

Cloud Assurance Service

G-Cloud 15 – Terms and Conditions

Version: 1.0

Date: 7th January 2026

Terms of Business**1. Application**

- 1.1 These Terms of Business shall apply to the order form and call-off agreement (the “call off”) for the services the Buyer ordered CyRisk to provide under the Cloud Services Lot of the G-Cloud 15 Framework agreement. These terms together with the call off form the agreement between the Buyer and CyRisk.

2. Services

- 2.1 CyRisk will perform the services and provide the deliverables as specified in the call off. The Buyer confirms that the scope is sufficient for the Buyers purpose. The services (including deliverables) are provided solely for the project set out in the call off.
- 2.2 CyRisk and the Buyer agree to perform their respective obligations under the agreement in accordance with the implementation plan set out in the call off. CyRisk will not be liable for any failure to meet any dates or timings set out in the implementation plan unless CyRisk fails to use reasonable endeavors to do so.
- 2.3 The Buyer may not disclose any deliverable or make the benefit of any services available, to anyone else or refer to findings of CyRisk work, except (i) as stated in the call off; (ii) with our prior written consent on terms to be agreed or (iii) to your lawyers or where required by law or regulation.
- 2.4 CyRisk will appoint an assignment lead and the Buyer will appoint a buyer representative as specified in the call off. The buyer representative shall co-operate with the project manager and shall attend meetings scheduled by the assignment lead at reasonable intervals and assist CyRisk with the performance of the services. The Buyer agrees that they shall be bound by the decisions, acts and omissions of their buyer representative.
- 2.5 CyRisk and the Buyer agree to comply with the project management responsibilities set out in the call off.
- 2.6 In performing the services CyRisk will not be deemed to have information from other services.
- 2.7 During the Term, CyRisk may work for or be involved in any other business or undertaking as long as doing this does not create a conflict of interest or interfere with the Services.

3. Buyer responsibilities

- 3.1 In order for CyRisk to advise the Buyer properly the Buyer will make sure (i) any information required by CyRisk, is provided by the Buyer or a party acting on behalf of the Buyer, and that all information supplied is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. CyRisk will not verify information provided by the Buyer unless specifically stated in the call off.
- 3.2 CyRisk performance depends on the Buyer performing their obligations under the agreement. CyRisk are not liable for any loss arising from the Buyer not fulfilling their obligations.

4. Fees and Expenses

- 4.1 The Buyer agrees to pay CyRisk for our services in the manner set out in the call off. Unless otherwise expressly specified in the call off, any estimate CyRisk provides is not binding.
- 4.2 The Buyer will pay any reasonable expenses that CyRisk incur in connection with the services as set out in the agreement.
- 4.3 The Buyer will also pay any taxes, including VAT, that are due in relation to CyRisk services and deliverables. The Buyer will pay CyRisk the full amount of any invoice, regardless of any deduction that you are required to make by law.

5. Termination

- 5.1 Either party to this Agreement may terminate with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - b) the other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 5.2 Without affecting any other right or remedy available to it, CyRisk may terminate this Agreement with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Agreement on the due date for payment.

6. Consequences of termination

- 6.1 On termination of this Agreement:
- a) the Buyer shall immediately pay to CyRisk all of CyRisk's outstanding invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, CyRisk may submit an invoice, which shall be payable immediately on receipt;
 - b) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

7. Confidentiality

- 7.1 Each party may be given access to confidential information from the other party in order to perform its obligations under this Agreement. A party's confidential information shall not be deemed to include information that:
- a) is or becomes publicly known other than through any act or omission of the receiving party;
 - b) was in the other party's lawful possession before the disclosure;
 - c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - d) is independently developed by the other party, which independent development can be shown by written evidence.
- 7.2 Subject to clause 8.3, each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of this Agreement.
- 7.3 A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

8. Buyer Data

- 8.1 As between the Parties, the Buyer shall own all right, title and interest in and to all of the Buyer Data.
- 8.2 The Buyer grants CyRisk an irrevocable, unlimited, and royalty-free license to use the Buyer Data provided to CyRisk for the purposes of delivering the Services.
- 8.3 Each party warrants that for the purposes of this Agreement it:
 - 8.3.1 Shall comply with the provisions of the Data Protection Legislation, including without limitation that it:
 - a) shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in the Data Protection Legislation) or otherwise in accordance with the Data Protection Legislation;
 - b) shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;
 - c) shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall take all reasonable steps to ensure the reliability of its personnel who have access to such Personal Data and to impose obligations of confidentiality upon such personnel and to ensure that such personnel are aware of their responsibilities under the Data Protection Legislation;
 - d) shall not transfer Personal Data outside the UK save in accordance with the Data Protection Legislation;
 - e) shall comply with any request or notice it receives from a data subject in its capacity as a data controller;
 - 8.3.2 shall upon request provide such assistance as is reasonably necessary to the other party to enable that party to comply with its obligations as a data controller (as defined in the Data Protection Legislation);
 - 8.3.3 shall inform the other party as soon as reasonably practicable of the discovery of any actual or suspected data-breach relating to the Processing of Personal Data in connection with this Agreement;
 - 8.3.4 shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any regulatory body in connection with its compliance with the Data Protection Legislation in connection with this Agreement;
 - 8.3.5 shall, except to the extent prohibited by applicable law, consult the other party in good faith as to the timing, manner and content of any response to a complaint from a data subject or approach by any Regulatory Body in connection with compliance with the Data Protection Legislation in connection with this Agreement.
- 8.5 The Parties will act as independent Data Controller and are responsible for their own processing of personal data. The Parties will comply with applicable data privacy laws.

9 Insurance

- 9.1 CyRisk will maintain adequate and sufficient insurance to cover CyRisk obligations under the agreement in respect of (i) employers liability insurance; (ii) public liability insurance; and (iii) professional liability insurance. CyRisk will on request provide evidence confirming the existence of such insurance

10 Warranties

- 10.1 CyRisk represents and warrants that CyRisk will perform the services and produce deliverables with reasonable skill and care. CyRisk do not warrant or represent that any deliverable will be free from minor errors or will result in the Buyer being compliant with laws, rules or regulations of any government or regulatory authority.
- 10.2 The Buyer will notify CyRisk in writing within 30 days of performance or delivery if the Buyer considered that any of the services or deliverables do not meet the standard at clause 10.1 above specifying all relevant information reasonably necessary for CyRisk to identify the issue. If CyRisk agrees that the required standard has not been met we will at our option, either (i) reperform the applicable service and/or deliverables at our expense; or (ii) refund the fees paid for specific non-conforming services and/or deliverables. This is the sole and exclusive remedy for a CyRisk breach of the warranty at clause 10.1. Where CyRisk have met the required standard, any re-performance will be subject to additional fees.

11 Liability

- 11.1 The total liability of CyRisk under the Agreement is capped at 100% of the total amount paid under the Agreement by the Buyer, however it may arise, including for:
- a) the acts or omissions of CyRisk;
 - b) any representation, statement or negligent act or omission affecting the Agreement.
- 11.2 No party will be liable to any other party under the Agreement (except where required by law) for any:
- a) special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - b) loss or corruption of any data, information, database or software;
 - c) loss of profits;
 - d) loss of business; or
 - e) depletion of goodwill and/or similar losses.
- 11.2 Nothing in this Agreement:
- a) limits or excludes the liability of a party for death or personal injury caused by the negligence of that party;
 - b) limits or excludes the liability of a party for fraud or fraudulent misrepresentation; or
 - c) limits or excludes the liability of any party in any way that is not permitted under applicable law.
- 11.4 All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement unless otherwise stated in this Agreement, to the fullest extent permitted by law.

12 Materials

- 12.1 CyRisk may retain copies of all materials relevant to the services, including any materials supplied by the buyer or on behalf of the buyer.
- 12.2 CyRisk do not release materials which belong to CyRisk (including working papers) unless otherwise agreed in writing.

13 Intellectual Property

- 13.1 All Intellectual Property Rights in or arising out of the Services and/or Deliverables (excluding the Buyer Materials) shall be owned by CyRisk.
- 13.2 The Buyer shall use its best endeavors to procure that any necessary third party shall promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to clause 12.1.
- 13.3 In relation to the Deliverables:

- 13.3.1 the CyRisk and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables; and
- 13.3.2 CyRisk and its licensors shall retain ownership of all Intellectual Property Rights in the tools, techniques and templates used in the creation of Deliverables; and
- 13.3.3 CyRisk grants the Buyer or shall procure the direct grant to the Buyer of, a worldwide, non-exclusive, non-sublicensable, royalty-free licence to copy the tools, techniques and templates used in the creation of Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 13.4 In relation to Buyer Materials:
 - 13.4.1 the Buyer and its licensors shall retain ownership of all Intellectual Property Rights in the Buyer Materials; and
 - 13.4.2 the Buyer grants to CyRisk a worldwide, non-exclusive, royalty-free, licence to copy and modify the Buyer Materials for the purpose of providing the Services to the Buyer.
- 13.5 CyRisk:
 - 13.5.1 subject to clause 13.5.3, warrants that the receipt and use of the Services and the Deliverables by the Buyer and its permitted sublicensees shall not infringe any Intellectual Property Rights of any third party;
 - 13.5.2 shall, subject to clauses 13.5.3 and 11.2, indemnify the Buyer in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses, awarded against or incurred or paid by the Buyer as a result of or in connection with any claim brought against the Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Services and/or the Deliverables; and
 - 13.5.3 shall not be in breach of the warranty at clause 13.5.1, and the Buyer shall have no claim under the indemnity at clause 13.5.2, to the extent the infringement arises from:
 - a) the use of the Buyer Materials in the development of, or the inclusion of the Buyer Materials in, any Deliverable; or
 - b) any modification of the Deliverables or Services, other than by or on behalf of CyRisk.
 - 13.5.4 The Buyer:
 - a) warrants that the receipt and use of the Buyer Materials in the delivery of the Services by CyRisk, its agents, subcontractors, or consultants shall not infringe any Intellectual Property Rights of any third party; and
 - b) shall indemnify CyRisk in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by CyRisk as a result of or in connection with any claim brought against CyRisk for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Buyer Materials in the delivery of the Services.

14 Circumstances beyond the control of the parties

- 14.1 A party to this Agreement shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. In these circumstances, the affected party must notify the other party or parties as soon as reasonably

practicable. The notified party or parties may suspend or terminate the Agreement on notice, taking effect immediately upon delivery of the notice.

15 General

- 15.1 No variation to this Agreement shall be valid or binding unless it is recorded in writing and signed by or on behalf of the parties.
- 15.2 A provision which by its intent or terms is meant to survive the termination of this Agreement will do so.
- 15.3 If any court or competent authority finds that any provision (or part) of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 15.4 Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party.
- 15.5 Notices:
 - a) sent by post shall be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second working day and where posted from or to addresses outside the United Kingdom, on the tenth working day following the date of posting.
 - b) delivered by hand shall be deemed to have been received at the time the notice is left at the proper address.
 - c) sent by email shall be deemed to have been received on the next working day after sending.

16 Dispute resolution

- 16.1 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.
- 16.2 If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before a claim is brought.
- 16.3 Any claims must be brought not later than 2 years after the claimant should have been aware of the potential claim and in any event no later than 4 years after any alleged breach

17 Interpretation

- 17.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
 - Buyer: the person or firm who purchases the Services from CyRisk.
 - Buyer Data: the data provided by the Client for the purpose of facilitating the delivery of the Services.
 - Buyer Materials: all documents, information and materials in any form, whether owned by the Buyer or a third party, which are provided by the Buyer to CyRisk in connection with the Services.
 - CyRisk: Cyrisk Limited.
 - Deliverable: any output of the Services (excluding the Buyer Materials) to be provided by CyRisk to the Buyer as specified in the agreement.
 - Parties: the Buyer and CyRisk
 - Services: the services set out in the call off which is subject to this agreement.
- 17.2 In the Agreement, unless the opposite is clear from the context:
 - a) the masculine shall include the feminine;
 - b) all singular words include plural ones and vice versa;

- c) all references to paragraphs, clauses, schedules or appendices are to the ones in the Agreement;
- d) all references to a person include firms, companies, government entities, trusts and partnerships;
- e) the term 'including' does not exclude anything not listed;
- f) all references to statutory provisions include any changes to those provisions;
- g) the headings are not part of the Agreement.