Commercial Terms

Managed Detection and Response Service

Vodafone Business Customers

1. Term and Commitment

1.1 **Commercial Commitment:** Vodafone's offer is based on Customer using the Service for the Minimum Term:

(a) the Order will set out the Minimum Term and edition of the Service; and

(b) at the expiry of the Minimum Term, Vodafone shall stop providing the Service and the Agreement shall terminate.

1.2 **Service Edition:** The Service can be purchased by Customer in either:

(a) 50 Node increments (with a minimum order of 250 Nodes and a maximum order of 2,500 Nodes); or

(b) 500 Node increments (with a minimum order of 3,000 Nodes and a maximum order of 12,000 Nodes).

1.3 **Service Commencement Date:** The date that the Service is first provided by Vodafone under this Agreement.

1.4 **Renewal Term:** there shall be no Renewal Term.

1.5 **Recovery Charge:** If the Service is terminated prior to the end of the Minimum Term the Customer shall pay the Recovery Charge as set out below to Vodafone:

(a) If Customer terminates the Service after acceptance of an Order, the Recovery Charge equals:

100% of Recurring Charges for the terminated Service x the number of whole and partial months remaining in the Minimum Term from the date of termination.

2. Charges

(a) The Charges shall be as set out in the Order and shall be exclusive of VAT at the prevailing rate.

Service Specific Terms

Managed Detection and Response Service

Vodafone Business Customers

1. The Service – Overview

1.1 The Vodafone Managed Detection and Response service (the "**MDR Service**") is a fully managed service providing a 24x7 real-time security monitoring, analysis and reporting and early warning intelligence of any security threats to the Customer's Environment. The MDR Service aims to proactively find, avoid or mitigate Cyber-Attacks and malicious activity before they cause material business impact to the Customer. The term "Service" or "Services" in these Service Specific Terms means the MDR Service.

1.2 The Service is executed through the deployment of the Log Collection Platform on the Customer's Environment which then collects and compresses the Security Data. The Security Data is then securely delivered to the MDR Environment where it is stored, analysed and correlated by Vodafone for the Customer to then view in the MDR Portal. Where applicable, recommendations are made to the Customer in reports and the findings are listed in a recommended priority order.

2. Service Terms Structure

2.1 These Service Specific Terms include:

(a) the service specification, which sets out a description of the Service, may be updated from time to time and is made available at www.vodafone.co.uk/cloudservices/ (the "**Service Specification**");

2.2 The following documents further govern Vodafone's supply of the Service and form part of the Agreement:

(a) the Commercial Terms;

(b) the Order, which sets out the Service Elements selected by/for Customer;

(c) the Vodafone Business Marketplace Service Specific Terms (the **"VBM Service Terms"**) available at www.vodafone.co.uk/cloudservices/;

(d) the General Terms available at www.vodafone.co.uk/terms;

(e) the Service Specification;

(f) any other documents referenced as incorporated in these Service Specific Terms; and

(g) any applicable policies and guidelines, as provided from time to time by Vodafone.

2.3 These documents apply in the order of precedence set out in the General Terms, save that the VBM Service Terms shall take precedence over the General Terms and all documents expressed to be of lesser precedence in the General Terms.

3. The Service

3.1 **Service Elements**: The Service shall comprise of the Core Service Elements as set out in the Order. The Service Specification summarises the different editions of the Service available.

3.2 **Service Levels**: The Service Levels set out the standards that will be applied to the provision of the Service.

3.3 **Vodafone Business Marketplace** (the **"VBM"**)**:** The Service is made available to purchase through the VBM. The VBM Service Terms apply to the extent of the Customer's use of the VBM website. In the event of any conflict between the VBM Service Terms and the MDR Service Terms, then the MDR Service Terms shall take precedence. The Customer accepts that certain features and functionality detailed in the VBM Service Terms may be limited or not apply to the Service, including but not limited to the applicability of Charges and Subscription periods.

4. Service Specific Conditions of Use

4.1 Customer may use the Service only in accordance with the terms and obligations:

(a) as indicated in the Order; and

(b) as defined in the Agreement.

4.2 Vodafone shall only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the responsibilities set out in the Agreement, Vodafone's performance of the Service may be delayed, impaired or prevented.

4.3 **Adequate Customer Personnel:** Customer must provide adequate personnel to assist Vodafone in delivery of the Service, upon reasonable request by Vodafone.

4.4 **Device Registration:** Customer must provide all technical and license information for each firewall, server, intrusion detection device, or other hardware or software (each, a **"Device"**) reasonably requested by Vodafone, prior to such Device being recognized by and connected to the Service (**"Device Registration"**). Customer acknowledges and agrees that the Minimum Term will expire upon the last day of the Minimum Term, even if no Devices undergo Device Registration or receive the Service during the Minimum Term.

4.5 **Reasonable Assistance:** Customer must provide reasonable assistance to Vodafone, including, but not limited to, providing all technical and license information related to the Service reasonably requested by Vodafone, and to enable Vodafone to perform the Service. For management services, Customer must provide Vodafone remote access to the managed Device(s) and necessary administrative credentials to enable Vodafone to perform the Service.

4.6 **Use of Log Collection Platform:** For monitoring services, Customer may be required to successfully install the Log Collection Platform image within the Customer's Environment, and establish the necessary network access to allow the MDR Portal to remotely manage the Log Collection Platform, and to allow the collector to extract Security Data of the Device(s) and transport such Security Data back to the MDR Environment. The Log Collection Platform must be a supported version as specified in the Supported Product List available on the MDR Portal. Customer must provide all required hardware or virtual machines necessary for the Log Collection Platform and enable access to such hardware or virtual machines by Vodafone (as specified in the Operations Manual). In addition, for select logging technologies (as specified in the Supported Product List), Customer may also be required to install collectors on customer provided systems other than the Log Collection Platform and enable access to/from the Log Collection Platform. Customer understands that Vodafone must have access to Security Data of the Device(s) in a format that is compatible with Vodafone's collectors and in some cases this may require configuration changes to Device(s). Customer agrees to make any necessary changes to the configuration of the Device(s), as requested by Vodafone, to conform with the supported format.

4.7 **Accurate Information:** Customer must provide Vodafone with accurate and up-to-date information, including, the name, email, landline, mobile, and pager numbers for all designated, authorized points of contact who will be provided access to the MDR Portal. Customer must provide the name, email, and phone numbers for all shipping, installation and security points of contact

4.8 **Customer's Outage:** Customer must, within the MDR Portal, provide Vodafone with at least twelve (12) hours' notice in advance of any scheduled outage (maintenance), network, or system administration activity that would affect Vodafone's ability to perform the Service.

4.9 **Daily Service Summary:** Customer must review the Daily Service Summary to understand the current status of Service(s) delivered and actively work with Vodafone to resolve any tickets requiring Customer input or action.

4.10 **Customer Software and Hardware:** It is Customer's sole responsibility to maintain current maintenance and technical support contracts with Customer's software and hardware vendors for any Device(s) affected by the Service. Customer must ensure any Device receiving the Service conforms to the version requirements stated in the Supported Product List. It is Customer's responsibility to interact with Device(s) manufacturers and vendors to ensure that the Device(s) are scoped and implemented in accordance with manufacturer's suggested standards. Customer is also responsible for interactions with Device(s) manufacturers or vendors regarding the resolution of any issues related to Device(s) scoping, feature limitations or performance issues. Customer is responsible for remediation and resolution of changes to Device(s) which negatively impact the Service or the functionality, health, stability, or performance of Device(s).

4.11 **Consent and Authorization:** Customer acknowledges, understands and agrees that unauthorized access to computer systems or data or intrusion into hosts and network access points may be prohibited by Applicable Law. Customer is: explicitly confirming to Vodafone that it has obtained all applicable consents and authority

for Vodafone to deliver the Service; and (ii) giving Vodafone explicit permission to perform the Service and to access and process any and all Customer Data related to the Service, including without limitation, if applicable, consent to analyze host forensics including but not limited to, memory, disk, logs, data, network traffic in real time to detect evidence of known malicious communication patterns and traffic containing unrecognized malicious code (malware), connect to Customer's computer network, archive and retain all host forensics data including but not limited to, memory, disk, logs, data, network traffic captured as part of Services (including to store any malware and metadata supplied by Customer, or anyone else working with or for Customer), and (iii) representing that such access and processing by Vodafone does not violate any applicable law or any obligation Customer owes to a third party; and (iv) accepting sole responsibility and liability with respect to engagement of such Service. Accordingly, Customer warrants and represents that it is the owner or licensee of any network, systems, IP addresses software, appliances, code, templates, tools, policies, records, working papers, data and/or computers upon which Vodafone performs the Service (**"Customer Systems"**), which may be visible as Customer Data in connection with the Service, and that Customer is authorized to instruct Vodafone to perform the Service on such Customer Systems. Customer shall fully indemnify and hold harmless Vodafone for any claims by any third parties related to the Service.

4.12 **Third Party Provider Terms:** Customer is responsible for complying with the Third Party Provider terms listed at Appendix A and Appendix B.

4.13 **Reporting:** Customer acknowledges and agrees that in the course of delivering the Service, Vodafone may become aware of issues such as data breaches, network intrusions, or the presence of malware, and that such issues may give rise to regulatory reporting obligations which Customer is subject to in one of more territories in which Customer operates. Accordingly, Customer shall remain solely responsible for all such reporting requirements and Vodafone shall have no liability in this regard whatsoever.

4.14 Customer will be responsible for the Customer obligations described in the Appendix 1: MSS Offerings Chart and the Operations Manual.

4.15 **Supported Product List:** If the Supported Product List indicates a Device can only be supported at a lower level of Service than what was purchased, Customer shall instead receive that supported level of Service and not the level of service purchased.

4.16 **Log Collection Platform Software:**

(a) The Service includes the Log Collection Platform Software as a service component. Customer's use of the Log Collection Platform Software is governed by the Agreement and the following additional terms:

(i) subject to Customer's compliance with the Agreement and during the Term of the Agreement, Vodafone grants to Customer a non-exclusive, non-transferable right to install the Log Collection Platform Software in Customer's Environment, and, additionally, the right to make a single uninstalled copy of the Log Collection Platform Software for archival purposes which Customer may use and install for disaster-recovery purposes (i.e. where the primary installation of the Log Collection Platform Software becomes unavailable for use);

(ii) Customer may not, without Vodafone's prior written consent, use, copy, publish, distribute, modify, reverse engineer, disassemble, decompile, sublicense, assign, or otherwise transfer the Log Collection Platform Software;

(iii) the Log Collection Platform Software is provided for the Term of the Agreement; Customer's rights to the Log Collection Platform Software shall end at the termination of the Agreement, at which time, Customer shall immediately stop using and destroy all copies of the Log Collection Platform Software.

4.17 **Termination:** In addition to the termination rights set out in the General Terms, Vodafone shall be entitled to terminate the Service upon 30 days written notice to Customer where Vodafone's agreement with the Third Party Provider has terminated.

4.18 **The Operations Manual:** The Operations Manual available on the MDR Portal, provides further description of the Service and details additional Customer responsibilities which may be applicable to the Service. Vodafone will use commercially reasonable efforts to give Customer thirty (30) days' notice through the Portal of any material change to the Operations Manual.

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

5. General Assumptions and Dependencies

5.1 There will be no changes to the scope of the Service set out in these Service Specific Terms.

5.2 The Service is not warranted to:

(a) detect or identify all security or network threats to, or vulnerabilities of Customer's networks or other facilities, assets, or operations;

(b) prevent intrusions into or any damage to Customer's networks or other facilities, assets, or operations;

(c) return control of a Customer or third party system where unauthorized access or control has occurred; or

(d) 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.

5.3 Customer must promptly notify Vodafone of any changes to information, provided by Customer to Vodafone, in relation to the Service.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 Customer agrees to indemnify Vodafone on an unlimited basis to the extent the Customer fails to provide and maintain the Customer Consents.

5.12 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).

6. Use Model

6.1 Use of the Service is limited to the Enterprise Wide Model.

6.2 **Customer Nodes:** Customer represents and warrants that the edition of the Service purchased by Customer reflects the total number of Nodes owned or used by Customer at the time of purchase, regardless of whether each such Node directly interacts with or is protected by the Service (**"Node Count"**). The Customer is entitled to receive the Service for an unlimited quantity of Devices owned or used by the Customer, subject always to the Customer's Node Count Compliance as set forth below and each such Device conforming to the version requirements stated in the Supported Product List.

6.3 **Node Count Compliance:** If, during the Minimum Term, Customer's applicable Node Count increases by more than five percent (5%) over the Node Count associated with the edition of the Service purchased by Customer, then Customer agrees to promptly, but no later than thirty (30) days following the increase in Node Count, purchase an edition of the Service which covers the additional Nodes, in order to enable compliance with the expanded Node Count. Vodafone may, at its discretion, but no more than once every twelve (12) months, request Customer to validate the Customer's Node Count to Vodafone in writing.

7. Data Protection

7.1 Where the 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.

7.2 Vodafone shall act as Data Controller save:

(a) in respect of the Log Collection Platform Software; and

(b) in respect of the MDR Portal;

(together the **"Processor Services"**).

7.3 Vodafone shall act as Data Processor in respect of the Processor Services. It is acknowledged and agreed that the Data Protection clause in the Third Party Provider Terms in Appendix A (the "**Appendix A Data Protection Clause"**) shall not apply to the Processor Services and the applicable terms shall be the remainder of this clause 7 (for the avoidance of doubt clauses 7.4 to 7.8) in respect of the Processor Services.

7.4 Vodafone (and its subcontractors):

(a) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.

(b) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.

(c) may engage another processor (a **"Sub-Processor"**) to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (i) providing at least ten (10) Working Days' prior notice, or (ii) listing the new or replacement Sub-Processor on www.vodafone.co.uk and/or at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.

(d) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.

(e) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.

(f) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies and/or based on ISO 27001;

(g) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

7.5 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 7.5 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this clause.

7.6 **Transfer of User Personal Data out of the UK and EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by

Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.

7.7 **Law enforcement authorities:** Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.

7.8 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law

8. Delivery

8.1 Vodafone will make the Service available to Customer on the Service Commencement Date.

9. Out of Scope Activity

9.1 Anything not specifically described in these Service Specific Terms is out of scope and is not included in the Service. Customer acknowledges, understands and agrees that Vodafone does not guarantee or otherwise warrant that the Service, or Vodafone's recommendations and plans made by Vodafone as a result of that Service, will result in the identification, detection, containment, eradication of, or recovery from all of Customer's system threats, vulnerabilities, malware, malicious software, or other malicious threats. Customer agrees not to represent to anyone that Vodafone has provided such a guarantee or warranty.

9.2 **Litigation Support Services:**

(a) The following services (**"Litigation Support Services"**) are explicitly excluded from the Service provided:

(i) Depositions, fact witness testimony, expert witness testimony, affidavits, declarations, expert reports;

(ii) Responding to discovery requests, subpoenas;

(iii) eDiscovery services; or

(iv) other forms of litigation support or participation in any legal proceeding relating to the subject matter of the engagement (including those involving a governmental entity).

(b) Although the parties acknowledge that the Service may be sought by Customer at the direction of Customer's legal counsel, it is neither Vodafone's nor Customer's intention for Vodafone to perform Litigation Support Services. If, however, Vodafone is later compelled to perform any Litigation Support Services, Customer agrees that the following would apply to those Litigation Support Services, regardless of whether such Litigation Support Services are sought directly by Customer or by a third party, and notwithstanding any conflict with other terms:

(i) the then-current hourly rate would apply for all Vodafone personnel who perform any Litigation Support Services. Litigation Support Services are provided on a time and materials basis, since the actual time required to complete Litigation Support Services may vary;

(ii) the parties will work in good faith to document the terms in this "Litigation Support Services" section as well as any additional necessary terms and conditions in a separate agreement at such time as the need for Litigation Support Services should occur;

(iii) Customer will fully indemnify and reimburse Vodafone for all losses, damages, liabilities, expenses, costs, and fees (including reasonable attorney's fees) and for Vodafone personnel time (at the hourly rate listed above for Litigation Support Services) incurred in connection with any

allegation, claim, demand, subpoena, or legal proceeding (including those involving a governmental entity) arising from any incident for which Customer has engaged Vodafone to provide the Service, regardless of fault; and

this "Litigation Support Services" Section will survive termination or expiration of the Agreement.

Definitions

Managed Detection and Response Service

Vodafone Business Customers

1. Definitions

1.1 The following definitions are applicable to the Service

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 Service.
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.
Cyber-Attack	means an attempt to expose, alter, disable, destroy, steal or gain information through unauthorized access to computer information systems, infrastructures, computer networks, or personal computer devices.
Daily Service Summary	means a daily summary of information, such as Vodafone recommendations and open tickets requiring Customer input or action, which is made available to Customer on the MDR Portal.
Deliverables	means any deliverable, process or document to be provided by Vodafone in accordance with these Service Terms or Extra Service Terms.
Endpoint	means the Customer's computers or laptops that host any one of Windows, Mac or Linux Operating systems (irrespective of the hardware used and the hosting location).
Environment	means the Customer's relevant security controls, network infrastructure, and endpoints.
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 a company or corporation within Vodafone Group (as the case may be).
Incident	an unplanned interruption to the Service, a reduction in the quality of a Service, or a failure of a Service configuration item and excludes Emergency Maintenance.
Log Collection Platform	means the software and hardware that collects and/or stores Security Data from Devices and sends the Security Data to the MDR Environment for retention and/or security analysis.

Definitions

Managed Detection and Response Service

Vodafone Business Customers

MDR Environment	means the encrypted file repository hosted in the MDR Platform containing the Security Data collected for the purpose of carrying out the Service.
MDR Portal	means the secure web portal used to provide a view of current threats and attacks, as well as information pertaining to the Customer's security posture. The MDR Portal also provides access to event analysis, recommendations, and reports. The MDR Portal is made available to Customer for use during the Minimum Term.
Node	means a virtual or physical unique network address, such as an Internet protocol address.
Operations Manual	means the operations manual providing further information on the Service and made available to the Customer on the MDR Portal.
Security Data	means the security event log data and information actually collected from the Customer's Environment and ingested into the MDR Environment.
Service Commencement Date	means the date, agreed between the parties, for the Service to commence.
Service Level(s)	the service levels that apply to the provision of the Service as set out in these Service Terms.
Supported Product List ("SPL")	means the document, available to Customer on the MDR Portal, that describes the supported versions of the Device(s) that may receive the Service.
Vodafone Business Marketplace ("VBM")	means the platform set out at https://marketplace.vodafone.co.uk/home.
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 the ownership interests or units issued by such partnership or unincorporated association

Service Levels

Managed Detection and Response Service

Vodafone Business Customers

1. Support Services

1.1 **Support Service**: Vodafone will provide Customer with support service for the Service Elements ordered by Customer. The Appendix 1: MSS Offerings Chart details the SLAs applicable for the Service.

1.2 **Support Parameters**: Support service is available in English only.

1.3 **Service Credits:** there shall be no service credits applicable to the Service.

1.4 **Device Registration**:

(a) The Customer Responsibilities set out in these Service Specific Terms must be met for Device(s) prior to Device Registration (**"Registration Requirements"**).

(b) Vodafone will register each Device(s) upon the last of the following:

(i) fifteen (15) business days after completion of the Registration Requirements;

(ii) upon the Service Commencement Date; or

(iii) in accordance with the registration date or timeline identified in a mutually agreed upon deployment schedule. A deployment schedule created by Vodafone may be required, in Vodafone's sole discretion, in the event that the Service requires registration of ten (10) or more Device(s).

1.5 **Severe Event Notification:** Vodafone will initiate contact to notify Customer of Emergency and Critical incidents (as defined in the Operations Manual) within the specified Severe Event Notification Time identified in the MSS Offerings Chart, once the determination that an Emergency and Critical incident has occurred (as specified in the Operations Manual).

1.6 **MDR Infrastructure Up-Time:** MDR data storage, MDR log analysis processing, any Hosted Management Consoles, the MDR Portal, and SOC customer communication methods (i.e., phone, email, the Portal) (together, the **"MDR Infrastructure"**) shall be available in accordance with the MDR Infrastructure Up-time Percentage identified in the MSS Offerings Chart, for each calendar month during the Term (excluding scheduled outage, hardware/software failures, failures resulting from changes made by Customer, and circumstances beyond MDR control, as further described in the Operations Manual).

Appendix A

Managed Detection and Response Service

Vodafone Business Customers

1. Appendix A

[Appendix A available at www.vodafone.co.uk/cloudservices/]

Appendix B

Managed Detection and Response Service

Vodafone Business Customers

1. Appendix B

[Appendix B available at www.vodafone.co.uk/cloudservices/]

Appendix C

Managed Detection and Response Service

Vodafone Business Customers

1. APPENDIX C: MSS OFFERINGS CHARTS

	Managed Detection and Response Services
Service Level Agreement Metrics	
Device Registration	As described in the Service Level agreement section
Severe Event Notification Time	10 minutes
MDR Infrastructure Up-Time Percentage	99.90%
Monthly Reporting Time	by 5th Working Day
Log Retention (duration @ MDR during Services Term only):	
Online Portal access to logs	12 months[1]
Online Incident Data Retention	Service Term
Security Incident Analysis	
Log/Alert data collection, aggregation, and normalization	X
Logs available for MDR Analyst inspection	X[2]
Feature	
Analyze security data and customer context in an effort to detect the following signs of malicious activity, as applicable based on the log output received from the monitored Device(s): • firewall port scans and brute force threshold exceptions •host and network intrusions or suspect traffic •connections to backdoors and Trojans •events detected by endpoint security solutions • internal systems attacking other internal systems • connect to/from customer-specified bad/blocked URLs • connections to malicious URLs (identified through parsing of web proxy data) Emerging Threats (as defined by the Operations Manual)	X
Analyze security data and customer context in an effort to detect the following signs of malicious activity, as applicable based on the log output received from the monitored Device(s): • threats that connect to/from IP addresses or URLs that	X

are identified by Accenture's threat intelligence capability as malicious. anomalous traffic to/from an IP address within a registered network	
Vulnerability Data Correlation Integration provides the ability to ingest output from customer's vulnerability scanning to provide additional context for the Services	X
Validate, assess and prioritize impact of Incident to Enterprise in accordance with processes described in the Operations Manual	X
Security Incident Escalation	
Method of Notification of Security Incidents:	
Voice (as defined in the Operations Manual), Portal, Email (per Incident or Digest)	X
Method of Notification of Outage Incidents:	
Voice (as defined in the Operations Manual), Portal, Email (per Incident or Digest)	X
General Service Features	
Detection and response capability updated for emerging threats	X
Daily Service Summary delivered by e-mail	X
Log/device unavailability alerting and notification[3]	X
Online logs may be queried by customer via the Portal	X
Compliance reporting available on the Portal	X

1 Subject to Runaway Device limits per the Operations Manual.

2 Log Retention alone performs no security analysis. However, the retained log data is automatically associated with security incidents generated by other devices under Security Monitoring service(s) and is available for MDR analyst inspection.

3 Notification of outage incidents for the HIPS/HIDS and Endpoint monitoring technologies shall apply to Manager/Management consoles only. Notification of outage incidents for all other technologies registered in netblock ranges shall be based on outage monitoring of the netblock range, Log Collection Platform, or Remote Importer.