QuantumLoopAI

Supplier Terms and Conditions

UK G-Cloud 15 Framework Agreement

RM1557.15

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PART A: FRAMEWORK ALIGNMENT AND INTERPRETATION

1. INTRODUCTION AND FRAMEWORK CONTEXT

1.1 Purpose

1.1.1 This document sets out the Supplier Terms for QuantumLoop Technologies Limited trading as QuantumLoopAI ("Supplier", "we", "us", "our") for the provision of Services through the UK G-Cloud 15 Framework Agreement (RM1557.15) administered by the Crown Commercial Service.

1.2 Framework Structure

1.2.1 The contractual relationship between the Supplier and Buyers under the G-Cloud 15 Framework consists of three layers:

(a) Framework Agreement: the overarching agreement between the Crown Commercial Service and the Supplier governing participation in the framework;

(b) Call-Off Contract: the contract formed between the Supplier and a Buyer when the Buyer places an order using the Order Form; and

(c) Supplier Terms: this document, which is automatically incorporated into each Call-Off Contract and governs the specific terms of service provision.

1.3 Order of Precedence

1.3.1 In the event of any conflict or ambiguity between documents, the order of precedence shall be as set out in Section 8.3 of the G-Cloud 15 Framework Agreement. For the avoidance of doubt, the general order of precedence (highest to lowest) is:

(a) the Framework Agreement;

(b) the Call-Off Contract (including the Order Form);

(c) these Supplier Terms;

(d) the Service Definition as published on the Digital Marketplace;

(e) any other documents incorporated by reference.

1.4 Interpretation Principles

1.4.1 The following principles shall apply when interpreting these Supplier Terms:

(a) Rights for the Supplier to modify or change the Services and pricing are subject to Section 9.1 of the Framework Agreement and the modification provisions in these Supplier Terms.

(b) Service Fees and billing shall be conducted in accordance with the invoicing profile outlined in the Order Form and the pricing published on the Digital Marketplace.

(c) Individual Services may have additional terms and conditions that are unique to that particular type of Service. Such Service-Specific Terms are published at https://quantumloopai.com/serviceterms and apply in addition to these Supplier Terms.

(d) Notwithstanding anything to the contrary in these Supplier Terms, the governing law shall be the law of England and Wales as specified in the Framework Agreement.

(e) Where these Supplier Terms refer to external policies or documents available at specified URLs, such documents are incorporated by reference and form part of the contractual documentation.

1.5 Scope of Services

1.5.1 These Supplier Terms apply to all Services listed by the Supplier on the Digital Marketplace from time to time, including but not limited to AI-powered healthcare communication solutions, patient engagement platforms, clinical workflow tools, analytics services, and related professional services. The Supplier may add new Services to the Digital Marketplace during the Framework period, and such Services shall automatically be subject to these Supplier Terms and any applicable Service-Specific Terms published at https://quantumloopai.com/serviceterms.

2. DEFINITIONS AND INTERPRETATION

2.1 Incorporated Definitions

2.1.1 Definitions set out in the Framework Agreement and Call-Off Contract shall have the same meaning in these Supplier Terms unless otherwise defined herein.

2.2 Defined Terms

2.2.1 In these Supplier Terms, the following terms shall have the meanings set out below:

"Acceptable Use Policy" or "AUP" means the policy located at https://quantumloopai.com/serviceterms setting out restrictions on use of the Services, as may be updated from time to time in accordance with these Supplier Terms.

"Account Information" means information about the Buyer that the Buyer provides to the Supplier in connection with the creation or administration of the Buyer's account.

"Additional Services" means optional services provided by the Supplier outside the standard scope of the Services, such as extended data retention, custom integrations, premium support, on-site training, or bespoke development.

"Affiliate" means in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party.

"Analytical Data" means any data derived from processing Service Data that is aggregated, anonymised, and does not identify any individual or the Buyer.

"Authorised Users" means those individuals who are authorised by the Buyer to access and use the Services, including the Buyer's employees, agents, contractors, and healthcare professionals.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Business Hours" means 08:00 to 18:00 UK time on any Business Day.

"Buyer" means the public sector organisation that enters into a Call-Off Contract with the Supplier under the Framework Agreement.

"Buyer Personal Data" means any Personal Data that the Buyer or its Authorised Users upload to, submit to, or otherwise process through the Services.

"Charges" means the fees payable by the Buyer for the Services as set out in the Order Form and/or the pricing published on the Digital Marketplace.

"Clinical Safety Case" means the documented evidence that a health IT system is safe for its intended use, produced in accordance with DCB0129 and DCB0160.

"Commencement Date" means the date on which the Services commence, as specified in the Order Form.

"Confidential Information" means all information disclosed by a party to the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

"Contract Year" means a period of twelve (12) consecutive months commencing on the Commencement Date or any anniversary thereof.

"Controller" means has the meaning given in the Data Protection Legislation.

"Core Functionality" means the primary functions of the Services as described in the Service Definition published on the Digital Marketplace at the Commencement Date.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Buyer Personal Data held by the Supplier under these Supplier Terms.

"Data Processing Agreement" or "DPA" means the data processing terms set out in Schedule 1 to these Supplier Terms.

"Data Protection Impact Assessment" or "DPIA" means an assessment conducted in accordance with Article 35 of the UK GDPR to identify and minimise data protection risks.

"Data Protection Legislation" means (a) the UK General Data Protection Regulation (UK GDPR); (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications Regulations 2003; and (d) all other applicable laws relating to the processing of personal data.

"DCB0129" means the NHS Digital standard for Clinical Risk Management: its Application in the Manufacture of Health IT Systems.

"DCB0160" means the NHS Digital standard for Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems.

"Digital Marketplace" means the UK Government Digital Marketplace at https://www.digitalmarketplace.service.gov.uk or any successor platform.

"Documentation" means the user guides, online help, release notes, training materials, and other documentation provided by the Supplier relating to the Services.

"DSPT" means the NHS Data Security and Protection Toolkit, or any successor assessment framework.

"DTAC" means the Digital Technology Assessment Criteria for health and social care, or any successor assessment framework.

"Force Majeure Event" means any event beyond a party's reasonable control, including: acts of God; fire; flood; earthquake; pandemic; war; terrorism; civil unrest; strikes; acts of any governmental authority; failure of telecommunications networks; cyberattacks; and failure of third-party hosting providers.

"Framework Agreement" means the G-Cloud 15 Framework Agreement (RM1557.15) between the Crown Commercial Service and the Supplier.

"Good Industry Practice" means the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry.

"Incident" means any event that is not part of the standard operation of the Services and that causes, or may cause, an interruption to, or a reduction in, the quality of the Services.

"Intellectual Property Rights" or "IPR" means patents, rights to inventions, copyright and related rights, trade marks, business names, domain names, rights in designs, database rights, rights in computer software, and all other intellectual property rights.

"Losses" means all losses, damages, costs, charges, expenses, and liabilities of any kind, whether direct, indirect, special, incidental, consequential, punitive, or exemplary.

"Malicious Code" means any code, software, or mechanism designed to damage, destroy, or prevent access to a computer system or data, or to permit unauthorised access.

"Material Modification" means any modification to these Supplier Terms that: (a) increases the Charges payable by the Buyer; (b) reduces the Core Functionality of the Services; (c) materially increases the Buyer's obligations or liabilities; or (d) materially reduces the Supplier's obligations or liabilities. For the avoidance of doubt, corrections of typographical errors, updates to contact details, and clarifications that do not change the substance of obligations shall not constitute Material Modifications.

"Order Form" means the order form by which the Buyer orders Services under a Call-Off Contract.

"Personal Data" means has the meaning given in the Data Protection Legislation.

"Personal Data Breach" means has the meaning given in the Data Protection Legislation.

"Platform" means the Supplier's cloud-based software platform through which the Services are delivered.

"Policies" means the Acceptable Use Policy, Privacy Policy, Service Level Agreement, Service-Specific Terms, and all other policies incorporated by reference into these Supplier Terms.

"Processor" means has the meaning given in the Data Protection Legislation.

"Prohibited Content" means any content that: (a) is unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable; (b) infringes any third party's Intellectual Property Rights; (c) contains Malicious Code; or (d) violates any applicable law.

"Security Incident" means any actual or suspected: (a) breach of the Supplier's security measures; (b) unauthorised access to or use of the Services or any data processed through the Services; or (c) Data Loss Event.

"Service Credit" means a credit issued to the Buyer in accordance with the Service Level Agreement as compensation for failure to meet service level commitments.

"Service Data" means all data, information, and materials that the Buyer or its Authorised Users upload to, submit to, store on, or otherwise process through the Services.

"Service Definition" means the description of the Services as published on the Digital Marketplace.

"Service Level Agreement" or "SLA" means the service level commitments set out in Schedule 2 to these Supplier Terms and at https://quantumloopai.com/serviceterms.

"Service-Specific Terms" means any additional terms and conditions that apply to specific Services, as published at https://quantumloopai.com/serviceterms.

"Services" means all cloud-based software-as-a-service solutions and related services provided by the Supplier and listed on the Digital Marketplace from time to time.

"Sub-processor" means any third party engaged by the Supplier to process Buyer Personal Data on behalf of the Buyer in connection with the Services.

"Suggestions" means all suggested improvements, enhancements, modifications, or new features relating to the Services that the Buyer or its Authorised Users provide to the Supplier.

"Supplier Content" means all content, materials, data, information, software, and technology provided by the Supplier in connection with the Services.

"Supplier Terms" means this document, including all Schedules, annexes, and any documents incorporated by reference.

"Supplier's IPR" means all Intellectual Property Rights in and to the Services, the Platform, the Supplier Content, and any Suggestions.

"Technical Support" means the support services provided by the Supplier in accordance with the Service Level Agreement.

"Term" means the term of the Call-Off Contract as specified in the Order Form.

"Third Party Services" means any products, services, software, or content provided by third parties that integrate with or are accessed through the Services.

"UK GDPR" means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of the United Kingdom.

"Uptime" means the percentage of time during a calendar month that the Services are available for use by the Buyer.

2.3 Interpretation

2.3.1 In these Supplier Terms, unless the context otherwise requires:

(a) references to clauses, sections, and Schedules are to clauses, sections, and schedules of these Supplier Terms;

(b) the headings are for convenience only and shall not affect interpretation;

(c) words in the singular include the plural and vice versa;

(d) references to "includes" or "including" shall be construed without limitation;

(e) references to statutes or statutory provisions include any subordinate legislation and any modifications, amendments, re-enactments, or replacements thereof;

(f) references to a "person" include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust, or agency;

(g) references to "writing" or "written" include email but exclude fax;

(h) references to times of day are to UK time; and

(i) references to the "Buyer" and the "Supplier" include their respective permitted successors and assigns.

3. DEFINITION ALIGNMENT TABLE

3.1 The following table sets out where terms used in these Supplier Terms align with or differ from terms used in the Framework Agreement and Call-Off Contract:

Supplier Terms	Framework/Call-Off Term	Notes
Buyer	Buyer / Customer	Aligned
Supplier	Supplier	Aligned
Services	Services / Deliverables	Aligned
Charges	Charges / Service Charges	Aligned
Call-Off Contract	Call-Off Contract	Aligned
Order Form	Order Form	Aligned
Term	Contract Period / Term	Aligned
Supplier Terms	Service Definition / Additional Terms	Supplementary to framework
Personal Data	Personal Data	As defined in Data Protection Legislation

3.2 Where any term is used in the Framework Agreement or Call-Off Contract but not defined in these Supplier Terms, the definition given in the Framework Agreement or Call-Off Contract shall apply.

PART B: CUSTOMER AGREEMENT

THE FOLLOWING CUSTOMER AGREEMENT AND SCHEDULES APPLY TO AND ARE INCORPORATED INTO EACH CALL-OFF CONTRACT ISSUED UNDER THE G-CLOUD 15 FRAMEWORK AGREEMENT AS THE "SUPPLIER TERMS". BY PLACING AN ORDER UNDER THE FRAMEWORK, THE BUYER ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS.

4. USE OF THE SERVICES

4.1 Service Provision

4.1.1 The Supplier shall make the Services available to the Buyer in accordance with these Supplier Terms.

4.1.2 The Services shall be provided remotely via the internet and do not require the installation of any software on the Buyer's premises, except where specified in the applicable Service-Specific Terms.

4.2 Right to Use

4.2.1 Subject to the Buyer's compliance with these Supplier Terms and payment of the Charges, the Supplier grants to the Buyer a non-exclusive, non-transferable right during the Term to access and use the Services and Documentation for the Buyer's internal business purposes.

4.2.2 The Buyer is responsible for ensuring that all Authorised Users comply with these Supplier Terms and shall be liable for all acts and omissions of Authorised Users as if they were the Buyer's own.

4.2.3 The Buyer may permit Authorised Users to access and use the Services solely through accounts provisioned or approved by the Supplier and in accordance with the Supplier's access controls and security requirements.

4.3 Restrictions

4.3.1 The Buyer shall not, and shall ensure that Authorised Users do not:

(a) use the Services in any way that violates the Acceptable Use Policy or any applicable law;

(b) resell, sublicense, or otherwise make the Services available to third parties;

(c) attempt to gain unauthorised access to the Services or related systems;

(d) reverse engineer, decompile, or disassemble any software component of the Services;

(e) remove or alter any proprietary notices or labels;

(f) use the Services to send unsolicited communications in violation of applicable law;

(g) use the Services in a manner that interferes with or disrupts other users;

(h) upload or transmit Prohibited Content; or

(i) take any action that would render the Services or any part thereof subject to any open source licence terms.

4.3.2 The Supplier may suspend or restrict access for any Authorised User who breaches these Supplier Terms or poses a security or compliance risk.

4.4 Service Modifications

4.4.1 The Supplier may update and improve the Services from time to time to enhance functionality, improve security, or comply with applicable law.

4.4.2 The Supplier shall use reasonable endeavours to notify the Buyer of material changes to the Services in advance.

4.4.3 The Supplier shall not materially reduce the Core Functionality of the Services during the Term without the Buyer's prior written consent, except where required by law or for security purposes.

5. SECURITY AND DATA PROTECTION

5.1 Data Protection Compliance

5.1.1 Each party shall comply with its obligations under Data Protection Legislation.

5.1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in relation to Buyer Personal Data.

5.1.3 The terms of Schedule 1 (Data Processing Agreement) shall apply to all processing of Buyer Personal Data.

5.2 Security Measures

5.2.1 The Supplier shall implement and maintain appropriate technical and organisational security measures as set out in Schedule 4 (Security Schedule).

5.2.2 Security measures shall include, without limitation:

(a) encryption of data at rest using AES-256 or equivalent;

(b) encryption of data in transit using TLS 1.2 or higher;

(c) multi-factor authentication for administrative access;

(d) regular security assessments and penetration testing; and

(e) documented incident response procedures.

5.3 Data Location

5.3.1 All data, including Buyer Personal Data and personally identifiable information, is stored within data centres located in England. The Supplier shall not store Buyer Personal Data outside England unless the Buyer provides prior written consent.

5.3.2 The Supplier shall not transfer Buyer Personal Data outside the United Kingdom unless otherwise permitted under the Data Processing Agreement. The Buyer acknowledges that some data may be processed by Sub-processors in the European Union or other jurisdictions with appropriate safeguards in place, as detailed at https://quantumloopai.com/serviceterms.

5.4 Security Incidents

5.4.1 The Supplier shall notify the Buyer without undue delay, and in any event within seventy-two (72) hours, of becoming aware of any Security Incident reasonably likely to affect Buyer Personal Data.

5.4.2 The notification shall include: (a) the nature of the incident; (b) categories and approximate numbers of Data Subjects and records affected; (c) likely consequences; and (d) measures taken or proposed to address the incident.

5.5 Data Retention and Deletion

5.5.1 Service Data shall be retained in accordance with the retention periods specified at https://quantumloopai.com/serviceterms or as otherwise agreed in writing.

5.5.2 Upon termination or expiry of the Call-Off Contract, the Supplier shall, at the Buyer's election, return or delete all Service Data in accordance with clause 16 (Transition and Exit).

5.6 Sub-processors

5.6.1 The Buyer hereby authorises the Supplier to engage Sub-processors to process Buyer Personal Data, provided that:

(a) the Supplier maintains an up-to-date list of Sub-processors at https://quantumloopai.com/serviceterms;

(b) the Supplier notifies the Buyer of any intended changes to Sub-processors at least fourteen (14) days in advance;

(c) Sub-processors are bound by data protection obligations no less protective than those in these Supplier Terms;

(d) the Buyer may object to any new Sub-processor on reasonable grounds within fourteen (14) days of notification; and

(e) the Supplier remains liable for the acts and omissions of its Sub-processors.

6. CUSTOMER RESPONSIBILITIES

6.1 Account Security

6.1.1 The Buyer is responsible for maintaining the confidentiality of account credentials.

6.1.2 The Buyer shall immediately notify the Supplier of any suspected unauthorised use.

6.2 Authorised Users

6.2.1 The Buyer is responsible for the acts and omissions of all Authorised Users.

6.2.2 The Buyer shall ensure that all Authorised Users receive appropriate training before using the Services.

6.3 Compliance

6.3.1 The Buyer shall:

(a) comply with all applicable laws, regulations, and professional standards;

(b) ensure Service Data does not infringe any third party's rights;

(c) maintain appropriate backup copies of Service Data;

(d) obtain all necessary consents for the processing of Personal Data; and

(e) comply with its obligations under DCB0160 in relation to its deployment and use of the Services, and the Supplier shall provide reasonable cooperation and information to support such compliance.

6.4 Technical Requirements

6.4.1 The Buyer is responsible for procuring and maintaining network connections and hardware necessary to access the Services.

7. FEES AND PAYMENT

7.1 Charges

7.1.1 The Buyer shall pay the Charges for the Services as set out in the Order Form and/or the pricing published on the Digital Marketplace.

7.1.2 Unless otherwise specified in the Order Form, the Supplier shall calculate and invoice Charges monthly in advance.

7.1.3 All Charges are exclusive of VAT, which shall be payable by the Buyer at the prevailing rate where applicable.

7.2 Invoicing and Payment

7.2.1 The Supplier shall issue invoices in accordance with the invoicing profile specified in the Order Form or, if not specified, monthly in advance.

7.2.2 The Buyer shall pay all undisputed invoices within thirty (30) days of the date of invoice or such other period as specified in the Order Form.

7.2.3 Payment shall be made by BACS transfer or such other method as agreed between the parties.

7.3 Late Payment

7.3.1 If the Buyer fails to make any payment due under these Supplier Terms by the due date:

(a) the Buyer shall pay interest on the overdue sum at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the due date until payment is made, whether before or after judgment;

(b) the Supplier may charge the Buyer for all reasonable costs incurred in recovering the debt; and

(c) the Supplier may suspend the Services in accordance with clause 15, provided that such suspension shall not apply where it would materially risk patient safety or continuity of essential clinical services, and the Supplier shall use reasonable endeavours to agree an alternative resolution first.

7.4 Disputed Charges

7.4.1 If the Buyer disputes any Charges in good faith, the Buyer shall:

(a) notify the Supplier in writing within fourteen (14) days of receipt of the invoice;

(b) pay all undisputed amounts by the due date; and

(c) cooperate with the Supplier to resolve the dispute as quickly as possible.

7.5 Price Changes

7.5.1 The Charges are fixed for the duration of each Call-Off Contract.

7.5.2 The Supplier may update its pricing on the Digital Marketplace from time to time. Any price changes shall apply only to new Call-Off Contracts or renewals entered into after the effective date of the price change.

8. SERVICE LEVELS

8.1 Availability

8.1.1 The Supplier shall use commercially reasonable endeavours to achieve a target availability of 99.9% Uptime, measured on a monthly basis, but does not warrant that the Services will be uninterrupted or error-free.

8.1.2 Uptime excludes Scheduled Maintenance and Excused Downtime as defined in Schedule 2.

8.2 Support

8.2.1 The Supplier shall provide Technical Support in accordance with Schedule 2.

8.2.2 Support requests may be submitted via the methods specified in Schedule 2.

8.3 Incident Response

8.3.1 The Supplier shall respond to and resolve Incidents in accordance with the response times set out in Schedule 2. Response and resolution times shall apply only where the Incident is within the Supplier's reasonable control and shall exclude delays caused by third-party services, telecommunications providers, Buyer systems, or factors outside the Supplier's control.

8.4 Service Credits

8.4.1 If the Supplier fails to meet the Target Availability, the Buyer may be entitled to Service Credits as specified in Schedule 2.

8.4.2 Service Credits shall be the Buyer's sole and exclusive remedy for failure to meet availability targets.

8.4.3 Service Credits in any calendar month shall not exceed ten percent (10%) of the monthly Charges.

8.4.4 Service Credits are a price adjustment reflecting reduced availability and shall not be considered damages, a penalty, or compensation, and shall not give rise to any additional rights or remedies, including termination, except as expressly set out in these Supplier Terms.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Supplier's IPR

9.1.1 All Intellectual Property Rights in and to the Services, Platform, Supplier Content, and any modifications or derivatives thereof are and shall remain the exclusive property of the Supplier.

9.1.2 Nothing in these Supplier Terms transfers any Intellectual Property Rights to the Buyer except the limited rights of use expressly granted herein.

9.2 Buyer's IPR

9.2.1 All Intellectual Property Rights in and to Service Data are and shall remain the exclusive property of the Buyer.

9.2.2 The Buyer grants to the Supplier a non-exclusive, royalty-free licence to use, reproduce, and process Service Data solely for the purpose of providing the Services and as otherwise expressly permitted under clause 9.3 (Analytical Data).

9.3 Analytical Data

9.3.1 The Supplier may create and use aggregated and anonymised Analytical Data derived from the use of the Services solely for the purposes of operating, maintaining, improving, and securing the Services, provided that such Analytical Data does not identify any individual, patient, or the Buyer.

9.3.2 Analytical Data shall be fully anonymised and shall not include any Personal Data or allow the identification of any individual or the Buyer, whether directly or indirectly.

9.4 Suggestions

9.4.1 If the Buyer or any Authorised User provides Suggestions, the Buyer grants the Supplier a perpetual, irrevocable, worldwide, royalty-free licence to use, incorporate, and commercialise such Suggestions.

9.4.2 The Supplier may use, incorporate, and commercialise Suggestions without restriction or compensation.

10. CONFIDENTIALITY

10.1 Obligations

10.1.1 Each party shall keep confidential all Confidential Information of the other party.

10.1.2 Each party shall use Confidential Information only for the purpose of exercising its rights and performing its obligations under these Supplier Terms.

10.1.3 Each party shall disclose Confidential Information only to those of its employees, agents, and advisers who need to know it and who are bound by equivalent confidentiality obligations.

10.2 Exceptions

10.2.1 The obligations in clause 10.1 shall not apply to information that:

(a) is or becomes publicly available through no fault of the receiving party;

(b) was already known to the receiving party without restriction;

(c) is independently developed by the receiving party; or

(d) is required to be disclosed pursuant to applicable law, regulation, court order, Freedom of Information Act 2000, NHS policy, or the requirements of any regulatory or supervisory authority, provided that the receiving party gives reasonable notice (where lawful to do so) and cooperates with efforts to seek protective treatment or limit disclosure.

10.3 Duration

10.3.1 The obligations in this clause 10 shall survive termination or expiry of these Supplier Terms for a period of five (5) years, provided that obligations relating to Personal Data, patient-related information, and security-sensitive information shall continue for so long as such information remains confidential under applicable law.

10.3.2 For the avoidance of doubt, confidentiality obligations relating to Personal Data shall be subject to and supplemented by the data protection obligations set out in clause 5 and the Data Processing Agreement. Confidential Information shall not include information disclosed in aggregated or anonymised form which does not identify the Buyer, patients, or any individual.

11. WARRANTIES

11.1 Supplier Warranties

11.1.1 The Supplier warrants that:

(a) the Supplier has the legal right and authority to enter into and perform its obligations;

(b) the Supplier has and will maintain all necessary consents and permissions;

(c) the Services will be provided with reasonable care and skill;

(d) the Services will conform in all material respects to the Service Definition during the Term;

(e) the Services will not, at the time of delivery, contain any Malicious Code introduced by the Supplier;

(f) the Supplier will maintain appropriate security measures;

(g) the Supplier has conducted clinical risk management in accordance with DCB0129; and

(h) the Technical Support will be provided with reasonable care and skill.

For the avoidance of doubt, the warranties in this clause do not constitute a guarantee that all defects or errors will be corrected, nor that the Services will be uninterrupted or error-free.

11.2 Buyer Warranties

11.2.1 The Buyer warrants that:

(a) the Buyer has the legal right and authority to enter into and perform its obligations;

(b) the Buyer's use of the Services will comply with all applicable laws, regulations, and professional standards;

(c) the Buyer has obtained and will maintain all necessary consents and permissions;

(d) Service Data will not infringe any third party's rights and will not violate any applicable law; and

(e) the Buyer will implement appropriate clinical governance arrangements in accordance with DCB0160.

11.3 Disclaimers

11.3.1 SUBJECT TO CLAUSES 11.1 AND 11.2, AND EXCEPT AS EXPRESSLY SET OUT IN THESE SUPPLIER TERMS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND SUPPLIER CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE SUPPLIER AND ITS AFFILIATES MAKE NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES OR SUPPLIER CONTENT BEYOND THOSE SET OUT IN THESE SUPPLIER TERMS.

11.3.2 WITHOUT LIMITING CLAUSE 11.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

11.3.3 THE SUPPLIER DOES NOT WARRANT THAT:

(a) THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS;

(b) THE ABSOLUTE SECURITY OF SERVICE DATA CANNOT BE GUARANTEED, NOTWITHSTANDING THE SUPPLIER'S IMPLEMENTATION OF THE SECURITY MEASURES SPECIFIED IN CLAUSE 5.2 AND SCHEDULE 4;

(c) THE SERVICES WILL MEET THE BUYER'S REQUIREMENTS OR EXPECTATIONS;

(d) THE SERVICES WILL BE COMPATIBLE WITH ANY SPECIFIC HARDWARE, SOFTWARE, OR NETWORK CONFIGURATION; OR

(e) ANY DEFECTS OR ERRORS WILL BE CORRECTED.

11.4 AI and Technology Disclaimers

11.4.1 THE BUYER ACKNOWLEDGES THAT THE SERVICES MAY UTILISE ARTIFICIAL INTELLIGENCE, NATURAL LANGUAGE PROCESSING, AND VOICE RECOGNITION TECHNOLOGY. THE SUPPLIER MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF:

(a) VOICE-TO-TEXT TRANSCRIPTIONS, WHICH MAY BE AFFECTED BY ACCENTS, BACKGROUND NOISE, AUDIO QUALITY, OR AMBIGUOUS SPEECH;

(b) NATURAL LANGUAGE PROCESSING OUTPUTS, WHICH MAY MISINTERPRET OR MISCLASSIFY USER INPUTS;

(c) ANY SUGGESTIONS, RECOMMENDATIONS, OR AUTOMATED RESPONSES GENERATED BY THE SERVICES; OR

(d) ANY ANALYTICS, REPORTS, OR DATA VISUALISATIONS PROVIDED THROUGH THE SERVICES.

11.5 Clinical and Medical Disclaimers

11.5.1 WHERE APPLICABLE, THE SERVICES MAY BE REGISTERED WITH THE MHRA AS MEDICAL DEVICES. THE SUPPLIER MAINTAINS CLINICAL RISK MANAGEMENT IN ACCORDANCE WITH DCB0129. NOTWITHSTANDING ANY SUCH REGISTRATION, THE SERVICES FACILITATE INFORMATION COLLECTION AND COMMUNICATION ONLY. THE SERVICES DO NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, TRIAGE, OR TREATMENT RECOMMENDATIONS.

11.5.2 ALL CLINICAL DECISIONS, INCLUDING BUT NOT LIMITED TO TRIAGE, DIAGNOSIS, TREATMENT, AND REFERRAL DECISIONS, REMAIN THE SOLE RESPONSIBILITY OF THE BUYER'S QUALIFIED HEALTHCARE PROFESSIONALS. THE SUPPLIER ACCEPTS NO LIABILITY FOR CLINICAL DECISIONS MADE BY THE BUYER OR ITS STAFF.

11.5.3 FOR THE AVOIDANCE OF DOUBT, THE SERVICES ARE INTENDED TO SUPPORT ADMINISTRATIVE AND COMMUNICATION WORKFLOWS AND DO NOT REPLACE CLINICAL JUDGEMENT OR HUMAN DECISION-MAKING.

12. LIABILITY

12.1 Unlimited Liability

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

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation;

(c) any liability that cannot be limited or excluded by applicable law;

(d) the Buyer's obligation to pay the Charges; or

(e) breach of clause 10 (Confidentiality), except to the extent such breach relates to Personal Data, which shall be subject to the liability provisions set out in the Data Processing Agreement.

12.2 Exclusion of Certain Losses

12.2.1 SUBJECT TO CLAUSE 12.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY:

(a) INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE;

(b) LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS;

(c) LOSS OF GOODWILL OR REPUTATION;

(d) LOSS OF DATA OR CORRUPTION OF DATA TO THE EXTENT THE SUPPLIER HAS COMPLIED WITH ITS DATA PROTECTION, SECURITY, AND CLINICAL SAFETY OBLIGATIONS;

(e) LOSS OF USE OR VALUE OF ANY DATA OR EQUIPMENT;

(f) LOSS OF OPPORTUNITY;

(g) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR

(h) ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGES,

EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEABLE.

12.2.2 Without prejudice to clause 12.1, the Supplier shall have no liability arising from or in connection with clinical decisions, diagnoses, triage outcomes, or treatment decisions made by the Buyer or its staff in reliance on the Services.

12.3 Cap on Liability

12.3.1 SUBJECT TO CLAUSES 12.1 AND 12.2, THE SUPPLIER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE SUPPLIER TERMS (WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY, OR OTHERWISE) IN ANY CONTRACT YEAR SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF:

(a) THE TOTAL CHARGES PAID OR PAYABLE BY THE BUYER TO THE SUPPLIER UNDER THE CALL-OFF CONTRACT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE; OR

(b) ONE HUNDRED THOUSAND POUNDS (£100,000).

12.3.2 FOR CLARITY, ANY REFUNDS, CREDITS, OR SERVICE CREDITS DO NOT INCREASE THE LIABILITY CAP.

13. INDEMNIFICATION

13.1 Supplier Indemnity

13.1.1 Subject to the limitations in this clause 13 and clause 12, the Supplier shall defend, indemnify, and hold harmless the Buyer from and against any third-party claims that the Services, when used in accordance with these Supplier Terms, infringe any third party's Intellectual Property Rights enforceable in the United Kingdom (an "IP Claim").

13.2 Conditions

13.2.1 The Supplier's obligations under clause 13.1 are conditional upon:

(a) the Buyer giving the Supplier prompt written notice of the IP Claim;

(b) the Buyer providing the Supplier with reasonable cooperation and assistance;

(c) the Supplier being given sole authority to defend or settle the IP Claim; and

(d) the Buyer not making any admission of liability.

13.3 Remediation

13.3.1 If the Services are, or are likely to become, the subject of an IP Claim, the Supplier may:

(a) procure for the Buyer the right to continue using the Services;

(b) replace or modify the Services so that they become non-infringing without materially reducing functionality; or

(c) if neither (a) nor (b) is reasonably practicable, terminate the affected Services and refund prepaid Charges for the remainder of the Term.

13.4 Exclusions

13.4.1 The Supplier shall have no liability under this clause 13 to the extent an IP Claim arises from:

(a) modification of the Services by anyone other than the Supplier;

(b) use of the Services in combination with equipment, software, or data not supplied by the Supplier;

(c) the Buyer's use of the Services otherwise than in accordance with these Supplier Terms;

(d) the Buyer's continued use after being notified of alleged infringement and provided with an alternative;

(e) Service Data or any other content provided by the Buyer;

(f) a version other than the then-current version, if infringement would have been avoided by using the current version;

(g) any Third Party Services; or

(h) the use of the Services with inputs, prompts, scripts, content, or data supplied or configured by or on behalf of the Buyer.

13.4.2 This clause 13 states the Supplier's entire liability and the Buyer's sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights, subject always to the liability caps and exclusions set out in clause 12.

13.5 Buyer Indemnity

13.5.1 The Buyer shall indemnify, defend, and hold harmless the Supplier from and against any third-party claims, liabilities, losses, or damages arising from:

(a) the Buyer's or its Authorised Users' breach of the Acceptable Use Policy;

(b) Service Data that infringes any third party's rights or violates applicable law; or

(c) the Buyer's failure to implement appropriate clinical governance arrangements in accordance with DCB0160 in relation to its deployment and operational use of the Services.

13.5.2 The indemnity in clause 13.5.1 shall be subject to the conditions and procedures set out in clause 13.2, applied mutatis mutandis.

13.6 Limitation of Indemnities

13.6.1 All indemnities under this clause 13 are subject to the limitations and exclusions of liability set out in clause 12, unless expressly stated otherwise.

14. TERM AND TERMINATION

14.1 Term

14.1.1 Each Call-Off Contract shall commence on the Commencement Date and continue until the Termination Date or earlier termination.

14.1.2 Unless otherwise specified in the Order Form, the minimum Term shall be twelve (12) months.

14.1.3 Unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current Term, the Call-Off Contract shall automatically renew for successive periods of twelve (12) months on the same terms and conditions (subject to any price adjustments notified by the Supplier in accordance with clause 7.5).

14.2 Termination for Cause

14.2.1 Either party may terminate the Call-Off Contract with immediate effect by giving written notice if:

(a) the other party commits a material breach which is incapable of remedy;

(b) the other party commits a material breach capable of remedy and fails to remedy within thirty (30) days after written notice;

(c) the other party becomes subject to insolvency, receivership, administration, or liquidation proceedings; or

(d) the other party ceases or threatens to cease to carry on its business.

14.2.2 The Buyer may terminate with immediate effect if the Supplier fails to meet the Target Availability for three (3) or more consecutive months or for any five (5) months in any twelve (12) month period.

14.2.3 The Supplier may terminate with immediate effect if the Buyer fails to pay any undisputed Charges within sixty (60) days of the due date.

14.3 Termination for Convenience

14.3.1 The Buyer may terminate at any time by giving not less than ninety (90) days' written notice, subject to early termination charges as specified in clause 14.5.

14.3.2 The Supplier may terminate at the end of the then-current Term by giving not less than ninety (90) days' written notice.

14.4 Effects of Termination

14.4.1 Upon expiry or termination for any reason:

(a) all rights granted to the Buyer shall immediately cease;

(b) the Buyer shall immediately cease using the Services;

(c) the Buyer shall pay all outstanding Charges;

(d) the Supplier shall provide transition and exit assistance in accordance with clause 16;

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

(f) the Supplier shall delete or return Service Data in accordance with clause 5.5.2.

14.4.2 Termination shall not affect any rights, remedies, obligations, or liabilities that have accrued.

14.4.3 The following clauses shall survive: clauses 5, 7 (for amounts accrued), 9, 10, 11 (for warranties given), 12, 13, 14.4, 14.5, 16, 19, 20, and 21.

14.5 Early Termination Charges

14.5.1 If the Buyer terminates prior to the end of the committed Term (other than for cause under clause 14.2), the Buyer shall pay an early termination charge equal to fifty percent (50%) of the Charges that would have been payable for the remainder of the committed Term.

14.5.2 The early termination charge represents a genuine pre-estimate of the Supplier's loss and is not intended as a penalty.

14.5.3 No early termination charges shall be payable if the Buyer terminates for cause under clause 14.2.1 or 14.2.2.

14.6 Exit Assistance

14.6.1 The Supplier shall provide reasonable assistance to facilitate an orderly transition of the Services to the Buyer or a replacement supplier in accordance with clause 16, provided that such assistance does not require the Supplier to perform work materially beyond the scope of the Services or incur material additional cost, and is subject to the Buyer's payment of the Supplier's applicable charges.

15. SUSPENSION

15.1 Suspension Rights

15.1.1 The Supplier may suspend the Buyer's access to all or part of the Services with immediate effect if:

(a) the Buyer fails to pay any undisputed Charges within thirty (30) days of the due date;

(b) the Buyer or any Authorised User breaches the Acceptable Use Policy or clause 4.3;

(c) the Supplier reasonably believes the Buyer's use poses a security risk;

(d) suspension is necessary to comply with applicable law or a court order;

(e) the Buyer's use is reasonably likely to adversely affect the integrity, performance, or security of the Services; or

(f) the Supplier is entitled to terminate under clause 14.2,

provided that the Supplier shall not suspend the Services to the extent that such suspension would materially risk patient safety or the continuity of essential clinical services, except where required by law or to address an immediate security threat.

15.2 Notice and Cure

15.2.1 Except where suspension is required immediately to prevent harm or comply with law, the Supplier shall give reasonable prior notice.

15.2.2 The Supplier shall use reasonable endeavours to minimise the scope and duration of any suspension.

15.2.3 The Supplier shall restore access as soon as reasonably practicable after the reason for suspension has been resolved.

15.3 Effect of Suspension

15.3.1 During any period of suspension:

(a) the Buyer shall remain liable to pay all Charges, except where suspension results solely from the Supplier's breach of these Supplier Terms;

(b) the Supplier shall continue to store Service Data; and

(c) the Buyer shall not be entitled to Service Credits except where suspension was caused by the Supplier's breach.

15.3.2 For the avoidance of doubt, any suspension implemented in accordance with this clause 15 shall not constitute a failure to meet Target Availability for the purposes of clause 8.

16. TRANSITION AND EXIT

16.1 Exit Plan

16.1.1 Upon request following notice of termination or expiry, the Supplier shall provide the Buyer with a written exit plan describing the activities, responsibilities, and timelines for transition.

16.2 Data Export

16.2.1 During the exit period, the Supplier shall provide the Buyer with a complete copy of all Service Data in a standard, machine-readable format.

16.2.2 The Supplier shall provide reasonable assistance to enable the Buyer to migrate Service Data to an alternative provider or the Buyer's own systems, subject to the Buyer's payment of the Supplier's applicable charges.

16.3 Transition Assistance

16.3.1 For a period of up to ninety (90) days following termination or expiry, the Supplier shall provide reasonable transition assistance to facilitate an orderly transition, subject to the Buyer's payment of the Supplier's applicable charges.

16.3.2 Transition assistance shall be limited to activities reasonably necessary to support an orderly transition and shall not include bespoke development, system reconfiguration, data transformation, or activities materially beyond the scope of the Services.

16.4 Data Deletion

16.4.1 Subject to the Buyer's election and applicable retention requirements, the Supplier shall securely delete all Service Data within ninety (90) days of the later of: (a) completion of data export; or (b) expiry of any legally required retention period.

16.4.2 The Supplier shall provide written certification of deletion upon request.

17. INSURANCE

17.1 Supplier Insurance

17.1.1 The Supplier shall maintain insurance coverage that meets or exceeds the minimum levels required under the G-Cloud 15 Framework Agreement throughout the Term.

17.1.2 The Supplier shall provide evidence of insurance coverage upon reasonable request.

18. COMPLIANCE AND REGULATORY

18.1 General Compliance

18.1.1 Each party shall comply with all applicable laws, regulations, and industry standards.

18.2 Anti-Bribery

18.2.1 Each party shall comply with the Bribery Act 2010 and all applicable anti-corruption laws.

18.3 Modern Slavery

18.3.1 The Supplier shall comply with the Modern Slavery Act 2015 and shall have policies and procedures to ensure that slavery and human trafficking are not taking place in its supply chains.

18.4 Healthcare Compliance

18.4.1 The Supplier shall maintain, where applicable to the Services, the following compliance certifications and assessments, or equivalent evidence of compliance:

(a) ISO 27001 certification for information security management or an equivalent information security management framework;

(b) Cyber Essentials Plus certification where required by the Buyer or applicable procurement framework;

(c) NHS Data Security and Protection Toolkit (DSPT) with a "Standards Met" assessment, where applicable;

(d) clinical risk management in accordance with DCB0129; and

(e) compliance with the Digital Technology Assessment Criteria (DTAC), where applicable, with the DTAC assessment available on request.

18.4.2 Evidence of compliance certifications shall be available on request.

19. RECORDS, AUDIT AND MONITORING

19.1 Records

19.1.1 The Supplier shall maintain complete and accurate records relating to the Services.

19.2 Audit Rights

19.2.1 The Buyer may audit the Supplier's records relating to the Services to the extent reasonably necessary to verify compliance with these Supplier Terms, subject to:

(a) reasonable advance notice (not less than thirty (30) Business Days);

(b) audits being conducted during Business Hours;

(c) audits not unreasonably interfering with the Supplier's business;

(d) no more than one (1) audit per Contract Year; and

(e) the scope of any audit being limited to the Supplier's records and documentation only.

19.2.2 For the avoidance of doubt, audit rights under this clause 19.2 do not extend to the Supplier's technology, infrastructure, systems, source code, algorithms, security architecture, or any other technical components of the Services.

19.2.3 The Buyer shall bear all costs of any audit.

19.2.4 Any audit shall be subject to the Supplier's reasonable security and confidentiality requirements and shall not require disclosure of confidential information relating to other customers, proprietary information, trade secrets, or source code.

19.3 Monitoring

19.3.1 The Supplier shall monitor the Services for availability, performance, and security in accordance with Good Industry Practice.

19.3.2 The Supplier shall make available to the Buyer standard dashboards or reports, where provided as part of the Services, showing service performance metrics.

20. DISPUTE RESOLUTION

20.1 Escalation

20.1.1 In the event of any dispute arising out of or in connection with these Supplier Terms, the parties shall first attempt to resolve the dispute through good faith negotiations.

20.1.2 If the dispute is not resolved within thirty (30) days, it shall be escalated to senior management representatives of each party.

20.2 Mediation

20.2.1 If the dispute is not resolved within a further thirty (30) days following escalation under clause 20.1, the parties shall attempt in good faith to resolve the dispute through mediation in accordance with the CEDR Model Mediation Procedure.

20.3 Litigation

20.3.1 Nothing in this clause 20 shall prevent either party from seeking injunctive or other equitable relief.

20.3.2 Subject to completion of the escalation process, either party may commence legal proceedings.

21. GENERAL PROVISIONS

21.1 Assignment

21.1.1 The Buyer shall not assign, transfer, or dispose of the Call-Off Contract without prior written consent, such consent not to be unreasonably withheld.

21.1.2 The Supplier may assign without consent: (a) to any Affiliate; (b) in connection with a merger, acquisition, or sale of substantially all of its assets; (c) as part of a corporate reorganisation or group restructuring; or (d) to any entity that acquires control of, or a substantial interest in, the Supplier.

21.1.3 Any assignee under clause 21.1.2 shall: (a) be capable of meeting all Framework requirements; (b) maintain equivalent compliance certifications (including ISO 27001, Cyber Essentials Plus, and DSPT); and (c) agree to be bound by the terms of the Call-Off Contract.

21.2 Subcontracting

21.2.1 The Supplier may subcontract any of its obligations, provided that it remains responsible for the acts and omissions of its subcontractors.

21.3 Entire Agreement

21.3.1 These Supplier Terms incorporate the Policies by reference and constitute the entire agreement between the Supplier and the Buyer regarding the subject matter of these Supplier Terms. These Supplier Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between the Supplier and the Buyer, whether written or verbal, regarding the subject matter of these Supplier Terms.

21.3.2 Each party acknowledges that it has not relied on any statement, representation, or warranty not expressly set out herein.

21.4 Amendments

21.4.1 The Supplier may modify these Supplier Terms (including any Policies) by posting a revised version on the QuantumLoopAI website or by otherwise notifying the Buyer in writing.

21.4.2 The Supplier shall provide at least thirty (30) days' notice of Material Modifications.

21.4.3 If the Buyer objects to any Material Modification, the Buyer shall notify the Supplier in writing within fourteen (14) days. If the parties cannot agree, the Buyer may terminate the affected Services without penalty by providing written notice within thirty (30) days.

21.4.4 By continuing to use the Services after the effective date of any modifications, the Buyer agrees to be bound by the modified terms.

21.5 Waiver

21.5.1 A failure or delay by a party to exercise any right shall not constitute a waiver.

21.5.2 A waiver is only effective if given in writing.

21.6 Severability

21.6.1 If any provision is found to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

21.7 Force Majeure

21.7.1 Neither party shall be liable for any failure or delay resulting from a Force Majeure Event.

21.7.2 If a Force Majeure Event continues for more than ninety (90) days, either party may terminate the affected Services.

21.7.3 The Buyer's obligation to pay Charges is not excused by a Force Majeure Event.

21.8 Third Party Rights

21.8.1 Except as expressly provided, a person who is not a party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.

21.9 Notices

21.9.1 Notices shall be in writing and delivered by hand, pre-paid first-class post, or email.

21.9.2 Notices to the Supplier shall be sent by email to legal@quantumloopai.com.

21.9.3 Notices to the Buyer shall be sent to the address and email address specified in the Order Form.

21.10 Governing Law and Jurisdiction

21.10.1 These Supplier Terms shall be governed by and construed in accordance with the law of England and Wales.

21.10.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction.

21.11 Publicity and Marketing

21.11.1 The Buyer shall not issue any press release, public announcement, or marketing communication referencing the Supplier, the Services, or any aspect of the contractual relationship without the Supplier's prior written consent.

21.11.2 The Supplier may, without the Buyer's prior consent: (a) include the Buyer's name and logo in customer lists, marketing materials, case studies, and promotional content whether online, in print, or otherwise; (b) reference the existence and general nature of the contractual relationship in press releases and public announcements; and (c) use the Buyer as a reference customer.

21.11.3 The Buyer hereby grants to the Supplier a non-exclusive, royalty-free licence to use the Buyer's name, logo, and trademarks for the purposes set out in clause 21.11.2.

21.11.4 The Buyer agrees to participate in reasonable marketing activities upon the Supplier's request, which may include: (a) providing testimonials; (b) participating in case studies; (c) allowing site visits for filming or photography; and (d) participating in reference calls with prospective customers.

21.12 No Partnership or Agency

21.12.1 Nothing in these Supplier Terms shall establish any partnership, joint venture, or agency relationship between the parties.

21.13 Emergency Access and Business Continuity

21.13.1 The Supplier shall maintain reasonable and proportionate technical continuity documentation, where applicable, including: (a) system architecture overview; (b) data schema documentation; (c) integration specifications; and (d) standard operating procedures for system administration.

21.13.2 Upon reasonable written request (and in any event upon the Supplier's insolvency or termination for cause by the Buyer), the Supplier shall provide the Buyer with access to such documentation as is reasonably necessary to facilitate transition to an alternative provider.

21.13.3 Nothing in this clause shall require the Supplier to disclose source code, trade secrets, or proprietary algorithms.

21.14 Change Control

21.14.1 Either party may request a change to the Services or these Supplier Terms by submitting a written change request to the other party.

21.14.2 Change requests shall include: (a) a description of the proposed change; (b) the reason for the change; (c) any impact on Charges, timelines, or service levels; and (d) the proposed implementation date.

21.14.3 The receiving party shall respond to a change request within ten (10) Business Days, either accepting, rejecting (with reasons), or proposing amendments.

21.14.4 No change shall be implemented until agreed in writing by both parties, except where required by law or for security purposes in accordance with clause 4.4.

PART C: SCHEDULES

SCHEDULE 1: DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") forms part of and is incorporated into the Supplier Terms between QuantumLoop Technologies Limited trading as QuantumLoopAI ("Processor") and the Buyer ("Controller") for the provision of Services under the G-Cloud 15 Framework Agreement.

The most current version of this DPA is available at https://quantumloopai.com/serviceterms. In the event of any conflict between this Schedule and the version published at that URL, the published version shall prevail.

1. Introduction and Scope

1.1 This DPA sets out the terms that apply when the Processor processes Personal Data on behalf of the Controller in connection with the provision of the Services.

1.2 This DPA is designed to comply with the requirements of the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and all applicable NHS information governance standards including the Data Security and Protection Toolkit (DSPT) requirements.

1.3 The Processor is registered with the Information Commissioner's Office (ICO) and maintains Data Security and Protection Toolkit (DSPT) certification under organisation code N4F2E.

2. Definitions

2.1 In this DPA, the following terms have the meanings set out below (terms not defined herein shall have the meaning given in the main body of these Supplier Terms):

"Data Subject" means an identified or identifiable natural person whose Personal Data is processed under this DPA.

"Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means, as defined in Article 4(2) UK GDPR.

"Special Category Data" means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation as defined in Article 9(1) UK GDPR.

3. Roles and Responsibilities

3.1 Controller Responsibilities. The Controller acknowledges and agrees that:

(a) the Controller is the data controller for all Personal Data processed in connection with the Services and is responsible for ensuring that all processing has a valid lawful basis under UK GDPR;

(b) the Controller is responsible for ensuring that Data Subjects are provided with appropriate privacy notices and that any necessary consent has been obtained where required;

(c) the Controller is responsible for responding to Data Subject access requests and other rights requests, with the Processor providing reasonable assistance as set out in this DPA;

(d) the Controller is responsible for completing its own Data Protection Impact Assessment (DPIA) for the deployment of the Services within its organisation; and

(e) the Controller is responsible for the management and retention of Personal Data once it has been transferred to the Controller's systems.

3.2 Processor Responsibilities. The Processor agrees to:

(a) process Personal Data only on documented instructions from the Controller, unless required to do so by applicable law, in which case the Processor shall inform the Controller of that legal requirement before processing (unless prohibited from doing so by law);

(b) ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as set out in Schedule 4 (Security Schedule);

(d) comply with the conditions for engaging Sub-processors as set out in clause 5 (Security and Data Protection) of these Supplier Terms;

(e) assist the Controller in responding to Data Subject rights requests and in ensuring compliance with obligations under Articles 32-36 UK GDPR;

(f) delete or return all Personal Data to the Controller at the end of the provision of Services, and delete existing copies unless storage is required by applicable law; and

(g) make available to the Controller all information necessary to demonstrate compliance with Article 28 UK GDPR and allow for and contribute to audits and inspections in accordance with clause 19 (Records, Audit and Monitoring).

4. Details of Processing

4.1 Subject Matter and Purpose: The Processor processes Personal Data for the purpose of providing the Services as described in the Service Definition published on the Digital Marketplace. The processing supports healthcare service delivery, patient communication, administrative operations, and workflow optimisation.

4.2 Categories of Data Subjects: Personal Data processed under this DPA relates to the following categories of Data Subjects:

(a) patients and service users;

(b) patient representatives and carers;

(c) healthcare professionals; and

(d) practice staff and Authorised Users.

4.3 Categories of Personal Data: The categories of Personal Data processed are set out at https://quantumloopai.com/serviceterms and may include identity data, contact details, NHS numbers, health data, administrative data, technical data, and staff data.

4.4 Lawful Basis for Processing: The Controller confirms that processing under this DPA is conducted on one or more of the following lawful bases:

(a) Article 6(1)(e) UK GDPR: Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller;

(b) Article 9(2)(h) UK GDPR: Processing of Special Category Data is necessary for the purposes of preventive or occupational medicine, medical diagnosis, the provision of health or social care or treatment, or the management of health or social care systems and services; and

(c) Common Law Duty of Confidentiality: Processing is supported by implied consent for direct care and the use of processors under appropriate contractual arrangements.

4.5 Duration of Processing: Processing under this DPA shall continue for the duration of the Call-Off Contract. Upon termination, the Processor shall delete or return all Personal Data in accordance with clause 16 (Transition and Exit).

5. Sub-processors

5.1 Authorised Sub-processors: The Controller provides general written authorisation for the Processor to engage Sub-processors. The current list of Sub-processors is maintained at https://quantumloopai.com/serviceterms. The Processor shall ensure that each Sub-processor is bound by data protection obligations that are materially similar to those set out in this DPA.

5.2 Sub-processor Assurances: All Sub-processors are selected on the basis that they are UK GDPR compliant. Key assurances include:

(a) no Sub-processor retains Personal Data beyond the minimum necessary for service provision;

(b) no Sub-processor uses data from the Services for the training of AI or machine learning models without explicit authorisation; and

(c) where data is processed outside the UK, appropriate safeguards are in place including Standard Contractual Clauses where applicable.

5.3 Changes to Sub-processors: The Processor shall provide the Controller with prior written notice of any intended changes to Sub-processors at least fourteen (14) days in advance, giving the Controller the opportunity to object to such changes. If the Controller objects on reasonable grounds relating to data protection, the parties shall discuss in good faith how to address the Controller's concerns.

6. Security Measures

6.1 Technical Measures: The Processor implements the following technical security measures:

(a) Encryption: Data is encrypted both in transit (TLS 1.2 or higher) and at rest (AES-256 encryption);

(b) Access Controls: Role-based access controls (RBAC) with multi-factor authentication (MFA) for all system access;

(c) Audit Logging: Comprehensive audit trails track all access to Personal Data;

(d) Network Security: Services are hosted in secure data centres with enterprise-grade network security controls; and

(e) Vulnerability Management: Regular penetration testing and vulnerability assessments are conducted.

6.2 Organisational Measures: The Processor implements the following organisational security measures:

(a) Staff Training: All staff handling data undergo data protection and security training;

(b) Confidentiality Agreements: All personnel with access to Personal Data are bound by confidentiality obligations;

(c) Security Policies: Comprehensive security policies are implemented and reviewed regularly; and

(d) Business Continuity: Business continuity and disaster recovery plans are maintained.

6.3 Certifications: The Processor maintains the following certifications: (a) Data Security and Protection Toolkit (DSPT) certification; (b) Cyber Essentials Plus certification; (c) Digital Technology Assessment Criteria (DTAC) compliance; (d) ISO 27001-accredited systems; and (e) where applicable, MHRA registration as a medical device.

7. Data Retention

7.1 Standard Retention Periods: Unless otherwise directed by the Controller, the Processor applies the retention periods published at https://quantumloopai.com/serviceterms.

7.2 Secure Deletion: At the end of the applicable retention period, data is automatically and securely deleted. A deletion report can be generated to confirm that data has been removed. Upon written instructions from the Controller, all data can be securely deleted or returned.

8. Data Subject Rights

8.1 Assistance with Rights Requests: The Processor shall assist the Controller in responding to requests from Data Subjects exercising their rights under UK GDPR. The Controller remains responsible for responding to such requests, with the Processor providing reasonable technical and organisational support.

8.2 The Processor shall extract and provide relevant data to the Controller within reasonable timeframes to support responses to Data Subject access requests.

9. Personal Data Breach Notification

9.1 Breach Notification Timeframe: The Processor shall notify the Controller without undue delay and in any event within twenty-four (24) hours after becoming aware of a Personal Data Breach affecting Personal Data processed under this DPA.

9.2 Breach Notification Content: The notification shall include, to the extent known: (a) a description of the nature of the breach, including where possible the categories and approximate number of Data Subjects and records concerned; (b) the name and contact details of the point of contact for further information; (c) a description of the likely consequences of the breach; and (d) a description of the measures taken or proposed to address the breach.

9.3 Breach Cooperation: The Processor shall cooperate with the Controller and take reasonable steps to assist in the investigation, mitigation, and remediation of any Personal Data Breach.

10. International Data Transfers

10.1 Data Location: Core Services are hosted in data centres located in England. Personal Data is stored in the United Kingdom.

10.2 Transfers Outside the UK: Some Sub-processors may process data statelessly outside the UK. Where such transfers occur: (a) processing is stateless with no data retention where possible; (b) appropriate contractual safeguards are in place, including Standard Contractual Clauses where applicable; (c) all transfers comply with UK GDPR requirements for international transfers; and (d) transfers to the EU/EEA are covered by the UK adequacy decision.

11. Audit Rights

11.1 Information Access: The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 UK GDPR and this DPA.

11.2 Audit Procedures: The Processor shall allow for and contribute to audits of records relating to the DPA, subject to the audit provisions set out in clause 19 (Records, Audit and Monitoring) of these Supplier Terms.

11.3 Third Party Audit Reports: The Processor may satisfy audit requirements by providing copies of relevant third-party audit reports, certifications, or assessments (such as DSPT, Cyber Essentials, or penetration test summaries).

12. Term and Termination

12.1 Duration: This DPA shall remain in force for the duration of the Call-Off Contract and shall automatically terminate upon termination of the Call-Off Contract.

12.2 Post-Termination Obligations: Upon termination of this DPA, the Processor shall: (a) at the Controller's choice, delete or return all Personal Data to the Controller within thirty (30) days; (b) delete existing copies unless storage is required by applicable law; (c) provide written certification of deletion upon request; and (d) continue to protect any Personal Data that must be retained under applicable law.

13. NHS-Specific Processing Requirements

13.1 The Processor acknowledges that the Controller may be subject to oversight by NHS England, the Care Quality Commission, and the Information Commissioner's Office, and shall cooperate with any inspections, audits, or investigations by such bodies in relation to the Services.

13.2 In the event of a Personal Data Breach involving patient-identifiable information, the Processor shall notify the Controller's designated information governance lead within the timeframes specified in clause 9.1.

13.3 The Processor confirms compliance with the ten National Data Guardian data security standards and shall maintain evidence of such compliance.

14. General Provisions

14.1 Conflicts: In the event of any conflict between this DPA and the main body of these Supplier Terms, this DPA shall prevail with respect to data protection matters.

14.2 Amendments: This DPA may be updated by the Processor by publishing a revised version at https://quantumloopai.com/serviceterms and notifying the Controller in accordance with clause 21.4 of these Supplier Terms.

14.3 Governing Law: This DPA shall be governed by and construed in accordance with the laws of England and Wales.

14.4 Liability: Each party's liability under this DPA shall be subject to the limitations and exclusions of liability set out in clause 12 (Liability) of these Supplier Terms.

15. Contact Information

15.1 For queries regarding this DPA or data protection matters, contact the Processor at: legal@quantumloopai.com or dpo@quantumloopai.com.

SCHEDULE 2: SERVICE LEVEL AGREEMENT

This Service Level Agreement sets out the availability and support commitments for the Services. The most current version is available at https://quantumloopai.com/serviceterms.

1. Availability

1.1 Target Availability: 99.9% Uptime during each calendar month.

1.2 Uptime is calculated as: ((Total Minutes - Downtime Minutes) / Total Minutes) x 100.

1.3 Scheduled Maintenance: Planned maintenance with at least 48 hours' notice, preferably during low-usage periods, excluded from Uptime calculation.

1.4 Excused Downtime: Downtime caused by Force Majeure Events, Buyer actions, Third Party Services, or factors outside the Supplier's reasonable control is excluded from Uptime calculation.

2. Service Credits

2.1 Service Credits are calculated as follows:

Monthly Uptime 99.0% to <99.9%: 5% of monthly Charges

Monthly Uptime 95.0% to <99.0%: 10% of monthly Charges

Monthly Uptime <95.0%: 10% of monthly Charges (maximum)

2.2 Maximum Service Credit: 10% of monthly Charges per calendar month.

2.3 Service Credit claims must be submitted in writing within thirty (30) days of the end of the affected month.

2.4 Service Credits are the Buyer's sole and exclusive remedy for failure to meet availability targets.

3. Support

3.1 Support Hours: 08:00-18:00 UK time, Monday to Friday (excluding public holidays).

3.2 Emergency Support: 24/7 for Priority 1 incidents via emergency contact.

3.3 Support Channels: Email (support@quantumloopai.com), telephone, and web portal.

4. Incident Response

4.1 Incident response and resolution targets are as follows:

P1 (Critical) - Complete service outage: Response 1 hour, Resolution target 4 hours

P2 (High) - Major functionality impaired: Response 4 hours, Resolution target 8 hours

P3 (Medium) - Minor functionality impaired: Response 8 hours, Resolution target 24 hours

P4 (Low) - General queries: Response 24 hours, Resolution target 5 Business Days

4.2 Response and resolution times apply only where the Incident is within the Supplier's reasonable control.

SCHEDULE 3: ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) governs the use of the Services. The most current version is available at https://quantumloopai.com/serviceterms.

1. Permitted Use

1.1 The Services may only be used for lawful healthcare communication and administrative purposes.

1.2 Users must comply with all applicable laws, regulations, and professional standards.

2. Prohibited Conduct

2.1 Users shall not:

(a) use the Services for any unlawful purpose;

(b) transmit Prohibited Content;

(c) attempt to gain unauthorised access to any systems;

(d) interfere with or disrupt the Services;

(e) use the Services to send spam or unsolicited communications;

(f) impersonate any person or entity;

(g) use the Services in a manner that exceeds reasonable usage patterns; or

(h) use automated means to access the Services without authorisation.

3. Enforcement

3.1 Violation of this AUP may result in suspension or termination of access to the Services in accordance with clause 15 (Suspension) of these Supplier Terms.

SCHEDULE 4: SECURITY SCHEDULE

This Security Schedule describes the security measures implemented by the Supplier. The most current version is available at https://quantumloopai.com/serviceterms.

1. Certifications

1.1 ISO 27001:2022 (Information Security Management)

1.2 Cyber Essentials Plus

1.3 NHS Data Security and Protection Toolkit (DSPT) - Standards Met (ODS Code: N4F2E)

2. Technical Measures

2.1 Encryption at rest: AES-256

2.2 Encryption in transit: TLS 1.2 or higher

2.3 Multi-factor authentication for administrative access

2.4 Role-based access control (RBAC)

2.5 Regular vulnerability scanning and penetration testing (at least annually)

2.6 Intrusion detection and prevention systems

2.7 Comprehensive audit logging with minimum 12-month retention

3. Physical Security

3.1 Services hosted in secure data centres located in England

3.2 Data centre security includes: 24/7 security personnel, biometric access controls, CCTV surveillance, redundant power supplies, and fire detection and suppression systems

4. Personnel Security

4.1 Background checks (including DBS where appropriate) for employees with access to Service Data

4.2 Security awareness training for all staff

4.3 Confidentiality agreements for all personnel

5. Business Continuity

5.1 Documented business continuity and disaster recovery plans, tested annually

5.2 Regular backup procedures (daily incremental, weekly full)

5.3 Recovery Time Objective (RTO): 4 hours for critical functionality

5.4 Recovery Point Objective (RPO): Maximum 4 hours data loss

5.5 Geographic redundancy across UK data centre regions

SCHEDULE 5: NHS AND HEALTHCARE PROVISIONS

1. Clinical Safety

1.1 The Supplier has conducted clinical risk management in accordance with DCB0129 and maintains: (a) Clinical Safety Officer appointment; (b) Clinical Risk Management System; (c) Hazard Log; and (d) Clinical Safety Case Report.

1.2 The Buyer shall comply with DCB0160 in relation to deployment and use of the Services.

1.3 Clinical safety documentation is available on request.

2. Information Governance

2.1 The Supplier complies with: (a) NHS Code of Practice on Confidential Information; (b) Caldicott Principles; (c) Common Law Duty of Confidence; (d) NHS Data Security Standards (National Data Guardian standards); and (e) Digital Technology Assessment Criteria (DTAC).

2.2 DSPT submission (ODS Code: N4F2E) is published and available for review.

2.3 DTAC assessment is available on request for commissioning organisations.

3. System Integration

3.1 The Services can integrate with NHS clinical systems. Details of supported integrations are available at https://quantumloopai.com/serviceterms.

3.2 The Services support interoperability via GP Connect and FHIR standards where available.

3.3 Integration with additional systems may be available upon request.

4. Records Retention

4.1 Data retention periods are set out at https://quantumloopai.com/serviceterms and comply with NHS records management guidance.

4.2 Retention periods may be customised by agreement with the Buyer.

5. Freedom of Information

5.1 The Supplier shall provide reasonable assistance to enable the Buyer to respond to requests under the Freedom of Information Act 2000.

5.2 The Buyer shall consult with the Supplier before disclosing Supplier Confidential Information under FOIA.

SCHEDULE 6: SERVICE-SPECIFIC TERMS

This Schedule sets out terms specific to individual Services. Current Service-Specific Terms are available at https://quantumloopai.com/serviceterms.

1. General Application

1.1 The Supplier may add new Services and corresponding Service-Specific Terms by publishing them at https://quantumloopai.com/serviceterms and on the Digital Marketplace.

1.2 Service-Specific Terms supplement these Supplier Terms. In the event of conflict, the Service-Specific Terms shall prevail for the relevant Service.

2. Service Categories

2.1 The Supplier offers Services in the following categories:

(a) AI-powered communication services (inbound and outbound);

(b) Digital engagement and chatbot services;

(c) Patient access and workflow tools;

(d) Analytics and reporting services; and

(e) Integration and professional services.

2.2 Details of specific Services, their features, and applicable terms are published on the Digital Marketplace and at https://quantumloopai.com/serviceterms.

3. Medical Device Registration

3.1 Where applicable, certain Services may be registered with the MHRA as medical devices. The Supplier maintains clinical risk management in accordance with DCB0129 for all applicable Services.

3.2 Notwithstanding any medical device registration, the Services facilitate information collection and communication only. The Services do not provide medical advice, diagnosis, triage, or treatment recommendations.

4. Clinical Disclaimers

4.1 All clinical decisions remain the sole responsibility of the Buyer's qualified healthcare professionals.

4.2 The Services are intended to support administrative and communication workflows and do not replace clinical judgement or human decision-making.

SCHEDULE 7: EXTERNAL POLICY REFERENCES

The following policies and documents are incorporated by reference into these Supplier Terms. The Supplier may update these policies from time to time in accordance with clause 21.4.

Document	URL / Location	Purpose
Service Level Agreement	https://quantumloopai.com/serviceterms	SLA and support
Privacy Policy	https://quantumloopai.com/serviceterms	Data privacy practices
Acceptable Use Policy	https://quantumloopai.com/serviceterms	Permitted use of Services
Data Processing Agreement	https://quantumloopai.com/serviceterms	Data processing terms
Sub-processor List	https://quantumloopai.com/serviceterms	Current sub-processors
Data Retention Schedule	https://quantumloopai.com/serviceterms	Retention periods
Security Overview	https://quantumloopai.com/serviceterms	Security measures
Service-Specific Terms	https://quantumloopai.com/serviceterms	Terms for specific Services
Integration Documentation	https://quantumloopai.com/serviceterms	Supported integrations
DTAC Assessment	Available on request	Digital Technology Assessment
DSPT Submission	NHS DSPT Portal (ODS: N4F2E)	Data security toolkit
Clinical Safety Documentation	Available on request	DCB0129 compliance

End of Supplier Terms and Conditions

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