



WhiteSpider Terms and Conditions

Classification

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Approval

| Name | Position | Signature | Date |
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1 DEFINITIONS

1. "Client" means the client to whom WhiteSpider is providing Services and/or Equipment.
2. "WhiteSpider" means WhiteSpider Enterprise Services Limited, its subsidiaries and any of its subcontractors.
3. "Services" means the services and activities which WhiteSpider will perform as described in a Quotation, Statement of Works or Proposal
4. "Client Data" means Client data to the extent that it relates to their requirements for Services or is necessary for the proper provision of the Services to the Client
5. "Client Site" is any premises occupied by the Client at which it receives the Services.
6. "Normal Working Hours" means 9.00 am to 5.00 pm where the individual(s) undertaking the work is located on a Business Day.
7. "Business Day" means Monday to Friday, excluding Bank or other Public holidays in England. Where not explicitly stated as "Business Day" any reference to "Day" shall refer to a Calendar Day.
8. "Statement of Works" (SoW) means a document agreed by the parties which specifies Services and/or Equipment to be provided and the requirements for their provision.
9. "Commencement Date" is the date on which WhiteSpider starts the provision of the agreed services.
10. "Proposal", similar to a Statement of Works, means the document agreed by the parties specifying Services and/or Equipment to be provided and requirements for their provision (from here on included in the term "Statement of Works")
11. "Quotation" means a document that just identifies the Services and/or Equipment to be supplied, and the cost of these items
12. "Equipment" or "Hardware" means the products sold by WhiteSpider as set out in the SoW, Proposal or Quotation that fall within the scope of the Agreement
13. "Software" refers to any software sold by WhiteSpider, whether associated to specific equipment, or software sold separately.
14. "Service Charges" means the charges for the Services set out in the Agreement Details, an invoice issued by WhiteSpider and/or as detailed in the Record of Entitlement.
15. "Out of Hours" means time outside of Normal Working Hours.
16. "Initial Term" means the first term of the Agreement from the Commencement Date, being the period specified as such in the Agreement Details.
17. "Set-Up Fee" means the fee (if any) described as such in the Agreement Details, payable on the Commencement Date.
18. "Service Level Agreements" or "SLAs" are the service level arrangements applicable to the Managed Services, if any, as defined in the Managed Service Proposal

19. "Service Level" is the metrics for measuring the performance of the Managed Services as set out in the SLA.
20. "Next Business Day" means the same time on the next Business Day as the Client logged the relevant Incident Request, Change Request or Service Request on a Business Day.
21. "Packaged Service" means a standard pre-defined and repeatable service offering which WhiteSpider will perform as described in a SoW.
22. "Project Initiation Document" a.k.a. "PID" means the document setting out the overall project deliverables.
23. "Purchase Order" means a document issued by the Client to WhiteSpider, agreeing to the types, quantities, and agreed prices of Services and/or Equipment and authorising WhiteSpider to deliver such Services and/or Equipment
24. "Request for Change" is a formal request for a change in the agreed deliverables addition or change in scope, to the work identified in the SoW, or a request for the implementation of a change across the IT infrastructure which will record the work to be done as well as the assumed impact of the work.
25. "On Site" refers to a Client site, but not necessarily the site where the equipment is held
26. "Renewed Term" is a period of 12 months from the expiry of the Initial Term or the previous Renewed Term, as the case may be.
27. "Remote Location" refers to a location other than a Client site.
28. "Standard Audit" refers to a remote audit of every device to ensure that each device is connected, has up to date software, can be supported by the vendor and has no existing faults.
29. "Full Audit" refers to a Standard Audit by WhiteSpider, and (where possible) a physical audit, and a more detailed analysis of the configuration of every device to be supported.
30. "Gap Analysis" is a detailed analysis and comparison of the existing design documentation and the implemented solution.
31. "Confidential Information" means any confidential business and financial information of a party which is marked "confidential", which the receiving party knows or reasonably ought to know is confidential, or which is by its nature confidential, including, without limitation, information concerning the business operations and methods of a party or technical information acquired either directly or indirectly by the other party but excludes information which is or becomes publicly known through no wrongful act of the receiving party and for the removal of doubt it includes the Scope(s) of Service.

2 ORDERS

- 2.1 All contracts for the provision of Services and Equipment by WhiteSpider shall be deemed to incorporate these Terms and Conditions, which shall prevail over any other terms from the Client. Once an order has been received, if the Client wishes to cancel the order, the Client will be liable for the cancellation and postponement

charges as set out in these Terms and Conditions (see “Cancellation / Postponement” below).

- 2.2 All orders are subject to acceptance and to availability to provide the Services ordered: WhiteSpider is entitled to refuse any order placed by the Client.
- 2.3 The Client undertakes that all details it provides to WhiteSpider for purchasing Equipment or Services are correct to the best of the Client’s knowledge and belief’.
- 2.4 An order will be deemed to have been received when a Purchase Order referencing the WhiteSpider Quotation has been received by WhiteSpider.

3 PRICES

- 3.1 Charges for Services and Equipment, in addition to any appropriate VAT, are invoiced at the price as set out in the Quotation(s), unless otherwise agreed by both parties.
- 3.2 A Quotation is valid for 30 calendar days only from the date of the Quotation unless otherwise stated therein except as per 4.2(a) below.
 - a. For the supply of Equipment where the original vendor pricing is based on another currency, WhiteSpider reserves the right to limit the validity of the prices supplied to 7 calendar days from the date of the Quotation. Further, in the case where the currency fluctuates by more than 1% during that period, WhiteSpider reserves the right to adjust the pricing of the Equipment should WhiteSpider’s supplier make such a change, and such change would make it commercially unviable for WhiteSpider to transact.
- 3.3 The prices quoted in each Quotation are independent of any other Quotation supplied, and WhiteSpider reserves the right to modify, from one Quotation to another:
 - Prices of Equipment based on prices received from its suppliers
 - From time to time its standard rate of Professional Services to the Client.
 - The prices of Managed Services
- 3.4 Any estimates provided by WhiteSpider for the cost of Services and Equipment shall be estimates only. Whenever estimated prices are quoted, WhiteSpider shall use all reasonable efforts to perform the relevant Services at the estimated price but in no event shall such estimates constitute a fixed price, or a not-to-exceed price agreement unless stated otherwise in the Quotation or SoW or Proposal.
- 3.5 Prices in the Quotation are only the costs for WhiteSpider to deliver the Services and/or Equipment. Prices in the Quotation do not, unless clearly identified, include VAT or other taxes due.

4 EQUIPMENT DELIVERY, TITLE AND RISK

- 4.1 WhiteSpider shall use reasonable endeavours to despatch Equipment by the date agreed with the Client but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond WhiteSpider’s control. This may include, but shall not be limited to, delays caused by couriers or

manufacturer lead times. If it appears a delay may be likely, WhiteSpider shall use all reasonable efforts to contact the Client and advise of the delay.

- 4.2 WhiteSpider does not accept liability for shortages or damage to deliveries unless the Client notifies WhiteSpider of the shortage or damage in writing within 48 hours of receipt of the delivery.
- 4.3 The Client is required to be able to accept the Equipment when they are ready for delivery within Normal Working Hours.
- 4.4 WhiteSpider will endeavour to supply all equipment in a single order. In the event that this is not possible, the Client shall be required to accept multiple deliveries.
- 4.5 Title and risk in the Equipment shall pass to the Client on delivery. In any event title in Software shall remain with the software vendor.
- 4.6 If the Client cannot accept delivery, WhiteSpider may, at its own discretion: (a) store and insure the Equipment at the Client's expense and risk or (b) re-arrange delivery provided that WhiteSpider may charge the Client for the additional delivery costs incurred.

5 PRE-REQUISITES & ESSENTIAL REQUIREMENTS

- 5.1 As far as is possible WhiteSpider will define all dependencies in the SoW or Proposal which will be agreed with the Client prior to any work commencing.
- 5.2 Should WhiteSpider subsequently identify any additional dependencies, WhiteSpider will request in writing to the Client with no fewer than two full business days to complete the request.
- 5.3 The Client shall
 - a. undertake the specific obligations specified in the SoWs or PID or Proposal
 - b. provide WhiteSpider and its staff sufficient working space, as well as such access to the Client's personnel, files and equipment at the Client's facility, as WhiteSpider reasonably deems necessary for the performance of the Services.
 - c. not withhold unreasonably any such request, and will endeavour to complete such request with two business days.
 - d. ensure that any assumptions or dependencies set out in the SoW or PID are fulfilled or complied with.
- 5.4 Except for the clauses 5.3b-d, if the Client fails to fulfil any of its responsibilities under these Terms and Conditions in a proper and timely manner and such failure causes a delay in the performance of the Services or results in additional costs to WhiteSpider, WhiteSpider shall take such action as it deems reasonably prudent and shall provide the Client with a written specification of such delay and the resulting costs. The Client agrees to pay these costs to WhiteSpider at the then current standard WhiteSpider rates for the Services involved.
- 5.5 In the event that WhiteSpider needs to remove (as part of the agreed Services), or is otherwise requested to remove any of the Client's hardware from its site, unless it is otherwise specifically agreed in writing by the parties at the time, WhiteSpider shall be entitled to assume that all data of a sensitive nature and personal data (as defined by the Data Protection Act 1998) has been removed from the tapes or

other media and the Client agrees to indemnify WhiteSpider from all and any claims and proceedings made or brought by any person in respect of any loss, damage or distress to that person by reason of any wrongful disclosure of any personal data on any such media or tapes.

- 5.6 Client shall be solely responsible for maintaining back-up copies of all data.
- 5.7 All network cabling and associated sockets should be in their correct location and tested by the Client prior to the Equipment installation date.
- 5.8 All agreed Equipment locations will be final and adequate power sockets must be available.
- 5.9 No additional work will be undertaken if not included in the SoW or Proposal unless jointly agreed by both WhiteSpider and the Client. A Request for Change may be drawn up by WhiteSpider to cover such work, which must be agreed and signed by the Client before such additional work will be carried out.
- 5.10 During the period that WhiteSpider is designing and configuring the Equipment whilst not in-service, the Client agrees to give WhiteSpider full, unhindered and exclusive access to any Equipment until WhiteSpider has finished the Services unless otherwise expressly stated in the SoW or PID.
- 5.11 Any existing equipment belonging to the Client being utilised or connected, must be fully operational and fully accessible to WhiteSpider during the installation.
- 5.12 Delays on site caused by faulty equipment not supplied by WhiteSpider, or services not being ready, or access restrictions may incur additional charges at the then current WhiteSpider rates.

6 SERVICES

Managed Services

- 6.1 During the Term of the Managed Services WhiteSpider must supply the Services to the Client and the Client must pay the Set-Up Fee, Service Charges and any Additional Charges.
- 6.2 WhiteSpider will not be responsible for variances between any design documentation and the implemented service except:
 - (a) When WhiteSpider is contracted to undertake the full design and implementation of the solution prior to being supported
 - (b) WhiteSpider undertakes a full audit and gap analysis of the infrastructure
- 6.3 WhiteSpider will not be responsible for any existing issues related to design limitations in the supported infrastructure except:
 - (a) When WhiteSpider is contracted to undertake the full design and implementation of the solution prior to being supported
 - (b) WhiteSpider undertakes a configuration audit of the infrastructure
- 6.4 During the Service Onboarding process the Client is required to give WhiteSpider access to provide/install WhiteSpider's Orchestrator and configure the network to enable WhiteSpider remote access to the Orchestrator

- 6.5 The services delivered as part of the agreed managed service, unless expressly included, exclude
- major redesigns;
 - migrations;
 - vendor escalations outside support scope;
 - hardware replacement unless WhiteSpider is providing hardware support as part of the contract
 - penetration testing;
 - compliance audits;
 - office moves;
 - project work;

Professional Services

- 6.6 WhiteSpider shall use reasonable endeavours to provide the Services by the date agreed with the Client but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond WhiteSpider's reasonable control. If a delay is likely, WhiteSpider shall contact the Client and advise of the delay.
- 6.7 The services WhiteSpider performs may be undertaken either On Site or at a Remote Location. The location of the work will be agreed between WhiteSpider and the Client at the outset of the project.
- 6.8 Unless otherwise agreed, for any On Site work the arrival time is for a 9.00am start on the date booked.
- 6.9 Installation and completion dates are estimates and dependent on factors including, but not limited to, the Client complying with its obligations and third parties complying with their obligations, therefore installation and completion dates are not guaranteed.
- 6.10 The Client is required to give WhiteSpider access to provide/install the Services within Normal Working Hours and Out of Hours (where agreed).
- 6.11 If the Client cannot allow WhiteSpider access to provide/install the Services on the agreed date WhiteSpider may re-arrange provision/installation of the Services provided that WhiteSpider may charge the Client for the additional costs incurred at the then current WhiteSpider rates.
- 6.12 Upon completion of the agreed Professional Services work, WhiteSpider shall notify the Client that the relevant Services or deliverables are complete. The Client shall promptly review the relevant Services or deliverables and either:
- a. confirm acceptance in writing; or
 - b. provide written notice of any material non-conformance with the applicable SoW, Proposal, PID or agreed acceptance criteria.
- Any rejection notice must:
- be sufficiently detailed to allow WhiteSpider to reproduce the alleged issue;
 - identify the specific requirement alleged not to have been met; and
 - be limited to material non-conformances only.
- 6.13 WhiteSpider shall use reasonable endeavours to correct any verified material non-conformance.

- 6.14 The Services or deliverables shall be deemed accepted upon the earliest of:
- a. written acceptance by the Client;
 - b. the Client placing the relevant deliverables into production use;
 - c. the Client deriving material operational benefit from the Services;
 - d. the Client failing to provide written rejection notice within fourteen (14) calendar days of completion notification;
 - e. the Client requesting further work, modifications or extensions relating to the completed Services.
- 6.15 Upon acceptance, responsibility for the relevant deliverables shall pass to the Client except for any agreed outstanding exceptions.
- 6.16 Unless otherwise expressly agreed in writing, operational responsibility for the relevant systems, configurations, deliverables or Services shall pass to the Client upon deemed acceptance in accordance with clause 6.14.

7 SOFTWARE

Scope of this Section

This section applies where WhiteSpider provides software to the Client, whether as part of a Professional Services engagement, a Managed Service, or as a standalone software product. Software provided under these Terms falls into two categories:

- **WhiteSpider Proprietary Software:** software owned and developed by WhiteSpider, including any network management, monitoring or automation tools created by WhiteSpider; and
- **Third-Party Software:** software owned by a third-party vendor which WhiteSpider resells or sublicences to the Client.

Grant of Licence – WhiteSpider Proprietary Software

- 7.1 Subject to the Client's compliance with these Terms and payment of all applicable fees, WhiteSpider grants the Client a limited, non-exclusive, non-transferable, non-sublicensable licence to use the relevant WhiteSpider Proprietary Software solely for the Client's own internal business purposes during the applicable Licence Term.
- 7.2 The Client shall not:
- copy, reproduce or duplicate the software except as reasonably necessary for backup purposes;
 - reverse engineer, decompile, disassemble or attempt to derive the source code of the software;
 - modify, adapt, translate or create derivative works based on the software;
 - sublicense, sell, resell, transfer, assign or otherwise make the software available to any third party;
 - remove or alter any proprietary notices, labels or marks on the software;

- use the software to provide services to third parties (including as a bureau or managed service provider) without WhiteSpider's prior written consent.

7.3 Licence Term and Renewal

- a. Unless otherwise specified in the relevant Quotation, Proposal or Order, licences for WhiteSpider Proprietary Software are granted for an initial term of twelve (12) months ("Licence Term") and will automatically renew for successive twelve-month periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current Licence Term.
- b. WhiteSpider reserves the right to adjust licence fees on renewal. WhiteSpider will provide the Client with at least thirty (30) days' written notice of any fee change prior to the renewal date.

7.4 Delivery and Acceptance: WhiteSpider will make the software available to the Client by electronic delivery or such other method as agreed in writing. The Client shall be deemed to have accepted the software upon first use, or five (5) Business Days after delivery, whichever is the earlier.

7.5 Updates, Upgrades and Support

- a. WhiteSpider will, at its discretion, provide the Client with bug fixes, patches and minor updates to WhiteSpider Proprietary Software during the Licence Term at no additional charge. Major upgrades or new versions may be subject to additional fees, which will be notified to the Client in advance.
- b. Software support entitlements, including response times and support channels, will be as specified in the relevant Quotation or Proposal. Where no support terms are specified, WhiteSpider will provide reasonable efforts support during WhiteSpider's standard business hours.

7.6 The Client shall:

- ensure the software is used only by its authorised employees or contractors and only for the purposes permitted under these Terms;
- be responsible for maintaining appropriate access controls and credentials to prevent unauthorised access to or use of the software;
- promptly notify WhiteSpider of any suspected unauthorised use, copying or distribution of the software;
- ensure its systems meet any minimum technical requirements notified by WhiteSpider from time to time.

7.7 Suspension of Access: WhiteSpider reserves the right to suspend the Client's access to WhiteSpider Proprietary Software immediately and without liability if: (a) the Client fails to pay any sum due and that failure continues for more than fourteen (14) days after written notice; (b) the Client materially breaches the licence terms; or (c) WhiteSpider reasonably believes the software is being used in an unlawful manner. WhiteSpider will restore access promptly upon resolution of the relevant issue.

7.8 **Termination of Licence:** Upon expiry or termination of the Licence Term for any reason: (a) all licences granted under this section shall immediately terminate; (b) the Client shall cease all use of the relevant software and, at WhiteSpider's election, return or destroy all copies in its possession; and (c) the Client shall

certify in writing that it has complied with its obligations under this clause within five (5) Business Days of termination.

Termination of a software licence shall not entitle the Client to any refund of pre-paid licence fees, except where termination is due to a material breach by WhiteSpider.

7.9 WhiteSpider may, upon reasonable notice, audit the Client's use of WhiteSpider Proprietary Software to verify compliance with the licence terms.

7.10 Third-Party Software:

- a. Where WhiteSpider resells or sublicences Third-Party Software, the Client acknowledges that such software is subject to the relevant third-party vendor's End User Licence Agreement ("EULA") or licence terms, which will be provided to the Client prior to or at the point of delivery. The Client agrees to be bound by those terms and to comply with them in full.
- b. WhiteSpider's obligations in respect of Third-Party Software are limited to: (a) passing through any warranties or support entitlements made available by the vendor to the extent WhiteSpider is permitted to do so; and (b) reasonable assistance in facilitating the Client's engagement with the vendor. WhiteSpider makes no warranty in respect of Third-Party Software beyond that provided by the vendor.

8 SERVICE CHARGES AND PAYMENT TERMS

Invoices

8.1 WhiteSpider invoices will, where appropriate, include VAT charged at the prevailing rate at the date of invoice. The Client is responsible for paying the full amount, including VAT, on any invoice.

Professional Services

8.2 Professional Services engagements are delivered under one of the following models, as specified in the relevant SoW, Proposal or Quotation:

- **Fixed Price:** WhiteSpider will define a set of deliverables or milestones which will be agreed with the Client prior to commencement. WhiteSpider will invoice the Client upon achievement of each agreed milestone. The price will not change unless the Client requests a change in scope, in which case a Request for Change will be agreed and priced separately before any additional work is undertaken.
- **Time and Materials:** WhiteSpider will charge for each day worked at the agreed daily rate. WhiteSpider operates on whole days only; where work on a given day does not occupy a full working day, a full day will nonetheless be charged. If the work requires more days than originally projected, the Client will be required to issue a further Purchase Order for the additional days before that additional work commences. Conversely, if the work is completed in fewer days than projected, WhiteSpider will only charge for days actually worked and will not charge for unused days.
- **Dedicated Resource:** WhiteSpider will allocate an engineer to the Client for an agreed period. During that period the engineer's activities and direction are the

responsibility of the Client. WhiteSpider will invoice the Client monthly in advance for the agreed monthly rate. The Client agrees that WhiteSpider cannot guarantee the continued availability of any specific named individual and reserves the right to provide an alternative engineer of equivalent skill.

- 8.3 WhiteSpider shall invoice the Client on any payment dates specified in the SoW, PID or Proposal.
- 8.4 If no payment dates are specified in the SoW, PID or Proposal, and unless otherwise agreed in writing, WhiteSpider shall invoice the Client at the completion of each Milestone or Activity.
- 8.5 If no payment dates or milestones are specified in the SoW, PID or Proposal, and unless otherwise agreed in writing, WhiteSpider shall invoice the Client at the end of each calendar month for all completed services, stages, or activities during that month.
- 8.6 WhiteSpider reserves the right to provide its Professional Services by instalments and render a separate invoice in respect of each such instalment.
- 8.7 If WhiteSpider exercises its right to provide its Services in accordance with 9.6 above, then any delay in the provision of such Services, or failure to deliver any further instalment or instalments, shall not entitle the Client to reject the contract or the Services of any other instalment or to withhold payment in respect of any instalment previously Serviced.
- 8.8 In the event that a single stage or activity extends over the end of a calendar month, WhiteSpider reserves the right to invoice a proportion of the work even if the phase is not complete.
 - Note that the majority of project milestones where a document is issued will be completed when the document is approved by the Client. The exception to this is that when the milestone involves a Low Level Design an invoice will be issued on initial release of the LLD.
 - From an invoicing perspective (unless otherwise agreed), any documentation created by WhiteSpider will be assumed to have been accepted by the Client once
 - Signed version of the document is received
 - Or:
 - If no feedback is received within five business days
 - Or
 - Feedback is received, in which case WhiteSpider will update the document as necessary and reissue. Note, at this point, the document is assumed to be accepted (so long as WhiteSpider has correctly updated the document).

None of this affects the technical approval of the LLD which will follow agreed approval processes.

- Documentation shall not be regarded as rejected unless the Client provides detailed written comments identifying specific material non-conformances with the agreed requirements.

- General dissatisfaction, preference changes, scope evolution or requests for additional content shall not constitute valid rejection grounds and may be subject to additional charges through the Request for Change process.
- 8.9 Where an activity, milestone or deliverable requires Client review or approval, WhiteSpider reserves the right to invoice upon initial issue of the relevant deliverable.
- 8.10 Unless the Client provides a valid written rejection notice within five (5) Business Days, the deliverable shall be deemed accepted for invoicing and project progression purposes.
- 8.11 Any work not expressly identified within the applicable SoW, Proposal, PID or Quotation shall be deemed outside scope and subject to additional charges.
- 8.12 Where WhiteSpider personnel are unable to proceed due to Client delay, unavailable access, change freezes, unavailable third parties or missing prerequisites, WhiteSpider reserves the right to charge for reserved time and reallocation costs.

Equipment

- 8.13 Any Equipment will, unless otherwise agreed, be invoiced as follows:
- a. 90% within one week of the date of the Purchase Order.
 - b. 10% within one week of the delivery date of the Equipment. If the Equipment is delivered in multiple deliveries, WhiteSpider will issue an invoice for each delivery.

Managed Services

- 8.14 WhiteSpider will issue invoices for the Service Charges in advance monthly, quarterly, annually or for the full term (as otherwise defined in the Agreement Details) and will send each invoice to the address specified in the Agreement Details or as the Client may otherwise specify in writing.
- 8.15 When the Client first orders a Managed Service not previously supplied, or it is agreed by the parties as being either an addition to, or change to an existing Managed Service being supplied, then a non-recurring Set-Up Fee may be specified. Set-Up Fees are payable by the Client after delivery of the relevant Managed Service and will be billed in arrears.
- 8.16 WhiteSpider must issue invoices for any Additional Charges when it has done the relevant work, supplied the goods or incurred the expenses.
- 8.17 WhiteSpider may, by giving at least 30 days' written notice of the variation to the Client, vary the Service Charges:
- at any time after the Initial Term expires;
 - at the end of a Renewed Term; or
 - at any time after the first 12 months of the Term, if the Initial Term exceeds 12 months with the Client's consent and limited to the 12 month rate of inflation but,
 - not more than once in a 12-month period.

- 8.18 If the Client and WhiteSpider fail to agree on the varied Service Charges within 30 days of WhiteSpider's notice, either party may terminate this Agreement by giving 30 days written notice to the other party.

9 PAYMENT TERMS

- 9.1 Payment is due no later than thirty (30) days following date of invoice unless alternate credit terms have been agreed in writing with WhiteSpider.
- 9.2 The Client shall pay all invoices in full without deduction, withholding, counterclaim or set-off.
- 9.3 If payment is not made on the due date, WhiteSpider will be entitled to charge daily interest on the outstanding balance at the rate of 4% above the Bank of England base rate
- 9.4 If the Client fails to pay any amounts payable to WhiteSpider for Managed Services by the due date, WhiteSpider may, on 7 days' written notice, suspend supply of all or any part of the Service until the Client pays all such overdue amounts.
- 9.5 WhiteSpider may suspend any Services, support, project activity, software access, licences or delivery obligations where any invoice remains unpaid beyond the agreed payment terms.
- 9.6 The Client shall indemnify WhiteSpider for all reasonable costs incurred in recovering overdue amounts, including legal fees, debt collection costs and administrative expenses.

Disputes

- 9.7 Should any element of an invoice be disputed the Client remains responsible for making payments as they are due on all other elements of the invoice.

10 CLIENT'S OBLIGATIONS

- 10.1 The Client must:
- a. will provide responses to WhiteSpider information requests promptly and completely. Should complete responses not be received within 10 business days of the request WhiteSpider reserves the right to cease work on the project and reassign project staff. At this point WhiteSpider will issue an invoice proportional to the amount of work completed.
 - b. supply all communications interfaces WhiteSpider requires to enable provision of the Services, except those that WhiteSpider keeps on its own premises or installs at a Site for use in providing the Services
 - c. ensure that WhiteSpider's information and materials in the custody of the Client for the purposes of this Agreement are protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person

- d. give WhiteSpider access to a Site when required for the purpose of providing agreed Services
 - e. if requested, provide secure facilities at a Site for WhiteSpider to store tools, parts and other items necessary for it to perform its obligations under this Agreement
 - f. keep such records relating to use and performance of the Configuration Items which are the subject of the Services as WhiteSpider may reasonably request and ensure that WhiteSpider's personnel have access to such records at all reasonable times
 - g. comply with the Client's obligations set out in this Agreement; and
 - h. carry out and maintain restorable backup copies of all relevant software licensed by the Client, whether operating systems, discrete applications or configurations and where WhiteSpider requires them to supply the Services, make the same available to WhiteSpider upon request.
- 10.2 If the Client fails to promptly comply with any of the Client's obligations set out in this Agreement, WhiteSpider may, in its absolute discretion, suspend performance of any or all of the Services affected as a result of the Client's failure or refusal until the Client has complied with its obligations.

11 INSURANCE

- 11.1 Each party shall at all times maintain appropriate policies of insurances with a reputable insurance company to cover their separate risks and liabilities under this agreement (such policies to include but not be limited to public liability insurance in an amount of not less than GBP 5,000,000 for any event, unless the parties agree otherwise in writing).

12 CANCELLATION/POSTPONEMENT

Professional Services

- 12.1 Once a Purchase Order has been received for the Services defined within the Quotation, Proposal or SoW, the Client will be liable for the following:
- Service cancellation and postponement charges, unless jointly agreed by all parties;
 - Less than 48 hours in advance of 9am UK time of any agreed day of Professional Services work: 100% of the days service value.
 - 5 days to 48 hours in advance 9am UK time of any agreed day of Professional Services work: 75% of the days service value
 - 10 days to 14 days in advance 9am UK time of any agreed day of Professional Services work: 50% of the days service value
 - 11 days to 14 days in advance of agreed commencement date of Services - 25% of the service order value
 - 14 days or more in advance of agreed commencement date of Services - No Charge

12.2 The cancellation and postponement charges set out above apply to all Professional Services engagements, including single-day bookings as well as multi-day projects. Where a Client cancels or postpones a booking of more than one day, WhiteSpider reserves the right to re-allocate the relevant engineer(s) to other work. In such cases WhiteSpider will use reasonable endeavours to accommodate any subsequent reinstatement of the original booking, but cannot guarantee the availability of the same engineer or the same commencement date.

Managed Services

Once a Purchase Order has been received by WhiteSpider for the Services defined within the Proposal, Client will be liable for the full charges as per these terms.

12.3 Should the Client postpone the services after the PO has been received by WhiteSpider, and up to seven days before the agreed Commencement Date the Client, unless agreed by all parties, will be liable for the equivalent of 1 month of charges, except in the case that the postponement is for less than 1 calendar month. Subsequently each month of postponement will result in 1 month of charges.

12.4 WhiteSpider will not commence the Managed Service onboarding process until a signed Purchase Order referencing the Managed Service Proposal has been received. Once the onboarding process has commenced, the Managed Service agreement may only be terminated in accordance with the Termination clause (clause 17) of these Terms and Conditions and may not otherwise be cancelled.

12.5 The Client acknowledges that costs and resource commitments are incurred by WhiteSpider from the point of onboarding commencement and agrees to remain liable for all Service Charges for the full Initial Term in the event of any purported cancellation other than on the grounds set out in clause 18.

12.6 During the onboarding process should the Client not provide information or access that is reasonably necessary, or has been defined in the proposal or other documentation issued by WhiteSpider, this will be regarded as the Client postponing the Commencement Date and charges detailed in 13.4 will be applied.

Equipment

12.7 Once a Purchase Order has been received for the Equipment defined within the Quotation, the Client will be liable for 100% of any 3rd Party Equipment (hardware or software) costs that cannot be cancelled. WhiteSpider will endeavour to obtain a refund, or re-assign, on any Equipment but until or unless this happens the Client is liable for the costs at the due time.

Special charges

12.8 If access to or replacement of a Configuration Item by WhiteSpider requires specialised equipment and/or additional resources to comply with legal or occupational health and safety requirements, the Client will incur an Additional Charge.

13 INTELLECTUAL PROPERTY

- 13.1 Any documentation provided to the Client shall remain the property of WhiteSpider until the completion and signoff of the project.
- 13.2 WhiteSpider retains ownership of all pre-existing materials, know-how, methodologies, templates, automation routines, scripts and tooling.
- 13.3 During the project (until completion signoff), the client agrees not to share any documentation produced by WhiteSpider with another 3rd Party, unless stated otherwise in the SoW or agreed in writing by WhiteSpider.
- 13.4 WhiteSpider Software and Tools: All Intellectual Property rights in any software, tools, scripts, automation or management systems created or developed by WhiteSpider, whether prior to, during or after the performance of any Services, shall vest in and belong exclusively to WhiteSpider. This includes, without limitation, any software used by WhiteSpider to monitor, manage or enhance a Client's infrastructure. No right, title or interest in such software is transferred to the Client, and the Client's use of such software is subject to a limited, non-exclusive, non-transferable licence granted by WhiteSpider for the duration of the relevant agreement only.
- 13.5 The Client's use of any WhiteSpider software is subject to the licence restrictions set out in clause 7
- 13.6 Client Infrastructure Designs: Where WhiteSpider is engaged to design a network or infrastructure solution that will be owned and operated by the Client, the Intellectual Property rights in the deliverable design documentation (such as network designs, architecture drawings and associated documentation) created specifically for that Client shall transfer to the Client upon full payment of all applicable fees. Notwithstanding such transfer, the Client shall not disclose, share or otherwise communicate such design documentation to any third party outside of the Client's own organisation without the prior written consent of WhiteSpider, and shall take all reasonable steps to keep such documentation confidential. For the avoidance of doubt, any underlying methodologies, tools, templates or know-how used by WhiteSpider in producing such deliverables shall remain the property of WhiteSpider.
- 13.7 Suggestions, feedback or enhancement requests provided by the Client may be freely incorporated into WhiteSpider products and services without restriction or compensation.

14 WARRANTIES

WhiteSpider warrants that: -

- 14.1 it shall use reasonable skill and care to carry out the Services to the generally accepted industry standards and the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel in a professional and workmanlike manner
- 14.2 the Professional Services will be free from defects for a period of 14 days after completion. The Client shall report in detail any deficiencies in the Professional Services to WhiteSpider in writing within 14 days of completion of the Project. In the event of a breach of warranty, the Client shall allow WhiteSpider the

opportunity to correct errors or re-perform the Services to comply with the warranties set out in clause 14.1

Completion is one of:

- a. Completion of System Acceptance Tests, where the Client has witnessed the tests and they have been successful and failed tests have been agreed by all parties to be either not applicable, or are the responsibility of the vendor.
 - b. Completion of System Acceptance Tests, where the has not witnessed the tests, and the WhiteSpider engineer has confirmed they have been successful and failed tests are deemed to be not applicable, or are the responsibility of the vendor.
 - c. Both parties agree that no System Acceptance Testing is required and final documentation is issued to the Client by email.
 - d. 30 calendar days have passed since any work was undertaken by WhiteSpider and the Client has not requested any additional work or update.
 - e. For the purposes of this Agreement, completion and acceptance shall be determined in accordance with clauses 6.12 to 6.16
- 14.3 the Services, when supplied, shall conform to the description and service level agreements set out in the relevant SoW, Proposal or PID;
- 14.4 the Managed Services will be provided in accordance with Good Industry Practice and substantially in accordance with the Managed Service Specification and the Contract.
- 14.5 the provision of the Services, and Client's use thereof, shall not infringe any Intellectual Property Rights of any third party. This warranty does not apply insofar as it relates to items of hardware, software or other equipment manufactured by third party OEMs;
- 14.6 where the provision of the Services involves the supply or fitting of spare parts, title to such parts shall pass to the Client once the relevant part is fitted and the parts removed shall become the property of WhiteSpider, unless otherwise specified in a SoW or PID;
- 14.7 WhiteSpider cannot be held responsible for any fault or damage not caused by WhiteSpider. In the event of a claim arising relating to the level of skill and judgement applied during providing Services, WhiteSpider reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Services. Additionally, WhiteSpider cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than WhiteSpider.
- 14.8 In relation to Equipment, WhiteSpider warrants that WhiteSpider does not supply products on a trial basis. The Client is strongly advised to check suitability and specifications of Equipment before ordering.
- a. In some instances, the Client may benefit from special price discounts issued by a manufacturer for their benefit. Such Equipment is not returnable to the manufacturer and may not be sold to other Clients.
 - b. In some instances, WhiteSpider may provide 'Proof of Concept' or similar solutions. In this case, all the relevant terms of this agreement still apply.

- 14.9 Unless otherwise stated in the manufacturer's documentation, all Equipment delivered to a UK mainland address carries a manufacturer's warranty. Should the Client wish to make a warranty claim, the Client must comply with the manufacturer's instructions and warranty procedure.
- 14.10 Except as set out here all warranties and conditions, whether express or implied by statute, common law or otherwise relating to the Services are hereby excluded to the fullest extent permitted by law.

The Client warrants

- 14.11 it has the authority to provide information and personal data to WhiteSpider and authorises WhiteSpider to handle the Client's information and personal data and to transfer it to third parties to the extent required to deliver the Services.
- 14.12 it has the authority to grant any rights granted to WhiteSpider under the Agreement.
- 14.13 it will comply with and use the Managed Services in accordance with the Contract and all applicable laws.
- 14.14 it has the appropriate licenses, rights and/or title to the Configuration Items that are the subject of this Agreement.
- 14.15 WhiteSpider's use of any third-party materials supplied by the Client in connection with the Contract, shall not cause WhiteSpider to infringe the rights, including any Intellectual Property Rights, of any third party
- 14.16 WhiteSpider does not warrant that the Client's use of the Services will be uninterrupted or error-free

15 SECURITY

- 15.1 WhiteSpider will operate safety and security measures and procedures consistent with Good Industry Practice for the prevention of unauthorised access or damage to any and all Services.
- 15.2 Each of WhiteSpider and the Client will promptly inform the other if it suspects or uncovers any breach of security in respect of the Services, and WhiteSpider will use all commercially reasonable endeavours to verify and, if verified, promptly remedy such breach.

16 WHITESPIDER'S LIABILITY

- 16.1 WhiteSpider's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed:
- (a) for Professional Services projects, 100% of the fees paid for the specific Services giving rise to the claim during the preceding 12 months; and
 - (b) for Managed Services, 100% of the Service Charges paid during the preceding 12 months.
- 16.2 WhiteSpider shall under no circumstances be liable for

- loss of profit;
 - loss of revenue;
 - loss of anticipated savings;
 - loss of business opportunity;
 - loss or corruption of data;
 - ransomware impacts;
 - cyber security incidents originating from the Client environment;
 - reputational damage;
 - indirect or consequential losses.
- 16.3 WhiteSpider does not warrant that the Services will prevent all outages, cyber attacks, security incidents or unauthorised access.
- 16.4 If WhiteSpider admits a liability to the Client for a claim for a breach of this Agreement and the Client has elected not to, (or has no right to) terminate this Agreement on the grounds of the breach, WhiteSpider may, at its option, elect to apply the whole or part of any amount agreed to be paid to the Client as the result of such breach as a credit to future Service Charges payable by the Client.
- 16.5 To the fullest extent permitted by law, the parties agree to exclude all express or implied warranties, representations, statements, terms and conditions relating to WhiteSpider or the provision of the Services under these terms, not expressly set out in these terms, are excluded from the agreement between the parties.
- 16.6 The Client will indemnify WhiteSpider against any claim brought against WhiteSpider by a third party that the Client Data or the Client's use of the Managed Services infringes such third party's Intellectual Property Rights or other rights, provided that WhiteSpider will provide reasonable assistance in the defence and/or settlement of such claims, and provided that the Client will have on request sole authority to defend or settle any such claim
- 16.7 Notwithstanding the other provisions of this clause, WhiteSpider's liability for a breach of a condition or warranty is limited, at WhiteSpider's option:
- a. if the breach relates to goods: to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods (or of acquiring equivalent goods); or to the payment of the cost of having the goods repaired; and
 - b. if the breach relates to services: to the payment of the cost of having the services supplied again or the supply of the services again.
- 16.8 WhiteSpider will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of any action by or the failure of the Client to comply with this Agreement.

17 TERMINATION

- 17.1 Either party may terminate this agreement, the relevant SoW or suspend work if:
- a. the other party fails to promptly pay any amount due to be paid under this agreement or

- b. the other party passes a resolution for winding up (save for solvent amalgamation or reconstruction) or suffers a winding-up order being made against it; or
 - c. a receiver, administrative receiver, administrator or similar officer is appointed over the other party.
- 17.2 If either party materially breaches any provision of this Agreement, the other party may:
- suspend provision of the Services or payment of any amounts otherwise due (as the case may be) until the breach is remedied by the party in breach; and
 - terminate this Agreement, if the party in breach remains in breach of any such provision after receiving at least 30 day's notice in writing from the other party identifying the breach and requesting its remedy.
- 17.3 Either party may terminate this Agreement immediately if the other party:
- enters into any arrangement between itself and its (or any class of its) creditors.
 - ceases to be able to pay its debts as they become due
 - ceases to carry on business
 - has a mortgagee enter into possession or disposes of the whole or any part of its assets or business
 - enters into liquidation or any form of insolvency administration; or
 - has a receiver, a receiver and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person appointed to the whole or any part of its assets or business.
- 17.4 If WhiteSpider terminates this Agreement, the Client must immediately pay to WhiteSpider the total of all amounts then due to WhiteSpider pursuant to this Agreement.
- 17.5 If WhiteSpider terminates this Agreement on any of the grounds set out in clauses 17.2 or 17.3 the Client is not entitled to a refund or adjustment of any applicable Set-Up Fee or of any Service Charges paid to WhiteSpider.
- 17.6 If the Client terminates this Agreement on any of the grounds set out in clauses 17.2 or 17.3, the Client is entitled to a pro-rata refund of any part of the Service Charges it has paid for Services to be supplied after the date of termination.
- 17.7 Termination of this Agreement (for whatever cause) does not affect any right or cause of action which has accrued to the party which terminates this Agreement at or prior to the date of termination.
- 17.8 If the Client wishes to terminate the service within the Term for any other reason than identified in 17.2, 17.3 or 17.6 or 17.7 the Client will remain liable for any remaining payments due for the Term.

18 SOLICITING EMPLOYEES OR CONTRACTORS

- 18.1 During the term of this Agreement and for 6 months after termination by either party of this Agreement, a party must not employ or solicit for employment any person who is an employee of or contractor to the other party who was involved during the most recent 6 month period of this Agreement in the matters covered by this Agreement.

18.2 This clause does not apply where:

- a person responds to an advertisement for employment by a party; or
- the employment is agreed to by the parties.

18.3 Each party acknowledges that the restriction specified in this clause is in the circumstances reasonable and necessary to protect each party's legitimate interests.

18.4 In the event of breach, the breaching party shall pay a recruitment fee equal to 30% of the individual's annualised remuneration package.

19 ERRORS AND OMISSIONS

19.1 WhiteSpider makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of a manifest error or omission, WhiteSpider will be entitled to rescind the contract, notwithstanding that it has already accepted the Client's order and/or received payment from the Client. WhiteSpider's liability in that event will be limited to the return of any money the Client has paid in respect of the order. In the case of a manifest error in relation to price, the Client will be entitled to purchase the Equipment or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by WhiteSpider after the manifest error has been discovered.

19.2 A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by WhiteSpider which is more than 10% less than the price that would have been quoted had the mistake not been made.

20 COMPLIANCE WITH RELEVANT REQUIREMENTS

20.1 The Client and WhiteSpider shall:

- a. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- b. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- c. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirement, the Relevant Policies and clause (a), and will enforce them where appropriate;
- d. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this agreement;
- e. immediately notify the other party if a foreign public official becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and

the Client warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

- f. Breach of this clause shall be deemed a material breach.
- g. For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

21 DATA PROTECTION AND INFORMATION SECURITY

For the purposes of this clause:

- “Applicable Data Protection Law” means all laws and regulations applicable to the processing of Personal Data under the Agreement, including the UK GDPR, the Data Protection Act 2018, and any successor legislation.
- “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Processing” and “Special Category Data” shall have the meanings given to them in Applicable Data Protection Law.

21.1 **Customer Responsibilities:** The Client acknowledges and agrees that:

- a. the Client is the Controller of all Personal Data processed in connection with the Services unless otherwise expressly agreed in writing;
- b. WhiteSpider acts as a Processor only to the extent necessary to provide the Services;
- c. the Client is solely responsible for:
 - ensuring it has a lawful basis for processing Personal Data;
 - obtaining all necessary consents and notices;
 - determining the purposes and means of processing;
 - the accuracy, quality and legality of Personal Data supplied to WhiteSpider;
 - maintaining appropriate cyber insurance;
 - ensuring appropriate backup, retention and disaster recovery arrangements are in place unless expressly included within the Services.
- d. the Client shall not provide WhiteSpider with Special Category Data unless expressly agreed in writing.

21.2 **WhiteSpider Obligations:** WhiteSpider shall:

- a. process Personal Data only:
 - on documented instructions from the Client; and
 - to the extent reasonably necessary to provide the Services;

- b. implement and maintain reasonable and appropriate technical and organisational security measures designed to protect Personal Data against:
 - o accidental or unlawful destruction;
 - o loss;
 - o alteration;
 - o unauthorised disclosure; and
 - o unauthorised access;
 - c. ensure that personnel authorised to process Personal Data are subject to appropriate confidentiality obligations;
 - d. notify the Client without undue delay after becoming aware of a confirmed Personal Data Breach affecting Personal Data processed by WhiteSpider under the Agreement;
 - e. provide reasonable assistance to the Client in responding to Data Subject requests and regulatory enquiries, subject to additional charges where such assistance falls outside the standard scope of the Services.
- 21.3 For WhiteSpider's and the Client's respective cyber security responsibilities, see clause 24
- 21.4 Subprocessors and Third Parties.
- a. The Client acknowledges and agrees that WhiteSpider may use:
 - o affiliates;
 - o subcontractors;
 - o cloud providers;
 - o software vendors; and
 - o third-party support providers

in connection with the provision of the Services.
 - b. WhiteSpider shall ensure that any such third parties are subject to confidentiality and data protection obligations substantially equivalent to those contained in this Agreement.
- 21.5 International Transfers. Where Personal Data is transferred outside the United Kingdom, WhiteSpider shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Law.
- 21.6 **Retention and Deletion:** Upon termination or expiry of the Agreement, WhiteSpider may: delete Client data held within WhiteSpider systems; or return such data to the Client, provided that:
- a. WhiteSpider may retain copies where required by law, regulation, insurance obligations or legitimate internal compliance purposes;
 - b. unless otherwise agreed in writing, WhiteSpider shall have no obligation to retain Client data for longer than thirty (30) days after termination of the relevant Services.
- 21.7 Remote Access and Monitoring

Where the Services involve remote monitoring, orchestration, management tooling or remote administrative access, the Client:

- a. authorises WhiteSpider to access systems, devices, logs and configuration information reasonably necessary to provide the Services;
- b. acknowledges that telemetry, alerts, configuration information and operational metadata may be collected and processed by WhiteSpider systems;
- c. confirms that it has authority to grant such access in relation to all relevant systems and users.

21.8 Audit and Compliance:

- a. WhiteSpider shall maintain reasonable internal policies and procedures relating to:
 - o information security;
 - o access control;
 - o password management;
 - o data handling;
 - o incident management.
- b. Any Client audit requests shall:
 - o be subject to reasonable notice;
 - o occur no more than once annually unless required by law;
 - o not unreasonably interfere with WhiteSpider operations; and
 - o be chargeable at WhiteSpider's standard professional services rates unless otherwise agreed.

21.9 Survival. This clause shall survive termination or expiry of the Agreement.

22 MANAGED SERVICE LEVELS

22.1 To deliver the agreed Managed Services, WhiteSpider requires access to the Client site prior to the commencement of the service, and at times during the service.

- a. As far as is possible WhiteSpider will define all dependencies in the Proposal which will be agreed with the Client prior to any work commencing.
- b. Should WhiteSpider subsequently identify any additional dependencies, WhiteSpider will request in writing to the Client with no fewer than two full working days to complete the request.
- c. The Client agrees to not withhold unreasonably any such request, and will endeavour to complete such request with two business days.
- d. Whilst it is intended that all services be delivered remotely by WhiteSpider, in the event that both parties agree (due to lack of available skilled Client resources) that WhiteSpider will visit site to help resolve an issue or incident, it may not be possible to give two days notice. As such the Client agrees to provide any access or data requested by WhiteSpider in writing as quickly as is reasonably possible. Also any SLA be put on hold until the requests have been fulfilled.

22.2 Subject to clause 22.1 above, if the Client cannot allow WhiteSpider access to provide/install the Services as needed to maintain agreed service levels,

WhiteSpider will not be bound by the agreed SLAs unless or until such access is granted. WhiteSpider may re-arrange provision/installation of the Services provided that WhiteSpider may charge Client for the additional costs incurred at the then current WhiteSpider rates.

22.3 Should WhiteSpider not respond in the agreed SLA period then WhiteSpider will be deemed to have missed the SLA. SLA performance will be measured over each month in % of tickets that enter into the penalty period each month.

| Achievement | Credits |
|---------------|------------|
| 99% -100% | 0 |
| 90%-99% | 1 credit |
| 80%-89% | 2 credits |
| 70%-79% | 3 credits |
| 60%-69% | 4 credits |
| 50%-59% | 5 credits |
| Less than 50% | 10 credits |

WhiteSpider shall be deemed to have responded to a ticket when:

- Phone Call: The call is answered by a person on the service desk.
- Email: When the service desk acknowledges the email, or raises a ticket (whichever is sooner)
- Portal: When the service desk acknowledges the email, or raises a ticket (whichever is sooner)

Note: 1 Credit represents 1 Change Token.

23 VENDOR EQUIPMENT ISSUES AND TAC CASES

23.1 Where bugs, faults or issues are identified in vendor equipment or software during the course of a project or Managed Service engagement (commonly raised as vendor Technical Assistance Centre (“TAC”) cases), WhiteSpider’s obligations and responsibilities are as follows:

- Equipment supplied by WhiteSpider: Where the relevant equipment or software was supplied to the Client by WhiteSpider, WhiteSpider will manage the resolution of the issue with the vendor on the Client’s behalf, including opening and managing any TAC cases as required. This obligation applies for:
 - The duration of any active project up until 14 days after completion of any System Acceptance Testing. After this date WhiteSpider will only be responsible for any ongoing issues raised up until the completion of the System Acceptance Testing.
 - The duration of any Managed Service contract.

WhiteSpider will keep the Client informed of progress and escalate with the vendor where necessary.

- Equipment not supplied by WhiteSpider: Where the relevant equipment or software was not supplied by WhiteSpider, WhiteSpider shall have no responsibility for, and shall not be obliged to manage, any TAC case or vendor engagement in relation to such equipment. In such circumstances: (a) the party that supplied the equipment shall be responsible for managing any vendor resolution; or (b) if the Client wishes WhiteSpider to manage the TAC case on its behalf, the Client must request this in writing and WhiteSpider will, at its sole discretion, agree to do so at the then current WhiteSpider standard rates, subject to a separate Purchase Order being issued. WhiteSpider accepts no liability for any delay, loss or damage arising from faults in equipment it did not supply.

24 CYBER SECURITY RESPONSIBILITIES

24.1 Shared Responsibility Model. The Client acknowledges and agrees that cyber security is a shared responsibility between the parties and that the effectiveness of the Services depends upon:

- the timely cooperation of the Client;
- the security of systems and services not controlled by WhiteSpider;
- third-party vendors and service providers; and
- the Client implementing and maintaining appropriate internal security controls and procedures.

24.2 WhiteSpider shall use reasonable skill and care in providing the Services but does not guarantee that the Client's systems, networks, software, cloud services or infrastructure will be free from vulnerabilities, compromise, interruption, unauthorised access, ransomware, malware or other cyber security incidents.

Client Security Responsibilities

24.3 The Client shall remain solely responsible for:

- a. maintaining appropriate internal cyber security policies, procedures and governance;
- b. ensuring users follow appropriate security practices;
- c. password management and credential security;
- d. maintaining Multi-Factor Authentication (MFA) where recommended by WhiteSpider or industry best practice;
- e. approval and implementation of remediation actions recommended by WhiteSpider;
- f. maintaining vendor support and software maintenance coverage for systems within scope where this is not expressly provided by WhiteSpider
- g. ensuring operating systems, firmware and applications remain supported by their respective vendors unless otherwise expressly agreed;
- h. maintaining appropriate backup, recovery and disaster recovery arrangements unless expressly included within the Services;
- i. regularly testing backup integrity and recovery procedures unless expressly included within the Services;

- j. cyber insurance and business continuity arrangements;
- k. ensuring appropriate access controls exist for all users, contractors and third parties;
- l. ensuring the lawful use of all software, data and systems;
- m. promptly implementing critical security actions where instructed by WhiteSpider or relevant vendors.

Unsupported or End-of-Life Systems

24.4 WhiteSpider shall have no liability arising from:

- unsupported or end-of-life systems;
- unsupported firmware or software versions;
- systems operating outside vendor recommended configurations;
- unpatched vulnerabilities where remediation has been delayed or rejected by the Client;
- security exceptions requested or approved by the Client.

24.5 WhiteSpider reserves the right to exclude unsupported systems from the Services or apply additional charges and limited support conditions.

Third-Party Products and Services

The Client acknowledges that the Services may depend upon third-party:

- software;
- hardware;
- internet providers;
- telecommunications providers;
- cloud platforms;
- SaaS platforms;
- security vendors; and
- vendor support organisations.

24.6 WhiteSpider shall not be liable for:

- a. vulnerabilities, bugs or failures within third-party products or services;
- b. delays caused by third-party vendors;
- c. outages or service degradation affecting third-party infrastructure;
- d. failure of third-party security products to detect or prevent malicious activity;
- e. changes made by third-party vendors affecting compatibility or functionality.

Customer Delays and Security Risk Acceptance

24.7 Where WhiteSpider:

- recommends remediation work;
- recommends software or firmware updates;
- recommends security configuration changes;
- identifies vulnerabilities;
- identifies unsupported systems; or
- recommends implementation of security controls,

and the Client delays, rejects or fails to approve such recommendations, WhiteSpider shall:

- a. be relieved of responsibility for any resulting incident, compromise or degradation relating to the relevant issue; and
- b. be entitled to document the associated risk as formally accepted by the Client.

Security Incidents

24.8 In the event of an actual or suspected cyber security incident affecting the Client environment WhiteSpider may take such immediate steps as it reasonably considers necessary to contain the incident; protect WhiteSpider systems; protect other customers; prevent further compromise; or comply with legal or regulatory obligations.

24.9 such actions may include:

- a. temporary suspension of Services;
- b. disabling remote access;
- c. isolating systems;
- d. blocking traffic;
- e. restricting administrative access.

24.10 unless expressly included within the Services, incident response, forensic investigation, restoration, recovery and remediation services shall be chargeable at WhiteSpider's then current rates.

Limitation of Liability for Security Incidents

Without prejudice to the wider limitation of liability provisions in the Agreement, WhiteSpider shall not be liable for:

- indirect or consequential losses arising from security incidents;
- loss of profit;
- loss of business;
- reputational damage;
- ransomware losses;
- loss or corruption of data;
- business interruption;
- regulatory fines except to the extent directly caused by WhiteSpider's proven material breach of Applicable Data Protection Law.

25 SUBCONTRACTORS

25.1 WhiteSpider may use affiliates, subcontractors and third-party service providers in its discretion in the performance of the Services.

25.2 WhiteSpider remains responsible for acts and omissions of subcontractors to the same extent as if performed by WhiteSpider directly.

26 GENERAL

26.1 if any provision in these Terms and Conditions is held to be invalid or unenforceable, it shall be deemed severed from the Terms and Conditions and this shall not affect the validity or enforceability of the remaining provisions.

26.2 Terms or conditions attached to or forming a part of a purchase order that the Client issues do not form part of this Agreement.

Out of scope work

26.3 The provision of services which are the subject of an Additional Charge or are otherwise not within the scope of this Agreement will be governed by the terms and conditions set out in WhiteSpider's Business Terms and Conditions: <https://www.whitespider.com/image/whitespider-services-terms-and-conditions.pdf>

26.4 This Agreement is limited to Managed Services provided on the Client's hardware. The responsibility for supporting and replacement of the Hardware and associated Software due to Hardware or Software faults lies with Vendor

Prior agreements

26.5 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter.

Variations

26.6 No variation of this Agreement is binding upon the parties unless made in writing signed by an authorised representative of each of the parties, unless provided otherwise in this Agreement. WhiteSpider's written acceptance of a written request (including a request made by e-mail) by the Client for a variation to the Record of Entitlement is binding on both parties. Following an agreed variation, WhiteSpider must issue a revised Record of Entitlement.

Notices

26.7 Notices to or by a party delivered in person are deemed to be given by the sender and received by the addressee when delivered to the addressee: if by recorded delivery 3 Business Days from and including the date of postage; or if by email 1 business day from when the email is sent to finance@whitespider.com, when successfully transmitted to the addressee provided that if transmission is on a day which is not a Business Day or is after 5.00 PM (addressee's time), on the next Business Day.

Illegality

26.8 These Terms and Conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.

26.9 Any provision or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Waiver

26.10 A waiver of a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement must be in writing and signed by the party granting the waiver.

Assignment

26.11 A party may only assign this Agreement and any rights under this Agreement with the prior written consent of the other party.

WhiteSpider Management System

26.12 Due to changes in technology and WhiteSpider's desire to maintain the highest possible quality of the Services, it may be necessary to make adjustments or add enhancements to the WhiteSpider Management System during the Term. WhiteSpider will provide advance notice of any such changes, if possible. If the standard scope of the Services is necessarily improved or extended as a result of the enhancements, they will be offered to the Client for the remainder of the then current Term at no additional cost, provided that WhiteSpider will expect that no claim is made for a reduction in the Service Charges for minor reductions in scope as a result of the enhancements.

Force majeure

26.13 Neither party is liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond its reasonable control, including without limitation

- acts of God
- fire
- flood
- terrorism
- strike
- labour problems
- riots
- cloud provider outages;
- internet outages;
- supplier shortages;
- cyber attacks;
- ransomware;
- pandemics;
- government restrictions;
- sanctions/export restrictions;
- critical vendor service failures.

26.14 Time for performance shall be extended for the duration of the force majeure event.

27 MANAGED SERVICE AGREEMENT DETAILS

27.1 The client is: <CLIENT NAME>

27.2 The Commencement Date of the Managed Service agreement is: <AGREEMENT START DATE>

27.3 The Initial Term for the Managed Service agreement is: <TERM>

27.4 Billing Period for the Managed Service Agreement is <MONTHLY/QUARTERLY/ANNUALLY>

27.5 The Renewal Term for the Managed Service agreement is <RENEWAL TERM>

28 APPROVAL

Client

WhiteSpider

Signed

Signed

.....

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Name

Name

.....

.....

Position

Position

.....

.....

Date

Date

.....

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