

TERMS AND CONDITIONS FOR ENABLE ASSESSMENT

1. Definitions

- "Assessment" means the Cisco-funded security assessment to be conducted by Enable for the Customer.
- "Customer" means the person, firm or company receiving the Assessment from Enable.
- "Enable" means Enable Network Services Limited, a company registered in England and Wales under company number 8850297 and whose registered office is at Suite 104, 128 Aldersgate Street, Barbican, London.
- "Cisco" means Cisco Systems, Inc., the funder of the Assessment.
- "Confidential Information" means all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
- "Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.
- "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- "Services" means the security assessment services to be provided by Enable to the Customer as part of the Assessment.

2. Scope of Assessment

- The assessment is an interview-only process and does not require access to the customer's IT infrastructure.
- No penetration testing, log analysis, or physical connectivity activities will be conducted.

3. Confidentiality

- All information shared during the assessment is subject to the mutual non-disclosure agreement between Enable and the customer.
- The customer agrees that assessment findings may be shared with Cisco, who is funding the assessment.

4. Data Protection

- Enable will process any personal data in accordance with applicable Data Protection Legislation.

- The customer warrants that it has all necessary rights and consents to share any personal data with Enable for the purposes of the assessment.
- 5. Intellectual Property**
 - All intellectual property rights in the assessment methodology and report remain with Enable or Cisco, as applicable.
 - The customer is granted a non-exclusive, non-transferable license to use the assessment report for internal purposes only.
- 6. Liability**
 - The assessment is provided "as is" without any warranty of any kind, either express or implied.
 - Enable's total liability related to the assessment shall not exceed the fees paid for the assessment (if any).
 - Neither party shall be liable for any indirect, incidental, or consequential damages.
- 7. Modification or Cancellation**
 - Enable reserves the right to modify or cancel the assessment at its discretion without notice.
 - The customer may request to cancel the assessment, subject to Enable's approval.
 - In the event of cancellation by either party, any confidentiality obligations shall remain in effect.
- 8. Assessment Approval Process**
 - All Customer Assessment Activities are subject to approval.
 - 1. When Enable submits a funding request for a Customer Assessment, it remains a nomination until the assessment is in "Approved" status.
 - Only upon reaching "Approved" status does the assessment become an approved and actionable Customer Assessment.
 - The customer acknowledges that proceeding with the assessment is contingent upon this approval process.
- 9. No Obligation to Purchase**
 - The customer is under no obligation to purchase any products or services as a result of this assessment.
- 10. Co-operation**
 - The customer agrees to cooperate fully with Enable during the assessment process.
 - This includes providing necessary information, personnel, and timely responses to Enable's queries.
- 11. Force Majeure**
 - Neither party shall be liable for any delay or failure to perform due to events outside their reasonable control, including but not limited to natural disasters, acts of government, or widespread illness.
 - The affected party shall notify the other party as soon as reasonably possible.
- 12. Assignment**
 - The customer may not assign, transfer, or subcontract any of its rights or obligations under these terms without Enable's prior written consent.
 - Enable may assign its rights to any of its affiliates or in connection with a merger, acquisition, or sale of assets.
- 13. Feedback**
 - Any feedback provided by the customer regarding the assessment process may be used by Enable to improve its services, without any obligation to the customer.
- 14. Amendments**
 - These terms may only be amended in writing, signed by both parties.

15. Severability

- If any provision of these terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

16. Non-solicitation

- The customer agrees not to solicit or employ any Enable employee involved in the assessment for a period of 12 months following the completion of the assessment, without Enable's prior written consent.

17. Termination Consequences

- In the event of early termination, all confidential information shall be returned or destroyed, and any partial results or reports shall remain the property of Enable.

18. Dispute Resolution

- The parties agree to attempt to resolve any dispute through good-faith negotiations.
- If unsuccessful, any dispute shall be subject to mediation before resorting to litigation.

19. Notices

- All notices must be in writing and sent to the addresses specified by the parties.
- Notices will be effective upon receipt and must be delivered in person, by commercial courier, or by certified mail.

20. Governing Law and Jurisdiction

- These terms shall be governed by and construed in accordance with the laws of England and Wales.
- Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

21. Entire Agreement

- These terms, along with the mutual NDA and any written assessment agreement, constitute the entire agreement between the parties with respect to the assessment.

By proceeding with the assessment, the customer acknowledges and agrees to these terms and conditions.

