

ScyberX – Terms and Conditions for Cloud Support Services

1. Introduction and Precedence

These Terms and Conditions apply to advisory and cloud support services provided by ScyberX Limited (“the Supplier”) under the Crown Commercial Service (CCS) G-Cloud Framework Agreement RM1557 and any associated Call-Off Contract.

In the event of any conflict between these Terms and Conditions and the Framework Agreement or Call-Off Contract, the Framework Agreement and Call-Off Contract shall take precedence.

2. Scope of Services

The Supplier provides advisory, assurance, and support services relating to cloud security, cybersecurity strategy, governance, and AI security, as defined in the relevant Call-Off Contract.

Services are advisory in nature and do not include the implementation, operation, or management of technical controls, systems, or infrastructure unless explicitly agreed in writing.

The Supplier does not guarantee specific outcomes and provides recommendations based on information made available at the time of delivery.

3. Customer Responsibilities

The Customer is responsible for:

- Providing timely access to relevant documentation, systems information, and stakeholders
- Ensuring the accuracy and completeness of information supplied
- Making final decisions relating to risk acceptance, implementation, and operational changes

The Supplier shall not be liable for delays or impacts resulting from incomplete or inaccurate information provided by the Customer.

4. Fees and Payment

Fees are agreed per Call-Off Contract and may be based on time and materials or fixed-price arrangements.

All fees are exclusive of VAT unless stated otherwise.

Payment terms are as set out in the Call-Off Contract.

5. Intellectual Property

All intellectual property rights in deliverables created specifically for the Customer under a Call-Off Contract shall vest in the Customer, subject to payment of all applicable fees.

The Supplier retains all rights in its pre-existing intellectual property, methodologies, templates, tools, and know-how, including any improvements developed during service delivery.

6. Confidentiality and Transparency

Each party shall treat the other's confidential information as confidential and shall not disclose it except as permitted under the Call-Off Contract.

Nothing in these Terms prevents disclosure where required by law, including under the Freedom of Information Act 2000 or similar public sector transparency obligations.

7. Data Protection

Each party shall comply with applicable data protection legislation, including the UK GDPR and Data Protection Act 2018.

The Supplier acts as an independent advisor and does not act as a data controller or processor on behalf of the Customer unless expressly agreed in writing within the Call-Off Contract.

8. Personnel Security

The Supplier applies proportionate personnel security controls appropriate to advisory services, including identity verification, right-to-work checks, reference checks, and contractual confidentiality obligations.

Where required, the Supplier is prepared to support Baseline Personnel Security Standard (BPSS) clearance.

9. Liability

The Supplier's liability shall be subject to the limitations and caps set out in the Framework Agreement and Call-Off Contract.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is not permitted under applicable law.

10. Termination

Termination rights are governed by the Framework Agreement and the relevant Call-Off Contract. These Terms do not introduce additional termination rights beyond those already agreed.



11. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales.