

Supplementary Terms and Conditions

Introduction and Precedence

These Terms and Conditions ("Supplier Terms") relate to the services offered by **Inductive Solutions Ltd** ("The Supplier") on the G-Cloud 15 Framework.

These terms are **supplementary** to the G-Cloud 15 Framework Agreement and the Call-Off Contract. In the event of any conflict between these terms and the Framework Agreement, the Framework Agreement and Call-Off Contract shall take precedence.

Service Definitions

The specific scope of work, deliverables, and timelines for each engagement will be defined in a detailed **Statement of Work (SoW)** or Order Form.

- **"Advisory Services"** refers to Strategy, FinOps, TOM, vCISO, and Data Intelligence.
- **"Security Testing Services"** refers to Red Teaming and Penetration Testing.
- **"Audit Services"** refers to Cyber Essentials, ISO27001 readiness, and Gap Analysis.
- **"Training Services"** refers to Security Education Training & Awareness (SETA).

Client Obligations (General)

To ensure the successful delivery of Services, the Client agrees to:

- Ensure that the terms of the Order are complete and accurate.
- Co-operate with the Supplier in all matters relating to the Services.
- Provide the Supplier with timely access to necessary data, billing portals, personnel, and premises.
- Where the Client requires the Supplier utilise customer systems, access will be provided by the Client at no cost to the Supplier, and will ensure that all such systems are procured and available.
- Provide a safe working environment for on-site consultants.
- Ensure that all documentation and data provided to the Supplier is accurate and complete. The supplier is not liable for errors resulting from incorrect source data.
- Obtain and maintain all necessary licenses, permissions and consents which may be required for the services before the date on which the Services are to start, as far as reasonably practicable.



- Keep and maintain all materials equipment, documents and other property of the Supplier at the Client's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Client, and not dispose of or use the Supplier's Materials other than in accordance with the Supplier's written instructions or authorisation.
- If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation:
 - The Supplier shall without limiting its other rights or remedies have the right to suspend performance of Services until the Client remedies the situation, and to rely on the Client's failure or omission to relieve it from the performance of any of its obligations to the extent the failure or omission prevents or delays the Suppliers performance of any obligation.
 - The Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client's failure or delay to perform any of its obligations as set out in this clause.
 - The Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client's failure or omission.

Supplier Obligations (General)

To ensure the successful delivery of Services, the Supplier agrees to:

- Undertake and provide the Services in accordance with any brief and deadline agreed with the Client.
- To manage and carry out the services in an expert and diligent manner and to provide his/her services to the best of his/her technical and creative skill and to be solely responsible for how the services are provided.
- To the best of his/her ability, promptly and faithfully to meet the Deliverables and deadlines agreed with the Buyer.
- The Supplier is free to undertake and accept other engagements, except those which lead or might lead to any conflict of interest between the Client and the Supplier during his or her appointment.
- The Supplier has the right to supply a substitute of equivalent knowledge and expertise and acknowledges that the Buyer has the right to refuse the replacement if, in the reasonable view of the Client, the replacement is not sufficiently qualified to undertake the work. Where substitution occurs, the Supplier will remain responsible for its obligations under the agreement and will be responsible for the payment of the replacement so that there will be no further payments outside of



the agreed terms to pay for any handover period between the original and the replacement.

- To keep the Client informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time when so requested by the Client. While the Seller's method of working is entirely their own and they are not subject to the control of the Client, they shall nevertheless comply with this and any other reasonable requests of the Buyer (or its clients) which do not impact upon the Supplier's method of working.

Confidentiality

- The Supplier hereby agrees that during the course of his or her engagement under this Agreement they are likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Client and those of the Client's clients, customers and suppliers details of which are not in the public domain, and accordingly the Supplier hereby undertakes to and covenants with the Client that:
 - They shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services.
 - They shall not, within a period of 2 following the date of this agreement (save as required by law or otherwise agree in writing), disclose or divulge to any person other than to officer or employees of the Client whose province it is to know the same any Confidential Information and they shall use their best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
- The restrictions set out in Section 5. Confidentiality shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Supplier.

Specific Terms: Security Testing & Red Teaming

- **Authorisation:** The Client warrants that they own the systems to be tested or have obtained explicit written authorisation from the owner. The Supplier will not commence any "Red Team" or "Penetration Testing" activities without a signed "**Permit to Attack**" or "**Rules of Engagement**" document.
- **Indemnity:** The Client agrees to indemnify the Supplier against any legal action from third parties resulting from the testing of systems where the Client incorrectly warranted they had authority to authorise testing.
- **Destructive Testing:** Unless explicitly agreed in the SoW, the Supplier will not employ techniques designed to cause Denial of Service (DoS) or permanent data destruction. In the case of destructive testing being explicitly agreed in the SoW,

the Supplier only accepts limited liability up to the value of the contract or £5,000,000.00 whichever is lower.

- **Safety:** Physical security testing (e.g., attempting to breach buildings) will be conducted strictly within the safety parameters defined in the Risk Assessment.

Specific Terms: Audit, Assurance & Certification

- **No Guarantee of Result:** While the Supplier will use reasonable skill and care to prepare the Client for accreditation (e.g., Cyber Essentials Plus, ISO27001), the Supplier **cannot and does not guarantee** that the certification will be awarded by the external Awarding Body.
- **Remediation:** Unless explicitly stated in the SoW, the Supplier provides diagnostic reporting and advice. Technical remediation of non-conformities is the responsibility of the Client.
- **Timescales:** Timelines for certification are subject to the responsiveness of the Awarding Body and are outside the Supplier's control.

Specific Terms: vCISO & Advisory

- **Advisory Capacity:** The vCISO service is advisory in nature. The Supplier provides recommendations and leadership, but final decision-making authority and acceptance of risk remain with the Client's Board and Senior Management. The vCISO position does not transfer any legal responsibility or liability from the Client to the Supplier.
- **Savings Estimates:** For Cloud Cost Optimisation (FinOps) services, any projected savings are estimates based on snapshot data. Realised savings depend on the Client's implementation of recommendations.
- **Implementation:** Unless explicitly agreed, Strategy & Architecture services deliver the design/roadmap; technical implementation is a separate engagement.

Specific Terms: Education & Training (SETA)

- **Cancellations:** Scheduled training workshops or simulation exercises cancelled by the Client with less than 5 working days' notice may incur a cancellation fee equal to 50% of the agreed fee for that event, to cover preparation time and resource allocation.

Intellectual Property (IP) Rights

- **Foreground IP:** Specific deliverables (e.g., The Roadmap, The Security Report) created for the Client shall become the property of the Client upon full payment.

- **Background IP:** The Supplier retains ownership of all pre-existing Intellectual Property, methodologies, attack scripts, code libraries, and models used to deliver the services.

Pricing and Payment

- **Currency:** All prices are in GBP.
- **VAT:** All prices are exclusive of Value Added Tax (VAT).
- **Working Day:** Rates are based on a standard working day of 7.5 hours exclusive of travel and lunch.
- **Invoicing:** Invoices will be submitted monthly in arrears unless mapped to specific milestones in the SoW.
- **Payment Terms:** Standard payment terms are 30 days from the date of a valid invoice.
- **Expenses:** Travel and Subsistence (T&S) expenses incurred outside the M25 will be charged at the Client's standard departmental rates.

Data Protection & Confidentiality

- The Supplier agrees to process all data in compliance with UK GDPR and the Data Protection Act 2018.
- For Security Testing services, the Supplier treats all vulnerability data on a need-to-know basis for delivery of the Service.

Insurance

The Seller further warrants to the Buyer that they will:

- Take out and maintain throughout the term of this Agreement, adequate professional indemnity insurance to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Client, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Client;
- Take out and maintain throughout the term of this Agreement, adequate public liability insurance coverage to protect themselves against any liabilities arising out of this Agreement in respect of all and any contractors/employees they utilise to carry out the Services and shall produce, at the request of the Client, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Client.