Armoryze
Be More Secure

BUSINESS TERMS AND CONDITIONS

The Consolidated Terms and Conditions ("**Terms**") apply to all professional services and support ("**Services**") provided by **Armoryze Consultancy Services Ltd** (Armoryze, "The Company"), a company incorporated in England with registration number **07958208** and with its registered offices at **21 Lulworth Close, Harrow, Middlesex, HA29NR** ("**Company")** to any organisation wishing to use the Company's Services ("**Client**").

The Company and the Client are each a "**Party**" and together, the "**Parties**" to these Terms and all the Company's subsidiaries from time to time are included in the definition of the Company and the Services may be supplied by any one or more than one such subsidiary.

The Company will provide the Services to the Client under the Terms and as described in Professional Services Agreement ("**PSA**"), containing a Statement of Work ("**SoW**") which describes the Services to be provided by the Company to the Client. The PSA is issued by the subsidiary company of GRC International Group PLC that is responsible for managing the Company's relationship with the Client and through which are transacted invoicing and payment as set out in the PSA.

The PSA, together with the Terms, forms a binding agreement between the Company and the Client (the "**Agreement**") under which the Services will be provided.

For the avoidance of doubt, section A of the Terms applies to all Services and sections B et seq apply only if the Services described in those section are included within the SoW.

Only those Services identified in the SoW are covered by this Agreement.

Where these Terms and Conditions are used in connection with services purchased under the UK Government G Cloud Framework, the Call Off Contract agreed between the Buyer and Armoryze shall take precedence over these Terms and Conditions in the event of any conflict or inconsistency.

For services purchased under the G Cloud Framework, references in these Terms and Conditions to "Agreement", "Professional Services Agreement", or similar terms shall be interpreted as references to the applicable G Cloud Call Off Contract and associated Statement of Work.

A. GENERAL TERMS

A.1 Engagement

The Client engages the Company and the Company agrees to act for the Client as described in the PSA and on the Terms.

A.2 Term

2.1 The Agreement comes into effect at the time and on the date of its last signature ("**Effective Date**").

2.1.2 Services supplied on a continuing, recurring and/or cyclical subscription basis ("**Subscription Services**") will automatically renew at the end of each period for further periods equivalent in length to the preceding period, unless, at least 28 days prior to the end of the current period, either Party gives the other Party written notice of its intent not to continue the relationship. During any renewal period of an Agreement the Terms shall remain in effect unless modified in writing by the Parties.

2.1.3 Services shall commence on the date set out in the PSA ("**Agreed Start Date**") and continue until completion of the planned work ("**Agreed Completion Date**").

2.2 Unless otherwise agreed in writing, the Agreement itself will (with the exception of clauses A7, A8, A11, and A16) terminate and cease to be valid on the date 6 months after the Agreed Completion Date **("Final Termination Date").**

A.3 Duties

3.1 The Company will:

3.1.1 supply the Services either at the Client's offices or remotely or at such other location(s) as may be stated in the SoW or agreed between the Parties from time to time.

3.1.2 not be responsible for any failure to advise or comment on any matter that falls outside the scope of the Services and service activities as described in the SoW.

3.2 The Client will:

3.2.1 procure that its employees co-operate fully with the Company in relation to the Services;

3.2.2 promptly provide the Company with information and data in a form that it reasonably requests in order to carry out the Services;

3.2.3 provide the Company with appropriate resource and access to relevant information, data, processes or policy and procedure documentation;

3.2.4 provide access to a board member or senior manager to whom issues can be escalated as required.

3.3 The Company shall not be responsible for any failure to advise or comment on any matter that falls outside the scope of the Services and service activities as described in the SOW.

3.4 The Company may provide guidance relating to data protection and privacy compliance as part of the Services. The Client remains responsible for obtaining its own legal advice where required.

3.5 Services are provided solely for the Client's benefit and any specific advice provided in relation to any specific issue or matter within the scope of the Services is restricted to that issue. It may not be used or relied on for any other purposes or by any person other than the Client without the Company's prior written consent.

A.4 Fees

4.1 In consideration of providing the Services, the Company shall invoice the Client, and the Client shall pay the Company the fee set out in the SoW or PSA ("**Agreed Fee**") in accordance with the Agreement. The Company's fees are subject to the addition of applicable VAT or other state or national tax in line with any relevant regulations.

4.2 Any fees that remain unpaid after their due date (as stated in each related invoice), will carry interest of 8% above Bank of England base rate as specified from time to time, and the Client will be liable for any additional reasonable costs that may be necessary to collect the Agreed Fee.

4.3 The Agreed Fee is based on information provided by the Client about its requirements and may be subject to change if the information supplied by the Client proves to be inaccurate or incomplete. The Client shall be notified of any changes in the fee prior to it being incurred.

4.4 Unless the Agreed Fee is stated as being inclusive of expenses, the Company shall be reimbursed in full by the Client in respect of all expenses properly and reasonably incurred by it in connection with the provision of the Services including travel expenses, subject to the production of such receipts as the Client may require, attached to an invoice for the whole amount of the expenses.

4.5 The Agreed Fee includes only those services specifically identified in the SoW. Any additional products or services required by the Client will attract additional fees and any work required in excess of that specified in the SoW will be charged at the Company's normal rates.

4.6 The Company reserves the right to receive payment in full for booked consultancy days where the Client cancels those consultancy days with less than five business days' notice, and to payment of 50%

of the contracted rate where the day is cancelled between five and ten days in advance. In each case, the Company may waive the right to charge for a specific cancellation if the Company is able to deploy the Consultant's time with an alternative Client.

4.7 The Company reserves the right to charge (at cost) for any non-refundable expenses incurred in respect of travel and accommodation arrangements made in line with the SoW for any Services that are cancelled, irrespective of the notice period.

4.8 Where the Agreed Fee in a multi-year agreement has been calculated on the basis of an unchanged scope of service from year to year, and the Client needs for any reason to increase the scope, then the Company will re-calculate the Agreed Fee on the basis of that increase in scope still taking into account the agreed multi-year discount. The Company will invoice the Client on the basis that the re-calculated fee is the new Agreed Fee and the Client will pay any invoices arising on the terms set out in this Agreement.

4.9 The fee to access Subscription Services (the **'Subscription Fees'**) is payable either monthly or annually, as set out in the PSA. Payments for Subscription Services are dealt with as set out in either A.5 or A.6 below.

A.5 Recurring Payment Authority ('RPA') for Online Purchases Only

5.1 A Client purchasing Subscription Services from the Company by means of a payment card agrees to enter into a recurring payment authority ('**RPA**') that authorises the Company to collect recurring payments from the Client until the Client formally cancels the RPA.

5.2 The RPA can be cancelled by the Client by notifying the Company; cancelling the RPA will cancel all access to the relevant Subscription Service at the end of the subscription period for which the Company has received payment. Subject to A.10 below, should the Client cancel the RPA, the full amount of the remaining portion of the Subscription Fees will become due and payable and the Company will automatically invoice and/or collect payment in line with the Client's subscription period for that Service.

5.3 The Client agrees to keep the Client's payment card details current and valid throughout the term of the Agreement and agrees to meet any and all additional costs the Company may incur as a result of the Client's failure to keep those details current.

5.4 The Company will notify the Client at least 28 days in advance of the applicable renewal date of the Client's Subscription Services of any changes in price to those Subscription Services so that the Client can decide whether or not it wishes to give notice and cancel the RPA at its next renewal date.

5.5 On cancellation of an RPA, the Company will cancel access to the Subscription Services and remove any related registrations and benefits with effect from the end of the subscription period for which the Client has paid.

A.6 Credit Purchasing Agreements

6.1 Where the Client's initial Subscription Service purchase is made by means of a purchase order, the Client agrees that subsequent invoices for the recurring deliverables will be paid on the agreed standard credit terms.

6.2 If the Client has applied for and been granted an approved credit account, the Client is authorised to place orders through the Company using a purchase order, as documented in that authorisation. Any purchases made by means of a purchase order will be invoiced in line with the Agreement.

6.3 the Terms will also apply where the Client has purchased a Subscription Service other than through the Company's website.

A.7 Liability

7.1 The Company shall not be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay arises from an event or sequence of events beyond the Company's reasonable control which prevents or delays performance ("Force Majeure"). For the avoidance of doubt, the Client's inability to pay the Company shall not constitute a Force Majeure event.

7.2 The extent of the Parties' liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 7.

7.3 Subject to clauses 7.6 and 7.7, the Company's total liability shall not exceed 100% of the value of the Agreement from which a claim arises.

7.4 Subject to clauses 7.6 and 7.7, the Company shall not be liable for consequential, indirect, or special losses, including any penalties, fines or costs arising from regulatory action of any sort against the Client.

7.4.1 The Client agrees that it alone is responsible for its compliance with the GDPR, UK Data protection Act 2018 and any other relevant legislation or regulation anywhere in the world and, moreover, that the Company shall not be liable for any failure or delay by the Client in meeting its regulatory or legal obligations anywhere in the world.

7.4.2 The Client agrees that it alone is responsible for meeting compliance and other deadlines, for seeking advice in a timely manner, and for following advice provided by the Company. Where the Client refuses or through negligence fails to follow the formal advice provided by the Company under the terms of the Agreement, the Company shall have the right to terminate the Agreement.

7.5 Subject to clauses 7.6 and 7.7, the Company shall not be liable for any of the following (whether direct or indirect):

(i) loss of profit;
(ii) loss or corruption of data;
(iii) loss of use;
(iv) loss of production;
(v) loss of contract;
(vi) loss of opportunity;
(vii) loss of savings, discount, or rebate (whether actual or anticipated);
(viii) harm to reputation or loss of goodwill.

7.6 The limitations of liability set out in clauses 7.2 to 7.5 shall not apply in respect of any indemnities given by either Party under the Agreement.

7.7 Notwithstanding any other provision of the Agreement, the liability of the Parties shall not be limited in any way in respect of the following:

(i) death or personal injury caused by negligence;
(ii) fraud or fraudulent misrepresentation;
(iii) any breach of clauses 8 (subject to 8.1), A11 and A16
(iv) any other losses which cannot be excluded or limited by applicable law.

7.8 In respect of any indemnities given in this Agreement, the Parties agree that each will:

7.8.1 Provide the other with prompt written notice of any claim, action, or demand in relation to that indemnity;

7.8.2 allow the Party that is providing the indemnity (“” **Indemnifying Party**”) to control the defence and all relation negotiations provided that the Party that is benefiting from the indemnity (**“Indemnified Party**”) may participate in such defence at its own expense;

7.8.3 support the other as reasonably necessary in the defence of any such claim, provided that the Indemnifying Party reimburses the other for its reasonable out-of-pocket expenses; and

7.8.4 not settle any claim without the Indemnifying Party’s written, consent, which consent shall not be unreasonably withheld.

8. Intellectual property

8.1 Intellectual Property Rights (“**IPR**”) means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing.

8.2 The Client acknowledges that the Company owns the IPR in the Company’s websites and in the products and Services purchased from the Company and that the use of the websites, or the purchase of products or Services does not provide any licence for the use and/or modification of the Company’s IPR other than in circumstances specifically identified and provided for in relation to the Services.

8.3 The IPR in all the data privacy compliance, cyber security, or other updates (whether text, graphics, designs, guidance notes, or information of any kind) provided by the Company to the Client as a part of the Services, may belong to the Company or to other third parties.

8.4 The Client may distribute internally to the Client any update material to which the Company owns the IPR but is hereby notified that any third-party material may have different copyright restrictions and that the Client is solely responsible for complying with any restrictions in respect of such third-party material.

8.5 The Company shall indemnify the Client from and against any losses, damages, liability, costs, and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use of the Service deliverables infringes the IPR of any third party (“**IPR Claim**”), provided that Company shall have no such liability if the Client:

8.5.1 does not notify the Company in writing setting out full details of any IPR claim of which it has notice as soon as is reasonably possible;

8.5.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Company;

8.5.3 does not let the Company, at its request and own expense, have the conduct of or settle all negotiations and litigation arising from the IPR Claim;

8.5.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;

8.5.5 does not, at the Company's request, provide the Company with all reasonable assistance in relation to the IPR Claim (at the Client's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors, or agents of the Client.

8.6 If any IPR Claim is made or is reasonably likely to be made, Company may, at its option:

8.6.1 procure for the Client the right to continue receiving the benefit of the Services; or

8.6.2 modify or replace the infringing part of the Service deliverables so as to avoid the infringement or alleged infringement.

8.7 The Company's obligations under the clauses 8.5 and 8.6 above shall not apply to products or Services modified or used by the Client other than in accordance with the Agreement and/or the Company's instructions. The Client shall indemnify Company against all losses, damages, liability, costs, and expenses (including reasonable legal fees) incurred by the Company in connection with any claim arising from such modification or use.

8.8 The Client agrees that the Services and related service activities are provided by the Company, and not by any employees or associates of the Company, and that the liability of the Company in respect of the Services is limited to the Company. The Client agrees that it will under no circumstances seek to bring any form of action, legal or otherwise, against any employee or associate of the Company in relation to the Agreement.

A.9 Non-solicitation

The Client and the Company hereby undertake to each other that for the period of 12 months following termination of the Agreement neither of them will either directly or by an agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his or her employment or an associate or contractor of any sort to breach the terms of his or her contract with the Client or the Company as the case may be.

A.10 Termination

10.1 The Client shall be entitled to terminate the Agreement with immediate effect and without any payment in lieu of notice by giving notice in writing to the Company if, after a 15 day written notice to the Company to remedy a material or persistent breach of any of the terms or conditions of the Agreement or if the Company wilfully neglects or refuses to carry out any of the duties, or if the Company has failed to remedy the material or persistent breach of any of the terms or conditions of the Agreement or continues to wilfully neglect or refuse to carry out any of the duties as set out in that notice.

10.2 The Company may terminate the Agreement on immediate written notice if the Client is:

10.2.1 in material breach of its obligations as set out in 3.1 above and, after a 15-day notice to remedy such breach, has failed to do so;

10.2.2 is subject to any action in connection with bankruptcy, insolvency, liquidation and administration or any other similar arrangements with creditors including but not limited to entering into (or being about to enter into) a voluntary arrangement with a creditor or applying for an interim order.

10.2.3 If the Company terminates the Agreement under the provisions of this clause 10, or of clause 7.1 or 9, it shall be under no obligation to make any refund of fees already paid under the Agreement.

10.3 The Company shall be entitled to terminate this Agreement immediately if the Client fails to pay any sum due within 30 days of the date of submission of an invoice properly submitted in line with the Terms.

10.4 Upon termination of the Agreement, the Company shall not represent itself as being engaged by or connected with the Client or any subsidiary company.

10.5 Subject to cause 10,1 If, for any reason, the Company terminates under clause 10.2 hereof then, in addition to any other claims the Company has under law, the Client will forfeit any payments made or time purchased and shall be liable for the full payment of any Subscription Service purchased.

10.6 if the Client terminates the Agreement in advance of the Agreed Completion Date or Final Termination Date, the Client agrees to pay by way of early termination fee the difference between any discounted prices included in the PSA and the Company's published list price for the Services at the point they were delivered.

10.7 The Client cannot exercise any termination rights under the Agreement until all related invoices have been settled.

10.8 Immediately on termination or expiry of the Agreement (for any reason), the access rights granted to the Client under the Agreement shall terminate and the Client shall (and shall procure that each authorised user shall) stop using the Client Services.

10.9 Suspension of service

10.9.1 The Company may, at its sole discretion, suspend any or all services if:

(i) the Client fails to comply with its obligations under the Agreement;

(ii) such suspension is in accordance with an order, instruction or request of government, an emergency service organisation or other competent administrative authority;

(iii) the Client files for bankruptcy or reorganisation or fail to discharge an involuntary petition therefor within 60 days after filing; or

(iv) the Client consumes the Service in an amount that materially exceeds its credit limit and has not provided additional security for payment that is, in the Company's reasonable discretion, sufficient.

A.11 Confidentiality

11.1 "**Confidential**" means the information pertaining to either the Company or the Client, which is communicated in confidence between the Company and the Client that is not in or has not entered the public domain and is not generally available to the public;

"**Confidential Information**" means all information which may be imparted or in any way made available in confidence or be of a confidential nature relating to the business or prospective business, current or projected plans or internal affairs of either the Company or the Client and in particular but not limited to all Computer Know-how, Commercial Know-how, trade secrets, unpublished information relating to any of the Company's or the Client's intellectual property and any other confidential commercial, financial or technical information relating to the business or prospective business of the Company or the Client or to any customer or potential customer, associate or potential associate or supplier or potential supplier, officer or employee of the Company or the Client or to any member or person interested in the share capital of the Company or the Client and any such information of a third party which the Company or the Client is obligated to keep confidential.

"**Commercial Know-how**" means all confidential information, other than Computer Know-how, relating either to the Company or the Client and the prospects, markets, marketing, sales, finance, pricing, customers, distribution, suppliers, employees, consultants and policies of the Company or the Client.

"**Computer Know-how**" means all confidential information relating to the Company or the Client not at present in the public domain (including information contained in or arising from research, designs, flow charts, expressions, methodology, logic flows, specifications, drawings, manuals, lists and instructions in whatever form held) relating to computer hardware and software or that content including:

(a) operating and applications software, including graphics, windows, and hypermedia;

(b) menu structures, macro facilities, programming languages and tools, software interfaces, and source code;

(c) the design, development, selection, procurement, construction, installation, use, repair, service, or maintenance of any software;

(d) the Company's or Client's current or future range of software of any description;

(e) the supply or storage of computer software or components thereof;

(f) quality control, testing or certification; and

(g) any media assets including but not limited to video, text, audio material, photographs, graphics, animation, artwork, scripts, story boards, treatments, synopses, and any other preparatory and development materials.

11.2 The Company will not either during the period of the Agreement (other than in the proper course of its duties and for the benefit of the Client) or after the Agreement has ended for any reason whatsoever:

(a) use, disclose or communicate to any person any Confidential Information which it will have come to know, or have received or obtained at any time (before or after the date of the Agreement) by reason of or in connection with the Agreement with the Client; or

(b) copy or reproduce in any form or by or on any media or device or allow others to copy or reproduce Confidential Information whether or not in documentary form ("**Documents**") containing or referring to Confidential Information.

11.3 The Client shall, and shall procure that all its directors, officers, employees, partners and associates shall keep secret and confidential at all times all information relating to the tools, processes and methods used by the Company in the course of the Agreement, and agrees that these tools, processes and methods are subject to the laws of copyright and are owned by or licenced to the Company, and that they may not be copied, shared, forwarded or in any way made available to any other Party save during the period of the Agreement and for the express purposes of providing the Services.

A.12 Co-marketing and External Communications

The Parties agree that, where both consider it appropriate, and where reasonably requested by the other, they will co-operate in relevant public relations and co-marketing activities.

A.13 Notices

13.1 Any notice required or permitted to be given or served under the Agreement shall be in writing and may be served by either Party by personal service or by post addressed to the other Party's registered office for the time being.

13.2 Any such notice shall be deemed to have been served, if delivered, at the time of delivery; or, if posted, at the expiry of 48 hours after posting.

A.14 Waivers and Remedies

14.1 The rights of each Party under the Agreement may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.

14.2 No waiver of any of the provisions of the Agreement shall be effective unless it is expressly stated to be such in writing and signed by all Parties.

14.3 Any delay in the exercise or non-exercise of any right is not a waiver of that right.

14.4 Any remedy or right conferred upon the Parties for breach of the Agreement shall be in addition to and without prejudice to all other rights and remedies available to them.

A.15 Independent Contractors

The Company and the Client are independent contractors, and neither shall hold itself out to be, nor shall anything in the Agreement be construed to constitute either Party as the agent, representative, employee, partner, or joint venture partner of the other. Neither Party may bind or obligate the other without the other Party's prior written consent.

A.16 Data Protection

16.1 The terms controller, processor, personal data, data subject request, personal data breach, processing (including process, processed, processing and processes) and supervisory authority when used in the Agreement, have the meaning given to them in in the General Data Protection Regulation (2016/679) of the European Parliament and of the Council and the UK Data Protection Act 2018; references to statutory provisions shall be construed as references to those provisions as respectively replaced or amended or re-enacted from time to time.

16.2 Where the Company has a legitimate interest, in the context of the Agreement, in processing the personal data of the Client's employees, associates, suppliers, customers and/or partners, it will do so as a Joint Controller with the Client, as set out in the Company's Privacy Notice.

16.3 Each Party shall comply with data protection law in connection with the exercise and performance of its respective rights and obligations under the Agreement.

16.4 The Company will retain personal data in line with its contractual, statutory, or accounting obligations as set out from time to time in its retention policy.

16.5 The Client shall ensure that the personal data it shares with the Company s accurate and up to date.

16.6 The Client agrees that it is solely responsible for informing its staff, associates, suppliers, customers and/or partners that their personal data is being shared with the Company. The Client agrees that, in respect of this personal data, it will act as the point of initiation for any data subject request including a data subject access request ("**DSAR**") and the Company undertakes to provide reasonable assistance to the Client in responding to any data subject request.

16.7 The Company agrees that, in respect of any personal data breach in relation to personal data shared under this clause, it will be responsible for liaising where necessary with the supervisory authorities.

16.8 The Company will protect personal data in line with its obligations under applicable data protection law.

16.9 The Company will not:

a) Transfer any Client personal data (or personal data relating to customers of the Client) to any country outside the EEA or to any international organisation (as defined in the GDPR) without ensuring that there are appropriate safeguards in place and that the transfer is made in accordance with the GDPR.

b) Use any Client personal data (or personal data relating to customers of the Client) for marketing purposes, without the Client's express consent.

A.17 Anti-Bribery

17.1 Bribery Laws means the Bribery Act 2010 and all other applicable UK legislation, regulations, and codes in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.

17.2 The Company and the Client shall comply with all applicable Bribery Laws, including ensuring that both have in place adequate procedures to ensure compliance with the Bribery Laws and any Internal Bribery Policies relating to prevention of bribery and corruption (as updated from time to time), and each shall ensure that (i) all of that party's personnel; (ii) all others associated with that party, and (iii)all of that party's sub-contractors, involved in performing the services or with this Agreement so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

17.3 Without limitation to the above sub-clause, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

A.18 Certification Success Guarantee

Where the objective of a Project, as expressly set out in the applicable Call-Off Contract and associated Statement of Work, is to support the Client in preparing for an independent, accredited certification audit of a standards-based management system, the Company may agree a certification success guarantee for that specific Project.
Any such certification success guarantee shall apply only where explicitly stated in the Call-Off Contract and Statement of Work and shall be subject to the Client fully implementing all agreed actions, controls, and improvements identified by the Company as necessary during the Project.
Where a certification success guarantee is agreed and a major nonconformity is raised at the initial certification audit conducted by an accredited certification body, the Company shall, at its own cost, provide reasonable support to assist the Client in addressing that major nonconformity, limited to the scope and activities defined in the applicable Statement of Work.
For the avoidance of doubt, this clause does not apply unless expressly agreed in writing, does not guarantee certification where Client actions are incomplete or inaccurate, and does not extend to certification decisions made by third-party certification bodies.

A.19 Severability

If any provision of the Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the illegal or unenforceable provision eliminated.

A.20 Representations

The Company warrants and represents to the Client that it is under no obligation, covenant or restriction which would or might operate to prevent or restrict the Company from performing the obligations under the

Agreement, or which may give rise to any conflict of interest between the Company and the Client or any subsidiary company of the Client.

A.21 Entire Agreement

The Agreement (which for the avoidance of doubt includes the PSA, these Consolidated Terms and Conditions including any applicable service-specific terms) constitutes the entire understanding and agreement between the Parties relating to the subject matter of the Agreement and supersedes any previous agreement between the Parties.

A.22 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales without application of conflicts of laws that would otherwise apply the substantive law of any other jurisdiction, and the Parties submit to the exclusive jurisdiction of the English courts.

A.23 General

23.1 Capitalised words and phrases not defined herein shall have the same definitions as in the General Data Protection Regulation (2016/679) of the European Parliament and of the Council and the UK Data Protection Act 2018. references to statutory provisions shall be construed as references to those provisions as respectively replaced or amended or re-enacted from time to time.

23.2 In the Agreement a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept, or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction/

23.3 In the Agreement references to any statutory provisions shall be construed as references to those provisions as respectively replaced or amended or re-enacted from time to time.

23.4 The Client may not assign, subcontract, or encumber any right or obligation under the Agreement, in whole or in part, without the Company's prior written consent.

23.5 No variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

23.6 Nothing in this Agreement should be construed as conferring rights to any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Additional service-specific terms

While the clauses above apply to all Agreements, the additional sections below apply only if those specific services are included within the SoW.

The additional service-specific terms, set out below, are for:

B. PCI DSS CONSULTANCY AND QSA SERVICES
C. PENETRATION TESTING AND VULNERABILITY SCANNING
D. CYBER ESSENTIALS CERTIFICATION
E. COMPLIANCE-AS-A-SERVICE
F. OTHER PRODUCTS AND SERVICES

B. PCI DSS CONSULTANCY AND QSA SERVICES: SPECIFIC TERMS

B.1 The Terms in this section B are in addition to those in section A and apply only to Agreements that cover the provision of consultancy or Qualified Security Assessor ("QSA") services in respect of the Payment Card Industry Data Security Standard ("PCI DSS").

B.2 The Company will only conduct assessments to determine a Client's compliance with the PCI DSS in line with the QSA Validation Requirements and the PCI DSS Security Audit Procedures as made available from time to time by the Payment Card Industry Security Standards Council ("PCI SSC").

B.3 Any Report on Compliance ("RoC") that the Company may make will contain an attestation that we have carried out the PCI DSS Security Audit Procedures without deviation, and that at the time of audit did not identify any conditions of non-compliance with the PCI DSS other than those noted in the RoC.

B.4 The Client agrees that the Company may disclose any RoC, Attestation of Compliance, and other related information to the PCI SSC and/or to relevant financial institutions, acquiring banks and to relevant government, regulatory and law enforcement bodies.

B.5 If, for any reason, the Company's appointment as a QSA is terminated, the Company may, on giving 15 days' prior written notice, terminate any aspect of the Agreement that is related to the provision of QSA services.

B.6 Further Limitation of Liability: In addition to the limitations contained in Clause A.7 above and its subclauses, the Company accepts no liability for any information security breaches, or theft or compromise of cardholder data, or any other breach of the Client's cardholder data environment that arises from matters that were not directly and clearly disclosed to the Company during the course of its engagement, and/or that in any way arise from changes, whether to the cardholder data environment or in the cardholder security environment generally, which arise after completion of that phase of the Company's work during which we might have been in a position to identify the specific issue if the Company had been given adequate information.

C. PENETRATION TESTING AND VULNERABILITY SCANNING: SPECIFIC TERMS

C.1 The Terms in this section C are in addition to those in section A and apply only to Agreements that cover the provision of penetration testing, vulnerability assessment and/or social engineering services.

C.2 Penetration testing, vulnerability assessments and security testing services will be limited to conducting an agreed set of tests on the devices, systems, infrastructure, applications and/or sites that are identified under the heading Statement of Work within the Agreement.

C.3 The Company's penetration testing methodology is in line with the guidance of OSSTMM and OWASP and testing is a combination of automated and manual testing, with manual testing designed to exploit any vulnerabilities identified by the automated testing. All tests look for exploitable vulnerabilities within the identified scope. Penetration tests do not include a review of the actual code of any website applications.

C.3 All other tests and systems are out of scope and will not be tested without a signed amendment to the Agreement.

C.4 Test IP Address: The Company's testing is carried out from a dedicated penetration testing network, and the Company will supply the Client with the relevant IP address so that the Client can add it to any IPS/IDS or filtering system to allow testing to be completed. Log files may record ping sweeps and port sweeps from the Company's test IP address in addition to other activity that may be suspicious to any SEM or SIEM deployed on the systems and applications under test.

C.5 The Company's testers will take care not to cause Denial of Service (DOS) conditions or anything that would affect the performance of the systems under test, except where permitted by and agreed with the Client.

C.6 The Company's testers will take care not to perform testing that will result in breaking any of the devices they identify nor will they attempt to exploit any vulnerability where they think that doing so may cause damage, nor will they intentionally damage any information or information systems during testing.

C.7 The Company's testers will immediately report any critical risk vulnerability that they might identify to the Client contact.

C.8 The Company will require explicit authorisation to proceed from the Client and from any additional parties involved in hosting the infrastructure or application that is in scope before the start of any test work.

C.9 Logs are kept of the actions taken during a test and, in line with the Company's data retention procedure, these are retained, along with all other Client files, for six years and are then destroyed. Client files will be encrypted, classified as restricted to the testing consultant and to senior management of the Company, stored on a restricted network drive, and will be backed up in their encrypted form to the Company's mirrored, secure off-site backup environment. Within the overall context of the Company's ISO27001 certification, these controls directly protect the Client's data from disclosure, damage, and information leakage.

C.10 The Company will not:

(a) disclose test results or related information to third parties without the Client's prior permission, unless otherwise required by law;

(b) allow anyone, other than on a need-to-know basis, access to the Client's test information;

(c) exchange information in relation to the tests and test results other than by using encrypted email.

C.11 The Client will identify and disclose to the Company any third parties that may conceivably be affected by the Company's testing activities in relation to this Project, and any damages and/or loss of service caused by the Client's failure to identify and/or disclose such third parties shall remain the sole responsibility of the Client and the Client therefore indemnifies the Company against all and any costs or damages howsoever arising from such activities. The Client's authorisation to commence testing activities is deemed to include confirmation that any relevant Client-internal or external parties have been appropriately notified and that all necessary permissions from such parties for the Company to commence testing have been provided to the Company.

C.12 The Company 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 the Company. The Client accepts 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 therefore agrees that it will not, now or in the future, hold the Company to account for any such matters.

C.13 The Company shall accept no liability for damages caused to the Client by any automated or non-automated attacks on the Client's internet-facing infrastructure or its applications, irrespective of whether or not the Company's security testing activity carried out under this Agreement did, did not, or could have but did not, identify any vulnerability exploited or which might in future be exploited by any such attack.

C.14 The Company will identify vulnerabilities that its testing has exposed; wherever possible, it 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 Client's responsibility to formally identify and deploy an appropriate solution to the vulnerabilities identified by the Company's security testing.

D. CYBER ESSENTIALS CERTIFICATION: SPECIFIC TERMS

D.1 The Terms in this section D are in addition to those in section A and apply only to Agreements that cover the provision of Cyber Essentials certification assessment and related scanning services. Clients should also read the terms contained in Section C on Penetration Testing as these are applicable for Cyber Essentials Plus certification services.

D.2 The Client is required to complete and submit the completed Cyber Essentials Self-Assessment Questionnaire (SAQ) on the Armoryze-branded IASME portal ('Cyber Essentials Portal') within 6 months of purchasing the Services. Any applications not completed within that period will be marked as void and the Client's application will automatically be archived; in these circumstances, the Company cannot issue a refund and the Client agrees that it will not be entitled to any refund of or reduction in the Agreed Fee.

D.3 The Company's Cyber Essentials Certification Guarantee is based on the Client meeting all the required controls. All the Company's Cyber Essentials packages include a pre-check of the Client's self-assessment answers by one of the Company's security experts prior to submission, to ensure all compliance requirements have been addressed. If the Client submits its application without this pre-check, and without having followed the Company's guidance as to the steps necessary to comply with the requirements, this Certification Guarantee is invalidated.

D.4 The Company will provide these Services in accordance with the requirements of the IASME consortium, who are the National Cyber Security Centre's (NCSC's) Cyber Essentials Partner for the delivery of the Cyber Essentials Scheme and the Company shall have no liability to its Clients outside the scope of those requirements. 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 price increases, which shall be passed on to the Client.

D.5 If the Client is not successful in its first submission for Cyber Essentials, the Company will provide details of required actions. If the Client is not successful on its second submission, it will be required to wait one month before reattempting and will have to pay in full the cost of a new application. The delay between the first "fail" notification and a resubmission should not exceed two working days.

D.6 Before applying for Cyber Essentials Plus certification the Client must confirm that it holds a Cyber Essentials certificate achieved through an IASME Consortium licenced certification body within the 3 month period prior to application.

D.7 The Client will need to complete the Cyber Essentials Plus audit within 3 months of achieving its most recent basic level Cyber Essentials certification. If the Cyber Essentials Plus application is unsuccessful, the Client's Cyber Essentials certificate may be revoked.

D.8 For Cyber Essentials Plus applications, all scans including the internal and external vulnerability scans must be completed and passed within one month of the workstation assessment/technical audit, including time to allow review by the Company (in its capacity as the certification body).

D.9 If FOR ANY REASON you do not meet the deadlines outlined in the Terms, then the Company shall be under no obligation to provide the Services nor to refund any part of the Agreed Fee. Conversely, if the Company is required to do any additional work to help the Client complete its application, the Company may make additional charges for that work.

D.10 For Cyber Essentials Plus applications, the Client's explicit authorisation is required, as well as that from any additional parties involved in hosting any infrastructure or application that is in scope, before the start of any tests; this should be submitted in writing alongside the list of scan targets/IPs.

D.11 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, should be stipulated at the time of submitting the testing request. Any surcharges incurred for any out-of-hours testing will be agreed in advance and billed separately.

D.12 If the Client fails any of the Cyber Essentials Plus testing performed as part of the overall engagement, we will provide you with details of further tests required. The delay between the original assessment and retest should not exceed one month, including completion of the application and time to allow review by the Company (in its capacity as the certification body). These tests will be billed separately.

D.13 Where the Company is required to provide on-site consultancy or testing at a customer site within or outside of the mainland United Kingdom, travel time and costs, accommodation and subsistence expenses may be chargeable. These expenses will be billed separately.

D.14 The Clients Services product cannot be downgraded to an alternative package and, should the Client decide not to complete its application, it will not be entitled to a refund.

D.15 When a UK-domiciled Client with a turnover under £20m achieves self-assessed certification covering its whole organisation to the basic level of Cyber Essentials, it is entitled to Cyber Liability Insurance. (Terms apply.) The cover is underwritten by AXA XL, a division of AXA, and administered via Sutcliffe & Co Insurance Brokers. This Cyber Liability Insurance does not form part of the Agreement. Please visit https://iasme.co.uk/cyber-essentials/cyber-liability-insurance/

D.16 Unless otherwise agreed, the Company reserves the right to list the Client's name and/or logo on the Company's website as evidence that certification has been achieved.

E. COMPLIANCE-AS-A-SERVICE: SPECIFIC TERMS

E.1 The terms in this section G are in addition to those in section A and apply only to Agreements that cover the provision of data protection officer ("DPO") services and privacy services.

E.2 Scope of Work

E.2.1 The Client agrees that it will be solely responsible for obtaining appropriate legal advice on any matters on which it needs legal advice and that it will be solely responsible for agreeing and settling any legal fees arising in respect of that advice.

E.2.2 The Company relies on the Client to ensure that all directors and authorised officers of the Client fully understand these Terms and that any instructions or questions from such directors, officers any other individuals are authorised by the Client on the Terms.

E.2.3 The Client agrees to provide the Company with appropriate resources and access to relevant data and processes in order for the Company to provide the Services.

E.2.4 The Client shall make available a Board Member to whom the Company can report in respect of the Services.

E.3 Liability

E.3.1 This section is subject to and in addition to the terms set out in section A.7

E.3.2 The Client agrees that Client alone is responsible for its compliance with the EU GDPR and any other relevant laws and regulations, not limited to those relating to personal data.

E.3.3 The Client agrees that the Services are provided by the Company, and not by any employees of the Company, and that the liability of the Company in respect of the services is limited to the Company. The Client agrees that it will under no circumstances seek to bring any form of action, legal or otherwise, against any employee of the Company in relation to the Services.

E.3.4 The Company shall not be liable for any delay in providing advice or guidance within the scope of the Services where this is caused by circumstances beyond its reasonable control.

E.3.5 The Company shall not be liable for failure or delay in performance by the Client in respect of advice, guidance or instructions given within the scope of the Services where due to causes beyond our reasonable control. Where the Services require the Company to deal with third parties on behalf of the Client, the Company does not accept any liability in relation to such third parties.

E.3.6 If there are other advisers or third parties involved in any matter on which the Company is also engaged, the extent to which any loss or damage will be recoverable by the Client from the Company will be limited, without prejudice, in proportion to the overall fault for such loss or damage or as agreed in advance with the other parties. If the Company's ability to claim a contribution to its costs under these circumstances from a third party is prejudiced by any limitation of liability agreed by the Client with that third party, the Company shall not be liable to the Client for any amount that the Company would have been able to recover from that third party but for that limitation of liability.

E.3.7 In respect of obtaining advice on any issue that is within scope of the Services, it is the responsibility of the Client to engage with the Company in a timely manner. The Company shall not be held liable for any delay in the Client engaging the Services and any associated delay in the Company delivering the Services.

E.3.8 It is the responsibility of the Client to follow the advice provided by the Company within the scope of the Services. Should the Client not follow the advice provided by the Company, the Company shall not be held liable for any consequences, financial or otherwise, experienced by the Client as a result. If the Client fails to follow any advice provided by the Company within the scope of the

Services, the Company shall be entitled to terminate this Agreement with immediate effect and without any obligation to make any refund of any fees already paid under the Agreement

E.3.9 Unless otherwise agreed in writing the Company is not responsible for reminding the Client of key dates or other time-sensitive actions or information.

E.4 People responsible for delivering on behalf of the Company

E.4.1 The Company undertakes to ensure that those of its employees who are deployed to provide the Services have the necessary skills, knowledge, and experience. The Client agrees that the Company alone will determine what skills, knowledge and experience are necessary in relation to the Services.

E.4.2 The Services will be carried out by a team of employees of the Company and the contact details for the team will be provided in the Agreement.

E.4.3 The Company will identify a lead manager within the team who has ultimate responsibility within the Company for delivery of the Services to the Client. If the Company changes the lead manager for any reason the Company will notify the Client as quickly as possible.

E.5 Processes and Procedures

E.5.1 GDPR and the UK DPA 2018 advice & guidance, including helpline

E.5.1.1 The Company will provide email and telephone advice only to nominated contacts of the Client, such nominations to be made in writing.

E.5.1.4 The Company will record and track all requests for advice or guidance or other types of calls received by the Client. A quarterly report will be generated by the Company and sent to the nominated contacts at the Client. This report will also record the trends in terms of the categories of requests, highlighting root causes of issues raised and potential organisational issues.

E.5.2 Review of GDPR and the UK DPA 2018 policies

E.5.2.1 The Client will provide the Company with copies of all its policies and procedures that relate to data protection and compliance with EU data protection legislation.

E.5.2.2 The Company will review all documents provided in relation to their compliance with applicable laws and regulations. The Company will provide written feedback to the Client, highlighting areas for improvement, as soon as possible.

E.5.3 GDPR and the UK DPA 2018 e-learning modules

E.5.3.1 Not applicable

E.5.4 GDPR and the UK DPA 2018 audit

E.5.4.1 The Company will allocate an appropriate consultant(s) to carry out privacy audits as may be required for the Services.

E.5.4.2 Such audits will be scoped and planned in consultation with the Client. For the avoidance of doubt, audits will not be conducted by the lead manager.

E.5.4.3 Audit reports, with recommendations for improvement or otherwise, will be provided to the Client after completing the data gathering phase of the audit and after undergoing any necessary further review.

G.5.5 GDPR and the UK DPA 2018 updates

E.5.5.1 The Company will provide the Client's nominated contacts with regular updates on issues critical to data protection compliance.

E.5.5.2 The copyright in all the updates (whether text, graphics, designs, guidance notes, or information of any kind) may belong to the Company or to other third parties.

E.5.5.3 The Client may distribute internally to the Client any update material to which the Company owns the copyright but is hereby notified that any third party material may have different copyright restrictions and that the Client is solely responsible for complying with any restrictions in respect of such third party material.

E.6 Availability of Services

E.6.1 Unless otherwise agreed between the Parties, the Company will provide the Services between the hours of 09:00am and 17:00pm in the United Kingdom, on a day, other than a Saturday, Sunday, or bank holiday, on which clearing banks are open for non-automated commercial business in the City of London.

E.6.1.1 Calls received outside of the standard hours of service will go through to an answerphone service and will not be accessed by the Company until the next working day.

E.6.1.2 Emails received outside of the standard hours of service will be received by the Company's server, but no action will be taken by the Company until the next working day.

F. OTHER PRODUCTS AND SERVICES

The PSA and SoW may identify products and services that are to be provided as part of the Agreement but for which specific terms and conditions of supply are not included in this Agreement. In all such cases, the terms and conditions that are published on the websites of the organisations that own the supplied products and services will apply.