

# Service Specific Terms

## Phishing Awareness 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](http://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/](http://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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### **PART ONE -STATEMENT OF WORK**

STATEMENT OF WORK (“SOW”): **Vodafone Managed Security Services: Phishing Awareness Service (the “Service”)**

#### **1. Project and Services – Phishing Awareness Service (the “Service”)**

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### Service Summary

The aim of the Service is to execute the Phishing Attack on the Targeted Employees in order to drive increased awareness of email phishing attacks to the Customer's employees and in order to help the Customer understand and prepare for a possible future email phishing attack.

There are four editions of the Service:

Editions	No. of Targeted Employees / Email Mailboxes
Small	100-250
Medium	251-500
Medium/Large	501-1000
Large	1001-2500

The Service shall comprise of the following deliverables:

- Deliverable 1:** Execution of the Phishing Attack
- Deliverable 2:** Provision of the Phishing Awareness Report
- Deliverable 3:** Provision of the Explanatory Presentation
- Deliverable 4:** Provision of the Guidance Email

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<b>Customer Prerequisites</b>	Prior to the Service Commencement Date, and in order to facilitate the Service, the Customer must provide Vodafone with the information requested in the Customer Phishing Awareness Request Form.
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<b>Service Methodology</b>	<p>Vodafone will run an email-based phishing campaign targeting a group of the Customer's employees (the "<b>Targeted Employees</b>") (the "<b>Phishing Campaign</b>").</p> <p>Vodafone will perform the Service in accordance with the 4 phases detailed below:</p> <p>Some key features of the Phishing Campaign, are as follows:</p> <ul style="list-style-type: none"><li>• Phishing emails sent appear to have come from non-existing domains or non-current corporate email addresses;</li><li>• Customer will have the opportunity to customize campaign based on its needs and in line with its security maturity level;</li></ul> <p><b>Phase 1 - Planning</b></p> <p>During the planning phase of the Service, the required information provided by the Customer in the Customer Phishing Awareness Request Form shall be reviewed by Vodafone.</p> <p>Vodafone and Customer shall jointly create a phishing email template (the "<b>Email Template</b>") and a malicious landing page (the "<b>Landing Page</b>"). A domain name shall be registered by Vodafone to align with the Email Template and Landing Page. The Email Template can be written in any one of the following languages: English, Italian, Spanish, French, Portuguese, Greek or German. In order to guarantee an adequate level of security, valid TLS certificates installed on the Landing Page will be used to guarantee the total confidentiality of the data transmitted.</p> <p>Vodafone and the Customer shall agree a timing schedule for the Email Templates to be sent by Vodafone (the "<b>Schedule</b>").</p> <p><b>Phase 2 - Testing</b></p> <p>The testing phase is aimed to verify the configurations of the Customer's e-mail system. The purpose of this activity is for Vodafone to validate the configurations implemented on the Phishing Platform and send a test email, based on the Email Template, to one of the Targeted Employees, to ensure it is received prior to continuing to Phase 3.</p> <p><b>Phase 3 - Execution</b></p> <p>After Vodafone has configured the Phishing Attack on the Phishing Platform, the Template Emails are sent by Vodafone in accordance with the Schedule. During the execution phase, the activity is monitored in order to verify the progress of the Service.</p> <p>Personal Data accidentally entered by the Targeted Employees will not be stored past the engagement or processed by Vodafone.</p> <p>Depending on the type of Edition selected by Customer, Vodafone shall send the Template Emails to a maximum of 1000 Targeted Employees at a time, provided that all required Template Emails are sent within a period of 10 Business Days.</p> <p>Where Customer has selected the Large Edition, the Targeted Employees shall be split into smaller groups.</p> <p>Phase 3 must be completed within 10 Business Days.</p> <p><b>Phase 4 - Reporting</b></p> <p>Once the Template Emails have been sent to the Targeted Employees, Vodafone shall collect and analyse statistics and activity data and shall produce the Phishing Awareness Report. The analysis of the results within the Phishing Awareness Report shall highlight the level of awareness of the Targeted Employees, offering useful information for evaluation of security maturity level and further analysis to undertake improvement actions in order to protect the Customer against a possible future email phishing attack. The Phishing Awareness Report shall be aggregated and will not contain any personal information or details of the Targeted Employees.</p>
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	All data during the provision of the Service shall be stored on the Phishing Platform for six months. Vodafone shall not access or use this data unless requested to do so by the Customer. Following the six month period, the testing data shall be securely removed from the Phishing Platform.		
Customer Deliverables	Vodafone will provide the following Deliverables for the Service:		
	<b>Deliverable</b>	<b>Description</b>	<b>Timeframe</b>
	Execution of the Phishing Attack	Vodafone shall send the Template Emails to the Targeted Emails, in accordance with the Service Methodology detailed above.	Within 10 Business Days from the Service Commencement Date.
	Provide the Phishing Awareness Report	<p>The Phishing Awareness Report shall contain an executive summary detailing: (i) observed issues and risks of the Phishing Attack; (ii) a range of statistics detailed below and success rates for each of the activities performed; and (iii) detailed timelines of the activities performed.</p> <p>The following statistics shall be provided to Customer:</p> <ul style="list-style-type: none"><li>• The number of Template Emails sent;</li><li>• The number of Targeted Employees that opened the Template Email;</li><li>• The number of Targeted Employees that (a) clicked the link within the Template Email and; (b) at what point they clicked the link (i.e. within 1 hour from the Template Email being received); and</li><li>• the number of Targeted Employees that submitted data on the Landing Page and at what point (i.e. within 1 hour from the Template Email being received).</li></ul>	Within 3 Business Days from completion of the Phishing Attack.
	Provide the Explanatory Presentation	Vodafone shall deliver the Explanatory Presentation remotely to Customer.	Within 3 Business Days from provision to the Customer of the Phishing Awareness Report.
	Provide the Guidance Email	Vodafone may send a guidance email to each of the Targeted Employees that followed the link within the Template Email and submitted information on the Landing Page.	On the Targeted Employee's failure of the Phishing Attack.
<p>Vodafone shall use secure methods of transmission when providing Deliverables to the Customer. If the Customer requires a specific method of transmission to be used, the Customer is responsible for providing Vodafone with access to such method of transmission.</p> <p>The Deliverables are intended for Customer's own internal use only and shall not be used by any third-parties nor shall the Deliverables be used in any legal proceedings. Vodafone disclaims any liability that may arise out of any third-party's review and/or use of such Deliverables, or arising out of, or in connection with, such Deliverables being used in legal proceedings. In no circumstances will Vodafone be required to provide expert testimony in connection with the provision of the Service or any Deliverables.</p> <p>The Deliverables shall be prepared in the language specified by the Customer in the Customer Phishing Awareness Request Form, and shall be in either MS Excel, PowerPoint or PDF format.</p>			

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### 2. Project Terms

<b>Service Assumptions &amp; Customer Dependencies</b>	<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> <ol style="list-style-type: none"><li>1. Customer shall perform and complete the responsibilities and assumptions set out in the Customer Prerequisites section prior to the Service Commencement Date.</li><li>2. Customer is solely responsible for implementing a process to ensure that if Customer's IT Team detects Vodafone's activities under the Service, such detection will be escalated to Customer's senior management, or such other knowledgeable Customer personnel, who can intervene prior to such activity being reported outside of Customer's organisation (e.g. to law enforcement) or, if such activity is reported outside of Customer's organisation, Customer will promptly clarify that Vodafone was acting with Customer's full knowledge and consent.</li><li>3. Decisions to be made by the Customer must be made promptly and without delay.</li><li>4. Customer shall be responsible for delivering all communications internal to Customer regarding the Service, including communications intended to inform Customer employees and personnel about the Service, any impact it may have on Customer employees and personnel, and any training necessary to impacted Customer employees and personnel.</li><li>5. Customer must be aware of and acknowledge 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.</li><li>6. Customer shall provide an accurate and complete list of email addresses together with names and department/roles of the Targeted Employees in a timely manner, and such other information as may be reasonably required and notified by Vodafone, and shall immediately notify Vodafone if it learns that any information previously provided to Vodafone is materially inaccurate or incomplete.</li><li>7. Customer will consent to and authorize Vodafone to access the Customer Property and perform the Service as described in this Agreement.</li><li>8. Customer is solely responsible for obtaining any such consents (including copyright for websites to be cloned as part of the Service), permissions or licenses or providing such notices (including from third-parties and Customer employees) necessary for Vodafone to perform its obligations under this Agreement.</li><li>9. Any other Customer responsibility that the parties mutually agree upon in writing in the Customer Phishing Awareness Request Form.</li><li>10. Customer will provide to Vodafone a sample structure of its typical company email communications and network access to Customer's company portal (such that Vodafone can obtain a screenshot to replicate the company portal) or any other landing page suitable for phishing email attacks.</li></ol>
<b>General Assumptions &amp; Dependencies</b>	<p>The general assumptions &amp; dependencies applicable for this Service are:</p> <ul style="list-style-type: none"><li>• All work is carried out on a fixed fee basis.</li><li>• There will be no changes to the scope of the Service, as set out in this Agreement.</li><li>• The Service is not warranted to:<ul style="list-style-type: none"><li>• detect or identify all security or network threats to, or vulnerabilities of Customer's networks or other facilities, assets, or operations;</li><li>• prevent intrusions into or any damage to Customer's networks or other facilities, assets, or operations;</li></ul></li></ul>



- 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 Customer Phishing Awareness 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 environment, network, equipment, software and related services.
- 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).



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<b>Materials and Software</b>	<ul style="list-style-type: none"> <li>Vodafone may use certain third-party software products ("<b>Third-Party Software</b>") 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.</li> <li>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.</li> <li>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.</li> <li>Vodafone may additionally utilize custom-developed software, scripts, exploits, and other technologies ("<b>Custom Products</b>") 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.</li> </ul>
<b>Acceptance Testing</b>	<p>There is no acceptance testing applicable to this SOW unless specifically mentioned in the "Project and Services" section.</p>
<b>Out of scope statement</b>	<p>The following are not in scope for the Service:</p> <ul style="list-style-type: none"> <li>any provision of any information that could identify specific Customer employees as having failed to identify any phishing activities;</li> <li>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;</li> <li>any provision of expert testimony or litigation assistance or support services;</li> <li>any provision of services involving retaliatory actions, hacking back or attribution that would breach Applicable Laws;</li> <li>any implementation of suggested remediation activities unless agreed to by Vodafone and addressed under separate terms and conditions;</li> <li>any installation of software, unless agreed by Vodafone and expressly consented to and authorized by Customer in writing, and which may require additional terms and conditions to be agreed;</li> <li>any intentional interception of communications between Customer and a third-party, or between two or more third-parties, which is not authorized 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</li> </ul>

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	<p>available to Vodafone while such contents are being transmitted. If unintentional interception does occur, Vodafone shall promptly after becoming aware inform Customer;</p> <ul style="list-style-type: none"> <li>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;</li> <li>any targeted investigation of any individuals. For the avoidance of doubt, Vodafone may in the course of providing 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.</li> </ul> <p>The services detailed in this SOW shall be provided remotely and constitute Vodafone's complete scope of work and all other services (and the provision of services onsite) are out of scope.</p>
<b>Data Protection</b>	<ol style="list-style-type: none"> <li>Where Vodafone processes Personal Data, the relevant section of the clause headed "Data" of the Professional Services General Terms shall apply.</li> <li>Vodafone shall only act as Data Processor in respect of any Personal Data processed on behalf of Customer: <ol style="list-style-type: none"> <li>for the performance of the following deliverables: <ol style="list-style-type: none"> <li>Deliverable 1: Execution of the Phishing Attack;</li> <li>Deliverable 2: Provision of the Phishing Awareness Report;</li> <li>Deliverable 3: Provision of the Explanatory Presentation; and</li> <li>Deliverable 4: Provision of the Guidance Email; and</li> </ol> </li> <li>in the Phishing Platform,</li> </ol> <p>(the "<b>Processor Services</b>").</p> <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> </li> </ol>
<b>Payment Card Industry</b>	<p>Vodafone does not warrant that the Service will be payment card industry ("<b>PCI</b>") requirements Compliant or that the Services will enable Customer to be compliant with Applicable Privacy Law.</p>

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### 3. Standard Information

<b>Contractual Terms</b>	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.
<b>Minimum Term</b>	Commencing on the Agreement Start Date and ending when the final Deliverable is provided by Vodafone to Customer.  There shall be no Renewal Term.
<b>Agreement Start Date</b>	The date of the Customer's acceptance of the terms of this Agreement.

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#### 4. Charges

<b>Charges</b>	The Charges shall be set out in the Order and shall be exclusive of VAT at the prevailing rate.
<b>Invoice</b>	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:

<b>Customer Phishing Awareness Request Form</b>	means the questionnaire which Customer must complete, prior to the Service Commencement Date, in order to enable Vodafone's provision of the Service, and a copy can be found at <a href="http://www.vodafone.co.uk/cloudservices/">www.vodafone.co.uk/cloudservices/</a> .
<b>Customer Property</b>	means 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.
<b>Explanatory Presentation</b>	means the one-off sixty (60) minute presentation provided by Vodafone to Customer, explaining the findings of the Phishing Awareness Report.
<b>Guidance Email</b>	means the guidance email sent to those Targeted Employees that failed the Phishing Attack.
<b>Group Company</b>	means a company or corporation within Vodafone Group (as the case may be).
<b>Marketplace</b>	means the platform set out at <a href="https://marketplace.vodafone.co.uk/home">https://marketplace.vodafone.co.uk/home</a> .
<b>Phishing Attack</b>	means the simulated email phishing attack sent to Targeted Employees.
<b>Phishing Awareness Report</b>	means the report provided by Vodafone to Customer at the conclusion of the Service and as further detailed in the Customer Deliverables section above.
<b>Phishing Platform</b>	means a tool used by Vodafone in order to configure and deploy the Phishing Attack. There shall be no additional licence cost charged to Customer for the Phishing Platform.
<b>IT Team</b>	means Customer's team who is responsible for the Customer Environment.
<b>Service Commencement Date</b>	means the date, agreed between the parties, for the Service to commence.
<b>Targeted Employees</b>	means the Customer employees selected by the Customer to be targeted by the Phishing Attack.
<b>Vodafone</b>	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.
<b>Vodafone Group</b>	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: <ul style="list-style-type: none"> <li>(a) the issued share capital; or</li> <li>(b) the ownership interests or units issued by such partnership or unincorporated association.</li> </ul>