



1. Definitions

In these Conditions, the following definitions apply:

"A Party" - refers to either "Computing Information Systems Limited" "CIS Ltd" or the Client in any given respect.

"Business Day" - a day (other than a Saturday, Sunday, or a public holiday in England and Wales) when banks in London are open for business.

"Business Hours" - Monday to Friday, 9:00 AM to 5:30 PM, excluding bank holidays.

"Extended Hours" - Monday to Friday, 8:00 AM to 8:00 PM, excluding bank holidays.

"CIS" or "CIS Ltd" - Computing Information Systems Limited incorporated and registered in England with Company number 02420578 whose registered office is at 35 Ballards Lane, London, United Kingdom, N3 1XW and trading as CIS, www.cisltd.com.

"Client" - the person or firm who engages CIS Ltd to provide the Services, as set out in the Contract Schedule.

"Conditions" - these terms and conditions as amended from time to time in accordance with Condition 18.

"Confidential Information" - any information disclosed by one Party to the other Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

"Contract" - the contract between CIS Ltd and the Client for the supply of Services in accordance with these Conditions and the Contract Schedule.

"Contract Commencement Date" - has the meaning set out in the Contract Schedule.

"Contract Schedule" - the schedule attached to or otherwise incorporating these Conditions.

"Contract Variation Document" - a subsequent change to the Contract Schedule as agreed between the Parties in writing.

"Data Protection Legislation" - all applicable data protection and privacy legislation including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003.

"Equipment" - any hardware, software, servers, workstations, network devices, and other technology equipment provided by CIS Ltd in connection with the Services, including those listed in the Contract Schedule.

"Force Majeure Event" - has the meaning given to it in Condition 18.2.

"Initial Period" - if applicable, the initial period of the Contract set out in the Contract Schedule.

"Intellectual Property Rights" - all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in designs, rights in computer software, database rights, moral rights, and any other intellectual property rights, in each case whether registered or unregistered.

"Monthly Service Fee" - the monthly fees payable for the Services as set out in the Contract Schedule.

"Out-of-Hours Support" - support provided outside Business Hours or Extended Hours as applicable to the Client's service tier.

"Overage Charges" - additional charges applicable when the Client exceeds the number of users or devices specified in the Contract Schedule.

"Renewal Period" - if applicable, any period following the Initial Period during which the Contract continues in force.

"Service Commencement Date" - the date on which CIS Ltd commences provision of the Services as set out in the Contract Schedule.

"Service Location" - the Client's premises or locations where the Services are to be provided, as set out in the Contract Schedule.

"Services" - the IT services supplied by CIS Ltd to the Client as set out in the Contract Schedule.





"Service Level Agreement" or "SLA" - the service level agreement set out in the Contract Schedule.

"Service Specifications" - the description or specification for the Services as set out in the Contract Schedule.

"Setup Charges" - the one-time charges for initial setup and installation as set out in the Contract Schedule.

"Term" - the whole period for which the Contract applies and is in force.

"The Parties" - refers to both CIS Ltd and the Client collectively.

"Third-Party Software" - any software, applications, or services provided by parties other than CIS Ltd, including but not limited to Microsoft 365, antivirus software, backup solutions, and cloud services.

2. Interpretations

The following rules of interpretation apply in the Contract:

2.1. Words which import the neuter gender only shall include the masculine and feminine genders; words importing the masculine gender only shall include feminine gender only and vice versa.

2.2. Words which import the singular only shall also include the plural and vice versa.

2.3. Where two or more persons are included in the expression "the Client", obligations of the Client contained within the Contract, those persons shall be jointly and severally liable for the performance of those obligations.

2.4. The Contract shall be binding on, and enure to the benefit of, the Parties to this Contract and their respective personal representatives, successors and permitted assigns.

2.5. A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).

2.6. Reference to any legislation or a legislative provision thereof shall include any modification, re-enactment, amendment or extension thereof.

2.7. Any reference to the necessary consent or approval of a Party shall mean the consent or approval in writing.

2.8. A reference to writing or written includes email.

2.9. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. Basis of Contract

3.1. This Contract will be effective from the Contract Commencement Date.

3.2. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

3.3. All quotations given by CIS Ltd shall be valid for a period of 30 days from the date of the quotation, unless otherwise stated.

4. Equipment

4.1. If any Equipment is to be supplied to the Client under the Contract, CIS Ltd will supply the Equipment to the Service Location on or before the Service Commencement Date.

4.2. Unless otherwise agreed in writing, title to the Equipment shall not pass to the Client and the Equipment remains the property of CIS Ltd or its suppliers.

4.3. The Client shall keep all Equipment in safe custody at its own risk, maintain the Equipment in good condition, and not dispose of or use the Equipment other than in accordance with CIS Ltd's written instructions.

4.4. Upon termination of this Contract, the Client shall return all Equipment to CIS Ltd in good working condition within 14 days, failing which CIS Ltd may recover the Equipment at the Client's expense.

5. The Services



- 5.1. The Services that CIS Ltd provides are set out in the Contract Schedule. All other services are excluded unless CIS Ltd has specifically agreed in writing to provide them to the Client.
- 5.2. CIS Ltd shall use reasonable endeavours to provide the Services to the Client from the Service Commencement Date until termination of the Contract in accordance with Condition 14.
- 5.3. CIS Ltd shall provide the Services substantially in accordance with the Service Specifications and the SLA.
- 5.4. CIS Ltd shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and CIS Ltd shall notify the Client in any such event.
- 5.5. CIS Ltd warrants to the Client that the Services will be provided using reasonable care and skill by appropriately qualified and experienced personnel.
- 5.6. CIS Ltd shall respond to support requests in accordance with the SLA set out in the Contract Schedule.
- 5.7. If CIS Ltd fails to provide the Services in accordance with this Condition 5, CIS Ltd will re-perform and rectify the issue within a reasonable timeframe as set out in the SLA, this being the Client's sole remedy in respect of such failure.

5A. Security Management and Incident Response

- 5A.1 **Definitions.** "Security Event" means an observed occurrence that may indicate a breach of policy or failure of safeguards. "Security Incident" means a confirmed event that compromises the confidentiality, integrity or availability of systems or data, whether or not Personal Data is involved.
- 5A.2 **Notification.** CIS shall notify the Customer without undue delay after confirming a Security Incident affecting Services or Customer systems within CIS's managed scope. CIS will provide initial facts, likely impact, and immediate mitigation taken. This is in addition to any obligations under Condition 11.5.
- 5A.3 **Response.** Upon a Security Incident, CIS will take reasonable steps to contain, eradicate and mitigate within the Service scope and will cooperate with the Customer's investigation. CIS may implement temporary technical measures, including isolating affected endpoints or suspending specific connectivity where necessary to protect the environment.
- 5A.4 **Post-Incident Reporting.** Within a reasonable period after closure, CIS will provide a summary of cause where known, actions taken, and recommendations.
- 5A.5 **Costs.** Emergency response, forensic analysis, restoration and recovery efforts that are outside the purchased Service scope will be chargeable at CIS's standard rates or as otherwise agreed. Where the root cause is Customer configuration, third-party services not managed by CIS, or failure to implement CIS recommendations, such costs are fully chargeable to the Customer.

6. Client's Obligations

The Client shall:

- 6.1. Ensure that the terms of the Contract Schedule are complete and accurate.
- 6.2. Co-operate with CIS Ltd in all matters relating to the Services.
- 6.3. Provide CIS Ltd, its employees, agents, consultants and subcontractors, with access to the Service Location and other facilities as reasonably required by CIS Ltd to provide the Services.
- 6.4. Provide CIS Ltd with such information and materials as CIS Ltd may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.
- 6.5. Prepare the Service Location for the supply of the Services.
- 6.6. Obtain and maintain all necessary licences, permissions and consents which may be required for the Services.
- 6.7. Ensure that the Client's network and systems meet the minimum requirements specified by CIS Ltd for the provision of Services.
- 6.8. Maintain adequate and appropriate backups of all data and systems, notwithstanding any backup services provided by CIS Ltd.



6.9. Acknowledge that if backup and disaster recovery services are not included in the Services purchased under this Contract, the Client is solely responsible for all data backup and recovery, and CIS Ltd shall have no liability for any data loss regardless of cause.

6.10. Comply with all applicable laws and regulations in relation to its use of the Services.

6.11. Not use the Services for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the Services.

6.12. Notify CIS Ltd immediately of any unauthorised access to or use of the Services or any security breach.

6.13. Ensure that all users of the Services are properly trained and comply with any usage policies provided by CIS Ltd.

6.14. Provide a safe and adequate working environment for CIS Ltd personnel when on-site visits are required, including access to power, network connectivity, and reasonable facilities.

6.15. Immediately report any security incidents, suspected breaches, or unauthorised access to CIS Ltd, and cooperate fully in any investigation or remediation activities.

6.16. Maintain proper password security and user access controls, and promptly notify CIS Ltd of any user additions, deletions, or changes in access requirements.

6.17. Notify CIS Ltd at least 5 Business Days in advance of adding or removing users or devices that would affect the number specified in the Contract Schedule.

6.18. Pay for all Third-Party Software licenses required for the Services unless specifically included in the Contract Schedule, and ensure such licenses remain current and compliant.

6.19. Notify CIS Ltd in writing within 30 days of any change in ownership, control, or business structure of the Client organisation.

6.20. Not use the Services for any illegal purposes, including but not limited to cryptocurrency mining, spam distribution, hosting illegal content, or any activity that violates CIS Ltd's Acceptable Use Policy.

6A. Client Cybersecurity Obligations

The Customer shall, for all in-scope systems, maintain as a minimum:

- a) Multi-factor authentication for administrative accounts and remote access.
- b) Supported operating systems and vendor-supported firmware. End-of-life systems must be risk-accepted in writing by the Customer.
- c) CIS-recommended endpoint protection and patching within agreed maintenance windows.
- d) Unique user accounts. Least-privilege access. No shared administrative accounts.
- e) Prompt implementation of CIS security advisories, critical updates and configuration changes.
- f) Timely provision of logs, evidence and access required for investigation.

Failure to meet the above may limit CIS's ability to deliver Services and may exclude related issues from SLA and liability.

7. Charges and Payment

7.1. The Client shall pay the Monthly Service Fee and any Setup Charges as set out in the Contract Schedule.

7.2. All charges are exclusive of VAT, which shall be added to CIS Ltd's invoice at the appropriate rate.

7.3. Monthly Service Fees are payable within 30 days by direct debit or bank transfer.

7.4. Setup Charges are payable within 14 days of the invoice date or prior to the Service Commencement Date, whichever is earlier.

7.5. CIS Ltd may increase the Monthly Service Fee annually in line with the Retail Price Index (RPI) or by such other amount as agreed in writing.

7.6. Any additional services requested by the Client outside the scope of the Contract Schedule will be charged at CIS Ltd's standard hourly rates or as otherwise agreed in writing.

7.7. If the Client fails to make payment when due, CIS Ltd may charge interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time.





7.8. CIS Ltd reserves the right to suspend Services if payment is more than 30 days overdue, upon giving the Client 7 days' written notice.

7.9. If the Client adds users or devices during a billing period, the additional Monthly Service Fee for those users or devices will be charged on a pro-rata basis from the date of addition.

7.10. If the Client exceeds the number of users or devices specified in the Contract Schedule without prior written agreement, CIS Ltd may charge Overage Charges calculated at 120% of the standard per-user or per-device rate for the applicable service tier.

7.11. Additional on-site visits beyond those included in the Client's service tier will be charged at **£[RATE]** per hour with a minimum charge of 2 hours, plus reasonable travel expenses.

7.12. Out-of-Hours Support requests will be charged at **£[RATE]** per hour with a minimum charge of 1 hour, in addition to standard service fees.

7.13. CIS Ltd's current hourly rates for additional services are set out in the Contract Schedule and may be updated annually in line with RPI or by written agreement.

7.14. In the event of a disputed invoice, the Client shall pay the undisputed portion by the due date and provide written details of the dispute within 10 Business Days of the invoice date. The Parties shall work in good faith to resolve the dispute within 20 Business Days.

8. Changes to Services

8.1. The Client may request changes to the Services by submitting a written change request to CIS Ltd.

8.2. CIS Ltd will assess the change request and provide a written response within 10 Business Days, detailing any impact on charges, timescales, or Service Specifications.

8.4.2. Notwithstanding Condition 8.3, CIS Ltd may implement emergency changes to the Services without prior Client approval if necessary to address security threats, system failures, or compliance requirements. CIS Ltd shall notify the Client of such emergency changes as soon as reasonably practicable.

8.4. The Client may request to upgrade or downgrade service tiers by providing at least 30 days' written notice. Tier changes will take effect from the start of the following month and may be subject to new Setup Charges.

8.5 Security Testing and Monitoring

The Customer authorises CIS to conduct vulnerability scanning, configuration assessment, and security monitoring activities on in-scope systems for the purpose of providing the Services. Active penetration testing will only be performed with prior written consent and at agreed times. Findings will be shared with the Customer, who remains responsible for remediation unless expressly included in the Service scope.

9. Intellectual Property Rights

9.1. All Intellectual Property Rights in any software, documentation, or materials provided by CIS Ltd in connection with the Services shall remain the property of CIS Ltd or its licensors.

9.2. CIS Ltd grants to the Client a non-exclusive, non-transferable licence to use such software and materials solely for the purpose of receiving the Services during the Term.

9.3. The Client shall not copy, modify, reverse engineer, decompile, or create derivative works from any software or materials provided by CIS Ltd.

9.4. All Intellectual Property Rights in the Client's data and existing systems shall remain the property of the Client.

10. Confidentiality

10.1. Each Party undertakes that it shall not disclose to any person any Confidential Information of the other Party, except as permitted by this Condition 10.





10.2. Each Party may disclose the other Party's Confidential Information to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract.

10.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Contract.

10.4. The obligations in this Condition 10 shall not apply to any Confidential Information that is publicly available, was already known to the receiving Party, or is required to be disclosed by law.

10.5. The obligations in this Condition 10 shall survive termination of the Contract.

11. Data Protection

11.1. Both Parties shall comply with all applicable requirements of the Data Protection Legislation.

11.2. Where CIS Ltd processes personal data on behalf of the Client, the Client is the data controller and CIS Ltd is the data processor.

11.3. CIS Ltd shall only process personal data on the Client's documented instructions and shall implement appropriate technical and organisational measures to protect personal data.

11.4. CIS Ltd shall assist the Client in responding to requests from data subjects and in meeting the Client's obligations under Data Protection Legislation.

11.5. CIS Ltd shall notify the Client without undue delay upon becoming aware of any personal data breach.

11A. TECHNICAL AND ORGANISATIONAL MEASURES

CIS shall maintain appropriate technical and organisational measures proportionate to risk, including access control, malware protection, encryption in transit for managed services, secure configuration and vulnerability management, and staff security awareness. On request, CIS will provide a high-level description of these controls and principal Sub-processors relevant to the Services.

12. Liability and Insurance

12.1. Nothing in the Contract shall limit or exclude either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

12.2. Subject to Condition 12.1, CIS Ltd shall not be liable to the Client for any indirect or consequential losses, including but not limited to loss of profits, loss of business, loss of revenue, or loss of data.

12.3. Subject to Condition 12.1, CIS Ltd's total liability to the Client in respect of all claims arising under or in connection with the Contract, whether in contract, tort, or otherwise, shall not exceed an amount equal to 12 months' Monthly Service Fees.

12.4. The Client acknowledges that CIS Ltd is not responsible for any losses arising from the Client's failure to maintain adequate backups of its data and systems.

12.5. If the Client does not purchase backup and disaster recovery services from CIS Ltd as part of the Services, CIS Ltd shall have no liability whatsoever for any loss, corruption, or destruction of the Client's data, whether caused by CIS Ltd's negligence or otherwise. The Client acknowledges and accepts full responsibility for implementing and maintaining its own backup procedures and accepts all risks associated with data loss. This exclusion of liability applies even where data loss occurs as a result of CIS Ltd's provision of other Services under this Contract.

12.6. CIS Ltd shall maintain professional indemnity insurance and public liability insurance with reputable insurers in amounts appropriate to the Services being provided.

12.7. The liability limitations in Conditions 12.2 and 12.3 shall not apply to breaches of Condition 9 (Intellectual Property Rights) or Condition 10 (Confidentiality).

12.8. The Client shall take reasonable steps to mitigate any losses incurred as a result of CIS Ltd's breach of contract.

12.9. CIS Ltd may immediately suspend all or part of the Services without liability if: (a) the Client's systems pose a security risk to CIS Ltd's infrastructure or other clients; (b) the Client is using the Services in breach of the Acceptable Use Policy; or (c) suspension is required by law or regulatory



authority. CIS Ltd shall notify the Client as soon as reasonably practicable and work with the Client to resolve the issue.

12.10 Cyber Liability and Insurance

CIS maintains cyber liability insurance appropriate to the Services and will provide evidence on request. Subject to Conditions 12.1 to 12.3, CIS shall not be liable for Security Incidents originating from Customer-managed systems, third-party services not managed by CIS, or the Customer's failure to implement CIS security recommendations. This does not limit CIS's responsibility for incidents caused by CIS's breach of Contract.

13. Service Credits

13.1. If CIS Ltd fails to meet the uptime guarantee or response times set out in the SLA, the Client may be entitled to service credits as specified in the Contract Schedule.

13.2. Service credits shall be the Client's sole and exclusive remedy for CIS Ltd's failure to meet the SLA.

13.3. The Client must submit a claim for service credits within 30 days of the end of the month in which the failure occurred.

13.4. Service credits shall be applied as a credit against the following month's invoice and shall not entitle the Client to a refund.

13.5. Service credits shall be calculated as follows: for each percentage point that system availability falls below the guaranteed uptime, the Client shall receive a credit equal to 2.5% of the Monthly Service Fee for that month.

13.6. The SLA shall not apply and no service credits shall be due in the following circumstances: (a) issues caused by the Client's equipment, systems, or network; (b) Force Majeure Events; (c) scheduled maintenance notified in accordance with Condition 13.8; (d) emergency maintenance required for security or system stability; (e) suspension of Services in accordance with these Conditions; (f) Third-Party Software or service failures beyond CIS Ltd's reasonable control; or (g) the Client's failure to implement CIS Ltd's recommendations or updates.

13.7. CIS Ltd shall provide at least 48 hours' notice of scheduled maintenance, which will be conducted outside Business Hours wherever possible. Emergency maintenance may be conducted with reduced or no notice if required for security or system stability.

13.8 INCIDENT-RELATED SLA EXCLUSIONS

SLA response or availability targets do not apply during necessary containment or isolation actions taken to protect the Customer environment during a Security Incident, provided CIS acts reasonably and informs the Customer as soon as practicable.

14. Term and Termination

14.1. The Contract shall commence on the Contract Commencement Date and shall continue for the Initial Period, unless terminated earlier in accordance with this Condition 14.

14.2. Following the Initial Period, the Contract shall automatically renew for successive Renewal Periods unless either Party gives the other at least 90 days' written notice of termination before the end of the Initial Period or any Renewal Period.

14.3. If the Client adds any new product or service to the Contract during the Initial Period or any Renewal Period, the Contract term shall automatically reset and a new Initial Period of the same length as the original Initial Period shall commence from the date the new product or service is added. The Client acknowledges that this ensures CIS Ltd can recover its investment in implementing the additional product or service.

14.4. Either Party may terminate the Contract immediately by giving written notice to the other Party if the other Party commits a material breach of the Contract and fails to remedy that breach within 30 days of being notified in writing.



14.5. Either Party may terminate the Contract immediately by giving written notice if the other Party becomes insolvent, enters administration, or ceases to carry on business.

14.6. If the Client terminates the Contract during the Initial Period without cause, the Client shall pay CIS Ltd an early termination fee equal to 50% of the remaining Monthly Service Fees for the Initial Period.

14.7. Upon termination of the Contract for any reason, the Client shall immediately pay all outstanding fees and charges, return all Equipment to CIS Ltd, and cease using any software or materials provided by CIS Ltd.

14.8. CIS Ltd shall provide reasonable assistance to the Client in transitioning to alternative service providers for a period of up to 30 days following termination, subject to payment of CIS Ltd's standard charges.

14.9. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

14.10. Upon termination, CIS Ltd shall return all Client data in a mutually agreed electronic format within 30 days. The Client must collect or arrange transfer of all data within this period, after which CIS Ltd may securely delete all Client data from its systems.

14.11. The Client acknowledges that it is responsible for ensuring alternative IT service arrangements are in place before or upon termination of this Contract.

14.12. Within 30 days of termination, CIS Ltd shall provide a final invoice showing all charges up to the termination date, less any credits due, and any outstanding amounts shall be payable within 14 days.

14.13 SECURE DATA DESTRUCTION

Upon deletion under Condition 14.10, CIS shall irreversibly destroy residual copies within standard backup and log retention cycles using industry-recognised methods and will confirm destruction on request. Where the Customer requests accelerated destruction outside standard cycles, additional charges may apply.

15. Subcontracting and Assignment

15.1. CIS Ltd may subcontract any or all its obligations under the Contract to third-party service providers, but shall remain responsible for the performance of such subcontractors.

15.2. The Client may not assign, transfer, or subcontract any of its rights or obligations under the Contract without CIS Ltd's prior written consent.

15.3. CIS Ltd may assign or transfer the Contract to any member of its group of companies or to a successor in business upon giving written notice to the Client.

16. Dispute Resolution

16.1. If a dispute arises between the Parties in connection with the Contract, the Parties shall first attempt to resolve the dispute through good faith negotiations between senior representatives of each Party.

16.2. If the dispute cannot be resolved within 14 days, the matter shall be escalated to director level (or equivalent) of each Party for further negotiation.

16.3. If the dispute remains unresolved within 30 days of the dispute first arising, either Party may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

16.4. Nothing in this Condition 16 shall prevent either Party from seeking interim or injunctive relief from the courts.

17. Warranties and Representations

17.1. Each Party warrants that it has full power and authority to enter into and perform its obligations under the Contract.

17.2. The Client warrants that it owns or has the right to use all data, software, and systems to which CIS Ltd is given access for the purposes of providing the Services.





17.3. CIS Ltd warrants that it has and will maintain all necessary licences, permissions, and consents to provide the Services.

17.4. Except as expressly stated in the Contract, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

18. General Provisions

18.1 Entire Agreement

The Contract constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them, whether written or oral.

18.2 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, strike, lockout, epidemic, pandemic, or governmental action.

18.3 Waiver

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

18.4 Severance

If any provision of the Contract is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

18.5 Notices

Any notice required to be given under the Contract shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or email to the address specified in the Contract Schedule or such other address as may be notified from time to time.

18.6 Third Party Rights

No person other than the Parties shall have any rights under the Contract and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

18.7 Amendments

CIS Ltd reserves the right to amend these Conditions from time to time. Any amendments shall be notified to the Client in writing at least 60 days before they take effect. Continued use of the Services after such amendments shall constitute acceptance of the revised Conditions.

18.8 Governing Law and Jurisdiction

The Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18.9 Acceptable Use Policy

The Client agrees not to use the Services for: (a) any illegal or unauthorised purpose; (b) transmitting viruses, malware, or harmful code; (c) cryptocurrency mining; (d) spam or unsolicited bulk communications; (e) hosting or distributing illegal, defamatory, or infringing content; (f) attempting to gain unauthorised access to other systems; (g) any activity that could damage CIS Ltd's reputation or infrastructure; or (h) any purpose that violates applicable laws or regulations. CIS Ltd reserves the right to immediately suspend Services for violations of this policy.

18.10 Service Reviews

CIS Ltd shall conduct quarterly service reviews with the Client to discuss service performance, upcoming changes, and any concerns. The Client may request additional reviews with reasonable notice.

18.11 Backup Retention

Where the Client purchases backup and disaster recovery services, CIS Ltd shall retain backup copies for the periods specified in the Contract Schedule. Following termination of the Contract, backup data shall be retained for 90 days to allow for data recovery, after which all backup copies shall be securely deleted.



18.12 THIRD-PARTY AND CLOUD SERVICES

Where Services depend on Third-Party Software or cloud platforms not operated by CIS, the Customer acknowledges that CIS's obligations are limited to configuration and management within the agreed scope. Failures, outages or vulnerabilities within such third-party services are excluded from SLA and liability except where caused by CIS's breach of Contract.