

## A2g Cyber Limited - Cloud Support Services - Terms and Conditions

Email: [info@a2g-cyber.com](mailto:info@a2g-cyber.com)

### 1. Definitions and Interpretation

#### 1.1 In these Terms:

- **Buyer** means the customer purchasing Services.
- **Supplier** means **A2g Cyber Limited**.
- **Services** means the cloud support professional services provided by the Supplier (including advisory, assurance, configuration support, remediation and implementation assistance, and knowledge transfer, as applicable).
- **SOW** means the statement of work agreed in writing between the parties describing the Services, scope, deliverables (if any), assumptions, timelines, locations (remote/onsite), roles/responsibilities and any applicable rates and/or budget.
- **PO** means the Buyer's purchase order (or equivalent written order/authorisation) for the Services.
- **PO Budget** means the total value stated on the PO (excluding VAT unless expressly stated otherwise).
- **Deliverables** means any reports, recommendations, documentation, plans, runbooks or other outputs provided by the Supplier to the Buyer as part of the Services.
- **G-Cloud Framework** means the Crown Commercial Service G-Cloud 15 framework agreement (RM1557.15).
- **G-Cloud Call-Off Contract** means the call-off contract (and its schedules/order form/SOW) entered into between the Buyer and the Supplier under the G-Cloud Framework.

#### 1.2 Order of precedence. If there is any conflict:

- (a) where the Services are provided under a G-Cloud Call-Off Contract, the G-Cloud Call-Off Contract will take precedence;
- (b) the SOW will take precedence in relation to scope, deliverables, assumptions, timelines/dates, locations (remote/onsite), roles/responsibilities and service-specific requirements;
- (c) the PO will take precedence only in relation to rates (where expressly stated), PO Budget and any payment terms expressly stated on the PO; and
- (d) these Terms will apply to all other matters and will prevail in all other respects.

### 2. Formation of Contract

2.1 A contract is formed when A2g Cyber Limited accepts a SOW in writing (including email) and the Buyer issues a PO (or equivalent written order/authorisation) referencing that SOW,

**or** when A2g Cyber Limited starts delivering the Services following written authorisation from the Buyer (including email) referencing the SOW.

2.2 The Buyer confirms it has authority to agree the SOW and place the PO (or authorisation) and that it has obtained all internal approvals required.

### 3. Scope and Delivery

3.1 A2g Cyber Limited will provide the Services described in the **SOW** using reasonable skill and care.

3.2 Unless explicitly agreed otherwise in writing in the SOW, Services are delivered on a time and materials basis.

3.3 A2g Cyber Limited determines the manner and means of performing the Services, subject to meeting the Buyer's reasonable operational and security requirements set out in the SOW (or otherwise notified in writing).

3.4 Delivery is remote by default. Onsite attendance will only be provided if expressly agreed in writing in the SOW.

### 4. Buyer Responsibilities

4.1 The Buyer will provide timely:

- access to relevant systems/environments, information, and personnel;
- approvals and decisions required to progress the Services; and
- a suitable point of contact for coordination and escalation.

4.2 The Buyer remains responsible for its systems, configurations, operational decisions, and change control approvals.

4.3 Delays caused by lack of access, information, approvals, or stakeholder availability may require timetable changes. Time spent by A2g Cyber Limited remains chargeable where work continues.

### 5. Changes

5.1 Any material change to scope, priorities, deliverables, assumptions, or timelines must be agreed in writing **by updating the SOW** (or issuing a change note expressly agreed by both parties) before it is implemented.

5.2 Where a change increases effort, duration, or cost, the Buyer will agree an updated SOW and issue either (a) a revised PO Budget or (b) an additional PO (or written authorisation) before A2g Cyber Limited proceeds beyond the existing PO Budget.

## 6. Personnel and Substitution

6.1 A2g Cyber Limited may assign suitably qualified personnel and may substitute personnel where necessary.

6.2 A2g Cyber Limited remains responsible for the performance of its personnel.

6.3 A2g Cyber Limited's personnel are not employees of the Buyer and the Buyer will not exercise day-to-day supervision or control over them beyond coordinating delivery.

## 7. Charges, PO Budget and Expenses

7.1 The Buyer will pay A2g Cyber Limited's fees at the hourly rate(s) set out in A2g Cyber Limited's rate card or otherwise agreed in writing and referenced in the **SOW and/or PO**.

7.2 A2g Cyber Limited will use reasonable efforts not to exceed the **PO Budget**. A2g Cyber Limited will not knowingly perform Services that would cause total charges to exceed the PO Budget without the Buyer's prior written approval and either (a) a revised PO Budget or (b) an additional PO (or written authorisation).

7.3 Unless expressly agreed in writing, travel, subsistence, and expenses are excluded. If agreed, they will be charged at cost (with receipts) or at the agreed mileage rate, and must be within the PO Budget unless the Buyer increases it.

7.4 All fees and charges are exclusive of VAT, which will be added where applicable.

7.5 **Booked time.** Where the Buyer requests and A2g Cyber Limited confirms in writing (including email) the booking of specific dates/times for onsite attendance or a reserved block of time for delivery (a **Booked Slot**), that Booked Slot will be treated as reserved capacity.

7.6 **Cancellation / re-scheduling fees.** If the Buyer cancels or re-schedules a Booked Slot, A2g Cyber Limited may charge the following fees (calculated using the applicable hourly/day rate for the time booked), in addition to any non-recoverable travel/subsistence costs incurred:

- more than **10 working days'** notice: **0%**
- **6–10 working days'** notice: **25%**
- **3–5 working days'** notice: **50%**
- **1–2 working days'** notice: **75%**
- less than **1 working day'** notice or non-attendance: **100%**

7.7 **PO Budget.** Any cancellation/re-scheduling fees and related non-recoverable expenses are chargeable and count toward the PO Budget (unless the Buyer approves an increase in writing).

## 8. Timesheets and Records

8.1 A2g Cyber Limited will maintain reasonable time records for chargeable work.

8.2 The Buyer may request timesheet summaries to support invoicing.

## 9. Invoicing and Payment

9.1 A2g Cyber Limited will invoice monthly in arrears (unless otherwise agreed in writing in the SOW).

9.2 Payment terms are 30 days from invoice date, unless the PO states otherwise.

9.3 If the Buyer disputes an invoice, it must notify A2g Cyber Limited within 10 working days of receipt, pay any undisputed amount by the due date, and cooperate promptly to resolve the dispute.

9.4 A2g Cyber Limited may suspend Services on reasonable notice if invoices remain overdue, without liability for resulting delay.

9.5 **No deduction / set-off.** The Buyer shall pay all invoices in full and cleared funds, **without any set-off, counterclaim, deduction or withholding** (other than any deduction or withholding of tax as required by law).

9.6 **Late payment interest.** If any undisputed amount is not paid by the due date, A2g Cyber Limited may charge interest on the overdue amount at **7% per annum above the Bank of England base rate**, accruing daily from the due date until payment is received (whether before or after judgment).

9.7 **Recovery costs.** The Buyer shall reimburse A2g Cyber Limited for reasonable costs incurred in recovering overdue payments (including reasonable legal and debt recovery costs).

## 10. Support Hours and Contacts

10.1 Support is available Mon–Fri **09:00–17:00 (UK)**, excluding UK public holidays.

10.2 A named lead consultant will be provided as the primary point of contact for coordination, prioritisation and escalation, where requested by the Buyer (and where set out in the SOW).

10.3 All support time (including answering questions, troubleshooting and implementation assistance) is chargeable and counts toward the PO Budget.

## 11. Security and Access

11.1 A2g Cyber Limited will apply reasonable security measures and least-privilege principles when accessing Buyer systems and handling Buyer information.

11.2 A2g Cyber Limited will not make changes to Buyer production systems without the Buyer's approval and will follow the Buyer's change control process where provided.

11.3 The Buyer will provision and revoke access in accordance with its policies. The Buyer must promptly remove A2g Cyber Limited access on request or at the end of the Services.

## 12. Data Protection

12.1 Each party will comply with applicable data protection laws.

12.2 Where the Services require A2g Cyber Limited to process personal data on the Buyer's behalf, the parties will agree appropriate data processing terms before such processing occurs.

## 13. Confidentiality

13.1 Each party will keep confidential information confidential and will not disclose it to any third party except as required to perform the Services or by law.

13.2 Confidential information may be disclosed to professional advisers under duties of confidentiality.

13.3 These confidentiality obligations survive termination.

## 14. Intellectual Property

14.1 **Background IPR.** Each party retains all right, title and interest in and to its pre-existing intellectual property, including methodologies, templates, tools, software, know-how and materials (together, **Background IPR**).

14.2 **Ownership of Deliverables.** Subject to clause 14.3 and full payment of all undisputed invoices due, the Buyer will own all right, title and interest in the Deliverables created specifically for the Buyer in the course of providing the Services (**Deliverables IPR**).

14.3 **Supplier Retained Materials.** Notwithstanding clause 14.2, A2g Cyber Limited retains ownership of:

- (a) all Background IPR;
- (b) any generic components, reusable concepts, techniques, skills, or know-how developed or used during the Services which are not specific to the Buyer; and

(c) any improvements or enhancements to A2g Cyber Limited's Background IPR made in the course of providing the Services.

**14.4 Licence of Supplier Materials embedded in Deliverables.** To the extent that any of A2g Cyber Limited's Background IPR or Supplier-retained materials (clause 14.3) are incorporated into the Deliverables, A2g Cyber Limited grants the Buyer a perpetual, non-exclusive, non-transferable, royalty-free licence to use those elements **as part of the Deliverables** for the Buyer's internal business purposes.

**14.5 Restrictions.** The Buyer may not sell, sublicense, commercially exploit, or make the Deliverables (or any Supplier Background IPR embedded within them) available to third parties without A2g Cyber Limited's prior written consent, except where required by law or regulation or for disclosure to auditors/professional advisers under obligations of confidentiality.

**14.6 Reuse of know-how.** Nothing in this clause prevents A2g Cyber Limited from using and developing its general skills, experience and know-how acquired in the course of performing the Services, provided it does not disclose the Buyer's confidential information.

## 15. Warranties and Disclaimers

**15.1** A2g Cyber Limited warrants that it will perform the Services with reasonable skill and care.

**15.2** The Services are advisory/support in nature. A2g Cyber Limited does not warrant that all issues will be identified, that recommendations will achieve a particular outcome, or that incidents will be prevented.

**15.3** Except as expressly stated, all warranties, conditions and terms implied by law are excluded to the fullest extent permitted.

## 16. Liability

**16.1** Neither party is liable for any indirect or consequential loss, including loss of profit, revenue, business, goodwill, or anticipated savings, arising out of or in connection with the Services.

**16.2** G-Cloud liability cap. Where the Services are provided under a G-Cloud Call-Off Contract, the Parties' liability (including the applicable liability cap(s), exclusions and carve-outs) shall be as set out in the G-Cloud Call-Off Contract. Any limitation or exclusion of liability in these Terms shall not apply to the extent it conflicts with the G-Cloud Call-Off Contract.

16.3 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

## 17. Insurance

17.1 A2g Cyber Limited will maintain appropriate insurance for the Services, including as a minimum: Employers' Liability (where applicable), Public Liability, and Professional Indemnity at levels appropriate to the Services and/or as required by the Buyer.

## 18. Standards and Certification

18.1 A2g Cyber Limited confirms that it holds **Cyber Essentials** certification and will maintain Cyber Essentials (or an equivalent replacement certification scheme if Cyber Essentials is superseded) during the provision of the Services.

## 19. Termination

19.1 Either party may terminate the contract immediately by written notice if the other party commits a material breach and fails to remedy that breach within 14 days of receiving written notice requiring it to do so.

19.2 The Buyer may terminate for convenience on 10 working days' written notice.

19.3 On termination, the Buyer will pay all fees and agreed expenses properly incurred up to the termination date, subject always to the PO Budget unless the Buyer has approved an increase in writing.

19.4 On termination or completion, A2g Cyber Limited will, on request, return or securely delete Buyer confidential information held by A2g Cyber Limited, except where retention is required by law or for legitimate business record-keeping (in which case it will remain protected under clause 13).

## 20. Non-Exclusivity

20.1 The Services are non-exclusive. Either party may work with other organisations provided it does not breach confidentiality or create a conflict that prevents performance.

## 21. Force Majeure

21.1 Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including power failure, internet outage, natural disaster, war, terrorism, civil unrest, or government action. The affected party will notify the other as soon as reasonably practicable.

## 22. Notices

22.1 Notices must be in writing and sent by email or to the postal address notified by the receiving party. Notices are deemed received on the next business day after sending by email (provided no bounce-back is received).

## 23. Assignment and Subcontracting

23.1 The Buyer may not assign or transfer its rights or obligations without A2g Cyber Limited's prior written consent (not to be unreasonably withheld).

23.2 A2g Cyber Limited may subcontract elements of the Services but remains responsible for delivery.

## 24. Entire Agreement

24.1 These Terms, the SOW, and the PO (and, where applicable, the G-Cloud Call-Off Contract) constitute the entire agreement between the parties relating to the Services and supersede all prior discussions and correspondence about the Services.

## 25. Governing Law and Jurisdiction

25.1 These Terms are governed by the laws of England and Wales.

25.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.