



Protos Networks Limited

Service Terms and Conditions Document

Prepared for G-Cloud 15 (RM1557.15)

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Date: 30/01/2026

Version: 2.0

INTRODUCTION

Description

Protos Networks Limited provide specialist Penetration Testing, Security Assurance, Security Consultancy and Managed Security services through the Government Procurement Service (GPS) G-Cloud catalogue.

The services provided, as currently listed in the G-Cloud Digital Marketplace include the following:

- Penetration Testing and IT Health Check Assessment Services
- External Infrastructure Assessment Services
- Web & Mobile Application Assessment Services
- Internal Infrastructure Assessment Services
- Cloud Security Configuration Review Services
- Vulnerability Assessment Services
- IASME Cyber Essentials Certification
- IASME Cyber Essentials Plus Certification
- IASME Defence Cyber Certification (DCC)
- Social Engineering Assessment Services
- Objective Led Testing and Red/Purple Team Services
- Cloud Security Configuration Review Services
- Cyber Maturity Assessment Services
- Virtual Chief Information Security Officer (vCISO) Services

The Terms & Conditions applicable to services listed in the GPS G-Cloud Digital Marketplace, which may be engaged by a G-Cloud customer who wish to proceed with Protos Networks Limited as a potential supplier are detailed in this document.

PROTOS NETWORKS LIMITED

TERMS AND CONDITIONS

These Terms and Conditions apply to all services and goods provided by **Protos Networks Limited** and are incorporated by reference into each Agreement.

1 INTERPRETATION

1.1 Definitions

Agreement(s) means the Protos agreements including without limitation the Service Agreements.

Applicable Data Protection Laws means all laws relating to the processing, privacy and use of Personal Data applicable in the United Kingdom, including the UK GDPR, the EU GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.

Assessor means the Cyber Essentials or Cyber Essentials Plus assessor appointed by Protos to provide assessment services.

Booked Session means a future-dated Session that is booked in the calendar of the Assessor.

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

Cancelled Session means a Session that has been booked but which has been cancelled on at least three Business Days' notice in writing.

Change Control Procedure means the process for managing any amendment or addition to the Services as set out in clause 4.

Charges means the fees and expenses payable by the Customer for the Services in accordance with clause 7 and as may be set out in the Service Agreement.

Commencement Date has the meaning given in clause 2.2.

Conditions means these terms and conditions, as amended from time to time.

Confidential Information has the meaning given in clause 8.

Contract means the legally binding contract formed under clause 2 between Protos and the Customer.

Cover Sheet means the cover sheet of the Service Agreement, setting out the Services particulars.

Customer means the person, firm or organisation purchasing the Services from Protos.

Customer Default has the meaning set out in clause 5.6.

Deliverables means all reports, data, configurations, documentation or other work products created or supplied by Protos for the Customer.

Delivered Session means a Session that has either been delivered by a Protos consultant or which has been cancelled by the Customer on less than three Business Days' notice in writing.

Delivered Test Day means a Test Day that has either been delivered by a Protos consultant or which has been cancelled by either party in accordance with the terms of these Conditions.

EU GDPR means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Extended Term means each successive 12-month period following the Minimum Term.

Fees mean the fees payable by the Customer for the Services (including any Deliverables) as set out in the Cover Sheet, Order and / or Service Agreement.

Hired Goods has the meaning given in clause 17.1.

Intellectual Property Rights includes patents, rights to inventions, copyright, database rights, design rights, trade marks, business names, get-up, know-how, trade secrets, goodwill and all similar or equivalent rights, whether registered or unregistered.

Managed Service means the managing and monitoring of a network by Protos for the Customer as part of the Services as may be set out in the Specification which may include (but is not limited to) cyber security monitoring and advice and threat detection and response.

Minimum Term means the minimum contractual term specified in the relevant Service Agreement or Order.

Order means the Customer's signed or electronically accepted proposal, purchase order or Service Agreement.

Parties means the Customer and Protos collectively.

Payment Due Date means the payment due date specified in the Cover Sheet and/or Service Agreement or provided in writing by Protos.

Personal Data, Controller, Processor, Data Subject and Processing have the meanings given in the EU GDPR and UK GDPR.

Protos means **Protos Networks Limited**, registered in England and Wales (No. 07764959) whose registered office is Poplar House, Park West, Sealand Road, Chester, CH1 4RN (the 'Supplier').

Risk Period has the meaning given in clause 17.4.

Service Agreement(s) means the agreement between Protos and the Customer including without limitation the Network Operations Centre (NOC) Services Agreement, the Managed Detection & Response Services Agreement, the Cyber Essentials Agreement, the NSOC Managed Services Agreement and the Security Testing Agreement.

Service Level Agreement (SLA) means any document describing service levels applicable to particular Services and may be annexed to the Agreements.

Services means the services (including any Deliverables) supplied by Protos to the Customer as set out in the relevant Order or Specification.

Session means a consultancy meeting with one of Protos' consultants, delivered either virtually or in person.

Specification means the written description or proposal for the Services issued by Protos.

Supplier Materials has the meaning given in clause 9.4.

Testing Day means a date allocated by Protos for Cyber Essentials or Cyber Essentials Plus testing (as the case may be) to be carried out.

UK GDPR has the meaning given in section 3(10) of the Data Protection Act 2018.

1.2 Interpretation Rules

(a) Headings are for convenience only and do not affect interpretation.

(b) References to statutes include amendments, extensions or re-enactments.

- (c) Any words following “including”, “include”, “in particular” or similar shall be illustrative and not limiting.
- (d) References to writing include email but not fax.
- (e) Where there is conflict between these Conditions and a Service Agreement, these Conditions prevail unless the Service Agreement expressly states otherwise.

2 BASIS OF CONTRACT

- 2.1 Each Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order is accepted, and the Contract formed, only when Protos issues written acceptance or commences the Services, whichever occurs first (Commencement Date).
- 2.3 The Contract continues for the Minimum Term and renews automatically for successive Extended Terms unless terminated in accordance with clause 13.
- 2.4 Marketing materials or illustrations are for guidance only and do not form part of the Contract.
- 2.5 These Conditions apply to the exclusion of any terms proposed by the Customer.
- 2.6 Any quotation is valid for 14 Business Days.
- 2.7 Each Service Agreement entered into by Protos and the Customer shall be governed by these Conditions.

3 SUPPLY OF SERVICES

- 3.1 Protos shall perform the Services with reasonable skill and care, using appropriately qualified personnel and in accordance with the Service Agreement, Specification and any SLA.
- 3.2 Protos may make changes required by law or safety, or that do not materially affect quality or performance.
- 3.3 The Customer acknowledges that the Services may depend on third-party software or connectivity outside Protos’ control.
- 3.4 Any service levels are as stated in the SLA; time for performance is not of the essence.
- 3.5 Protos may subcontract any part of the Services but remains responsible for its subcontractors.
- 3.6 The Customer shall ensure a safe working environment for Protos personnel at its sites.
- 3.7 The Customer grants Protos the right to access its systems as necessary for delivery of the Services.
- 3.8 Protos warrants that it holds all licences required to provide the Services.
- 3.9 Periodic service reviews may be held as set out in the SLA.
- 3.10 Proprietary tools deployed by Protos remain Protos’ property.

3A CYBER ESSENTIAL SERVICES

3.A.1 Protos offers both Cyber Essentials self-assessment and Cyber Essentials Plus services depending on the Customer's requirements. Occasionally, Protos will combine its services in a package (Package). This Services, details of any Package, and the expected consultancy Sessions and Testing Days are be detailed in the Cover Sheet.

3.A.2 Protos will not agree to any downgrade in the Package to an alternative package after the Commencement Date. In the event that the Customer decides not to complete its application, the Customer will not be entitled to a refund (in whole or in part).

3.A.3 Protos shall use all reasonable endeavours to meet any performance dates (including any expected consultancy Sessions and Testing Days) specified in the Cover Sheet, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.A.4 Where the Protos Services are purchased with support, this includes consultancy sessions and a pre-checks of the Customer's self-assessment answers by one of Protos' security consultants before the Customer's first submission, to determine whether the Customer is likely to pass on that basis. If the Customer does not opt for support with its Cyber Essentials certification, no pre-check will be carried out and the Customer's assessment will be marked based upon the answers provided by them.

3.A.5 If the Customer is not successful on its first submission of Cyber Essentials self-assessment, the Customer will have two working days to submit a further attempt for certification. If the Customer is not successful on its second submission, the Customer will be required to wait one calendar month before any further attempt is made (at the cost of a new application).

3.A.6 If the Customer fails its initial submission of a Cyber Essentials application, Protos will provide the Customer with details of any required actions. The delay between the failure notification and a resubmission should not exceed two working days.

3.A.7 A scoping document must be completed by the Customer in full prior any Cyber Essentials Plus testing engagements. The scoping document will form the basis of the engagement and will be used to structure the delivery of consultancy and testing. If this is later found to be inaccurate or untrue, a new scoping document must be completed, and a new quote provided to the Customer.

3.A.8 If the Customer is applying for only Cyber Essentials Plus certification support, the Customer must confirm that it holds a valid Cyber Essentials certificate which has been awarded within 90 days of applying for Cyber Essentials Plus certification. The Customer will be required to share a copy of the answers provided in achieving its

recent Cyber Essentials certification along with its certificate number to Protos before Protos will arrange any Test Days.

3.A.9 The Customer must pass a Cyber Essentials Plus audit within 90 days of achieving its most recent Cyber Essentials certification in order to be awarded Cyber Essentials Plus certification.

3.A.10 If the Customer does not pass the Cyber Essentials Plus audit within 90 days of achieving its most recent Cyber Essentials certification, the Customer will be required to re-certify to Cyber Essentials at the cost of a new application.

3.A.11 If Protos is required to do any additional work to help the Customer complete its application or audit outside of what is agreed on the Protos initial sales quotation (as confirmed on the Cover Sheet), Protos may charge the Customer separately for that additional work.

3.A.12 For Cyber Essentials Plus applications, the Customer's express written authorisation to test is required, as well as written authorisation from any additional parties involved in hosting any infrastructure or application that is within the scope of testing, before the start of any tests.

3.A.13 The Customer must notify Protos in writing of any limitations on the testing, such as a requirement for out-of-hours testing or weekend testing, or restrictions such as testing only during office hours, at the time of submitting its testing request. Any surcharges incurred for any out-of-hours testing will be agreed in advance and billed separately in advance.

3.A.14 If the Customer fails any of the Cyber Essentials Plus testing performed as part of the overall engagement, Protos will provide the Customer with details of further tests required. Any retesting that is required can be included as part of the initial engagement or scoped separately. The delay between the first Test Day and subsequent Test Days for retests should not exceed 30 days, including the creation of a report by Protos in its capacity as a Certification Body. The 30 day window rectifying any issues found during Cyber Essentials Plus testing is overridden by the requirement to pass Cyber Essentials Plus within 90 days of passing Cyber Essentials if that date is sooner. If retests are not included in the initial scope of the Services, they will be billed separately.

3.A.15 Where Protos is required to provide on-site consultancy or testing at a customer site within or outside of mainland Great Britain, travel expenses may be chargeable. These expenses will be billed separately.

3.A.16 Protos will only identify vulnerabilities that are already known at the date on which any tests are carried out, and which are capable of being exposed by the range of testing tools deployed by Protos. The Customer accepts and acknowledges that it is in the nature of technical security testing that there may be flaws that will be uncovered in the future or by the use of alternative tools and attack methodologies, none of which could normally be identified at the time of testing, and the Customer therefore agree

that it will not, now or in the future, hold Protos to liable for any such future flaws or alternate testing methodology howsoever discovered.

3.A.17 Protos will provide the Services in accordance with the requirements of IASME, which is the National Cyber Security Centre's (NCSC) Cyber Essentials Partner for the delivery of the Cyber Essentials scheme. Protos will have no liability to the Customer outside the scope of those requirements at the time of the agreement between the Parties.

3.A.18 From time to time, due to the ever-evolving nature of the cyber security sector, changes may be implemented by IASME or the NCSC. Such changes may cause increases to the Charges, which will be passed on to the Customer. Protos will notify the Customer of any increase to the Charges as soon as reasonably possible.

3.A.19 The Supplier shall use all reasonable endeavours to meet any performance dates specified in Cover Sheet, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.A.20 Protos accepts no liability for damages caused to the Customer by any automated or non-automated attacks on your internet-facing infrastructure or its applications, irrespective of whether Protos' security testing activity carried out under these Conditions did, did not, or could have but did not identify any vulnerability exploited, or which might in future be exploited by any such attack.

3.A.21 Protos will identify vulnerabilities that its testing has exposed within the scope of the Cyber Essentials Plus Illustrative Test Specification. Wherever possible, Protos will identify by reference to commonly available and published information the appropriate patches and fixes that are recommended to deal with the identified vulnerability, but it will be entirely the Customer's responsibility to formally identify and deploy an appropriate solution to the vulnerabilities identified by our security testing.

3.A.22 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.A.23 When the Customer is a UK-domiciled organisation with a turnover under £20 million and it achieves self-assessed certification covering the Customer's whole organisation to the basic level of Cyber Essentials, the Customer is entitled to Cyber Liability Insurance (Insurance). The Insurance is underwritten by AXA XL, a division of AXA, and administered by Sutcliffe & Co Insurance Brokers. The terms of the Cyber Liability Insurance do not form part of these Conditions and the Customer is referred to the insurance provider's terms and conditions which are available at: <https://iasme.co.uk/cyber-essentials/cyber-liability-insurance/>

4 CHANGE CONTROL AND VARIATIONS

4.1 Either party may request a change to the scope, nature, volume, sequence or timing of the Services (a **Change**).

4.2 The requesting party shall submit a written description of the Change including its rationale, effect on the Specification, Deliverables, SLAs, resources, timetable and any financial implications.

4.3 Protos will evaluate the request and issue a **Change Control Note (CCN)** setting out the details. No Change is effective unless the CCN is approved in writing by both parties.

4.4 If the Customer instructs Protos to begin work pending approval of a CCN, that work will be chargeable on a time-and-materials basis at Protos' prevailing rates and governed by these Conditions.

4.5 Protos may implement temporary actions to maintain service continuity, security or legal compliance without prior approval; such actions will be reported promptly and formalised in a CCN if they materially affect scope or cost.

4.6 If a third-party supplier changes its product, licence or platform in a way that affects the Services, Protos may issue a CCN to adapt accordingly. If no agreement is reached within 20 Business Days, either party may terminate the affected Service on 30 days' notice without liability other than accrued Charges.

4.7 No operational assistance, advice or cooperation shall be treated as a Change unless captured in an approved CCN.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall:

- (a) provide timely decisions, information, approvals and access reasonably required for service delivery;
- (b) ensure information supplied to Protos is complete and accurate;
- (c) appoint an authorised, knowledgeable contact to liaise with Protos;
- (d) maintain appropriate backups, business-continuity and disaster-recovery arrangements; and
- (e) comply with all applicable laws and regulations.

5.2 The Customer shall ensure that any Protos personnel attending its premises are provided with a safe and secure working environment and briefed on site in relation to any applicable safety rules.

5.3 The Customer shall provide and safeguard user accounts and access credentials required for the Services and revoke them promptly when no longer needed.

5.4 The Customer shall maintain supported hardware and software versions, apply patches, antivirus and other good-practice controls. If it declines and / or fails to implement Protos' recommendations, Protos' obligations and SLAs are adjusted accordingly.

5.5 The Customer shall obtain all necessary consents and licences (including from landlords, service providers and licensors) to permit Protos to deliver the Services and process data.

5.6 If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) in the event that the Customer does not complete the Services in full within twelve-months of the first Session date, passing the accreditation, Protos shall not be obliged to provide the Services past that date and the Agreement will be terminated with immediate effect;

(c) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.5; and

(d) the Customer shall reimburse the Supplier on written demand for any costs, loss or damage sustained or incurred by the Supplier arising directly or indirectly from the Customer Default, such demand shall be in served and received in accordance with clause 16.4 herein.

5.7 Where Services include vulnerability scanning or penetration testing, the Customer warrants authority to authorise testing and acknowledges that realistic testing may trigger security alerts or temporary service degradation.

5.8 Service performance may depend on vendor tools or third-party platforms outside the control of Protos. Protos is not liable for issues arising from the use of such external tools or platforms.

5.9 The Customer shall classify and communicate data sensitivity and notify Protos of any legal or regulatory restrictions relevant to the Services.

5.10 The Customer shall not solicit for employment any Protos personnel involved in the Services during the term and for 12 months following the conclusion of the Service provision. If it does, the Customer shall pay Protos a fee equal to 50 % of the individual's annual remuneration.

5.11 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) where under the relevant Service Agreement complete the Services in full within twelve-months of the first Session date. Any applications not completed within that period will be marked as void and the Customer's account will automatically be archived. Protos will not issue, and you agree that you will not be entitled to, any refund of or reduction in the Charges where the Customer fails to comply with this clause 5.11(b);
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (g) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

5.12 The Customer must disclose to Protos the names and details of third parties that may conceivably be affected by Protos' testing activities, together with details of how those third parties may be affected. The Customer shall indemnify and hold harmless Protos against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Protos arising directly or indirectly from the Customer's failure to identify and/or disclose the existence of any third parties in accordance with this clause 5.12.

5.13 The Customer's authorisation to commence testing activities is deemed to include confirmation that any relevant internal or external parties have been appropriately notified to Protos, and that all necessary permissions from such parties for Protos to commence testing have been provided to Protos.

6 CHARGES AND PAYMENT

6.1 Charges are as set out in the Order, Cover Sheet and/ or Service Agreement and may include fixed, recurring, time-and-materials, usage-based or third-party pass-through fees and expenses.

6.2 For recurring Services, Protos may adjust Charges annually by the higher of 5 % or the UK CPI increase in the preceding 12 months and/or to reflect vendor cost changes. Protos will give 30 days' notice; if not agreed, the Customer may terminate the affected Service on 30 days' notice.

6.3 Unless otherwise stated, Protos will invoice one-off fees on Order acceptance, recurring fees monthly in advance, time-and-materials monthly in arrears, and expenses at cost plus handling. Invoices are payable 30 days from the invoice date.

6.4 Charges are exclusive of VAT and any other applicable taxes, which the Customer shall pay which the Customer shall pay at the prevailing rate from time to time.

6.5 Protos may charge statutory interest on overdue sums and suspend Services for payments more than 14 days late after written notice.

6.6 The Customer shall pay undisputed amounts when due and may withhold a disputed portion only if it notifies Protos before the due date and acts in good faith to resolve the dispute.

6.7 Payments must be made without set-off or deduction except as required by law.

6.8 Pre-approved travel and subsistence expenses are reimbursable at cost; mileage at Protos' current rate.

6.9 Title to goods or equipment passes on full payment; risk passes on delivery. Where equipment is hired, it remains Protos' property and must be insured and returned on termination.

6.10 Time shall be of the essence in respect of all payments due under this agreement and any other payment obligations from time to time arising and failure to make any payment on the due date shall constitute a material breach of this agreement.

7 DATA PROTECTION

7.1 **Compliance.** Each party shall comply with the Applicable Data Protection Laws at all times in connection with the Contract.

7.2 **Roles.** Where Protos acts as **Processor** and the Customer as **Controller**, the parties shall comply with the Data Processing Schedule annexed to the relevant Service Agreement (the "**DPA Schedule**"). Where Protos determines the purposes and means of processing, it acts as a separate Controller.

7.3 **Processor Obligations.** When acting as Processor, Protos shall:
(a) process Personal Data only on the documented instructions of the Customer

- (unless required by law);
- (b) ensure authorised personnel are subject to confidentiality obligations;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- (d) assist the Customer in responding to data-subject requests and meeting its compliance obligations;
- (e) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (f) at the Customer's choice, delete or return all Personal Data on termination, save to the extent retention is required by law; and
- (g) make available information necessary to demonstrate compliance and allow reasonable audits once per year on not less than 20 Business Days' notice (subject to Protos' confidentiality and security controls).

7.4 Sub-processors. The Customer authorises Protos to appoint sub-processors as reasonably required for service delivery, provided Protos imposes data-protection terms no less protective than those set out in this clause. A current list of sub-processors will be maintained by Protos and made available on request.

7.5 International Transfers. Where Personal Data is transferred outside the UK, Protos shall ensure an appropriate safeguard under UK GDPR Chapter V (including use of the ICO International Data Transfer Agreement or Addendum, as applicable).

7.6 Customer Data. The Customer is responsible for the lawfulness, accuracy, quality and reliability of Personal Data provided to Protos and for ensuring adequate transparency notices have been given to Data Subjects.

7.7 Liability. Each party's liability for breaches of this clause 7 is subject to clause 12, save that nothing limits liability arising from a party's unlawful processing or deliberate misconduct.

8 CONFIDENTIALITY

8.1 Definition. “**Confidential Information**” means all non-public information disclosed by or on behalf of one party (“**Discloser**”) to the other (“**Recipient**”) that is marked confidential or would reasonably be considered confidential, including business affairs, clients, financial information, security information, Deliverables, and Personal Data.

8.2 Obligations. The Recipient shall:

- (a) keep Confidential Information secret and use it only for the purpose of performing the Contract;
- (b) disclose it only to personnel who need to know it and are bound by equivalent obligations; and
- (c) protect it using at least the same standard of care it applies to its own confidential information (and in any event not less than reasonable care).

8.3 Exclusions. Confidential Information excludes information that:

- (a) is or becomes public other than through breach of this clause;
- (b) was lawfully known to the Recipient before disclosure;
- (c) is independently developed without reference to the Discloser's information; or
- (d) must be disclosed by law, court or regulator (provided, where lawful, the Recipient gives prompt notice and discloses only what is necessary).

8.4 Return/Destruction. On termination, the Recipient shall, at the Discloser's option, return or securely destroy Confidential Information, subject to any retention required by law or for audit/defence purposes.

8.5 Survival. This clause survives termination for five (5) years (and indefinitely with respect to trade secrets and Personal Data).

9 INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in the **Supplier Materials**, tools, software, templates, methodologies, know-how and Deliverables supplied or created by Protos remain vested in Protos (or its licensors).

9.2 Upon full payment of all applicable Charges, Protos grants the Customer a non-exclusive, non-transferable, revocable licence to use the Deliverables solely for the Customer's internal business purposes and solely for the term of the relevant Services.

9.3 The Customer shall not copy, adapt, reverse engineer, decompile or modify any Deliverables or Supplier Materials except to the extent expressly permitted by law.

9.4 "Supplier Materials" means all documents, data, scripts, code, software, drawings and other materials supplied by Protos to the Customer (including monitoring platforms, analytics content, configuration and automation artefacts).

9.5 Customer Materials. The Customer grants Protos a non-exclusive, royalty-free licence to use, copy, store and modify Customer data, content, marks and materials as reasonably necessary to provide the Services.

9.6 Third-Party Software. Where Deliverables incorporate or interoperate with third-party software, the Customer shall comply with the third-party licence terms. Such software is supplied "as is" and Protos gives no additional warranty.

9.7 IP Indemnity. Protos shall indemnify the Customer against direct losses finally awarded by a UK court arising from a claim that the Deliverables infringe a UK Intellectual Property Right, provided that the Customer: (a) promptly notifies Protos; (b) grants Protos sole control of defence and settlement; and (c) provides reasonable assistance. Protos may (at its option) procure a licence, modify the Deliverables to avoid infringement, or terminate the affected Service with a pro-rata refund. This indemnity does not apply to claims arising from the Customer's combination, modification or misuse of Deliverables, or failure to use updates supplied.

10 WARRANTIES AND DISCLAIMERS

10.1 Performance Warranty. Protos warrants that it has the right and authority to enter into the Contract; that the Services will be provided with reasonable skill and care by competent personnel; and that Deliverables will in all material respects conform to the Specification at the time of delivery.

10.2 Exclusions. Except as expressly set out in the Agreement and these Conditions, all warranties, conditions and representations (express or implied) are excluded to the fullest extent permitted by law, including implied terms of satisfactory quality, fitness for purpose and non-infringement.

10.3 Security & Availability. The Customer acknowledges that no security or monitoring service can guarantee prevention of all incidents or continuous availability. Protos does not warrant that the Services will be error-free, uninterrupted or that vulnerabilities will be eliminated.

10.4 Advice & Recommendations. Any guidance, recommendations, designs or risk assessments provided by Protos are advisory only. Implementation, configuration choices and operational decisions remain the Customer's responsibility.

10.5 Third-Party Products. In respect of third-party hardware, software or cloud services, Protos provides no independent warranty; the Customer's remedies lie with the applicable vendor, without prejudice to Protos' obligations expressly assumed in the Agreement and these Conditions.

10.6 Sole Remedy. To the extent permitted by law, the Customer's sole and exclusive remedy for breach of the warranties in clause 10.1 shall be (at Protos' option) re-performance, correction of the defect, or a refund of the Charges paid for the defective element of the Services.

11 INDEMNITIES

11.1 Customer Indemnity. The Customer shall indemnify and keep indemnified Protos from and against all claims, actions, demands, fines, losses, damages, liabilities, costs and expenses (including reasonable legal and expert fees) arising from or in connection with:

- (a) any breach by the Customer of the Contract, including non-payment of Charges;
- (b) any data, content or materials supplied by the Customer (including alleged infringement, illegality, or violation of third-party rights);
- (c) any actual or alleged breach by the Customer of Applicable Data Protection Laws, including unlawful instructions to Protos;
- (d) any Customer Default under clause 5.6; and
- (e) use of the Services or Deliverables other than in accordance with the Contract or Protos' written instructions.

11.2 Protos IP Indemnity. Protos shall indemnify the Customer against damages and reasonable costs finally awarded by a court of competent jurisdiction for a claim that the Deliverables, in the form supplied by Protos and used in accordance with the Contract, infringe a UK Intellectual Property Right, subject to the conditions in clause 9.7. This clause states the Customer's exclusive remedy for any such claim.

11.3 Process. An indemnified party shall: (a) promptly notify the indemnifying party of the claim; (b) grant the indemnifying party sole conduct of defence and settlement; and (c) provide all reasonable assistance at the indemnifying party's expense.

11.4 Costs Indemnity. The Customer shall indemnify and keep indemnified the Supplier against all costs, charges, expenses and losses including legal or other professional costs incurred and arising from or in connection with any breach of this agreement;

(a) any amount payable under this clause shall constitute a debt payable on demand

(b) this indemnity is a continuing obligation and shall survive termination of this agreement.

© this indemnity is in addition to any other rights or remedies under this agreement howsoever arising in law or equity including any entitlement to recover costs under the Civil Procedure Rules or by order of a Court of competent jurisdiction.

12 LIMITATION OF LIABILITY

The Customer's attention is particularly drawn to this clause.

12.1 Unlimited Liabilities. Nothing in the Contract limits or excludes either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct; (d) breach of clause 8 (Confidentiality) or clause 7 (Data Protection) to the extent such liability cannot lawfully be limited; or (e) any other liability which cannot lawfully be limited or excluded.

12.2 Aggregate Cap. Subject to clause 12.1, Protos' total aggregate liability arising out of or in connection with the Service Agreement (whether in contract, tort—including negligence—breach of statutory duty or otherwise) shall not exceed the **maximum amount permitted by law**, or if greater, an amount equal to **the total Charges paid or payable by the Customer under the Service Agreement in the 12 months immediately preceding the event giving rise to the liability** (or, if the event occurs within the first 12 months, the Charges paid or payable for that initial period).

12.3 Excluded Losses. Subject to clause 12.1, Protos shall not be liable for: (a) loss of profits, revenue, business, contracts or anticipated savings; (b) loss or corruption of data; (c) loss of goodwill or reputation; (d) indirect, special or consequential loss; or (e) losses arising from the acts, omissions or failures of third-party providers,

telecommunications carriers, cloud platforms or software vendors outside Protos' reasonable control.

12.4 Reliance and Mitigation. The Customer is responsible for decisions based on reports, recommendations or guidance provided as part of the Services and shall take reasonable steps to mitigate any loss it may suffer.

12.5 Statutory Terms. Except as expressly set out in the Service Agreement, all terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

12.6 Insurance. Protos shall maintain appropriate professional indemnity and cyber liability insurance and will provide evidence of cover upon reasonable request.

13 TERM AND TERMINATION

13.1 Term. Each Contract commences on the Commencement Date and continues for the Minimum Term. Thereafter, it renews automatically for successive Extended Terms unless terminated in accordance with this clause.

13.2 Termination for Convenience. After the Minimum Term, either party may terminate the Contract or any individual Service for convenience by giving not less than **90 days' written notice** to expire at the end of the then-current term for that Contract or Service.

13.3 Termination for Cause by Protos. Protos may terminate the Contract or any Service immediately by written notice if:

- (a) the Customer fails to pay any undisputed sum within 14 days after written demand;
- (b) the Customer commits a material breach which is not remediable or (if remediable) is not remedied within 20 Business Days after written notice;
- (c) the Customer becomes insolvent, enters administration or liquidation (other than for a bona fide solvent reconstruction), has a receiver appointed, or ceases trading;
- (d) Protos reasonably determines that continuing the Services would breach applicable law or regulatory requirement; or
- (e) a Force Majeure Event prevents performance for more than 60 consecutive days.

13.4 Termination for Cause by the Customer. The Customer may terminate the Contract on written notice if Protos commits a material breach which is not remediable or (if remediable) is not remedied within 30 Business Days after written notice.

13.5 Consequences of Termination. On termination or expiry of the Contract or a Service:

- (a) all accrued but unpaid Charges become immediately due and payable;
- (b) Protos shall invoice for Services performed up to termination and reasonable termination costs;
- (c) all licences granted to the Customer under clause 9.2 shall cease (unless expressly stated to survive); and

(d) the Customer shall promptly cease use of and, at Protos' option, return or destroy the Supplier Materials and any Confidential Information (subject to lawful retention).

13.6 Cancellation.

(a) Protos reserves the right to charge in full for Testing Days or Booked Sessions where the Customer cancels any Testing Days or Booked Sessions on less than three Business Days' notice. Where such Testing Days or Booked Sessions are cancelled on less than three Business Days' notice, the Customer will be required to purchase additional consultancy days.

(b) In the event that Protos attends a Session or Test Day, either virtually or in-person, but is unable to deliver the agreed Session or Testing Day activities (for whatever reason), Protos will be entitled to consider this as a Delivered Session or Delivered Test Day.

14 FORCE MAJEURE

14.1 Definition. A **Force Majeure Event** means an event or circumstance beyond a party's reasonable control, including acts of God, natural disasters, war, terrorism, civil disorder, epidemics or pandemics, governmental action, labour disputes, failures of utilities, power or telecommunications networks, denial-of-service attacks, or vendor platform outages.

14.2 Relief. A party affected by a Force Majeure Event shall not be liable for delay or failure in performing its obligations while the event continues, provided it: (a) promptly notifies the other party; (b) uses reasonable endeavours to mitigate the effects; and (c) resumes performance as soon as reasonably practicable.

14.3 Extended Events. If performance is prevented for more than 60 consecutive days, either party may terminate the affected Service on written notice without liability (save for payment of accrued Charges).

15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of **England and Wales**.

15.2 Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

15.3 Escalation. Before commencing court proceedings (other than for urgent injunctive relief), the parties shall attempt in good faith to resolve the dispute through senior management discussions within 20 Business Days of written notice of the dispute.

15.4 Injunctive Relief. Nothing in this clause prevents either party from seeking urgent injunctive or equitable relief in any competent court.

16 GENERAL PROVISIONS

16.1 Entire Agreement. The Agreement (including all incorporated Orders, SLAs and Schedules and these Conditions) constitutes the entire agreement between the parties and supersedes all prior proposals, negotiations and agreements relating to its subject matter. Each party agrees that it has not relied on any statement not expressly set out in the Contract (but neither party excludes liability for fraud or fraudulent misrepresentation).

16.2 Assignment and Subcontracting. Protos may assign, novate or subcontract any of its rights or obligations. The Customer may not assign, transfer or novate the Agreement without Protos' prior written consent (not to be unreasonably withheld).

16.3 Third-Party Rights. Except as expressly stated, nothing in the Agreement or these Conditions confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

16.4 Notices. Notices must be in writing and delivered by hand, pre-paid first-class post (or international equivalent) or email to the addresses specified in the Agreement or Order (or as otherwise notified). Notices are deemed received: (a) if delivered by hand, on delivery; (b) if posted, on the second Business Day after posting (fifth Business Day if international); and (c) if emailed, at 9:00 a.m. on the next Business Day after transmission.

16.5 Severance. If any provision is held to be invalid or unenforceable, it shall be deemed deleted without affecting the validity and enforceability of the remaining provisions. The parties shall negotiate in good faith a valid provision reflecting the original intent.

16.6 Waiver. A failure or delay to exercise any right or remedy does not operate as a waiver. A waiver is only effective if in writing and applies only to the specific instance.

16.7 Relationship. The parties are independent contractors and nothing in the Agreement and/or these Conditions creates a partnership, joint venture, fiduciary or agency relationship.

16.8 Publicity. Protos may identify the Customer as a client in proposals and marketing materials with the Customer's prior written consent (not to be unreasonably withheld or delayed).

16.9 Record Retention. Protos may retain copies of records and data as reasonably required to evidence compliance, maintain service continuity, or defend legal claims, subject to clause 8 and Applicable Data Protection Laws.

16.10 Counterparts and E-Signatures. The Contract and any CCN may be executed in counterparts, including by electronic signature, each of which is an original and together constitute one instrument.

17 EQUIPMENT HIRE

17.1. Where the Cover Sheet specifies that any equipment or Deliverables (Hired Goods) will be on hire to the Customer, Protos shall hire the Hired Goods to the Customer for use at the delivery location specified in the Cover Sheet subject to these Conditions.

17.2 Protos shall not, other than in the exercise of its rights under these Conditions or applicable law, interfere with the Customer's quiet possession of the Hired Goods.

17.3 The rental period starts on the Commencement Date and shall continue unless and until the Contract is terminated earlier in accordance with its terms, or for any shorter period if specified in the Cover Sheet.

17.4 The Hired Goods shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Hired Goods are in the possession, custody or control of the Customer (Risk Period) until such time as the Hired Goods are redelivered to Protos. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Hired Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Protos may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner or operator of the Hired Goods would insure for, or such amount as Protos may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hired Goods; and
- (c) insurance against such other or further risks relating to the Hired Goods as may be required by law, together with such other insurance as Protos may from time to time consider reasonably necessary and advise to the Customer in writing.

17.5 All insurance policies procured by the Customer shall be endorsed to provide Protos with at least 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Protos' request name Protos on the policies as a loss payee in relation to any claim relating to the Hired Goods. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

17.6 The Customer shall give immediate written notice to Protos in the event of any loss, accident or damage to the Hired Goods arising out of or in connection with the Customer's possession or use of the Hired Goods.

17.7 If the Customer fails to effect or maintain any of the insurances required under this Contract, Protos shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

17.8 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Protos and proof of premium payment to Protos to confirm the insurance arrangements.

17.9 The Customer shall during the Rental Period:

- (a) ensure that the Hired Goods are kept and operated in a suitable environment;
- (b) take such steps (including compliance with all safety and usage instructions provided by Protos) as may be necessary to ensure, so far as is reasonably practicable, that the Hired Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) maintain at its own expense the Hired Goods in good and substantial repair in order to keep them in as good an operating condition as they were on the date of delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Hired Goods;
- (d) make no alteration to the Hired Goods and shall not remove any existing component (or components) from the Hired Goods without the prior written consent of Protos;
- (e) keep Protos fully informed of all material matters relating to the Hired Goods;
- (f) keep the Hired Goods at all times at the delivery location and shall not move or attempt to move any part of the Hired Goods to any other location without Protos' prior written consent;
- (g) permit Protos or its duly authorised representative to inspect the Hired Goods at all reasonable times and for such purpose to enter on the delivery location or any premises at which the Hired Goods may be located, and shall grant reasonable access and facilities for such inspection;
- (h) maintain operating and maintenance records of the Hired Goods and make copies of such records readily available to Protos, together with such additional information as Protos may reasonably require;
- (i) not, without the prior written consent of Protos, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Hired Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of them;

- (j) not without the prior written consent of Protos, attach the Hired Goods to any land or building so as to cause any Hired Goods to become a permanent or immovable fixture on such land or building. If the Hired Goods do become affixed to any land or building then the Hired Goods must be capable of being removed without material injury to such land or building and Customer shall repair and make good any damage caused by the affixation or removal of the Hired Goods from any land or building and indemnify Protos against all losses, costs or expenses incurred as a result of such affixation or removal;
- (k) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Protos in the Hired Goods and, where the Hired Goods have become affixed to any land or building, the Customer must take all necessary steps to ensure that Protos may enter such land or building and recover the Hired Goods both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Protos of any rights such person may have or acquire in the Hired Goods and a right for Protos to enter onto such land or building to remove the Hired Goods;
- (l) not suffer or permit the Hired Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Hired Goods are so confiscated, seized or taken, the Customer shall notify Protos and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Hired Goods and shall indemnify Protos on demand against all losses, costs, charges, damages and expenses reasonably incurred as a result of such confiscation;
- (m) not use the Hired Goods for any unlawful purpose;
- (o) deliver up the Hired Goods at the end of the Rental Period at such address as Protos requires, or if necessary allow Protos or its representatives access to the Delivery Location or any premises where the Hired Goods are located for the purpose of removing the Hired Goods; and
- (p) not do or permit to be done anything which could invalidate the insurances referred to in clause 17.4.

17.10 The Customer acknowledges that Protos shall not be responsible for any loss of or damage to the Hired Goods arising out of or in connection with any negligence, misuse, mishandling of the Hired Goods or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify Protos in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Protos arising out of, or in connection with any failure by the Customer to comply with the terms of this clause 17.
