2T Security Ltd: G-Cloud 15 Services Terms and Conditions

1. Definitions

1.1 **Terms.** Throughout this Agreement the following terms shall have the meanings given to them:

we, us, our	2T Security Ltd
you, your	The parties to this Agreement (excluding 2T Security Ltd)
Agreement	The agreement between you and us formed by these Terms and Conditions, the engagement letter, and any schedules to these documents.
Deliverables	All documents and other materials that we have agreed to provide to you as part of the Services.
Expenses	Additional business-related costs incurred by us in the provision of the Services and additional to the Fees (including, but not limited to, travel, accommodation, and other out-of-pocket costs).
Fees	The charges made for the provision of the Service.
Services	The consultancy services provided by us under the terms of the Agreement and defined in the engagement letter.
Working Days	Every day excluding Saturdays, Sundays, and public and bank holidays in England.
Managed Service	The service outcomes provided by us under the terms of the Agreement and defined in the engagement letter.
Threat Intelligence	The providers of the Evolve platform

These terms will be shown throughout this document with initial capital letters.

1.1 PAYMENT
Threat Intelligence will issue an invoice for any Professional Services performed upon delivery of the report or final deliverable.
Threat Intelligence will issue an invoice for any Evolve Product or Managed Services upon acceptance of the service. Annual product and managed services will be invoiced on an annual basis unless the agreement is terminated.
The amount of the invoice is due and payable to Threat Intelligence within 30 days of the date of issue, as stated on the invoice. Unless agreed otherwise by the parties, payments will be made by electronic funds transfer to Threat Intelligence using the bank details as specified on the invoice.

1.2 CURRENCY AND TAXES
Quotations and invoices provided by Threat Intelligence are in Pounds Sterling are exclusive of VAT.

1.3 REPRESENTATIVES
Threat Intelligence will appoint a primary contact person.
You must appoint a primary contact person and provide the contact details to Threat Intelligence, including contact name, position, email address, landline phone number, and mobile phone number.
Both parties may replace the primary contact person by giving written notice to the corresponding primary contact with updated contact details.

You must ensure that your representative is contactable during the week leading up to the start of the engagement, and throughout the course of the engagement. This is to ensure that any issues can be answered or remedied within a short timeframe to ensure the successful execution of this engagement.

1.4 TERM
This quotation is valid for 30 days from the date specified on the front page of this proposal. Once expired, you must contact Threat Intelligence to review the proposal, and if required, submit an updated version.

1.5 VARIATIONS
Variations to this agreement must be submitted in writing to Threat Intelligence at least 7 days prior to the start of this engagement. If both parties are unable to agree upon the valuation of the variation, Threat Intelligence reserves the right to invoice for part or full payment of the cost of this engagement at the reasonable discretion of Threat Intelligence.

1.6 REQUIREMENTS
The proposal detailed above has specified a number of requirements that are often pre-requisites to starting the engagement and completing it at a high quality.
You must ensure that Threat Intelligence is provided with the relevant information and access detailed in these requirements, and in any subsequent verbal or written communications, at least 7 days prior to the start of the engagement or as agreed in writing with Threat Intelligence.

If you have not provided the relevant information and access detailed in these requirements, and in any subsequent verbal or written communications, prior to the scheduled start of the engagement, and you have not informed Threat Intelligence at least 7 days prior to the scheduled start of the engagement that the engagement is to be postponed, then if both parties are unable to agree upon the valuation of the variation, Threat Intelligence reserves the right to invoice you for part or full payment of the cost of this engagement at the reasonable discretion of Threat Intelligence.

1.7 DISPUTES
In the rare situation where the work completed is deemed unsatisfactory to any reasonable person due to significant differences in the deliverables to what is detailed in this agreement and including any updated agreements that have been made and accepted in writing by Threat Intelligence, then the client must provide a written dispute within 7 days of receiving the report.

Threat Intelligence will review the dispute and decide an appropriate course of action to remedy the dispute or refund the corresponding portion of the fee at the sole discretion of Threat Intelligence.

1.8 LIMITATION OF LIABILITY
Subject the maximum extent permitted by law, the maximum aggregate liability of each party for all claims under or relating to this proposal, is limited to an amount equal to the total fees paid and payable under this proposal.

1.9 INTELLECTUAL PROPERTY
As a deliverable of this engagement, and during the course of this engagement, Threat Intelligence will be providing you with Material (including but not limited to documents,

data, insights, knowledge, methodologies, and tools) containing their Intellectual Property. The Threat Intelligence Material and all Intellectual Property Rights in the Threat Intelligence Material are owned by Threat Intelligence. Threat Intelligence Materials must not be sold, assigned, leased, transferred, or commercially exploited without prior written consent from Threat Intelligence.

You may use the Threat Intelligence Material solely for the purposes of this engagement and to the extent that any reasonable person would perceive that there is no conflict in the actions being taken with the Threat Intelligence Material.

If there is any question relating to actions that can be performed with the Threat Intelligence Material, such as passing the information on to a third-party organisation, then simply contact Threat Intelligence to discuss.