

SAPPHIRE TECHNOLOGIES LIMITED

Schedule 1

This is Schedule 1 which is referenced in and forms part of the Contract for the supply of Managed Services between Sapphire Technologies Ltd ("The Supplier") and [CUSTOMER NAME] (the "Customer").

MANAGED SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

1. General

- 1.1 These Supplemental Terms and Conditions apply where the Supplier provides a Solution to the Customer which includes the provision of Managed Services.
- 1.2 Managed Services for the purpose of these Supplemental Terms and Conditions include but are not limited to Managed Services for Managed SIEM Services, Managed Threat Intelligence Services, Managed EDR Services, Managed Vulnerability Management and Security Awareness Training.
- 1.3 These Supplemental Terms and Conditions are in addition to all rights and obligations set out in the General Terms and Conditions and are to be read in conjunction with them.
- 1.4 For the purpose of these Supplemental Terms and Conditions, Managed Services shall be the Services as set out in the Service Description in Schedule 2 to the General Terms and Conditions.
- 1.5 The definitions and the rules of interpretation set out in clause 21 of the General terms and Conditions shall apply to these Managed Services Terms and Conditions.

2. Customer Rights and Obligations

- 2.1 Subject to the Customer paying the charges and in accordance with the other terms and conditions of these Managed Services Supplemental Terms and Conditions, the Supplier grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to allow the Authorised Users to use the Solution during the Term solely for the Customer's internal business operations.
- 2.2 The rights granted under clause 2.1 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.3 Where Third Party Software is supplied, the Supplier shall supply or otherwise make available to the Customer a copy of the Third Party Software Licence on request from the Customer, whether by means of the Third Party Software Vendor's website or otherwise. In supplying any such Third Party Software Licence the Supplier shall be permitted to redact such information contained in the Third Party Software Licence as it deems reasonably necessary to protect its Confidential Information. The Customer shall be responsible for ensuring that the Customer's use of the Third Party Software is properly licensed.
- 2.4 The parties acknowledge that the Customer's rights to use the Third Party Software, and the restrictions on the Customer's use of the Third Party Software, shall be as set out in the Third Party Software Licence.

- 2.5 The Customer must abide by the terms of the Third Party Software Licence and ensure that all persons using the Third Party Software supplied (or otherwise made available) by the Supplier to the Customer abide by the terms of the Third Party Software Licence.
- 2.6 The parties acknowledge that the Third Party Software Licence creates rights and obligations between the Customer and the Third Party Software Vendor, and that the Supplier is not a party to the Third Party Software Licence.
- 2.7 The Supplier may from time to time assist the Customer to obtain hardware from third parties, the parties agree and acknowledge that in such circumstances the Customer shall contract directly with the third party and that the Supplier is not a party to that contract. Consequently, the Customer shall be solely responsible for adhering to the relevant terms and conditions and for payment of all associated invoices.
- 2.8 The Supplier shall as far as able and reasonable pass on to the Customer the benefits of any Third Party Software Vendor warranties in relation to any Third Party Software. The Supplier gives no warranties or guarantees and makes no representations concerning the Third Party Software, and all such warranties, guarantees, representations, and all conditions and any other terms whatsoever implied by statute or otherwise, are hereby excluded from the Contract to the fullest extent permitted by applicable law.
- 2.9 The Customer shall not:
 - 2.9.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract;
 - 2.9.2 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - 2.9.3 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - 2.9.4 try to gain unauthorised access to the Services, Software or any underlying technology;
 - 2.9.5 use the Services to provide services to third parties or otherwise commercially exploit the Services;
 - 2.9.6 attempt to obtain, or assist third parties in obtaining, access to the Solution (or any part of it) otherwise than in accordance with the Contract.
 - 2.9.7 access all or any part of the Solution (or any part of it) to build a product or service which competes with the Solution (or any part of it).
- 2.10 In respect of Online Services, the Customer is solely responsible for obtaining and maintaining internet and network connections to access Online Services and any associated problems are the Customer's responsibility
- 2.11 The Supplier does not guarantee that any Online Services are compatible with the Customer's web browser, computer set-up or that the Customer's access to the Online Services will be uninterrupted or error-free.
- 2.12 The Supplier shall take reasonable steps to ensure that the Solution is free from Malware but offers no guarantee in this regard. The Supplier shall not be liable for any loss or damage caused by any Malware or other harmful technology that may infect the Customer's System, data or other material and it is recommended that the Customer uses malware-protection software

- 2.13 From time to time access to Online Services may be temporarily unavailable due to maintenance, repairs or other reasons. The Supplier shall use reasonable endeavours to carry out maintenance outside of Normal Working Hours and provide advance notice
- 2.14 The Customer is responsible in relation to its use, and the use of its personnel, of the Solution (or any part of it) and for:
 - 2.14.1 satisfying itself that the Solution is adequate for its requirements;
 - 2.14.2 unless specifically undertaken by Sapphire Technologies as part of the Service, all necessary security arrangements appropriate to its use of the Solution (or any part of it) including without limitation passwords, pass codes, audit controls, the creation of backup files and operating methods and procedures; and
 - 2.14.3 all results it obtains from the Solution (or any part of it) and actions and omissions made on the basis of those results
- 2.15 In relation to Authorised Users, the Customer undertakes that:
 - 2.15.1 each Authorised User shall keep a secure password for use of the Solution (or any part of it) and that each Authorised User shall keep their password confidential;
 - 2.15.2 each Authorised User shall use the Solution (or any part of it) in accordance with the Customer's obligations under the Contract; and
 - 2.15.3 the Customer shall be responsible for any Authorised User's breach of any obligation under the Contract.

3. Supplier Obligations

- 3.1. The Supplier undertakes that the Services will be performed with reasonable skill and care and that the Services will conform in all material respects with the relevant Service Description.
- 3.2. The undertaking in clause 3.1 shall not apply to the extent of any non-conformance that is caused by use of the Services contrary to the Supplier' instructions,
- 3.3. If the Services do not conform with the undertaking at clause 3.1, the Supplier shall, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking in clause 3.1.
- 3.4. The Supplier warrants that it, or has obtained valid licences, consents, permissions and rights to enable it to comply with the Contract and to use any of the Intellectual Property Rights necessary for the fulfilment of its obligations under the Contract.

4. Effect of Termination

- 4.1. If prior to the expiry of the Initial Term or any Renewal Term the Customer terminates this Contract for any reason other than allowable reason laid out in the general terms and conditions document, then in addition to any outstanding amounts payable in respect of the contract, the Customer shall be obliged to pay to The Supplier by way of compensation, the balance of the Charges the Customer would have paid over a period equal to the unexpired residue of the Initial Term or the Renewal Term immediately prior to the date of termination of this Contract less such discount as The Supplier shall reasonably apply to such balance in its discretion to reflect any savings in overheads. Any such payment shall become due within thirty (30) Business Days of receipt of invoice.