

Master Services Agreement (MSA)

Last updated: 01.01.2025

This Master Services Agreement (“Agreement”) is entered into between:

Be Tech Secure Ltd (“Reseller”, “we”, “our”, “us”)
Office 7755, 182-184 High Street North, London, E2 6JA
Registered in England and Wales [Company Number]

and

The Customer (“you”, “your”), whose details are set out in the applicable Services Order Form.

1. Scope of Agreement

- 1.1 Be Tech Secure Ltd acts **solely as a reseller** of third-party products and services (“Vendor Products”).
- 1.2 Vendor Products are **developed, maintained, and supported by their respective vendors** (e.g., ESET, Sophos, Inky, ActivTrak, Teramind, Cyabra, and others).
- 1.3 By purchasing or using Vendor Products, the Customer agrees to comply with the **vendor’s end-user licence agreement (EULA)** and any applicable terms of service.
- 1.4 Our role is limited to reselling licences, facilitating access, and (where specified in the Services Order Form) providing billing and account management.
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2. Orders and Precedence

- 2.1 Each Services Order Form constitutes a separate contract under this Agreement.
- 2.2 In the event of a conflict, the following order of precedence shall apply:
- The Services Order Form;
 - This Agreement;
 - The relevant vendor’s terms and conditions.
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3. Fees and Payment

- 3.1 All fees are payable as set out in the Services Order Form.
- 3.2 All prices are exclusive of VAT.
- 3.3 Payment terms are **[30 days net]** from invoice date unless otherwise agreed.
- 3.4 Late payments may result in suspension of access to Vendor Products.
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4. Delivery

- 4.1 Delivery of Vendor Products is deemed complete when licences, activation keys, or credentials are issued.
- 4.2 Be Tech Secure Ltd is not responsible for installation, integration, configuration, or performance of Vendor Products unless expressly stated in the Services Order Form.
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5. Data Protection

5.1 Both parties shall comply with **UK GDPR** and the **Data Protection Act 2018**.

5.2 Where Vendor Products process personal data, the vendor acts as the **data processor** (or in some cases, data controller).

5.3 Be Tech Secure Ltd does not control how vendors process data and accepts no responsibility for vendor compliance.

6. Warranties and Disclaimers

6.1 Be Tech Secure Ltd provides **no warranties** regarding the functionality, availability, or performance of Vendor Products.

6.2 All warranties, service levels, and maintenance obligations are provided exclusively by the vendor under their own terms.

6.3 To the fullest extent permitted by law, Be Tech Secure Ltd disclaims all other warranties, express or implied, including fitness for purpose or uninterrupted service.

7. Support

7.1 Any support, maintenance, patches, or updates for Vendor Products are provided by the vendor.

7.2 Where Be Tech Secure Ltd provides assistance, it is on a **reasonable endeavours basis only** and does not replace vendor obligations.

8. Limitation of Liability

8.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or other liability that cannot be excluded under UK law.

8.2 To the fullest extent permitted by law:

- Be Tech Secure Ltd shall not be liable for indirect, incidental, or consequential losses, including lost profits, revenue, data, or goodwill.
- Be Tech Secure Ltd's total aggregate liability under this Agreement shall not exceed the total fees paid by the Customer to Be Tech Secure Ltd in the **12 months prior to the claim**.

8.3 The Customer acknowledges that **primary responsibility** for performance, service quality, uptime, and security lies with the **vendor**, not Be Tech Secure Ltd.

9. Term and Termination

9.1 Unless otherwise stated, subscriptions are for a minimum of **twelve (12) months** and automatically renew unless cancelled with at least **30 days' written notice** prior to expiry.

9.2 Either party may terminate with immediate effect if the other:

- Commits a material breach not remedied within 30 days;

- Becomes insolvent.

9.3 Upon termination:

- Access to Vendor Products will cease;
 - All outstanding invoices must be paid immediately;
 - The Customer remains bound by the vendor's licensing terms.
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10. Force Majeure

Be Tech Secure Ltd is not liable for delays, failures, or non-performance caused by events outside its control, including vendor outages, cyberattacks, power failures, or regulatory changes.

11. Governing Law

This Agreement is governed by the laws of **England and Wales** and subject to the exclusive jurisdiction of its courts.

12. Entire Agreement

This Agreement, together with the Services Order Form(s) and the vendor's terms, constitutes the entire agreement between the parties and supersedes all prior discussions.

Execution

By signing a Services Order Form, the Customer confirms that they:

- Have read and accepted this Agreement;
- Acknowledge that Be Tech Secure Ltd is acting as a **reseller only**;
- Agree that product warranties, performance, and support obligations are the sole responsibility of the **vendor**.