

Security Services

Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

- 'The Parties' Bridge and the Customer together.
- 'Services' Refers to the Security services covered by this Agreement, as set out in Schedule 1.
- 'Contract Period' Refers to the length of time from the start to finish of this Agreement.

1. Contract Term

- 1.1 This Agreement shall start on the Commencement Date, shall continue for an initial minimum term as set out in the Excalibur Quotation ("the Initial Period") and shall remain in force thereafter from year to year unless and until terminated by either party giving not less than 60 days prior written notice to the other, such notice to expire on the last day of the Initial Period or any subsequent yearly anniversary thereof.

2. Termination

- 2.1 Without prejudice to any rights of either party that have accrued under this Agreement or any of its rights or remedies, this Agreement may be terminated by either party immediately upon written notice if:

- (a) the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice specifying the breach; or
- (b) the other party terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement; or
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
- (g) the holder of a qualifying floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- (i) the other party (being an individual) is the subject of a bankruptcy petition or order; or
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause (c) to clause (i) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

2.2 This Agreement may be terminated by Bridge upon ninety (90) days written notice to the Client.

2.3 This Agreement may be terminated by the Client upon ninety (60) days written notice to BRIDGE in advance of the annual renewal date.

2.4 If either party terminates this Agreement under clause 0 or 0 above, BRIDGE will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay BRIDGE the actual costs of rendering such assistance.

3. Fees and Payment Schedule

3.1 The services to be provided by Bridge to the Client under this Agreement are as set out in Schedule 1 (**Services**).

3.2 In consideration for the provision by Bridge of the Services, Client shall pay to Bridge a monthly fee of . The Fee will be invoiced by Bridge to Client on a monthly basis, in advance and will become due and payable on the first day of each month. BRIDGE may at its discretion suspend or cancel the provision of any of its services supplied to the client if payment of any instalment of the Fee is not received within 30 days following the due date for payment under this clause 2.2.

3.3 Bridge has the right to review its standard charges at any time and will provide the client with 30 days' notice of any changes. The client has 30 days from receipt of this notice to cancel the agreement, providing 60 days' notice of termination from the date of the proposed amendment.

3.4 If any payment is not made within thirty (30) days of receipt of an invoice for such payment then Bridge may, without prejudice to its other rights, charge simple daily interest equivalent to an annual rate of 4% above the base rate of the bank that Bridge use from time to time on sums owing from the date when payment was due (being thirty (30) days after the date of invoice on disputed amounts determined to be due) until the date that Bridge receives payment of all sums outstanding including accrued interest. No interest shall be payable on any disputed amounts that are ultimately found (by a final court of competent jurisdiction) not to be payable.

3.5 It is understood that any and all services requested by Client other than the Services set out in Schedule 1 will be considered Projects, and will be quoted and billed as separate, individual services.

4 Taxes

4.1 All Bridge charges herein will be exclusive of Value Added Tax ("VAT"). The Client shall pay VAT on all sums due under this Agreement at the rate and in the manner prescribed by law from time to time.

5. Limitation of Liability

5.1 Nothing in this Agreement shall exclude or limit Bridge's Liability for (i) death or personal injury caused by negligence; (ii) the tort of deceit, or any act of fraud; (iii) any breach of any obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or (iv) any other liability to the extent that such liability cannot be excluded or limited by law.

5.2.1 Subject to the above clause 5.1, Bridge shall have no Liability for any of the following;

- 5.2.1 loss or damage incurred by the Client as a result of third party claims;
- 5.2.2 loss of actual or anticipated profits;
- 5.2.3 loss of business opportunity;
- 5.2.4 loss of anticipated savings;
- 5.2.5 loss of goodwill;
- 5.2.6 injury to reputation; or

any indirect, special or consequential loss or damage howsoever caused even if Bridge was advised of the possibility of such loss or damage in advance.

5.3 Any liability as described in clause 5.2 is excluded whether it is foreseeable, known, foreseen or otherwise.

5.4 Save as provided in above and without prejudice, Bridge's total aggregate liability in relation to any single event or series of related events shall be limited to 125% of the Fee paid to Bridge for Services in the 12 months immediately prior to the date that such event or the first of such series of events occurred. If such date occurs during the first year of this Agreement, such total aggregate liability shall be calculated by using the actual Fee paid and/or payable up to such date, divided by the number of calendar days since the Commencement Date, multiplied by 365 (or 366 in the case of a leap year).

5.5 Without prejudice to the above and save as provided in the above, Bridge's total aggregate liability for all claims under this Agreement shall be limited to the aggregate Charges paid to Bridge under this Agreement during the previous two years.

5.6 Without prejudice to clause 5.1, Bridge shall have no liability to the Client for any claim brought more than two years after the first accrual of the cause of action which the relevant circumstances or events have given rise to.



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5.7 The terms of this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply or failure to supply or delay in supplying the Services and any goods which are provided or supplied in the course of performing the Services, which might but for this have effect between Bridge and the Client or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose).

6. Specification of Services

- 6.1 Bridge will provide the Services set out in Schedule 1.
- 6.2 Bridge will use reasonable endeavours to provide the Service for use by the Customer from the Proposed Start Date unless otherwise specifically agreed by the Parties in writing or unless Bridge are unable to do so as the result of a failure by the Customer to fulfil their obligations under this Contract or by any delay caused by a nominated third party.
- 6.3 The Customer acknowledges that Bridge is dependent upon third parties when providing the Services. Notwithstanding any other provisions of this Contract, Bridge will not be liable to the Customer in contract, tort (including negligence) or otherwise for the actions of any third party that affect or otherwise impact upon the provision of the Services.

7. Confidentiality

- 7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients, clients or suppliers of the other party, except as permitted by clause 7.2.
- 7.2 Each party may disclose the other party's confidential information:
- 7.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and
- 7.2.2 as may be required by law, court order or any governmental or regulatory authority.

7.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

8. Force Majeure

8.1 Neither party shall be in breach of any obligation of this Agreement if it is prevented, hindered or delayed from performing such obligation by any matter or circumstance beyond its reasonable control.

9. Subcontracting and Assignment

- 9.1 Bridge is entitled to subcontract any part of its obligation to provide the Services to any of its affiliates or competent third parties. Bridge shall remain liable to the Client for the performance of any subcontracted obligation.
- 9.2 Save as set out in clause 9.1, neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

10. Variations

- 10.1 The parties shall review Services provided under this Agreement annually to address any necessary adjustments or modifications.
- 10.2 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11. Intellectual Property Rights and Indemnities

- 11.1 In this clause 11, **Intellectual Property Rights** shall mean patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
- 11.2 Title in all Intellectual Property Rights existing prior to the Commencement Date shall be the absolute property of and shall remain vested in the party that owned such rights immediately prior to that date. Each party acknowledges that it shall not acquire title or any rights or interest (except as expressly set out in this Agreement) in the other party's Intellectual Property Rights by virtue of the operation of this Agreement.
- 11.3 All Intellectual Property Rights created or developed in connection with the provision of the Services shall, unless otherwise agreed in writing by the parties, vest with Bridge.

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11.4 The Client shall indemnify Bridge from and against all costs, damages, losses, or expenses (including legal expenses) incurred by Bridge in respect of any demands or claims received by Bridge that the Client has used the Services or the Equipment to infringe the Intellectual Property Rights of any third party.

12. Governing Law

12.1 This Agreement shall be governed by the laws of England. The Parties irrevocably submit for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

13.1 This Agreement constitutes the entire agreement between the Client and Bridge for the provision of the Services.

13.2 The terms and conditions of this Agreement shall prevail should there be any variance with the terms and conditions of any order submitted by the Client.

14. Non-Solicitation

14.1 Neither party shall (except with the prior written consent of the other) during the term of this Agreement, and for a period of six months thereafter, other than in the normal course of business between Bridge and the Client, directly solicit the services of any staff of the other party who have been engaged in the provision of the Services or the management of this Agreement. In the event that this happens a fee of 35% of the annual salary of such staff will become immediately payable by the party in breach of this clause 15 to the other party.

15. Data Protection

15.1 The Parties shall comply with the provisions of the General Data Protection Regulation as amended or replaced from time to time. The Customer consents to Bridge processing data relating to the Customer or End-User for legal, administrative and management purposes and as necessary for Bridge to verify the credit worthiness of the Customer and for the fulfilment of this contract. The Customer accepts that Bridge may make such information available to third Parties who provide products and services to Bridge and to any regulatory authorities, governmental or quasi-governmental organisations.

15.2 Protecting your personal information is important to Bridge. Our privacy policy which sets out how we do this is available here: <https://www.excaliburcomms.co.uk/gdpr-policy/>. This policy explains the information that we hold, how we use it, and how long we keep it for.

16. Waiver

16.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17. No partnership or agency

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

18. Severance

18.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

18.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Notices

19.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

19.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

20. Counterparts

20.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.



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21. Third party rights

21.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SCHEDULE 1 – Specification of Services

1) Annual subscription, Management and Support of Cisco Umbrella services: <ul style="list-style-type: none">a) Creation and management of new and existing usersb) Management and purchasing of Licenses and subscriptionsc) Management of Umbrella Security policiesd) Management of Umbrella Content category policiese) Regular Monitoring of Umbrella events and internet activityf) Identifying and report on malicious activity or potential breaches
2) Annual subscription, Management and Support of Cisco AMP for Endpoints: <ul style="list-style-type: none">a) Creation and management of new and existing usersb) Management and purchasing of Licenses and subscriptionsc) Management of Security policies & device packagesd) Regular Monitoring of events and endpoint activitye) Identifying and report on malicious activity or potential breaches
3) Remote End User support for security products via phone or email <ul style="list-style-type: none">a) Includes security incident response
4) Regular Reviews <ul style="list-style-type: none">a) Annual Cyber review including reporting (all sites)b) Quarterly service review callc) Monthly review of site-based services exposed to the internetd) Monthly review of web site securitye) Monthly data breach assessment for customer usersf) Review and report on malware / malicious detectionsg) Review and analyse audit and activity data
5) Monthly report including: <ul style="list-style-type: none">a) Activities for the periodb) Umbrella activity and blocked trafficc) AMP activity and quarantined trafficd) Issues encounterede) Security risks identified, and any associated resolution actions required
6) Management and maintenance of customer risk registers <ul style="list-style-type: none">a) Identify, document and communicate risk to the customerb) Recommend actions for identified risks, so the customer can decide whether to mitigate, transfer or accept the risk.
7) Security Consulting services. <ul style="list-style-type: none">a) Cyber Assessments, Cyber Reviews or Cyber Health Checks in line with Bronze, Silver, Gold service levelsb) Security consulting for project work / Incident Investigation in line with Bronze, Silver, Gold service levelsc) Additional Security consulting charged on a day rate basis