

QUANTUM DELIVERY HUB — END USER LICENCE AGREEMENT

PLEASE READ THE TERMS OF THIS LICENCE CAREFULLY BEFORE ACCESSING ANY SERVICES OR ACCESSING THE PLATFORM.

This end user licence agreement, including any supplemental terms, (together the “Licence”) sets out the basis upon which Quantum Consultancy Ltd (“Licensor”, “Us” “Our” or “We”) will permit You as an authorised user of a Customer (“Licensee” or “You”) to use the Platform and Services.

This Licence is applicable to customers and/or end users based in the United Kingdom, Ireland and other countries where the Services are made available. Schedule 1 is reserved for additional terms applying to access from outside the United Kingdom. No such additional terms currently apply.

We Licence the use of the Services and Platform to You on the basis of this Licence. We do not sell any rights in the Platform to You.

We remain the owners of the Platform and all software, intellectual property and rights contained therein.

At all times the contract for the Services remains under the terms of the Licence Agreement and is made between Us and Our Customer.

1 DEFINITIONS

The following defined terms are used in this Licence:

“AI Features” means those parts of the Platform which use artificial intelligence or machine learning to generate suggestions, drafts, summaries, commentary or analysis, including the in-platform assistant, delivery insight, document drafting assistance and any similar functionality made available from time to time.

“Authorised User” means any individual permitted by the Customer to access the Platform under the Customer’s account, including You.

“Customer” means the customer named under the relevant Licence Agreement for whom either You work or are otherwise considered to be an authorised user under their account.

“Customer Infrastructure” means any software, systems, devices, hardware, networks or infrastructure of the Customer or for which the Customer has contracted with a third party and not with the Licensor.

“Customer Cause” means when the Customer or You are responsible for damage caused which shall include but not be limited to damages caused by:

- i. any failure to comply with User Documentation;
- ii. any act, omission, neglect or misuse by You or anyone acting on Your behalf;
- iii. Your further use of the Platform following the discovery of a defect; or
- iv. any breach by You of this Licence.

“External User” means an Authorised User whose access is limited to one or more specific projects or documents, who is not an employee, officer or contractor of the Customer, and to whom access has been granted for the purpose of reviewing, commenting on or approving a document routed to them.

“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 or business sector.

“Intellectual Property Rights” means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, rights in software, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in

any part of the world, whether now known or in the future created.

“Licence Agreement” means the Quantum Delivery Hub Licence Agreement, the Order Form or the terms and conditions made between the Licensor and Our Customer which permits the Licensee’s use of the Services made available via the Platform subject to the terms of this Licence.

“Licensee Data” means the data inputted by or on behalf of You, for the purpose of using or facilitating your use of the Services or Platform and any data generated by, or derived from your use of the Services or Platform, whether hosted or stored within the Services or Platform or elsewhere.

“Licensee Fee” means any associated costs for the use of the Platform in accordance with the payment terms and/or schedule set out in the Licence Agreement made between the Licensor and Our Customer.

“Platform” means Our QUANTUM DELIVERY HUB Platform including its API interface, and any software, documentation, or materials provided in connection with the Platform or the Services. Any additional modules, features or upgrades requested outside the scope of your Licence may incur additional fees, which will be agreed in writing prior to provision or development.

“Services” means the services to be delivered by Us to Our Customer in accordance with the Licence Agreement and the use of Our QUANTUM DELIVERY HUB Platform as a cloud-based Software-as-a-Service (SaaS) solution solely for your internal business purposes. All rights not expressly granted are reserved by Us.

“Uncontrolled Factors” means such factors, elements, events or circumstances which may be relevant to the provision of the Platform but which are outside of Our reasonable control, which shall include but not be limited to the Customer Infrastructure, the internet, the acquirer, any telecommunications infrastructure and communications equipment (other than that which is owned by Us or under Our control), changes in the law or regulations, requirements or actions of the police or other government authorised body.

“User Documentation” means all instructions, guides and manuals as may be made available by Us or any relevant third party in relation to the use and operation of the Platform and any part of it.

“Viruses” means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of

any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Vulnerability” means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

2 SCOPE OF LICENCE

2.1 We grant to You a limited, non-exclusive, non-transferable, revocable licence, without the right to sublicense, to access and use the Services via the Platform on the terms of this Licence, solely for your internal business operations.

2.2 You shall:

- a) provide the Licensor with:
 - i. all necessary co-operation in relation to this Licence; and
 - ii. all necessary access to such information as may be required by the Licensor, to the extent required to provide the Services and Platform including but not limited to Licensee Data, security access information and configuration services;
- b) without affecting your other obligations under this Licence, comply with all applicable laws and regulations with respect to your activities under this Licence; and
- c) ensure that your network and systems comply with the relevant specifications provided by the Licensor from time to time.

2.3 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Licensee Data. You hereby license Us to use the Licensee Data for:

- a) the proper performance of the Services, including the provision of the Platform;
- b) the purposes set out in Our privacy notice as described in clause 11; and
- c) all other purposes relevant to the proper exercise of Our rights and obligations under this agreement.

2.4 You undertake that:

- a) You will not permit, allow or suffer anyone other than You to use your password or account to use or access the Platform or Services;
- b) You shall only use the Platform and Services in accordance with the terms of this Licence;
- c) your use of the Platform and Services shall at all times be done in accordance with the terms of the Licence Agreement;
- d) You shall comply with all applicable technology control or export laws and regulations; and
- e) You shall pay any associated Licensee Fees for the use of the Platform if applicable, outlined under the Licence Agreement.

2.5 Where You are an External User, the following additional terms apply and take precedence over any wider grant in clause 2.1:

- a) your licence is limited to accessing, reviewing, commenting on and, where applicable, approving the specific projects or documents to which You have been given access by the Customer, and to no other part of the Platform;
- b) You acknowledge that an approval, rejection or comment recorded by You is attributed to You by name and date, is recorded in a permanent audit record, and may be reproduced in documents issued by the Customer to third parties;
- c) You shall treat all information made available to You through the Platform as confidential in accordance with clause 10; and
- d) your access may be withdrawn by the Customer or by Us at any time without notice once the purpose for which it was granted has been fulfilled.

3 RESTRICTIONS

3.1 Except as expressly set out in this Licence or as permitted by any local law which is incapable of exclusion by agreement between the parties, You shall not:

- a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Platform in any form or media or by any means;
- b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
- c) access all or any part of the Services or Platform in order to build a product or service which competes with the Services or Platform;
- d) use the Services or Platform to provide services to third parties;
- e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or Platform available to any third party; or
- f) attempt to obtain, or assist third parties in obtaining, access to the Services or Platform, other than as provided under this Licence.

3.2 You shall not use the Platform or Services:

- a) To distribute or transmit to the Licensor any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;
- b) To store, access, publish, disseminate, distribute or transmit any material which:
 - i. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - ii. facilitates illegal activity;
 - iii. depicts sexually explicit images;
 - iv. promotes unlawful violence;
 - v. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- c) in any way which is otherwise illegal or causes damage or injury to any person or property,

- d) in breach of the terms of the Licence Agreement and We reserve the right, on no less than thirty (30) days' prior written notice to You, such notice specifying the breach of this condition and requiring it to be remedied within the thirty (30) day period, and to disable your access to the Services and Platform for the duration of time that the breach remains unremedied.

3.3 If You breach the restrictions set out in this clause 3, or Our performance of any of Our obligations under this Licence are prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("Customer Default"):

- a) We shall without limiting Our other rights or remedies have the right to suspend performance of the Services and access to the Platform until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of Our obligations under the terms of the Licence Agreement;
- b) We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 3.3; and
- c) We shall be entitled to terminate this Licence in accordance with the relevant provisions of the Licence Agreement or where there is an ongoing or material breach of the Customer's obligations due to Us under the terms of the Licence Agreement. In such circumstances We shall not be liable for any costs or losses sustained or incurred by You.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 All Intellectual Property Rights which exist in the Services and Platform, anywhere in the world, shall at all times remain vested in Us, or where applicable with Our licensors. Nothing in this Licence shall transfer any such rights to You and your right to use such Intellectual Property Rights shall be limited to such use as is expressly provided for under this Licence.
- 4.2 You acknowledge that You have no right to have access to any Platform in source code form.

5 THE PLATFORM

- 5.1 We shall not be obliged to provide You with any Services, nor be liable for any loss, claim, damage, expense or liability of any nature whatsoever suffered by You and / or any third party including without limitation where this is as a result of any failure and / or fault in the Platform or any part of it which results from:
 - a) any malfunction or failure of any nature whatsoever in the Customer Infrastructure; or
 - b) any malfunction or failure which is caused by any Uncontrolled Factors or by a Customer Cause.
- 5.2 We do not warrant that access to the Platform or the provision of the Services will be uninterrupted or error or virus free and You acknowledge that there is a risk that your communications may be intercepted or accessed by those other than the intended recipient.
- 5.3 We shall be entitled at any time, without liability to You to:

- a) improve, modify, suspend, test, maintain, withdraw or repair the Services or Platform in whole or in part even if this requires suspending the operation of the Services or Platform provided We shall use reasonable endeavours to minimise the disruption resulting therefrom;
- b) improve, modify, suspend or withdraw the Services or Platform in whole or in part and in order to prevent or limit the incidence of any fraud or to facilitate the early detection of any fraud; and
- c) We shall endeavour to give You as much notice as is reasonably practicable in the circumstances in advance of any improvement, modification, suspension, withdrawal, discontinuance, testing, maintenance or repair referred to above.
- d) in any case, We will endeavour to perform updates only within a two-hour window between 23:00 and 01:00 GMT on Tuesdays or Thursdays, unless otherwise specified in clause 5.3 (c).

5.4 We shall not be obliged to provide You with any services. At all times the Licence Agreement governs the contractual relationship between Us and Our Customer for the Services, this Licence simply sets out the terms You are agreeing to abide with when You use the Platform.

6 ARTIFICIAL INTELLIGENCE FEATURES

- 6.1 The Platform includes AI Features. AI Features are provided to assist You and do not replace your own professional judgement.
- 6.2 Output produced by an AI Feature is a suggestion only. It is not a deliverable, does not constitute professional, legal, financial, tax or investment advice, and is not certified by Us as accurate, complete or fit for any particular purpose. You are responsible for reviewing, verifying and, where appropriate, correcting any output before relying on it or issuing it to any third party.
- 6.3 No AI Feature calculates or determines any financial, scheduling or resource figure within the Platform. All such figures are produced by the Platform's own calculation processes. An AI Feature may describe, summarise or comment upon a figure so produced, but does not produce it.
- 6.4 No change proposed by an AI Feature is recorded in the Platform unless and until an Authorised User with the necessary permissions reviews it and expressly confirms it. Where You confirm such a change, You do so as your own act and remain responsible for it.
- 6.5 We may add, modify, suspend or withdraw any AI Feature in accordance with clause 5.3, and We give no warranty that any particular AI Feature will remain available or will produce consistent output over time.

7 LIABILITY

- 7.1 You acknowledge that You have selected the Platform and Services as being suitable for your requirements.
- 7.2 We owe no obligations to You under the terms of this Licence and to the maximum extent permitted by law We exclude all conditions, warranties or other terms, express or implied, in relation to the Platform or Services, including without limitation as to quality, fitness for a particular purpose or any other kind whatsoever. Any condition, warranty or other term concerning the Platform, which might otherwise be implied

into or incorporated within this Licence, whether by statute, common law or otherwise, is expressly excluded.

- 7.3 Nothing in this Licence shall exclude or in any way limit Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded by law.
- 7.4 Without prejudice to clause 7.3, We shall not be liable whether in contract, tort (including negligence), misrepresentation or otherwise, for:
- loss of profits;
 - loss of revenue;
 - loss of use;
 - loss of business or missed opportunities;
 - loss of goodwill;
 - loss or corruption of data;
 - loss of reputation; or
 - any indirect or consequential loss or damage, in each case whether direct or indirect, however caused, even if foreseeable.
- 7.5 Without prejudice to clause 7.3, We exclude any and all liability to You (including any liability for breach of contract or for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise. At all times the extent of Our liability in respect of the contractual relationship for the provision of the Services and Platform is governed under the terms of the Licence Agreement with Our Customer.

8 TERMINATION

- 8.1 We may terminate this Licence immediately by written notice to You if You commit a material or persistent breach of this Licence which You fail to remedy (if remediable) within 14 days after the service of written notice requiring You to do so.
- 8.2 On termination for any reason:
- all rights granted to You under this Licence shall cease;
 - You must immediately cease all activities authorised by this Licence; and
 - You must immediately and permanently delete or disable interfaces to the Services from all computer equipment in your possession, and immediately destroy, delete or return to Us (at Our option) all copies of the Platform then in your possession, custody or control and, in the case of destruction or deletion, certify to Us that You have done so.

9 FORCE MAJEURE

- 9.1 We shall not be in breach of this Licence nor liable for delay in performing, or failure to perform, any of Our obligations under this Licence to the extent that such failure or delay is due to any events outside of Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, supplier and / or subcontractor delays or failures, municipal failure, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.
- 9.2 If such period of delay exceeds 30 days then We may terminate this Licence with immediate effect following notice to You.

10 CONFIDENTIALITY

- 10.1 You undertake that You shall not at any time, disclose to any person any confidential information concerning Our business, pricing, systems, products, affairs, customers, clients or suppliers ("Confidential Information") except as permitted by clause 10.2. You shall not use such Confidential Information for any purposes other than performing your obligations under the Licence.
- 10.2 You may disclose the Confidential Information:
- to your employees, officers, representatives or advisers who need to know such information for the purposes of carrying out your obligations under the Licence provided that You ensure that such people comply with this clause 10; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that, to the extent You are legally permitted to do so, You give Us as much notice of such disclosure as possible.
- 10.3 You acknowledge that the Platform may contain confidential information belonging to the Customer and to third parties with whom the Customer deals, including commercial terms, contract values, charge rates, project information and the personal data of individuals. Such information is Confidential Information for the purposes of this clause 10 whether or not it is marked as confidential, and the obligations in clause 10.1 apply to it. You shall access only such information as is necessary for the performance of your role, and shall not disclose, extract, copy or retain such information other than for that purpose.
- 10.4 The obligations in this clause 10 survive the termination of this Licence.

11 DATA PROTECTION

- 11.1 You undertake to comply with all applicable data protection legislation in respect of your use of the Services and Platform.
- 11.2 In respect of the delivery information entered into the Platform by or on behalf of the Customer, We act as a data processor and the Customer is the data controller. In respect of account and platform administration information, We act as a data controller. For more information on how We process the personal data of individuals who use the Services and Platform, please refer to Our privacy notice at <https://www.quantumdeliveryhub.com/legal/privacy>

12 COMMUNICATION BETWEEN US

- 12.1 We may update the terms of this Licence at any time on notice to You in accordance with clause 12. Your continued use of the Services and Platform following the deemed receipt and service of the notice under clause 12 shall constitute your acceptance to the terms of this Licence, as varied. If You do not wish to accept the terms of the Licence (as varied) You must immediately stop using and accessing the Services and Platform on the deemed receipt and service of the notice.
- 12.2 If We have to contact You, We will do so by email.
- 12.3 Any notice:
- given by Us to You will be deemed received and properly served 24 hours after it is first posted on Our website, 24

hours after an email is sent, or three days after the date of posting of any letter; and

- b) given by You to Us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

12.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on Our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

13 ADDITIONAL TERMS

13.1 Assignment and Other Dealings. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this Licence. We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under this Licence and may subcontract or delegate in any manner any or all of Our obligations under this Licence to any third party.

13.2 Entire Agreement. This Licence and any document expressly referred to in it constitutes the entire agreement between Us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between Us, whether written or oral, relating to its subject matter.

13.3 You acknowledge that in entering into this Licence You do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document referred to in it.

13.4 You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

13.5 Third Party Rights. Nothing in this Licence shall confer any rights on any third parties by virtue of this Licence and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.

13.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 Severance. If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

14 GOVERNING LAW AND JURISDICTION

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 — ACCESSING THE SERVICES FROM OUTSIDE OF GREAT BRITAIN

Reserved for future use. No additional terms currently apply to Authorised Users accessing the Services from outside the United Kingdom.

DOCUMENT CONTROL

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DOCUMENT VERSION HISTORY

v1.0 — 22 September 2026 — Quantum Consultancy Ltd — Initial approved version.

v1.1 — 23 September 2026 — Quantum Consultancy Ltd — Clause 11.2 updated: the privacy notice reference now points to the Quantum Delivery Hub legal pages.

End of document — QDH-EULA-001 v1.1