



Logically Secure G-Cloud 13– Terms and Conditions

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1.1 Parties

You or the organization you represent (hereinafter “the Licensee”) and Logically Secure Ltd a company incorporated in England and Wales under registration no: 05967368 having its registered office at Normandy House, 307-309 High St, Cheltenham, England, GL50 3HW (hereinafter “the Licensor”).

1.2 Agreement Definitions

Except to the extent expressly provided otherwise, in this Agreement:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the Suppliers hours of 09:00 to 17:00 GMT/BST on a Business Day, excluding UK public holidays unless otherwise stated;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Buyer Confidential Information" means:

(a) any information disclosed by or on behalf of the Buyer to the Supplier [during the Term] OR [at any time before the termination of this Agreement] (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i) was marked or described as "confidential"; or

(ii) should have been reasonably understood by the Supplier to be confidential; and

(b) the Buyer Data;

"Buyer Data" means all data, works and materials: uploaded to or stored on the Platform by the Buyer; transmitted by the Platform at the instigation of the Buyer; supplied by the Buyer to the Supplier for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Buyer;

"Buyer Personal Data" means Personal Data that is processed by the Supplier on behalf of the Buyer in relation to this Agreement and shall include *[identify personal data categories]*;

"Documentation" means the documentation for the Hosted Services produced by the Supplier and delivered or made available by the Supplier

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures,

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industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means *CyberCPR Cloud Software and Cloud Services* which will be made available by the Supplier to the Buyer as a service via the internet. These may include one or more of the following service elements:

CyberCPR (Tier 1 Incident Analysts)

CyberCPR (Tier 2 Incident Contributor - Support and Reporting)

CyberCPR (Discreet Operating System Hosting Solution)

CyberCPR (Co-host Solution)

CyberCPR (Cloud Services)

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform;

"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"Platform" means the CyberCPR Cloud Software platform managed by the Supplier and used by the Supplier to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Services" means any services that the Supplier provides to the Buyer, or has an obligation to provide to the Buyer, under the G-Cloud 11 Call Off Contract;

"Set-Up Services" means the configuration, implementation and integration of the Hosted Services in accordance with the Onboarding programme specified in the G-Cloud 9 Call Off Contract.

"Support Hours" means the Suppliers hours of 08:00 to 19:00 GMT/BST on a Business Day, unless otherwise stated; excluding UK public holidays;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in the CyberCPR Cloud Software but shall not include the provision of training services;

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1

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1.3 THIS AGREEMENT IS BETWEEN

You or the organization you represent (hereinafter “the Licensee”) and Logically Secure Ltd a company incorporated in England and Wales under registration no: 05967368 having its registered office at Tramshed Tech, Pendyris Street, Cardiff, United Kingdom, CF11 6BH (hereinafter “the Licensor”).

1.4 Governed Software and Services

This agreement governs the use of CyberCPR Enterprise incident response applications (hereinafter “the Software”). Software and services relates to the provision of:

- CyberCPR deployed on-premise;
- CyberCPR deployed as a public cloud solution; and
- Advice provided pursuant to the deployment of the software.

1.5 Acceptance

Agreement to these Terms of Use is deemed by actual use of the system.

1.6 Costs

Costs and permission tiers are as agreed by a Purchase Order issued by the Licensee or by an order executed using the CyberCPR purchasing portal and verified by Logically Secure Ltd. Alternatively, and order can be placed with a sales staff member via a Purchase Order.

1.7 Period

The CyberCPR Enterprise license will run for an initial period of 12 months, and thereafter on a annual basis until cancelled by the user.

CyberCPR Pro licenses can be purchased for an annual contract or as agreed via a sales member of staff.

1.8 Payments and License Term

This agreement is for a fixed fee over the length of the PERIOD.

1.9 Licensee Conditions

The Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software outside of the person/organization they represent.

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The Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, or reverse engineer, the Software.

The Licensee must not take any action to infringe the intellectual property rights of the Licensor, or reproduce any aspect of written manuals or guides to any other third parties without permission.

Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee, or from the Licensee to the Licensor.

The Licensee must immediately cease to use the Software upon the termination of the paid license term.

1.10 Warranties

The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not infringe or constitute a misappropriation of the intellectual property or other rights of any Person.

The Licensee acknowledges that:

- The Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs or is entirely secure.
- The Licensor expressly disclaims all warranties of any other kind.
- Use of uploaded or downloaded material is entirely at the discretion of the Licensee who will be solely responsible for any damage to systems, or devices accessing or used by such uploads or downloads.

1.11 Liability

The User agrees that Logically Secure Ltd, or its representatives, in no event, be liable for any direct or consequential loss including:

- Any loss of profits or anticipated savings.
- Any loss of revenue or income.
- Any loss of use or production.
- Any loss of business, contracts or opportunities.
- Any loss or corruption of any data, database or software.
- Any special, indirect or consequential loss or damage.

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1.12 Termination of Service

Logically Secure reserve the right to terminate the agreement at any time for reasons such as:

- License payments are not made in accordance with the Pricing Policy or agreed other arrangements.
- It is suspected that the system is being used for illegal or unauthorized activity.
- It is suspected that false contact details have been provided.
- It is suspected that the license holder's registration details are not deemed to be accurate and true.
- It is suspected that the system is being reverse engineered, decompiled or de-obfuscated.
- It is suspected that a counterfeit version, or direct copy is being produced.

1.13 Licensee and Administrator Responsibilities

Where Administrator accounts have been assigned you will be solely responsible for the accurate administration, authentication, and access control of the system CLIENTS, ANALYSTS AND CONTRIBUTORS and for monitoring system health and backup and restore processes.

It is the ADMINISTRATOR and Licensees' responsibility to ensure that all users of the System are adequately trained and work within the terms and conditions of this agreement.

Logically Secure agree to respond to requests for training which will be conducted via issue of instruction manuals, video call or on site. While remote introductory training is inclusive charges for training are at the discretion of the Licensor and to be notified and agreed in advance with the Licensee.

Should it be necessary for Logically Secure personnel to undertake Administration responsibilities (e.g. for troubleshooting purposes) you agree not to hold Logically Secure Ltd or its employees or suppliers liable for the consequences of any action taken in good faith.

1.14 New Functionality Notification

Logically Secure may from time to time request feedback regarding system performance and new functionality requirements, and will issue notification regarding new functionality and features. If you do not wish to receive this information you may opt-out by notifying us by email.

1.15 Privacy Policy

Any personal or commercial information provided to Logically Secure will be kept private and confidential.

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Logically Secure do not have access to passwords other than those first issued to enable the system. You are responsible for maintaining username and password and two-factor identification code security processes. Logically Secure are not responsible if these credentials are lost.

Should suspicion of malfunction occur you are to inform Logically Secure as soon as possible by email.

Logically Secure are not responsible for any loss or damage caused by unauthorized access.

1.16 General

This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

1.17 Set Up Services

1.17.1 The Supplier shall use all reasonable endeavours to ensure that the Set-Up Services are provided in accordance with the agreed Onboarding plan.

1.17.2 The Supplier will not be liable to the Buyer in respect of any failure to meet the Onboarding plan to the extent that that failure arises out of a delay in the Buyer performing its obligations under this Agreement.

1.17.3 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that shall be the exclusive property of the Supplier.

1.18 Hosted Services

1.18.1 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Supplier to the Buyer under Clause 4.2 is subject to the following prohibitions:

- (a) the Hosted Services may only be used by the permissioned holders of a CyberCPR licence;
- (b) a user account may only be used by a single human being;
- (c) the Buyer must not sub-license its right to access and use the Hosted Services;
- (d) the Buyer must not permit any unauthorised person to access or use the Hosted Services;
- (e) the Buyer must not make any alteration to the Platform, except as permitted by the Documentation.

1.18.2 The Buyer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services.

1.18.3 The Buyer must not use hosted services that in any way causes or may cause damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services that

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- (a) is unlawful, illegal, fraudulent or harmful
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity

1.18.4 For the avoidance of doubt, the Buyer has no right to access or attempt to reverse engineers the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term

1.19 Buyer Data

1.19.1 The Buyer hereby grants to the Supplier a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Buyer Data to the extent reasonably required **and only** for the performance of the Supplier's obligations and the exercise of the Supplier's rights under this Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service Suppliers to the extent reasonably required for the performance of the Supplier's obligations and the exercise of the Supplier's rights under this Agreement.

1.19.2 The Buyer warrants to the Supplier that the Buyer Data when used by the Supplier in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

1.19.3 The Supplier shall create a back-up copy of the Buyer Data daily, shall ensure that each such copy is sufficient to enable the Supplier to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

1.19.4 Within the period of 1 Business Day following receipt of a written request from the Buyer, the Supplier shall use all reasonable endeavours to restore to the Platform the Buyer Data stored in any back-up copy created and stored by the Supplier. The Buyer acknowledges that this process will overwrite the Buyer Data stored on the Platform prior to the restoration.

1.19.5 Where the service includes Cyber Essentials or Cyber Essentials Plus, there will be a requirement to share some details with the 3rd Party IASME that manage the scheme and the portal where the certification assessment occurs.

1.20 Hosting of Offensive Content

1.6.1 The Buyer will advise the Supplier if they intend to conduct investigations that will necessitate the uploading of offensive or child pornographic material.

1.6.2 The Supplier will require the buyer to utilize a separate discreet hosting option.

1.6.3 The Supplier may level additional charges to cover additional data handling processes and consumed media costs.

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1.21 Acknowledgements and Warranty Limitations

1.7.1 The Buyer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Supplier gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

1.7.2 The Buyer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Supplier gives no warranty or representation that the Hosted Services will be entirely secure.

1.7.3 The Buyer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Supplier does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

1.7.4 The Buyer acknowledges that the Supplier will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Supplier does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Buyer will not give rise to any legal liability on the part of the Buyer or any other person.