## Cyber Exposure Diagnostics Service

Vodafone Business Customers



#### THE PARTIES AGREE:

#### 1. Structure of contractual relationship

- 1.1 This Professional Services Agreement (this "Agreement") incorporates the following terms and conditions:
- 1.1.1. The agreed statement of work (the "SOW");
- 1.1.2. The Professional Services General Terms, which can be found at <a href="https://www.vodafone.co.uk/terms">www.vodafone.co.uk/terms</a>, govern the relationship of the Parties in relation to any Service provided by Vodafone to the Customer under the SOW; and
- 1.1.3. The Vodafone Business Marketplace Service Specific Terms (the "VBM Service Terms"), which can be found at www.vodafone.co.uk/cloudservices/.
- 1.2 **Precedence:** In the event of any conflict between the provisions of (a) the SOW; (b) the VBM Service Terms; and (c) the Professional Services General Terms, this decreasing order of precedence shall apply.

#### 2. Vodafone Business Marketplace (the "Marketplace")

- 2.1 The Service is made available to purchase through the Marketplace.
- 2.2 The Marketplace Service Specific Terms apply to the extent of the Customer's use of the Marketplace website.
- 2.3 The Customer accepts that certain features and functionality detailed in the Marketplace Service Terms may be limited or not apply to the Service, including but not limited to the applicability of Charges and Subscription periods.

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#### STATEMENT OF WORK

STATEMENT OF WORK (**"SOW"**): Vodafone Managed Security Services: Cyber Exposure Diagnostics Service (the **"Service"**)

#### 1. Project and Services – Cyber Exposure Diagnostics Service (the "Service")

#### Service Summary

The Service has been designed to help the Customer understand its readiness for a Cyber-Attack.

The Service aims to determine if there is evidence of cyber risks, operational vulnerabilities, cyber hygiene issues, known indicators of compromise, configuration and asset variations, and potential anomalous events present on the Environment.

The Service is executed through the deployment of a Script on the Customer's Environment which then collects Repository Data. The Repository Data is then uploaded via Secure File Transfer Protocol to the CED Platform where it can then be assessed by Vodafone and used to create the Weekly CED Status Reports and the Final CED Report. Where applicable, recommendations are made to the Customer in the reports and the findings are listed in a recommended priority order.

Vodafone shall, within 3 Business Days of delivering the Final CED Report, remotely provide to the Customer the Explanatory Presentation.

There are three editions of the Service to meet different sized Environments.

Size	Endpoints	Estimated Duration
Small	Up to 256	5 Business Days for analysis
Medium	Up to 1,000	15 Business Days for analysis
Large	Up to 2,500	30 Business Days for analysis

The Service shall comprise of the following deliverables:

**Deliverable 1**: Deployment of Script on the Environment

**Deliverable 2**: Weekly CED Status Reports

**Deliverable 3**: Final CED Report

**Deliverable 4**: Explanatory Presentation

## Cyber Exposure Diagnostics Service

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#### Customer Prerequisites

#### **CED Questionnaire**

To facilitate the Service, the Customer must provide Vodafone with the information requested in the CED Questionnaire, prior to the Service Commencement Date.

#### Minimum Specification (Virtual Servers only)

If the Script is to be deployed on to a Customer's Virtual Server, the Customer must ensure that the relevant Virtual Server has the following minimum specification:

Specification of Virtual Server	Details
CPU	4-8 Cores
RAM	16GB+ RAM
Disk	1TB+
Bandwidth	~1Gb/s
Network Interface Card – management/hunting	Customer must provide Vodafone with access to the Network Interface
Network Interface Card – monitor	Dedicated virtual Network Interface Card with promiscuous mode enabled (for collection of Repository Data)

All traffic passing to, or sourced from, the internet through the deployed Network Sensors and/or Script is to be considered in scope. The Network Sensor component requires the sensors to capture data for a minimum of two (2) weeks in duration, commencing from the Service Commencement Date and prior to analysis and report.

#### Service Methodology

The Service is delivered in the following 4 phases:

#### PHASE 1 - TEST & DEPLOY

After completing the CED Questionnaire, Vodafone shall provide the Script and Network Sensors for the Customer to deploy on the Customer's Environment, in accordance with Vodafone's instructions.

#### PHASE 2 - COLLECT AND UPLOAD REPOSITORY DATA

Upon execution, the Scripts shall collect the Repository Data which is then encrypted and securely uploaded to the Repository. The CED Platform shall then prepare the Repository Data for analysis and review.

#### PHASE 3 - ANALYSE THE REPOSITORY DATA

Vodafone shall analyse the prepared Repository Data in order to identify evidence of malicious activity or cyber bad practice through both automated and manual queries.

If during the provision of the Service, an active IOC is identified, Vodafone shall notify Customer of it. Any action to resolve active IOCs, would not fall within the scope of the Service, and instead Customer would be advised to engage with Vodafone, or another third party, to determine next actions.

#### PHASE 4 - REPORT

The Customer shall be provided with Weekly CED Status Reports throughout the provision of the Service and also the Final CED Report at the end of the Service.

Within 3 Business of providing the Final CED Report, Vodafone shall remotely provide to the Customer the Explanatory Presentation to guide through and discuss the findings with the Customer.

## Cyber Exposure Diagnostics Service Vodafone Business Customers



Deliverable	Description	Timeframe
Deployment of Script on the Customer's Environment		On the Service Commencement Date.
Weekly CED Status Reports	During the provision of the Service, Vodafone will provide to the Customer the Weekly CED Status Reports, which will consist of:  • an executive summary on the status of the Service; • a project schedule with mutually agreed target completion dates for the Deliverables; • details of any accomplishments to date; • any open items awaiting action to enable Vodafone to continue effective performance of the Service; • a summary status of Vodafone's analysis to date, including a summary description for any key findings (risk and/or hygiene issues); and • details of upcoming activities.	On a weekly basis throughout the provision of the Service.
Final CED Report	<ul> <li>Vodafone will provide to the Customer the Final CED Report at the conclusion of the Service, and it will contain:         <ul> <li>an executive summary of the Service performed;</li> <li>an overview of the approach taken and Repository Data reviewed;</li> <li>a summary of any risk and hygiene issues identified by Vodafone, dashboards and visual support, where appropriate;</li> <li>any recommendations for improvements to the immediate security posture, and for long-term improvements; and</li> <li>a priority of findings based on Vodafone's understanding of the Customer's environment and which may cause the most impact.</li> </ul> </li> </ul>	As detailed in the Service Summary above.
Explanatory Presentation	Vodafone shall deliver the Explanatory Presentation remotely to Customer.	Within 3 Business Days from provision to the Customer of the Final

CED Report.

## Cyber Exposure Diagnostics Service

Vodafone Business Customers



#### 2. Project Terms

#### Customer Dependencies

In addition to any other responsibilities or assumptions described in this Agreement, the Customer Dependencies are as follows and the Customer recognises that if it fails to comply with the following dependencies, Vodafone is relieved from performing or delivering the Service and may choose to suspend or terminate this Agreement:

- Customer will perform and complete the responsibilities and assumptions set out in the Customer Prerequisites section prior to the Service Commencement Date.
- Customer will make any decisions required of it promptly and without delay.
- Customer is responsible for: (a) Customer's use of the Service and Deliverables, (b) ensuring that
  the scope, as set out in this Agreement, meets Customer's requirements, and (c) compliance
  with all Applicable Laws and regulations applicable to Customer in connection with its use of
  the Service and/or Deliverables.
- Vodafone is performing the Service at Customer's request and has no intention of committing
  any civil or criminal offence. The Customer acknowledges and agrees that, no act or omission
  arising out of or related to provision of the Service and/or Deliverables, or compliance with law,
  will be deemed to exceed the scope of any authorization or Consent obtained in connection
  with this Agreement.
- Customer remains responsible for supervision and performance of other contractors, vendors or third parties engaged by Customer.
- Customer agrees and authorizes Vodafone to do all acts as necessary for the performance of the Service, including:
  - access to Customer Property and physically connect, disconnect, install, update, upgrade, manage and operate equipment, tools and software on Customer Property;
     and
  - to the extent required to comply with law, or take such actions with respect to Customer Property required by law enforcement authorities or regulatory authorities.
     In such cases Vodafone shall use reasonable endeavours to notify Customer in advance, where it is permitted by such law enforcement and/or regulatory authorities to do so.
- Customer agrees and authorizes Vodafone to retain for its business purposes any indicators of
  compromise, malware, anomalies or other metadata found as part of, or related to the
  performance of the Service ("Metadata"). Vodafone may analyse, copy, store, and use such
  Metadata in an aggregated, and de-identified manner.
- Customer shall notify Vodafone of any applicable export control requirements related to Customer Property and obtaining any required licenses with respect to such Customer Property.
- At the completion of the Service, Customer shall be responsible for the decommissioning of any virtual servers on which Network Sensors were deployed.

#### In respect of hardware and software:

- Any hardware or software, inclusive of the Scripts, provided by Vodafone ("Vodafone Hardware & Tools") remains the property of Vodafone or its licensors and the Customer is not granted a license hereunder to use such Vodafone Hardware & Tools. Unless otherwise agreed by Vodafone and the Customer in writing, the Customer will not have access to such Vodafone Hardware & Tools other than to install such in accordance with Vodafone's or its licensor's instructions provided to Customer. The Customer shall remove all Vodafone Hardware & Tools from the Customer's system at the end of term stated in the Order.
- The Customer, or its personnel or contractors shall not interfere with or damage any Vodafone Hardware & Tools installed on the Customer's network or Endpoints for purposes of the Service, or otherwise attempt to compromise such Vodafone Hardware & Tools.
- Vodafone will only be able to perform services requiring use of Vodafone Hardware & Tools to be installed across networks, devices or endpoints or identify risks and/or threats that exist on





those networks, devices or endpoints (i) upon which it is able to install the applicable device or tool and (ii) which respond as required or expected by the device or tool. Customer shall ensure that each network, device or Endpoint included in the Service is made available for the Vodafone Hardware & Tools installation and connected to Vodafone's or Customer's network at the time of installation. The Customer acknowledges and agrees that Vodafone may not identify risks and/or threats on those devices or tools for which proper installation of the Vodafone Hardware & Tools does not occur.

The Customer acknowledges and agrees that any Vodafone Hardware & Tools installed, updated or upgraded by Vodafone on Customer Property may (i) cause a device to automatically communicate with Vodafone's servers to deliver the Service, and (ii) collect Personal Data that may be present on the device. The Customer may withdraw consent in respect of the installation of such Vodafone Hardware & Tools at any time by contacting Vodafone in advance and then removing the Vodafone Hardware & Tools.

#### Indicators of Compromise ("IOCs")

Customer agrees that any IOCs, which are identified by Vodafone during the provision of the Service, may be added to Vodafone's proprietary IOC databases to improve its overall services offering, provided that any such IOCs will be stripped of any Confidential Information.

#### **General Assumptions** & Dependencies

The general assumptions & dependencies applicable for this Service are:

- All work is carried out on a fixed fee basis.
- There will be no changes to the scope of the Service, as set out in this Agreement.
- The Service is not warranted to:
  - detect or identify all security or network threats to, or vulnerabilities of Customer's networks or other facilities, assets, or operations;
  - prevent intrusions into or any damage to Customer's networks or other facilities, assets, or operations;
  - return control of a Customer or third party system where unauthorized access or control has occurred; or
  - meet or help Customer meet any Applicable Law, industry standard or any other requirements including the Payment Card Industry Data Security Standard. It is Customer's sole responsibility to provide appropriate and adequate security for its company, its assets, systems and employees.
- Customer must promptly notify Vodafone of any changes to the information provided by Customer in the CED Questionnaire.
- Vodafone may provide reasonable recommendations, advice or instructions on a particular course of action in the course of performing or as a result of the Service or in the Deliverables to be provided to Customer and if Customer chooses not to follow such reasonable recommendations, advice or instructions, Customer acknowledges that Vodafone shall not be responsible for any losses or claims made by the Customer that arise from Customer's failure to follow such recommendations, advice or instructions.
- While Vodafone will use reasonable care to carry out the Service in line with Good Industry Practice and in a manner designed to mitigate and reduce the risk of damage to Customer Property, Customer acknowledges that there is inherent risk in the provision of the security Service in accordance with this Agreement which may lead to operational degradation, performance impact, breach of Customer policies or industry standards, or otherwise impair Customer Property (each a "Customer Damage" and together the "Customer Damages") and, Vodafone will not be liable to the Customer or its respective employees or any third parties of the Customer for Customer Damages arising from the foregoing. To the extent possible, prior to commencing any provisioning of the Service, Vodafone shall identify and inform the Customer of any Customer Damage associated with the Service.
- Customer agrees that Vodafone has the right to anonymise and aggregate Customer Data that will not in any way reveal the Customer Data as being attributable to the Customer with other data and leverage anonymous learnings and insights regarding use of the Service (the anonymised data, "Vodafone Insights Data"), and that Vodafone owns Vodafone Insights Data and may use Vodafone Insights Data during and after the term of this Agreement solely to develop, provide, and improve Vodafone products and services.

# Cyber Exposure Diagnostics Service Vodafone Business Customers



Vodafone Business Cus	tomers
Materials and Software	<ul> <li>Customer agrees that Vodafone is not liable to Customer for Customer Damages provided that Vodafone will use reasonable care to carry out the Service in line with Good Industry Practice and in accordance with the terms of this Agreement.</li> <li>The Customer agrees that, to the extent permitted by Applicable Law, it shall not bring any claim against Vodafone or any Group Company, whether in toot or otherwise, in connection with the Service or otherwise in relation to the subject matter of this Agreement.</li> <li>Customer acknowledges that, in providing the Service, Vodafone will access Customer Systems and data. Customer agrees that, in advance of the Agreement Start Date, it shall provide and maintain all necessary consents, permissions, notices and authorisations as that are necessary for Vodafone to perform the Service, including any of the foregoing from employees or third parties; valid consents from or notices to applicable data subjects; and authorisations from regulatory authorities, employee representative bodies or other applicable third parties; "Customer Consent?" in a timely manner as necessary for Vodafone to access and use such System and data to perform the Service under this Agreement, and/or to use any third-party System(s) or data that Vodafone may use or require access to in performing the Service. For purposes of this Clause, "System" means, as applicable, Customer's or a third party's computer environment, network, equipment, software and related services.</li> <li>Vodafone shall perform the Service in line with the scope of the Service as set out in this Agreement, in accordance with Good Industry Practice, and in reliance on, and in line with, the Customer Consents.</li> <li>Vodafone shall perform the Service in line with the scope of the Service (where such sprowded and maintain the Customer Products and such particular services and school products. Any output directly from the Tini-Party Software will not be provided access to these products. Any output d</li></ul>
Acceptance Testing	There is no acceptance testing applicable to this SOW unless specifically mentioned in the "Project and
	Services" section.

## Cyber Exposure Diagnostics Service Vodafone Business Customers





Out of scope	The following are not in scope for the Service:
Out of scope statement	<ul> <li>Review and analysis of data that is not Repository Data and data outside of the Environment. Vodafone will not make any enquiries in relation to, and is not responsible for reporting on, any documents or matters other than the Repository Data.</li> <li>Expert testimony or litigation assistance or support services</li> <li>Provision of any regulated service. Vodafone is not licensed or certified in any country, state, or province as a public accountant, auditor or legal advisor, or private investigator and is not being retained to provide accounting services, accounting guidance, audit or internal control advisory services, tax or legal advice or investigatory services that would require a license.</li> <li>Data collection for Endpoints or networks not addressed by the deployed Scripts or Network Sensors.</li> <li>Remediation activities and/or mitigation efforts resulting from the identification of a cyber risl or hygiene issue unless agreed under a separate contract with Vodafone.</li> <li>Quality assurance or review of any implementation of mitigations or recommendations made by Vodafone in the course of providing the Service.</li> <li>Any intentional interception of communications between Customer and a third party or between two or more third parties that is not authorized or directed by Customer in the Service Order as part of Vodafone's delivery of the Service. For the purposes of this paragraph, interception means modifying or interfering with the Environment or its operation, or monitoring transmissions made by means of the Environment, such that some or all of the contents of the communication are made available to Vodafone while being transmitted and as a direct result of Vodafone's performance of the Service in line with the scope agreed in the Service Order.</li> <li>Incident response and digital forensics services, including any response related to cyber risks or hygiene issues identified in the course of providing the Service.</li> <li>Threat hunting services, including proactive search fo</li></ul>
	work. All other services (and the provision of services onsite) are out of scope for the Service.
Data Protection	<ol> <li>Where Vodafone processes Personal Data, the relevant section of the clause headed "Data" of the Professional Services General Terms shall apply.</li> </ol>
	<ol><li>Vodafone shall only act as Data Processor in respect of any Personal Data processed on behalf of Customer:</li></ol>
	a. for the performance of the following deliverables:
	<ol> <li>Deliverable 1: Deployment of Script on the Environment;</li> </ol>
	2. Deliverable 2: Weekly CED Status Reports;
	3. Deliverable 3: Final CED Status Report;
	4. Deliverable 4: Explanatory Presentation; and
	b. in the Repository Data,
	(the "Processor Services").
	3. Where Customer shares Personal Data with Vodafone for the Processor Services, the Customer warrants and undertakes that it has complied with all necessary obligations imposed on it under Applicable Law including ensuring that it has either (i) obtained all necessary consents to transfer the Personal Data to Vodafone; or (ii) secured another lawful basis, in accordance with Applicable Privacy Law, to share such Personal Data with Vodafone for the processing envisaged by this Agreement and has provided appropriate privacy notices to the relevant data subjects (as required by Applicable Privacy Law) to enable it to share the Personal Data with Vodafone for the purposes

**Payment Card Industry** 

Vodafone does not warrant that the Service will be payment card industry ("PCI") requirements Compliant or that the Services will enable Customer to be compliant with Applicable Privacy Law.

envisaged by this Agreement.

# Cyber Exposure Diagnostics Service Vodafone Business Customers





### 3. Standard Information

Contractual Terms	The Professional Services General Terms govern the relationship of the Parties in respect of the Service provided by Vodafone to the Customer under this SOW.
Minimum Term	Commencing on the Agreement Start Date and ending when the final Deliverable is provided by Vodafone to Customer.
	There shall be no Renewal Term.
Agreement Start Date	The date of the Customer's acceptance of the terms of this Agreement.

# Cyber Exposure Diagnostics Service Vodafone Business Customers





#### Charges

Charges	The Charges shall be set out in the Order and shall be exclusive of VAT at the prevailing rate.
Invoice	Charges shall be invoiced upon completion of the Service.

## **Definitions**

# Cyber Exposure Diagnostics Service Vodafone Business Customers



The following definitions are applicable to the Service, and are in addition to the definitions detailed in the Professional Services General Terms:

Accontura	means Accepture (LIV) Limited a company incorporated in England with registration number 4757701, whose
Accenture	means Accenture (UK) Limited, a company incorporated in England with registration number 4757301, whose registered office is at 30 Fenchurch Street, London, EC3M 3BD.
Accompting Croup	means Accenture or any entity, whether incorporated or not, that controls, is controlled by, or is under common
Accenture Group	control with Accenture.
Company CED Platform	means the cloud based (hosted in Europe) server that is leveraged for: (a) Vodafone remote access to the
CED Plationii	Customer's network to access and configure virtual network sensors; (b) the Repository; and (c) Repository Data
	analysis.
CED Questionnaire	means the questionnaire which Customer must complete, prior to the Service Commencement Date, in order to
CLD Questionnane	enable Vodafone's provision of the Service. A copy of the CED Questionnaire can be found at
	www.vodafone.co.uk/cloudservices/.
Customer Data	means all data, documents or records of whatever nature and in whatever form relating to the business of the
customer bata	Customer, the Customers' employees or otherwise, whether subsisting before or after the date of this Agreement
	and whether created or processed as part of, or in connection with, the Service.
Customer	means Endpoints, computer systems; servers; technology infrastructures; telecommunications or electronic
Property	communications systems and associated communications; confidential information; data (including Personal
roperty	Data, employee identification, authentication or credential data user details and other sensitive information);
	assets; devices; intellectual property; and/or physical premises, that are used by Customer, or its respective
	employees, customers, or suppliers, whether owned or otherwise controlled by the Customer or owned by a third
	party.
Cyber-Attack	means an attempt to expose, alter, disable, destroy, steal or gain information through unauthorized access to
	computer information systems, infrastructures, computer networks, or personal computer devices.
Endpoint	means the Customer's computers or laptops that host any one of Windows, Mac or Linux Operating systems
	(irrespective of the hardware used and the hosting location).
Environment	means the segment(s) of the Customer Property on which Vodafone's technology is deployed to facilitate
	collection of Repository Data.
Explanatory	means the one-off sixty (60) minute presentation provided by Vodafone to Customer, explaining the findings of the
Presentation	Final CED Report, and as further detailed in the Customer Deliverables section above.
Final CED Report	means the final report provided by Vodafone to Customer at the conclusion of the Service and as further detailed
	in the Customer Deliverables section above.
Good Industry	means, in respect of any activity, performing that activity effectively, reliably and professionally in good faith and
Practice	in a prompt and timely manner using the degree of skill, care, diligence, prudence, foresight and judgement which
	would reasonably be expected from a skilled, experienced and market leading operator engaged in the provision
	of the Service or such activity (as applicable) on a commercial basis.
Group Company	means an Accenture Group Company or a company or corporation within Vodafone Group (as the case may be).
IOC	means indicator of compromise. An IOC is an artefact observed on a network or in an operating system that may
	indicate a computer intrusion. Typical IOCs include, but are not limited to, virus signatures, MD5 hashes of malware
	files, file directory locations, or URLs or domain names of command and control servers.
Marketplace	means the platform set out at <a href="https://marketplace.vodafone.co.uk/home">https://marketplace.vodafone.co.uk/home</a> .
Network Sensors	means the image or software that can be deployed on a customer provided Virtual machine or hardware and of
	which's purpose is to collect Repository Data.
Repository	means the encrypted file repository hosted in the CED Platform containing the Repository Data collected for the
	purpose of carrying out the Service.
Repository Data	means the data and information actually collected from the Environment and ingested into the Repository.
Script	means the image or software that can be deployed on a customer provided virtual machine or hardware and of
	which's purpose is to collect Repository Data
Secure File	means a network protocol that provides file access, file transfer, and file management over any reliable data
Transfer Protocol	stream.
Service	means the date, agreed between the parties, for the Service to commence.
Commencement	
Date	
User	means an account-holder on the Endpoint.
Virtual Server	means a server that shares hardware and software resources with other operating systems (OS), versus dedicated
	servers.

## **Definitions**

# Cyber Exposure Diagnostics Service Vodafone Business Customers



Vodafone	means (a) Vodafone Limited, a company incorporated in England with registration number 1471587, whose registered office is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, England; and/or (b) a third party acting on behalf of Vodafone, such as Accenture.	
Vodafone Group	means Vodafone Group plc and each body corporate, partnership, or unincorporated association, in respect of	
	which Vodafone Group plc owns (directly or indirectly) at least 15 per cent. of:	
	(a) the issued share capital; or	
	(b) the ownership interests or units issued by such partnership or unincorporated association.	
Weekly CED Status	means the weekly reports provided by Vodafone to Customer during the Minimum Term, providing an update on	
Reports	the delivery of the Service, as further detailed in the Customer Deliverables section above.	