

Evalian Limited
Managed SIEM & SOC (SOC-as-a-Service)
Terms of Business
28 January 2026

Terms of Business for Managed Security Services

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means the agreement entered into by Evalian and the Customer incorporating the Statement of Work and these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Managed Security Service;

"Business Day" means Monday to Friday excluding public holidays in England and Wales;

"Customer" means the Party procuring the Managed Security Service from Evalian as identified in the Statement of Work;

"Commencement Date" means the date on which the Customer signs the Statement of Work to which these Terms and Conditions apply;

provision of the Managed Security Services will commence, as defined in the Statement of Work or such other date as is agreed in writing (including via email) between the parties;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Data Protection Legislation" means (i) the UK GDPR, (ii) the Data Protection Act 2018, and (iii) EU GDPR (to the extent applicable) and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK; ;

"Fees" means any and all sums due under the Agreement from the Customer to Evalian, as specified in the Statement of Work;

"Evalian" means Evalian Limited, a company incorporated in England and Wales (No. 11314058) whose registered address is at West Lodge, Leylands Business Park, Colden Common, Hampshire, SO21 1TH;

"Managed Security Service" means the services to be provided by Evalian to the Customer in accordance with Clause 2 of these Terms and Conditions, as fully defined in the Statement of Work; and

"Statement of Work" means the Statement of Work entered into by the Parties for provision of the Managed Services pursuant to these Terms and Conditions.

"Term" means the period from the Commencement Date until the end of the 'Service Duration' set out in the Statement of Work.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and

1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. PROVISION OF THE SERVICES

2.1 With effect from the Commencement Date, Evalian shall, throughout the Term of the Agreement, provide the Managed Security Services to the Customer.

2.2 Evalian shall provide the Managed Security Services with reasonable skill and care, in a timely and professional manner and in accordance with good industry practice.

2.3 Evalian shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Managed Security Services.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer shall use all reasonable endeavours to provide all pertinent information to Evalian that is necessary for Evalian's provision of the Managed Security Services and to meet its obligations and responsibilities set out in the Statement of Work.

3.2 In the event that Evalian requires the decision, approval, consent or any other communication from the Customer in order to continue with the provision of the Managed Security Services or any part thereof at any time, the Customer shall provide the same in a reasonable and timely manner.

- 3.3 If the nature of the Managed Security Services requires that Evalian has access to the Customer's IT systems, the Customer shall ensure or procure that Evalian has access to the same at the times to be agreed between Evalian and the Customer as required.
- 3.4 Any delay in the provision of the Managed Security Services resulting from the Customer's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of Evalian.

4. FEES, PAYMENT AND RECORDS

- 4.1 Evalian shall invoice the Customer for the Fees, and the Customer shall pay the Fees together with any VAT at the appropriate rate and any other expenses to Evalian, as set out in the Statement of Work.
- 4.2 All payments required to be made pursuant to the Agreement by the Customer shall be made within 30 days of receipt by Customer of the relevant invoice ("due date") by bank transfer. Evalian's banking details will be provided in all invoices.
- 4.3 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 4.4 If the Customer fails to pay any sums due by the due date then, without prejudice to any other right or remedy available to it, Evalian shall be entitled to withhold the supply of Managed Security Services to be provided to the Customer until such payment is made.

5. LIABILITY, INDEMNITY AND INSURANCE

- 5.1 Evalian shall ensure that it has in place at all times suitable and valid insurance that shall include professional indemnity and public liability insurance.
- 5.2 The Customer acknowledges and accepts that whilst Evalian will provide the Managed Security Service in accordance with good industry practice, we do not guarantee the prevention of security threats, incidents or breaches.
- 5.3 In the event that Evalian fails to perform the Managed Security Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Customer.
- 5.4 Evalian's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the total sum payable by the Customer as set out in the Statement of Work.
- 5.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude Evalian's liability for death or personal injury.
- 5.6 Subject to sub-Clause 5.3 of the Agreement Evalian shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of Evalian's breach of the Agreement.
- 5.7 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

6. CONFIDENTIALITY

- 6.1 Each Party undertakes that, except as provided by sub-Clause 6.2 of these Terms and Conditions or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for five years after its termination:
- 6.1.1 keep confidential all Confidential Information;
 - 6.1.2 not disclose any Confidential Information to any other party;
 - 6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 6.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 of the Agreement.
- 6.2 Either Party may:
- 6.2.1 disclose any Confidential Information to:
 - 6.2.1.1 any sub-contractor or supplier of that Party;
 - 6.2.1.2 any governmental or other authority or regulatory body; or
 - 6.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
 to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Managed Security Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 6.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 6 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 6.3 The provisions of Clause 6 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

7. NON-SOLICITATION

7.1 For the purposes of Clause 7, the following expressions shall have the following meanings:

7.1.1 "Relevant Period" means the Term;

7.1.2 "Restricted Period" means the Term and a period of six months thereafter; and

7.1.3 "Restricted Person" means any person employed or engaged by either Party at any time during the Relevant Period who has or had material contact or dealing with the other Party.

7.2 In order to protect the legitimate business interests of each Party, during the Restricted Period neither Party shall, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

7.2.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of the other Party with a view to employing or engaging the Restricted Person, or

7.2.2 employ or engage, or offer to employ or engage a Restricted Person of the other Party without the prior written consent of the other Party.

7.3 Notwithstanding Clause 7.2 either Party may employ or engage any Restricted Person of the other Party who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant Party or via an advertisement placed publicly by the relevant Party (either in the press, social media, online or in trade and industry publications).

8. FORCE MAJEURE

8.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

9. TERM AND TERMINATION

9.1 The Agreement shall come into force on the agreed Commencement Date and shall continue for the Term from that date, subject to the provisions of Clause 9 of these Terms and Conditions.

9.2 Either Party may terminate the Agreement as set out in the Statement of Work

9.3 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

9.3.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within thirty Business Days of the due date for payment;

9.3.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within thirty Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

9.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

9.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

9.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party; or

9.3.7 the other Party ceases, or threatens to cease, to carry on business.

9.4 For the purposes of sub-Clause 9.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

9.5 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. EFFECTS OF TERMINATION

Upon the termination of the Agreement for any reason:

10.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

10.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

10.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

10.4 subject as provided in Clause 11 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

10.5 each Party shall (except to the extent referred to in Clause 8 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

11. DATA PROTECTION

11.1 Evalian will collect, process and use any personal data collected in relation to the Managed Security Services in accordance with the Data Protection Legislation.

11.2 Where Evalian is acting as an independent data controller in respect of any personal data collected in relation to the Managed Security Services (such as for the Customer contact information set out in the Statement of Work) it shall do so strictly in accordance with its privacy notice, as provided at <https://www.evalian.co.uk/privacy-notice/>.

11.3 Where Evalian is acting as data processor to the Customer for personal data (as defined in the Data Protection Legislation) provided for the purposes of providing the Managed Security Services, or accessed during provision of the Managed Security Services ("Protected Data"), it shall:

11.3.1 only process such Protected Data in accordance with the Customer's reasonable instructions;

11.3.2 implement and maintain appropriate technical and organisational measures, taking account of the state of technical development and the nature of the processing, to protect the Protected Data against unauthorised or unlawful loss, destruction or alteration;

11.3.3 only appoint sub-processors under a written contract containing materially the same obligations as under this clause 11.3 and remain fully liable to the Customer for the acts and omissions of the sub-processor under the Contract as if it were its own;

11.3.4 not permit any processing of any Protected Data by any agent, subcontractor or third party (except it or its sub-processors' own in employees in the course of their employment that are subject to enforceable obligations of confidence with regard to personal);

11.3.5 not process or transfer directly or indirectly any Protected Data in or to any countries outside the UK or EEA without the prior written approval of the Customer;

11.3.6 assist the Customer (at the Customer's cost) in ensuring its obligations pursuant to Articles 32 to 36 of the UK GDPR;

11.3.7 assist the Customer (at the Customer's cost), in so far as this is possible for the fulfilment of the Customer's obligations to respond to requests for exercising individual's under the UK GDPR in respect of Protected Data; and

11.3.8 make available in accordance with the Data Protection Legislation, reasonable information that is in its possession and control to demonstrate its compliance with this clause 11.3.

12. MISCELLANEOUS

12.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

12.2 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

12.3 Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

12.4 Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

12.5 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

12.6 Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

12.7 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

12.8 Subject to Clause 12.7 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

12.9 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

12.10 Notices shall be deemed to have been duly given:

12.10.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

12.10.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

12.10.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

12.10.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

- 12.11 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 12.12 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.13 The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
- 12.14 In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.
- 12.15 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 12.16 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 12.17 Subject to the provisions of Clause 12.15, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.