



aztech

Terms & Conditions

Compliance as a Service (CaaS)
Public

COMPLIANCE AS A SERVICE (CAAS) SERVICE AGREEMENT

BETWEEN **Aztech IT Solutions Ltd** at Libra House, Sunrise Parkway, Linford Wood Business Park, Milton Keynes MK14 6PH (“Supplier”)

AND The “Customer” as stated here or in the service order form (“Customer”)

Background

- A. The Supplier provides compliance services and related additional services.
- B. The Supplier and the Customer have agreed that the Supplier will provide Compliance as a Service (CAAS) to the Customer, in accordance with the terms and conditions of this agreement.

Executed as an agreement

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The signed, or electronically signed service order form (also referred to as the final quote) shall execute this agreement.

This Schedule contains terms and conditions applicable to the services associated with the service order form, the approved quote, and the general terms and conditions of Aztech IT.

1 Definitions

- (a) **CAAS:** Compliance as a Service provided by Aztech IT Solutions.
- (b) **Control Map:** A compliance management software platform used by Aztech.
- (c) **vCIO:** Virtual Chief Information Officer, a consultancy support service provided by Aztech.
- (d) **Service Hours: Business** hours unless otherwise stated in the service order form or associated Statement of Work (SoW).
- (e) **Frameworks:** Cybersecurity standards including Cyber Essentials (CE) Plus, ISO 27001, NIST, and CIS.

2 Service Description

The Supplier will provide Compliance as a Service (CAAS) focused on cybersecurity frameworks including Cyber Essentials (CE) Plus, ISO 27001, NIST, and CIS. The service includes the use of the Control Map software platform, consultancy support, and vCIO services to guide the client in preparation for an external compliance audit

3 In-Scope Services:

- 3.1 **Control Map software platform, consultancy support,** and vCIO services to guide the client in preparation for an external compliance audit.
- 3.2 **Control Map Platform:** Provision and management of the Control Map compliance platform.
- 3.3 **Consultancy and Support:** Unless stated in the service order form One day per month of dedicated consultancy time for support, guidance, and remedial tasks, plus ongoing email support for general questions.
- 3.4 **Audit Preparation:** Support in preparing for the compliance audit, including documentation review, mock audits, and checklists.

- 3.5 **Technical Assistance:** For Aztech clients, technical teams will assist with necessary changes to achieve compliance.
- 4 **Out of Scope Services**
 - 4.1 Excludes performing the actual compliance audit and providing the accreditation
 - 4.2 Additional consultancy time beyond the included one day per month unless specified.
 - 4.3 Technical support for non-Aztech clients unless specifically included in the approved quote.

5 **Service Hours**

Services will be provided during standard business hours unless otherwise stated in the service order form or associated Statement of Work (SoW).

6 **Suppliers Obligations**

- 6.1 The Supplier is responsible for providing the CAAS in a professional and efficient manner. This includes:
- 6.2 **Access to Control Map:**
 - (a) The Supplier will provide the Client with access to the Control Map platform, ensuring that it is configured to meet the specific compliance requirements of the chosen frameworks.
 - (b) The Supplier will maintain and update the Control Map platform as necessary to ensure its functionality and relevance to the compliance frameworks.
- 6.3 **Consultancy and Support Services:**
 - (a) Unless stated in the service order form the Supplier will allocate one day per month for dedicated consultancy support to assist the Client with compliance-related tasks. This includes, but is not limited to, providing advice, conducting assessments, and helping with remedial actions.
 - (b) The Supplier will provide email support for general compliance questions, ensuring timely and accurate responses to Client inquiries.
- 6.4 **Audit Preparation**
 - (a) The Supplier will support the Client in preparing for external compliance audits. This involves reviewing documentation, conducting mock audits, and providing comprehensive checklists to ensure that all necessary controls are in place.
 - (b) The Supplier will work closely with the Client to identify and address any gaps in compliance, offering guidance on best practices and necessary improvements.

6.5 Technical Assistance

For Clients who are also using other Aztech support services, the Supplier will provide technical support to implement any necessary changes to achieve compliance. This includes system configuration, software updates, and the implementation of additional security measures.

7 Clients Obligations

The Client is responsible for cooperating with the Supplier to facilitate the provision of CAAS. This includes:

7.1 Providing Information

- (a) The Client must provide accurate and timely information about their IT environment, including details about systems, processes, and current compliance status. This information is crucial for the Supplier to deliver effective compliance support.

7.2 Notification of Changes

- (a) The Client must notify the Supplier of any new systems or changes to existing systems that might affect compliance. This includes hardware and software additions, network changes, and any other modifications that could impact the compliance status.

7.3 Cooperation and Accessibility:

- (a) The Client must cooperate with the Supplier's consultancy and technical teams, providing access to necessary systems and personnel. This cooperation is essential for the Supplier to conduct assessments, implement changes, and prepare for audits.

8 Setup Services

- (a) **Initial Setup:** The Supplier will handle the initial setup of the Control Map platform, ensuring it is tailored to the Client's specific compliance requirements. This setup includes configuring the platform, integrating it with the Client's systems, and providing necessary training to Client personnel.
- (b) **Assessment and Planning** As part of the setup services, the Supplier will conduct an initial compliance assessment to identify any gaps and develop a detailed action plan. This plan will outline the steps required to achieve compliance, including timelines and responsibilities.

9 Data Protection

Both parties shall comply with the applicable data protection laws and regulations in the United Kingdom, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Specific obligations include:

9.1 **Supplier's Responsibilities:**

- (a) The Supplier shall ensure that any personal data processed on behalf of the Client is handled securely and in accordance with the Client's instructions.
- (b) The Supplier shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

9.2 **Client's Responsibilities:**

- (a) The Client shall ensure that any personal data provided to the Supplier is accurate, relevant, and necessary for the provision of CAAS.
- (b) The Client shall inform the Supplier of any changes to personal data that might affect the provision of services or compliance with data protection laws.

10 **Non-Solicitation of Employees:**

10.1 During the term of this agreement and for a period of 12 months thereafter, neither party shall solicit or employ any personnel of the other party who have been involved in the performance or receipt of the services without the prior written consent of the other party. This clause ensures that both parties can maintain the stability of their workforce and protect their investment in employee training and development.

11 **Term and Termination:**

11.1 **Initial Term**

- (a) The term of this agreement commences as per the approved quote and continues for 12 months unless otherwise stated in the service order form.

11.2 **Renewal Term**

- (a) The agreement will automatically renew for another 12-month term unless the Client provides 60 days' notice in writing to cancellations@aztechit.co.uk. This ensures continuity of service unless the Client decides to terminate the agreement.

12 **Notice of Termination**

12.1 To terminate this Schedule at the end of the initial term or any renewal term, the Client must provide the Supplier with at least 60 days' written notice prior to the renewal date. If the Supplier does not receive a cancellation notice at least 60 days before the renewal date, the agreement will automatically renew for another 12-month term.

13 **Limitation of Liability:**

13.1 The Supplier does not guarantee a successful audit pass for any of the compliance frameworks. While the Supplier will provide all necessary support and guidance, the final audit outcome is not guaranteed. This clause acknowledges the inherent uncertainties in the audit process and limits the Supplier's liability for the final result.

14 **Confidentiality and Governing Law:**

Confidentiality:

- (a) Both parties shall adhere to strict confidentiality obligations, ensuring that any proprietary or sensitive information exchanged during the course of this agreement is protected against unauthorized disclosure.

Governing Law:

- (b) This agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

15 **Billing**

15.1 Invoices are issued monthly in advance with a 30-day net payment term from the invoice date.

15.2 Any additional services beyond the agreed scope will be charged at £125.00 per hour unless otherwise agreed.

15.3 The Supplier may increase prices with six weeks' written notice to the Client, limiting increases to once per 12 months and not exceeding 5%.