



CECURE
INTELLIGENCE LTD

Cecure. Innovate. Transform.

CLIENT MASTER SERVICES AGREEMENT



ORDER TEMPLATE FOR PRODUCTS/SERVICES

Date: __/__/20__

TO: CECURE INTELLIGENCE LIMITED

From:

Subject: Order for

Please consider this an official order for the following products/services:

S/N	Product/Service Description	Quantity	Rate	Price
1.				
2.				
3.				
				Total:

Payment Terms

- Payment Currency: **USD/EUR/GBP**
- Contract Type: **Flexible Plan/Monthly commit/Quarterly commit/Bi-annual commit/1 year commit/2 years commit/3 years commit**
- Payment Frequency: **Monthly/Annual**
- Discount -
- Incentive -
- Other payment terms as per Client Master Services Agreement

Other Terms and Conditions

The terms of the Client Master Services Agreement govern this transaction.

Please confirm your acceptance of this order by signing below.

Sincerely,

Buyer/Buyer's Authorised Representative's name:

Designation:

Buyer's Corporate Address:

Date:



Document Control Section	Details
Document Title	Client Master Services Agreement
Document ID	
Version	V.1.0.
Effective Date	Oct 1, 2025
Review Date	As necessary
Owner	Legal & Compliance Domain
Approved By	Evangel Anih
Distribution List	All Counterparties
Document Status	Approved ▾
Change History	
Document Classification	External
Document Storage	Google Drive
Access Control	None. Available publicly
Review Frequency	As necessary
Retention Period	Always



CLIENT MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH BELOW, (THIS "AGREEMENT"), WHICH IS A BINDING LEGAL AGREEMENT ENTERED INTO BETWEEN BUYER AND CECURE INTELLIGENCE LIMITED (12127838) A COMPANY DULY REGISTERED AND EXISTING UNDER THE LAWS OF THE UNITED KINGDOM WITH ITS PRINCIPAL PLACE OF BUSINESS AT WORKSHED, 7 CARRIAGE WORKS, LONDON STREET, SWINDON, UNITED KINGDOM ("CIL") OR ITS AFFILIATES

CIL AND THE BUYER ARE EACH A "PARTY" AND TOGETHER, THE "PARTIES" TO THE AGREEMENT AND ALL CIL'S SUBSIDIARIES/AFFILIATES FROM TIME TO TIME ARE INCLUDED IN THE DEFINITION OF CIL AND THE SERVICES/PRODUCTS MAY BE SUPPLIED BY ANY ONE OR MORE THAN ONE SUCH SUBSIDIARY/AFFILIATE.

CIL WILL PROVIDE THE PRODUCTS/SERVICES TO THE BUYER UNDER THIS AGREEMENT AND AS DESCRIBED IN EITHER AN ORDER OR A STATEMENT OF WORK ("SOW") WHICH DESCRIBES THE SERVICES TO BE PROVIDED BY CIL TO THE BUYER.

THE ORDER/SOW, TOGETHER WITH THIS AGREEMENT, FORMS A BINDING AGREEMENT BETWEEN CIL AND THE BUYER UNDER WHICH THE PRODUCTS/SERVICES WILL BE PROVIDED.

AND THIS AGREEMENT GOVERNS BUYER'S PURCHASE OF:

(A) CIL SUPPORT SERVICES,

(B) HARDWARE AND SOFTWARE WHICH CIL OFFERS TO CUSTOMERS IN ITS CAPACITY AS RESELLER

(C) OTHER SERVICES WHICH CIL OFFERS

1. Definitions

'Affiliate' means, for each of the Parties, any entity that directly or indirectly controls is controlled by, or is under common control with that party.

'Anti-Bribery Laws' means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, that prohibit



corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Government officials include any government employees, candidates for public office, members of royal families, and employees of government-owned or government-controlled companies, public international organisations, and political parties.

'Buyer' means a person or entity which issues an effective Order for Product(s) covered by this Agreement or who counter-signs an SOW issued by CIL.

'Confidential Information' means information that one party (or an Affiliate) discloses ("**Disclosing Party**") to the other party ("**Recipient**") under this Agreement and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information independently developed by the Recipient, is rightfully given to the Recipient by a third party without confidentiality obligations, or becomes public through no fault of the Recipient.

'Including' means including but not limited to.

'Legal Process' means any statute, law, regulation, ruling, order, or decree issued by a governmental or judicial authority, including, without limitation, subpoenas, court orders, warrants, and civil investigative demands.

'Order' means a document, email or any other communication from Buyer to CIL specifying the particular Product(s) that it requires from CIL, its payment preferences or other custom preferences as allowed under this Agreement.

'Overdue' means an invoiced amount which has remained unpaid after the time period stated in an invoice or in other documents which are annexed to this Agreement by its operation.

'Product(s)/Service(s)' means all software, hardware and cloud storage services which CIL has the license to resell to end users. They include Microsoft Azure, M365, Google Cloud Platform, Google Workspaces, Amazon Web Services (AWS), TrendMicro VisionOne - Core & Essentials, CrowdStrike Falcom - Go & Pro, Sophos Central Intercept X Advanced and Central Intercept X Advanced with EDR, Kaspersky Next EDR Optimum, Microsoft Defender P1 & P2. Product(s)/Service(s) also mean(s) services offered by CIL further particulars of which are set out in the Appendices to this Agreement and they include CIL Support Services (i.e. IT Helpdesk Support (Basic, Silver, Gold or Platinum), Cloud Platform Operations (Basic, Silver, Gold or Platinum), Managed Detection and Response (Basic, Silver, Gold or Platinum), Application Support Services, Security Operations Centre, Network Operations Centre, Red Team Service, and Billing Operations Service); Cloud Migration; Windows on Cloud; Cybersecurity services; Cyber Resilience (Anti Ransomware) services;



Data Analytics and Machine Learning (ML) services; ERP on Cloud (Infrastructure) services; Media and Entertainment Solutions; Digitisation services; SaaS Development. This list is not exhaustive and new Products/Services may be added while existing Products/Services may be removed from this list at the sole discretion of CIL.

‘Product Owner(s)’ means, wherever applicable, the companies which own the intellectual property in the Products and who provided CIL the licence to resell the Products to end users. They include the relevant entities owning the brands Google, Amazon, Microsoft, TrendMicro, Sophos, Kaspersky, CrowdStrike, etc.

‘Product Owner(s)’ TOS’ means the Terms of Service or End User Licence Agreements governing the use of the Products as between the Product Owner(s) and the Buyer (or its qualifying Affiliates) who is the end user.

‘SOW’ means Statement of Work, a document that describes the Products or services to be provided by CIL to the Buyer.

‘Subscription Services’ means the service products supplied on a continuing, recurring and/or cyclical subscription basis.

2. Authorisation

Upon the acceptance and processing of an Order or SOW signed by Buyer for any Product, which Order or SOW shall for the purposes of this Agreement be effective as an offer, CIL is hereby bound to authorize and give effect to the Buyer’s subscription to the Product(s) on a non-exclusive basis subject to the terms of this Agreement and the relevant Product Owner’s TOS where applicable.

3. Provision of Technical Support

CIL shall render technical support to the Buyer in accordance with this Agreement and in line with the Buyer’s Order or applicable SOW. CIL shall use reasonable endeavours to resolve support issues for Buyer regarding the Products (including those related to activation, provisioning, management, or billing) where applicable as per the Buyer’s Order or SOW.

4. Data Protection and Privacy

- 4.1. Compliance with Data Protection Laws. Both Parties agree to comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulations (GDPR) and any other applicable regional or country-specific data protection laws. The Parties shall implement appropriate



technical and organizational measures to ensure and be able to demonstrate that data processing is performed in accordance with the aforementioned laws and regulations.

- 4.2. Data Processing and Security. Parties shall only process personal data as necessary to fulfil their duties under this Agreement and shall not process, transfer, modify, amend, or alter the personal data or disclose or permit the disclosure of the personal data to any third party unless in accordance with the documented instructions from one party to the other or as required by law. Parties shall ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential.
- 4.3. Notification of Data Breach. In the event of a data breach or any unauthorised access to personal data, the Party who has suffered the breach shall, without undue delay notify the other Party upon becoming aware of the breach and shall provide reasonable assistance in the investigation, mitigation, and remediation of the data breach.
- 4.4. Data Return and Deletion. Upon the end of the provision of services relating to data processing or upon termination of the Agreement, the Parties shall, except otherwise agreed, return all the personal data to each other and delete existing copies unless any applicable law requires storage of the personal data.

5. Payment Terms, Taxes and Charges

- 5.1. In consideration of providing the Products/Services, CIL shall invoice the Buyer, and the Buyer shall pay CIL the fee set out in the SOW or Order ("Agreed Fee") in accordance with the Agreement. Payments shall be made in British Pounds, United States Dollars or other local currencies as indicated as acceptable by the Buyer in its Order of the Product or in an applicable SOW, and within the dates stated in an applicable invoice.
- 5.2. Invoices shall be sent monthly, quarterly, or annually, depending on the Parties' agreement.
- 5.3. Undisputed invoices shall be payable within the period stated on an applicable invoice or as agreed by the Parties ("Payment Due Date").
- 5.4. Discount and Service Incentive. CIL may provide recurring discounts on the Buyer's bills as it deems fit. In addition, CIL may provide other incentives, whether in conjunction with the recurring discounts or on stand-alone basis to the Buyer wherever it deems fit.
- 5.5. Payments shall be made via bank transfer or via other means as shall be agreed



between the Parties for particular transactions.

- 5.6. For local currency transactions, CIL reserves the right to review and adjust the invoiced amount where unpaid after two (2) business days if there occurs a fluctuation (increase or decrease) in the foreign currency exchange rate within those two (2) business days. Buyer also reserves the right to request an amended invoiced amount within (2) business days, if there occurs a fluctuation (increase or decrease) in the foreign currency exchange rate provided that the invoice sum has not been settled or paid by Buyer.
- 5.7. Buyer shall be responsible for all transfer charges and applicable taxes. To the extent that any amounts payable by Buyer are subject to withholding tax or similar tax in the applicable jurisdiction, the amount invoiced to and/or payable by Buyer shall be grossed up by Buyer when remitting payment such that the amount paid to CIL shall be net of such taxes and shall equal the amount invoiced by CIL.
- 5.8. Insofar as any invoiced amounts are based on consumption reports received from the relevant Product Owner, all such invoiced amounts shall be payable in full per the consumption reports received and any errors or omissions thereof shall be addressed with the Product Owner thereafter; credit notes shall be passed only in the event of a corresponding credit first having been passed by Product Owner with the corresponding value actually received, in cash or otherwise, by CIL.
- 5.9. Buyer is accountable for promptly notifying CIL in the event of a payment delay, which may include, but is not limited to, delays in bank transactions.
- 5.10. If Buyer's payment is Overdue, then CIL may charge interest on overdue amounts at 2% per annum above the base rate of Bank of England (or the highest rate permitted by law, if less) from the Payment Due Date until the payment is paid in full whether before or after judgment. Buyer is responsible for all commercially reasonable expenses (including legal fees) incurred by CIL in collecting unpaid or overdue amounts, except where these unpaid or overdue amounts are due to billing inaccuracies attributable to CIL.
- 5.11. Credit Hold; Suspension; Termination. Without prejudice to any other rights or remedies, if any invoice that is not disputed in accordance with clause 5.12 below remains unpaid for more than 14 days after the Payment Due Date or if CIL determines (in its reasonable commercial judgment) that Buyer's creditworthiness is in question, CIL may (by providing at least 7 days' notice) place Buyer on credit hold and suspend Buyer's access to the Products where possible and/or applicable technical support services. If CIL, in its discretion, determines that Buyer is an unacceptable credit risk, CIL may terminate this Agreement with immediate effect upon written notice.



5.12. Disputes. Buyer may dispute invoiced amounts if Buyer believes in good faith that fees were inaccurately invoiced (an “**Invoice Dispute**”). Invoice Disputes must be submitted to sales@cecureintel.com or finance@cecureintel.com and identify all disputed amounts and the reasons for dispute. CIL will review in good faith all Invoice Disputes and will provide the Buyer an explanation of fees due following such review (an “**Invoice Dispute Report**”). If an Invoice Dispute is submitted before the payment due date, then, notwithstanding the provisions of this Agreement otherwise,

- (a) Buyer is only liable to pay the amounts not subject to the Invoice Dispute; and
- (b) unpaid fees stated in an Invoice Dispute Report to be accurately invoiced are due upon delivery of such report. If an Invoice Dispute is submitted after the Payment Due Date and the Invoice Dispute Report states that the applicable fees were incorrectly invoiced, then CIL will issue a credit equal to the agreed amount.

5.13. CIL shall provide Buyer, concurrent with or prior to the issuance of any invoice, with detailed, itemized usage reports sufficient to verify all consumption-based charges levied under this Agreement, particularly those relating to the Postpaid Payment Plan. These reports shall clearly detail the resources consumed and the applicable rates.

5.14. Buyer is entitled to select the payment plan that most appropriately meets its business requirements in its Order document delivered to CIL from the following:

5.14.1. Prepaid Payment Plan. Buyer shall have the option to select a prepaid payment plan, under which payments are to be made in advance for the scheduled billing period. Buyer may choose a monthly, quarterly, bi-annual, or annual billing cycle. For each selected cycle, an invoice will be issued at the start of the period, based on the estimated usage for the entire period.

5.14.2. Postpaid Payment Plan. Alternatively, Buyer may opt for a postpaid payment plan, where the billing cycle is set monthly. Under this plan, Buyer will be invoiced at the end of each month, based on their actual usage of the Product during that month. CIL shall monitor Buyer's usage and issue monthly invoices accordingly.

6. Payments in Local Currency

6.1. CIL's bill payment platform relies on foreign exchange rates to facilitate transactions for its customers. The primary source of these rates is the parallel market, which is



often subject to fluctuations. CIL maintains relationships with multiple sources of Forex in the parallel market which allows it to ensure competitive rates and cost-effective payments.

6.2. Collaborative Resolution on Foreign Exchange Rates. Acknowledging the inherent volatility of Forex rates in the parallel market, which may result in occasional discrepancies in billed exchange rates, CIL is committed to a policy of transparent and cooperative Forex dispute resolution. The following structured procedure is designed to ensure a harmonious resolution to any such issues:

- 6.2.1. Initial Contact. Buyer is urged to immediately contact CIL's support team with any questions or concerns regarding Forex rates applied to billing. The support team is tasked with providing prompt information and assistance.
- 6.2.2. Review and Explanation. CIL will undertake a comprehensive evaluation of the concern, offering a transparent and exhaustive explanation of the Forex rates applied and the sources thereof.
- 6.2.3. Discussion and Resolution. Valuing feedback, CIL will partake in a constructive dialogue to address any issues raised. This may involve considering alternative Forex sources or negotiating rate adjustments to reach an equitable resolution.
- 6.2.4. Documentation. To maintain transparency and clarity, all communications and agreed-upon resolutions will be thoroughly documented in writing.
- 6.2.5. Ongoing Monitoring. CIL is dedicated to ongoing monitoring of the Forex environment to avert future disputes, ready to implement necessary modifications to its Forex sources or communication strategies accordingly.

7. Pricing

- 7.1. Pricing for the Product(s) shall be as agreed upon by the Parties via any documented process including email, internet texting service, Order or other forms of electronic documentation. Such agreed price shall be the basis of CIL's invoice to Buyer and the document via which the pricing was agreed shall form part of this Agreement.
- 7.2. The agreed pricing for the Product(s) shall be subject to variation from time to time, on written notice to Buyer, provided that in respect of Buyer's use of the Product(s) on a month-to-month basis, CIL shall be entitled to vary the price of the Product(s) at any time on 30 (thirty) days written notice to Buyer, except in the event that the relevant Product Owner or its distributor varies the price of that Product on notice of less than 30 (thirty) days, in which event CIL shall be entitled to vary the price of that Product on written notice of similar duration.



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- 7.3. In the event CIL varies the price of the Product(s) pursuant to Clause 6.2, and such variation is not acceptable to the Buyer, the Buyer shall have the right to terminate the specific Order or this Agreement, as applicable, without penalty, provided written notice of non-acceptance and termination is delivered to CIL within thirty (30) days of receiving CIL's notice of price variation.

8. Change Order Process

- 8.1. Buyer may request changes to the Order or SOW, including but not limited to, any increase or decrease in the amount of the Product(s) it requires or its pricing. In such an instance, the Buyer shall submit a proposed change Order describing the desired changes in detail.
- 8.2. Upon receipt of a proposed change Order, CIL shall review the proposed changes and approve, negotiate, or reject the proposed change Order within a reasonable period. No change Order shall be effective unless and until it is approved by both Parties.
- 8.3. If the change Order is approved, the Parties shall make any necessary adjustments to the Agreement's terms, conditions, and other affected provisions, including but not limited to the delivery schedule, compensation, and resources required.
- 8.4. Except as otherwise expressly provided in a change Order, the original terms and conditions of this Agreement shall continue in full force and effect.

9. Recurring Payment Authority ('RPA') for Online Purchases Only

- 9.1. A Buyer purchasing Subscription Services from CIL by means of a payment card agrees to enter into a Recurring Payment Authority ('RPA') that authorises CIL to collect recurring payments from the Buyer until the Buyer formally cancels the RPA.
- 9.2. The RPA can be cancelled by the Buyer by notifying CIL; cancelling the RPA will cancel all access to the relevant Subscription Service at the end of the subscription period for which CIL has received payment. Subject to Clause 25 below, should the Buyer cancel the RPA, the full amount of the remaining portion of the Subscription Fees will become due and payable and CIL will automatically invoice and/or collect payment in line with the Buyer's subscription period for that Service.
- 9.3. The Buyer agrees to keep the Buyer's payment card details current and valid throughout the term of the Agreement and agrees to meet any and all additional costs CIL may incur as a result of the Buyer's failure to keep those details current.
- 9.4. CIL will notify the Buyer at least 30 days in advance of the applicable renewal date of the Buyer's Subscription Services of any changes in price to those Subscription



Services so that the Buyer can decide whether or not it wishes to give notice and cancel the RPA at its next renewal date.

- 9.5. On cancellation of an RPA, CIL will cancel access to the Subscription Services and remove any related registrations and benefits with effect from the end of the subscription period for which the Buyer has paid.

10. Buyer's Obligations

- 10.1. The Buyer shall:

- 10.1.1. Ensure that the terms of the Order are complete and accurate;
- 10.1.2. Co-operate with CIL in all matters relating to providing the Product(s);
- 10.1.3. Provide CIL, its employees, agents, consultants and subcontractors, with access to the Buyer's premises where reasonably required by CIL to provide the Product(s);
- 10.1.4. Provide CIL with such information and materials as CIL may reasonably require to supply the Product(s), and ensure that such information is accurate in all material respects;

- 10.2. If CIL's performance of any of its obligations in respect of this Agreement is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):

- 10.2.1. CIL shall without limiting its other rights or remedies have the right to suspend the performance of its obligations until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays CIL's performance of any of its obligations;
- 10.2.2. CIL shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from CIL's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 10.2.3. The Buyer shall reimburse CIL on written demand for any costs or losses sustained or incurred by CIL arising directly or indirectly from the Buyer Default.

11. Licences and Approvals

- 11.1. Each Party covenants that it will obtain and maintain all licences, permits, approvals, and other permissions required to:



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- 11.1.1. enter into this Agreement; and
 - 11.1.2. perform its obligations under this Agreement.
 - 11.2. Each Party will ensure that this Agreement does not breach any agreement to which it or any of its Affiliates is a party, or violate any third party's rights under those agreements.
 - 11.3. It shall be Buyer's responsibility to obtain and apprise itself of the provisions of the relevant Product Owner(s)' TOS for the Product which it orders from CIL. Buyer shall ensure to abide by the provisions of the relevant Product Owner(s)' TOS.

12. Affiliates

Buyer may not sub-license or otherwise transfer any rights to its Affiliates under this Agreement or allow them to use the Products, except to the extent that the requirements for Affiliate participation are met as expressly described on the relevant Product Owner's TOS or other material published by Product Owner. Buyer is fully liable for all of its Affiliates' acts and omissions in connection with this Agreement.

13. Deceptive Practices

Each Party hereby agrees that it will not engage in illegal or deceptive trade practices or any other behavior prohibited by the applicable Product Owner's TOS.

14. Product Restrictions

- 14.1. Except as expressly permitted in this Agreement, Buyer will not:
 - 14.1.1. resell or supply the Products to any third party;
 - 14.1.2. permit direct or indirect access to, or use of, any Products in a manner intended to improperly avoid incurring fees; or
 - 14.1.3. adapt, alter, modify, decompile, translate, disassemble, or reverse engineer any Product or any part thereof, including the source code and any other underlying ideas or algorithms of the software forming part of the Product (except to the extent that that such act cannot be limited by law or is expressly permitted under the applicable Product Owner TOS).
- 14.2. Buyer shall comply with all other restrictions on the use of the Product(s) set out in any Product Owner(s) TOS.



15. Product Owner Responsibilities

- 15.1. Provision of Products. Buyer understands that providing and keeping the Products available are all prerogatives of the Product Owners. Product Owners will typically provide Products to CIL for provisioning to end-users as specified in Order Forms submitted by CIL and accepted by Product Owners.
- 15.2. Product Availability and Changes. Buyer understands that except as specified in Product Owner(s)' TOS, Product Owner(s) may, without notice and without creating any liability to CIL or Buyer:
- (a) discontinue the sale or availability of any Product(s) or discontinue support for new end-users of any Product(s); or
 - (b) change any Product(s).
- 15.3. In the event Product Owner(s) discontinues services without prior notice, CIL shall, within seven (7) business days, provide Buyer with a written report detailing alternative solutions or refund any prepaid fees for unused services and immediately refund any prepaid fees for unused services. CIL shall thereafter pursue an equivalent refund from the relevant Product Owner(s). CIL shall also cooperate on a best effort basis to mitigate any negative impacts on Buyer's operations.

16. Subscription Levels

- 16.1. CIL's Support Services are available for subscription according to subscription levels. Buyer may choose a desired subscription level and CIL shall provide the subscribed service in line with the chosen subscription level. The available subscription levels are as in the table below:

Plans	Availability	After-Hours Support	Model	Local Time	
Basic	8x5 (working days)	Not Available	Remote Onsite Hybrid	9:00 AM	5:00 PM
Silver	8x5 12x5 (working days)	Limited (On Request)	Remote Onsite Hybrid	8:00 AM	8:00 PM
Gold	8x5 12x5	Available	Remote Hybrid	7:00 AM	10:00 PM



	(working days) 12x7 (Including weekends)				
Platinum	24x7	Priority	Remote	24/7	24/7

- 16.2. For Billings Support Services, Buyer may select from a range of available fixed term contract options including flexible, monthly, quarterly, bi-annually, annually, bi-ennially, tri-ennially.
- 16.3. Subscription Services will automatically renew at the end of each period for further periods equivalent in length to the preceding period, unless, at least 30 days prior to the end of the current period, either Party gives the other Party written notice of its intent not to continue the relationship. During any renewal period of an Agreement the Terms shall remain in effect unless modified in writing by the Parties.

17. Confidentiality

- 17.1. Protection of Confidential Information. The Recipient will, and will ensure that its Representatives will, only use the Disclosing Party's Confidential Information to exercise the Recipient's rights and fulfil its obligations under this Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information:
- (a) to the Recipient's Representatives who have a need to know it and who are bound by confidentiality obligations at least as protective as those in clauses 15.1, 15.2, and 15.3;
 - (b) with the Disclosing Party's written consent; or
 - (c) as strictly necessary to comply with the Legal Process (if the Recipient promptly notifies the Disclosing Party before such disclosure, unless legally prohibited from doing so). The Recipient will also comply with the Disclosing Party's reasonable requests to oppose disclosure of its confidential information. This clause is subject to clauses 15.2 (Redirect Disclosure Request) below.
- 17.2. Redirect Disclosure Request. If the Recipient receives the Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request that information from the Disclosing Party



directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

- 17.3. Survival of Confidentiality Obligations. Subject to clauses 15.1 (Protection of Confidential Information) and 15.2 (Redirect Disclosure Request) above, the Recipient must not disclose any of the Disclosing Party's Confidential Information during the Term and for five years following the termination or expiration of this Agreement, except that, for Disclosing Party's Confidential Information relating to any product roadmap(s), source code, technical infrastructure security, trade secrets, or compliance documentation, such obligations will survive the termination or expiration of this Agreement perpetually.

18. Representations and Warranties

- 18.1. Mutual Representations and Warranties. Each Party represents and warrants that:
- (a) it has the legal authority to enter into this Agreement; and
 - (b) This Agreement has been executed by an authorized representative of that Party.
- 18.2. Buyer Representations and Warranties. Buyer represents and warrants that it:
- (a) will use no less than reasonable care, diligence, expertise, and skill in performing its obligations under this Agreement; and
 - (b) will comply with all applicable laws, rules, and regulations, including public procurement laws, Export Laws, Anti-Bribery Laws, Data Protection Laws, etc.; and
 - (c) will not make any facilitation payments (i.e. payments to induce officials to perform routine functions they are otherwise obligated to perform) or place CIL in violation of any applicable laws, rules, or regulations (whether through any act(s) or omission(s) of Buyer, or otherwise).
- 18.3. CIL Representations and Warranties
- (a) CIL warrants that the services offered directly by CIL (excluding the proprietary software and hardware Product(s) owned by Product Owners) do not and will not infringe, misappropriate, or violate any intellectual property right or other proprietary right of any third party.



19. Independent Contractor Status

Notwithstanding any provision in this Agreement to the contrary, where CIL is providing Buyer with the services aspect of its Products, the relationship between the Parties, either as evidenced by the Agreement or by the conduct of the Parties in pursuance thereof shall neither constitute nor be construed as a partnership, joint venture, fiduciary, or any other similar relationship between the Parties. It is understood and agreed that the relationship between the Parties is purely that of independent contractors. Neither Party shall have the authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of the other and shall not make any agreements, representations or warranties in the name of, or on behalf of the other Party.

20. Non-solicitation

The Buyer and CIL hereby undertake to each other that for the period of 12 months following termination of the Agreement neither of them will either directly or by an agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his or her employment or an associate or contractor of any sort to breach the terms of his or her contract with the Buyer or CIL as the case may be.

21. Governing Law and Dispute Resolution

21.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.2. The Parties shall first seek to resolve any dispute arising out of or in connection with this Agreement through amicable negotiations. Should such negotiations fail, the Parties agree to resolve disputes through mediation. A mediator will be appointed by mutual agreement. If the Parties are unable to agree on a mediator within fifteen (15) days of the failure of amicable negotiations, the recognized mediation body shall be the Centre for Effective Dispute Resolution (CEDR) in London, and a mediator shall be appointed by CEDR upon application by either Party. If mediation is unsuccessful after thirty (30) days of its commencement, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

22. Anti-Bribery and Corruption

CIL and its employees are prohibited from offering, promising, authorizing the giving of anything of value, or making any unauthorized payment on behalf of Buyer to any



government official, private organization, political party, candidate for public office, or public international organization, to influence or facilitate any act or decision in connection with the service.

23. Limitation of Liability

- 23.1. In no event shall CIL be liable to Buyer for any indirect, special, incidental, consequential, or punitive damages of any kind, including but not limited to loss of profits, revenue, or data, whether in an action in contract, tort, strict liability, or otherwise, resulting from any action from Buyer.
- 23.2. Notwithstanding Clause 23.1. above, in no event shall CIL's total aggregate liability arising out of or related to this Agreement (whether in contract, tort, or otherwise) exceed the total amount of fees paid by the Buyer to CIL under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim.

24. Indemnities

- 24.1. In respect of any indemnities given in this Agreement, the Parties agree that each will:
- 24.1.1. Provide the other with prompt written notice of any claim, action, or demand in relation to that indemnity;
 - 24.1.2. Provide the other with prompt written notice of any claim, action, or demand in relation to that indemnity;
 - 24.1.3. support the other as reasonably necessary in the defence of any such claim, provided that the Indemnifying Party reimburses the other for its reasonable out-of-pocket expenses; and
 - 24.1.4. not settle any claim without the Indemnifying Party's written consent, which consent shall not be unreasonably withheld.

25. Term and Termination of Services

- 25.1. Termination Notice. Subject to clause 25.4. wherever applicable, Buyer may elect to terminate this Agreement and discontinue the use of the Product(s) or CIL's services at any time. To do so, Buyer must provide CIL with a written notice of termination ("Termination Notice"). The Termination Notice must be received by CIL at least thirty (30) days before the desired date of termination.
- 25.2. Offboarding Schedule. Upon receiving the termination notice, CIL will initiate the



offboarding process, which will be completed by the end of the nearest billing cycle, depending on the timing of the notice.

- 25.3. Obligations Upon Termination. Upon termination of this Agreement, Buyer shall be responsible for the payment of all fees incurred up to and including the offboarding date which shall immediately become due, owing and payable. CIL shall provide Buyer with any final deliverables as described in this Agreement and shall procure the effective stoppage of the use of the Products by Buyer. Buyer hereby covenants and agrees to provide all necessary cooperation to give effect to this clause and in the event of its refusal to do so, CIL shall be entitled to procure assistance from Product Owner(s) to ensure an effective stoppage of the use of the Products by Buyer.
- 25.4. If Buyer is receiving Subscription Services from CIL (monthly commit, quarterly commit, bi-annual commit, 1 year commit, 2 years commit, or 3 years commit) as specified in the Order or SOW and terminates this Agreement for convenience (Clause 25.1) prior to the expiration of the fixed term, Buyer shall pay CIL, in addition to all fees incurred up to the Offboarding Date (Clause 23.3), an amount equal to 100% of the remaining fixed subscription fees that would have been due for the unexpired portion of the fixed term. This amount shall immediately become due and payable.
- 1.1. This Agreement shall continue to be in effect once signed by the last Party to sign same until terminated as provided herein. The Buyer cannot exercise any termination rights under the Agreement until all related invoices have been settled.
- 25.5. Services shall commence on the date set out in the Order or SOW as applicable (“Agreed Start Date”) and continue until completion of the planned work (“Agreed Completion Date”).
- 25.6. Either Party may terminate this Agreement for cause if the other Party materially breaches any of its terms and fails to cure such breach within a period of 30 days after receiving written notice thereof. No liability shall be incurred by any Party for terminating this Agreement for cause save for as provided for in clause 25.3. above.
- 25.7. CIL may terminate this Agreement immediately on written notice if:
- (a) Product Owner reasonably determines that applicable law(s) make it impracticable or unlawful to continue providing the applicable Product(s); or
 - (b) CIL believes, in good faith, that Buyer has violated or caused CIL to violate any Anti-Bribery Laws or Export Laws, or that such a violation is reasonably likely to occur.



26. General Provisions

- 26.1. This Agreement, including all Appendix and addenda, constitutes the entire agreement between CIL and Buyer regarding its subject matter and supersedes all prior or contemporaneous understandings, agreements, representations, or warranties, both written and oral.
- 26.2. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.
- 26.3. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party provided that consent shall not be unreasonably withheld.
- 26.4. Any notice required or permitted to be given under this Agreement shall be in writing and shall be considered effectively given upon delivery to the email address of the receiving Party as supplied by such party in the course of this Agreement, personal delivery, delivery by a reputable courier service, or five (5) days after mailing by certified or registered mail, return receipt requested, to the addresses specified herein.
- 26.5. Neither Party will be liable for failure or delay in its performance of this Agreement to the extent caused by circumstances beyond its reasonable control. The affected Party must notify the other party in writing within 7 days of a force majeure event, detailing the event's nature, expected impact, and anticipated duration. If the event continues for more than 30 days, either Party may terminate this Agreement with written notice. Both Parties must take reasonable steps to mitigate the effects of the event.
- 26.6. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 26.7. If any term (or part of a term) of this Agreement is deemed invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.
- 26.8. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity shall not affect the other terms or provisions of this Agreement or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly.



APPENDIX 1 - CIL SUPPORT SERVICES FRAMEWORKS

Helpdesk (L0) Service Framework

Framework available at <https://cecareintel.com/cil-support/it-helpdesk>

Cloud Platform Operations Service Framework

Framework available at <https://cecareintel.com/cil-support/cloud-platform-operations>

Managed Detection and Response

Framework available at <https://cecareintel.com/cil-support/managed-detection-and-response>

Security Operations Centre Service Framework

Framework available at <https://cecareintel.com/cil-support/security-operations-centre>

Application Support Framework

Framework available at <https://cecareintel.com/cil-support/application-support>