

- Maintenance Contracts
- Hardware & Software Supply
- Remote Monitoring & Support
- Off-Site Backup & Integrity Services
- Network Design & On-Site Consultation



# Fortify Secure Cloud

## Terms and Conditions

This contract consists of:

- This agreement
- Schedule of Services (Including Service Descriptions)
- Service Level Agreement (Where issued by Consultant)
- Statement of Work for work outside the scope of the Schedule of Services (Where issued by Consultant)

## Service Agreement

### Agreement

This agreement (the "Agreement") is entered as of \_\_\_\_\_ between Technocure Ltd (The "Consultant") and \_\_\_\_\_ (the "Customer") in connection with the Consultant's provision of IT Support services.

### Services

It is agreed that the Consultant will provide to the Customer:

- a) The general services that the Customer has selected by marking the relevant box(es) on the schedule of services attached to this Agreement (the "Service Schedule"), the nature and extent of each such service being as set out in the description section forming part of the Service Schedule; and
- b) Additional services (if any) that the Customer has requested be provided as set out in any statement(s) of work agreed and signed by the Consultant and the Customer which shall be in a form equivalent to the example statement of work attached to this agreement (each such statement of work being a "SOW"), each service selected from the Service Schedule or as set out in any SOW being a "Service" and, together, the "Services".

The extent of the Services provided and the cost of such services shall be set out in the Service Schedule and/or any SOW, which are deemed to form part of and be subject to this Agreement. For the avoidance of doubt, the Consultant shall not be required to provide any Service to the Customer:

- a) Where the Customer has not marked the relevant box on the Service Schedule
- b) To the extent that such Service has been excluded, qualified or restricted in accordance with the description provided in the Service Schedule and/or any SOW.

Sales: 01254 457009 - Support: 01254 457008

Web: [www.technocure.co.uk](http://www.technocure.co.uk) - Sales: [sales@technocure.co.uk](mailto:sales@technocure.co.uk) - Support: [support@technocure.co.uk](mailto:support@technocure.co.uk)

Technocure Ltd, Mercer House, Mercer Park, Charles Street, Clayton Le Moors, BB5 5PS

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The Consultant shall have the option (but not an obligation) to provide the Customer with an additional Service Level Agreement ("SLA"). Any such SLA shall be deemed to form part of and be subject to this Agreement and may (or may not) be incorporated within a Service Schedule or SOW.

## Duties, Term and Compensation

The Consultant's duties, term of engagement, charges and provision for payment thereof are set out in this Agreement, the Service Schedule and/or any SOW. Such duties, term of engagement and payment terms may be amended in writing from time to time or supplemented with additional services that are agreed to in writing by the Customer and the Consultant.

No Service shall be rendered by the Consultant without the written agreement of both parties in the form of an amended Service Schedule or SOW.

Notwithstanding any other term of this Agreement, the Consultant reserves the right, upon notice to the Customer, to amend the terms of any Service Schedule and/or SOW to the extent necessary to allow the Consultant to comply with or best utilise any alterations or improvements made to the technology and/or software used by the Consultant.

In enforcing this right, the Consultant shall act reasonably and in good faith. Any such amendment shall take effect 10 days following delivery of notice of such an amendment.

## Confidentiality

The Consultant acknowledges that during the engagement the Consultant will have access to and become acquainted with various processes, information, customer lists, procedures, records, specifications, etc. belonging to the Customer and/or used by the Customer in connection with the operation of its business ("Customer Information").

The Consultant agrees not to disclose Customer Information, directly or indirectly, or use Customer Information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Customer or required by law, any court of competent jurisdiction or any regulatory authority. This duty shall not apply to any Customer information, which is in the public domain.

The Consultant shall not acquire any rights in files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative content, notebooks, and similar items relating to the business of the Customer ("Customer Records"), whether prepared by the Consultant or otherwise coming into its/his/her possession. The Customer grants the Consultant a non-exclusive, royalty-free licence to use and make copies of the Customer Records to the extent necessary for the Consultant to perform this engagement with the Customer and the Customer warrants to the Consultant that it/he/she has the unfettered right to grant such license.

The Consultant further agrees not to disclose the Consultant's retention as an independent consultant or the terms of this Agreement to any person without the prior written consent of the Customer and shall at all times preserve the confidential nature of the relationship to the Customer and of the services hereunder, unless required by law, any court of competent jurisdiction or any regulatory authority.

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## Insurance

The consultant carries public liability insurance but provides no additional guarantees relating to the quality of the service provided. Products and services provided are covered by the standard warranties as required under UK Law.

## Warranties and Liability

The Consultant warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Service Schedule and/or any SOW.

The Consultant shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Customer Records or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

Except in respect of death or personal injury caused by the Consultant's negligence, or as expressly provided in this Agreement, the Consultant shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Consultant, its officers, employees, servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Customer, and the entire liability of the Consultant under or in connection with this Agreement shall not exceed the amount of the Consultant's charges for the provision of the Services, except as expressly provided in this Agreement.

The Consultant shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Consultant's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Consultant's reasonable control.

## Termination and Payment of Consultants Fees

Either party may terminate this Agreement at any time by 30 days' advance written notice to the other party.

In addition, if either party materially breaches any provision of this Agreement (and, if such breach is remediable, fails to remedy such breach within 30 days of receiving notice from the other party requiring that such breach be remedied), the party not in breach may at any time terminate this Agreement immediately on giving written notice to the party in breach.

Payment of the Consultant's fees as specified on the Service Schedule and/or any SOW in respect of Services provided shall be made by the Customer within 14 days of the start of the month in which the Services are provided; if payment is not received by the due date for payment, the Consultant may terminate the engagement immediately, without prior written notice to the Customer and without prejudice to any other remedy available to the Consultant.

The various rights and remedies of the parties under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

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## Successors and Assigns

All of the provisions of this Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

## Independent Consultant

This Agreement shall not render the Consultant an employee, partner, agent of, or in joint venture with the Customer for any purpose. The Consultant is and will remain an independent consultant in its/his/her relationship to the Customer.

## Choice of Law

The laws of [Scotland/England and Wales/Northern Ireland] shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. The parties submit to the exclusive jurisdiction of the courts in [Scotland/England and Wales/Northern Ireland].

## Headings

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

## Waiver

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

## Assignment

Neither party shall assign any of its rights under this Agreement without the prior written consent of the other.

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## Notices

Any and all notices, demands, or other communications required or desired to be given by any party shall be in writing and shall be validly given or made to another party if personally served or sent by first class recorded delivery mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by first class recorded delivery mail, such notice shall be conclusively deemed given two business days after the date of posting to the following address:

Consultant: Technocure Ltd  
Mercer House  
Mercer Park  
Charles Street  
Clayton Le Moors  
BB5 5PS

Tel: 01254 457009  
Web: [www.technocure.co.uk](http://www.technocure.co.uk)  
Email: [enquiries@technocure.co.uk](mailto:enquiries@technocure.co.uk)

Customer: Customer Information to be inserted here for each agreement or provided separately as part of this agreement

Any party hereto may change its address or the contact person for purposes of this paragraph by written notice given in the manner provided above.

## Modification or Amendment

Subject to the Consultant's right to amend the terms of any Service Schedule and/or SOW under section 3 of this Agreement, no amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

## Entire Understanding

This document and any Service Schedule and/or any SOW attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

## Unenforceability of Provisions

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.