



Remote IT & Cyber Security Health Check - Terms and Conditions

This document describes S50, a business trading name of Sensus3 Ltd (hereinafter referred to as “Us” “We” “Our” “S50 Managed IT Services”) Cyber Security, Network Audit, Inventory and Reporting tool (hereinafter referred to as “Audit Tool” “Inventory” “Report”) and the terms and conditions under which we may use the Audit Tool and associated processes to obtain detailed information about Your (hereinafter referred to as “You” “Client” “Customer(s)”) IT equipment, software and network configuration (hereinafter referred to as “IT Health Check” “Cyber Security Health Check” “Free Audit” “Audit”). By requesting and or agreeing to an Audit you agree that you are authorised to accept these terms and conditions on behalf of yourself and/or the company you represent

Once you have agreed to an Audit from S50, this document may also be incorporated into any other applicable written agreements related to S50 provision of services to you. If you are participating in a Free Audit, this document does not act as a contract between you and S50 and does not create any rights or obligations for you or S50.

The Audit Tool and any associated processes is a tool that enables S50 to proactively collect and analyse data about Customer(s) networks and provide such information back to the Customer in the form of a Report.

Specifically: The Audit Tool uses a network profiling software tool for the purposes of collecting information relating to network configuration and inventory. The Audit Tool typically retrieves network data elements in the Customer's network in two steps:

- (1) "Network Discovery" to identify devices on the network and (2) "Inventory Process" to collect data elements from each device discovered on the network.
- Transfer of Customer Network Information to S50 is enabled through a secure connection back to S50
- Customer Network Information is processed and stored via an industry standard platform that enables the generation of Inventory Reports by S50 to the Customer
- S50 will store and analyse the Customer Network Information collected in connection with the Audit Tool and upon request from Customer, will use commercially reasonable efforts to generate and make available to Customer, one or more Inventory Reports
- S50 may use and store Customer Network Information at S50 discretion for commercial and business purposes. Customer Responsibilities and Agreements
- Customer authorises S50 to run, on one or more computers connected to Customer's network, the Audit Tool in order to collect, use and analyse Customer Network Information, and to generate reports regarding Customer's network and equipment
- Customer is responsible for providing all hardware and software, as specified by S50, necessary to support the Audit Tool



- Customer will provide to S50 any additional information that may be required by S50 to enable it to generate Inventory Reports
- S50 will access the Audit Tool solely for the purpose of generating Inventory Reports about Customers network and for the purpose of asset management
- Customer agrees that S50 may use Customer Network Information to generate Inventory Reports and for other commercial and business purposes, including but not limited to: determining if equipment is covered by an S50 support service agreement; to help S50 understand Customer's network configuration and to provide proactive support services to Customer through an S50 managed support plan or tailored service agreement
- Customer agrees to provide S50 with necessary equipment, user and 3rd part login credentials if requested, to allow S50 to complete all necessary checks when performing a one-time, Free Cyber Security Health Check

Free Cyber Security and IT Health Check (Audit)

Customers are eligible for a Free Audit under the terms and conditions set herein. S50 shall not charge the customer for the first audit up to a maximum of 50 endpoints, including, but not limited to: PC's, laptop's, servers, NAS/SAN, Firewalls and routers. Thereafter the Audit will be charged at £5.00 per endpoint and be invoiced to the Customer for payment under our standard settlement terms. Following a free audit the Customer shall be entitled to a free one off Inventory Report in the form of a PDF document, within 2 working weeks of audit completion. S50 will not undertake changes of any kind, including but not limited to: configuration changes or security enhancements to the Customer network, equipment, services or applications either during or following an audit, without prior agreement with S50 and written consent from Customer. Customer agrees to be charged at the applicable rate for any changes to the customer IT systems, by way of a signed S50 quotation or pro-forma invoice and to settle all invoices submitted for such work within applicable payment timeframes specified on all S50 invoices.

Termination

Customer acknowledges and agrees that S50 may, at its discretion and at any time, discontinue the use of the Audit Tool and withdraw the production of Inventory Reports, unless such services form part of an S50 managed IT support plan or service agreement with the Customer.

Confidentiality

S50 shall observe strict obligations of confidentiality with respect Customer data and shall use such information in compliance with any applicable terms and conditions upon which S50 makes such information available.

S50 will at all times keep in trust and confidence all such Confidential Information and will use such Confidential Information only for S50 business purposes, or otherwise as authorised by You; and S50 will not disclose such Confidential Information to third parties without your prior written consent. Notwithstanding the foregoing, S50 may disclose your Confidential Information to its contractors, agents, representatives and affiliates who are under appropriate confidentiality obligations and who



have a business need to access such information for S50 business purposes. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party's breach of this Authorisation; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The Audit Tool (and related software) are confidential to S50 and its licensors.

Limitation of Liability

Disclaimers; Warranties. ACCESS TO THE AUDIT TOOL AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE INFORMATION COLLECTED AND PROVIDED IN CONNECTION WITH THE AUDIT TOOL IS NOT REPRESENTED TO BE COMPLETE OR ACCURATE; AND S50 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING TO THE AUDIT TOOL AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE DETERMINATION AND IMPLEMENTATION OF ITS NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. S50 SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF THE AUDIT TOOL, INVENTORY REPORTS AND/OR RELATED SOFTWARE TO MEET USER'S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. IN NO EVENT SHALL S50 BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY INVENTORY REPORT OR OTHER INFORMATION PROVIDED IN CONNECTION WITH THE AUDIT TOOL. S50 SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF OR RELATING TO THE USE OF THE AUDIT TOOL AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, OR FOR THE LOSS OF DATA, INFORMATION OF ANY KIND, BUSINESS, PROFITS, OR OTHER COMMERCIAL LOSS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT S50 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.