercube shall provide reasonable notice of any material changes.

4.4 Where the Service incorporates Embedded Third Party Software, Hypercube shall ensure that such software is properly licensed and shall manage the relationship with the relevant third party vendor on the Buyer's behalf.

4.5 Hypercube shall provide reasonable support and maintenance for the Service during Business Hours, including bug fixes, security patches, and functional updates.

5. Service Levels

5.1 Hypercube shall provide the Service in accordance with the Service Levels set out in Schedule 1.

5.2 If Hypercube fails to meet a Service Level, the Buyer shall be entitled to Service Credits as set out in Schedule 1. Service Credits shall be the Buyer's sole and exclusive remedy for failure to meet Service Levels, except where such failure constitutes a material breach entitling the Buyer to terminate.

5.3 The Buyer shall report any Incident to Hypercube's service desk as soon as reasonably practicable. Hypercube shall respond to and resolve Incidents in accordance with the response and resolution times set out in Schedule 1.

5.4 Hypercube shall provide the Buyer with monthly service reports summarising availability, Incidents, and Service Credits (if any).

6. Fees and Payment

6.1 The Buyer shall pay the Fees as set out in the Order Form and the Digital Marketplace listing. Unless otherwise specified, Fees shall be invoiced quarterly in advance, with the first invoice issued on or promptly following the Effective Date.

6.2 All invoiced amounts are due and payable within 14 days of the invoice date.

6.3 All Fees are exclusive of VAT, which shall be charged at the applicable rate.

6.4 Where the Order Form specifies usage-based or variable Fees, Hypercube shall invoice such Fees quarterly in arrears based on actual usage during the preceding quarter.

6.5 Hypercube may increase Fees at the start of any Renewal Term by providing at least 90 days' written notice. Any increase shall not exceed the greater of: (a) 5%; or (b) the percentage increase in the Consumer Prices Index over the preceding 12 months.

6.6 If any invoice remains unpaid for more than 30 days after the due date, Hypercube may (without prejudice to any other remedy): (a) charge interest at 3% per annum above the



Bank of England base rate; and (b) suspend the Service until payment is received, provided Hypercube has given at least 14 days' written notice of its intention to suspend.

6.7 The Buyer shall not be entitled to withhold or set off any amounts due under the Call-Off Contract except as expressly permitted by law or these Terms.

6.8 For the avoidance of doubt, Fees are non-refundable except: (a) as expressly provided in these Terms; (b) where Hypercube materially breaches its obligations; or (c) as required by law.

7. Confidentiality

7.1 Each party shall keep the other party's Confidential Information confidential and shall not disclose it to any third party except: (a) to employees, contractors, or advisers who need to know and are bound by equivalent confidentiality obligations; (b) as required by law, regulation, or order of a court or competent authority; or (c) with the prior written consent of the disclosing party.

7.2 Confidential Information does not include information that: (a) is or becomes publicly available other than through breach of these Terms; (b) was known to the receiving party before disclosure; (c) is received from a third party who is entitled to disclose it; or (d) is independently developed by the receiving party.

7.3 The obligations in this Clause 7 shall survive termination of the Call-Off Contract for a period of 5 years.

7.4 Nothing in these Terms shall prevent either party from disclosing information to the extent required by the Freedom of Information Act 2000, the Environmental Information Regulations 2004, or any other applicable transparency obligations. The disclosing party shall, where reasonably practicable, consult with the other party before making such disclosure.

8. Intellectual Property

8.1 Ownership:

(a) Buyer IP: The Buyer shall own all right, title, and interest in and to the Buyer Data and the Buyer Configuration created during the Term.

(b) Hypercube IP: Hypercube retains all right, title, and interest in and to the Hypercube Platform and any Platform Improvements.

(c) Outputs: The Buyer shall own the Outputs generated by the Service. Where any Output incorporates elements of the Hypercube Platform, the Buyer's ownership extends only to the specific content and presentation of such Output, not to the underlying platform components.

8.2 Platform Improvement Rights:

The Buyer acknowledges that Hypercube continuously improves its platform. The Buyer grants Hypercube a perpetual, royalty-free right to retain and use any Platform Improvements developed during the engagement. This right strictly excludes any Buyer Confidential Information, Buyer Data, or information specific to the Buyer's operations or competitive position.

8.3 Licence to Use:

Hypercube grants the Buyer a non-exclusive, non-transferable licence to use the Hypercube Platform modules required to operate the Service during the Term.

8.4 Crown Bodies:



The Buyer may share Outputs with other Crown Bodies for governmental purposes without additional charge or consent, provided such sharing does not involve granting access to the Service itself or disclosing Hypercube's Confidential Information.

8.5 Software Escrow:

Hypercube shall maintain a software escrow arrangement with a reputable third-party Escrow Agent. Hypercube shall deposit with the Escrow Agent a complete copy of the source code for the Hypercube Platform, together with documentation and build instructions reasonably necessary to compile, deploy, and maintain the platform. Hypercube shall update such deposit at least annually. The escrow agreement shall provide for release of the deposited materials to the Buyer upon the occurrence of a Continuity Trigger. The costs of the escrow arrangement shall be borne by Hypercube.

8.6 Continuity Licence:

Upon the occurrence of a Continuity Trigger, the Buyer shall automatically be granted a perpetual, royalty-free, source-code licence to the version of the Hypercube Platform then deployed in the Buyer's environment, allowing the Buyer to maintain and run the system independently of Hypercube.

9. Data Protection

9.1 The parties shall comply with their respective obligations under Data Protection Laws. The details of processing, including the subject matter, duration, nature, purpose, types of Personal Data, and categories of Data Subjects, are set out in Schedule 2 (Data Processing Agreement).

9.2 To the extent that Hypercube processes Personal Data on behalf of the Buyer, Hypercube acts as a Processor and the Buyer acts as a Controller (or, where applicable, as a Processor on behalf of another Controller).

9.3 Schedule 2 sets out the data processing terms that apply to the processing of Personal Data under this Call-Off Contract and forms part of these Terms.

9.4 Hypercube shall maintain a list of Sub-processors at the URL specified in Schedule 2. Hypercube shall provide at least 30 days' notice before engaging any new Sub-processor. The Buyer may object to a new Sub-processor on reasonable grounds relating to data protection, and the parties shall work in good faith to resolve any objection.

10. Data Sovereignty and Security

10.1 UK Data Residency: All Buyer Data shall be stored and processed in UK Data Centres. Hypercube shall not transfer Buyer Data outside the United Kingdom without the Buyer's prior written consent, except where: (a) the transfer is to a country subject to an adequacy decision; or (b) appropriate safeguards are in place in accordance with Data Protection Laws.

10.2 Security Certification: Hypercube holds Cyber Essentials Plus certification (or equivalent) and shall maintain such certification throughout the Term. Evidence of current certification shall be provided to the Buyer upon request.

10.3 Security Measures: Hypercube shall implement and maintain appropriate technical and organisational measures to protect Buyer Data against unauthorised or unlawful processing, accidental loss, destruction, or damage. Such measures shall include, as a minimum, those described in Schedule 3.

10.4 Security Incidents: Hypercube shall notify the Buyer without undue delay (and in any event within 48 hours) upon becoming aware of any actual or suspected security incident affecting Buyer Data. Hypercube shall provide reasonable assistance to the Buyer in investigating and mitigating any such incident.

10.5 Audit: The Buyer (or its nominated third party) may, upon reasonable notice and during Business Hours, audit Hypercube's compliance with its security and data protection obligations. Such audits shall not occur more than once per year unless required by a regulatory authority or following a security incident. Hypercube shall provide reasonable assistance and access to relevant records.

10.6 Penetration Testing: Hypercube shall conduct penetration testing of the Service at least annually and shall provide a summary of findings and remediation actions to the Buyer upon request.



11. Term and Termination

11.1 This Call-Off Contract shall commence on the Effective Date and shall continue for the Initial Term. Thereafter, the Call-Off Contract shall automatically renew for successive Renewal Terms unless either party provides at least 90 days' written notice of non-renewal prior to the end of the then-current Term.

11.2 Termination for Convenience: The Buyer may terminate the Call-Off Contract at any time by providing at least 90 days' written notice to Hypercube. No termination fee or penalty shall apply.

11.3 Termination for Cause: Either party may terminate the Call-Off Contract with immediate effect by written notice if:

(a) the other party commits a material breach of these Terms and (where capable of remedy) fails to remedy such breach within 30 days of written notice specifying the breach; or

(b) the other party becomes subject to insolvency proceedings, enters administration, liquidation, or makes a voluntary arrangement with its creditors.

11.4 Upon termination or expiry for any reason:

(a) the Buyer's right to access and use the Service shall cease (except as required for Exit and Transition under Clause 12);

(b) each party shall return or destroy the other party's Confidential Information; and

(c) the Buyer shall pay all Fees due up to the effective date of termination.

11.5 Termination shall not affect any rights, remedies, or obligations that have accrued prior to termination.

11.6 Clauses that by their nature should survive termination (including Clauses 7, 8, 9, 12, 14, and 15) shall survive termination of the Call-Off Contract.



12. Exit and Transition

12.1 Exit Assistance Period: Upon termination or expiry of the Call-Off Contract (for any reason), Hypercube shall provide Exit Assistance for a period of 90 days following the effective date of termination (the "Exit Assistance Period"). The Buyer may extend the Exit Assistance Period by up to a further 90 days upon written request, provided such request is made at least 30 days before the end of the initial Exit Assistance Period.

12.2 Exit Assistance: During the Exit Assistance Period, Hypercube shall:

- (a) continue to provide the Service (or agreed elements of it) to enable orderly transition;
- (b) provide the Buyer with a complete export of all Buyer Data in a commonly-used, machine-readable format (e.g., CSV, JSON, Parquet, or such other format as the Buyer reasonably requests);
- (c) provide reasonable assistance and cooperation to the Buyer and any successor supplier to facilitate the transition of the Service;
- (d) provide documentation reasonably required to enable the Buyer or a successor supplier to understand and replicate the Buyer Configuration; and
- (e) answer reasonable questions from the Buyer or successor supplier regarding the Service and Buyer Data.

12.3 Exit Fees: No exit fees or penalties shall be payable by the Buyer. The Buyer shall pay Hypercube's reasonable time and materials costs for Exit Assistance beyond the activities described in Clause 12.2 at Hypercube's then-current day rates, provided such additional assistance is requested by the Buyer in writing.

12.4 Data Deletion: Within 60 days following the end of the Exit Assistance Period (or earlier if requested by the Buyer), Hypercube shall securely delete all Buyer Data from its systems and shall certify such deletion in writing. Hypercube may retain copies of Buyer Data only to the extent required for legal compliance, regulatory purposes, or backup integrity, and any such retained data shall remain subject to the confidentiality and data protection obligations of these Terms.

12.5 Continuing Obligations: Hypercube's obligations under this Clause 12 shall survive termination of the Call-Off Contract.

13. Warranties

13.1 Hypercube warrants that:

- (a) it will provide the Service using reasonable skill and care and in accordance with generally accepted industry standards;
- (b) the Service will perform materially in accordance with the documentation and the Service Levels;



(c) it has the right to grant the licences contemplated by these Terms and that the Buyer's use of the Service in accordance with these Terms will not infringe any third party's Intellectual Property Rights; and

(d) all personnel engaged in providing the Service will be appropriately qualified and experienced.

13.2 Hypercube warrants that it has executed written agreements with all personnel (whether employees or subcontractors) engaged in providing the Service, assigning to Hypercube all Intellectual Property Rights in work product created in connection with the Service.

13.3 Hypercube does not warrant that the Service will be uninterrupted or error-free, or that it will meet the Buyer's specific requirements beyond those set out in the Order Form.

13.4 The Buyer's sole remedy with respect to Pass-Through Third Party Software shall be to the licensor, manufacturer, or vendor of such software. For the avoidance of doubt, where Third Party Software is Embedded Third Party Software, Hypercube shall remain responsible for managing the vendor relationship and the Buyer's remedy shall be against Hypercube.

13.5 Except as expressly set out in these Terms, all warranties, conditions, and representations (whether express or implied) are excluded to the fullest extent permitted by law.

14. Limitation of Liability

14.1 Nothing in these Terms shall exclude or limit either party's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of Clause 7 (Confidentiality) or Clause 9 (Data Protection);
- (d) infringement of the other party's Intellectual Property Rights; or
- (e) any other liability that cannot be excluded or limited by law.

14.2 Subject to Clause 14.1, neither party shall be liable to the other for any:

- (a) loss of profits, revenue, or anticipated savings;
 - (b) loss of goodwill or reputation;
 - (c) loss of or corruption of data (except to the extent caused by Hypercube's breach of its data protection or security obligations); or
 - (d) indirect, consequential, special, or punitive damages,
- in each case whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise.

14.3 Subject to Clauses 14.1 and 14.2, each party's total aggregate liability to the other under or in connection with the Call-Off Contract shall not exceed the greater of:



(a) 150% of the total Fees paid or payable under the Call-Off Contract in the 12 months preceding the claim; or

(b) £1,000,000.

14.4 Hypercube shall not be liable for any failure or delay caused by: (a) any act or omission of the Buyer contrary to its obligations; (b) any Force Majeure Event; or (c) any third party over whom Hypercube has no control.

14.5 For the purposes of these Terms, a "Force Majeure Event" means any event beyond a party's reasonable control, including acts of God, fire, flood, earthquake, pandemic, war, terrorism, strikes, and failures of third-party telecommunications networks.



15. Indemnification

15.1 Hypercube shall indemnify, defend, and hold the Buyer harmless from and against any third-party claim that the Service (excluding any Buyer Data or Buyer Configuration) infringes any Intellectual Property Rights (an "IP Claim").

15.2 If an IP Claim results in the Buyer's use of the Service being enjoined or materially restricted, Hypercube shall, at its option and expense: (a) obtain the right for the Buyer to continue using the Service; (b) modify the Service to be non-infringing; or (c) replace the Service with a non-infringing alternative of equivalent functionality.

15.3 Hypercube shall have no obligation under this Clause 15 for any IP Claim arising from: (a) modification of the Service by the Buyer; (b) combination of the Service with materials not provided by Hypercube; (c) the Buyer's failure to use updates provided by Hypercube; or (d) use of the Service other than in accordance with these Terms.

15.4 The Buyer shall indemnify Hypercube against any third-party claim arising from Hypercube's use of Buyer Data in accordance with these Terms.

15.5 The indemnified party shall: (a) promptly notify the indemnifying party of any claim; (b) give the indemnifying party sole control of the defence and settlement; and (c) provide reasonable assistance at the indemnifying party's expense.

16. General Provisions

16.1 Accessibility: Hypercube shall use reasonable endeavours to ensure that the Service complies with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Hypercube shall provide the Buyer with an accessibility statement and roadmap upon request.

16.2 Notices: Any notice under these Terms shall be in writing and shall be delivered by hand, pre-paid first-class post, or email to the addresses specified in the Order Form. Notices shall be deemed received: (a) if delivered by hand, on the day of delivery; (b) if sent by post, on the second Business Day after posting; (c) if sent by email, on the next Business Day after sending.

16.3 Assignment: Neither party may assign or transfer the Call-Off Contract without the prior written consent of the other party, except that: (a) Hypercube may assign to an Affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets; and (b) the Buyer may assign to another Crown Body.

16.4 Subcontracting: Hypercube may subcontract the performance of its obligations, provided that Hypercube remains responsible for the acts and omissions of its subcontractors.

16.5 Waiver: No failure or delay by either party in exercising any right shall operate as a waiver of that right.

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



16.7 Third Party Rights: The parties do not intend that any term of these Terms shall be enforceable by any person who is not a party pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.8 Entire Agreement: The Call-Off Contract (including these Terms and the Schedules) constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

16.9 Governing Law: These Terms 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, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

16.10 Dispute Resolution: The parties shall attempt in good faith to resolve any dispute through escalation to senior management within 10 Business Days of written notice. If unresolved within 30 Business Days, either party may refer the dispute to mediation under the CEDR Model Mediation Procedure before commencing litigation. Nothing in this clause prevents either party from seeking urgent injunctive relief.

Schedule 1: Service Level Agreement

1. Availability

1.1 Hypercube shall use reasonable endeavours to ensure that the Service is available 99.5% of the time during each calendar month ("Target Availability"), measured as follows:

$$\text{Availability \%} = ((\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month}) \times 100$$

1.2 "Downtime" means any period during which the Service is materially unavailable to the Buyer, excluding:

- (a) scheduled maintenance notified at least 48 hours in advance (scheduled maintenance windows shall, where reasonably practicable, occur outside Business Hours);
- (b) downtime caused by factors outside Hypercube's reasonable control, including Force Majeure Events, internet connectivity issues, or third-party service failures;
- (c) downtime caused by the Buyer's acts or omissions; and
- (d) suspension of the Service in accordance with these Terms.

2. Service Credits

2.1 If Hypercube fails to meet the Target Availability in any calendar month, the Buyer shall be entitled to Service Credits as follows:

Monthly Availability	Service Credit (% of Monthly Fee)
99.0% to < 99.5%	5%
95.0% to < 99.0%	10%
90.0% to < 95.0%	25%
< 90.0%	50%

2.2 Service Credits shall be applied to the next invoice. Service Credits shall not exceed 50% of the Fees for the relevant month.

2.3 To receive Service Credits, the Buyer must submit a written request within 30 days of the end of the relevant month.

3. Incident Response

3.1 Hypercube shall respond to Incidents in accordance with the following targets:

Priority	Definition	Response	Resolution Target
P1 – Critical	Service completely unavailable or core functionality severely impacted for all users	1 hour	4 hours
P2 – High	Major functionality impaired or significant performance degradation	4 hours	8 hours



Priority	Definition	Response	Resolution Target
P3 – Medium	Minor functionality impaired with workaround available	8 hours	5 Business Days
P4 – Low	Minor issue or enhancement request	2 Business Days	As agreed

3.2 Response times are measured during Business Hours. P1 Incidents shall be responded to 24/7.

3.3 "Response" means acknowledgement of the Incident and commencement of investigation. "Resolution" means restoration of the Service to normal operation or provision of a reasonable workaround.

4. Support

4.1 Hypercube shall provide support via email and telephone during Business Hours.

4.2 Support contact details: support@wearehypercube.com

Schedule 2: Data Processing Agreement

1. Scope and Parties

1.1 This Data Processing Agreement ("DPA") forms part of the Call-Off Contract and sets out the terms on which Hypercube ("Processor") processes Personal Data on behalf of the Buyer ("Controller").

1.2 This DPA applies to the processing of Personal Data in connection with the Service.

2. Details of Processing

2.1 Subject Matter: The processing is carried out in connection with the provision of the Service as described in the main Terms.

2.2 Duration: Processing shall continue for the Term of the Call-Off Contract plus any Exit Assistance Period.

2.3 Nature and Purpose: The nature and purpose of processing is to provide the Service, including data analysis, reporting, and visualisation of energy and operational data.

2.4 Types of Personal Data: The types of Personal Data processed may include: names, email addresses, job titles, IP addresses, usage data, and such other categories as notified by the Controller.

2.5 Categories of Data Subjects: The categories of Data Subjects may include: the Buyer's employees, contractors, and authorised users of the Service.

3. Processor Obligations

3.1 The Processor shall:

- (a) process Personal Data only on documented instructions from the Controller, unless required to do so by law;
- (b) ensure that persons authorised to process Personal Data are bound by appropriate confidentiality obligations;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- (d) not engage a Sub-processor without the Controller's prior written consent (which may be general consent subject to notification);
- (e) assist the Controller in responding to Data Subject requests;
- (f) assist the Controller in ensuring compliance with its obligations in respect of security, breach notification, impact assessments, and prior consultation;
- (g) at the Controller's choice, delete or return all Personal Data upon termination of the Service and delete existing copies unless required by law to retain them; and
- (h) make available to the Controller all information necessary to demonstrate compliance and allow for audits.

4. Sub-processors

4.1 The Controller provides general authorisation for the Processor to engage Sub-processors, subject to:

- (a) the Processor maintaining a list of Sub-processors;
- (b) the Processor providing at least 30 days' notice before engaging a new Sub-processor;
- (c) the Controller's right to object on reasonable data protection grounds; and
- (d) the Processor entering into a written contract with each Sub-processor imposing equivalent data protection obligations.

4.2 The Processor remains fully liable for the acts and omissions of its Sub-processors.

5. International Transfers

5.1 The Processor shall not transfer Personal Data outside the United Kingdom without the Controller's prior written consent and unless appropriate safeguards are in place in accordance with Data Protection Laws.

5.2 Where transfers are made to countries subject to a UK adequacy decision, such transfers are permitted without additional safeguards.

5.3 Where transfers are made to other countries, the Processor shall ensure that the transfer is subject to the UK International Data Transfer Agreement or other appropriate safeguards.

6. Security Incident Notification

6.1 The Processor shall notify the Controller without undue delay (and in any event within 48 hours) upon becoming aware of any Personal Data breach.

6.2 Such notification shall include: (a) a description of the nature of the breach; (b) the categories and approximate number of Data Subjects affected; (c) the likely consequences; and (d) the measures taken or proposed to address the breach.

7. Data Subject Rights

7.1 The Processor shall promptly notify the Controller of any request received from a Data Subject in respect of their Personal Data.

7.2 The Processor shall assist the Controller in responding to such requests, including by providing relevant information and implementing technical measures to facilitate responses.

Schedule 3: Security and Compliance

1. Security Certifications

1.1 Hypercube maintains the following security certifications:

- (a)** Cyber Essentials Plus
- (b)** ISO 27001

1.2 Hypercube shall maintain these certifications (or equivalent) throughout the Term and shall notify the Buyer promptly if any certification is withdrawn or lapses.

2. Technical Security Measures

2.1 Hypercube implements the following technical security measures:

- (a)** Encryption: All Buyer Data is encrypted at rest (AES-256 or equivalent) and in transit (TLS 1.2 or higher).
- (b)** Access Control: Role-based access controls, multi-factor authentication for privileged access, and principle of least privilege.
- (c)** Network Security: Firewalls, intrusion detection/prevention systems, and network segmentation.
- (d)** Vulnerability Management: Regular vulnerability scanning and timely patching of critical vulnerabilities.
- (e)** Logging and Monitoring: Security event logging with a minimum 12-month retention period and real-time monitoring for suspicious activity.
- (f)** Backup and Recovery: Regular automated backups with tested recovery procedures.

3. Organisational Security Measures

3.1 Hypercube implements the following organisational security measures:

- (a)** Personnel Security: Background checks for staff with access to Buyer Data, security awareness training, and confidentiality agreements.
- (b)** Incident Response: Documented incident response procedures with defined roles and escalation paths.
- (c)** Business Continuity: Business continuity and disaster recovery plans, tested at least annually.
- (d)** Change Management: Formal change management procedures for system and application changes.
- (e)** Supplier Management: Due diligence and ongoing monitoring of third-party suppliers with access to Buyer Data.

4. Physical Security



4.1 All Buyer Data is hosted in data centres that maintain:

- (a) ISO 27001 certification or equivalent
- (b) 24/7 physical security and CCTV monitoring
- (c) Access controls including biometric authentication
- (d) Environmental controls (fire suppression, climate control, redundant power)

5. Penetration Testing

5.1 Hypercube conducts penetration testing of the Service at least annually using a reputable third-party provider.

5.2 A summary of findings and remediation status shall be provided to the Buyer upon request.

5.3 Critical and high-severity findings shall be remediated within 30 days (or such longer period as agreed with the Buyer where remediation is complex).

— END OF TERMS AND CONDITIONS —