

Service Specific Terms

Vulnerability Assessment 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 www.vodafone.co.uk/terms, 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: Vulnerability Assessment Service (the “Service”)**

1. Project and Services – Vulnerability Assessment Service (the “Service”)

Service Summary	<p>The aim of the Service is to:</p> <ul style="list-style-type: none"> • create an overview of the security risk to internal and external networks within the Customer’s Environment; • identify, quantify and prioritize vulnerabilities existing in the Customer’s Environment; • provide an understanding of the Attack Surface of the Customer’s Environment which will help the Customer to define remediation plans; and • validate the accuracy of asset inventory lists. <p>There are three editions of the Service to meet different sized Customer Environments:</p> <table border="1"> <thead> <tr> <th>Edition</th> <th>No. of Target IP Addresses – Internal Vulnerability Assessment</th> <th>No. of Target IP Addresses – External Vulnerability Assessment</th> </tr> </thead> <tbody> <tr> <td>Small</td> <td>≤300 Target IP Addresses</td> <td>≤100 Target IP Addresses</td> </tr> <tr> <td>Medium</td> <td>≤700 Target IP Addresses</td> <td>≤100 Target IP Addresses</td> </tr> <tr> <td>Large</td> <td>≤2,500 Target IP Addresses</td> <td>≤100 Target IP Addresses</td> </tr> </tbody> </table> <p>The Service shall consist of both an Internal Vulnerability Scan and an External Vulnerability Scan. The findings of the scans, and any relevant recommendations, shall be documented in the Vulnerability Assessment Report. A 60-minute Explanatory Presentation shall also be delivered remotely to Customer within 3 Business Days of delivery of the Vulnerability Assessment Report.</p> <p>The Service shall consist of the following deliverables:</p> <p>Deliverable 1: Execution of both the Internal Vulnerability Scan and the External Vulnerability Scan</p> <p>Deliverable 2: Provision of the Vulnerability Assessment Report</p> <p>Deliverable 3: Provision of the Explanatory Presentation</p>	Edition	No. of Target IP Addresses – Internal Vulnerability Assessment	No. of Target IP Addresses – External Vulnerability Assessment	Small	≤300 Target IP Addresses	≤100 Target IP Addresses	Medium	≤700 Target IP Addresses	≤100 Target IP Addresses	Large	≤2,500 Target IP Addresses	≤100 Target IP Addresses
Edition	No. of Target IP Addresses – Internal Vulnerability Assessment	No. of Target IP Addresses – External Vulnerability Assessment											
Small	≤300 Target IP Addresses	≤100 Target IP Addresses											
Medium	≤700 Target IP Addresses	≤100 Target IP Addresses											
Large	≤2,500 Target IP Addresses	≤100 Target IP Addresses											

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<p>Customer Prerequisites</p>	<p><u>Vulnerability Assessment Request Form</u></p> <p>To facilitate the Service, the Customer must provide Vodafone with the information requested in the Vulnerability Assessment Request Form, prior to the Service Commencement Date.</p> <p><u>Internal Vulnerability Scan</u></p> <p>In order to carry out the Internal Vulnerability Scan, Vodafone shall require remote network connectivity into the Customer's Environment. The Customer has the following two options available to provide Vodafone with the remote network connectivity:</p> <ul style="list-style-type: none"> the Customer must (a) deploy Vodafone's custom Kali Linux image on a Virtual Machine provided by the Customer; and (b) provide Vodafone with access to the Virtual Machine (e.g. via a client virtual private network ("VPN"), Citrix or any other remote access solution). The Customer's Virtual Machine must be deployed in an internal network so the access to all Target IP Addresses is not blocked by any network device. Hardware requirements for the Customer's Virtual Machine are as follows: 2x CPU, 4 GB RAM and 20 GB HDD space; or Customer must provide Vodafone with a VPN which is terminated within the Customer's Environment and has access to all Target IP Addresses. <p><u>External Vulnerability Scan</u></p> <p>There shall be no connectivity pre-requisites for the External Vulnerability Scan as it shall be performed against the Customer's external public facing Environment.</p>
<p>Service Methodology</p>	<p>Vodafone shall deliver the Service remotely from Prague, Czech Republic.</p> <p>Vodafone shall perform the Service using the methodology set out below:</p> <p>Phase 1: Discovery Scanning:</p> <p>Vodafone shall perform scanning on the Target IP Addresses in order to gather additional information on the Customer's Environment.</p> <p>Phase 2: Vulnerability Identification:</p> <p>Vodafone shall carry out the Internal Vulnerability Scan and the External Vulnerability Scan in order to attempt to identify known vulnerabilities, misconfigurations and compliance issues within the Customer's Environment. The scans will attempt to identify security weaknesses, including but not limited to, in the following areas or technologies:</p> <ul style="list-style-type: none"> operating systems (i.e., Windows, Unix, etc.); network devices (i.e., routers, firewalls, etc.); databases (i.e., Oracle, SQL Server, MySQL, DB2); web servers (i.e., IIS, Apache, HTTP, HTTPS, etc.); services (i.e., FTP, RPC, SMTP, SNMP, DNS, Remote Administration, etc.); coverage of IPv6; and missing security patches & misconfigurations. <p>Phase 3: Validation of Vulnerability Scan Results:</p> <p>When the vulnerability scanning outlined above is complete, Vodafone shall review the results of the scans and perform false-positive analysis on the results.</p> <p>Phase 4: Reporting:</p> <p>Following completion of the validation of the vulnerability scanning, Vodafone shall prepare the Vulnerability Assessment Report, in accordance with the Customer Deliverables section below.</p>

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Customer Deliverables	The following deliverables shall be securely provided to Customer:		
	Deliverable	Description	Expected Timeframes
	Execution of the Internal Vulnerability Scan and the External Vulnerability Scan	Vodafone shall perform the Internal Vulnerability Scan and the External Vulnerability Scan on the Customer's Environment.	Within the following Business Days from the Service Commencement Date: Small edition – 2 Medium edition – 3 Large edition - 5
	Vulnerability Assessment Report	Vodafone shall securely provide to the Customer the Vulnerability Assessment Report which may contain, without limitation, the following: <ul style="list-style-type: none">• an introductory section detailing the scope of the Service, the Target IP Addresses and any relevant limitations;• an executive summary detailing the activities performed by Vodafone, any issues identified and any general recommended actions; and• a technical findings matrix detailing any identified risks and vulnerabilities, ranked in order of criticality (Critical, High, Medium, Low or Informational), and any suggested remediation activities.	Within 3 Business Days of completion of the Internal Vulnerability Scan and the External Vulnerability Scan.
Explanatory Presentation	Vodafone shall deliver the Explanatory Presentation remotely to Customer.	Within 3 Business Days from provision of the Final CED Report.	

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2. Project Terms

Customer Dependencies	<p>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:</p> <ul style="list-style-type: none">• Customer shall perform and complete the responsibilities and assumptions set out in the Customer Prerequisites section prior to the Service Commencement Date;• Customer will consent to and authorise Vodafone to access the Customer Property and perform the Service as described in this Agreement;• Customer is solely responsible for:<ul style="list-style-type: none">○ defining the verified Target IP Addresses;○ any legal consequences that can occur from providing Target IP Addresses that the Customer is not authorized to perform the Service on○ determining what third-party property, information, data or other assets are included within the Customer Property;○ determining whether any third-party consents, notices, permissions or licenses are required for Vodafone to perform the Service;○ obtaining any such consents, permissions or licenses or providing such notices (including from third-parties and Customer employees) necessary for Vodafone to perform its obligations under this Agreement;○ ensuring the availability of the Customer personnel and resources for the duration of the Service;○ committing the necessary resources and management involvement to support the Service, in each case as reasonably necessary for the performance of the Service;○ implementing a process to ensure that if Customer's information security team detects Vodafone's activities under the Service, such detection is not reported outside of Customer's organisation (e.g. to law enforcement) or, if such activity is inadvertently reported outside of Customer's organisation, Customer will promptly clarify that Vodafone was acting with Customer's full knowledge and consent;• Customer acknowledges that material impacts to the Service may result from Customer resources being unavailable;• decisions to be made by the Customer must be made promptly and without delay;• Customer agrees that the findings of the External Vulnerability Scan and the Internal Vulnerability Scan are only accurate and correct as of the point in time the scans are carried out;• Customer will perform any remediation activities required to reinstate its systems and data after completion of the Service. Vodafone will have no liability for any losses arising out of Customer's failure to do so;• Customer shall be responsible for delivering all communications internal to Customer regarding the Service, including communications intended to inform Customer staff about the Service, any impact it may have on Customer employees and personnel, and any training necessary to impacted Customer employees and personnel;• Customer must be aware of the risks associated with the Service and must have taken the necessary pre-testing steps (e.g. data backup, internal communications etc.) to help minimize these risks;• Customer shall use its commercially reasonable efforts to provide accurate and complete information, data and documentation in a timely manner, as required by Vodafone, and shall promptly notify Vodafone if it learns that any information, data or documentation previously provided to Vodafone is materially inaccurate or incomplete;• In the event of an External Vulnerability Assessment that includes Customer cloud Infrastructure, customer will be responsible for getting the necessary approvals from Cloud Service Provider and clarify the rules of engagement with Vodafone before the execution of the tests• Customer agrees that, in order to identify vulnerabilities in the Customer's Environment through the Service, Vodafone will consider to be in-scope all Customer Property, including any third-party
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	<p>property, data or other assets within Customer’s networks. Vodafone shall procure that Customer expressly consents and authorises Vodafone to access and evaluate such Customer Property and assets in the provision of the Service.</p>
<p>General Assumptions & Dependencies</p>	<p>The general assumptions & dependencies applicable for this Service are:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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 Vulnerability Assessment Request Form. • 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. • 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. • 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 tort or otherwise, in connection with the Service or otherwise in relation to the subject matter of this Agreement. • 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

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	<p>environment, network, equipment, software and related services.</p> <ul style="list-style-type: none">• 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 Consent.• Customer agrees to indemnify Vodafone on an unlimited basis to the extent the Customer fails to provide and maintain the Customer Consents.• Vodafone is not responsible for remedying any security issues, vulnerabilities or other problems discovered in the course of performing or as a result of the Service (where such Service is provided in accordance with the terms of this Agreement).
Materials and Software	<ul style="list-style-type: none">• Vodafone may use certain third-party software products ("Third-Party Software") in its provision of the Service. The Customer agrees and acknowledges that Customer will not be provided access to these products. Any output directly from the Third-Party Software that is used by Vodafone in connection with the provision of the Service to the Customer without further input from Vodafone is being provided on an "as-is" basis and is excluded from any warranties set out in this Agreement.• Vodafone reserves the right to: (i) change the hosting provider used to host any proprietary or Third-Party Software used for the provision of the Service; and (ii) change any Third-Party Software it uses to provide the Service to Customer, provided that such changes do not materially impact the Service.• With regard to any Third-Party Software provided as part of the Service, the Customer agrees not to, directly or indirectly do any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Third-Party Software; (ii) modify, translate, or create derivative works based on any element of the Third-Party Software or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Third-Party Software; (iv) use the Third-Party Software for any purpose other than the performance of the Service in accordance with this Agreement; (v) remove any proprietary notices from Third-Party Software or related materials furnished or made available to Customer; and/or (vi) permit any third party to access the Third-Party Software.• Vodafone may additionally utilize custom-developed software, scripts, exploits, and other technologies ("Custom Products") in its provision of the Service. Such technologies may be deployed on Customer systems during the provision of the Service. Any such technologies remain Vodafone intellectual property, and Vodafone retains all corresponding rights to these technologies. Vodafone shall not be obligated to provide Customer with copies of, access to, or a license for such technologies.
Acceptance Testing	<p>There is no acceptance testing applicable to this SOW unless specifically mentioned in the "Project and Services" section.</p>
Out of scope statement	<p>The following are not in scope for the Service:</p> <ul style="list-style-type: none">• any assessment of any systems outside of the Customer's networks (with the exception of any such system that is: (i) within Customer facilities; and (ii) managed directly by Customer; and (iii) communicated with by Customer-owned assets; is considered in-scope for the purposes of the Service). Customer further agrees that any interaction with Customer's third-party cloud services providers will be done in a manner consistent with the Customer's normal interaction with those third-parties;• any vulnerability assessment of applications;• any manual vulnerability identification or exploitation outside of the capabilities of the defined vulnerability scanning tool;• any remediation of identified vulnerabilities or other security issues;• any review and analysis of any data or equipment: (i) belonging to an individual outside of their employment with the Customer, without appropriate consent; or (ii) belonging to a third-party where Customer does not have control, custody and/or authorisation to possess such data or equipment, or all necessary consents/authorisation for Vodafone to access such data or equipment in order to perform the Service set out in this Agreement;

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	<ul style="list-style-type: none">• any provision of services involving the collection of physical evidence, collection of evidence for admission in court including for criminal or civil litigation purposes, provision of evidence lockers, or 'chain of custody' collection of evidence;• any provision of expert testimony or litigation assistance or support services;• any provision of services involving retaliatory actions, hacking back or attribution that would breach Applicable Laws;• any installation of software, unless agreed by Vodafone and expressly consented to and authorised by Customer in writing, and which may require additional terms and conditions to be agreed;• any intentional interception of communications between Customer and a third-party, or between two or more third-parties, which is not authorised or directed by Customer as part of the Service. For the purposes of this Paragraph, interception means intentionally modifying or interfering with Customer's systems or the operation of such systems, or intentionally monitoring transmissions made by means of Customer's system, such that some or all of the contents of the communications are made available to Vodafone while such contents are being transmitted. If unintentional interception does occur, Vodafone shall promptly after becoming aware inform Customer;• any provision of a regulated service. Vodafone is not licensed or certified in any country, state, or province as a public accountant, auditor, legal advisor, or private investigator, and is not being retained to provide any accounting services, accounting guidance, audit or internal control advisory services, tax or legal advice or investigatory services that would require a license;• any targeted investigation of any individuals. For the avoidance of doubt, Vodafone may in the provision of the Service, identify the internet profile (IP address, geographic location, potential aliases/usernames) of potential threat actor(s) or individual(s) involved in a perceived security threat, but the Service does not include any targeted investigation into such individual(s); and• any incident response services/activities.
Data Protection	<ol style="list-style-type: none">1. Where Vodafone processes Personal Data, the relevant section of the clause headed "Data" of the Professional Services General Terms shall apply.2. Vodafone shall only act as Data Processor in respect of any Personal Data processed on behalf of Customer for the performance of the following deliverables:<ol style="list-style-type: none">a. Deliverable 1: Execution of both the Internal Vulnerability Scan and the External Vulnerability Scan;b. Deliverable 2: Provision of the Vulnerability Assessment Report;c. Deliverable 3: Provision of the Explanatory Presentation, (the "Processor Services"). <p>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 envisaged by this Agreement.</p>
Payment Card Industry	Vodafone does not warrant that the Service will be payment card industry (" PCI ") requirements Compliant or that the Service will enable Customer to be compliant with Applicable Privacy Law.

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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.

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4. 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.



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

Attack Surface	means the number of possible ways an attacker can access a device or network and extract data.
Customer Data	means all data, documents or records of whatever nature and in whatever form relating to the business of the 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 Services.
Customer Property	means Endpoints, computer systems; servers; technology infrastructures; telecommunications or electronic communications systems and associated communications; confidential information; data (including Personal 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.
Environment	means network connected devices such as servers, workstations, printers, scanners, phones, routers, switches, hypervisors, wireless devices and others. Environment does not include software applications.
Explanatory Presentation	means the one-off sixty (60) minute presentation provided by Vodafone to Customer, explaining the findings of the Vulnerability Assessment Report, and as further detailed in the Customer Deliverables section above.
External Vulnerability Scan	means an automated unauthenticated scan of external Target IP Addresses performed from a scanner deployed in a Vodafone managed data centre.
Good Industry Practice	means, in respect of any activity, performing that activity effectively, reliably and professionally in good faith and 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 Vodafone Group Company or a company or corporation within Vodafone Group (as the case may be).
Internal Vulnerability Scan	means an automated authenticated scan of internal Target IP Addresses performed from a scanner deployed within the Customer's Environment or via a virtual private network.
Marketplace	means the platform set out at https://marketplace.vodafone.co.uk/home .
Service Commencement Date	the date as agreed between the parties for the Service to commence.
Target IP Addresses	means the Customer's IP addresses to be targeted by the Internal Vulnerability Scan or the External Vulnerability Scan, and as confirmed by the Customer in the Vulnerability Assessment Request Form.
Virtual Machine	means the virtualisation/emulation of a computer system which is based on computer architectures and provides functionality of a physical computer.
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.
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
Vulnerability Assessment Report	means the report provided by Vodafone to Customer at the conclusion of the Service and as further detailed in the Customer Deliverables section above.
Vulnerability Assessment Request Form	means the request form that Customer must complete, prior to the Service Commencement Date, in order to enable Vodafone's provision of the Service. A copy of the Vulnerability Assessment Request Form can be found at www.vodafone.co.uk/cloudservices/ .