



Standard Terms and Conditions for Arqit Professional Services (PS_STCs)

PART A: GENERAL TERMS

1. SCOPE OF AGREEMENT

- 1.1. These professional services standard terms and conditions (“**PS_STCs**”) apply to the purchase by Customer and supply by Arqit of Arqit Professional Services. Please refer to PART B: (Definitions and Interpretation) for a list of definitions that apply to the capitalised terms used in this document.
- 1.2. Order of Precedence: In the event of any conflict or inconsistency between the terms set out in the Agreement (as defined in this subsection), those listed first will have precedence and apply in place of such conflict or inconsistency in each subsequently listed document: (i) the Order; (ii) the SoW; and (iii) these PS_STCs (together, referred to herein as the “**Agreement**”).
- 1.3. Application of these PS_STCs. The terms and conditions set out in these PS_STCs apply as follows:
 - (a) Error! Reference source not found. (**General Terms**) sets out the general terms and conditions that apply to Arqit Professional Services;
 - (b) **PART B: (Definitions and Interpretation)** sets out the defined terms and rules of interpretation that are used throughout the Agreement; and
 - (c) Error! Reference source not found. (**Country Specific Terms**) sets out any country specific terms that modify or replace the relevant sections of these PS_STCs in the stated territory/ies.

2. PROFESSIONAL SERVICES –FEES AND INVOICING

- 2.1. Fees. Services are supplied in consideration for the Fee which are quoted on either on a firm fixed price (**FFP**) or time and materials (**T&M**) basis. Customer shall pay the Fee for the Services in accordance with the invoicing schedule and payment terms stated in the Transaction Document. In the absence of any instructions, Customer shall pay in accordance with this Section. Fees shall be non-cancellable and non-refundable unless otherwise agreed by Arqit.
- 2.2. Payment. All payments by Customer shall be in the currency set out in the applicable Transaction Document (or if no currency is stated, in USD) in cleared funds to Arqit’s nominated account stated on the invoice. All prices and fees payable under the Agreement are exclusive of value added tax or other similar sales, duties (including stamp duty), levies, withholding, deduction and/or any other governmental charge or other similar taxes or fees (together “**Taxes**”) that are or may become payable in connection with Customer’s receipt of the Services. All payments made by Customer shall be net of any applicable Taxes and without counterclaim or set-off. If necessary, Customer will provide reasonable assistance to Arqit in connection with any withholding taxes by promptly: providing Arqit with valid tax receipts and other required documentation showing Customer’s payment of any withholding taxes; completing appropriate applications that would reduce the amount of withholding tax to be paid; and notifying and assisting Arqit in any audit or tax proceeding related to transactions hereunder.

- 2.3. Invoicing for FFP Professional Services. Unless otherwise stated in the Transaction Document, Services supplied on an FFP basis will be invoiced and payable 100% in advance of supply in cleared funds to Arqit's nominated account set out in the invoice. If requested by Arqit, Customer shall sign and return the Acceptance Certificate to confirm completion of the Acceptance Criteria. A failure to promptly sign and return an Acceptance Certificate when requested to do so shall not relieve Customer of the requirement to pay the corresponding Fees.
- 2.4. Invoicing for T&M Professional Services: Unless otherwise stated in the Transaction Document, Services supplied on a T&M basis will be invoiced either on completion of the applicable Services for limited supply Services or on a call-off basis monthly in arrears based on submitted timesheets. All invoices are payable in cleared funds to Arqit's nominated account set out in the invoice within 30 days of the invoice date at the rates specified in the Transaction Document as may be increased from time to time in accordance with these PS_STCs.
- 2.5. Expenses: Unless otherwise expressly stated on the applicable Transaction Document, the Fees are quoted exclusive of any travel expenses. Reasonable travel expense, including hotel accommodation, shall be invoiced by Arqit following incurrence and reimbursed by the Customer on or before the invoice payment due date. Any agreed discounts will not be applied to the expenses line.
- 2.6. Payment Default. If Customer fails to make any payment due to Arqit under the Agreement by the due date for payment, then, without limiting Arqit's remedies under the Agreement: (a) Arqit shall be entitled to suspend provision of the Services and provision of any associated Products and/or suspend access to any customer accounts; and (b) Arqit may charge Customer interest at the annual rate of 4% over the base rate of the Bank of England from time to time in force or the maximum amount permitted under Applicable Law. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount. In addition, Customer shall upon demand promptly pay, or reimburse Arqit for, all Arqit's costs and expenses (including any external legal costs) incurred in the collection of any overdue and unpaid amounts from Customer. The payment obligations stated in this Section shall survive termination or expiration of the applicable Transaction Document or the Agreement.
- 2.7. Variation of Daily Rates (T&M). For Services provided on a T&M basis, any daily rates are quoted based on Arqit's then current rates and are subject to increase from time to time. Unless otherwise agreed under the Transaction Document, daily rates will be invoiced and payable at the then current rates applicable at the time of call-off.

3. PURCHASE ORDER REQUIREMENTS

- 3.1. By signing the Transaction Document, the Customer is agreeing to purchase the Services and pay the Fees. The Customer shall issue a separate non-cancellable purchase order (PO) for each line item listed in the Transaction Document referencing the Arqit PS reference number, the SKU and the Service Description. Each PO must be addressed to the correct Arqit entity. Customer acknowledges and agrees that any terms and conditions contained in any Customer PO shall have no binding effect on Arqit.
- 3.2. For call-off Services, Customer may issue individual POs for each call-off under a Transaction Document quoting the relevant Arqit PS reference number, the SKU and the Service Description as further described above.

4. SUPPLY OF SERVICES

T&M Services

- 4.1. As stated above, Services supplied on a T&M are supplied on a call-off basis for the number of days specified in the Transaction Document. If additional days are required, the Parties will execute a further Transaction Document setting out the additional requirements and the then current daily rates and the Customer shall issue a further corresponding PO. The activities to be performed by Arqit shall be agreed from time to time with the Customer.
- 4.2. Arqit shall provide an Arqit professional services consultant ("**Consultant**") with sufficient skills, capability, knowledge and understanding of the Arqit Products in order to carry out the activities agreed with the Customer. By way of example, the Consultant may support the Customer with the following activities:
 - Capturing service requirements
 - Drafting documentation, guidelines, recommendations relating to the implementation and configuration of the Products
 - Assistance with Product rollout
 - Recommendations for improvements
- 4.3. Timescales. The start date of the Professional Services is the Anticipated Start Date and may be changed by mutual agreement of the Parties provided that the Customer may not delay the actual start date by more than 60 days from the original Anticipated Service Start Date. Where Services are stated to be delivered in a fixed number of days (for example, Quickstart or other QC training packages or similar), such days shall be delivered on consecutive days unless otherwise agreed by Arqit. The minimum call-off period shall be not less than 1/2 a working day.
- 4.4. Expiry of Services: All days specified in the Transaction Document must be utilised by the End Date or, if no End Date is specified, within 6 months of the effective date of the Transaction Document. No refund or credit is available for Services not consumed within the 6-month period.

Professional Services - General

- 4.5. Working Hours: Working hours for each day are 09:00 to 17:00 local time Monday to Fridays and excluding public holidays. Work outside of normal working hours is not anticipated.
- 4.6. Work Location: Unless otherwise agreed by Arqit or set out in the Transaction Document, the work will be carried out at the Arqit's UK premises unless otherwise agreed with Arqit. Where access is required to any Customer or Third-Party premises or facilities, Customer shall arrange such access on behalf of Arqit and the Consultant(s).
- 4.7. Equipment and Facilities: Where the Consultant provides any Services at the Customer or a Third Party premises, Customer will be solely responsible At Customer' expense for providing adequate and reasonable space within its premises for the Consultant to carry out their work. Such space shall include power and screens for the Consultant to connect their laptop and secure network connectivity in order for the Consultant to access Arqit's network. In addition, Customer shall provide suitable facilities, network equipment, applications or other items as necessary for the Consultant to carry out the Services. The Consultant shall be responsible for providing their own laptop computer and mobile phone.

5. CUSTOMER OBLIGATIONS AND ASSUMPTIONS

- 5.1. Arqit's obligations and the Fees and SoW are subject to Customer complying with the undertakings in this Section.
- 5.2. Customer shall:
 - (a) Project Manager: provide a dedicated project manager ("**PM**") to manage and agree activities on behalf of Customer. The PM is required to act as the central point of contact from the project

team on behalf of the Customer and any Third-Party organisations (if applicable). The PM will be authorised to instruct Arqit in respect of all matters relating to the Services and Deliverables and will liaise with the Consultant as necessary on day-to-day issues and coordination of resources and any Customer Dependencies. Such PM shall have the necessary authority, skill, experience and technical expertise to assist the Consultant in carrying out the Services, and shall be available to participate in a timely manner in any working sessions.

- (b) Information: promptly provide access to all information, data and materials that is reasonably required to supply the Services and shall also provide access to Customer or Third Party subject matter and technical experts without charge. All information and material not provided by Arqit must, as far as practicable, be accurate, complete and up to date. Customer acknowledges that the results it obtains from the Services are dependent on the accuracy of the information, data and materials it provides to Arqit. The Services will not be deemed deficient due to errors or deficiencies in any information or data or other materials supplied by Customer in relation to the Services.
 - (c) Health & Safety: be solely responsible for the health and safety of the Consultant whilst they are undertaking the work at the Customer premises. The Customer shall ensure that all facilities and equipment are in good working order, fit for purpose and in compliance with applicable regulations and law.
 - (d) Delays in Performance or Dependencies: will provide notice to Arqit upon becoming aware that it cannot or may not be able to meet any of its obligations under the SoW and/or any of the Assumptions in the SoW or these PS_STCs in a timely manner, and shall will not occur or will not occur in a timely manner or are misleading or are inaccurate.
- 5.3. Visas: Customer shall be responsible for all visas required by its personnel or representatives to attend any in-person training or visits at Arqit premises. Each Party shall provide timely assistance and any necessary supporting documentation in respect of any visas required by the other Party in connection with the supply or receipt (as applicable) of the Services.

6. CHANGE ORDERS

- 6.1. Changes to the scope of the Services may only be made pursuant to a written change control note ("**CCN**") agreed and signed by the Parties in accordance with this Section.
- 6.2. Arqit may initiate these change control procedures if one or more of the following occur:
- (a) Customer requests a modification to the Services, Deliverables, delivery schedule or delivery location; Customer does not meet its obligations, resulting in either a modification being required to the scope, schedule, pricing and/or location or a delay in Arqit's ability to properly perform the Services; or
 - (b) unforeseen factors change the scope of this SoW and/or impact the term and cost of the Services that are outside the direct control of Arqit. In addition to the unforeseeable events as detailed under Section 11.4 below, unforeseen factors may include but are not limited to changes caused by new critical Customer requirements, new information about the current Customer requirements or use case, requests for non-standard working hours or non-standard Arqit products, accelerated project plans, access and data availability delays and minute delays to the start of the project which may result in Arqit being unable to redeploy resources.

- 6.3. When change control is initiated, Arqit will provide Customer with a draft written description of the agreed change in a CCN setting out the estimate of the impact of such revisions on the fees, payment terms, delivery schedule and/or other applicable provisions of the SoW. The CCN shall be effective and binding on the Parties once signed by both parties. Arqit shall not be responsible for any delays in the provision of the Services where Customer fails to sign and deliver a CCN in accordance with these provisions. If the Parties cannot agree to any new pricing based on the new scope of work, Arqit shall retain the right to terminate the applicable SoW or Transaction Document without further liability to Customer and Customer shall become liable to pay the Fees for Services performed up to the date of termination, together with any expenses.
- 6.4. The Parties will use reasonable efforts to resolve any disputes or issues no later than five (5) working days after such disputes or issues arise. Where an unforeseen change is required and the Parties cannot reach agreement in relation to such change, Arqit shall, where it is unable to continue Services, stop Services without liability and Customer will be invoiced and pay the full Fee. The Project Start Date, including staffing and resource allocation required for the Services will not commence until execution of the Order and issuance by Customer of a non-cancellable purchase order for the Services.

7. SUSPENSION OF SERVICES AND TERMINATION

- 7.1. Services Suspension and Termination Rights. Arqit may on written notice to Customer suspend provision of the Services where Customer has failed to pay any amounts due within fourteen (14) days of the applicable due date. Where Customer continues to be in default, Arqit may in addition to any other remedy it has under the Agreement or under law, terminate the Transaction Document to which Services and any associated Products relate with or without notice to Customer and, in such case, Arqit will have no further liability to Customer.
- 7.2. Bankruptcy Events. A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- 7.3. Consequences of Termination. Termination of a Transaction Document or the Agreement for any reason shall not relieve the Customer of its obligation to pay the applicable Fees. The following Sections shall remain in force notwithstanding termination or expiry of a Transaction Document or the Agreement: Sections 2.2, 2.5, 2.6, 7 (Suspension of Services and Termination), 8 (Intellectual Property Rights), 9 (Warranties), 10 (Confidentiality), the applicable subsections of Section 11 (Miscellaneous) and Part B (Definitions).

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Each Party and their respective licensors will retain all of their right, title, interest and ownership in and to their Intellectual Property Rights and related materials existing prior to delivery of the Services or developed outside of the scope of the Services. Arqit will retain exclusive ownership of all proprietary documentation, the Software, techniques, tools, concepts, processes, methods, developments test results and any other item or material developed or supplied by Arqit or its Consultants during the provision of the Services, including without limitation all written materials, copyright, moral rights and neighbouring rights, trademarks, service marks, patent rights, and all other Intellectual Property Rights whether or not capable of registration. The Customer specifically agrees that the results of all professional and support services supplied under the Agreement shall be considered "works made for hire" and that such results shall, upon creation, be owned exclusively by Arqit. Except and solely to the extent expressly provided in this section or under any other Transaction Document, no other right or license is granted or transferred to the Customer in respect of the Services.

9. WARRANTIES, REPRESENTATIONS AND LIMITATION OF LIABILITY

- 9.1. In addition to any other warranties given by either Party under a Transaction Document or these PS_STCs, each Party warrants, represents and undertakes that: (a) it has the right, power and authority to enter into each Transaction Document and the Agreement generally and carry out its obligations under the Agreement; and (b) that the Transaction Documents forming the Agreement constitute legal, valid and binding obligations of such Party and have been duly signed by an authorised representative of that Party; and (c) the execution and performance of the Agreement by it shall not breach any obligation owed by it to any Third Party; (d) it has or shall obtain and maintain at all times at its own cost all permissions, licenses and consents necessary for the performance of its obligations under the Agreement; and (e) it shall comply with all Applicable Laws in relation to any its obligations under the Agreement.
- 9.2. Professional Services. (a) Arqit warrants and represents that the Professional Services shall be performed in accordance with Good Industry Practice and shall meet the specifications set out in the SoW in all material respects; and (b) Customer warrants, represents and undertakes that: (i) it shall, in a timely manner, supply any Customer Data; and (ii) it will provide and retain responsibility for the Customer Dependencies and any Customer obligations set out in the SoW and these PS_STCs.
- 9.3. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE THESE PS_STCS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO THE CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ARQIT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ARQIT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Limitation of Liability

- 9.4. Nothing in this Agreement shall exclude or limit either Party's liability for: (a) death or personal injury or loss or damage for which liability cannot be limited or excluded by law; or (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited under Applicable Law.
- 9.5. SUBJECT TO SECTION 9.4, ARQIT SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THE SERVICES AND THE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE LOSS OR DAMAGES, INCLUDING, WITHOUT LIMITING THE FOREGOING: (A) FOR ANY LOSS OR CORRUPTION OF DATA OR INACCURACY OF DATA SUPPLIED TO IT; (B) FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; (C) SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, IN EACH CASE WHETHER OR NOT ARISING OUT OF OR IN CONNECTION WITH THESE PS_STCS OR THE AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ARQIT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION TO THE FOREGOING, ARQIT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES AND ANY DELIVERABLES WILL MEET THE CUSTOMER'S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS OTHER THAN AS SET OUT IN THE TRANSACTION DOCUMENT.



9.6. Subject to Section 9.4 the total liability of Arqit to the Customer under or in connection with this Agreement shall not exceed an amount equal to the Fees actually paid by the Customer to Arqit under the applicable Transaction Document to which the claim relates. The limits of liability in this subsection are cumulative and not per-incident.

10. CONFIDENTIALITY

10.1. Either Party receiving Confidential Information (the "**Recipient**") from the other (the "**Disclosing Party**") shall not without the Disclosing Party's prior written consent use such Confidential Information except for Agreement purposes or disclose such Confidential Information to any person other than the Recipient's employees, agents and contractors ("**Personnel**") on a strictly "need to know" basis and provided that each person to whom any Confidential Information is disclosed is bound by obligations of confidentiality at least equivalent to those in this Section. Any breach of such obligations by Customer's Personnel or Arqit's Personnel (as the case may be) shall be deemed to be a material breach by Customer or Arqit respectively and Customer or Arqit (as the case may be) shall be solely liable to the other for such breaches of its Personnel.

10.2. Section 10.1 shall not apply to Confidential Information that is: (a) published except by a breach of the Agreement; or (b) lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or (c) lawfully disclosed to the Recipient by a third party without any obligations of confidentiality; or (d) replicated by development independently carried out by or for the Recipient by an employee or other person without use of the Confidential Information.

10.3. Either Party that has during the course of the Agreement received Confidential Information in a recorded form from the other (or has recorded received Confidential Information) shall return or destroy (at the option of the Disclosing Party) such records upon the other Party's written request.

10.4. Except as agreed in writing by the Parties, neither Customer nor Arqit shall publicise the Agreement without the other Party's prior written consent. This Section shall not apply to internal publications or releases or information which is required to be disclosed to any Arqit or Customer investor or any relevant stock exchange. Each Party consents to the use of its name and logo in any press releases and/or investor presentations or roadshows.

11. MISCELLANEOUS

11.1. Governing Law and Jurisdiction. These PS_STCs and any non-contractual obligations arising out of or in connection with it shall be interpreted and governed by the laws of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute, claim or matter arising under or in connection therewith.

11.2. Notices. All notices under the Agreement must be in writing and sent to the business address and for the attention of the following persons at the addresses stated unless a party designates in writing a different person and/or address:

Arqit	General Counsel	Email: legal@arqit.uk	Mailing Address: as set out in the Transaction Document
Customer	As set out in the Transaction Document		

- 11.3. Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address if during business hours of the recipient (being 9:00am to 5:00 pm on a working day in the recipient's jurisdiction), or at 9:00 am local time of the recipient on the next working day if outside business hours; or (ii) if sent by courier, the time and date as recorded by the courier; or (iii) if sent by certified or registered mail (postage pre-paid) on the fifth (5th) working day after mailing (based on the working day of the recipient); or (iv) if sent by email, at 9:00 am (local time of the recipient) on the next working day after sending and provided that any notices given in relation to termination are accompanied by a confirmatory copy that is sent by hand or certified or registered mail (postage pre-paid). The Parties consent to the use of electronic means for communications as being "in writing", but not in respect of the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.4. Force Majeure. Arqit will not be responsible for or be deemed in default or breach under these PS_STCs by reason of any failure or delay in performance due to causes beyond its reasonable control including (a) strikes, labour disputes, civil disturbances, riot, rebellion, invasion, pandemic, epidemic, hostilities, war, terrorist attack, embargo or sanction, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of power supplies or Customer or Third Party equipment, loss and destruction of property or (b) any act, omission, failure or delay in the performance of Customer in respect of their obligations under the SoW and these PS_STCs.
- 11.5. Assignment. Customer shall not, without the prior written consent of Arqit, assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement. Arqit may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement provided that Arqit shall remain solely liable to Customer for the performance of any Arqit subcontractor performing the Services hereunder.
- 11.6. Severability. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 11.7. Rights and remedies. Except as expressly provided in the Agreement, the rights and remedies provided herein are cumulative and in addition to, and not exclusive of, any other rights or remedies provided by law.
- 11.8. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.9. No Third-Party Beneficiaries. With the exception of any Third-Party licensor's rights in and to the Products, or delivery of the Services, a person who is not a Party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 11.10. Amendment. The Transaction Document may only be modified or amended in accordance with these PS_STCs and the Change Orders procedure set out herein. No additional term or condition added in a purchase order issued by the Customer can conflict with or diminish a term or condition of the Agreement. Terms and conditions on any purchase order issued by the Customer hereunder will have no force and effect.



- 11.11. Invalid Terms/Conditions. The provisions of this Agreement are severable and if any one or more such provisions is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired as a result and will nevertheless be binding between the Parties. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the Parties will endeavour to modify that provision in a manner that gives effect to the intent of the Parties entering into the Agreement.
- 11.12. Relationship of the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 11.13. Waiver or Delay. No failure to exercise or delay in exercising by a Party of any right, power or remedy under this Agreement operates as a waiver of such right, power or remedy. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting the waiver unless made in writing. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.
- 11.14. Entire Agreement. In relation to its subject matter, this Agreement constitutes the entire agreement between the Parties, supersedes all prior written or oral agreements or arrangements relating to its subject and governs the relationship between the Parties to the exclusion (to the extent permitted by law) of any other terms and conditions (other than those implied by law). This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised representative of each Party. Each of the Parties acknowledges and agrees that it has not been induced to enter into the Agreement in reliance upon, and in connection with the Agreement does not have any remedy in respect of, any representation or other promise of any nature whatsoever other than as expressly set out in this Agreement. Nothing in this Agreement shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded. Each Party shall execute such documents and take such steps as the other Party may reasonably require to fulfil the provisions of and to give to each Party the full benefit of the Agreement.
- 11.15. Choice of Language. The original of this Agreement has been written in English, which will be the controlling language in all respects. Any translations into any other language are for reference only and will have no legal or other effect.
- 11.16. Counterparts. Transaction Document(s) forming the Agreement may be executed in any number of counterparts or duplicates (including via electronic signature) each of which shall be deemed to be an original of the Agreement and which together shall constitute one and the same agreement. Copies of the signature pages of any Order and/or Transaction Document transmitted by reliable means including electronically (for example in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) or facsimile) shall be treated as originals, fully binding and with full legal force and effects.

PART B: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

- 1.1. Unless otherwise defined, capitalised terms used in these PS_STCs and the Transaction Document shall have the meanings given to them in this PART B: Definitions and Interpretation.

Acceptance: means completion of the Acceptance Criteria.

Acceptance Certificate: The certificate in the form attached as an Exhibit to the Transaction Document or otherwise provided to Customer confirming Acceptance of the applicable Deliverables or completion of a Milestone.

Acceptance Criteria: the criteria by which a Deliverable or Milestone for completion of delivery or supply is considered complete and therefore accepted.

Affiliate: means in respect of a Party, any other party which is controlling or controlled by or under common control with such party, where "control" means the direct or indirect ownership of more than 50% of the voting power in respect of a party.

Agreement: has the meaning given to it in PART A of these PS_STCs.

Applicable Law: any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body or government authority having jurisdiction over the applicable Party.

Arqit: means the relevant Arqit entity identified in the applicable Transaction Document.

Assumptions: the responsibilities on the Customer to ensure certain environments, working conditions, network speeds or other items are in place in order for the Services to be delivered by Arqit and receiving and usable by the Customer as further described in the SoW.

Confidential Information: means any ideas, concepts, information including any pricing, discounts, credits, Product information, business processes, customers, marketing, financial plans and other information of the disclosing Party's business or customers, in any form, which is either marked as "proprietary" or "confidential" or is similarly marked or which a reasonable business person would consider to be confidential, and which has or is supplied directly or indirectly by one Party to the other Party in connection with the Agreement (and any information derived from such information), including any copies.

Customer: means the relevant customer entity identified in the applicable Transaction Document.

Customer Data: means any information, data and/or materials supplied by Customer to Arqit from time to time.

Customer Dependencies: the hardware, network connectivity and other items to be provided by Customer in order to receive and Use the Products as set out in the SoW or otherwise notified to Customer under any Documentation.

Deliverable: the deliverable items to be supplied by Arqit as part of the Services as identified in the SoW.

Documentation: means collectively the user manuals, ordering technical manuals, data sheets and any other Arqit branded or Arqit proprietary materials in any form whatsoever that describe the installation, operation, use and/or technical specifications of the Products and Services.

Fees the fees payable for the Services as set out in the Transaction Document or Arqit's daily rates applicable at the time of supply.

Good Industry Practice: means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced service provider engaged in the same or similar type of undertaking as the Party under the same or similar circumstances and conditions.



Intellectual Property Rights: means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.

Milestone: each of the individual milestones forming part of the Deliverable(s) being supplied under the SoW.

Order: means the order form, work order or quotation issued by Arqit to Customer in respect of the Services and signed by Customer.

Person: means an individual or any corporate entity, governmental authority, partnership or any other entity in any form.

Products: means Arqit's products and solutions (including any Software) available from time to time and licensed as either as a Subscription Product or under a Perpetual License.

Services or Professional Services: any professional services or support services to be provided by Arqit as further described in the Statement of Work.

Software: means Arqit's software in machine-readable object code and accompanying activation keys, if any, made available under a separate agreement with Arqit or an authorised reseller.

SoW or Statement of Work: the statement of work relating to the Professional Services either attached to or reference in a Transaction Document.

Third Parties: means any Person other than Arqit or Customer.

Transaction Documents: any Arqit documents that set out the specifics of the transaction such as the Fees and any specific terms and conditions relating to the Use or receipt of Products and/or Services. A Transaction Document may include (without limitation), the Order, a Quote, the SoW or CCN other service description documents. There may be more than one Transaction Document.

- 1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.
- 1.5. The word "*including*" or any variation thereof means (unless the context of its usage requires otherwise) "*including, but not limited to,*" or "*without limitation*" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

PART C: COUNTRY SPECIFIC TERMS

USA and Canada

Where any Services are stated to be supplied by Arqit, Inc in the USA and/or Canada under the Transaction Document, the following text shall replace the relevant sections of these PS_STCs in respect of that Transaction Document:

Part Ref	Section #	Replacement Term
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<p>Error! Reference source not found.</p>	<p>2.6</p>	<p><u>Payment Default.</u> If Customer fails to make any payment due to Arqit under the Agreement by the due date for payment, then, without limiting Arqit's remedies under the Agreement: (a) Arqit shall be entitled to suspend provision of the Services and provision of any associated Products and/or suspend access to any customer accounts; and (b) Arqit may charge Customer interest on the overdue amount at the rate of 1.5% monthly (18% per annum), or the maximum rate allowed by Applicable Law. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount. In addition, Customer shall upon demand promptly pay, or reimburse Arqit for, all Arqit's costs and expenses (including any external legal costs) incurred in the collection of any overdue and unpaid amounts from Customer. The payment obligations stated in this Section shall survive termination or expiration of the applicable Transaction Document or the Agreement.</p>
<p>Error! Reference source not found.</p>	<p>11.1</p>	<p><u>Governing Law.</u> The Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.</p> <p><u>Jurisdiction.</u> Each of the Parties agrees that all actions or proceedings arising out of or in connection with the Agreement, or for recognition and enforcement of any judgment arising out of or in connection with the Agreement, shall be tried and determined exclusively in the state or federal courts in the State of Delaware, and each of the Parties hereby irrevocably submits with regard to any such action or proceeding, to the exclusive jurisdiction of the aforesaid courts. Each of the Parties hereby expressly waives any objection based on improper venue or forum non conveniens.</p>
<p>Error! Reference source not found.</p>	<p>11.9</p>	<p><u>No Third-Party Beneficiaries.</u> With the exception of any of Arqit's Third Party licensor's rights in the Software, the Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing therein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.</p>