



Managed Service Agreement

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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/BespokeIT*



OVERVIEW

We love simplicity – so in short;

You

located at

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.

Commencement Date

Commitment Term

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.

TERMINATION

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.

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.

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

ESCALATION

While We strive to provide You with the best possible support at all levels, We leave an open communication channel right up to “the big boss” for You in the event You ever need to Escalate an issue further.

If you ever need to escalate a Service Request or Issue, You agree to use the following escalation order to ensure quickest possible resolution time.

Company Director

Name: *Rory Breen*

Email: *rbreen@cybersecurities.uk*

Phone: *0151 701 0011*

Please note that these Escalation Points are not to be used for lodging Service Requests.

All Service Requests must be lodged through the normal methods as outlined in our General Terms and Conditions.

If You lodge a Service Request through one of these Escalation Channels, this will be treated as an “Emergency Upgrade” Service Request and will be charged at the “Emergency Upgrade” rate found

in the accompanying document “The IT Support Rate Schedule” which can also be found at <https://cybersecurities.uk/rc.pdf>

OUR RESPONSIBILITIES

OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the response time to an incident exceeds the times set out in **Appendix A** and provided that you reported the incident to Us via the methods as set out in Our General Terms and Conditions, You may consider escalation without incurring any fees.

If the support request is lodged outside Our Business Hours, Our Response Time Guarantee does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an “Emergency Upgrade”. Please note, this will likely attract fees at x1 for managed customers, and x2 for non-managed.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

WHAT'S COVERED

As part of this Agreement, We endeavour to include all of the day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all of the items we will cover under this Agreement in **Appendix C**.

It's important to note that anything not included in **Appendix C** is **explicitly excluded** from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however we will do this at our sole discretion.

SCHEDULED SITE VISITS

As part of this Agreement, We may perform either Weekly/Monthly or Quarterly Onsite Visits as indicated in the Proposal.

These visits are typically a minimum of 2 hours in length and will be attended by one of our Team.

We will send your Primary IT Contact a reminder email 7 Business Days before every Onsite Visit so You and Your team can have any requests

We will select the recurring day and time with You during the Onboarding process.

You agree to give us at least 7 Business Days notice if you need to re-schedule or amend an upcoming Visit. If You don't give us at least 7 Business Days notice, that monthly or quarterly site visit allowance will still be counted as used.

REPORTING (Optional)

Each month optionally, we may email Your Primary IT Contact a list of any Service Requests that we currently have in Our system that are currently waiting on input from You. This is to help figure out what Service Requests may be on hold whilst We are waiting on more information from someone on Your team.

Each month optionally, we will email an Executive Summary report to Your Primary IT Contact with metrics from the previous months use of our services.

We may modify the metrics We use in this report from time to time as We continually improve how we report to Our clients.

QUARTERLY BUSINESS REVIEWS (Optional)

As part of this Agreement – every quarter We will provide to You to a Quarterly Business Review Session. Think of this session as meeting with your Virtual IT Manager.

In this session, we run through items such as, but limited to, the following:

- Last Quarters Metrics
- Your Plans for the next Quarter
- Refresh Cycle Update / Minimum Standards
- Technology Budget Update
- Technology Update
- Anything else you need to raise / discuss related to your IT

You agree to allocate 2 hours to each of these sessions to ensure that We can provide our Service to You at the world class levels that We strive for.

You agree to give us at least 5 Business Days notice if you need to re-schedule or amend an upcoming Quarterly Business Review. If You don't give us at least 7 Business Days notice, that quarters Business Review will still be counted as used.

YOUR RESPONSIBILITIES

MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place in order for Us to meet Our Service obligations, these can be found here

www.bespokeit.co.uk/minimumstandards.html . We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date We will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all of the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, We will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

LODGING OF SERVICE REQUESTS

The process for lodging Service Requests is outlined in Our General Terms and Conditions as referenced in the General Section of this Agreement.

Critical and High Priority Service Requests must be lodged via phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these .

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorised to lodge Service Requests, as all requests received by Us will be chargeable and/ or allocated against this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, We may in Our absolute discretion charge You for any extra time incurred.

PRIMARY IT CONTACTS

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat as the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening Your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process and You agree to update Us if and when these Contacts change during the Term of this Agreement.

THIRD PARTY AUTHORISATIONS

In order to be able to assist You quickly in times of need, You need to make sure We are authorized to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.

If We are not Authorized for a particular Vendor, We may in Our absolute discretion, charge You extra for any Time it takes us to obtain authorization for Us to deal with that Vendor on Your behalf when needed.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

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 2– SCOPE (IF APPROPRIATE)

SCHEDULE 3– FEES

Refer to the accompanying document “The IT Support Rate Schedule” for a list of our standard fees

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 The Provider may terminate this agreement if the customer
 - 5.2.1 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.
 - 5.2.2 in breach of any of its obligations hereunder;
 - 5.2.2.1 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;
 - 5.2.2.2 has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986;

- 5.2.2.3 ceases or threatens to cease to carry on business; or
- 5.2.2.4 any circumstances whatsoever beyond the reasonable control of the Provider necessitate and justify the Termination of the Services.
- 5.3 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.
- 5.4 For **IT Support Services Only** the following terms also apply: -
 - 5.4.1 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 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 The following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party').
- 10.2 Subject to sub-Clause 10.3, the Receiving Party:
- 10.2.1.1 may not use any Confidential Information for any purpose other than the performance of his obligations under these Terms and Conditions;
 - 10.2.1.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and
 - 10.2.1.3 shall make every effort to prevent the use or disclosure of the Confidential Information.
- 10.3 The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information that:
- 10.3.1.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party;
 - 10.3.1.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 10.3.1.3 is required to be disclosed by any applicable law or regulation;
 - 10.3.1.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the other Party to these Terms and Conditions in respect of it and who imposes no obligations of confidence upon the Receiving Party.

- 10.4 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which he may be entitled.
- 10.5 The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Agreement for whatever reason.

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

APPENDIX A

GUARANTEED RESPONSE TIMES & PRIORITY LEVELS

The following table shows the Guaranteed Response times for each priority level and provides priority level examples.

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
 Critical	Your Main Server is offline and all users are unable to work.	1 Hour
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
 High	Your Internet Connection is offline, users can still work locally	2 Hours
	Your CEO's computer has stopped working	
	Your main Accounting Software has stopped working	
 Medium	A user's desktop won't turn on so they can't work	4 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
 Low	Printing is slower than normal	8 Hours
	A single user is unable to scan	
	A user needs a program installed on their PC	
 No Priority	Pro-Active maintenance of systems	N/A
	Add / Edit / Delete User Requests	
	New Computer or Software Installation	

APPENDIX B

RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- Additions, moves or changes to users, devices, configurations or network
- Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- Issues lodged outside Our Business Hours
- Items caused by Hardware or Software not meeting our Minimum Standards
- Service Requests related to Software not on our Approved Software List (see Appendix D)
- Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- Service Requests for issues related to user initiated Virus and Malware Infections
- Service Requests for Issues involving the sourcing of hardware/software
- Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

APPENDIX C

AGREEMENT INCLUSION LIST

- If you are on a break-fix contract, your cover only includes faults, not changes/updates etc – all other tasks are chargeable
- The following list applies to comprehensive/block of time customers only

DESCRIPTION	FREQUENCY	INCLUDED
Consulting		
Onsite Quarterly Business Review (QBR) – Optional Refer to Proposal.	Quarterly	YES
End-User Office365 Training Program - Optional Refer to Proposal.	24x7x365 Via Portal	YES
Desktop, Laptops and Servers		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues ⁽³⁾	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing ⁽³⁾	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3 rd Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip)	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES

Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
Backups and Disaster Recovery		
Monitor Server and Computer Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Server and Computer Backup Failures ⁽¹⁾	As Needed	YES
Monitor Office365 Backups (Optional – refer to Proposal) ⁽¹⁾	24x7x365	YES
Troubleshoot Office365 Backup Failures ⁽¹⁾	As Needed	YES
Manual Test Restore & Report of All Approved Backups - (Optional – refer to Proposal) ⁽⁴⁾	Monthly	YES
Printers		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
Troubleshoot Printer Hardware Issues ⁽³⁾	As Needed	YES
Warranty Claim Processing ⁽³⁾		
Network		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES
Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment (Optional – refer to Proposal)	Monthly	YES
Monitor Network Switches Operations & Availability (Optional – refer to Proposal)	24x7x365	YES
Monitor WiFi Access Points Operations & Availability (Optional – refer to Proposal)	24x7x365	YES
Monitor Router Operations & Availability (Optional – refer to Proposal)	24x7x365	YES
Monitor Firewall Operations & Availability (Optional – refer to Proposal)	24x7x365	YES
Warranty Claim Processing ⁽³⁾		
Domain Names		
Add / Edit / Delete MX Records	As Needed	YES

Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
Mobile Phones & Tablets		
Configure Outlook or Mail App ⁽²⁾	As Needed	YES
Configure Skype for Business App ⁽²⁾	As Needed	YES
Configure OneDrive for Business App ⁽²⁾	As Needed	YES
Configure Teams for Business App ⁽²⁾	As Needed	YES

Office365		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Install & Connect OneDrive Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Skype for Business Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Teams Desktop Client ⁽²⁾	As Needed	YES

(1) Only applies to when using the Backup Platforms in our Recommended Technology Platform.

(2) This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

(3) As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell and install.

(4) This is based on purchasing our premium backup product.

As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

APPENDIX D

APPROVED SOFTWARE LIST

- Microsoft Software – *Microsoft Office Suite*
- Google *Chrome*
- Adobe Applications – *Reader, Air, Shockwave*
- Java Runtime Environment
- PDF Creater
- 7 Zip
- FileZilla
- Sophos Anti-Virus
- StorageCraft – *ShadowProtect, ImageManager*

APPENDIX E

DEFINITIONS AND INTERPRETATIONS

“Agreement” means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal;

“Plan Fee” means a quote provided to You by Us;

“Proposal” means a Quote or Proposal provided to You by Us;

“Rate Schedule” means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion; -

“Recommended Technology Platform” is the list of Software and Hardware found at www.cybersecurities.uk/ms

“Response Time” Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

“Services” means the provision of any services by Us including Work, advice and recommendations;

“Service Request” means any request for work that either you ask us to perform or we perform proactively on your behalf;

“Software” includes software and any installation, update, associated software and any services provided in connection with any of these things;

APPENDIX F

LETTER TO VENDORS FOR AUTHORISATION

Copy and paste this text on to your letterhead and then modify to suit each vendor that We will need to work with while We support You.

To Whom It May Concern,

This letter is to inform you that we have contracted *<Insert Your Company Name Here>* to manage our IT and Technology needs.

To be able to do this effectively, *<Insert Your Company Name Here>* needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorises anyone from the team at *<Insert Your Company Name Here>* to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorisation is valid until we give you written notice otherwise.

Should you require any further details, please let us know.

Regards,

<Clients Name>

<Title>