

## DELIVERABLE SCHEDULE – MANAGED SECURITY SERVICES; PORTAL

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deliverable Schedule the following definitions apply:

**"Business Hour"** means an hour between 9am and 5pm on a Business Day;

**"Change Request Form"** means a form, the template for which is available at [www.switchshop.co.uk/forms](http://www.switchshop.co.uk/forms), that the Customer must use to request changes or additions to the Managed Security Service or Portal, including changes to security policies, changes to Security Reports, additional Custom Reports, additions of hardware or software to the Customer's network or opening of ports on the firewall;

**"Commencement Date"** means the date on which the Managed Security Service first becomes operational, as notified by Switchshop to the Customer;

**"Custom Reports"** means custom built security reports requested by the Customer under paragraph 4.6.4 or 4.6.5

**"Customer Email Address"** means the email address that the Customer has specified in the Onboarding Form, or such other email address as the Customer may specify in writing during the Term, for delivery of Security Reports;

**"Customer Site"** means a customer site where Switchshop Hardware is installed;

**"General Terms"** means Switchshop's general terms of sale and supply as published on the website ([www.switchshop.co.uk/terms](http://www.switchshop.co.uk/terms)) from time to time and available on request;

**"Initial Term"** means the initial term of the Contract for the Managed Security Services as set out in the relevant Quotation starting on the Commencement Date.

**"Managed Security Service"** means the managed security service to be provided by Switchshop to the Customer as specified in the Order Form;

**"Onboarding Form"** means a form provided by the Customer requesting information about the Customer's connectivity arrangements, network and facilities and also specifying the contact email address to which Security Reports will be sent;

**"Order Form"** means the order form signed, or to be signed, by the Customer in respect of the Managed Security Service;

**"Order Date"** means the date on which Switchshop receives a signed Order Form from the Customer;

**"Portal"** means the portal service to be provided by Switchshop in accordance with the terms of this Deliverable Schedule

**"Renewal Period"** has the meaning given in paragraph 3.2;

**"Scheduled Installation Date"** means the date agreed between the Customer and Switchshop for the installation of the Switchshop Hardware at a Customer Site;

**"Security Reports"** means reports in relation to firewall traffic comprising the Standard Reports and Custom Reports;

**"Service Component"** means a component of the Managed Security Service. The available Service Components are set out in more detail in the Annex to this Deliverable Schedule and the Order Form specifies that Service Component that form the Managed Security Services specific to the Customer;

**"Service Desk"** means a service desk operated by 1<sup>st</sup> line technical staff with whom the Customer can raise tickets by telephone or email in relation to issues or Change Requests in relation to the Managed Security Services;

**"Standard Reports"** means the standard Security Reports to be provided to the Customer as described in paragraphs 4.6.1 to 4.6.3;

**"Switchshop Hardware"** means hardware placed on site at the Customer's premises that is used or is to be used by Switchshop in order to provide the Managed Security Services; and

**"Switchshop Software and Licences"** means software and/or other licences used by Switchshop in the provision of the Managed Security Services;

**"Term"** means the Initial Term and any Renewal Periods.

1.2 Any capitalised words not defined above shall have the meaning given to them in the General Terms. The rules of interpretation as set out in clause 1.2 of the General Terms shall also apply to this Deliverable Schedule.

## 2. APPLICATION OF THIS DELIVERABLE SCHEDULE

2.1 This Deliverable Schedule along with the Quotation, the Order Form and the General Terms together constitute the Contract between Switchshop and the Customer for the provision of the Managed Security Services and Portal. The Contract supersedes any previously issued terms and conditions of supply and purchase.

2.2 The Managed Security Service and Portal services are "Services" for the purposes of the General Terms.

## 3. TERM

3.1 Subject to the other provisions of the Contract, Switchshop shall provide and the Customer shall subscribe for the Managed Security Service and Portal for the Initial Term.

3.2 Following expiry of the Initial Term, the Contract shall continue thereafter for successive 12 month periods (each a "Renewal Period") unless terminated in accordance with this Contract.

## 4. MANAGED SECURITY SERVICE

### 4.1 Managed Security Service and Portal

4.1.1 Switchshop shall provide to the Customer the Managed Security Services and Portal.

4.1.2 The Service Components that comprise the Managed Security Service are specified in the Order Form. Available Service Components are set out in detail in the Annex to this Deliverable Schedule.

4.1.3 For the provision of information related to the Managed Security Service through the Portal, the service shall be providing access to and use of an online Portal to facilitate use of other Switchshop services which may include by (depending on which other Switchshop services the Customer uses):

- (a) viewing summary information of devices associated with the Customer's Switchshop account(s);
- (b) requesting additions and/or changes to firewall and/or web filter settings;
- (c) viewing network monitoring information;
- (d) viewing and performing functions associated with the safeguarding officer's role;
- (e) viewing information in respect of current and expired services contracts;
- (f) altering multi-factor authentication settings for user accounts;
- (g) resetting user account passwords;
- (h) searching, filtering and/or downloading information available in the Portal.

### 4.2 Onboarding – General and Portal

4.2.1 No later than seven days after the Order Date, Switchshop shall send an email to the Customer:

- (a) providing contact details for the Service Desk, including the relevant email address and telephone number;
- (b) providing information about the Managed Security Services contract (including the Customer's unique Switchshop Agreement ID); and

(c) requesting that the Customer complete an Onboarding Form;

(d) providing instructions for initial user Portal log-in for the Customer's designated 'primary contact' (which shall be that Customer's 'Portal Admin');

(e) providing instructions for the creation of additional user log-ins by the Portal Admin as either additional Portal Admins, or as additional users without administrator rights;

(f) providing instructions for set-up and use of multi-factor authentication (if applicable); and

(g) providing any other information it deems relevant for the Customer to have to support its Portal access and use arrangements (including URL information for accessing the Portal, and relevant security arrangements associated with Portal access).

### 4.3 Onboarding – Managed Firewall

4.3.1 Switchshop will contact the Customer by email or telephone in order to agree a Scheduled Installation Date for the Switchshop Hardware.

4.3.2 The Customer must complete and return the Onboarding Form as soon as possible and, in any event, no later than seven days before the Scheduled Installation Date unless otherwise agreed by Switchshop.

4.3.3 A Switchshop engineer will attend at the relevant Customer Site on the Scheduled Installation Date to install and configure the Switchshop Hardware required to deliver the Managed Security Service.

4.3.4 To facilitate the installation on the Scheduled Installation Date, the Customer must:

- (a) provide the Switchshop Engineer with access to the Customer Site (including any comms rooms or data centres) between 9am and 5pm;
- (b) ensure that power and connectivity is available at the Customer Site;
- (c) ensure that there is sufficient rack space (a minimum of 2 units) available in an appropriate comms room, in the opinion of Switchshop, or data centre at the Customer Site for the installation of the Switchshop Hardware;
- (d) make available to Switchshop such administration passwords (if not already provided in the Onboarding Form) for other network devices as are necessary to facilitate the installation.

4.3.5 As part of the installation, the engineer may map the customer's network and take images of existing hardware to assist with support and troubleshooting of the Managed Security Service.

4.3.6 Following the installation of the Switchshop Hardware, Switchshop will carry out testing in relation to the Switchshop Hardware within the Customer's network.

### 4.4 Commencement of Managed Security Service

4.4.1 When the Managed Security Service is operational Switchshop will send a notification to the Customer by email confirming:

- (a) the date on which the Managed Security Service commenced;
  - (b) providing additional information on the functioning of the Managed Security Service; and
  - (c) inviting the Customer to attend an introductory call (the “Kick-Off Call”).
- 4.4.2 The Kick-Off Call shall be scheduled on a date and at a time agreed between the Customer and Switchshop. The Customer agrees to make available a member of staff for the Kick-Off Call. The Customer and Switchshop shall use reasonable endeavours to ensure the Kick Off Call takes place no later than 14 days after the Commencement Date.
- 4.4.3 During the Kick-Off Call Switchshop shall:
- (a) discuss the operation of the Managed Security Services with the Customer;
  - (b) discuss reporting requirements with the Customer; and
  - (c) review and verify the information that Switchshop has recorded in respect of the Customer’s network with the Customer to identify any errors and omissions (including any missing hardware and any missing information about listed hardware).
- 4.4.4 The Customer shall provide assistance to facilitate the tasks set out in paragraph 4.4.3.
- 4.5 **Service Desk**
- 4.5.1 As part of the Managed Security Service, Switchshop shall make the Service Desk available to the Customer on Monday to Friday between the hours of 9:00 and 17:00 (excluding bank holidays in England).
- 4.5.2 The Customer must raise any issues with the Managed Security Service as soon as it becomes aware of the same through the Service Desk by telephone or email (during Business Hours) or by email (outside of Business Hours).
- 4.5.3 The Managed Security Service includes the use of the Service Desk to support the Managed Security Service only. Unless purchased separately from Switchshop, Switchshop shall not be required to provide access the Service Desk to support the Customer’s network more generally, including any hardware owned by the Customer and any such use by the Customer may be chargeable in accordance with terms and conditions set out in the Deliverable Schedule – Service Desk (available at [www.switchshop.co.uk/terms](http://www.switchshop.co.uk/terms)).
- 4.6 **Security Reports**
- 4.6.1 Switchshop shall produce and provide to the Customer three standard Security Reports to the Customer Email Address covering which may include internet utilisation, keywords , application usage and security risks. These Security Reports will be delivered to the Customer once a month (or such longer period as may be agreed between the Customer and Switchshop in writing).
- 4.6.2 During the Kick-Off Call, the Customer may request the creation of two additional report templates which will form the basis of Security Reports to be delivered to Customer Email Address along with the Security Reports specified in paragraph 4.6.1.
- 4.6.3 The Customer may request up to three additional Security Report templates during the Kick-Off Call at a cost of £100 per template to be scheduled for the delivery at the same time as the Security Reports specified in paragraphs 4.6.1 and 4.6.2.
- 4.6.4 The Customer may request two specific one-off bespoke Security Reports per month during the Term by submitting a Change Request Form by email to the Service Desk.
- 4.6.5 The Customer may request additional:
- (a) Security Report templates; or
  - (b) specific one-off bespoke Security Reports,
- during the Term by submitting a Change Request to the Service Desk. Any such additional reports will be subject to a charge of £100 per template or per bespoke report.
- 4.6.6 In addition to scheduled Security Reports Switchshop may from time to time provide to the Customer additional reports and alerts in relation to searches against a list of safeguarding keywords maintained by Switchshop.
- 4.6.7 Switchshop shall use reasonable endeavours to create and provide any Bespoke Reports no later than:
- (a) ten Business Days for new Security Report templates; and
  - (b) two Business Days for individual user reports;
- after receiving a Change Request from the Customer.
- 4.6.8 The Customer acknowledges that it may not, in Switchshop’s opinion, be possible or practical to create certain Security Reports or Security Report templates requested by the Customer. Switchshop shall notify the Customer if this is the case and the Customer may choose as its only remedy to either:
- (a) ask for a substitute Security Report; or,
  - (b) if the relevant Security Report was chargeable, not be charged for such report.
- 4.6.9 Security Reports will be delivered by Switchshop to the Customer by way of a secure email server. The Customer will receive an email notifying it that one or more Security Reports is available. The Customer must log on to the secure server in order to access and download Security Reports.
- 4.7 **Storage of security logs**
- 4.7.1 Switchshop will store security logs in relation to the Managed Security Service in accordance with its own archiving and storage procedures.
- 4.7.2 Security logs will be retained by Switchshop for a period of 90 days or such other period as may be:
- (a) specified in the Order Form; or
  - (b) subsequently requested by a Customer in a Change Request Form and agreed by Switchshop in writing,
- provided that the Customer continues its subscription to the Managed Security Service.
- 4.8 **Change process**

- 4.8.1 The customer may request changes to:
- (a) security policies that form part of the Managed Security Service;
  - (b) Standard Report or Custom Report templates;
  - (c) configurations to allow additions of hardware or software to the Customer's network;
  - (d) configurations to facilitate opening of ports on the firewall;

by submitting a Change Request Form.

4.8.2 Switchshop will only action changes where correctly completed Change Request Form has been submitted to the Service Desk by email.

4.8.3 Subject to paragraph 6.4, Switchshop shall use reasonable endeavours to action any change properly requested under paragraph 4.8.1 within 5 Business Days.

4.8.4 Subject to paragraph 6.4, Switchshop may, but shall not be obliged to, assist in the diagnosis of performance issues with new hardware or software.

#### 4.9 Authorised Users

4.9.1 Unless otherwise agreed in writing, the Customer acknowledges and agrees that Switchshop:

- (a) shall treat any person who:
  - (i) purports to be an employee of the Customer or who has an email address using the Customer's domain as a representative of the Customer authorised by the Customer to raise tickets and provide instructions to Switchshop through the Service Desk on the Customer's behalf; and/or
  - (ii) successfully logs in to the Portal using valid user log-in details and having passed any multi-factor authentication checks, as a representative of the Customer authorised by the Customer to access the Portal on the Customer's behalf

in each case an "Authorised User";

- (b) may (but shall not be obliged to) request that any person calling the Service Desk verify their identity by sending an email to Switchshop before any action is taken as a result of a call to the Service Desk by the relevant person are provided to that person in relation to the Customer; and
- (c) may (but shall not be obliged to) request that any person accessing the Portal verify their identity through such additional means as it considers appropriate in the circumstances before acting on a request through the Portal in relation to the Customer.

4.9.2 Switchshop shall be entitled to:

- (a) act upon the instructions of any Authorised User; and/or
- (b) provide any information about the Customer, the Managed Security Services, the Customer's network, other information

available through the Portal, and any other information (including any Confidential Information relating to the Customer) to any Authorised User (or to any third party on the explicit written instructions of the Customer), unless that information is of a type where access is ordinarily restricted to a particular category of Authorised User (such as a Portal Admin or safeguarding officer).

4.9.3 The Customer shall not allow:

- (a) simultaneous access to the Portal using the same login credentials;
- (b) the transfer or sharing of user log-in details;
- (c) another person to access the Portal via user log-in details of a person no longer engaged by the Customer.

4.9.4 The Customer shall:

- (a) notify Switchshop promptly if user log-in details and/or any devices or credentials used for multi-factor authentication:
  - (i) becomes known or accessible to an unauthorised person, or
  - (ii) is no longer to be used by the person to whom it was allocated.
- (b) on becoming aware of any unauthorised use of or access to the Portal take reasonable steps to ensure that such use or activity ceases and to prevent a recurrence of it.

#### 5. OWNERSHIP OF HARDWARE AND SOFTWARE

5.1 Switchshop may install Switchshop Hardware at relevant Customer Sites in order to facilitate the provision of the services.

5.2 Switchshop may purchase and host software and other licences that are used in the provision of the Managed Security Services.

5.3 The Switchshop Hardware will remain the property of Switchshop throughout the Term and, unless otherwise agreed in writing between the Customer and Switchshop, the Customer shall not have any option or right to purchase the Switchshop Hardware.

5.4 The Customer shall have no rights of ownership of the Switchshop Software and Licences and may benefit from the Switchshop Software and Licences only as part of the provision of the Managed Security Services.

5.5 Switchshop shall be entitled to replace or substitute the Switchshop Hardware or any Switchshop Software and Licences at any time at its discretion and does not commit to using any specific make or model of hardware or and particular software to deliver the Managed Security Service throughout the Term provided that, in Switchshop's reasonable opinion, any change in the Switchshop Hardware or Switchshop Software and Licences does not have a significant adverse effect on the provision of the Managed Security Service.

5.6 The Customer shall indemnify Switchshop from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of the Customer's access to and/or use of the Portal in such a way as to adversely affect or corrupt the Portal or any hardware or software which may be used by Switchshop in the making available of the Portal or any information available through the Portal, and/or any action, demand or claim arising out of the same.

6. **PRICING**
- 6.1 The Price for the Managed Security Service and Portal shall be as set out in the Order Form.
- 6.2 Following expiry of the Initial Term, Switchshop may revise the Price for any Renewal Period.
- 6.3 In the event that Switchshop increases the Price for any Renewal Period, Switchshop shall notify the Customer in writing no later than 90 days before the end of the Initial Term or previous Renewal Period (as applicable).
- 6.4 Additional fees may be chargeable if:
- 6.4.1 the Customer fails to comply with its obligations under paragraphs 4.3.4 and 8;
- 6.4.2 the Customer makes changes to the Customer's network (including the topology of the network or the addition of hardware or software);
- 6.4.3 the Customer changes its connectivity provider;
- 6.4.4 the Customer submits other change requests in respect of the Managed Security Service which, in Switchshop's opinion, require engineering resource that are in addition to the normal day-to-day administration of the Managed Security Service; or
- 6.4.5 the Customer raises faults in respect of the Managed Security Service where, after investigation, the relevant fault is or is caused by a power or connectivity issue or a problem with another element of the Customer's network or facilities;
- and such action or omission requires additional work on the part of Switchshop or requires Switchshop to incur additional costs in order to deliver the Managed Security Service.
- 6.5 Any additional fees shall be charged on a time and materials basis at Switchshop's prevailing rates and will be notified to the Customer by Switchshop.
- 6.6 Unless otherwise agreed in writing by Switchshop payment in relation to the Managed Security Service must be by direct debit for each charging period (as specified in the Order Form) in advance and the Customer must complete a direct debit mandate at the same time as completing the Order Form.
7. **SERVICE LEVELS**
- 7.1 By way of guidance only, Switchshop aims to:
- 7.1.1 in respect of problems logged by email, provide an email acknowledgement within 1 Business Hour;
- 7.1.2 answer calls to the Service Desk within 30 seconds during Business Hours; and
- 7.1.3 complete any changes requested in a Change Request (excluding the creation of any Custom Reports) within one Business Day.
- 7.2 The Customer acknowledges and agrees that these service levels are provided for guidance only and without liability on Switchshop.
8. **CUSTOMER RESPONSIBILITIES**
- 8.1 The Customer acknowledges and agrees that Switchshop is dependent on the Customer to facilitate the provision of the Managed Security Service. The Customer must:
- 8.1.1 cooperate with Switchshop, as reasonably requested by Switchshop from time to time (including in respect of the diagnosis of a malfunction within the Customer's network) in connection with the delivery of the Managed Service;
- 8.1.2 provide all necessary access to such information as may be reasonably required by the Supplier in order to provide the Services;
- 8.1.3 where reasonably requested by Switchshop, provide accurate information to assist Switchshop in diagnosing a problem;
- 8.1.4 provide to Switchshop access to Customer Sites, the Switchshop Hardware and any comms rooms or data centres at such Customer Sites on request;
- 8.1.5 provide to Switchshop appropriate levels of access and privileges to its systems and staff to allow Switchshop to deliver the Managed Security and carry out its obligations under the Contract including performing diagnostic tests and applying fixes;
- 8.1.6 allows Switchshop to install any hardware or software that it requires to allow it to provide the Managed Security Services, perform diagnostic tests and apply fixes;
- 8.1.7 put and keep in place at all times:
- (a) an internet connection;
- (b) an appropriate uninterruptable power supply; and
- (c) an electrical power supply;
- for the Switchshop Hardware and for the Customer Site generally sufficient to allow Switchshop to provide the Managed Security Services;
- 8.1.8 keep the Switchshop Hardware in environmental conditions appropriate for the proper functioning of the Switchshop Hardware and, where applicable, in accordance with the manufacturer's guidance;
- 8.1.9 keep the Switchshop Hardware secure during the Term;
- 8.1.10 not remove, tamper with, attempt to gain access to Switchshop Hardware and not plug into or unplug from the Switchshop Hardware and cables, other than at the specific direction of Switchshop;
- 8.1.11 notify Switchshop immediately upon becoming aware of any fault with the Switchshop Hardware or any issues with the Managed Security Service; and
- 8.1.12 have in place any required authorisation to share any relevant data including personal data with Switchshop.
- 8.2 The Customer acknowledges and agrees that Switchshop's making available of the Portal, and the Customer's access to and use of the Portal service relies on the Customer's technical and organisational arrangements. The Customer shall ensure that it:
- 8.2.1 cooperates with Switchshop, as reasonably requested by Switchshop from time to time in connection with the making available of the Portal;
- 8.2.2 provides to Switchshop appropriate access to its staff to allow Switchshop to deliver the Portal and carry out its obligations under the Contract;

- 8.2.3 has and keeps in place at all times an internet connection sufficient to allow its user to access the Portal;
- 8.2.4 has in place any required authorisations to share any relevant data with Switchshop
- 8.2.5 complies with any technical requirements notified to the Customer in the information provided by Switchshop under paragraph 4.2.2 or otherwise;
- 8.2.6 complies with and procures that its users comply with: (i) any portal user guide or instructions made available to it by Switchshop from time to time; and (ii) all security requirements applicable to their access to and use of the Portal, including with regard to multi-factor authentication;
- 8.2.7 does not use the Portal to access any information or undertake any action which it is not permitted to access or undertake;
- 8.2.8 does not use the Portal or permit it to be used in any way that causes the Portal or access to it to be interrupted, damaged or impaired in any way
- 8.2.9 does not use or attempt to use or permit the use of any automated software agents (including without limitation, any screen scraper, spider or other web crawler) to access the Portal or to search, copy, monitor, display or obtain links to any part of the Portal, other than an automated programme authorised by Switchshop;
- 8.2.10 does not use the Portal or permit it to be used to copy any information available through it for display on any other website unless otherwise permitted
- 8.2.11 does not otherwise tamper with or attempt to make any deletions, additions, adjustments or alterations to Portal or to information available through it, other than where such actions are part of the Customer's Authorised Users' access and use permissions;
- 8.2.12 does not allow access to the Portal other than by an Authorised User;
- 8.2.13 does not use the Portal or permit it to be used for any fraudulent or other unlawful purpose or activity; and
- 8.2.14 does not mark an issue as 'resolved' in the Portal unless it is satisfied that no further action by Switchshop is necessary in respect of that issue.
- 8.3 The risk of loss, theft, damage or destruction of the Switchshop Hardware shall pass to the Customer on delivery at the Customer Site. The Switchshop Hardware shall remain at the sole risk of the Customer during the Term and any further term during which the Switchshop Hardware is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Switchshop Hardware is redelivered to Switchshop. During the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 8.3.1 insurance of the Switchshop Hardware to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Switchshop may from time to time nominate in writing;
- 8.3.2 insurance for such amounts as a prudent owner or operator of the Switchshop Hardware would insure for, or such amount as Switchshop may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Switchshop Hardware; and
- 8.3.3 insurance against such other or further risks relating to the Switchshop Hardware as may be required by law, together with such other insurance as Switchshop may from time to time consider reasonably necessary and advise to the Customer.
- 8.4 All insurance policies procured by the Customer shall be endorsed to name Switchshop on the policies as a loss payee in relation to any claim relating to the Switchshop Hardware. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 8.5 The Customer shall give immediate written notice to Switchshop in the event of any loss, accident or damage to the Switchshop Hardware arising out of or in connection with the Customer's possession or use of the Switchshop Hardware.
- 8.6 If the Customer fails to effect or maintain any of the insurances required under this agreement, Switchshop shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 8.7 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Switchshop and proof of premium payment to Switchshop to confirm the insurance arrangements.
- 8.8 Switchshop shall not be responsible for service delivery issues or for Switchshop's failure to carry out any of its obligations under the Contract that arise from the Customer's failure to comply with the provisions of the Contract (including this paragraph 8).
9. **EXCLUSIONS AND LIMITATIONS**
- 9.1 The Managed Security Service and Portal shall be provided as described at paragraph 4 only, and do not include (amongst other things):
- 9.1.1 any on-site or remote maintenance or support in respect of any customer hardware or network issues;
- 9.1.2 new service configuration (excluding the configuration of the Switchshop Hardware during the onboarding process);
- 9.1.3 design and implementation of system changes (including any changes requested by the Customer in a Change Request Form);
- 9.1.4 troubleshooting individual client connectivity problems on a working system.
- Switchshop, may in some cases (and at its discretion) carry out additional tasks (including those listed in this paragraph 9.1) but any such work may be subject to additional fees to be agreed between Switchshop and the Customer.
- 9.2 For the avoidance of doubt, the Customer remains solely responsible for the security and backup of its data and systems (excluding the security logs that form part of the Managed Security Service) and Switchshop shall have no liability to the Customer in respect of the same.
- 9.3 Although the provision of the Managed Security Service may assist the Customer in meeting its regulatory compliance obligations, Switchshop does not represent or warrant that the Managed Security Service will meet any specific regulatory standard or obligation on behalf of the Customer and it remains the Customer's responsibility to ensure that it understands and meets any such obligations.

- 9.4 Switchshop does not warrant or represent that the Managed Security Service will completely protect the Customer's network and systems against any virus, ransomware, other malicious software, distributed denial of service attack or other cybersecurity threat. Switchshop shall have no liability for any loss, damage or claim suffered or incurred by the Customer in respect of any such threat.
- 9.5 The Customer acknowledges that the Managed Security Service and Portal are provided to the Customer by Switchshop on a subscription basis. No hardware, software or licenses used by Switchshop in the provision of the Managed Security Service or Portal shall be transferred to the ownership of the Customer by virtue of the provision of the Managed Security Service or Portal.
- 9.6 Switchshop does not warrant, represent, guarantee or otherwise commit to the Customer that any information made available through the Portal (including in respect of Service Desk tickets) will be complete, accurate, or up-to-date, or that any information downloaded from the Portal will be identical to information accessible through the Portal, and Switchshop shall have no liability to the Customer for the consequences of the Customer relying on any such information. The Customer acknowledges that any such information is partial 'snapshot' data only and must not be used by the Customer for any purpose without first conducting its own further due diligence and validation.
- 9.7 For the avoidance of doubt, the Customer remains solely responsible for the security and backup of data related to its systems available through the Portal and should not rely on any such data remaining available on the Portal for future access. Switchshop shall have no liability to the Customer in respect of the data it wishes to access not or no longer being available on the Portal.
- 9.8 Switchshop shall not have any obligation or liability in respect of any failure of the Customer to use or to provide to its users correct log-in details to use to access the Portal, to follow correctly any instructions for the creation of additional Portal user accounts, to follow correctly any instructions for set-up and/or use of multi-factor authentication (if applicable), and to comply with any other access requirements set out in information provided to the Customer to support its Portal access and use arrangements.
- 9.9 The Customer acknowledges that access to the Portal is effected through the internet, and that accordingly Switchshop shall not have any obligation or liability in respect of the temporary unavailability of the Portal for any reason associated with that access arrangement. Further, the Customer must take its own precautions to ensure that the processes which it employs for accessing the Portal do not expose it to the risk of viruses, malicious computer code or other forms of interference which may damage its own computer system. Switchshop does not accept responsibility and shall not be liable for any interference or damage to the Customer's systems which arises in connection with its use of the Portal.
10. **TERMINATION**
- This paragraph 10 applies in addition to clause 17 (*Termination*) of the General Terms.
- 10.1 **Termination at the end of the Initial Term or a Renewal Period**
- 10.1.1 This Contract may be terminated at the end of the Initial Term or any Renewal Period by:
- (a) the Customer giving to Switchshop notice in writing no later than 60 days before the end of the Initial Term or the Renewal Period (as applicable); or
- (b) Switchshop giving to the Customer notice in writing no later than 30 days before the end of the Initial Term or the Renewal Period (as applicable).
- 10.1.2 A termination of the Contract in accordance with paragraph 10.1.1 to take effect on expiry of the Initial Term or the relevant Renewal Period (as applicable) and each party must continue to carry out its obligation under the Contract until that date.
- 10.2 **Termination before the end of the Initial Term or a Renewal Period**
- 10.2.1 If the Customer wishes to terminate the Contract in respect of the Managed Security Service (or any part of it) other than in accordance with paragraph 10.1 or clause 17 (Termination) of the General Terms it must provide Switchshop with notice in writing no later than 60 days before the proposed termination date.
- 10.2.2 In the event the that Customer terminates the Contract in accordance with paragraph 10.2.1, it must pay to Switchshop a cancellation fee equal to the amount of fees and charges that would have been due to Switchshop if the Contract had not been terminated under paragraph 10.2.1.
- 10.3 **Return of Switchshop Hardware**
- 10.3.1 The Customer shall permit Switchshop to collect (at the Customer's expense) the Switchshop Hardware no later than 7 days after the expiry of the Term in the condition in which it was provided to the Customer (fair wear and tear excepted).
- 10.3.2 The Customer must ensure any Switchshop Hardware that is to be returned is appropriately packaged for transit (in the opinion of Switchshop).
- 10.3.3 The Customer shall reimburse to Switchshop promptly any costs incurred by Switchshop in replacing (on a new for old basis) or restoring any Switchshop Hardware (or part thereof) which is not returned to Switchshop in accordance with the requirements of the Contract. Where the specific model of hardware is no longer available, Switchshop may (acting reasonably) select similar hardware as a replacement and the Customer will be liable for the cost of such hardware.
- 10.3.4 Switchshop may terminate the Managed Security Service (or a portion thereof) at any time by giving no less than 90 days' written notice to the Customer.
- 10.3.5 In the event that Switchshop exercises its termination rights under paragraph 10.3.4 Switchshop will reimburse the Customer on a pro-rata basis any fees or charges paid by the Customer in respect of the Managed Security Service (or the relevant portion thereof, to be determined by Switchshop acting reasonably) for the period after such termination takes effect.
- 10.4 **Security logs and other Customer Data**
- 10.4.1 In the event that the Managed Security Service is terminated for any reason, the Customer and Switchshop will work together in good faith to facilitate the transfer of security logs and any

other customer data to the Customer (at the Customer's expense).

- 10.4.2 Notwithstanding paragraph 10.4.1, Switchshop will not be required to maintain security logs or any other customer data beyond a period of three months after the termination of the Contract unless required to do so by law.

## 11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Law. This paragraph 11.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws or the General Terms.

- 11.2 The parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the data controller and Switchshop is the data processor in relation to provision of Managed Security and Portal Services.

- 11.3 Without prejudice to the generality of paragraph 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Switchshop for the provision of the Managed Security Service and Portal for the Term.

- 11.4 Without prejudice to the generality of paragraph 11.1, Switchshop shall, in relation to any Personal Data processed in connection with the performance by Switchshop of its obligations under the Contract:

- 11.4.1 process that Personal Data only on the written instructions of the Customer unless Switchshop is required by applicable laws to otherwise process that Personal Data;

- 11.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

- 11.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (a) Switchshop has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) Switchshop complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) Switchshop complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- 11.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact

assessments and consultations with supervisory authorities or regulators;

- 11.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;

- 11.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

- 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 11.4.8 and allow for audits by the Customer or the Customer's designated auditor.

- 11.5 The Customer acknowledges that certain Personal Data may be transferred to certain third-party suppliers of Switchshop in the United States of America (in particular, but without limitation, software-as-a service and storage-as-a-service providers) provided that Switchshop ensures that such third-party suppliers are bound by appropriate Standard Contractual Clauses or another permitted transfer mechanism pursuant to Applicable Law in relation to their processing of the Personal Data.

- 11.6 The Customer consents to Switchshop appointing a third-party processor of Personal Data under this agreement. Where Switchshop appoints a third-party processor it confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in paragraph 11.4. As between the Customer and Switchshop, Switchshop shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 11.56.

- 11.7 Notices setting out the way in which Switchshop processes personal data (and other information security arrangements) are available at <https://www.switchshop.co.uk/policies/>. This includes information on how Switchshop uses cookies and how it conducts marketing, and the arrangements for collecting the Customer's consent, where necessary. The Customer acknowledges and agrees to the processing of Personal Data including through the setting of cookies on user devices in accordance with this notice.

- 11.8 The Customer shall indemnify Switchshop against any loss damage, claims or expenses whether direct, indirect or consequential (including loss of profits and loss of goodwill) or otherwise suffered or incurred by the Switchshop as a result of a failure by the Customer to comply with any Data Protection Laws in relation to the provision by Switchshop of the Managed Security Service and Portal.

- 11.9 The Customer acknowledges and agrees that Switchshop may obtain and retain configurations, credentials and other information relating to the Supported Hardware and the Customer's systems for the purpose of providing the Support Desk and Portal Services. Switchshop shall keep such information confidential and shall treat such information with such care as it treats its own confidential information. The Customer may request that any such information is deleted at any time, otherwise such information will be treated in accordance with Switchshop's Data Retention policy.

## 12. UPDATES

Switchshop may update this Deliverable Schedule from time to time on providing reasonable notice to the Customer. The Customer's continued use of the Managed Security Service and Portal following receipt of such notice

shall constitute deemed acceptance of this Deliverable Schedule as updated.

**ANNEX 1**  
**Available Service Components**

Service Component	Description
<p><b>Managed Firewall</b></p>	<p><b>Functionality</b></p> <ul style="list-style-type: none"> <li>- Next generation firewall with IDS/IPS, AV, app control, botnet, web filtering functionality.</li> </ul> <p><b>Installation</b></p> <ul style="list-style-type: none"> <li>- Pre-configuration of firewall as per standard Switchshop template.</li> <li>- Shipment of appliance to site.</li> <li>- Racking, mounting and cable management install of firewall by Switchshop Engineer.</li> <li>- Integration into current network by Switchshop Engineer.</li> <li>- Internal and external connectivity checks and sign off.</li> </ul> <p><b>Firewall management</b></p> <ul style="list-style-type: none"> <li>- Management of firewall (firmware upgrades, monitoring).</li> </ul> <p><b>Support</b></p> <ul style="list-style-type: none"> <li>- 9-5 Service Desk for Change Requests and fault logging (in respect of the Managed Security Service only).</li> </ul> <p><b>Security Logging and Reporting</b></p> <ul style="list-style-type: none"> <li>- 5TB maximum data storage at any one time</li> <li>- Logging and storage of security logs/connected clients' data for agreed period.</li> <li>- 3 standard reports templates (scheduled as requested by the Customer).</li> <li>- 2 bespoke report templates (designed during onboarding and scheduled as requested by the Customer)</li> <li>- Customer may request 2 bespoke reports per month.</li> <li>- Additional bespoke reports or report templates charged at £100+VAT per report/template.</li> </ul>
<p><b>Portal</b></p>	<p>Available to all Managed Security Service Customers</p>