

## **Terms and Conditions (April 2024)**

### **1. Services**

The scope of the Services ("Cloud Support Services") to be provided to the Customer by AMSA InfoSec Ltd ("the Supplier") will be agreed in writing between them prior to commencement of any Services.

If the Customer requires any additional Services or any change to the agreed Services, the Supplier will be entitled to an adjustment of the fees and an estimate of the additional fees which may be due will be provided to the Customer upon request.

### **2. Engagement**

If the commencement date for the Services is not agreed in advance, the Services will be treated as having commenced on the date the Supplier begins to carry out any of the Services.

The Services will continue until they are completed, unless the Engagement is terminated early in accordance with these Terms and Conditions.

### **3. Charges**

The Charges ("fees payable for the provision of the Services") payable for the Services will be as agreed in writing between the Customer and the Supplier. Unless otherwise specified, Charges will be payable by monthly invoice with payment being due 30 days after the invoice date.

Any expenses (i.e. travel to a location other than agreed in the Engagement) incurred by the Supplier whilst providing the Services to the Customer to be agreed in writing in advance of such expenses being incurred.

The Unit Price of the Supplier quoted to the Customer will, unless otherwise agreed, apply to any additional Services.

Charges are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Customer.

### **4. Customer Obligations**

The Customer will ensure that the Supplier is provided in good time with all information needed to enable the Supplier to perform the Services and ensure that the information can be relied upon.

The Customer will give all decisions and approvals in a timely manner and provide any additional assistance which the Supplier may reasonably request.

## **5. Supplier Obligations**

The Supplier will provide the Services with all reasonable care and skill, efficiently and in a lawful, proper and timely manner.

The Supplier will also use reasonable endeavours to adhere to the schedules agreed with the Customer for the provision of the Services, but will not be responsible for any delay which is due to reasons beyond the Supplier's control.

The Supplier will designate an individual to act as the principal representative in dealings with the Customer concerning the Engagement. The Supplier reserves the right to change that individual but will not do so without good reason and will inform the Customer in writing of any such change.

## **6. Intellectual Property**

Copyright in all drawings, reports, documents and computer-generated data prepared by the Supplier will remain the property of the Supplier. Subject to the Customer paying all fees and expenses which are due, the Customer will have the right to use those documents and data for any purpose related to the scope for which the Services were provided, but not for any other purpose.

## **7. Confidentiality**

The Supplier and the Customer shall treat all Confidential Information belonging to each other as confidential and safeguard it accordingly. They shall not disclose any Confidential Information belonging to each other to any other person without the prior written consent of each other.

## **8. Liability and Insurance**

The Supplier will take appropriate steps to remedy any defect in the Services for which it is responsible providing such defect is notified in writing by the Customer no later than 6 months after completion of the Engagement.

The Supplier will hold professional indemnity insurance and will use reasonable endeavours to continue such insurance for so long as it has any liability under the Engagement. The Supplier will have no liability to the Customer except where such liability is covered by its professional indemnity insurance and the Supplier shall not, in any event, be responsible for any indirect or consequential loss suffered by the Customer including, but not limited to, loss of profits.

## **9. Termination**

The Supplier may terminate the Engagement at any time by giving notice in writing to the Customer if the Customer commits a breach of any of the terms agreed between them which are not remedied within 14 days.

The Customer may terminate the Engagement by notice in writing to the Supplier if the Supplier commits a breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days.

Upon termination the Customer will pay the Supplier all fees and expenses due up to the termination date.

## **10. Assignment and Subcontracting**

The Supplier will not assign or subcontract its obligations without the consent of the Customer. In the event of the Supplier wishing to subcontract any of the Services, the Customer will not unreasonably withhold its consent.

The Supplier will not be relieved of any of its liabilities to the Customer in the event of any subcontracting.

## **11. Status**

The Customer is a client of a Service carried on by the Supplier, and it is not the intention of either to create or allow to arise any employee/employer relationship.

## **12. Law and Jurisdiction**

This Agreement will be governed by the laws of England and Wales and the Courts of England and Wales will have non-exclusive jurisdiction to adjudicate any disputes arising under it.

## **13. Force Majeure**

The Supplier will be under no liability for any delay or failure to perform its obligations under the Contract in the event that the supply or delivery of the Service or performance of the Services is prevented or delayed by an event of Force Majeure.

## **14. Changes to Terms and Conditions**

We reserve the right, from time to time, with or without notice to you, to change these terms and conditions at our sole discretion. Terms and conditions applicable to your service will be the version that is current and displayed on our website (<http://www.amsa-infosec.com/terms>) as at the date you use the service. Use of the service, after changes are made to the terms and conditions, means that you agree to be bound by such changes.