



Cyber Subscription Services Agreement V1.1

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WELCOME

Dear Client

We're thrilled to partner with you.

We really don't like long and boring legal documents (who does?).

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the future.

We can't wait to start working with you!

Talk soon.

Regards

Rory & The Team @ *CyberSecuritiesUK*



OVERVIEW

We love simplicity – so in short;

Agreement Commencement Date

Agreement Minimum Commitment Term

Your Limited Company Name and Trading Name, or Sole Trader Name

located at (Your Registered Address)

are engaging us CyberSecuritiesUK or BespokeIT (trading styles of Breen IT Solutions LTD)

of 166 Linacre Road, Litherland, Liverpool, L21 8JU to provide the services for the pricing to you as outlined in this Agreement.

You/Customer: You have the authority to enter into this agreement on behalf of Your Business and will do everything you can to allow Us to provide Our World Class services to You.

Us/Provider: We have the experience and ability to do everything We've agreed with You and We'll do it all in a professional and timely manner.

We'll endeavour to provide World Class service to You and on top of that We'll maintain the confidentiality of everything We come across.

Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the Nitty Gritty!

THE NITTY GRITTY

OUR GENERAL TERMS AND CONDITIONS

All of the Terms in this Agreement are in addition to Our *General Terms and Conditions*, which can be found at <http://www.cybersecurities.uk/generaltermsandconditions.html> The current version is also included in Schedule 4 of this agreement.

By signing this Agreement, you also agree to those *General Terms and Conditions*. For any terms that exist in both, the terms in this Agreement will override. We update our terms on a regular basis so either request an updated copy, or browse to the link above.

Note, no refunds will be given, and payment must be made with 7 days of the Project Commencement.

TERMINATION

All Termination requests must be made in writing to: help@cybersecurities.uk and only become active after approval by one of our Company Directors.

OUR RESPONSIBILITIES

We agree to respond to you and work with you and your staff to help deliver the product/service as described in Schedule A below. Generally, we don't offer any form of Service Level Agreement for subscription related services, however we aim to respond within 1 business day to any email or telephone-based communication.

Any dates given are estimated only. Depending on the service or product we may engage the services of sub-contractors.

YOUR RESPONSIBILITIES

You agree to indemnify us against any loss of service due to any form of security testing/validation services/product, for example Vulnerability, Website Application or Penetration Scanning.

Depending on the service we provide, you may also opt-in to receive sensitive reports via email rather than saved onto your client shared area – you agree to accept the increased security risk.

We will be working with your team and by default our Projects do not include any form of Project Management (if applicable).

You agree to use any CyberSecuritiesUK supplied documents for internal use only and not to share them outside of your organisation.

You must notify us in the event you change/modify any devices/items in scope to ensure they remain protected.

As part of our monthly reporting we may advise you to undertake certain actions e.g reboot a computer on a more regular basis etc, it is your responsibility any actions are carried out in a timely manner.

RESPONSE TIMES

We do not offer any form of guaranteed response times for any of our monthly subscription products; however, we endeavour to notify you within 8 working hours of any alerts between the hours of 9am to 5pm, Monday to Friday.

If notification is important, we recommend you ask us to configure one of your emails that can be CCd in on any alerts, this will allow you to manage any alerts internally in a timely manner.

REMEDIAL WORK/FORENSICS/CLEAN-UP

Any **rectification/investigation activities fall outside the scope** of your monthly service and will be chargeable.

OFFICE 365 SECURITY PACK

This service includes the following features: -

- **Adhoc - External email headers** (where an email has come from an external recipient)
- **Adhoc - Phishing warning** (where the senders' address is similar/identical to yours but the email has originated externally)
- **Hourly - * Admin Monitoring** – Has a new admin been added to your Office365 account? Would you know? You need to or they can bring your business down.
- **Hourly - Location Monitoring** – Has your account been accessed from a suspicious location? Would you know? You need to act quickly before any damage can be done.
- *** Auditing Enabling** – Do you want to be able to check back in your systems if something happens? Who did it? Who accessed this last? Where did it go? Well you can with this. Automatically turned on for all new starters and cannot be deactivated by anyone unless you give us the order.
- **Monthly Compliance – The Security Report** – Are you an accredited industry? You need to demonstrate you have your finger on the pulse of exactly what is happening and can show it in a report about your systems. You can do this at the click of a button with this easily run detailed app.
- *** - Features only enabled where all mailboxes are included**

We will have enabled alerts to generate a ticket on our support platform (within working hours), and we will endeavour to contact you in a timely manner – target response is within 8 working hours, however no guarantees can be given. Furthermore, any rectification work will be chargeable at our standard hourly rates (see below)

On the 1st (or the nearest working day) we will generate a security report for you to review, if you wish for us to make any changes relating to this report or any other request these will be chargeable based on time/effort starting at £25 per request.

Your monthly fee will also include basic product administration of up to 10 support tickets per calendar month – which must be logged via help@cybersecurities.uk. If you log more than 10 tickets within the calendar month you agree to pay a fee of £25 per request which will be generated on /around the 1st of the following month, this invoice will be collected via direct debit within 7 days of receipt.

This product may be enabled on an individual mailbox basis or for all mailboxes, refer to Schedule 2 to confirm the scope.

Subscriptions are annual based on a monthly payment plan.

MONTHLY SECURITY PACK

This service includes the following features: -

- **Managed Antivirus and reporting – standard monthly report**
- **Managed OS Patching and reporting – standard monthly report**
 - Cyber Essentials Upgrade available to increase to every 14 days
- **Managed Third Party Patching and reporting (covers about 150 common apps, depending on the apps installed you may need to manually upgrade to remain compliant)**
 - Cyber Essentials Upgrade available to increase to every 14 days
- **Cyber Essentials Computer Policy** E.g. Enable Firewall/ UAC prompt etc

On the first week of each month we will send you a monthly security report with any recommendations on activities you need to perform (e.g. ensure computers are rebooted in a timely manner etc). It is your responsibility to ensure any such actions are performed).

Your monthly fee will also include basic product administration of up to 5 requests tickets per calendar month – which must be logged via help@cybersecurities.uk. If you log more than 5 tickets within the calendar month you agree to pay a fee of £25 per request which will be generated on /around the 1st of the following month, this invoice will be collected via direct debit within 7 days of receipt.

If you are on the Cyber Essentials Monthly Security Pack – we review your patching every 14 days, typically in week 2 or 3 of that month, this is to ensure your end of month report is as compliant as possible.

Subscriptions are annual based on a monthly payment plan.

ADVANCED EMAIL FILTERING AND LINK PROTECTION

This service includes the following features: -

- **Enterprise grade email security** – stay safe from ransomware, phishing and spoofing
- **Link Protection which includes**
 - We check 6 URL reputation databases on each click for real time link checks and validation. Your clicks are in safe hands.
 - Realtime phishing protection
 - Blocks malicious websites - Protect your users against phishing mistakes by prompting them with a warning if they are going to an unsafe website.
- **Spam Filtering**
 - Includes commercial anti-spam and multi-tiered anti-virus filtering, with customizable rules updated hourly
 - Includes email storage for 30 days. And, if your server fails our servers will accept all the mail for your entire domain automatically.
 - Cut junk mail even more with advanced quarantine. Unlimited users. Instant protection. No additional configuration

Priced per email domain e.g. @cybersecurities.uk for unlimited users, setup fees start at £300 and there is a single fee per year for the service for unlimited mailboxes. We allow both monthly payment plans (10% of the single price) and single annual payments.

Note we use a third-party platform to provide this service. and this product doesn't include any advice/consultancy – refer to the Standard Rate card for indicative pricing.

INTERNAL/EXTERNAL VULNERABILITY SCANNING

This service includes the following features: -

- **Internal Vulnerability Scanning includes cloud agents that scan computers every 4 hours, event when away from the office.**
 - Install anywhere with minimal impact, stay updated in real time
 - Cloud Agents work where it's not possible or practical to do network scanning.
 - Cloud Agents run a full configuration assessment of their host in the background and upload the collected data to the our Cloud Platform for analysis.
 - Continuously monitor assets for the latest Operating System, Application, and Certificate vulnerabilities
 - Track missing critical patches on each device in real time
 - No credential management or complex firewall profiles needed—only requires outbound encrypted communications over a single port to the Qualys Cloud Platform
- **External scanning is included to cover office-based firewalls/websites and other internet connected devices**
- **Automated Monthly Reporting, upgrades to weekly available**

This product is based on one of the market leaders and can be used in conjunction with either our Monthly Security Pack or your current patching policy. This product is installed in advance of a clients Cyber Essentials Plus assessment.

External scanning can be used to ensure your website/firewall is well secured – Note this service is not a replacement for a full and comprehensive manual penetration test.

Pricing is based on the number of computers and external IP addresses.

Monthly reports are generated which are automatically send to either your IT partner or staff member which they can then use to ensure compliance with Cyber Essentials/Cyber Essentials Plus and also PCI-DSS (additional fees are required if you require formal PCI-DSS compliance).

In relation to external scans, you will need to ensure you have formal authority from any hosting/ISP providers in advance, it is your responsibility to ensure you have legal authority for us to conduct these tests on your behalf.

Note we use a third-party platform to provide this service, and this product doesn't include any advice/consultancy – refer to the Standard Rate card for indicative pricing.

STANDARD RATE CARD

Each Service is priced separately, however the following are standard prices for work that falls outside the scope of the monthly subscription:-

- Product re-install due to computer change etc £25 per device
- Per request ticket – per 15 mins effort £25 per ticket

Professional Services Rates for Consultancy/larger tasks

- IT-Rework £70 per hour / £500 per day
- Cyber Consultancy/Report Review etc £100 per hour/ £700 per day

THE SIGNING PART

In the presence of the following witnesses, both the parties listed below agree on behalf of their respective Companies, Employees, Contractors and Agents to abide by all the Items outlined in this Agreement.

Signed by the Provider (US)

Full Name RORY BREEN

Title MANAGING DIRECTOR

Signature

Date

Signed by the Customer (You)

Full Name

Title

Signature

Date

SCHEDULE 1– PROVIDED SERVICES

- If the provided services include
 - **IT Support**, refer to sections 3.2, 4.2 and 5.4 for specific clauses
 - **Data Backup Services**, refer to section 3,3 and 6.10 for specific clauses

- Schedule 1 Reviewed and agreed by the Customer

SCHEDULE 2– SCOPE (IF APPROPRIATE)

- Schedule 2 Reviewed and agreed by the Customer

SCHEDULE 3— FEES

- Schedule 3 Reviewed and agreed by the Customer
- If required to pay via direct debit please complete the electronic mandate via this link <https://xero.gocardless.com/pay/co/GEN5014587453>

SCHEDULE 4 – GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Equipment”	means the equipment as set out in appropriate schedule in Schedule 2.
“Fees”	means the fees payable by the Customer to the Provider in consideration of Schedules 1,2 and 3
“Software”	means the computer software operating on the Equipment in relation to which the Provider is to provide the Support Services as detailed in Schedule 2; and
“Support Services”	means the services to be provided by the Service Provider to the Customer as fully described in Schedule 1 and 2 – if appropriate
“Managed Service Agreement”	means the accompanying document (unless included in this agreement) detailing further specifics in relation to the provision of the IT Support service
“Data Backup Agreement”	means the accompanying document (unless included in this agreement) detailing further specifics in relation to the provision of the Data Backup Services
“Cyber Services Agreement”	means the accompanying document (unless included in this agreement) detailing further specifics in relation to the provision of the Cyber Services
“Provider”	means Breen IT Solutions LTD trading as CyberSecuritiesUK or BespokeIT

2. Provider's Obligations

All Services

- 2.1 The Provider shall use reasonable endeavours to provide the Services in accordance with Schedule 1 in all material respects, with effect from the Commence Date as specified in the overview section above.
- 2.2 The Provider shall provide the Services with reasonable skill and care.
- 2.3 The Provider shall use reasonable endeavours to meet deadlines agreed from time to time with the Customer, but any such dates shall be estimates only. Time for performance shall not be of the essence of this Agreement.
- 2.4 The Provider shall use reasonable endeavours to act in accordance with all reasonable instructions given to it by the Customer provided such instructions are compatible with the scope of the Services as set out in Schedule 1.
- 2.5 The Provider shall use reasonable endeavours to adhere to response times as set out in the accompanying agreement and subject always to these Terms and Conditions.
- 2.6 The Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Support Services.
- 2.7 The Provider shall use reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Customer, subject to the Customer's acceptance of any reasonable changes to the Fees that may be due as a result of such changes.

3. Customer's Obligations

- 3.1 The Customer shall –
- 3.2 For **IT Support Services Only**
 - 3.2.1 Allow the Provider access to the Equipment and all relevant Software as reasonably required by the Provider in the course of providing the Support Services;
 - 3.2.2 Provide adequate working space and facilities for the Provider, its agents, subcontractors, consultants and employees as reasonably required by the Provider; and
 - 3.2.3 Co-operate with the Provider upon the Provider's reasonable request in the diagnosis of any defect or malfunction in the Equipment or Software.
 - 3.2.4 Allow the Provider the use of any Equipment that is reasonably necessary to enable the Provider to provide the Support Services.
 - 3.2.5 The Customer shall make freely available to the Provider:
 - 3.2.5.1 any and all documentation associated with the Software;
 - 3.2.5.2 any and all documentation associated with the Equipment;
 - 3.2.5.3 original Software installation media;

3.2.5.4 current data backups.

3.3 For **Data Backup Services Only** the following terms also apply: -

- 3.3.1 The Customer shall obtain and maintain any and all necessary licences and consents necessary with respect to the Software and the Equipment.
- 3.3.2 The Customer shall use reasonable endeavours to ensure that data backups are created regularly and in such a manner as to minimise any potential data loss.

All Services

- 3.4 The Customer shall use reasonable endeavours to provide all pertinent information to the Provider that is necessary for the Provider's provision of the Support Services and shall use reasonable endeavours to ensure the accuracy and completeness of such information.
- 3.5 The Customer may, from time to time, issue reasonable instructions to the Provider in relation to their Services. Any such instructions must be compatible with the scope of the Support Services as set out in Schedule 1.
- 3.6 In the event that the Provider requires the decision, approval, consent or any other form of authorisation or communication from the Customer in order to continue providing the Services (or any part thereof), the Customer shall use reasonable endeavours to provide the same in a reasonable and timely manner.
- 3.7 The Customer shall use reasonable endeavours to inform the Provider of all health and safety rules and regulations that apply at its premises.
- 3.8 The Customer shall obtain and maintain any and all necessary licences and consents necessary with respect to the Software and the Equipment.
- 3.9 The Customer shall use reasonable endeavours to ensure that data backups are created regularly and in such a manner as to minimise any potential data loss.
- 3.10 The Customer agrees that the provider shall use Personal Data to fulfil their contractual agreements. Additionally, the provider acts as both a data controller and data processor in this regard.

4. Fees and Payment

- 4.1 In consideration of the Services, the Customer shall pay the Fees to the Provider in accordance with the provisions of the appropriate agreement
- 4.2 For **IT Support Only** the following terms also apply: -
- 4.2.1 All payments for Services provided under this Agreement shall be paid by the Customer monthly in advance without any set-off – unless the payment terms in agreement differ, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

All Services

- 4.3 Where payments due are not included in the monthly payment in accordance with Clause 4.2 above then such payments shall be made by the Customer within 14 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 4.4 The time of payment shall be of the essence. If the Customer fails to make any payment on the due date, then the Provider shall have the right to charge the Customer interest on any sum outstanding compounded at the rate of 4% above the base rate of the Bank of England from the due date for payment, both before and after any judgement, until the date on which the payment is received and such outstanding sums and interest shall compound monthly until paid in full.
- 4.5 Payments shall be made by direct debit, or BACS only.
- 4.6 The Provider shall have the right to suspend any or all Services until payment of the overdue sum (together with any interest due) is made in full. The Customer agrees to indemnify the Provider against any costs incurred by the Customer due to loss of service.
- 4.7 The Customer shall pay the Provider for any additional services provided by the Provider that are not specified in the Agreement in accordance with the Provider's hourly rate in effect at the time of the performance or such other rate as may be agreed. Any such charge for additional services shall be invoiced separately from any Fees due under the Agreement.
- 4.8 If payment is not received within 14 days of this point the matter may be passed onto an external debt collector agency. Any additional charges incurred will be payable by the customer in addition to the original debt.

- 4.9 For **subscription/payment plan based services** the following terms also apply: -
- 4.9.1 All payments must be made via direct debit and you will receive an invoice for the month's bill on/around the 20th of the prior month with a due date 10 days later, this is typically collected around 4 business days prior to the invoice becoming due.
 - 4.9.2 If a direct debit is returned unpaid, we will notify you as it's usually just a case that card or bank details have been altered. However, if after a fair notification period (typically 10 working days) we have not heard from you and the direct debit is not picked up we will end all services. Furthermore, any outstanding amounts will become immediately payable.
 - 4.9.3 You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.
 - 4.9.4 Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

5. Termination

All Services

- 5.1 The Customer may terminate this Agreement following 30 days' notice in writing to the Provider, assuming the minimum contract term has been met – or as referred to in the agreement. If the minimum contract has not been met, the Customer may ask the provider for a settlement fee.
- 5.2 For Subscription based services, the contract will auto-renew upon the anniversary date, however the client can cancel the agreement with a minimum of 30 days notice prior to this date
- 5.3 The Provider may terminate this agreement if the customer
 - 5.3.1 has not paid any sum within 14 days of notice from the Provider that the payment is overdue; The customer will be notified and given a further 7 days grace period to pay any and all outstanding fees. The customer agrees to indemnify the provider against any subsequent loss of service due to late payment.
 - 5.3.2 in breach of any of its obligations hereunder;
 - 5.3.2.1 has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative

- receiver or receiver appointed over all or a substantial part of its undertaking or assets;
- 5.3.2.2 has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986;
 - 5.3.2.3 ceases or threatens to cease to carry on business; or
 - 5.3.2.4 any circumstances whatsoever beyond the reasonable control of the Provider necessitate and justify the Termination of the Services.
- 5.4 In the event of Termination under clause 5.2 the Provider shall retain any sums already paid to by the Customer without prejudice to any other rights may have whether at law or otherwise.
- 5.5 For subscription based services on a monthly payment plan, the Customer will be issued a final settlement invoice equal to all outstanding payments.
- 5.6 For **IT Support Services Only** the following terms also apply: -
- 5.6.1 The Customer also agrees to pay the Provider for time and materials related to off-boarding to another IT Provider, this will be charged at the Providers standard hourly rates.

6. Liability

All Services

- 6.1 The Customer shall indemnify the Provider against all damages, costs, claims and expenses suffered by the Provider arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees.
- 6.2 Where the Customer consists of two or more persons, such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 6.3 The Provider shall not be liable to the Customer or be deemed to be in breach by reason of any delay in performing, or any failure to perform, any of the Provider's obligations if the delay or failure was due to any cause beyond the Provider's reasonable control.
- 6.4 The Provider shall not be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss suffered by the Customer in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from the Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.
- 6.5 The Customer acknowledges and accepts that the Provider cannot guarantee 100% monitoring of its devices.
- 6.6 The total liability of the Provider – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to one month's invoice value, available by the Client.
- 6.7 Where the Provider enters into an agreement with a third party to supply services to the Customer or where the Customer engages a third party to provide services to the Customer such third parties warrant that they have all necessary professional indemnity insurance cover with respect to the work undertaken by such third parties. Such third parties shall provide proof of their professional indemnity insurance when so asked to by the Provider and/or Customer.
- 6.8 Nothing in these Terms and Conditions or the Agreement shall limit or exclude the Provider's liability for death or personal injury or any other liability which cannot be excluded by law.
- 6.9 The provider cannot take responsibility for any cyber-attacks that occur where where any of our tools have been implemented. Our services are designed to reduce the chance of successful cyber-attack and assist customers to review their security posture, not eliminate cyber attacks completely.

6.10 For **Data Backup Services Only** the following terms also apply: -

6.10.1 The Customer acknowledges and accepts that the Provider shall not be liable for:

6.10.1.1 Any failure by the Provider to restore any back-up systems;

6.10.1.2 Any virus or other malware suffered by the Customer.

6.10.1.3 Loss of system recovery media by the Customer.

6.10.2 The Customer agrees to pay the provider for recovery of all systems based on approval from a member of their staff, for clarity approval doesn't require the business owner to agree (as time may be of the essence), it is the Customers responsibility to ensure the customers employee has the appropriate authorisation.

6.10.3 If the provider feels the Customer may not make the payment, they may decide to suspend all recovery efforts and insist upon immediate payment. The customer agrees to indemnify the provider in this instance.

7. Costs

All Services

7.1 Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

7.2 Furthermore, the customer agrees to indemnify the provider for any losses relating to late payment where the provider has cancelled or paused services.

8. Relationship of the Parties

All Services

8.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

9. Variation and Amendments

All Services

- 9.1 These general terms and conditions apply unless a variation is specifically mentioned in the appropriate customer's agreement e.g "Cyber Services agreements"
- 9.2 If the Customer wishes to vary any details of the services in the associated Agreement, it must notify the Provider in writing as soon as is reasonably possible. The Provider shall use all reasonable endeavours to make any required changes and any additional costs thereby incurred shall be separately invoiced to the Customer.
- 9.3 If, due to circumstances beyond the Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer forthwith. The Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original arrangements as is reasonably possible in the circumstances.

10. Confidentiality

All Services

- 10.1 In this Agreement “Party” means either The Provider or the Customer, who will be known collectively as “the Parties”.
- 10.2 The Parties wish to protect any confidential information disclosed to the other Party in the course of any business or potential business dealings.
- 10.3 In this Agreement “Confidential Information” means all disclosed commercial, financial, technical or other information of either Party or their clients, whether disclosed to the other Party verbally, in writing or in any other form, including (without limitation) data, drawings, films, documents and computer readable media, product information, new product plans, pricing information, customer lists and other customer information, software (in source or object code), analyses, compilations, and studies (including Confidential Information released prior to the execution of this document).
- 10.4 The Parties hereby agree that:-
- 10.4.1 They will keep confidential such Confidential Information as is made available to them, or which comes to their knowledge, from any source whatsoever arising out of the arrangements between them, and they will not copy, reproduce, use or distribute such information other than in accordance with this Agreement.
- 10.4.2 They will not disclose the Confidential Information to any third party or any of the Parties’ employees other than those who require access to the information in order to carry out the business or potential business dealings.
- 10.4.3 Where information is disclosed to any third party in accordance with the terms of this Agreement, the disclosing Party is responsible for ensuring that the third party has entered into an equivalent Agreement to ensure confidentiality.
- 10.4.4 They will take all reasonable steps to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons. They also agree to adhere to the BespokeIT Security Policy
- 10.4.5 They will notify the other Party in writing of any misuse or misappropriation of Confidential Information that may come to their attention.
- 10.5 Upon the written request of either Party, the other Party will promptly return
- 10.5.1 all tangible items representing or containing Confidential Information as well
- 10.5.2 as copies and destroy or erase any Confidential Information recorded in any electro-magnetic memory device.
- 10.6 Nothing contained in this Agreement is to be interpreted as granting any rights, by licence or otherwise, to the Confidential Information disclosed pursuant to this Agreement.

- 10.7 In the event that either Party breaches the terms of this Agreement, the other Party will be fully indemnified and kept indemnified against all losses, costs, claims, expenses, damages and liabilities arising from that breach.
- 10.8 If damages are not a sufficient remedy for any breach of the above confidentiality provisions, the Parties can seek specific performance or injunctive relief as a remedy, in addition to any other remedies, for any breach or threatened breach thereof.
- 10.9 This Agreement does not apply: -
- 10.9.1 To information which at the time of disclosure is in or which subsequently comes into the public domain other than as a result of a breach of this Agreement; nor
 - 10.9.2 To the extent that information is required to be disclosed by mandatory rule of law or by the regulations of any relevant regulatory body.
- 10.10 This Agreement is to be governed by and construed in accordance with English law and exclusive jurisdiction is to be vested in the Courts of England.

11. Sub-Contracting and Assignment

All Services

- 11.1 The Provider may sub-contract to third parties all or any part of the work to be performed hereunder.
- 11.2 The Customer shall not assign to a third party any or all of its rights or obligations under these Terms and Conditions without the prior written consent of the Provider.

12. Force Majeure

All Services

- 12.1 Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. Waiver

All Services

- 13.1 No waiver by the Provider of any breach of these Terms and Conditions and/or the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions and/or clause(s) of et Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.
- 13.2 No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

14. Severance

All Services

- 14.1 If any provision of these Terms and Conditions and/or clause(s) of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and/or the Agreement and the remainder of the provision and/or clause in question shall not be affected thereby.

15. Notices

All Services

- 15.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 15.2 Notices shall be deemed to have been duly given:
- 15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 15.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 15.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 15.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
 - 15.2.5 in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 15.3 Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

16. Non-Solicitation

All Services

- 16.1 The Customer shall not for the term of the Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the Provider at any time in relation to the Agreement without the express written consent of the Provider
- 16.2 The Customer shall not for the term of the Agreement and for a period of 12 months after its termination or expiry, solicit or entice away from the Provider any customer or client where any such solicitation or enticement would cause damage to the business of the Provider without the express written consent of the Provider.

17. Third Party Rights

All Services

No part of these Terms and Conditions is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and/or the Agreement.

18. Law and Jurisdiction

All Services

18.1 This Agreement shall be governed by and construed under the laws of England and Wales whose courts shall have exclusive jurisdiction.

18.2 These terms may be updated at any time and the latest version will be available www.cybersecurities.uk/generaltermsandconditions.pdf

Terms Reviewed and agreed by the Customer (Enter YES)

