

## PRODUCT SCHEDULE

### MANAGED SECURITY

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#### PARTIES

- (1) **AdEPT Technology Group Plc** (Company Number 04682431) whose registered office is at One Fleet Place, London, United Kingdom, EC4M 7WS (“**Service Provider**”)
- (2) **[Customer Name] (Company Number) whose registered office is at [address]** (“**Customer**”)

#### RECITALS:

- A. The parties entered into a Framework Agreement for the provision of Services dated [ ] (the “**Framework Agreement**”).
- B. The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

## 1 SCOPE

- 1.1 These Product Terms cover Managed Security Products marketed by the Service Provider and defined as:
  - i) Managed Security Services
  - ii) Cyber Security
  - iii) Managed Firewall Services
  - iv) Managed Filtering Services
  - v) Associated services related to the provision of Managed Security Products which may include, but not limited to authentication, anti-virus, email filtering, web filtering, security audits, security monitoring.

## 2 TERM

- 2.1 These Product Terms shall commence on the date of its execution (the “**Commencement Date**”) by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.

## 3 ORDERING PRODUCTS

- 3.1 The Customer may order Managed Security Products by submitting an Order Form in accordance with the terms of the Framework Agreement.

- 3.2 Provision of a Managed Security service is subject to agreement of the relevant technical requirement document(s).
- 3.3 The Customer is responsible for providing AdEPT with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.
- 3.4 The Service Provider reserves the right to request additional information in order to provide a Managed Security Product prior to acceptance of an Order Form. Such additional information will be deemed to form part of the Order Form.
- 3.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.
- 3.6 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers
- 3.7 The Customer may add to or amend existing Managed Security Products by submitting a new Order Form and agreeing new technical requirement document(s) The Contract Term for any change will be as set out in the applicable Order Form.

#### **4 ORDER FORM**

- 4.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 4.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services to the Customer for the duration of the Term.

#### **5 COMMENCEMENT OF SERVICES**

- 5.1 The Service Provider will notify the Customer when it is ready to hand-over the Services to the Customer and will commence delivery of the Services from the Service Commencement Date. The Customer shall have two (2) days from the Service Commencement Date (the "Review Period") in which to notify the Service Provider of any material non-conformity of the Services with the Agreement. In the event that the Customer has not served a notice of material non-conformity within the Review Period, the Services shall be deemed to be accepted. If the Customer serves a notice of material non-conformity in the Review Period, then the Service Provider shall remedy the applicable defect in the Services as soon as reasonably possible and re-submit the applicable Service to the Customer for further review. The Service Provider shall have the right, but not the obligation, to be present during the carrying out of any review of the Services.
- 5.2 The Service Provider shall provide the Service materially in accordance with the agreement, including the applicable Product Description and the applicable Service Level Agreement.

- 5.3 The Customer must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. Failure to do so may result in Charges in line with Clause 6.
- 5.4 The Service Provider shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However, the Customer accepts that it is technically impracticable to provide the Service entirely free of faults or uninterrupted and the Service Provider does not undertake to do so.

## **6 CHARGES**

- 6.1 Charges for the Services are as agreed on the Order Form and the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit (usage cap) where applicable.
- 6.2 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.
- 6.3 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 6.4 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.
- 6.5 Where prior to entering into the Agreement or at any time during its term, the Customer has indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, the Service Provider may, without prejudice to any other rights under the Agreement, apply revised Charges.
- 6.6 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. This means that at the end of the Initial Term it becomes a 12 month renewable contract. The Customer can only terminate this if the Customer provides the Service Provider with 90 days written notice prior to the Initial Term end date or 90 days' written notice prior to each of the subsequent 'renewal' periods.
- 6.7 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term or subsequent renewal period, then 100% of the charges for the Services for the remainder of the Initial Term or subsequent renewal period are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by the Service Provider prior to the receipt of notice of termination.
- 6.8 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

## **7 SECURITY EQUIPMENT**

- 7.1 Where the Managed Security Products requires installation of Equipment at the Customer's Premises, as soon as reasonably practicable following the acceptance of

the Order Form, the parties shall mutually agree in writing a date on which the Service Provider, or one of its Contractors, shall visit the Premises during Normal Business Hours to carry out the Survey and the Service Provider shall use all reasonable endeavours to ensure that the Survey is carried out on such date or as soon as reasonably practicable thereafter.

- 7.2 Subject to Clause 7.1, the Customer shall, in advance of the Installation Date:
- 7.2.1 prepare the Premises in accordance with the reasonable instructions of the Service Provider or any of its Contractors;
  - 7.2.2 make available a suitable place and conditions for the Equipment to be installed in accordance with any directions communicated by the Service Provider or any of its Contractors;
  - 7.2.3 ensure the provision, at no charge to the Service Provider, of a sufficient supply of electricity to power the Equipment; and
  - 7.2.4 pay the Connection Charge, whereupon the Service Provider shall carry out the Installation and activate the Line(s) in accordance with Clause 6.2.
- 7.3 The Customer hereby acknowledges that an Installation may involve the need for minor structural alterations to the Premises and authorises the Service Provider and/or its Contractors to carry out such alterations and hereby warrants that it has full right, power and authority to provide such authorisation and the Customer shall indemnify the Service Provider against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, profits, loss of reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with any breach of the warranty provided by the Customer in this Clause 7.4.
- 7.4 Subject to 7.2 and 7.3, after an Installation is completed, it is the Customer's responsibility to restore the Premises to the condition it was in prior to the Installation, including any re-decoration and cleaning that may be required. The parties acknowledge that the Service Provider shall not be liable to the Customer for any liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, profits, loss of reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with any damage to the Customer's property arising in the course of the Survey or Installation, save for those arising from death or personal injury caused by the Service Provider's negligence or that of its employees or any of its Contractors or any other liability which cannot be limited or excluded by applicable law.
- 7.5 Following any Installation, the Customer shall be responsible for the Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by the Service Provider) to do so. The Customer will be liable to the Service Provider for any loss or damage to the Equipment, except where such loss or damage is due to fair wear or tear or is caused by the Service Provider or any of its Contractors.

## **8 SECURITY SOFTWARE**

- 8.1 Where the Managed Security Products requires the installation and use of specific software, the Service Provider hereby grants to the Customer a licence, in accordance with Clause 8.2.1 and Clause 8.2.2. of the Framework Agreement, to use the Software in order to access the Services as specified in the Order Form.

- 8.2 The Service Provider shall use reasonable endeavours to ensure that any changes, updates or repairs to the network or software which it uses as a platform to provide the Services which require interruption to the provision of the Services (“Maintenance Events”) shall not be performed during Normal Business Hours.
- 8.3 The Customer acknowledges that the Services are provided from the Data Centre or as the Cloud, as specified in the Order Form, and that the Service Provider retains the right to provide the Services from any other premises without providing any prior notice to the Customer.
- 8.4 The Service Provider may interrupt the provision of the Services at any time to carry out Maintenance Events so long as it gives the Customer at least five [5] days’ notice via the Customer’s client portal (“Scheduled Maintenance”), or as otherwise agreed in writing within the Order Form or at any time thereafter.
- 8.5 Where requested in the Order Form, the Service Provider shall provide, throughout the Term, connectivity to the Managed Security service. Where, the Customer make its own arrangements for connectivity or Internet access in order to access the Managed Security service, it must do so in accordance with the specifications suggested by the Service Provider from time to time.

## **9 EQUIPMENT**

- 9.1 The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures and performs to published specifications for such equipment.
- 9.2 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Services, is technically compatible with the Services and approved for that purpose under any relevant legislation.
- 9.3 Except as may be otherwise specifically provided under this Order Form, the obligations and responsibilities of the Service Provider under this Order Form are solely to the Customer and not to any third party. To the extent permitted by law, and subject to the limitations of liability in the Framework Agreement, the Customer will indemnify the Service Provider against any liabilities or costs arising from and all claims by any third party in connection with the use of the Services.

## **10 MAINTENANCE**

- 10.1 The Service Provider shall provide such preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 10.2 If the Customer detects any defect or impairment in the operation or performance of the Service, the Customer must notify the Service Provider’s Service Desk of the nature of such defect or impairment.
- 10.3 The Service Provider will be entitled to charge, and the Customer will pay a service fee at the Service Provider’s then current charging rates in the event that the need for any maintenance results from any one or more of the following:
- 10.3.1 Misuse or neglect of or accidental or wilful damage to the Equipment, and/or Service; or
  - 10.3.2 Accidental or wilful disconnection of the Equipment, and/or Service; or

- 10.3.3 Your failure to comply with any of the provisions of the Agreement; or
- 10.3.4 Fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in the Customer Apparatus; or
- 10.3.5 Faults of a minor or intermittent nature which do not significantly affect the provision of the Service.

**11 VARIATION**

- 11.1 Unless otherwise set out in this Product Schedule any variation to the Product Schedule shall be agreed by the Parties in writing.
- 11.2 Notwithstanding Clause 11.1 the Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.
- 11.3 If the Customer requests and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, the Customer must complete such formalities as the Service Provider shall require giving effect to such a change and the Customer must pay to the Service Provider its then current charges for such change and to reflect such change the Service Provider may without notice revise the Charges.
- 11.4 Subject as stated in this Clause, the Service Provider may vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.
- 11.5 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so.

Signed for and on behalf of .....  
**The Service Provider**

Name :  
 Job Title :

Signed for and on behalf of .....  
**The Customer**

Name :  
 Job Title :

**Appendix 1: Definitions**

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

<b>“Charges”</b>	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 6;
<b>“Cloud”</b>	means the data centre(s) where the Managed Security Products are hosted in a virtualised manner, including but not limited to Nebula, Azure, AWS, Google.
<b>“Commencement Date”</b>	has the same meaning as Service Commencement Date and has the meaning given to it in Clause 2.1;
<b>“Contractor”</b>	means any third party with whom the Service Provider contracts in order to provide the Services;
<b>“Data Centre”</b>	means the pre-defined data centre identified in the Order Form or such other location as the Service Provider may notify to the Customer in writing from time to time;
<b>“Equipment”</b>	means the equipment necessary to provide the Services that requires installation at the Premises;
<b>“Installation”</b>	has the meaning given to it in Clause 7.2.1;
<b>“Installation Date”</b>	has the meaning given to it in Clause 7.2.1;
<b>“Initial Term”</b>	means, the Minimum Contract Period as specified in the Order Form;
<b>“Order Form”</b>	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
<b>“Service Commencement Date”</b>	has the meaning given to it in Clause 5.1;
<b>“Services”</b>	means the Services as specified on the Order Form;
<b>“Software”</b>	has the meaning given to it in the Framework Agreement, or as defined within the Order Form;
<b>“Survey”</b>	means a survey of the Premises to ascertain the scope of work required for the set-up of the Services;

## **Appendix 2: Service Performance**

(Specific terms related and in addition to the Product Schedule to be completed as required)

## **Appendix 3: Specific Terms**

(Specific terms related and in addition to the Product Schedule to be completed as required)



## **Appendix 4 – Processing, Personal Data and Data Subjects**

### **1. Processing by the Service Provider**

#### **1.1 Scope, nature and purpose of processing**

Processing is required to securely store the Customer's Personal Data on servers maintained by the Service Provider.

#### **1.2 Duration of processing**

Until the date on which the Customer Data is either destroyed or disposed of in accordance with Clause 13.5.3 of the Framework Agreement, unless the Service Provider is required to continue processing in accordance with its obligations under the Data Protection Legislation, in which case the Personal Data shall be processed until the applicable obligations no longer apply or have been fulfilled.

### **2. Types of Personal Data**

Financial data, contact data, health data.

### **3. Categories of Data Subject**

Customer clients, customer employees, customer directors & customer contractors.