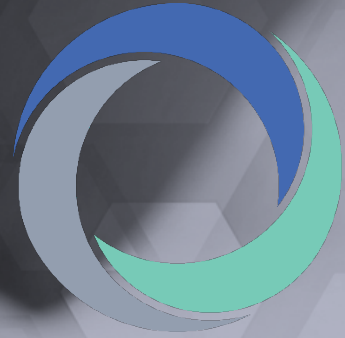




Cyberfort

G-Cloud 15

Standard Terms & Conditions

Consulting Services



1. Standard Terms & Conditions

The below Standard Terms and Conditions are applicable to the supply of the G-Cloud Framework and would form the Services to be supplied under the Call-Off Contract with the Customer/Buyer.

If you ultimately decide to purchase the Service(s) described with Cyberfort, then all terms and conditions will only be pursuant to a final and definitive written agreement between the Customer/Buyer and Cyberfort (including any amendments, if applicable).

For the avoidance of doubt, the final agreement will replace any other suggested terms and conditions.

Notwithstanding anything to the contrary, Cyberfort makes no representations, warranties, or covenants (including without limitation as to any products, services, service levels, third-party products or services or interoperability) separate from, in contravention of, or in addition to those contained in the final agreement, and any purported representation, warranty or covenant in this information document shall be of no force or effect.

Any information provided in below regarding the Service is for informational purposes only and is subject to change.

2. Managed Services

1. Additional definitions

The definitions shall apply to these Terms and Conditions unless otherwise stated.

Customer/Buyer	means the individual(s) and/or organisation(s) that is ordering the Services;
Cyberfort	means Cyberfort Limited;
Acceptable Usage Policy	the usage policy set out in the Schedule to the Order Form and any changes to it as notified from time to time by Cyberfort;
Applicable Law	all applicable laws, statutes, regulation and codes from time to time in force;
Contract	together, these Standard Terms and Conditions, the Order Form and its Schedules, the Framework Agreement and any other documents referred to in them;
Order Form	means an order form agreed between the parties to request one or more of the Services;
Service	One or more of the Service(s) to be provided by Cyberfort to the Customer/Buyer pursuant to an Order Form;
Service Levels	the service levels applicable to each Service (if any) as set out in the Schedule to these Terms and Conditions as applicable or to the Order Form;

2. Cyberfort obligations

2.1 Cyberfort shall provide:

- a) the Service with reasonable care and skill and materially in accordance with the applicable Order Form, including, where applicable, the Service Levels; and
- b) such cooperation and information reasonably requested by the Customer/Buyer in respect of the Service.

2.2 In providing the Service, Cyberfort shall use reasonable endeavours to meet any performance dates specified in an Order Form, but any such dates shall be estimates only and time for performance by Cyberfort shall not be of the essence of this contract.

2.3 In providing the Service, Cyberfort shall comply with all Applicable Laws and regulations which apply to the provision of the Service and to the operation of Cyberfort's business.

2.4 Cyberfort shall use its reasonable endeavours to ensure that the same Consultant will continue throughout the Service but reserves the right to replace that Consultant if necessary.

2.5 Cyberfort shall use its reasonable endeavours to comply with any reasonable on-site security or health and safety policies made known to it by the Customer/Buyer when attending the Customer/Buyer's premises or using any Customer/Buyer Equipment.

2.6 Cyberfort shall have the right, without liability and without prejudice to Cyberfort's other rights (including termination), to immediately suspend, remove or disable access to or use of the Services if Cyberfort become aware of or have reasonable grounds to expect any abuse of such access and/or use (by the Customer/Buyer or any third party, for example through denial-of-service attacks, spamming or otherwise):

- a) which interferes with the provision of the Services or any services provided by Cyberfort to third parties;
- b) which would entitle us to terminate this Contract; or



- c) where Cyberfort are properly required to do so by applicable law, regulatory or governmental body.

The Customer/Buyer acknowledges and agree that Cyberfort have no obligation to monitor or actively seek facts or circumstances indicating any abuse or illegal activities.

G-Cloud Standard Terms & Conditions

- 2.7 Where possible Cyberfort will inform the Customer/Buyer of any steps taken in accordance with Clause 2.6 above as soon as legally and reasonably possible and may, but are not obliged to, advise the Customer/Buyer on actions that the Customer/Buyer should consider implementing to mitigate the risk of recurrence. The fact that Cyberfort do not take some or all of the steps set out in Clause 2.6 and / or provide any recommendations, does not affect Cyberfort's right to take such steps or invoke other rights that we may have at any other time in response to the same or other events occurring.
- 2.8 Cyberfort will work to the tasks outlined in the Order Form and will employ the appropriate subject matter expertise as and when required to achieve the deliverables. Cyberfort may need to re-allocate days between tasks and will only attend site when required.

3. Customer/Buyer obligations

- 3.1 The Customer/Buyer shall:
- a) co-operate with Cyberfort in all matters relating to the Service;
 - b) grant such access (whether remotely or otherwise) to the Customer/Buyer's staff, premises and data, and such office accommodation and other facilities, as is reasonably requested by Cyberfort for the purposes of performing its obligations under the Order Form;
 - c) provide in a timely manner such information as Cyberfort may reasonably request in relation to the Service, and ensure that such information is accurate in all material respects;
 - d) appoint a manager in respect of the Services to be performed, such person as identified in the Order Form. That person shall have authority to contractually bind the Customer/Buyer on all matters relating to the relevant Order Form (including by signing Change Orders);
 - e) should the Customer/Buyer provide any hardware (e.g. mobile device or security token) in relation to a Service by Cyberfort it will deliver the hardware to the relevant Cyberfort premises and collect it from those premises or authorise other means of delivery and return at the Customer/Buyer's own risk. Cyberfort shall not be liable for the hardware during transit to or from its offices;
 - f) comply with all Applicable Laws and regulations applicable to the use and receipt of the Service and the operation of the Customer/Buyer's business.