

Master Services Agreement

Effective revision: 22 October 2026. Business correspondence address above; confirm registered office against Companies House before publication.

1. Parties and formation

This Master Services Agreement is between Be Tech Secure Ltd (company number 14972630) and the business customer identified in an accepted order form. It governs services purchased under signed or otherwise expressly accepted orders. No minimum purchase commitment arises unless specified in an order.

2. Services and scope

Services may include managed IT support, cybersecurity monitoring and response, security consultancy, cloud services, telecoms, software licensing and implementation. Each order must specify deliverables, service hours, locations, users, exclusions, fees, start date, initial term, renewal term and applicable service levels. Activities outside scope require a change order.

3. Order of precedence

For conflicting provisions, precedence is: (a) a signed data processing agreement for personal-data processing matters; (b) the applicable order for expressly stated service and commercial details; (c) an applicable service-level or security schedule; (d) this MSA; (e) the Business Terms; and (f) vendor terms, which independently govern use of the vendor product and do not displace our express service obligations.

4. Service standard and dependencies

We will perform our services with reasonable skill and care, using suitably qualified personnel. Service levels, response targets, maintenance windows, backups, recovery objectives and incident escalation arrangements apply only if expressly agreed. The customer shall provide timely access, cooperation, authorised instructions, necessary licences and a current inventory of relevant systems.

5. Security responsibilities

We will implement reasonable controls appropriate to the contracted service and notify the customer of material security incidents affecting services in accordance with the relevant schedule. The customer retains responsibility for governance, user access approvals, lawful processing, backup strategy and risk acceptance except where specifically delegated. No service guarantees detection or prevention of all threats.

6. Vendor services and licensing

Third-party products are subject to their vendors' licences and service terms, which must be supplied or identified before commitment where practicable. We are responsible for our own agreed configuration, support and managed-service work; the vendor is responsible for its product obligations under its terms. Material vendor changes will be communicated when known and relevant.

7. Charges and payment

The order sets recurring and one-off charges, usage allowances and any minimum commitments. Prices exclude VAT. Invoices are payable within 14 days unless the order states otherwise. A genuinely disputed invoice should be raised promptly; undisputed sums remain due. Late payment and suspension are governed by the Business Terms, subject to proportionate notice and urgent security exceptions.

8. Term and renewal

Each order states its initial and renewal terms. Unless stated otherwise, the initial term is 12 months and automatically renews for successive 12-month periods unless either party gives at least 60 days' written notice before expiry. A material price change for renewal will be notified at least 60 days in advance. Termination of one order does not automatically terminate other orders.

9. Data protection

The parties shall comply with UK GDPR, the Data Protection Act 2018 and other applicable law. For any processing by us on the customer's behalf, the parties shall execute an Article 28-compliant data processing agreement before processing begins. That agreement will address instructions, subprocessors, international transfers, technical and organisational measures, assistance with rights and breaches, audit rights, and return or deletion.

10. Confidentiality and intellectual property

Each party will protect the other's confidential information using reasonable care and disclose it only to personnel and advisers who need it or as required by law. Pre-existing intellectual property remains with its owner. The customer receives a licence to use paid-for deliverables internally, subject to third-party rights and the order.

11. Warranties and remedies

We warrant reasonable skill and care in performing our own services. On timely written notification of a material service failure, we will use reasonable efforts to reperform the affected service or provide another agreed remedy. Vendor warranties remain subject to vendor terms. Statutory terms are excluded only to the extent lawfully permitted in a business contract.

12. Liability allocation

Neither party excludes liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or liability that cannot lawfully be excluded. Subject to applicable law and reasonableness, each party's aggregate liability under an affected order in any contract year is capped at fees paid or payable for that order in the preceding 12 months. Neither party is liable for indirect or consequential losses. The parties should expressly negotiate any higher caps for confidentiality, data protection, cybersecurity incidents or indemnities before signature.

13. Suspension and termination

Either party may terminate an affected order for material breach not remedied within 30 days after written notice, or for specified insolvency events. We may suspend affected services on reasonable notice for material non-payment or immediately where needed to address a serious security or legal risk. On expiry or termination, accrued sums and expressly agreed non-cancellable vendor commitments remain payable.

14. Exit and data return

At the customer's request we will provide reasonable transition assistance at agreed rates, return customer-controlled data in a reasonably available format and delete remaining copies subject to legal retention, technical limitations and the data processing agreement. Exit responsibilities, timescales and fees should be specified in an exit schedule for critical services.

15. General provisions

Neither party is liable for delays caused by events beyond reasonable control, provided it mitigates effects and promptly informs the other. Neither party may assign the agreement without consent, not to be unreasonably withheld, except to a suitable successor on notice. Variations must be documented; failure to enforce a right is not a waiver. If a clause is unenforceable, the rest continues.

16. Notices, governing law and signatures

Formal notices shall be sent to addresses stated in the order, with a copy to info@betechsecure.co.uk.

English law governs this agreement and the courts of England and Wales have exclusive jurisdiction.

Signatures may be electronic. Provider contact: Be Tech Secure Ltd | Company No. 14972630 | 2nd Floor, Export House, 5 Henry Plaza, Victoria Way, Woking GU21 6QX | 01483 668400 | info@betechsecure.co.uk | www.betechsecure.co.uk

Execution

Provider: Be Tech Secure Ltd. Authorised signatory: _____ Date: _____. Customer legal name: _____ Company number: _____ Authorised signatory: _____ Date: _____.