

**Cyber Security
Made Simple.**



End to end cyber security services to protect
your **data, technology and reputation.**

Aristi

Terms & Conditions of Business

G-Cloud 15



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2 ARISTI LIMITED TERMS OF BUSINESS

2.1 Services

Aristi Ltd (Aristi) shall perform the services described in the proposal. Aristi shall provide the Services at the address specified in the proposal. The Customer shall at its cost prepare the site and provide sufficient facilities to enable Aristi to deliver the Services.

2.2 Customer Responsibilities

Customer undertakes to supply all access, assistance, documentation and other information necessary for Aristi to provide the Services. Customer warrants that it is the owner of the Material ("Material" means the documents or other material (if any) supplied by Customer to Aristi in a hard copy or electronic format for use in providing the Services) and/or properly authorised licensee of the Material and that it violates no intellectual property of third parties by having Aristi perform the Services. Customer indemnifies Aristi from and against any liability arising from actual or alleged infringement of any intellectual property right arising from the use of or reproduction of the Material, and any defamatory, libellous, or illegal statements contained within the Material.

2.3 Copyright and Intellectual Property Rights

'Deliverable' means a work produced by Aristi in the course of Services for delivery to the Customer. Where pre-existing works are incorporated in any Deliverable, the Customer has non-exclusive irrevocable world-wide royalty free license to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Customer upon payment of all fees due to Aristi which relate to that Deliverable, and Aristi will execute a formal assignment thereof on request by the Customer.

2.4 Charges and Payment

Estimates are subject to change if based on incorrect information provided by the Customer, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Customer fails to operate correctly (save where the engagement itself is for the repair thereof). All sums due shall be invoiced and paid as specified in the Letter of Engagement / Quotation. The Customer will pay Aristi's invoices within 30 days, plus VAT. Unless otherwise specified, where payment is on a time and materials basis, Aristi may invoice monthly. If any of Aristi's invoices becomes overdue, Aristi may suspend provision of Services, and any agreed timescale will be automatically extended; Aristi may also terminate an engagement at any time when any payment is more than 60 days overdue. If you are a Partner in an unincorporated Partnership or an unincorporated Sole Trader your data will be transferred to our financiers for the purpose of providing finance. Their details are available upon request.

2.5 Liability

Aristi is not liable for any loss or damage in excess of the higher of (a) £100,000, and (b) 125% of the total fees payable in respect of an engagement, except where it may not lawfully exclude or limit

liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

2.6 Dispute Resolution

Aristi recognises that disputes as to certain matters may from time to time arise during the timeframe of the service provided, that relate to interpretation of a party's rights and/or obligations, or any alleged breach of agreement. Aristi and their client shall use all reasonable endeavours to settle any dispute between them as soon as possible through commercial negotiation conducted in good faith, guided by Aristi's Problem Resolution Process. This process details escalation routes and contacts from problem identification to resolution, and is available on request.

2.7 Termination

Either party may terminate any engagement by one month's written notice to the other, or by immediate written notice if the other is in material breach or if the other becomes insolvent.

2.8 Non-poaching of staff

Neither party will engage, employ or otherwise solicit for employment any person who during the previous 12 months was an employee, partner, or sub-contractor of the other and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement.

2.9 Terms

A contract for an engagement formed on the basis of a Letter of Engagement / Quotation referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Customer is intended for the Customer's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

2.10 Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of an engagement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault

on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

2.11 Status

The Customer is a client of a business undertaking carried on by Aristi, and it is not the intention of either to create or allow to arise any employee/employer relationship.

2.12 Data Protection

Aristi's consultants do not collect, save or store client personal information that they come in to contact with, other than to provide necessary evidence of vulnerabilities discovered during testing.

If our consultants need to process any data on identifiable living people, we must obtain consent from the data controller before doing so, employ appropriate security measures to protect the confidentiality and integrity of the data, and adhere to the principles of fair and lawful processing. We will at all times comply with the following legislation:

Data Protection Act 2018

UK GDPR

The Computer Misuse Act 1990

Privacy and Electronic Communications Regulations (PECR)

Human Rights Act 1998

2.13 Computer Crime or Cyber Crime

In the event of a suspected or confirmed cybercrime related to the contract, both parties agree to cooperate fully in any investigations conducted by law enforcement or regulatory authorities.

Each party shall provide the other with all necessary assistance and information to facilitate the investigation.

2.14 Freedom of Information

Aristi is not subject to the Freedom of Information Act 2000, however we will support public authorities to comply with any requirements they have under the Act.

2.15 Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

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