

# Service Specific Terms

## Breach Response & Forensics 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.



### STATEMENT OF WORK

STATEMENT OF WORK (“SOW”): **Vodafone Managed Security Services: Breach Response & Forensics Service (the “Service”)**

#### 1. Project and Services – Breach Response & Forensics Service (the “Service”)

<b>Service Summary</b>	<p>The aim of the Service is to provide the Customer with access to skilled security professionals that will help guide the Customer through a cyber incident. The Service is provided on a retainer basis in order assist the Customer in case of a cyber incident, that may require an Incident Response.</p> <p>Features of the Service include:</p> <ul style="list-style-type: none"><li>• 24/7 hotline to the skilled security professionals (telephone number to be provided to Customer following purchase);</li><li>• A range of services for effective and efficient incident handling, including but are not limited to:<ul style="list-style-type: none"><li>○ Forensic image capture and analysis of system storage;</li><li>○ Memory and network-based forensics;</li><li>○ Log analysis of application, access, system, firewall, or other relevant logs;</li><li>○ Email analysis for suspicious or malicious activity;</li><li>○ Malware analysis and Indicator of Compromise identification;</li><li>○ Response/remediation plans; and</li><li>○ Post-incident monitoring.</li></ul></li></ul> <p>There are two editions of the Service to cater for the Customer’s requirements:</p> <p><b>Tier 1 Retainer:</b></p> <p>The Tier 1 Retainer is applicable where the Customer chooses to procure the Service and pay the applicable retainer fee (80 hours are purchased in advance for the Minimum Term) to Vodafone. The Tier 1 Retainer customers will receive the Service on a preferred basis over Tier 2 Retainer customers for the duration of the Minimum Term. Unused hours remaining at the end of the Minimum Term cannot be exchanged for any additional services and will be forfeited.</p> <p>If the retainer hours are completely used by Customer before expiry of the Minimum Term, and the Customer does not procure additional Tier 1 Retainer hours, any other breach response and forensic services provided during the Minimum Term shall be charged to Customer at the Tier 2 Hourly Rate.</p> <p><b>Tier 2 Retainer:</b></p> <p>The Tier 2 Retainer is applicable where Customer chooses to procure the Service as a retainer where no hours are purchased in advance for the Minimum Term from Vodafone. Any breach response and forensic services provided during the Minimum Term, pursuant to the Tier 2 Retainer, shall be charged at the Tier 2 Hourly Rate.</p> <p>Responses to incidents of Tier 1 Retainer Customers will take priority over responses to incidents of Tier 2 Retainer Customers if multiple concurrent incidents occur across retainer Customers.</p> <p>The Service shall comprise of the following deliverables:</p> <p><b>Deliverable 1:</b> Periodic Status Report</p> <p><b>Deliverable 2:</b> Remediation Plan</p> <p><b>Deliverable 3:</b> Incident Response Report</p> <p><b>Deliverable 4:</b> Explanatory Presentation</p>
------------------------	---

# Service Specific Terms

## Breach Response & Forensics Service

Vodafone Business Customers



<b>Service Methodology</b>	<p>The Service may be performed by personnel in the Czech Republic, UK, Spain, Ireland and/or Germany and also from or for the following Customer locations (which Vodafone may change from time-to-time):</p> <table border="1" data-bbox="363 353 1120 439"><thead><tr><th>Locations (Country)</th><th>Type of Support</th></tr></thead><tbody><tr><td>UK</td><td>onsite/remote</td></tr></tbody></table> <p>Vodafone will perform the Service in accordance with the phases set out below:</p> <p><b>Phase 1: Onboarding</b></p> <p>Vodafone will contact the Customer to have an onboarding virtual meeting for approximately 60 minutes, to introduce the Service and collect additional information from the Customer Authorised Personnel, including information such as the current security toolset used. Any connectivity requirements needed will also be discussed and agreed at this stage.</p> <p><b>Phase 2: Triage &amp; Scoping</b></p> <p>Where Customer is faced with a cyber incident, Customer shall call Vodafone to report the cyber incident and a triage and scoping call shall take place between Vodafone and the Customer Authorised Personnel in order to identify initial objectives and agree on next steps.</p> <p>A signed work order (containing an estimate of the effort required) between Vodafone and the Customer will be required before Vodafone can provide any service to the Customer. The work order will be governed by the terms and conditions of the Agreement. The work order will be amended after the Service has been provided to reflect the actual hours consumed by the Service.</p> <p><b>Phase 3: Investigation Strategy</b></p> <p>Vodafone will agree the proposed next steps with the Customer based on the information that was presented by the Customer during the Triage call. The information strategy will be documented and emailed to the Customer and if this changes it will again be agreed with the Customer and documented.</p> <p><b>Phase 4: Investigation</b></p> <p>The Service may include Vodafone using some of the below activities in order to support the investigation relating to the Service. Vodafone may modify its approach as appropriate to assist the Customer in investigating a potential security incident:</p> <ul style="list-style-type: none"><li>• Analysis of pertinent data/logs;</li><li>• Operation of tools to collect network/ log data;</li><li>• Malware analysis;</li><li>• Customer personnel discussions; and</li><li>• Incident timeline analysis.</li></ul> <p><b>Phase 5: Deliverables</b></p> <p>At the conclusion of every breach response and forensics service for Tier 1 Retainer customers, an update will be provided to the corresponding sales representative regarding the credit balance with respect to the number of hours remaining in the said Tier 1 Retainer.</p>	Locations (Country)	Type of Support	UK	onsite/remote
Locations (Country)	Type of Support				
UK	onsite/remote				
<b>Customer Deliverables</b>	The following deliverables shall be securely provided to Customer:				

# Service Specific Terms

## Breach Response & Forensics Service

Vodafone Business Customers



Deliverable	Description	Expected Timeframe (Business Days)
<b>Periodic Status Report</b>	To be provided at a frequency agreed with the Customer, summarises work done during the period.	A frequency agreed with the Customer.
<b>Incident Response Report</b>	Documents pertinent data uncovered during the investigation, identifying systems compromised, and characterising data breach-related activity and root causes if known.  The Incident Response Report shall articulate the Remediation Plan.	Within approximately 5 Business Days from completion of the investigation.
<b>Explanatory Presentation</b>	Vodafone shall deliver the 60-minute Explanatory Presentation remotely to Customer.	Within approximately 3 Business Days from provision of the Incident Response Report.

The proposed content of Deliverables shall, where requested by Customer, be discussed in advance of production or sharing. The Deliverables shall be provided to the Customer Authorised Personnel, as applicable, and Vodafone shall not be required to provide the Deliverables (or copies of them) to any other party or individual.

The Deliverables may contain threat intelligence information and research that has been collected, obtained, and/or analysed by Vodafone (the “**Threat Intelligence**”), either during the course of the Service or outside of the Service. All such Threat Intelligence constitutes Vodafone Intellectual Property Rights and Vodafone Confidential Information.

The Customer shall not share the Deliverables with any other person, except that the Customer may be permitted to disclose the Deliverables to its affiliates and their directors and employees.



### 2. Project Terms

<b>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> <ul style="list-style-type: none"><li>● <b>Customer Property, systems, materials.</b><ul style="list-style-type: none"><li>○ the Customer is solely responsible for ensuring the availability of the Customer personnel and resources for the duration of the Service and as necessary for Vodafone's performance of the Service, including (unless otherwise agreed in writing to form part of Vodafone's scope) the timely provision of information, access to systems, delivery of systems and logs, "out of band" communications systems, forensic imaging, data restoration, and backup of Customer systems.</li><li>○ if Vodafone is required to use Customer tools during an engagement, the Customer is responsible for enabling Vodafone to have appropriate access to Customer-owned tools, including any necessary licenses.</li><li>○ to the extent applicable, the Customer is responsible for ensuring that the Customer tools to be used as part of the Service are sufficient and appropriate to meet the Customer's security requirements.</li><li>○ the Customer will make any decisions required of it promptly and without delay and Vodafone shall be entitled to rely on all such decisions and approvals.</li><li>○ the Customer shall provide necessary support (including, for example, providing invite letters where necessary) for obtaining any required visas and/or travel authorisations;</li></ul></li><li>● <b>Hardware and software.</b><ul style="list-style-type: none"><li>○ if Vodafone and Customer determine that the installation of hardware and software will be necessary to gain additional visibility into Customer systems and networks, Vodafone will install servers on and/or will set up capacity in Vodafone or its vendor's cloud-based environment and connect to Customer's network in order to collect endpoint, network and log data, and will provide Customer with the hardware and software components required to be installed on Customer's network and endpoint devices. Customer will:<ul style="list-style-type: none"><li>▪ obtain any certificates (or modify any certificates) required to enable installation of the devices or software on any network, device or endpoint;</li><li>▪ perform testing on each of its classes of devices to determine and/or confirm that the software agents do not affect reliability or availability of the devices include consent; and</li><li>▪ install the software agents on the agreed upon number of the Customer's endpoint devices and its network in accordance with Vodafone's instructions and to remove the devices or software at the end of the engagement.</li></ul></li><li>○ If using Endgame, Customer shall acknowledge and agree that use of Endgame software/products ("<b>Endgame</b>") as part of the Service are subject to the additional terms and conditions set forth in Appendix 1. Customer acknowledges that the Vodafone data collection tool, to the extent Vodafone provides such tool for use in data collection, includes open source software (OSQuery) and Customer's licenses to such is subject also to the applicable OSS license located at OSQuery.</li><li>○ Customer will ensure that each network, device or endpoint included in the target scope or otherwise identified by Vodafone is made available for the software installation, is connected to Customer's network at the time of installation, and has the software properly installed.</li></ul></li><li>● Where Vodafone determines that a particular third-party software is not suitable for the purposes of the Service, Vodafone may use an alternative technology or method where available, with the Customer's consent.</li><li>● The Customer Dependencies for Vodafone's response to a Customer's cyber incident, which shall be provided by Customer during the initial triage call, are as follows:<ul style="list-style-type: none"><li>○ Customer shall provide the contact details of Customer's point of contact to initiate the Incident Response; and</li><li>○ Customer shall provide remote access to Customer's Environment and Customer's support staff for deploying Vodafone (or third party) incident response tools.</li></ul></li></ul>
------------------------------	--



	<ul style="list-style-type: none"> <li>• The Customer shall notify Vodafone of any applicable export control requirements related to Customer Property made available to Vodafone, and shall provide all assistance that Vodafone reasonably requires in order to obtain any required licenses with respect to such Customer Property to comply with International Trade Control Laws.</li> <li>• Customer remains responsible for supervision and performance of other contractors, vendors or third parties engaged by Customer.</li> <li>• Any hardware or software provided by Vodafone for installation on Customer Property remains the property of Vodafone or its licensors. Customer will not have access to such hardware or software. Customer shall not use, copy, modify, or distribute the hardware or software and may not reverse assemble, reverse engineer, reverse compile, or otherwise translate such hardware or software in any manner except to the extent that applicable law specifically prohibits such restrictions. All such hardware or software must be removed at the end of a Service. If using Endgame, Customer acknowledges and agrees that use of Endgame software/products (“<b>Endgame</b>”) as part of the Service are subject to the additional terms and conditions set forth in Appendix 1.</li> <li>• The Customer, and its respective personnel or contractors shall not interfere with or damage any hardware or software installed on Customer’s network or endpoint devices for purposes of the Service, or otherwise attempt to compromise such hardware or software. Vodafone may remove, or request Customer to promptly have returned, any physical devices installed on Customer’s premises, systems or networks, or any software in the Customer devices (including Customer devices not connected to the Customer’s network at the conclusion of the Service).</li> <li>• The Customer agrees that any software 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, (ii) affect preferences or data stored on the device, and (iii) collect Personal Data that may be present on the device. Customer may withdraw consent in respect of the installation of such software at any time by contacting Vodafone.</li> </ul>
<p><b>General Assumptions &amp; Dependencies</b></p>	<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 retainer 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> <li>• return control of a Customer or third party system where unauthorized access or control has occurred; or</li> <li>• 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.</li> </ul> </li> <li>• 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.</li> <li>• 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 “<b>Customer Damage</b>” and together the “<b>Customer Damages</b>”) 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.</li> <li>• 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,</li> </ul>

# Service Specific Terms

## Breach Response & Forensics Service

Vodafone Business Customers



	<p>“<b>Vodafone Insights Data</b>”), 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.</p> <ul style="list-style-type: none"><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 tort 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 (“<b>Customer Consent</b>”) 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, “<b>System</b>” 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 Consent.</li><li>• Customer agrees to indemnify Vodafone on an unlimited basis to the extent the Customer fails to provide and maintain the Customer Consents.</li><li>• 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).</li></ul>
<p><b>Materials and Software</b></p>	<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>



<p><b>Acceptance Testing</b></p>	<p>There is no acceptance testing applicable to this SOW unless specifically mentioned in the “Project and Services” section.</p>
<p><b>Expenses</b></p>	<p>Where a physical presence at a Customer site is required for an Incident Response (“<b>Onsite Response</b>”) as agreed between Vodafone and the Customer as part of the triage call set out in the Service Methodology section above, Vodafone will seek to use local resources (resource already based in the Customer’s country) but where this is not possible then resource from another country will be deployed. An Onsite Response is subject to the Customer Authorised Personnel agreeing, in writing to Vodafone, to pay all travel and expenses incurred by Vodafone to support the Onsite Response (“<b>Onsite Response Expenses</b>”).</p> <p>Vodafone will maintain and provide evidence of all Onsite Response Expenses incurred and provide to Customer where requested.</p> <p>Should the total amount of the Onsite Response Expenses for any one Onsite Response exceed, or are likely to exceed, the equivalent of five thousand Euros (€5,000), Vodafone will seek pre-approval in writing from the Customer.</p> <p>Vodafone will invoice the Customer the total value of the Onsite Response Expenses in the month following the completion of the Onsite Response.</p>
<p><b>Out of scope statement</b></p>	<p>The following are not in scope for the Service:</p> <ul style="list-style-type: none"> <li>• any provision of expert testimony or litigation assistance or support services;</li> <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 forensic data collection from Customer employee-owned personal mobile phones, tablets or e-readers. For the avoidance of doubt, Customer-owned business mobile phones, tablets or e-readers will be included within the Service;</li> <li>• any implementation of a Remediation Plan and any post-implementation monitoring of Customer systems and networks. Any such services will be subject to a separate contract to be agreed in writing between Vodafone and Customer; and</li> <li>• any improvement of any Customer tool.</li> </ul> <p>Except for any required Onsite Responses, the services detailed in this SOW shall be provided remotely and constitute Vodafone’s complete scope of work. All other services are out of scope.</p>
<p><b>Data Protection</b></p>	<ol style="list-style-type: none"> <li>1. Where Vodafone processes Personal Data, the relevant section of the clause headed “Data” of the Professional Services General Terms shall apply.</li> <li>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"> <li>1. Deliverable 1: Periodic Status Report;</li> <li>2. Deliverable 2: Remediation Plan;</li> <li>3. Deliverable 3: Incident Response Report; and</li> <li>4. Deliverable 4: Explanatory Presentation</li> </ol> <p>(the “<b>Processor Services</b>”).</p> </li> </ol> <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</p>

# Service Specific Terms

## Breach Response & Forensics Service

Vodafone Business Customers



	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.
<b>Payment Card Industry</b>	Vodafone does not warrant that the Service will be payment card industry (“ <b>PCI</b> ”) requirements Compliant or that the Service will enable Customer to be compliant with Applicable Privacy Law.

# Service Specific Terms

## Breach Response & Forensics Service

Vodafone Business Customers



### 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 12 months thereafter. There shall be no Renewal Term.  In the event the applicable Service is not completed on or before the expiry of the Minimum Term, Vodafone will notify Customer via email or other written notice, and, if applicable, the Minimum Term will be extended automatically until such time the specific Incident Response is closed. This is in place to avoid ceasing the Service while the Incident Response is ongoing.
<b>Agreement Start Date</b>	The date of the Customer's acceptance of the terms of this Agreement.

# Service Specific Terms

## Breach Response & Forensics Service

Vodafone Business Customers



### 4. Charges

<b>Charges</b>	<p>The Charges shall be set out in the Order and shall be exclusive of VAT at the prevailing rate.</p> <p><b><u>Tier 1</u></b></p> <p>Where Customer has procured the Service pursuant to Tier 1 and the 80 retainer hours are completely used by Customer before expiry of the Minimum Term, any other breach response and forensic services provided during the Minimum Term shall be charged to Customer at the Tier 2 Hourly Rate.</p> <p><b><u>Tier 2</u></b></p> <p>Where Customer has procured the Service pursuant to Tier 2, any breach response and forensic services provided during the Minimum Term shall be charged at the Tier 2 Hourly Rate.</p>
<b>Invoice</b>	<p>Charges shall be invoiced as follows:</p> <p><b><u>Tier 1</u></b></p> <p>Where Customer has procured the Service pursuant to Tier 1, the 80 retainer hours shall be invoiced to Customer following the Agreement Start Date. Any other breach responses and forensic services provided during the Minimum Term, but outside of the 80 retainer hours, shall be invoiced as and when those services are provided.</p> <p><b><u>Tier 2</u></b></p> <p>If Customer has procured the Service pursuant to Tier 2, any breach response and forensic services provided during the Minimum Term shall be invoiced as and when those services are provided.</p> <p><b><u>Expenses</u></b></p> <p>Where an Onsite Response is required, the total value of the Onsite Response Expenses shall be invoiced to the Customer in the month following the completion of the Onsite Response.</p>

# Definitions

## Breach Response & Forensics 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:

<b>Customer Authorised Personnel</b>	means Customer's personnel and/or Customer's legal counsel.
<b>Customer Data</b>	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.
<b>Customer Property</b>	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.
<b>Environment</b>	means network connected devices such as servers, workstations, printers, scanners, phones, routers, switches, hypervisors, wireless devices and others. Environment does not include software applications.
<b>Explanatory Presentation</b>	means the one-off sixty (60) minute presentation provided by Vodafone to Customer, explaining the findings of the Incident Response Report.
<b>Good Industry Practice</b>	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.
<b>Group Company</b>	means an Vodafone Group Company or a company or corporation within Vodafone Group (as the case may be).
<b>Incident Response</b>	means a one-off engagement for the performance of the Service in order to guide the Customer through a cyber incident, the scope of which is agreed with Customer in accordance with the Service Methodology section above.
<b>International Trade Control Laws</b>	means all export control and economic sanctions laws applicable to the relevant Party's performance under this Agreement, including the use and transfer of any products, software, technology or services subject to this Agreement.
<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>Remediation Plan</b>	means the part of the Incident Response Report that documents recommended actions for attempting to remove identified malicious actors, as well as artefacts, from Customer systems.
<b>Service Commencement Date</b>	the date as agreed between the parties for the Service to commence.
<b>Tier 2 Hourly Rate</b>	means the hourly rate of £610.00 (exc. VAT).
<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;.
<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:  (a) the issued share capital; or  (b) the ownership interests or units issued by such partnership or unincorporated association.



### **APPENDIX 1: Endgame Software Additional Terms**

In addition to the terms of the SoW, the Customer agrees to the following terms in the event that Vodafone installs Endgame Software on Customer's system in connection with the Service:

1. Customer will prohibit its Employees or contractors from accessing the Endgame Software.
2. The Endgame Software is provided as only a limited, personal, non-transferable, and non-exclusive right to use the Endgame Software as provided.
3. The Endgame Software is licensed, not sold, and title to and ownership of the Endgame Software and any portion thereof remain with Vodafone or its licensors.
4. Vodafone and its licensors provide the Endgame Software "as is" and disclaim all express and implied warranties with respect to such Endgame Software including any implied warranties of merchantability, fitness for purposes or title.
5. Notwithstanding anything to the contrary, Vodafone and its licensors will not be responsible for any direct, special, indirect, exemplary, incidental or consequential damages with respect to the Endgame Software.
6. Endgame is a third-party beneficiary of this Schedule.
7. The Endgame Software will be treated as "commercial computer software" and "commercial computer software documentation", developed entirely at private expense, under any applicable governmental laws, regulation or rules and is otherwise provided to the government with the restricted rights and provided subject to the terms of such written agreement.
8. Customer may not:
  - (a) Copy the Endgame Software, except as reasonably necessary for back-up or archival purposes;
  - (b) further distribute or transfer the Endgame Software to any third party;
  - (c) modify the Endgame Software;
  - (d) reverse engineer, decompile or disassemble or otherwise attempt to derive the source code from the Endgame Software, in whole or in part; or
  - (e) export the Endgame Software or any underlying technology in contravention of any applicable or foreign export laws and regulations.