

## **SCHEDULE A: SERVICE DEFINITION FOR DIAGNOSTICS SERVICE**

### **1. Diagnostics Service Description**

Vysiion's Diagnostics Service provides the Customer with one (1) Man-Day on site Cyber Security Consultant (CSC) resource. The CSC will conduct a high-level security risk assessment of different areas of the Customer's business, including but not limited to, HR, IT and Finance for perceived security weaknesses. Within two (2) weeks of the completion of the assessment, the Customer will be provided with a high-level report containing information about the Customer's security infrastructure, with the perceived risks rated against an industry-standard severity scale.

### **2. Target Service Commencement Dates**

No Target Service Commencement Date applies. The Parties shall agree in writing, following Order acceptance, a mutually-agreeable date for the Diagnostics Service on-site visit to be held; which shall in any event occur within three (3) months of the date of Order acceptance.

### **3. Additional Terms**

The following terms and conditions apply to the provision of the Diagnostics Services by Vysiion in addition to Vysiion's General Terms.

#### **3.1. DEFINITIONS**

3.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

**"Deliverables"** Any deliverable materials (including reports) to be produced by Vysiion and provided the Customer as part of the Service, as detailed in this Service Definition.

#### **3.2 ADDITIONAL VYSIION OBLIGATIONS**

3.2.1 Vysiion shall provide the Service in a workmanlike manner and shall conform to the generally-accepted standards of the cyber security industry. The Customer must notify Vysiion of any failure to so perform within five (5) days after the completion of the Service. Vysiion's entire liability and the Customer's sole remedy for Vysiion's failure to so perform shall be for Vysiion to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

3.2.2 Without limiting the generality or applicability of the foregoing, Vysiion does not represent, warrant, or covenant that the Service performed under the Contract will: (a) detect or identify all security or network threats to, or vulnerabilities of the Customer's networks or other facilities, assets or operations; (b) prevent intrusions into or any damage to the Customer's networks or other facilities, assets or operations; or (c) meet or help the Customer meet any industry standard or any other requirements.

#### **3.3 ADDITIONAL CUSTOMER OBLIGATIONS**

3.3.1 The Customer shall provide Vysiion with such office, access and information technology facilities as are reasonably required by Vysiion to perform the Service.

#### **3.4 INTELLECTUAL PROPERTY**

3.4.1 All Intellectual Property Rights in the Contract (including this Service Document) shall at all times remain the property of Vysiion.

3.4.2 The Deliverables shall on the date on which the same are created, vest in the Customer and Vysiion assigns to the Customer with full title guarantee free from all charges, liens, licences and other encumbrances the Deliverables. Vysiion agrees to execute any reasonable documents and carry out any activities that are required to perfect the vesting of the Deliverables to the Customer.

3.4.3 The Customer hereby grants to Vysiion a free-of-charge, non-exclusive licence for the duration of the Contract to use the Deliverables solely for the purpose of performing its obligations under the Contract or as requested by the Customer from time to time.

3.4.4 The Deliverables are intended for the Customer's own internal use only and not for any use by third parties nor for use in any legal proceedings, and Vysiion disclaims any liability that may arise out of any third party's review and/or use of such Deliverables.

#### **3.5 TERM AND TERMINATION**

3.5.1 To the extent that the Contract only involves the provision of the Diagnostics Service, it shall automatically expire, without further notice, upon completion of the Service.

3.5.2 Clause 3.2 (Additional Vysiion Obligations), Clause 3.4 (Intellectual Property) and Clause 3.5 (Term and Termination) shall survive termination and continue in full force and effect.

### **3.6 COMPLAINTS PROCEDURE**

- 3.6.1 Details of Vysiion's complaints process and policy are available upon request from [customerservices@vysiion.co.uk](mailto:customerservices@vysiion.co.uk).