



CUSTOMER NAME
MASTER SERVICE AGREEMENT
MANAGED SECURITY SERVICES AND CYBER
SECURITY CONTRACT
BY NETTITUDE LTD

INSERT DATE

THIS AGREEMENT is dated: [INSERT DATE]. From here on, this will be referred to as the Effective Date.

PARTIES

- (1) **NETTITUDE LTD** Incorporated and registered in England and Wales with company number 04705154 whose registered office is at 1, Trinity Park, Bickenhill Lane, Birmingham, England, B37 7ES (“**Nettitude**” or “**Supplier**”); and
- (2) **CUSTOMER XX** Incorporated and registered in England and Wales with company number XXXXXXXX whose registered office is at **CUSTOMER REGISTERED ADDRESS** (“**Customer**”).

BACKGROUND

- (A) Nettitude will provide Managed Security Services and/or additional cyber security services to meet the Customer’s requirements for Security Monitoring and Response on their Operating Environment
- (B) The Customer wishes to contract with Nettitude to provide the services in connection with Customer’s business operations.
- (C) Nettitude has agreed to provide, and the Customer has agreed to receive and pay for the Managed Security Services and any additional cyber security services (together the “**Services**”) referred to in this agreement, both parties agree to be bound by the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its “**Representatives**”) to the other party and that party’s Representatives in connection with this Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Customer Data: any information that is provided by the Customer to Nettitude as part of the Customer’s use of the Services, including any information derived from such information.

Customer Responsibilities: the Customer’s responsibilities and obligations set out in **Clause 5 and Schedule 1** of this Agreement.

Customer Account Manager: the individual appointed in accordance with clause 5, or any other person that is appointed from time to time by the Customer, who will be Nettitude’s primary contact in relation to the Services and all other matters relating to this Agreement.

Deliverables: the project deliverables defined in any Schedule 1 Statement of Work.

Dispute Resolution Procedure: the procedure described in clause 18.

Effective Date: the date of this Agreement.

Fees: the fees payable to Nettitude, as described in Schedule 1.

Initial Term: the period of three (3) years.

Insolvency Event: in respect of any company, that such company has ceased to trade or has had a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or undertaking, or has become insolvent or gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), compounded with its creditors generally or has been otherwise unable to meet its debts as they fall due or has suffered any similar action in consequence of debt.

Intellectual Property Rights: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

Nettitude Account Manager: the individual appointed in accordance with clause 4, or any other person that is appointed from time to time by Nettitude, who will be the Customer's primary contact in relation to the Services and all other matters relating to this Agreement.

Nettitude Technology: works of authorship, information, methodologies, tools and any other intellectual property created prior to or independently of the performance of the Services, or created by Nettitude or its subcontractors as a tool for Nettitude's use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

Normal Working Hours: 9:00am (GMT) to 6:00pm (GMT) Monday to Friday.

Services: the services as more fully described in Schedule 1 Statement(s) of Work, to be provided by Nettitude to the Customer in accordance with this Agreement.

Service Offering: The level of service selected, as shown in Background, section (A) above.

- 1.2 Clause, schedule and paragraph headings are for convenience only and will not affect the interpretation of this Agreement. References to clauses and schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant schedule.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 Any phrase introduced by the words "including", "includes", "in particular" or "for example", or any similar phrase, will be construed as illustrative and will not limit the generality of the related general words.
- 1.5 In the event of a conflict, inconsistency or ambiguity between these front-end Agreement Terms and the Schedules, the following order of precedence shall apply:
 - a) Schedule 1;
 - b) Schedule 2; and

c) These Master Service Agreement Terms.

2. SERVICE PROVISION

- 2.1 Nettitude will provide the Services in accordance with Schedules 1 and 2 , as from the date of this Agreement until expiration or termination of this Agreement for any reason.
- 2.2 The Customer acknowledges and accepts that the provision of the Services depends on the Customer's Responsibilities (as set out in Clause 5, Schedule 1 and 2 of this Agreement) and Nettitude will not be liable for any failure to provide, or deficient performance of, such Services which is due a documented showing of the Customer's failure to fulfil the Customer's Responsibilities or the Customer Responsibilities.
- 2.3 The parties will work together in good faith to mutually agree the Service in accordance with the provisions of Schedule 1 and 2, recognising that there are dependencies upon both sides.
- 2.4 The parties must approve in writing any modification or enhancement of the Services.
- 2.5 **Nettitude reserves the right to:**
- (a) (a) modify Nettitude's System, its network, system configurations or routing configuration; or
 - (b) (b) modify or replace any Software in its network or in equipment used to deliver any Service over its network; provided in each case that the modification or replacement does not adversely affect the functionality, performance or availability of the Services.

3. UNDERSTANDING CONCERNING SERVICES

- 3.1 Work provided by Nettitude is based on and limited to information and parameters expressly stated by Nettitude and must be used with professional discretion. Change in time, place or circumstance may cause the Services to change. Nettitude's ability to provide effective Services to Customer is dependent on Customer or its designees in providing prompt, comprehensive and accurate data, for Nettitude's review and use.
- 3.2 Services do not eliminate risk of danger or damage. Customer will apply its own professional knowledge and expertise and is responsible for making decisions based on, and the proper use of, the Services. Nettitude relies on information obtained from or provided by Customer and identified in its report. Customer will determine the scope of Services.
- 3.3 Nettitude will not be responsible for use of Deliverables by Third Parties outside of what is contemplated in a particular SOW unless expressly agreed to in writing. Customer will not edit, alter or use any part of information or advice provided by Nettitude in a manner that distorts, alters, missuses or misrepresents the Services, advice or information.

4. NETTITUDE'S RESPONSIBILITIES

- 4.1 Nettitude will appoint a Nettitude Account Manager, who will be the Customer's primary contact in relation to the Agreement.

- 4.2 Nettitude warrants that the Services outlined in Schedule 1, or schedule 2 as applicable will be performed substantially and in all material respects in accordance with the terms and conditions of this Agreement.
- 4.3 If the Services do not conform with the Nettitude warranty in clause 6.2, Nettitude will, at its expense, use reasonable endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 4.4 The Nettitude warranty in clause 6.2 will not apply where there is a documented showing of any non-conformance is due to:
- (a) improper use of the Services by the Customer contrary to Nettitude's instructions;
 - (b) modification or enhancement of the Services by any person other than Nettitude or any third party authorized by Nettitude; or
 - (c) a failure by the Customer to provide any of the Customer Responsibilities.
- (a) Upon a documented showing of any of the non-conformance listed above, the Customer will reimburse Nettitude for any reasonable costs incurred by Nettitude and any other reasonable third party costs incurred in investigating and/or remedying any non-conformance caused by any of the matters set out in this clause 4.4 Nettitude's costs will be charged at its current day rate, as set out in within Schedule 1 or 2 Statement of Works. In the event that Customer disputes any documentation of non-conformance, the parties shall resolve the matter through a mutually agreed upon dispute resolution process.
- 4.5 This Agreement will not prevent Nettitude from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under this Agreement.

5. CUSTOMER'S RESPONSIBILITIES

The Customer will:

- (a) provide Nettitude with:
 - (i) Reasonable co-operation in relation to this Agreement.
 - (ii) Except as otherwise prohibited by law, all necessary access to such information as reasonably required by Nettitude,
in order to render the Services, including Customer Data, security access information and software interfaces, to the Customer's other business applications;
- (b) provide the Customer Responsibilities in a timely and efficient manner. In the event of any delays in the Customer's provision of such Customer Responsibilities that Nettitude can demonstrate are due to Customer's actions or omissions, Nettitude may adjust any timetable or delivery schedule agreed or set out in this Agreement, as reasonably necessary;
- (c) appoint a Customer Account Manager, who will facilitate access to individuals with the authority necessary to all Nettitude to perform the Services defined in any Schedule 1 and Schedule 2 Statement of Work;
- (d) provide such other personnel assistance as may be reasonably requested by Nettitude from time to time; and

- (e) comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, those set out in clause 17.

6. WARRANTIES

6.1 The Customer warrants that:

- (a) Except as otherwise prohibited by law, it will disclose all relevant and pertinent information including, but not limited to, giving access to Nettitude to the Customer's premises (if necessary) to enable Nettitude to carry out the Services. Nettitude shall also comply with any reasonable security and other instructions given by the Customer regarding access to the Customer's operating environment and the Customer's premises; and
- (b) should any of the information disclosed to Nettitude for the purposes set out in clause 6.1(a) above change, the Customer will update Nettitude accordingly as soon as it becomes aware of such change.
- (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Customer;
- (b) it has the authority to grant any rights to be granted to Nettitude under this Agreement, including the rights for Nettitude to (i) access and process the Customer Data and (ii) access the Customer's Operating Environment for the purposes of providing the Services and as otherwise required in connection with this Agreement;
- (c) it will comply with and use the Services in accordance with the terms of this Agreement and all applicable laws, and will not do any act that will infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws; and
- (d) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to Nettitude, any materials reasonably necessary for the fulfilment of all its obligations under this Agreement.

6.2 Nettitude warrants that:

- (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of Nettitude;
- (b) it will deliver the services with due care and attention; and
- (c) it will comply with all applicable laws in performing its obligations under this Agreement.

7. DATA PROTECTION AND CUSTOMER DATA

7.1 Both Nettitude and Customer warrant that they will comply with UK Data Protection Legislation when performing and receiving (respectively) Services under the Contract.

7.2 Nettitude will:

- (a) only process the Customer Data on behalf of the Customer and only for the purposes of providing the Services or otherwise in accordance with this Agreement; and

- (b) not otherwise modify, amend or alter the contents of the Customer Data or disclose or permit the disclosure of any of the Customer Data to any third party unless specifically authorised in writing by the Customer.

- 7.3 Nettitude will notify the Customer in writing as soon as possible, but no later than three (3) Business Days after discovery, of any loss or damage to the Customer Data. In the event of any loss or damage to Customer Data, and in the absence of a breach of contract or negligence by Nettitude, the Customer's sole and exclusive remedy will be for Nettitude to use reasonable endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data. Nettitude will not be responsible for any loss, destruction, alteration, or unauthorized disclosure of Customer Data caused by any third party (except those third parties subcontracted by Nettitude to perform services related to Customer Data maintenance and back-up or a third party who has caused a loss, destruction, alteration or unauthorized disclosure of Customer Data based on a directive from Nettitude).
- 7.4 The Customer and the Supplier acknowledge that for the purposes of the UK Data Protection Legislation, the Customer is the Data Controller, and the Supplier is the Data Processor (as such terms are defined in the UK Data Protection Legislation from time to time) in respect of any and all Personal Data processed by the Supplier under the Contract
- 7.5 The Customer accepts that the Supplier relies on the Customer for direction as to the extent to which the Supplier is entitled and/or required to Process the Personal Data and accepts that as data Controller it is responsible for ensuring that the Supplier has the requisite authority to access and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject (as defined in the UK Data Protection Legislation) arising from any act or omission by the Supplier, to the extent that such act or omission resulted from the Customer's instructions.
- 7.6 The Customer must ensure that no Sensitive Personal Data (as defined in the UK Data Protection Legislation) is included in the Personal Data. The Supplier will not be responsible for processing such Sensitive Personal Data and will not be held liable for any non-compliance with UK Data Protection Legislation in respect of it.
- 7.7 The Supplier shall process Customer Data only in accordance with the Customer's instructions from time to time and shall not process Customer Data for any purposes other than those expressly authorised by the Customer.

8. FEES AND PAYMENT

- 8.1 The Customer will pay the Fees for the Services as set forth in Schedule 1 or Schedule 2 for additional services.
- 8.2 The Customer will reimburse Nettitude for all actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by Nettitude in performance of the Services. Any requirements for travel related costs and expenses will be reviewed and agreed upon with Customer prior to incurring such expense.
- 8.3 All amounts and Fees stated or referred to in this Agreement are exclusive of applicable taxes, which will be added to Nettitude's invoice(s) at the appropriate rate.
- 8.4 Nettitude will invoice the Customer:

(c) in relation to the Services, as set out in Schedule 1 and Schedule 2.

8.5 Invoices will be payable no later than thirty (30) days following the date of invoice.

8.6 If the Customer fails to make any payment due to Nettitude under this Agreement by the due date for payment, then, without limiting Nettitude's remedies under clause 14 (Term and Termination), the Customer will pay interest on the overdue amount at the rate of the lesser of (a) twelve per cent (12%) per annum or (b) the maximum rate permitted by law. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount.

8.7 Without prejudice to Nettitude's rights under the schedules, provided that Nettitude provides the Customer with no less than thirty (30) days' prior written notice of its intention to do so, Nettitude shall be entitled to increase the relevant Charges on any day after expiry of the Initial Services Term (the "Increase Date"). If the Customer elects not to accept such increase, the Customer may terminate the relevant Order at the end of the Initial Services Term on no less than thirty (30) days' written notice

9. CHANGE CONTROL PROCEDURE

9.1 If either party wishes to change the scope of the Services (including Customer requests for additional services) ("Change"), it will submit details of the requested Change to the other in writing.

9.2 If either party requests a Change, Nettitude will, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the Change;
- (b) any variations to the Fees arising from the Change; and
- (c) any other impact of the Change on the terms of this Agreement.

9.3 If Nettitude requests a Change, the Customer or Nettitude will not unreasonably withhold or delay consent to it.

9.4 If the Customer wishes Nettitude to proceed with the Change, Nettitude has no obligation to do so unless and until the parties have agreed in writing the necessary variations to the Fees and any other relevant terms of this Agreement to take account of the Change.

10. SERVICE REVIEW AND GOVERNANCE

10.1 The Nettitude Account Manager and the Customer Account Manager should endeavour to meet at least quarterly, commencing from the Effective Date, or at such other intervals as mutually agreed between the parties, to monitor and review the Services, the performance of this Agreement and to discuss any changes proposed in accordance with clause 9 (Change Control Procedure).

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer acknowledges and agrees that, as between the parties, Nettitude and/or its licensors own all Intellectual Property Rights in all pre-existing materials connected with the Services.

- 11.2 All copyright and other intellectual property rights in any Nettitude Technology created, designed, or otherwise produced by Nettitude in connection with the Services will be and shall remain the exclusive property of Nettitude.
- 11.3 The Customer will own and retain all rights, title and interest in and to the Customer Data. Nettitude will have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.
- 11.4 The Customer will own and retain all rights, title and interest in any Deliverables defined in any Schedule 1 or Schedule 2 Statement(s) of Work.

12. CONFIDENTIALITY

- 12.1 Each party will keep the other party's Confidential Information confidential and will not:
 - (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement ("**Permitted Purpose**"); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 12.1.
- 12.2 The provisions of this clause will not apply to any Confidential Information that:
 - (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - (b) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (c) the parties agree in writing is not confidential or may be disclosed;
 - (d) is developed by or for the receiving party independently of the information disclosed by the disclosing party; or
 - (e) the receiving party is required to disclose pursuant to any law, regulation or court order, but the receiving party must promptly notify the disclosing party of any order or motion requiring it to produce Confidential Information, unless prohibited from doing so by law or competent authority.
- 12.3 Each party will take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of the terms of this Agreement.
- 12.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

- 12.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this Agreement.
- 12.6 The provisions of this clause 12 will continue to apply after termination of this agreement.
- 12.7 Upon a breach of any provisions set forth in this clause 12, a party may pursue all rights and remedies available under the law, regardless of any provision in this Agreement to the contrary.
- 1.2 Notwithstanding any of the above, Nettitude may retain a copy of all Confidential Information for evidentiary purposes.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 13.1 Nothing in this Agreement excludes or limits the liability for actual damages of either party for:
 - (a) death caused by such party's negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot lawfully be excluded or limited.
- 13.2 Nettitude shall indemnify and hold harmless Customer, from and against any direct liabilities, and claims, incurred by Customer arising directly from any claim made against Customer for actual infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Agreement and the provision of the services.
- 13.3 The Customer indemnifies Nettitude against all liabilities, costs (including legal costs), expenses, damages and all other losses suffered or incurred by Nettitude and arising out of or in connection with:
 - (a) The Customer's failure, that Nettitude can demonstrate was due to Customer's actions or caused by the Customer's actions or omissions, to adhere to or provide information contained within clause 5, Schedule 1 or Schedule 2 of this Agreement, Customer's Responsibilities; and
 - (b) use of the Services other than in accordance with the terms of this Agreement.
- 13.4 Neither party shall be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses.
- 13.5 Subject to clause 13.1, Nettitude's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, indemnity or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the annual Services fees paid by Customer.

14. TERM AND TERMINATION

- 14.1 This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this clause 14, shall continue in force for the Initial Term.
- 14.2 At the end of the Initial Term, this Agreement will automatically renew for successive periods of twelve months (each an "Extended Term") unless and until:

- (a) it is terminated by either party giving written notice to the other not less than 90 days prior to the end of the Initial Term or the Extended Term, to terminate this Agreement, such termination to be effective from the last day of the Initial Term or of the applicable Extended Term (as the case may be); or
- (b) it is otherwise terminated in accordance with the provisions of this clause 14.

14.3 Without prejudice to any rights that either party may have accrued under this Agreement or any of their respective remedies, obligations or liabilities, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (b) the other party becomes subject to an Insolvency Event;
- (c) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to an Insolvency Event;

14.4 Without affecting any other right or remedy available to it, Nettitude may terminate this Agreement and any of the services provided under Schedule 1 or 2 immediately on written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing by Nettitude to make such payment; Nettitude may terminate this Agreement with immediate effect if the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15. CONSEQUENCES OF TERMINATION

15.1 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement will remain in full force and effect.

15.2 On termination of this Agreement for any reason:

- (a) Nettitude will immediately cease provision of the Services;
- (b) each party will return within thirty (30) days and make no further use of any property including Customer Data and other Confidential Information and, where relevant, any underlying hardware, materials, documents and other items (and all copies of them) belonging to the other party.

15.3 Termination or expiration of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. FORCE MAJEURE

Nettitude will have no liability to the Customer under this Agreement if it is prevented from, or delayed in, performing any of its obligations under this Agreement to the extent that such delay or failure results from

events, circumstances or causes beyond its reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a **"Force Majeure Event"**). In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed as a result of the Force Majeure Event. If the Force Majeure event extends more than thirty (30) days, Customer may terminate the Agreement immediately.

17. ANTI-BRIBERY

- 17.1 Each of the parties will comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.
- 17.2 Breach of this clause 17 will be deemed a material breach under clause 14.3(a).

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises under this Agreement (**"Dispute"**) then before bringing any suit, action or proceeding in connection with such Dispute, a party must first give written notice of the Dispute to the other party describing the Dispute and requesting that it is resolved under this dispute resolution process (**"Dispute Notice"**).
- 18.2 If the parties are unable to resolve the Dispute within thirty (30) days of delivery of the Dispute Notice, then each party will promptly (but no later than five (5) Business Days thereafter):
 - (a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than each party's respective Account Managers (**"Designated Representative"**); and
 - (b) notify the other party in writing of the name and contact information of such Designated Representative.
- 18.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party will be honoured.
- 18.4 If the parties are unable to resolve the Dispute within thirty (30) days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.
- 18.5 Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

19. NOTICES

- 19.1 Any notice or other communication required to be given to a party under or in connection with this Agreement will be in writing and will be delivered by hand or sent by pre-paid first class post or other next working day delivery service at its registered office.

- 19.2 Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt or, if sent by fax, at 9:00am on the next Business Day after transmission, or otherwise at 9:00am on the second Business Day after posting.
- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" will not include e-mail.

20. GENERAL

- 20.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.
- 20.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement.
- 20.3 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 20.4 Each party acknowledges that in entering into this Agreement it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 20.5 No alteration to or variation of this Agreement will take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.
- 20.6 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may at any time assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all its obligations under the Contract to any third party or agent.
- 20.7 Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 20.8 No one other than a party to this Agreement, their successors and permitted assignees, will have any right to enforce any of its terms.
- 20.9 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

- 20.10 Service/Trade Names or Marks. The parties agree not to utilize the other party's service/trade names or service/trademarks without prior written consent of the other party.
- 20.11 Survivability. The following provisions of this Agreement shall survive termination of this Agreement: Status of the Parties, Confidentiality, Protection of Electronic Information, HIPAA/HITECH, Non-Solicitation/Conflicts of Interest, Rights in Work, Indemnity, Laws of England and Wales /Severability, Entire Agreement, Service/Trade Names or Marks, and Waiver.
- 20.12 Independent Contractors. Each party is and shall be construed an independent contractor, and no party shall be deemed to be the agent or partner of or joint venture with, any other party, nor to have any relationship as a result of this Agreement with the other party other than as independent contractors. No party shall be liable for the acts or omissions of another party. Each party is responsible for itself and its own employees with regard to employer's liability, workers' compensation, social security, unemployment insurance, occupational safety and health administration requirements, and all other applicable laws.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by the laws of England and Wales There parties hereby consent to the jurisdiction of the Court of England and Wales as the exclusive forum for litigating any dispute arising out of this agreement or its subject matter.

22. SIGNATURES

This Agreement has been entered into on the date stated at the beginning of it.

Signed by for and on behalf of NETTITUDE Limited	Print Name..... Title:
Signed by..... for and on behalf of COMPANY	Print Name..... Title:.....

1. RESOURCES

- 1.1 Following the signature of this Statement of Work, Nettitude will assign resources to commence the Implementation services and Business Intelligence Workshop

2. ANNUAL SUPPORT CHARGE

2.1 The Annual Support Charge for the Services defined in Schedule 1 will be as per the below table

2.2 The annual Support Charge (as detailed below) incorporates a 5% increase every year term, to reflect the prevailing rate of inflation calculated in accordance with the UK Retail Price Index (RPI) as published by the UK Office for National Statistics or its successor body. Where the inflation rate in exceptional years exceeds 5%, a further yearly increase will also automatically be applied to the Support Charges for the following term reflecting the difference between the 5% estimate and the real UK Office for National Statistics RPI .

2.3 Annual Support Charge table

Service Component	Year 1	Year 2 *to be adjusted in case of RPI above 5%	Year 3 *to be adjusted in case of RPI above 5%
Managed Detection & Response <ul style="list-style-type: none"> - SOC as a Service (Implementation, Onboarding, Technical Project Management and aligned service Delivery & reporting - Managed SIEM LogRhythm @xx MPS - Managed Sentinel XDR @ xx MPS or XX GB pd - Managed EDR/EPP @xx agents - Managed NDR @ xx endpoints - Managed Active Defence @xx endpoints 	£XXXX	£XXXX	£XXXX
Managed Incident Response <ul style="list-style-type: none"> - Bronze / Silver / Gold - 24/7 IR hotline 	£XXXX	£XXXX	£XXXX
Annual Support Charge	£XXXX	£XXXX	£XXXX

2.4 The Customer will be required to provide purchase orders for the support charges as follows

Purchase Order	Frequency
Year 1	On or before the Service Commencement Date
Subsequent Years	On or before each anniversary of the Agreement

2.5 Invoice Frequency will be Annually/Quarterly in advance

2.6 Nettitude reserves the right to review and amend the fees on an annual basis, if such review results in an increase in fees, Nettitude will provide written notice of such increase to the Customer no less than thirty (30) days before the increase is due to become effective. Any increase will require mutual agreement from both Nettitude and the Customer, and the Customer shall not unreasonably withhold consent to a proposed price increase. If the Customer does not notify Nettitude within the 30-day period as to whether any price increase is accepted or rejected, such a price increase shall be deemed as accepted. If the Customer notifies Nettitude that any price increase is not accepted and agreement cannot be always reached between the parties (acting reasonably) within a period of 10 days, the Customer has the right to terminate the agreement by giving 30 days written notice to Nettitude

- 2.7 All fees, charges, applicable taxes and amounts shall be paid by Customer no later than thirty (30) days from the date of invoice and shall be deemed overdue if they remain unpaid thereafter. Any amount payable by Customer which remains unpaid after the due date shall be subject to late penalty fees, from the due date until the amount is paid, of the lesser of (a) 12% per annum or (b) the maximum rate permitted by law.

3. VOLUME BASELINE

- 3.1 The Annual Support Charge has been established based on the forecasted volume of services provisioned and is based on the Volume Baseline of service components stated within the service tables at 6.2 ("Volume Baseline")
- 3.2 At the end of each three (3) month period, commencing on the Agreement Effective Date, the impact on the Annual Support Charge of any variation from the Volume Baseline referenced within the service table at 6.2 will be reviewed by Supplier and the Supplier will reconcile the actual volume of consumed services during that 3 month period against the forecast Volume Baseline.
- 3.3 Where any Service baselines have increased or are forecasted to remain increased on a sustained basis, the Change Control Procedure will be followed to establish a new Annual Support Charge.
- 3.4 Following agreement of the Change Control the Customer will supply Nettitude with a purchase order as soon as reasonably practicable. Upon receipt of the purchase order, Nettitude shall invoice the Customer for the full value of the uplifted requirement.

4. TERM AND TERMINATION

- 4.1 This Statement of Work shall commence on its Effective Date and shall remain in effect the earlier of the Completion Date of Services or until terminated in accordance with this Agreement.

5. SIGNATURE

This Statement of Work has been entered into on the date stated at the beginning of it.

Signed by for and on behalf of NETTITUDE LTD	Print Name..... Title:
Signed by..... for and on behalf of [Company]	Print Name..... Title:.....