



REDSECLABS Master Services Agreement (MSA)

Version 1.0 — 2025

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1. Definitions And Interpretation

1. 1 In this Agreement the following terms shall, unless otherwise stated, have the following meanings:

“Acceptable Use Policy” / “AUP” means RedSecLabs’ Acceptable Use Policy located at: <https://www.redseclabs.com/legal/aup> as updated from time to time.

“Affiliate” means any entity controlled by, controlling, or under common control with RedSecLabs.

“Agreement” has the meaning given in clause 2.1.

“Cancellation Fee” means the fee payable under clauses 4.1 and 4.2.

“Change Form” means a written record of changes to an existing Service, SOW or Order Form.

“Charges” or “Fees” means all fees payable by the Customer for the Services.

“Commencement Date” means the date this Agreement is executed, or when RSL first provides any Service, whichever occurs earlier.

“Confidential Information” includes all information relating to a Party which is confidential, including security findings, vulnerability data, threat intelligence, system diagrams, logs, credentials, methodologies, or operational procedures.

“Customer” means the party receiving Services from RSL.

“Customer Data” means all information supplied by or on behalf of the Customer including logs, cloud artefacts, configuration data, audit evidence, files, documentation, and metadata.

“Customer Equipment” means any hardware, software or infrastructure owned by the Customer.

“Customer Laws” means all laws applicable to the Customer including GDPR, DPA2018, PCI-DSS, ISO 27001, NIST, sectoral regulations, and data-protection requirements.

“Deliverables” means all reports, dashboards, SOC artefacts, detection rules, risk scoring results, audit outputs, and other deliverables produced by RSL.

“Force Majeure Event” includes cyber incidents (such as major cloud outages, large-scale

DDoS attacks, critical zero-day mass exploitation), natural disasters, terrorism, war, pandemic events, or other circumstances beyond reasonable control.

“Initial Term” means the period stated in the Order Form.

“Intellectual Property Rights” or **“IPR”** means all intellectual property rights including those in scripts, detection rules, scanning engines, risk algorithms, automation, dashboards, methodologies and research.

“Order Form” means the document setting out the Services, Fees, and Service scope agreed by the Parties.

“Party” means RedSecLabs or the Customer, and **“Parties”** means both.

“Professional Services” means consultancy such as penetration testing, threat hunting, forensics, IR advisory, SOC engineering, cloud audits, compliance assessments, and other project-based services.

“Renewal Term” means each successive 12-month period following the Initial Term.

“RSL Equipment” means any hardware, agents, endpoint sensors, cloud scripts, monitoring appliances, scanning tools, SIEM integrations or other items provided for the performance of the Services.

“Services” means the services described in the Order Form and/or SOW.

“Service Levels” means the performance levels applicable to the Services.

“Service Start Date” means the date on which a Service is first made available.

“Service Description” means the document describing each Service (e.g., Managed SOC, Penetration Testing, Compliance Audit, Cloud Assessment).

“Statement of Work” or **“SOW”** means a written document outlining project-specific services.

“Supplier Laws” means all laws applicable to RSL.

“Term” has the meaning in clause 10.1.

“Working Day” means 09:00–17:30, Monday to Friday, excluding public holidays.

1. 2 Interpretation

The interpretation rules mirror those in the original agreement (e.g., references to statutes, singular/plural, gender neutrality, headings not affecting meaning).

2. The Agreement

2.1 The Agreement consists of:

- a. this Master Services Agreement;
- b. the Order Form(s);
- c. Service Descriptions;
- d. Statements of Work; and
- e. the AUP.

2.2 The Agreement shall commence on the Commencement Date.

2.3 In the event of inconsistency, the following order of precedence applies:

- a. Order Form
- b. SOW
- c. Service Description
- d. MSA
- e. AUP

3. Ordering And Provision Of Services

- 3.1. Services shall be ordered by signing an Order Form or SOW.
- 3.2. RedSecLabs Affiliates may provide, invoice, or support the Services.
- 3.3. Time shall not be of the essence unless expressly stated.
- 3.4. If the Customer is not ready for onboarding (e.g., failing to provide access, credentials, cloud roles, assets, test windows or personnel), RSL may invoice Fees as if delivery had commenced.
- 3.5. Trial Services are provided “as-is” and without warranties.
- 3.6. RSL may require access to Customer systems, cloud tenants, SOC tooling, or physical facilities as reasonably necessary.

4. Cancellation, Postponement & Suspension

- 4.1 If the Customer cancels all or part of a Service prior to the end of the Term, a Cancellation Fee equal to the full remaining Fees shall apply.
- 4.1 For Professional Services, the Customer shall pay **75% of remaining Fees** if cancelled after booking and resource allocation.
- 4.1 RSL may discontinue or modify Services if supporting technologies, cloud APIs, third-party tools or vendors become deprecated or unavailable.
- 4.1 RSL may suspend Services if:

- a. the Customer breaches this Agreement;
- b. required by law, regulator, or security risk;
- c. Customer systems pose a threat to RSL infrastructure;
- d. Customer provides unreasonable obstruction or refuses required access.

4.1 RSL shall provide written notice where reasonably practicable.

5. Customer Obligations

5.1 Customer must comply with the AUP.

5.2 Customer must:

- a. comply with all applicable Customer Laws;
- b. promptly provide access, accounts, keys, logs, cloud roles, VPNs, or technical personnel;
- c. ensure system stability for testing;
- d. cooperate with investigations, security issues, or IR support.

5.3 Customer must ensure safety of RSL personnel during onsite or remote work.

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5.5 RSL may issue technical instructions to maintain secure operation (e.g., disabling risky endpoints, isolating systems, limiting admin activity during tests).

5.6 Customer shall not misuse RSL Equipment or agents.

6. Change Control

6.1 Either Party may request a change.

6.2 Changes must be documented on a Change Form.

6.3 RSL will provide revised fees, timelines and impacts.

6.4 Work will not proceed until both Parties sign the Change Form.

6.5 Trial Services are excluded from change control.

7. Fees & Payment

7.1 Fees shall be as stated in the Order Form.

7.2 Fees are exclusive of VAT.

7.3 All invoices are payable within 30 days unless otherwise agreed.

7.4 Where Services are delivered in stages, invoices may be raised at defined milestones.

7.5 RSL may suspend Services if payment is not made on time.

7.6 RSL may increase Fees annually in line with inflation or increased operating cost.

8. Intellectual Property Rights

- 8. 1 All IPR in Deliverables, detection rules, scripts, dashboards, risk scoring engines, methodologies and proprietary tooling shall remain the property of RSL.
- 8. 2 Customer receives a non-exclusive licence to use Deliverables for internal business purposes.
- 8. 3 Customer shall not reverse-engineer, replicate, resell or distribute RSL materials.

9. Confidentiality

- 9. 1 Each Party shall keep Confidential Information strictly confidential.
- 9. 2 Neither Party may disclose Confidential Information except to employees or subcontractors who require it to fulfil the Agreement.
- 9. 3 Confidentiality obligations survive termination.

10. Term And Termination

- 10. 1 The Agreement commences on the Commencement Date and continues until terminated.
- 10. 2 Either Party may terminate on 90 days' written notice after the Initial Term.
- 10. 3 Either Party may terminate immediately for:
 - a. material breach not cured within 30 days;
 - b. insolvency;
 - c. regulatory or legal obligation prohibiting delivery.
- 10. 4 On termination, all Fees due become payable immediately.

11. Warranties

- 11. 1 RSL warrants that Services will be delivered using reasonable skill and care by qualified personnel.
- 11. 2 RSL does not guarantee that tests, SOC services or monitoring will detect all vulnerabilities or threats.
- 11. 3 Except as expressly stated, all warranties are excluded.

12. Liability

- 12. 1 Neither Party excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

12. 2 RSL shall not be liable for:

- (a) loss of profit, revenue or business;
- (b) indirect or consequential loss;
- (c) incidents caused by Customer misconfiguration, negligence, or failure to remediate findings.

12. 3 RSL's total liability shall be limited to the total Fees paid in the preceding 12 months.

13. Customer Data, Privacy & Security

13. 1 Customer Data shall remain the property of the Customer.

13. 2 RSL shall process Customer Data in accordance with applicable data-protection laws.

13. 3 Customer is responsible for ensuring lawful transfer of logs, files, credentials, and system data to RSL.

13. 4 RSL may anonymise aggregated threat intelligence for improving services.

14. Notices

14. 1 Notices shall be delivered to:

legal@redseclabs.com

or the address stated in the Order Form.

14. 2 Notices are deemed received:

- a. when delivered by hand;
- b. 2 Working Days after recorded delivery;
- c. upon email confirmation without bounce.

15. Force Majeure

Each Party is excused from performance during a Force Majeure Event. Obligations resume once the event ends.

16. Non-Solicitation

Neither Party may solicit or hire the employees of the other Party involved in the Services for 12 months after termination.

17. General

17. 1 Neither Party may assign this Agreement without consent.

17. 2 If any clause is invalid, remaining clauses remain enforceable.

17. 3 Nothing creates a partnership or agency relationship.

17. 4 This Agreement is governed by the laws of England & Wales (or another jurisdiction if required).

17. 5 This Agreement constitutes the entire agreement between the Parties.