

STANDARD SERVICES AGREEMENT

By and between

Riela Cyber Security Centre Limited, a company incorporated in the Isle of Man, registered number 131912C. under the Companies Acts of 1931 to 2004 (Isle of Man), having its registered office and principal place of business at Euromanx House, Freeport, Ballasalla, Isle of Man, IM9 2AP.

(hereinafter “Riela”)

And:

<<Client Name>>, a company incorporated in <<Client Country>>, registered number <<Client Reg Num>>, having its registered office at <<Client Registered Address

(hereinafter “Client”)

WHEREAS Riela provides cyber security, consultancy and support services to companies who require high quality cyber security solutions and service:

WHEREAS Client wishes to acquire from Riela access to the Infrastructure and Related Services, for its use, and Riela is willing, subject to the terms and conditions of this Agreement to provide such services to Client:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. SERVICE AGREEMENT SUMMARY

1.1 PURPOSE

The Client has signed a Service Order for Products and/or Services from Riela, or is to sign this Standard Service Agreement for Products and/or Services from Riela. This document defines support agreement levels and terms and conditions by which they will be delivered, and the related contractual obligations of both the Client and Riela.

1.2 DEFINITIONS

Unless otherwise defined under this Agreement, words and expressions have, under this Agreement, the following meaning:

Agreement;

means the terms and conditions set out in this main agreement and its schedules and any signed Service Order, as amended from time to time in accordance with this Agreement.

Affiliated Company;

in relation to a body corporate means; (i) any Subsidiary Company of that body; (ii) any Holding Company of that body; (iii) any Subsidiary Company of that Holding Company; or (iv) any director or employee of such Holding Company or Subsidiary Company.

Business Days;

means when the banks located in the Isle of Man are open for regular banking business.

Client;

means the corporate entity or private individual on behalf of which this Agreement or the related Service Order was signed.

Connectivity and Bandwidth;

means the connectivity and bandwidth described in Schedule B

Confidential Information;

includes all business, financial and operational information, and/or the Parties' wider activities, either marked as confidential or which ought reasonably to be regarded as such, which may be or may have been disclosed to the other either under or pursuant to this Agreement or the signed Service Order.

Disclosing Party;

means the party disclosing its Confidential Information.

Holding Company; means a company which has a Subsidiary Company.

Incident; means any incident as classified in Section 7.4.

Infrastructure; means the infrastructure defined in Schedule B or on the signed Service Order.

Initial Fees: means the total of the fee elements described in Schedule F as Initial Fees in addition to any other Initial Fees described and agreed between the Parties in any additional Service Orders for addition of services conducted in accordance with this Agreement;

Intellectual Property Rights;

means (a) copyright, software, inventions, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered): (b) applications for registration. and the right to apply for registration, for any of these rights: and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Monitoring and Security;

means the monitoring and security services defined in Schedule A and any signed Service Order.

Notification Tickets;

Means tickets generated within Riela Systems as a result of the Monitoring and Security.

Party

means the Client or Riela, together referred to herein as the “Parties”

RDP;

means Microsoft’s Remote Desktop Protocol

Recurring Fees;

means the total of the fee elements described in Schedule F as Recurring Fees in addition to any other recurring fees described and agreed between the Parties in any additional Service Orders for addition of services conducted in accordance with this Agreement;

Recipient;

means the party receiving Confidential Information from the Disclosing Party.

Related Services;

means the Related Services described in Schedule C or on the signed Service Order, and in addition to any other Related Services described and agreed between the Parties in any additional Service Orders for addition of services conducted in accordance with this Agreement;

Service Order;

means any signed service order accepted by Riela making reference to this Agreement, for delivery of products and services, as amended from time to time in accordance with this Agreement.

Solution;

means the Monitoring and Security, Infrastructure, and Related Services described herein or on any signed Service Order.

Standard Business Hours;

means Monday to Friday 8am-5.30pm, excluding statutory holidays.

Subsidiary Company;

means the same as defined in the Companies Act 1974 (act of Tynwald).

1.3 INTERPRETATION

- a) Unless expressly stated otherwise, the following rules of interpretation will apply in this Agreement.
 - i. Words in the singular, include the plural and vice versa:
 - ii. Headings used in this Agreement are for ease of reference only and will not affect the interpretation of this Agreement:
 - iii. References to Clauses, Sections and Schedules are, unless the context otherwise requires, to clauses and schedules of this Agreement and Sections to the Schedules to this Agreement;
 - iv. References to a statute or a statutory provision, include a reference to that statute or statutory provision as from time to time modified or re-enacted; and,
 - v. References to persons shall include references to individuals, bodies corporate, unincorporated associations, partnerships and any other entity having legal capacity.
- b) In the event of any inconsistency between the main terms of this Agreement and the terms of any Schedule or Service Order, the main terms of this Agreement shall take priority.

1.4 SERVICES

- a) Riela will provide products and services in accordance with Schedule A and any signed Service Order.
- b) Riela will provide Related Services in accordance with Schedule C and any signed Service Order.
- c) Riela will perform the Consultancy Services in accordance with Schedule D and any signed Service Order.
- d) Riela grants Client and Client buys from Riela, access to and use of the environment from where any private hosted services are provided.
- e) The standard services made available by Riela may include:
 - i. Cyber security professional services;
 - ii. Cyber risk assessments;
 - iii. Cyber security training services;
 - iv. Security Operations Centre;
 - v. External vulnerability scanning;
 - vi. Internal vulnerability scanning;
 - vii. Penetration testing;
 - viii. Ransomware protection;
 - ix. Dark web monitoring
 - x. Red Team attack simulation / testing / competition;
 - xi. DNS Filtering;
 - xii. Mobile Device Management and Monitoring;
 - xiii. Advanced Insider Threat Detection;

- xiv. Advanced Data Loss Prevention;
- xv. Secure Network Design and Deployment;
- xvi. Endpoint Management;
- xvii. Infrastructure as a Service;
- xviii. Virtual Private Servers and virtual customer containers;
- xix. Hosted services such as MS Exchange, either dedicated (private) or multi tenanted;
- xx. Connectivity and bandwidth provision;
- xxi. Remote access; and
- xxii. Consultancy and support services.

as well as any other services as more fully described in the Schedules hereto.

END OF SERVICE AGREEMENT SUMMARY

2. SERVICE AGREEMENT TERMS

2.1 OBLIGATIONS OF RIELA

- a) Riela will ensure properly trained staff are in place to support and maintain all aspects of the Solution.
- b) Riela will ensure provision of the service levels defined in the Service Level Agreement as set out in Schedule E.
- c) Riela will purchase applications and services from third party vendors as and when necessary in order to implement and supply the Solution.
- d) All third party vendors will be contracted with defined service levels. Where specific expert support from third party vendors is necessary the service levels contracted from those vendors will supersede those defined herein.
- e) Riela shall obtain and maintain in force during the Term and Renewal Period any and all licenses, authorisations and permits which may be required of Riela to offer the Solution, including complying with licensing agreements and applicable laws and regulations.
- f) Riela will ensure that it shall maintain all licenses, authorisations and permits as required herein.

2.2 OBLIGATIONS OF CLIENT

- a) Client shall be responsible to pay fees as set out on the Service Order or in The purpose of this Service Level Agreement (“**SLA**”) is to set out the terms upon which Riela will provide and support the Solution, including responding to and resolving Incidents and Service Requests.

2.3 STANDARD BUSINESS HOURS

Riela will provide support levels defined in this Schedule E during Standard Business Hours. Support outside of these hours will be provided on a reasonable endeavours basis.

2.4 SUPPORT SERVICES

2.4.1 Support Desk

All requests for support services should be submitted via Riela’s Support Desk by emailing support@riela-group.com with full details of the issue. The subject line of the email must contain a label for the issue that is easily discernible. The system will automatically reply with a ticket opening email. To ensure all correspondence is capture in the system, all subsequent conversations regarding the issue should be made by replying to the system emails.

2.4.2 Error correction

Where the Client identifies an issue with the Solution, Riela shall work with the Client to understand the issue and identify the root cause. Riela and the Client will provide all assistance reasonably necessary to enable resolution of the issue.

2.4.3 Report creation, modification, and customisation

Riela will upon request use reasonable endeavours to create, or make any necessary changes to, standard reports attached to the Solution, subject to fees listed in section 8.4.

2.4.4 Additional Service or Change Requests

Each request for new service or change must be made by written request giving a full and detailed explanation of the changes and modifications required, along with the target date for delivery. Riela will review each request, confirm understanding of the request with the Client, and supply the Client with a cost and timeline for implementation.

2.5 PATCHING AND UPDATES

Riela will regularly patch and update the Solution. The Client will be notified periodically of these updates where necessary. Any such updates that risk significant disruption to services will be notified in advance and coordinated where necessary between Client and Riela.

2.6 INCIDENT CLASSIFICATION

2.6.1 Classification process

In designing a matrix for prioritisation of calls we take this from the ITIL framework describing the rules for priorities for incidents. This allows us to define a Prioritisation Matrix for dealing with support requests and incidents.

Riela's ITIL approach scores incidents against two matrices, the urgency and impact of the incident. This in turn allows us to consider not only the no of users affected but also metrics such as the status of a user or subset of users into consideration.

2.6.2 Incident Urgency (Categories of Urgency)

Category	Description
High	<ul style="list-style-type: none"> • A significant elevated breach of the environment has or is occurring • Persistent frequent malicious breach attempts • Malicious data egress is underway or has been attempted • The damage caused by the Incident increases rapidly. • Work that cannot be completed by staff is highly time sensitive. • A minor Incident can be prevented from becoming a major Incident by acting immediately. • Several users with VIP status are affected.
Medium	<ul style="list-style-type: none"> • An unelevated breach of a single part of the environment has occurred • A malicious targeted breach attempt or targeted attack vector • The damage caused by the Incident increases considerably over time. • A single user with VIP status is affected.
Low	<ul style="list-style-type: none"> • Opportunistic attack vectors (such as phishing) • The damage caused by the Incident only marginally increases over time. • Work that cannot be completed by staff is not time sensitive.

2.6.3 Incident Impact (Categories of Impact)

Category	Description
High	<ul style="list-style-type: none"> • Significant Client data or sensitive data breach • Significant loss of access to data • Significant loss of availability of Client’s Network • Significant increase of security risk to Client’s Network • A large number of staff are affected and/or not able to do their job. • A large number of customers are affected and/or acutely disadvantaged in some way. • The financial impact of the Incident is (for example) likely to exceed £100,000. • The damage to the reputation of the business is likely to be high. • Someone has been injured.
Medium	<ul style="list-style-type: none"> • Loss of access to data on a single end user device • Medium increase in security risk to Client’s Network • A moderate number of staff are affected and/or not able to do their job properly. • A moderate number of customers are affected and/or inconvenienced in some way. • The financial impact of the Incident is (for example) likely to exceed £1,000 but will not be more than £100,000. • The damage to the reputation of the business is likely to be moderate.
Low	<ul style="list-style-type: none"> • Minor increase in security risk to Client’s Network • A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort. • A minimal number of customers are affected and/or inconvenienced but not in a significant way. • The financial impact of the Incident is (for example) likely to be less than £1,000. • The damage to the reputation of the business is likely to be minimal.

2.6.4 Priority Classification Matrix

Once we have determined what impact and urgency an incident has, we can then use a matrix to classify the priority of the call.

		Impact		
		H	M	L
Urgency	H	P1	P2	P3
	M	P2	P3	P4
	L	P3	P4	P5

2.7 RESPONSE TIMES

The response time measures how long it takes for Riela to respond to an Incident or support request.

Riela is deemed to have responded when it has replied to the client’s initial request (other than the initial auto-response), or identified the Incident. This maybe in the form of immediate remedial action, an email or telephone call, to either provide a solution or request further information.

Response times depend on the severity of the issue which are shown in the table below:

Priority levels and maximum response times				
P1	P2	P3	P4	P5
60 mins	120 mins	360 mins	1 day	2 days

Automatically detected P1 and P2 events will result in emergency alerts with out of hours call out. Otherwise times are measured during working hours. For instance, if an issue is reported at 5:00pm with a response time of 120 mins, Riela has until 10:00am the following day to respond.

2.8 PRIORITY LEVELS

The severity levels shown in the table above are defined by Riela’s published Priority Classification Guidelines

2.9 RESOLUTIONS

2.9.1 Security Incident - Mean Time To Contain (MTTC)

During a P1 or P2 security related Incident Riela will use best endeavours to keep the MTTC as short as possible.

2.9.2 Resolution time

Riela will use reasonable endeavours to resolve problems as swiftly as possible, and will aim to, where the resolution or workaround is within Riela’s control, either provide a workaround or resolve the issue within the following timescales:

Priority levels and maximum resolution times				
P1	P2	P3	P4	P5
180 mins	360 mins	2 days	7 days	21 days

Where the resolution or workaround is not fully within Riela’s control, Riela shall use reasonable endeavours to bring it under our full control and work with relevant 3rd Parties to achieve the same.

2.9.3 Resolution process

On receipt of a P1 or P2 error report, Riela will assign one engineer, who will contact the Client and request access to the system in order to assess the error and will report to the Client what

has caused the error and the actions required to allow the error to be resolved and/or worked around.

For P1 or P2 incidents, 30 minutes after the system has been made available, if the error has not been identified by the single engineer, the call will be escalated internally and Riela's senior support staff will be made available to co-ordinate the situation, this will include regular updates by telephone or email explaining the actions that are being carried out to not only identify the error, but to give an estimate on the solution and time scale involved.

2.10 SUPPLIER RESPONSIBILITIES

- a) Riela will provide and maintain the Solution used by the Client
- b) Riela will use all reasonable endeavours to keep the Solution available to the Client with minimal interruption to the Client's key business activity.
- c) Riela will respond to support requests within timescales listed in herein.
- d) Riela will take steps to escalate and resolve issues as described herein.
- e) Riela will maintain good communications with the Client at all times.
- f) Riela will hold technology steering meetings from time to time, with the Client, to discuss possible and planned evolution of the Solution.
- g) Riela will install new versions, patches, or upgrades to the Solution. Riela may ask the client to approve these on the system. Any changes will be noted, and if added to the system, recorded in Riela's change management system.
- h) Riela will make every effort to keep the Solution current and up to date in terms of the operating systems and Related Service application versions.
- i) Riela will take responsibility for third party vendor relationships during problem diagnostic situations.
- j) Riela is responsible for the distribution of all installed patched supported software components.

2.11 CLIENT RESPONSIBILITIES

- a) Riela requires the Client to use the versions of third party products that are embedded in the Solution and that upgrades, patches, and new releases of such third party products are only implemented by Riela. Riela is not responsible for program malfunctions that result from the Client upgrading to new versions or releases of any products without the direction of Riela.
- b) In requesting addition of a new service to the Solution or a substantial change to existing Solution, the Client must request a meeting between Riela senior engineering staff or management and appropriately knowledgeable Client staff members, to properly and completely capture the Client requirements for the service or change. Such requirements should be documented in advance by the Client, and will be updated by Riela on completion of the requirements capture. The documentation to be approved by both Parties and recorded in the Support Desk system.
- c) The Client agrees to maintain a good understanding of their Solution and attend any appropriate Riela meetings and training sessions.

- d) The Client agrees to maintain adequate internal support resources to provide proper and complete responses to assist Riela in supporting the Related Services.
- e) The Client agrees to a weekly maintenance window of one hour during which the Infrastructure may not be available due to essential infrastructure maintenance. The exact timing of this window to be agreed on a case by case basis between the Parties to this Agreement.
- f) The Client will not use third party tools or products to change or update data in the Solution database without the written approval of Riela. Riela will not be responsible for any resulting data corruption. Riela may provide data rectification services pursuant to Rates and Fees detailed in Schedule F.
- g) In the case of P1 and P2 issues, the Client must provide a contact person and their contact details who will be available during business hours to assist with on-site information gathering and resolution testing. Failure to provide this contact person may hamper the resolution of issues and in some cases may mean that the priority of your issues are downgraded for the purposes of Resolution Times.
- h) In the event that Riela support personnel are unable to connect to the Client's Solution due to Client connectivity or other Client attributable issue the support clock will be stopped until the preventing issue has been removed.
- i) Client will have, and keep up to date, a cyber security policy or policies.
- j) Client will ensure that adequate staff cyber security training is provided.

END OF SCHEDULE E

- b) Schedule F: Rates AND Fees, and pursuant to FEES.
- c) Client shall remain responsible for licensing of Client's software as used on the Infrastructure or Client's local office environments.
- d) Client shall comply with all conditions imposed on Client under this Agreement.
- e) Client shall ensure all infrastructure installed on Client's premises under the Solution is adequately insured, regardless of whether the infrastructure is procured by the client or is the property of Riela provided as part of a managed service.

2.12 FEES

- a) All invoices shall be issued and paid in Pounds Sterling.
- b) By entering into this Agreement, the Client is committed to paying the Fees for the Term or any Renewal Period. The level of those fees will depend on the package of services that the Client chooses as set out within the terms of this Agreement including any signed Service Order and including the Schedules hereto and any other Schedules that may be executed hereafter.
- c) All sums payable under this Agreement are exclusive of any Value Added Tax (VAT) or other taxes or duties levied on such sums and, subject to receipt of a valid VAT invoice, the Client undertakes to pay and indemnify Riela in respect of any such VAT or other tax or other duty properly chargeable to the Client by Riela.

2.13 PAYMENT TERMS

- a) The Recurring Fees are due and payable in advance on the first day of every month.
- b) All other Fees are due and payable upon the issuing of an invoice to the Client.
- c) Late payment fees bear interest as of and from their due date at the daily rate of 1% per month or 12% per annum.

2.14 TERM

- a) The term of this Agreement is for a minimum of 3 years (the "Term") starting as of the date of execution of this Agreement or the date of Execution of any signed Service Order. Where the Term applied to individual products or services stated on any Service Order differs from the Term herein, the Term stated on the Service Order takes precedence. Where more than one Agreement or Service Order has been signed, the Term applies separately to those Agreements or Service Orders. In the event the Term is renewed in accordance with the provisions herein, the renewal period ("Renewal Period") shall be considered as part of the Term.
- b) The Agreement shall automatically renew at the end of the Term unless Client notifies Riela in writing at least three months before the end of the Term or Renewal Period that Client does not wish to extend the Term.

2.15 TERMINATION

- a) Either party may terminate this Agreement at any time if the other party materially breaches this Agreement and fails to cure that breach within 90 days of receipt of notification of such breach.

- b) Either Party may terminate this Agreement with immediate effect by written notice to the other Party if the other Party ceases to trade (either in whole, or as to any part involved in the performance of this Agreement), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, is unable to pay its debts when due, or any order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) under the laws applicable to that Party.
- c) The Client acknowledges and agrees that if events occur giving a right to Riela to serve notice of termination, Client shall be required to pay all outstanding charges for services received up to the termination date and the balance of the Recurring Fees from the termination date to the end of the Term or any Renewal Period.
- d) Should Client terminate services, other than pursuant to Clauses 2.6.a or 2.6.b, prior to the end of the Term and or any Renewal Periods, Client shall be required to pay all outstanding charges for services received up to the termination date and the balance of the minimum monthly Recurring Fees from the termination date to the end of the Term or any Renewal Periods.
- e) Should Client terminate services for any reason within the Term of any product or service, Client shall be required to pay all outstanding charges for services received up to the termination date and the balance of the monthly Recurring Fees of the Term.

2.16 INFORMATION AND CONFIDENTIALITY

Each party shall treat as confidential, and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall treat as confidential, the terms and conditions of this Agreement, as well as all data, summaries, rates, reports or information of all kinds and all other confidential information relating in any manner to the business or affairs of the other party which it may receive in connection with this Agreement, and shall not (and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall not) disclose or use such information other than strictly for the purposes of this Agreement.

2.17 DATA PROTECTION

- a) Both parties acknowledge their respective duties under the applicable data protection legislation, and hereby undertake to comply with their obligations and duties under such legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with any obligations arising under such legislation.
- b) The Client acknowledges that Riela may, in the course of performing its obligations under this Agreement, process “personal data” in accordance with the relevant legislation. In so far as such personal data is obtained from the Client, the Client consents and undertakes to procure that any relevant data subjects consent, to such processing by Riela.
- c) The Parties shall at all times ensure that appropriate technical and organisational security measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data.

2.18 INDEMNITIES AND LIABILITIES

- a) Subject to the liabilities described herein, Client shall fully indemnify, defend and hold harmless Riela and its officers, directors, employees, agents, successors and assigns from and against any and all costs, actions, claims, damages or losses whatsoever arising from or in connection with or based on any claim of the following;
- i. the fraud or dishonesty of any Client personnel or subcontractors;
 - ii. any claim that any Client product or Client Confidential Information or Client Intellectual Property Rights. or the use, reproduction or exploitation of any of the same infringes a third party's rights. including third party Intellectual Property Rights or rights in respect of confidential information;
 - iii. Client's breach of any terms or obligations or warranties under this Agreement;
 - iv. a breach by Client of any Statute or Regulation applicable to Client.
 - v. Any breach of duty by Client.
- b) Neither party shall be liable:
- i. for any breach of its obligations under this Agreement resulting from a force majeure or acts of God including, without limitation, acts of war, acts of terrorism, civil uprising, acts of civil disobedience, natural catastrophes and accidents beyond their control; nor
 - ii. for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues, loss of goodwill, loss of data or interference with business) whether or not caused by the acts of omissions or negligence of its employees or agents and regardless of whether such party has been informed of the possibility of the likelihood of such damages.
- c) The credits and recourses provided in the Service Level Agreement, as set out in Schedule E hereto, constitute the only and exclusive recourses available to Client against Riela in the event of any failure of Riela to deliver the service to be provided under this Agreement.
- d) You agree to hold harmless and indemnify Riela and its subsidiaries, affiliates, officers, agents, directors, managers, employees, and successors from any claims, losses, damages, suits, demands, liabilities, judgments, litigation costs and attorneys' fees arising from or in any way related to your use of the Solution, your breach of any of your obligations under this Agreement, or your violation of any applicable laws or regulations.
- e) Notwithstanding Clause 2.9 (f), nothing in this agreement shall hold Riela liable for any amount greater than one month of Recurring Fees.
- f) However, nothing in this Agreement limits or excludes the liability of either party to the other in respect of:
- i. death or injury to persons caused by its negligence: or
 - ii. any other liability which cannot by law be limited or excluded.

2.19 DISPUTE RESOLUTION

- a) Any dispute between the parties arising out of or relating to this Agreement will be resolved as provided in this Clause.
- b) Informal Dispute Resolution: The parties will use their reasonable endeavours to resolve any dispute under this Agreement informally as provided for in this Clause. In the event that the Parties are unable to resolve a dispute:
 - i. upon the written request of a party, each party will appoint a senior designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavouring to resolve such dispute;
 - ii. the designated representatives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue that the Parties believe to be appropriate and germane in connection with its resolution and in any case shall use their reasonable endeavours to resolve the dispute within ninety (90) days of the date of the first notice under this Clause 2.10. The representatives will discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding; and
 - iii. the specific form for the discussions will be left to the discretion of the designated representatives.
- c) Court Proceedings
 - i. In the event that the Parties are unable to resolve a dispute by the application of the informal dispute resolution procedures set out above, either party may elect to seek recourse through the Manx courts which shall have exclusive jurisdiction in respect of any such disputes.
 - ii. Nothing will prevent a party from at any time commencing court proceedings relating to any dispute arising from this Agreement having notified the other party in writing of its intention to withdraw from the dispute resolution process set out herein.
 - iii. Nothing in this Agreement shall prevent either party from seeking equitable relief, including injunctive relief.

2.20 THIRD PARTY RIGHTS

Nothing in this Agreement shall be deemed to grant any rights or benefits to any person other than the Parties, their respective successors in title or assignees, or entitle any third party to enforce any provision hereof and the Parties do not otherwise intend that any term of the Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 2001.

2.21 NO PARTNERSHIP

Nothing in this Agreement, and no action taken under this Agreement, shall create a partnership or establish a relationship of principal and agent between any of the Parties or otherwise authorise any party to bind any other party for any purpose.

2.22 NO TRANSFER

This Agreement, and the provision of the services is personal to the Client. The Client will have no right to assign, transfer or novate any part of this Agreement to another party without the prior written consent of Riela.

2.23 GENERAL CONDITIONS

- a) Any communication in connection with this Agreement must be in writing and unless otherwise stated, may be given in person, by fax, or by email, or post at the address stated herein for the party set out above or such other address as may be notified by the party in accordance with this provision.
- b) Except as provided herein, any communication in connection with this Agreement will be deemed to be given as follows:
 - i. if delivered in person at the time of delivery; and
 - ii. if posted three days after being deposited in the post, postage prepaid, in a correctly addressed envelope.
- c) Client cannot sub-licence, assign or resell any of the services provided under this Agreement, without the prior written consent of Riela.
- d) Riela may assign its rights under this Agreement to an Affiliated Company.
- e) The Schedules hereto form an integral part of this Agreement.
- f) Any Service Order hereto forms an integral part of this Agreement.
- g) This Agreement is governed by and shall be construed in accordance with Isle of Man law and, subject to paragraph h) below, Parties agree to submit to exclusive jurisdiction of Courts of the Isle of Man.
- h) Client irrevocably waives any objection that it has now, or may hereafter have, to the courts of the Isle of Man being nominated as the forum to hear and to determine any suit, action or proceeding, and to settle any dispute that may arise out of or in connection with, this Agreement and agrees not to claim that any such court is not a convenient or appropriate forum.
- i) Notwithstanding the foregoing, Riela may take proceedings against Client in any other competent jurisdiction to execute and enforce against Client a judgment issued by the courts of the Isle of Man.
- j) If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.
- k) All references to monetary amounts in this Agreement, the Schedules hereto, the Riela Website, the 2Sign Website, and any other documents submitted by Riela to Client, are denominated in Pounds Sterling currency unless otherwise specifically provided.
- l) This Agreement may be executed in counterparts and it shall not be necessary that each counterpart be signed by each party hereto so long as each party shall have duly executed and delivered a counterpart.
- m) This Agreement may be executed by confirmation of acceptance of a Service Order signed by the Client, without need for either party to sign this Agreement.

IN WITNESS WHEREOF Riela and the Client have executed this Agreement as of the day and the year first above written.

Signatures:

.....

for the Client

.....

for Riela

Date:.....

.....

END OF SERVICE AGREEMENT TERMS

3. SCHEDULE A: MONITORING AND SECURITY SERVICES

Further Monitoring and Security Services can be added whilst the Agreement is in force by written or emailed agreement, or by execution of a Service Order with reference to this Agreement.

3.1 NETWORK OPERATIONS CENTRE

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

3.2 SECURITY OPERATIONS CENTRE

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

4. SCHEDULE B: INFRASTRUCTURE SERVICES

Further Infrastructure Services can be added whilst the Agreement is in force by written or emailed agreement, or by execution of a Service Order with reference to this Agreement.

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

5. SCHEDULE C: RELATED SERVICES

Related Services will include all implementation and ongoing support as defined in Schedule D. Further Related Services can be added whilst the Agreement is in force by written or emailed agreement, or by execution of a Service Order with reference to this Agreement.

5.1 Onboarding

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

5.2 Monitoring and Security managed services

5.2.1 Client owned / controlled assets to be monitored

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

5.2.1 Riela owned and controlled assets

Any network probes or universal forwarders implemented for the collection of data described in Schedule A

5.2.2 Network Operations Centre Managed Service (NOC aaS)

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

5.2.3 Security Operations Centre Managed Service (SOC aaS)

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

5.3 Additional Security Services

Service	Status
Periodic Cyber risk assessments	Not included*
Cyber security training services	Not included*
Monthly external vulnerability scanning	Not included*
Ransomware protection for file system	Not included*
Periodic external penetration testing	Not included*
Periodic internal vulnerability scanning	Not included*
Extensive dark web monitoring	Not included*

*Unless otherwise agreed in writing between the Parties or on a signed Service Order

5.4 Additional IT Services

All software and licensing remain the property of Riela or Riela's software suppliers. Subscriptions and licenses consumed can be variable. Changes to subscription or license consumption will be calculated on a pro-rata basis and invoiced as per the rates defined in Schedule F.

Service	Status
Endpoint Detection & Response license	Not included*
Endpoint Management license	Not included*
SOC Integrated email hosting	Not included*

*Unless otherwise agreed in writing between the Parties or on a signed Service Order

5.5 Maintenance of Infrastructure

If Infrastructure Services are included, the infrastructure will be maintained and kept up to date with all necessary security and application updates. This maintenance will be charged in accordance with the Rates and Fees detailed in Schedule F or on any relevant Service Order.

5.6 Support of End Users

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

6. SCHEDULE D: CONSULTANCY AND SUPPORT SERVICES

Further Consultancy and Support Services can be added whilst the Agreement is in force by written or emailed agreement or Service Order with reference to this Agreement.

6.1 CONSULTANCY

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

Riela will subcontract all and any work it deems necessary to related companies and/or hire suitable to third party contractors. Those related companies and contractors to be assessed and managed by Riela and obligated under the Service Level Agreement in Schedule E.

The consultancy services will be provided pursuant to the Service Level Agreement detailed in Schedule E and the Rates and Fees detailed in Schedule F or on any relevant Service Order.

6.2 SUPPORT

Riela can provide ongoing support services to ensure the smooth operation of the Solution for the Client, this may include, but is not limited to:

- Network issue resolution
- Endpoint issue resolution
- Endpoint support and maintenance
- Hosted environment support
- On premise environment support & maintenance
- Managed backup regime
- General IT support & consultancy

Where support services are included as Related Services they will be provided pursuant to the Service Level Agreement detailed in Schedule E and the Rates and Fees detailed in Schedule F or any Service Order.

Where support services are not included as Related Services they will be provided using reasonable endeavours and charged at Riela's standard rate, unless otherwise specified in Schedule F or any Service Order, or agreed between the Parties in writing.

7. SCHEDULE E: SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement (“SLA”) is to set out the terms upon which Riela will provide and support the Solution, including responding to and resolving Incidents and Service Requests.

7.1 STANDARD BUSINESS HOURS

Riela will provide support levels defined in this Schedule E during Standard Business Hours. Support outside of these hours will be provided on a reasonable endeavours basis.

7.2 SUPPORT SERVICES

7.2.1 Support Desk

All requests for support services should be submitted via Riela’s Support Desk by emailing support@riela-group.com with full details of the issue. The subject line of the email must contain a label for the issue that is easily discernible. The system will automatically reply with a ticket opening email. To ensure all correspondence is captured in the system, all subsequent conversations regarding the issue should be made by replying to the system emails.

7.2.2 Error correction

Where the Client identifies an issue with the Solution, Riela shall work with the Client to understand the issue and identify the root cause. Riela and the Client will provide all assistance reasonably necessary to enable resolution of the issue.

7.2.3 Report creation, modification, and customisation

Riela will upon request use reasonable endeavours to create, or make any necessary changes to, standard reports attached to the Solution, subject to fees listed in section 8.4.

7.2.4 Additional Service or Change Requests

Each request for new service or change must be made by written request giving a full and detailed explanation of the changes and modifications required, along with the target date for delivery. Riela will review each request, confirm understanding of the request with the Client, and supply the Client with a cost and timeline for implementation.

7.3 PATCHING AND UPDATES

Riela will regularly patch and update the Solution. The Client will be notified periodically of these updates where necessary. Any such updates that risk significant disruption to services will be notified in advance and coordinated where necessary between Client and Riela.

7.4 INCIDENT CLASSIFICATION

7.4.1 Classification process

In designing a matrix for prioritisation of calls we take this from the ITIL framework describing the rules for priorities for incidents. This allows us to define a Prioritisation Matrix for dealing with support requests and incidents.

Riela's ITIL approach scores incidents against two matrices, the urgency and impact of the incident. This in turn allows us to consider not only the no of users affected but also metrics such as the status of a user or subset of users into consideration.

7.4.2 Incident Urgency (Categories of Urgency)

Category	Description
High	<ul style="list-style-type: none"> • A significant elevated breach of the environment has or is occurring • Persistent frequent malicious breach attempts • Malicious data egress is underway or has been attempted • The damage caused by the Incident increases rapidly. • Work that cannot be completed by staff is highly time sensitive. • A minor Incident can be prevented from becoming a major Incident by acting immediately. • Several users with VIP status are affected.
Medium	<ul style="list-style-type: none"> • An unelevated breach of a single part of the environment has occurred • A malicious targeted breach attempt or targeted attack vector • The damage caused by the Incident increases considerably over time. • A single user with VIP status is affected.
Low	<ul style="list-style-type: none"> • Opportunistic attack vectors (such as phishing) • The damage caused by the Incident only marginally increases over time. • Work that cannot be completed by staff is not time sensitive.

7.4.3 Incident Impact (Categories of Impact)

Category	Description
High	<ul style="list-style-type: none"> • Significant Client data or sensitive data breach • Significant loss of access to data • Significant loss of availability of Client's Network • Significant increase of security risk to Client's Network • A large number of staff are affected and/or not able to do their job. • A large number of customers are affected and/or acutely disadvantaged in some way. • The financial impact of the Incident is (for example) likely to exceed £100,000. • The damage to the reputation of the business is likely to be high. • Someone has been injured.
Medium	<ul style="list-style-type: none"> • Loss of access to data on a single end user device • Medium increase in security risk to Client's Network • A moderate number of staff are affected and/or not able to do their job properly.

	<ul style="list-style-type: none"> • A moderate number of customers are affected and/or inconvenienced in some way. • The financial impact of the Incident is (for example) likely to exceed £1,000 but will not be more than £100,000. • The damage to the reputation of the business is likely to be moderate.
Low	<ul style="list-style-type: none"> • Minor increase in security risk to Client’s Network • A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort. • A minimal number of customers are affected and/or inconvenienced but not in a significant way. • The financial impact of the Incident is (for example) likely to be less than £1,000. • The damage to the reputation of the business is likely to be minimal.

7.4.4 Priority Classification Matrix

Once we have determined what impact and urgency an incident has, we can then use a matrix to classify the priority of the call.

		Impact		
		H	M	L
Urgency	H	P1	P2	P3
	M	P2	P3	P4
	L	P3	P4	P5

7.5 RESPONSE TIMES

The response time measures how long it takes for Riela to respond to an Incident or support request.

Riela is deemed to have responded when it has replied to the client’s initial request (other than the initial auto-response), or identified the Incident. This maybe in the form of immediate remedial action, an email or telephone call, to either provide a solution or request further information.

Response times depend on the severity of the issue which are shown in the table below:

Priority levels and maximum response times				
P1	P2	P3	P4	P5
60 mins	120 mins	360 mins	1 day	2 days

Automatically detected P1 and P2 events will result in emergency alerts with out of hours call out. Otherwise times are measured during working hours. For instance, if an issue is reported at 5:00pm with a response time of 120 mins, Riela has until 10:00am the following day to respond.

7.6 PRIORITY LEVELS

The severity levels shown in the table above are defined by Riela’s published Priority Classification Guidelines

7.7 RESOLUTIONS

7.7.1 Security Incident - Mean Time To Contain (MTTC)

During a P1 or P2 security related Incident Riela will use best endeavours to keep the MTTC as short as possible.

7.7.2 Resolution time

Riela will use reasonable endeavours to resolve problems as swiftly as possible, and will aim to, where the resolution or workaround is within Riela’s control, either provide a workaround or resolve the issue within the following timescales:

Priority levels and maximum resolution times				
P1	P2	P3	P4	P5
180 mins	360 mins	2 days	7 days	21 days

Where the resolution or workaround is not fully within Riela’s control, Riela shall use reasonable endeavours to bring it under our full control and work with relevant 3rd Parties to achieve the same.

7.7.3 Resolution process

On receipt of a P1 or P2 error report, Riela will assign one engineer, who will contact the Client and request access to the system in order to assess the error and will report to the Client what has caused the error and the actions required to allow the error to be resolved and/or worked around.

For P1 or P2 incidents, 30 minutes after the system has been made available, if the error has not been identified by the single engineer, the call will be escalated internally and Riela’s senior support staff will be made available to co-ordinate the situation, this will include regular updates by telephone or email explaining the actions that are being carried out to not only identify the error, but to give an estimate on the solution and time scale involved.

7.8 SUPPLIER RESPONSIBILITIES

- k) Riela will provide and maintain the Solution used by the Client
- l) Riela will use all reasonable endeavours to keep the Solution available to the Client with minimal interruption to the Client’s key business activity.
- m) Riela will respond to support requests within timescales listed in herein.
- n) Riela will take steps to escalate and resolve issues as described herein.
- o) Riela will maintain good communications with the Client at all times.

- p) Riela will hold technology steering meetings from time to time, with the Client, to discuss possible and planned evolution of the Solution.
- q) Riela will install new versions, patches, or upgrades to the Solution. Riela may ask the client to approve these on the system. Any changes will be noted, and if added to the system, recorded in Riela's change management system.
- r) Riela will make every effort to keep the Solution current and up to date in terms of the operating systems and Related Service application versions.
- s) Riela will take responsibility for third party vendor relationships during problem diagnostic situations.
- t) Riela is responsible for the distribution of all installed patched supported software components.

7.9 CLIENT RESPONSIBILITIES

- k) Riela requires the Client to use the versions of third party products that are embedded in the Solution and that upgrades, patches, and new releases of such third party products are only implemented by Riela. Riela is not responsible for program malfunctions that result from the Client upgrading to new versions or releases of any products without the direction of Riela.
- l) In requesting addition of a new service to the Solution or a substantial change to existing Solution, the Client must request a meeting between Riela senior engineering staff or management and appropriately knowledgeable Client staff members, to properly and completely capture the Client requirements for the service or change. Such requirements should be documented in advance by the Client, and will be updated by Riela on completion of the requirements capture. The documentation to be approved by both Parties and recorded in the Support Desk system.
- m) The Client agrees to maintain a good understanding of their Solution and attend any appropriate Riela meetings and training sessions.
- n) The Client agrees to maintain adequate internal support resources to provide proper and complete responses to assist Riela in supporting the Related Services.
- o) The Client agrees to a weekly maintenance window of one hour during which the Infrastructure may not be available due to essential infrastructure maintenance. The exact timing of this window to be agreed on a case by case basis between the Parties to this Agreement.
- p) The Client will not use third party tools or products to change or update data in the Solution database without the written approval of Riela. Riela will not be responsible for any resulting data corruption. Riela may provide data rectification services pursuant to Rates and Fees detailed in Schedule F.
- q) In the case of P1 and P2 issues, the Client must provide a contact person and their contact details who will be available during business hours to assist with on-site information gathering and resolution testing. Failure to provide this contact person may hamper the resolution of issues and in some cases may mean that the priority of your issues are downgraded for the purposes of Resolution Times.

- r) In the event that Riela support personnel are unable to connect to the Client's Solution due to Client connectivity or other Client attributable issue the support clock will be stopped until the preventing issue has been removed.
- s) Client will have, and keep up to date, a cyber security policy or policies.
- t) Client will ensure that adequate staff cyber security training is provided.

END OF SCHEDULE E

8. SCHEDULE F: RATES AND FEES

Where Rates and Fees are agreed on a related Service Order, those Rates and Fees take precedence over, but inherit the terms within, this Schedule.

Riela reserves the right to increase fees where underlying costs have materially changed or in line with common UK price indices.

8.1 MONITORING AND SECURITY MANAGED SERVICES

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

Service	Delivery	Chargeable	Qty	Price
NOC	Site tenancy	Per site per year		
NOC	Asset tenancy	Per asset per year		
SOC aaS	Site tenancy & SLA	Per site per year		
SOC aaS	Asset tenancy	Per asset per year		
Total				

*Changes to in-scope assets during the term will be charged or reduced on a per asset basis

8.2 INFRASTRUCTURE SERVICES

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

8.3 RELATED SERVICES

8.3.1 Onboarding

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

8.3.2 Additional Security Services, where included, will be charged as follows:

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

8.3.3 Additional IT Services, where included, will be charged as follows:

None included unless by written agreement between the Parties or Service Order with reference to this Agreement.

8.4 CONSULTANCY AND SUPPORT SERVICES

The minimum chargeable time unit for response is 15 minutes pro-rata with the day rate. All travel and reasonable expenses will be recharged to the Client at cost. All costs are exclusive of VAT which will be charged at the applicable rate. All consultancy and support time, other than described as part of the Related Services, will be charged according to the following:

All Consultancy and Support during office hours	£120	per hour
All Consultancy and Support outside of office hours	£150	per hour
Incident Response services	£1,500	per day

END OF SERVICE AGREEMENT SCHEDULES