



## TERMS AND CONDITIONS AND SCHEDULE

Cyber-Security Services

*Public*

## SECURITY SERVICES AGREEMENT

**BETWEEN** **Aztech IT Solutions Ltd** at Libra House, Sunrise Parkway, Linford Wood Business Park, Milton Keynes MK14 6PH (“Supplier”)

**AND** The client as stated in the service order form (“Customer”)

### BACKGROUND

- A. The Supplier provides cyber-security services and related additional services.
- B. The Supplier and the Customer have agreed that the Supplier will provide cyber-security services to the Customer, in accordance with the terms and conditions of this agreement.

This Agreement includes:

- This page including the execution provisions;
- The Schedule – which includes Supplier and Customer information, pricing, term, order of precedence and other details;
- The Appendix to the Schedule – which includes service details; and
- The terms and conditions.

All capitalized words used in this Agreement have the meaning given to them in clause 21 of the terms and conditions.

# SCHEDULE

## 1. Security Services

Refer to the Appendix (attached) for details and conditions.

## 2. Pricing and payment

Setup Work / Professional Services (details in section 1 of Appendix)	Setup and professional services are as stated in the service order form. Professional Services will be delivered on terms that include (without limitation) the Professional Services terms and conditions.
Cyber-Security Services (details in section 5 of Appendix)	Pricing for Cyber-security services are set out in the service order form.
Payment	Monthly charges: Monthly in advance  Setup work and Additional Services: On completion or Monthly in arrears  Payment terms 30 days net date of invoice
Price increases	Pricing may be increased by the Supplier on six weeks' notice in writing to the Customer, with no more than one increase in a 12 month period and with any increase to be not more than 5%

### 3. Term

Commencement Date	Date of signing by both parties as stated on the approved quote or service order form.
Term	<p>The Agreement has a fixed term as follows:</p> <p>Initial Term 12 Months unless otherwise stated in the service order form.</p> <p>Renewal Terms 12 Months</p> <p>Unless earlier terminated under clause 12 of the terms and conditions, on expiration of the Initial Term or any subsequent Renewal Term, this Agreement will automatically renew for the Renewal Term unless either party notifies the other party at least four weeks prior to expiration of the Initial Term or Renewal Term (as applicable) that it does not wish the Agreement to renew in which case the Agreement will terminate on expiration of the Initial Term or then current Renewal Term as applicable.</p> <p>Refer clause 12 of the attached terms and conditions.</p>

### 4. Order of precedence

Order of precedence:	<p>If there is any inconsistency between the parts of this Agreement, the following order of precedence applies to the extent of that inconsistency (listed high to low priority):</p> <ul style="list-style-type: none"><li>(a) terms and conditions;</li><li>(b) the Appendix; and</li><li>(c) the Schedule.</li></ul>
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## APPENDIX SECURITY SERVICES

### 1 Third Party Security Products

MSP Software is used by Supplier in the performance of the Cyber Security Services, and the use and provision of such MSP Software shall be governed by this Section

The supplier can update third party products inline with the requirements of the service or in responding to new emerging threats.

Third Party Security Product (Product type and product name)
Mimecast Email Protection
SentinelOne EDR
Cisco Umbrella
SIEM Tools AI Next Gen SIEM
Bitdefender / Microsoft Defender
Sonicwall / Fortinet / Palo Alto UTM
Microsoft Azure Sentinel
Microsoft InTune

The Supplier takes no responsibility for the proper functioning of the Third Party Security Product. Supplier reserves the right to:

(a) modify or replace (including hardware or software) any part of the Supplier's System, its network, system configurations or routing configuration;

(b) modify or replace (including hardware or software) any Supplier Equipment used to deliver any Service, provided that such changes have no material adverse impact on the core features and functionality of the Cyber Security Services. If such changes will have a material adverse effect, Supplier shall propose a change in accordance with the Change Control Procedure.

### 2. Customer's systems and related data

Customer's network, applications and devices and related data covered by the Security Services are detailed in the service order form or final scope of works.

Changes and additions to the Customer's network, applications and devices are not covered by this Agreement unless expressly agreed in writing by the Supplier (and additional charges may apply which will be notified to the Customer).

### 3. Application of this Agreement

The Customer acknowledges that the Cyber-Security Services provided by the Customer under this Agreement only apply for:

- (a) the Third Party Security Products specified in section 2 above; and
- (b) the network, devices and related data specified in section 3 above (subject to any change agreed by the Supplier as described in section 3).

### 4. Security Services

The Supplier provides the following Security Services under this Agreement. Services purchased by the customer will be set out in the accepted quote or service order form.

Security Services	Security Services Description
<b>Penetration testing</b>	A network penetration test is the process of identifying security vulnerabilities in applications and systems by intentionally using various malicious techniques to evaluate the network's security, or lack of, responses.
<b>Intrusion detection</b> (Response and subsequent work is an Additional Service)	monitors traffic moving on networks and through systems to search for suspicious activity and known threats, sending up alerts when it finds such items
<b>MDR – Managed Detection and Response</b>	advanced managed security service that provides threat intelligence, threat hunting, security monitoring, incident analysis, and incident response
<b>Managed SIEM</b>	Managed SIEM (Managed SIEM) service provides security monitoring for Customer's Security Information and Event Management (SIEM) Serviced Devices located on Customer's premises or hosted by a third party. Serviced Devices may include a virtual device, virtual appliance, software application, or system that are certified by Verizon to receive Managed SIEM service. Security monitoring includes security incident handling and escalation, SIEM content management, and service management and reporting.
<b>Cloud Security Monitoring</b>	Detection and protection of data stored online via cloud computing platforms from theft, leakage, and deletion.
<b>Managed CSOC</b>	Cybersecurity experts who monitor, respond and remediate, cyber-attacks for your on-prem and cloud environment, devices, logs, and network.
<b>Dark Web Monitoring</b>	Dark web monitoring is the process of searching for and keeping track of personal information found on a portion of the internet not accessible via normal means
<b>Advanced Email Protection</b>	Cloud-based email filtering service that helps protect your organization against spam and malware and includes features to safeguard your organization from messaging-policy violations
<b>Vulnerability scanning</b>	the examination of computer networks to identify security weaknesses that can leave organisations exposed to cyber threats

Out of scope: The following are out of scope for this Agreement (and will not be provided as an Additional Service):

Unless expressly stated in the Order Form, the following are out of scope under the Cyber Security Services:

- (a) any other services not covered in the Agreement;
- (b) training in use of any upgrades, updates or new releases to the MSP Software; and
- (c) any legal advice, expert testimony or litigation support services of any kind or any services involving the collection of physical evidence, chain of custody collection of evidence for criminal or civil litigation purposes, or for admission in court, or providing evidence lockers or 'chain of custody' collection of evidence

## **5. Customer responsibilities**

6.1 The Customer must:

- (a) ensure that all components of its network, applications and devices identified in section 3 above (and any changes agreed by the Supplier in writing to be covered under this Agreement) are kept up to date and that vendor's updates and new releases are adopted, or in the case of hardware components are under warranty, unless otherwise agreed in writing by the Supplier;
- (b) comply with all reasonable recommendations from the Supplier to update components of its network, applications and devices;

The Customer acknowledges that:

- (a) recovering from a security incident is or may be complex and time-consuming and is dependent on factors which are outside of the control of the Supplier (including successful functioning of the Third Party Security Product);
- (b) while the Supplier will use its best endeavors on any recovery work, where this is required the Supplier gives no guarantee that the recovery will be successful or complete;
- (c) where any ransom is demanded in relation to a ransomware attack, it is the Customer's responsibility to meet that demand and the Supplier has no obligation to and will not meet that ransom demand.
- (d) Whilst the supplier will do everything it can to protect the customer against cyber-attacks it can not guarantee a breach will not occur.

## 6. Security Incidents

A Security Incident will be raised by the Supplier if any of the following occur in respect of the Customer's systems and related data specified in section 3 above, in which case the Service Levels in section 9 apply once the Supplier becomes aware of the situation:

Security Incident logging procedure	Should the customer need to log a security incident with the security team , they can do so by phone, email or va the client portal.
Telephone request hours	24/7/365
Authorized Contacts	Only authorised contacts have access to log security incidents



## 11. Cause of security incidents

The Supplier is not responsible for security incidents however caused, including without limitation where the incident is due to any of the following:

- (a) failure or improper functioning of the Third Party Security Product;
- (b) any unauthorized access to the Third Party Security Product;
- (c) any unauthorized access to the Customer's network, systems, devices, applications, services or data (inclusion but not limited to the systems, devices and related data identified in section 3 above);
- (d) a Force Majeure Event.

## 12. Third party services

The Customer acknowledges that the Supplier utilizes or may utilize the services of the Third Party Vendor or associated third parties (and the Customer consents to the Supplier doing so for the purposes of this Agreement), which may include for example the distributor from which the Third Party Security Product was procured, in the provision of the Security Services and any Additional Services described in this Appendix. The Supplier will have no liability to the Customer whether direct, indirect or otherwise in respect of the acts or omissions of the Third Party Vendor or any such associated third party.

### SECURITY SERVICES AGREEMENT TERMS AND CONDITIONS

#### 1 Scope of Agreement

- 1.1 The Supplier will carry out the Set up Work (if any) and provide the Security Services and Additional Services to the Customer in accordance with this Agreement.

#### 2 Term

- 2.1 This Agreement commences on the Commencement Date.
- 2.2 This Agreement remains effective until it expires, or until it is terminated by either party under clause 12.

### **3 Setup**

3.1 The Supplier will undertake the Setup Work (if any) on the following basis:

- (a) the Customer must meet its obligations in relation to Setup Work as described in part 1 of the Appendix;
- (b) the Customer acknowledges that the Setup Work has been determined based in part on information provided to the Supplier by the Customer. Where that information is incomplete or inaccurate, or where the Customer's requirements otherwise change before or during the course of the Setup Work, the Supplier will notify the Customer of any resulting changes to the Setup Work and may charge for the additional work at its standard hourly rates.

### **4 Pricing and payment**

- 4.1 Part 5 of the Schedule specifies the basis of the Supplier's pricing for Setup Work (if any), the Security Services and Additional Services and the Supplier will invoice the Customer accordingly. Where any work is undertaken on a time and materials basis, the Supplier's standard rates apply. All amounts specified in part 5 the Appendix are exclusive of any taxes unless expressly specified otherwise.
- 4.2 Unless otherwise specified, all invoices issued by the Supplier are due for payment by the Customer on the 20th of the month following the date of the invoice.
- 4.3 Subject to clause 4.4, the Customer will pay all invoices issued by the Supplier to the Customer under this Agreement in full, without setoff, counterclaim or deduction of any kind, on or before the due date.
- 4.4 If the Customer wishes to dispute an invoice, it must notify the Supplier in writing within 10 days of the date of the invoice and provide details of the dispute. The Customer may withhold payment of the disputed part of an invoice only and must pay that part (or any amount subsequently agreed or determined to be the correct amount owing) promptly on resolution of the dispute.
- 4.5 Without the Supplier waiving any other right or remedy it may have, if any amount due is not paid by the Customer by the due date, the Supplier may:
- (a) charge the Customer interest calculated at 1.5% per month on the balance of the amount due by the Customer from the due date until payment is received in full by the Supplier; and/or
  - (b) charge the Customer all collection costs reasonably incurred by the Supplier in collection of the amount outstanding (including solicitor and/or collection agency fees); and/or
  - (c) suspend delivery of the Security Services until the outstanding amount is paid in full. The Supplier will give 7 Working Days' notice in writing of its intention to suspend delivery under this clause.

## 5 Taxes

- 5.1 In addition to the amounts due under clause 4, the Customer will pay the Supplier amounts equal to any applicable government taxes or duties however designated, based on this Agreement (or the services provided under it), paid or payable by the Supplier in respect of the foregoing, exclusive however of taxes based on the Supplier's income.

## 6 Data

- 6.1 Subject to clause 6.2, the Supplier will access the Data only in the course of providing the services to the Customer under this Agreement.
- 6.2 The Supplier will only access the Data and disclose the Data to law enforcement or government authorities to the extent required by law. If a request for Data is made by a law enforcement agency or government authority, the Supplier will redirect the request to the Customer or if redirection is not permitted or feasible in the available time frame and unless legally prohibited from doing so, the Supplier will notify the Customer of the request as soon as practically possible.
- 6.3 The Customer will, as and to the extent required by law, notify individual users that their data may be disclosed to law enforcement or other government authorities (if a request is made by law enforcement or other government authorities). It is the Customer's responsibility to obtain consent from individual users to the potential for disclosure under this clause.
- 6.4 In the event of any Personal Data Breach, the Supplier will comply with its obligations, including notification obligations, (if any), under applicable Data Protection Laws. Guidance Note: If you are not familiar with the data breach notification obligations (if any) in your jurisdiction, ITagree recommends that you obtain legal advice on this.
- 6.5 Nothing in this Agreement transfers ownership of the Data to the Supplier.

## 7 Customer's obligations

- 7.1 The Customer will:
- (a) meet the Customer obligations described in the Appendix in a timely manner (and in accordance with any timeframes which the Customer has agreed to) and provide all assistance and including reasonably required by the Supplier;
  - (b) provide the Supplier with such access to the systems and devices identified in section 3 of the Appendix, and any other Customer systems, as reasonably required by the Supplier.

## 8 Personnel

- 8.1 The Supplier's personnel involved in provision of the services under this Agreement will have the requisite skills and expertise for the purpose and will carry out their duties with due care and skill.

## 9 Confidential Information

9.1 Each party agrees to:

- (a) hold in confidence all Confidential Information disclosed to it by the other party including, but without limitation, information which:
  - i. comes into its possession as a result of, or in the performance of this Agreement; or
  - ii. is confidential and clearly so identified; or
  - iii. involves business plans or financial and personnel affairs, and
- (b) ensure that all Confidential Information is:
  - i. used only for the purposes of this Agreement; and
  - ii. protected at all times from unauthorised access or use by, or disclosure to, any third party or misuse, damage or destruction by any person.

## 10 Intellectual property

10.1 The Supplier or its licensors (including third party service suppliers) own the Intellectual Property in the means, methods, processes and know-how that the Supplier uses to provide the Security Services. Nothing in this Agreement operates to transfer ownership of any of the Supplier's (or its licensors' or third parties') Intellectual Property to the Customer.

10.2 The Customer confirms that it has and will maintain at its cost all requisite rights, licenses and authority to the systems, devices and Data as may be required to engage the Supplier to provide services under this Agreement.

## 11 Warranty by the Supplier

11.1 The Supplier warrants that all services provided under this Agreement will be provided with due care and skill by people that have the requisite skills, expertise and competency.

11.2 With the exception of the warranty given under clause 11.1, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## 12 Termination

12.1 Either party may terminate this Agreement immediately (or with effect from any later date that it may nominate) by written notice to the other party if one or more Insolvency Events occurs in relation to that other party. For the purposes of this clause, 'Insolvency Event' means, in respect of a party (other than for the purpose of solvent reconstruction or amalgamation):

- (a) a receiver, manager or liquidator is appointed over the party's undertaking or assets or the party enters into any assignment, composition or arrangement with its creditors; or
- (b) the party is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or suspends payment to its creditors.

- 12.2 Without limiting any other rights of termination that a party may have, either party may terminate this Agreement on written notice to the other party if the other party:
- (a) commits a material breach of any of its obligations under this Agreement; and
  - (b) fails to remedy that breach within 30 days of prior written notice of such breach.

### **13 Consequences of termination**

- 13.1 Subject to clause 13.2, on termination of this Agreement by either party for any reason, the Customer will pay for the remainder of the Initial Term or then current Renewal Term (as applicable) and will pay for all Setup Work and Additional Services provided to the date of termination.
- 13.2 On termination of this Agreement by the Customer under clause 12.2, the Customer will pay for the Backup Service and any Additional Services provided to the date of termination and will pay for all Setup Work and Additional Services provided to the date of termination.
- 13.3 The Supplier will issue invoices to the Customer for all amounts specified in clauses 13.1 and 13.2 for which no invoice has yet been issued and all invoices will be due on the 20th of the month following the date of invoice. Invoices issued prior to the date of termination will remain due in accordance with the terms of the invoice.

### **14 Liability**

- 14.1 The limitation of liability in this clause 14 does not apply to claims by the Customer for bodily injury or damage to real property or tangible personal property for which the Supplier is legally liable.
- 14.2 The Supplier's liability under this Agreement is limited to direct loss only, to the amount paid by the Customer in the 12 month period preceding the event giving rise to the claim.
- 14.3 In no event is the Supplier liable for any indirect loss or for any loss of profits, lost savings, lost revenue, loss of data, business interruption, incidental or special damages, or for any consequential loss.

### **15 Dispute Resolution**

- 15.1 In the event of any dispute arising between the parties in relation to this Agreement, no party may commence any proceedings relating to the dispute (except where the party seeks urgent interlocutory relief) unless that party has complied with the procedures in this clause 15.
- 15.2 The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within fourteen days of receipt of the notice, give written notice to the first party naming its representative for the negotiations ("Other Party's Notice"). Each nominated representative will have authority to settle or resolve the dispute. The parties will cooperate with each other and endeavour to resolve the dispute through discussion and negotiation.
- 15.3 If the dispute is not resolved within one month following the date of the Other Party's Notice (or such longer period as may be agreed upon in writing by the parties), either party may utilise any other legal remedies available to it in seeking to resolve the dispute.

## 16 Non-Solicitation

16.1 Neither party will, without the written consent of the other party, solicit, employ, or otherwise engage the services of, the other party's personnel (including employees and contractors). This clause will apply during the term of this Agreement and for six months after termination of this Agreement.

16.2 A party may as a condition of granting its consent under clause 16.1 above, require the other party to pay to it a fee of 25% of the person's gross annual remuneration to cover the cost of replacing the employee or contractor.

## 17 Notices

17.1 Any notice or other communication in connection with this Agreement must be:

- (a) marked for the attention of the person specified in Parts 1 and 2 of the Schedule or any replacement person notified in writing by the relevant party; and
- (b) left at the address or sent by prepaid post or email to the address of the relevant party specified in Parts 1 and 2 of the Schedule or any replacement address notified by that party.

17.2 Notices or other communications are deemed received:

- (a) if delivered by hand, on delivery;
- (b) if delivered by post:
  - i. on the third Working Day following posting if sent and received locally (not internationally); and
  - ii. on the tenth day following posting if posted internationally;
- (c) if sent by email, on sending the email provided that no email is successfully sent if the sender receives any type of delivery notification failure.

## 18 Force majeure

18.1 Either party may suspend its obligations to perform under this Agreement if it is unable to perform as a direct result of a Force Majeure Event. Any such suspension of performance must be limited to the period during which the Force Majeure Event continues.

18.2 Where a party's obligations have been suspended pursuant to clause 18.1 for a period of 30 days or more, the other party may immediately terminate this Agreement by giving notice in writing to the other party.

## 19 General

19.1 Assignment. Neither the Customer nor the Supplier may assign its rights under this Agreement without the prior written consent of the other party.

19.2 Contractors. The Supplier may perform its obligations under this Agreement by the use of the Supplier-selected independent contractors.

19.3 Survival. All clauses of this Agreement, which by their nature survive the termination of this Agreement will do so.

19.4 Entire agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

- 19.5 Further assurances. The parties must each do all such further acts (and sign any documents), as may be necessary or desirable for effecting the transactions contemplated by this Agreement.
- 19.6 Amendments. Except as specifically provided, no amendment to this Agreement will be effective unless it is in writing and signed by both parties.
- 19.7 Waiver. No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it. A waiver on one occasion shall not be construed as a waiver of any right on any future occasion.
- 19.8 Partial invalidity. If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such terms and conditions shall be deemed not to be a part of this Agreement.

## 20 **Governing Law**

- 20.1 This Agreement is governed by the laws of the UK. The parties hereby submit to the non-exclusive jurisdiction of the courts of the UK.

## 21 **Interpretation and definitions**

- 21.1 In this Agreement, the following terms will, unless the context requires otherwise, have the following meanings:

**“Additional Services”** means the services described in section 7 of the Appendix;

**“Agreement”** means this Security Services Agreement and includes the Schedule, the Appendix, and these terms and conditions;

**“Appendix”** means the appendix to the Schedule;

**“Security Services”** means Security Services supplied by the Supplier as described in the section 5 of the Appendix, and excludes the Third Party Backup Product and excludes the Setup Work and the Additional Services;

**“Commencement Date”** means the date specified in part 6 of the Schedule;

**“Confidential Information”** means any information disclosed in confidence to one party by the other party, whether of a business, financial, technical or non-technical nature or otherwise and whether existing in hard copy form, electronically or otherwise but does not include any information which is:

- (a) on receipt by the recipient party, in the public domain or which subsequently enters the public domain without any breach of this Agreement;
- (b) on receipt by the recipient party, already known by that party (otherwise than as a result of disclosure by the other party);
- (c) at any time after the date of receipt by the recipient party, received in good faith by the recipient party from a third party;
- (d) required by law to be disclosed by the recipient party;

**“Data”** means the Customer’s data identified in section 3 of the Appendix;

**“Data Protection Laws”** means any and all laws relating to Personal Data (including data security, protection, privacy or the processing of Personal Data), and includes any statutory modification or re-enactment of such laws for the time being in force;

**“Force Majeure Event”** means any war, riot, third party strike, pandemic, civil emergency, natural disaster or other circumstance of a similar nature, or any telecommunications or internet failure, or any other event that is outside of the control of the affected party;

**“Intellectual Property”** means copyright, patents, designs, trademarks, trade names, goodwill rights, rights in designs, moral rights, database rights, trade secrets, confidential information and any other intellectual proprietary right or form of intellectual property, in all cases whether or not registered or able to be registered in any country, and including the right to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world from time to time;

**“Personal Data”** means any information relating to an identified or identifiable natural person, or any equivalent definition in relevant data protection or privacy laws in force at the relevant time;

**“Personal Data Breach”** means unauthorised access to, unauthorised disclosure of, or loss of, Personal Data (being Personal Data that is Processed by the Supplier under this Agreement), or any equivalent definition in relevant data protection or privacy laws;

**“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and ‘Process’ and ‘Processed’ has/have a corresponding meaning, or any equivalent definition in relevant data protection or privacy laws;

**“Schedule”** means the schedule beginning after the execution provisions of this Agreement;

**“Service Levels”** (where applicable) means the service levels in the Appendix;

**“Setup Work”** (where applicable) means the setup work described in part 1 of the Appendix;

**“Third Party Security Product”** means the third party security product(s) identified in the Appendix, which is/are supplied under a separate agreement between the parties or otherwise procured by the Customer;

**“Third Party Vendor”** means the vendor(s) of the Third Party Security Product(s);

**“Working Day”** means a day other than a Saturday, Sunday or public holiday in the UK

## 21.2 Interpretation

- (a) In this Agreement, reference to the plural includes reference to the singular, and vice versa.
- (b) Headings inserted in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.