



Cymbalstream

TERMS AND CONDITIONS

1. Services

1.1 Cymbalstream shall provide comprehensive cybersecurity services (the "Services") to protect the customer's organisation against modern cyber threats, as described in the Service Description.

1.2 The Services shall include, but are not limited to, 24/7 Security Operations Centre (SOC) staffed by certified security analysts, threat hunting and proactive threat detection across networks, endpoints, and clouds, Security Information and Event Management (SIEM) technology, integration with existing security tools and platforms, automated threat containment and response actions, customisable detection rules and analytics, comprehensive reporting and dashboards, vulnerability management and user behaviour analytics, cloud security monitoring and protection (CDR), and incident investigation and forensic analysis capabilities.

2. Service Delivery

2.1 Cymbalstream shall leverage cutting-edge technologies, threat intelligence, and expert security analysts to deliver 24/7 monitoring, detection, and response capabilities across the customer's entire IT infrastructure, including on-premises, cloud, and hybrid environments.

2.2 The Services shall be provided in a professional and timely manner, in accordance with industry best practices and applicable laws and regulations.

3. Customer Obligations

3.1 The customer shall provide Cymbalstream with all necessary information, access, and cooperation to enable the effective delivery of the Services.

3.2 The customer shall comply with all applicable laws, regulations, and industry standards related to cybersecurity and data protection.

4. Fees and Payment

4.1 The customer shall pay the agreed-upon fees for the Services as specified in the applicable order form or statement of work.

4.2 Fees shall be invoiced in advance, and payment shall be due within 30 days of the invoice date, unless otherwise agreed upon in writing.

5. Intellectual Property

5.1 All intellectual property rights in the Services, including but not limited to software, tools, methodologies, and documentation, shall remain the property of Cymbalstream or its respective licensors.

5.2 The customer shall not reproduce, modify, or distribute any part of the Services or related materials without the prior written consent of Cymbalstream.

6. Confidentiality

6.1 Each party shall treat the other party's Confidential Information with the same degree of care as it treats its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care.

6.2 "Confidential Information" means any information, whether written or oral, that is designated as confidential or that a reasonable person would consider confidential under the circumstances.

7. Limitation of Liability

7.1 Neither party shall be liable for any indirect, special, incidental, or consequential damages arising out of or in connection with this agreement, even if advised of the

possibility of such damages.

7.2 The total liability of either party under this agreement shall be limited to the total fees paid or payable by the customer for the Services during the twelve (12) months preceding the event giving rise to the claim.

8. Term and Termination

8.1 This agreement shall remain in effect for the term specified in the applicable order form or statement of work, unless terminated earlier in accordance with the provisions of this agreement.

8.2 Either party may terminate this agreement for material breach by the other party, provided that the breaching party has been given written notice of the breach and has failed to cure the breach within thirty (30) days of receipt of such notice.

9. Governing Law

9.1 This agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

By subscribing to or using the Services, the customer agrees to be bound by these terms and conditions.