

JISC CYBER SECURITY THREAT MONITORING SERVICE TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Terms, the following words will have the following meanings:

Affiliate	in relation to each party, means and includes each parent undertaking and each subsidiary undertaking of such parent undertaking, in each case as the terms subsidiary undertaking and parent undertaking are defined in Section 1162 of the Companies Act 2006;
Applicable Law	means all applicable laws, statutes, regulations, decree directives, legislative enactments, orders, binding decisions of a competent Court or Tribunal, rule, regulatory policies, guidelines, codes, other binding restriction, regulatory permits and licences applicable under law which are in force from time to time during the term of this Contract to which a party and/or any Processing of Personal Data is subject from time to time;
ASC	the additional Services confirmation provided by JSL under Clause 2.3;
Anti-Slavery Policy	Jisc's anti-slavery policy which can be found at https://www.jisc.ac.uk/about/corporate/slavery-and-human-trafficking-statement ;
Bribery Legislation	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the Bribery Legislation;
Business Day	a day (other than a weekend or public holiday) when banks in London are open;
Capacity	The measurement of usage of a Service that is purchased for such

Service, as set out in the applicable Quote;

Client	the purchaser of the Services as identified on the Quote;
Client Content	any data that is ingested by the Client into the Services;
Client Environment	the description of the Client's IT infrastructure and environment as identified in the Quote (as updated from time to time under Clause 6.1.3);
Charges	the Charges in respect of the Services as set out in the Quote, as varied from time to time in accordance with Clause 8.6;
Confidential Information	any and all information (however it is conveyed) disclosed in connection with the Contract, whether before, on or after the Start Date, where the information: (a) is clearly identified as "confidential" at the time of disclosure (whether or not it is marked as confidential or with similar protective marking) or (b) which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure, together with any information derived from any of the information referred to in paragraph (a) or (b) above;
Contract	the Quote, these Terms and any Schedules;
Deliverable	any report or other output generated in the course of the Services and made available to the Client as part of the Services;
Effective Date	the date of the Quote;
Environmental Information Regulations	the Environmental Information Regulations 2004 (or the Environmental Information (Scotland) Regulations 2004) (as the case may be);

FOIA	the Freedom of Information Act 2000 or the Freedom of Information Scotland Act 2002 (as the case may be) and any subordinate legislation made under that Act from time to time;	PCI Data	credit card information within the scope of the Payment Card Industry Data Security Standard;
Force Majeure Event	any cause beyond a party's reasonable control affecting the performance of its obligations under the Contract;	Quote	the JSL quote form to which these Terms are attached and under which these Terms are incorporated by reference, as may be supplemented from time to time under Clause 2.4 which is accepted by the Client by submitting a purchase order;
Information	has the meaning given to "information" by the FOIA or the meaning given to "environmental information" by the Environmental Information Regulations (as the case may be);	Renewal Period	in respect of the Services, the same period of 12 months commencing on the anniversary of the Start Date;
Initial Term	the 12 month period from the Start Date;	Services	the Cyber Security Threat Monitoring Services identified as being ordered by the Client in the Quote and/or any further services as may be subsequently included under Clause 2.4;
Janet Network	the high speed communications network operated by JSL as described at www.jisc.ac.uk/janet ;	Schedule	any schedule to this Contract;
JSL	Jisc Services Limited, a company limited by guarantee (company number 02881024) (or any successor body thereto);	Special Condition	any of the special conditions contained in the Quote;
Intellectual Property Rights	any patent, trade mark, service mark, registered design, copyright, design right, database right, rights protecting confidential information, any applications for or rights to apply for any of the above and any other intellectual property right recognised in any part of the world, whether or not now existing or applied for, and all accrued rights of action in respect of any such rights;	Start Date	in respect of any of the Services, the Start Date is the date the Services are made live. The Start Date will be confirmed by email on the next working day.
Modern Slavery Legislation	the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with all applicable anti-slavery and human trafficking laws, statutes, regulations, guidance or codes of practice issued by the relevant government department;	Subscription Period	in respect of the Services, the period of 12 months commencing on the Start Date and then any Renewal Period, subject to earlier termination in accordance with these Terms;
		Terms	these terms and conditions for the Services, as amended or supplemented by any Special Conditions;
		User	any individual using the Client Environment to access or manage the internet or data; and
		Year	means each 12 month period commencing on the Start Date or the anniversary of that date (in the case of subsequent Years).

- 1.2. In the event of any conflict, inconsistency or contradiction between any of the component documents comprising this Contract, then the following order of precedence will apply (highest to lowest):

- 1.2.1. the Quote;
- 1.2.2. these Terms; and
- 1.2.3. the Schedule.

2. APPLICATION OF THESE TERMS

- 2.1. The Contract will be formed by the Client issuing to JSL a valid purchase order accepting the Quote. These Terms contain the only conditions under which JSL will provide any of the Services to the Client and will govern this Contract to the exclusion of all other terms and conditions (including any terms and conditions included on any purchase order provided by the Client).
- 2.2. The Quote identifies the Services to be provided by JSL to the Client as at the Effective Date. If, following the Effective Date, and whilst this Contract is in force, the Client requires Services from JSL in addition to those identified in the Quote ("**Additional Services**") (other than automatic renewal of the Contract which is governed by Clause 17.2), then the Client may submit its request in writing to JSL, identifying the Additional Services required, together with any necessary updates to the information contained in the Quote which relates to the Additional Services (such as the Client Environment and any Special Conditions).
- 2.3. Following such request, JSL will provide to the Client an Additional Service Confirmation ("**ASC**") (which may be by email) which will contain the following information in respect of each Additional Service:
- 2.3.1. Start Date (if any);
 - 2.3.2. Charges;
 - 2.3.3. any known risks of performing the Services as known by JSL;
 - 2.3.4. confirmation of any other changes to the Quote relating to the Additional Services, such as Client Environment and any Special Conditions.
- 2.4. The ASC will be deemed contractually binding on the Client and incorporated into this Contract unless the Client notifies JSL that it has any issues with the ASC within 5 working days (or, in the case of emergencies, within 1 working day) of the date

of the ASC (in which case the parties shall discuss and agree any necessary changes and following agreement, the ASC will be deemed incorporated into this Contract). A copy of the ASC will be added to the Quote as an appendix.

- 2.5. If the Client requires Additional Services after the Effective Date and this Contract is not then in force, then a new Quote will be required.

3. SERVICE

- 3.1. JSL will provide the Services to the Client from the Start Date on and subject to these Terms.
- 3.2. Subject to earlier termination in accordance with these Terms, JSL will provide the Services for the Subscription Period.
- 3.3. The Client acknowledges and agrees that:
- 3.3.1. JSL's ability to provide the Services depends on JSL's knowledge of the technical and operational infrastructure used by the Client as detailed in the Client Environment;
 - 3.3.2. nothing in these Terms will oblige JSL to provide any support in respect of the Client Environment or provide any assistance to Users;
 - 3.3.3. JSL will have no obligation to provide support for issues caused by any of the following: (i) modifications to the Services not made by JSL; (ii) use of the Services other than as authorised in the Contract; (iii) use of a version of a non-supported version of the Services; (iv) third-party products that are not expressly noted in this Contract as supported by JSL; or (v) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by JSL; and
 - 3.3.4. the Client is responsible for routine archiving and backing up of Client Content, and obtaining and maintaining all telecommunications, broadband and computer equipment and services needed to access and use the Services, and for paying all associated charges;
 - 3.3.5. any Client Content indexed using the Services shall only originate from the Client's assets that are hosted within a data centre or cloud environment that is owned or leased by the Client; and
 - 3.3.6. (unless otherwise agreed between JSL and the Client) JSL may index up to but no

more than 100GB of Client Content per day using the Services.

3.4. JSL will be entitled to:

- 3.4.1. change the technical specification of the Services (provided that such changes do not have a materially negative affect on the performance of the Services) where necessary for operational reasons, statutory or regulatory requirements;
- 3.4.2. give the Client instructions (which the Client will comply with) which JSL believes to be necessary for health and safety reasons or for maintaining the quality of the Services; and
- 3.4.3. make alterations to the Services. Such alterations may result in disruption to the Services although JSL will use reasonable endeavours to minimise any disruption to the Client, and where practicable, JSL will give the Client as much notice as possible.

4. USE OF SERVICES

4.1. The Client will not use any Services or otherwise act or refrain from acting in respect of Services so as to:

- 4.1.1. provide or support services to third parties other than Users;
- 4.1.2. attempt to obtain, or assist other third parties, other than Users, in obtaining access to data by means of the Services outside the scope of the express terms of this Contract, or
- 4.1.3. transfer, license or otherwise make available temporarily or permanently any of its rights in respect of the Services under this Contract.

4.2. The Client will use the Services for the Client's internal business purposes only.

4.3. The Client will not (a) reverse-engineer (except to the extent specifically permitted by statutory law), decompile, disassemble, or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Services; (b) modify, translate or create derivative works based on the Services; (c) use the Services for any purpose not expressly authorised herein; (d) resell, transfer, distribute, or sublicense the Services; (e) access or use any Services in order to monitor its availability, performance, or functionality for competitive purposes; (f) attempt to disable or circumvent any licence key or other technological mechanisms or measures intended to prevent, limit or control use

or copying of, or access to, Services; (g) use any of the applicable features and functionalities of the Services separately from the Services with external applications or code not furnished by JSL or with any data not processed by the Services; (h) exceed the Capacity purchased; or (i) use any part of any Services in violation of any Applicable Laws (including but not limited to any applicable privacy and intellectual property laws).

5. JSL OBLIGATIONS

5.1. In providing the Services, JSL will:

- 5.1.1. use reasonable endeavours to ensure that the Services are provided substantially in accordance with the applicable Service description set out in the Schedule and will perform the Services using reasonable skill and care and in accordance with good practice in JSL's industry; and
- 5.1.2. maintain in force, with a reputable insurance company, such insurances, such as professional indemnity insurance, employers' liability insurance and public liability insurance, as it determines, at its discretion, are appropriate to cover normal business risks relating to its businesses generally.

5.2. If the Services do not conform to the standards referred to in Clause 5.1.1 then (subject to Clause 10.5), JSL will use reasonable endeavours to correct or will have corrected any such non-conformance within the timescales set out in the Schedule, or will provide the Client with a work around. Such correction or workaround constitutes the Client's sole and exclusive remedy for any breach of Clause 5.1.1. JSL will have no liability under Clause 5.1.1 unless:

- 5.2.1. the issue is promptly brought to JSL's attention and JSL is allowed a reasonable period of time and opportunity to remedy the issue;
- 5.2.2. the issue, where applicable, is backed up by documentary evidence or is reproducible in the live environment.

6. CLIENT OBLIGATIONS

6.1. The Client will:

- 6.1.1. ensure all information relating to the Client Environment or otherwise provided to JSL is true, accurate and not misleading;

- 6.1.2. provide JSL, its subcontractors and agents with any documentation, information, co-operation and access to premises and personnel as may be reasonably requested by JSL from time to time as necessary to provide the Services;
 - 6.1.3. promptly inform JSL of any changes to the Client Environment;
 - 6.1.4. ensure it has made all necessary contingency arrangements (including back-ups) to enable it and any Users to continue to use the Client Environment following any impairment or damage to the Client Environment as a result of the Services;
 - 6.1.5. provide JSL with all necessary health and safety, security, conduct and other rules, procedures and requirements in relation to the Client's property and systems;
 - 6.1.6. ensure that any dependencies or conditions expressly set out in any Special Conditions are fulfilled within the timescales reasonable required by JSL;
 - 6.1.7. conduct its business in an ethical manner in accordance with all Applicable Laws;
 - 6.1.8. maintain full and complete records to show the Client's compliance with this Contract; and
 - 6.1.9. assist JSL with an investigation into possible wrongdoing should JSL have reason to believe violations of the obligations under this Clause 6 have occurred in connection with the Client's activities under this Contract.
 - 6.2. JSL may ask the Client from time to time, but not more frequently than once annually, to cooperate with JSL to verify usage and adherence to its purchased Capacity. If JSL requests a verification process, the Client agrees to provide JSL with reasonable access to the Client Environment to carry out such verification.
 - 6.3. When the Client accesses and uses the Services, it is responsible for complying with all laws, rules, and regulations applicable to the Client's access, export/import and/or use. This includes being responsible for Client Content and its Users, for the Users' compliance with this Contract, and the accuracy, lawful use of, and the means by which the Client acquires Client Content. The Client may not transmit and/or store PCI Data within the Services unless it has specifically purchased Services for that applicable regulated environment (as identified in a Quote).
 - 6.4. The Client agrees to provide accurate and complete information when it registers for and uses any Services and agrees to keep this information current. Each person who uses any Services must have a separate username and password. The Client is responsible for securing, protecting and maintaining the confidentiality of its account usernames, passwords and access tokens.
 - 6.5. Without limiting any terms under this Contract, the Client will also abide by the Splunk acceptable use policy which may be found at the following link (https://www.splunk.com/en_us/legal/acceptable-use-policy.html) or such other URL as JSL makes available to the Client from time to time, and is incorporated herein by reference.
 - 6.6. Should the Client fail to perform any of its obligations under this Contract then JSL will not be responsible for any delay, cost increase or other consequences arising from such failure.
- 7. WARRANTIES**
- 7.1. Each party warrants, represents and undertakes that:
 - 7.1.1. It has full capacity and authority to enter into and perform the Contract;
 - 7.1.2. there are no actions, or regulatory investigations pending or, to that party's knowledge, threatened that might affect the ability of that party to meet its obligations under the Contract;
 - 7.1.3. it has obtained and will for the duration of the Contract, maintain all licences, rights, permissions, and consents required lawfully and properly to perform its obligations under the Contract;
 - 7.1.4. in relation to the Contract and its subject matter, neither it nor any of its employees, sub-contractors or agents or others performing services on its behalf has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by that party of the Bribery Legislation;
 - 7.1.5. it will and require that each of its sub-contractors will, at all times during the term of the Contract comply with Modern Slavery Legislation and Anti-Slavery Policy; and

7.1.6. it will not engage in any activity, practice or conduct which would constitute either:

- i. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
- ii. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

8. CHARGES AND PAYMENT

- 8.1. The Client will pay the Charges in accordance with the Quote without any set-off or deduction. All Charges and other amounts payable under this Contract are exclusive of any applicable value added tax.
- 8.2. JSL will invoice the Client in respect of the Charges on the Start Date of this Agreement. The annual Charges will be set from the Start Date. Thereafter, JSL will invoice on the yearly anniversary for the next full twelve month period.
- 8.3. The Client will pay the Charges to JSL within 30 days of the date of issue of an invoice issued in accordance with Clause 8.2.
- 8.4. Charges must be paid by bank transfer (using such payment details as are notified by JSL to the Client from time to time).
- 8.5. If the Client fails to pay any amount properly due and payable by it under the Contract which has not been disputed in accordance with Clause 8.7, this will be deemed to be a material breach for the purposes of Clause 17.8.2 and, without prejudice to any other rights and remedies it may have, JSL will additionally have the right to:
 - 8.5.1. on giving a minimum of 5 Business Days written notice, suspend the provision of the Services until such amounts have been paid in full by the Client. During such period of suspension JSL will be entitled to continue charging the Client for the Services that, but for the suspension, would have been provided by JSL; and/or
 - 8.5.2. charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment; and/or
 - 8.5.3. where the non-payment exceeds 30 days, JSL may give notice of termination of the

Contract in accordance with Clause 17.8.2.

- 8.6. The Client acknowledges that JSL may vary the Charges payable in respect of the Services for any Renewal Period on and from any anniversary of the Start Date by giving to the Client not less than 60 days' written notice of the variation.
- 8.7. If the Client, in good faith, disputes any invoice, it will promptly following receipt of the invoice (and in any event within 30 days of receipt) notify JSL in writing. The parties will then negotiate in good faith to attempt to resolve the dispute promptly. JSL will provide such evidence as may be reasonably necessary to verify the disputed invoice. Where only part of an invoice is disputed, the Client will pay the undisputed amount on the due date as set out in Clause 8.3 above.
- 8.8. Save where the Client's non-payment relates to a bona fide dispute raised in accordance with Clause 8.7, the Client will not have any right to withhold, or any right of set-off, with respect to payments due to JSL under the Contract.

9. INDEMNITY

- 9.1. The Client will defend, indemnify and hold JSL harmless from and against any liability, and pay all damages and expenses (including reasonable legal fees and costs) awarded against JSL, or that are agreed to in a settlement, for any claim, demand, suit or proceeding made or brought against JSL or its Affiliates by a third party (including those brought by a Government entity) that is based on:
 - 9.1.1. the Services (other than claims for which JSL is obliged to indemnify the Client);
 - 9.1.2. allegations that the Client Content infringes or misappropriates such third party's Intellectual Property Rights or other rights;
 - 9.1.3. allegations that the Client Content or the Client's use of any Services violates an Applicable Law;
 - 9.1.4. allegations that the Client or its personnel breached the obligations in Clauses 6.1.7 or 7.1.4;JSL's or its suppliers' legal advisers may, at JSL or its supplier's expense participate in the defence of any such claim.
- 9.2. Each party will defend, indemnify and pay all damages (including reasonable legal fees and costs) awarded against the other party, or that are agreed to in a settlement, to the extent that an action brought against the other party by a third

party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property, resulting from the negligent acts or wilful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

- 9.3. The indemnification obligations in this Clause 9 are subject to the party seeking indemnification: (i) providing the other party with prompt written notice of the specific claim; (ii) giving the indemnifying party sole control of the defence and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified party's part without their prior consent, which will not unreasonably withheld or delayed); and (iii) giving the indemnifying party all reasonable assistance, at such party's expense.

10. LIMITATION OF LIABILITY

- 10.1. Nothing in the Contract will:

- 10.1.1. limit or exclude the liability of a party for death or personal injury resulting from negligence;
- 10.1.2. limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- 10.1.3. limit or exclude any liability of a party in any way that is not permitted under Applicable Law; or
- 10.1.4. The Client's liability to pay the Charges due and payable to JSL.

- 10.2. The limitations and exclusions of liability set out in this Clause 10 and elsewhere in this Contract:

- 10.2.1. are subject to Clause 10.1; and
- 10.2.2. govern all liabilities arising under this Contract or in relation to the subject matter of this Contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

- 10.3. Neither party will be liable:

- 10.3.1. in respect of any loss of profits, income, revenue, use, production or anticipated savings;
- 10.3.2. for any loss of business, contracts or commercial opportunities;

- 10.3.3. for any loss of or damage to goodwill or reputation;

- 10.3.4. in respect of any loss or corruption of any data, database or software; or

- 10.3.5. in respect of any special, indirect or consequential loss or damage.

- 10.4. JSL's liability in relation to any event or series of related events will not exceed the total amount paid and payable by the Client to JSL under this Contract during the 12 month period immediately preceding the event or events giving rise to the claim and if the claim arises within the first 12 months following the Effective Date, then the total amount that would have been payable in such 12 month period.

- 10.5. JSL will not be liable in any way to the Client if:

- 10.5.1. the Client uses or interacts with the Services other than in accordance with this Contract or contrary to JSL's instructions, documentation or reasonable expectations;

- 10.5.2. problems are caused by errors, omissions or misinformation in any documents, information, instructions or scripts provided to JSL by the Client, or any actions taken by JSL at the Client's direction;

- 10.5.3. JSL's knowledge of the Client Infrastructure is deficient for any reason;

- 10.5.4. problems arise from the use of hardware or software or data or services of or supplied by the Client or other third party; or

- 10.5.5. problems arise from viruses transmitted through the Services. The Client acknowledges that the Services do not perform virus checking and that it is the Client's responsibility to ensure that any material downloaded is virus checked.

- 10.6. The Client acknowledges and agrees that:

- 10.6.1. no services of the kinds comprised in the Services or any of them offers 100% certainty of either problem prevention or problem detection or accurate identification of the causes of problems. Although JSL will comply with industry practice in providing Services it will not have any liability for and will not be responsible for meeting any part of the costs of a failure by JSL to prevent, detect or provide any causal

- understanding of any problem including where the Services are tasked specifically with so doing;
- 10.6.2. the Services may identify problems which do not exist or may misidentify problems (and JSL will have no liability for any such failure);
- 10.6.3. although JSL will use reasonable care and skill, it is possible that the Services may cause harm to the Client Environment or wider IT system or the Users' IT systems and JSL will have no liability for and will not be responsible for meeting any part of the costs of any such harm caused or any failure by JSL to prevent, detect or limit any such harm including where the Services are tasked specifically with so doing;
- 10.6.4. JSL's liability in relation to any open source software and any third party software or services used in the Services may be further limited under the terms of the relevant licence, supply contract or terms of use notified to the Client from time to time and such limitations will apply to JSL's liability to the Client in respect of such open source software or third party services;
- 10.6.5. complex software is never wholly free from defects, errors and bugs, and JSL gives no warranty or representation that the Services will be wholly free from such defects, errors and bugs;
- 10.6.6. JSL's ability to deliver the Services (and any associated deliverables) in the manner and in the timescales required by the Contract are contingent upon the Client and its third party suppliers properly and expeditiously performing the roles and responsibilities allotted to them under the Contract and generally co-operating with and providing such information and assistance to JSL and its subcontractors as JSL may reasonably require in order to deliver the Services and any associated deliverables. JSL will have no liability under the Contract where the Client or its third party suppliers fails in the foregoing responsibilities, and any timescales will be automatically extended by such period as JSL can demonstrate that it was delayed from progressing with the Services due to such failure.

- 10.7. In the event of a substantial attack to the Janet Network, some or all Services may be diverted to a higher level of deployment; regional or national.
- 10.8. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from the Contract.

11. SECURITY AND ACCESS

- 11.1. JSL and the Client will use reasonable endeavours to implement and maintain appropriate organisational and technical security measures against:
 - 11.1.1. unauthorised access to the Services;
 - 11.1.2. accidental loss, destruction or modification of, or damage to, data transmitted via the Services.
- 11.2. To the extent permitted by Applicable Law, JSL may:
 - 11.2.1. examine transmissions made via the Services where JSL reasonably suspects that these transmissions breach the Contract, or are of a nature likely to cause damage or distress to anyone, or are otherwise in breach of Applicable Law;
 - 11.2.2. analyse transmissions and traffic data for legitimate research or service improvement purposes; and
 - 11.2.3. remove (or otherwise cause not to be transmitted onwards via the Services) any transmissions which, in its reasonable opinion, is of the nature described in Clause 11.2.1 above.
- 11.3. JSL will provide a copy of this material to any authority where required under Applicable Law. Other than in these circumstances, JSL will treat this material as confidential to the Client and will take reasonable care that it is not disclosed to a third party unless authorised by the Client.

12. SERVICES SUSPENSION

- 12.1. JSL may in its sole discretion suspend the provision of the Services or any part of them, including access by the Client or Users to the Services, immediately until further notice (and the Client will remain liable for all Charges accrued during such period of suspension) if:
 - 12.1.1. the Customer fails to comply with any of its obligations under Clause 6;

12.1.2. JSL:

- i. is obliged to comply with an order, instruction or request of a court, government agency, emergency services organisation or other competent administrative or regulatory authority; or
- ii. needs to carry out emergency or scheduled maintenance to the Services; or
- iii. believes that use of the Services by the Client is causing, or may cause, disruption or damage to Janet or leads or may lead to any other circumstance which JSL may reasonably wish to avoid; or
- iv. has reason to believe the Services are being used in a manner which breaches or may breach any Special Conditions.

12.2. In the event that JSL exercises its right to suspend the Services under Clause 12.1 above, it will, whenever reasonably practicable (and other than in the case of emergency maintenance), give 10 Business Days' prior written notice of that suspension to the Client stating the grounds of the suspension and its expected duration. Where any suspension is made in accordance with Clause 12.1 then JSL will use reasonable endeavours to minimise the effect of and the duration of the suspension.

12.3. If JSL suspects that the Services are being used for activities which are not in accordance with Applicable Law or are otherwise in breach of the Contract, then:

- 12.3.1. JSL may suspend the Services to prevent these activities;
- 12.3.2. JSL will inform the Client immediately at the time of suspension;
- 12.3.3. JSL will supply that evidence to the Client in writing as soon as is reasonably practicable after that evidence comes within JSL's possession;
- 12.3.4. the Client will use all reasonable endeavours to investigate such activity; and
- 12.3.5. JSL will provide further information and materials as the Client reasonably requests to facilitate an investigation.

12.4. In the event of suspension of the Services under the provisions of Clauses 12.1 or 12.3 above all sums invoiced by JSL and not the subject of a bona fide dispute raised in accordance with Clause 8.7 will become immediately payable.

13. INTELLECTUAL PROPERTY

13.1. All Intellectual Property Rights in respect of the Services will, as between the parties, remain owned by JSL. Except as expressly stated in this Contract, the Client is not granted any rights to, or in, any such Intellectual Property Rights in respect of the Services or any related software, documentation or apparatus.

13.2. (If JSL is using Splunk Inc software to provide the Services to the Client through a single-client deployment) JSL may assign its licence to Splunk Inc software to the Client provided that (i) the Client executes the then current Splunk General Terms ("SGT") with Splunk Inc, (ii) the Client, Splunk Inc and JSL execute an assignment agreement, whereby the Splunk Inc software licence is assigned to the Client to be used solely in accordance with the SGT.

13.3. By submitting or posting Client Content on the Services, the Client represents that it is the owner of such materials and/or has the necessary rights, licences and authorisation to distribute it. As between the Client and JSL, the Client owns and reserves all right, title and interest in the Client Content and the Client grants JSL the right to access and use the Client Content for the purposes of providing the Services.

13.4. The Client agrees not to alter, remove, or obscure the Intellectual Property Rights notices or trademark attributions and marketing disclaimers of JSL and its licensors that may appear on the Services or marketing materials, nor to attach any additional trademarks, logos, or trade designations on or to the Services or marketing materials. The Client will not contest or aid in contesting the validity or ownership of any of JSL's trade marks, trade names, service marks, logos or service names or take any action in derogation of our rights therein, including, without limitation applying to register any trademark, trade name or other designation that is confusingly similar to any trade marks, trade names, service marks, logos or service names. The Client will obtain JSL's prior written approval of any press release, marketing material, or other use or inference to its or its licensors' name or logo.

14. CONFIDENTIALITY

14.1. Each party agrees to keep confidential and not to disclose to any third party any Confidential Information (excluding information which is or becomes public knowledge other than as a result of the default of the recipient) and to use any such Confidential Information only for the purposes of

the Contract and in accordance with these terms or as required by law.

- 14.2. Nothing in the Contract will prohibit or limit either party's use of Confidential Information (i) previously known to it without obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the Contract.
- 14.3. The following circumstances will not constitute a breach of the obligations of confidentiality contained in this Clause 14:
 - 14.3.1. disclosure of Confidential Information by either party when required to do so by Applicable Law or to any Court of competent jurisdiction or any government agency or regulatory body lawfully requesting the same; or
 - 14.3.2. disclosure of Confidential Information by either party to its and its Affiliates' officers, employees, servants, contractors, subcontractors and/or professional advisers to the extent necessary to enable that party to perform, enforce or benefit from any of its rights or obligations under the Contract provided that party will ensure that each of its and its Affiliates' officers, employees, servants, contractors, subcontractors, contractors and professional advisers to whom Confidential Information is disclosed is aware of its confidential nature and complies with this Clause as if it were a party.
- 14.4. Each party may disclose the other party's Confidential Information pursuant to a statutory legal or parliamentary obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 16 provided that it notifies the other party as soon as the requirement to disclose arises and will use its reasonable endeavours to ensure that any such disclosure is made in a manner which ensures the confidentiality of the other party's Confidential Information.
- 14.5. Each party will notify the other party in writing immediately upon becoming aware of any actual or threatened unauthorised use or disclosure of the other party's Confidential Information or the

other party's Intellectual Property Rights or that of its licensors.

- 14.6. Notwithstanding Clause 14.1 the Client agrees that JSL may disclose data derived from the performance of the Services on an aggregated or un-aggregated basis, provided such disclosure does not identify the Client.
- 14.7. Neither party will make any public disclosure relating to the Contract (including press releases, public announcements and marketing materials) without the prior written consent of the other party. With the Client's prior written consent, JSL may use the Client as a referee, until such consent is withdrawn.

15. DATA PROTECTION

- 15.1. The parties shall comply with the provisions of the Data Protection Schedule.
- 15.2. In the event of any conflict between the Data Protection Schedule and any other provision of these Terms, the relevant provision of the Data Protection Schedule shall take precedence.

16. FREEDOM OF INFORMATION

- 16.1. JSL is not subject to the requirements of the FOIA and the Environmental Information Regulations. However, JSL will endeavour to respond to any request in the spirit of the FOIA where reasonably able to do so. The parties will assist and cooperate with each other if a request is received by JSL.

17. TERM AND TERMINATION

- 17.1. This Contract will commence on the Effective Date and will, subject to earlier termination in accordance with the provisions of this Contract, continue for the Initial Term.
- 17.2. Upon expiry of the Initial Term, this Contract will renew automatically on an annual basis for each Renewal Period unless either party provides the other party with a minimum of 2 months' written notice of termination of this Contract prior to the end of the Initial Term, such notice not to expire before the end of the Initial Term. JSL may, at least 1 month prior to the next Renewal Period, provide the Client with a written reminder of such renewal detailing the Charges applicable for the Renewal Period (already provided to the Client under Clause 8.6 above).
- 17.3. Upon completion of the Initial Term the Client may terminate this Contract by giving 2 months' written notice of termination.
- 17.4. JSL may terminate this Contract with immediate effect if:

- 17.4.1. any of the contracts it has entered into in order to provide the Services to the Client terminate; or
 - 17.4.2. if the Client fails to pay any amount properly due and payable by it under the Contract, which has not been disputed in accordance with Clause 8.7, within 30 days of its due date, provided that JSL has issued a minimum of one written reminder in respect of such late payment; or
 - 17.4.3. if the Client does any act or thing which in JSL's reasonable opinion damages, or is reasonably likely to damage, the integrity and reputation of JSL, Janet or the Services.
- 17.5. JSL may terminate this Contract at any time upon at least 2 weeks' written notice to the Client and where such termination is not due to a Force Majeure Event the Parties shall discuss in good faith and agree if JSL should refund any proportion of the Charges if paid in advance by the Client.
- 17.6. Subject to Clause 17.8 if the Client terminates this Contract for any reason such that the Contract is ended before the end of the Initial Term, the Client shall not be entitled to refund of any Charges paid in advance to JSL.
- 17.7. If the Client terminates this Contract in accordance with Clause 17.3, and the Contract comes to an end before the end of the twelve months during the Renewal Period, JSL will refund any Charges paid in advance pro-rated to the last date of termination.
- 17.8. Without prejudice to any other rights or remedies, either party may terminate the Contract with immediate effect by notice in writing to the other party if:
- 17.8.1. the other party ceases trading, or becomes apparently insolvent, or has a trustee in sequestration appointed, combines with its creditors, or has a liquidator, receiver or administrator appointed (or an application is made either for the appointment of an administrator or for an administration order or notice of intention to appoint an administrator is given over all or any of its assets) over all or any of its assets other than for the purposes of a solvent amalgamation or reconstruction, or undergoes any analogous act or proceeding under foreign law to any of those mentioned in this Clause 17.8.1; or
 - 17.8.2. the other party or, in the case of the Client, any User commits a material breach of any provision of the Contract which is incapable of remedy or which is capable of remedy but which is not remedied within 30 days after receipt of a notice specifying the breach and requiring it to be remedied; or
 - 17.8.3. the other party is in material breach of the Contract which is incapable of remedy.
- 18. CONSEQUENCES OF TERMINATION**
- 18.1. On any termination or expiry of this Contract for any reason:
- 18.1.1. the provision of the Services will immediately cease;
 - 18.1.2. each party will return all hardware or other equipment, software, property, materials and other items (and all copies of them) belonging to the other party and, at the disclosing party's option, return or destroy any copies of the disclosing party's Confidential Information; and
 - 18.1.3. subject to Clause 8.7, the Client will immediately pay to JSL all of JSL's outstanding unpaid invoices, and in respect of Services supplied but for which no invoice has been submitted, JSL may submit an invoice, which will be payable immediately on receipt.
- 18.2. The Client may retrieve Client Content from the Services at any time prior to 30 days following termination of this Contract. After the 30 day period immediately following termination of this Contract, JSL has no obligation to maintain the storage of the Client Content and the Client hereby authorises JSL to delete all remaining Client Content from the Services, unless it is legally prohibited from so doing.
- 18.3. Termination of the Contract for any reason will:
- 18.3.1. be without prejudice to any obligation or right of any party which has accrued prior to such termination (or will thereafter accrue in respect of the period before such termination); and
 - 18.3.2. not affect any provision of the Contract which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination, which includes Clauses 1 (Definitions), 6 (Client Obligations), 8 (Charges and Payment), 9 (Indemnity), 10 (Limitation

of Liability), 11 (Security and Access), 13 (Intellectual Property), 14 (Confidentiality), 15 (Data Protection), 16 (Freedom of Information), 17 (term and Termination), 18 (Consequences of Termination), 19 (Informal Dispute Resolution), 20 (General) and 21 (Governing Law and Jurisdiction) .

19. INFORMAL DISPUTE RESOLUTION

- 19.1. The parties agree that in the event of a dispute they will first attempt to resolve the matter through good faith discussions and the production of an agreed improvement plan. If the matter is not resolved it will be escalated to higher levels of management via the management contacts as agreed between the parties in writing. If the dispute is not resolved through discussion the parties will use a mutually agreed alternative dispute resolution process prior to resorting to litigation as a last resort.

20. GENERAL

- 20.1. Subject to Clause 20.2, neither party will at any time assign or transfer all or any of its rights or obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 20.2. JSL may at any time by written notice assign or transfer all or any of its rights or obligations under the Contract to its Affiliates. JSL will be entitled to sub-contract any of its obligations, and sub-licence any of its rights under the Contract without the Client's consent.
- 20.3. Any notices given in relation to the Contract will be given for the attention of the relevant person set out in the Quote, which may include email, and be sent to the address or email address of the recipient set out in the Quote or another address or email address which the recipient may designate by notice given in accordance with the provisions of this Clause, with, in the case of JSL, a copy by email to legal@jisc.ac.uk.
- 20.4. A notice will be deemed to have been received: if delivered personally, at the time of delivery; in the case of pre-paid first-class post, 3 Business Days from the date of posting; and in the case of email, upon the email reaching the recipient's server, provided that (i) if deemed receipt occurs before 9am on a Business Day, the notice will be deemed to have been received at 9am on that Business Day; and (ii) if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice will be deemed to have been received at 9 am on the next Business Day.
- 20.5. Where notices are to be served by email, the email must contain the following wording in the subject matter field: "Notice served in accordance with the terms of the Contract for the Cyber Security Threat Monitoring Service between Jisc Services Limited and [insert Client's name]".
- 20.6. Other than in respect of the Client's obligations to pay the Charges, neither party will be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by a Force Majeure Event. If such Force Majeure Event prevents a party from performing any of its obligations under the Contract for more than 30 days, the other party will have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the first party.
- 20.7. The Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of the Contract. Each of the parties acknowledges and agrees that it does not enter into the Contract on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other party (whether negligently or innocently made) except those expressly repeated or referred to in the Contract and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under the Contract. Nothing in this Clause will operate to limit or exclude liability for fraud.
- 20.8. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain unaffected and in force.
- 20.9. Any failure to exercise or any delay in exercising a right or remedy provided by the Contract or at law or in equity (and/or the continued performance of the Contract) will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract must be in writing and will not constitute a waiver of any other breach and will not affect the other terms of the Contract.
- 20.10. JSL reserves the right to make changes to this Contract, at any time, if such changes are necessitated due to changes to the contracts it has in place with its suppliers.

- 20.11. Subject to Clause 20.10, any changes to this Contract will only be effective if agreed in writing by the parties.
- 20.12. Nothing in the Contract will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name of or on behalf of, or otherwise to bind the other party in any way.
- 20.13. No third party is entitled to the benefit of the Contract under the Contracts (Rights of Third Parties) Act 1999. The right of either party to vary or terminate the Contract will not be subject to the consent of any third party.
- 20.14. The Contract may be entered into by the parties on separate counterparts, which taken together will constitute one single agreement between the parties.

21. GOVERNING LAW AND JURISDICTION

- 21.1. This Contract is governed by and will be construed in accordance with the laws of England & Wales and the parties will submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 SERVICES AND SERVICE LEVELS

1. General Definitions

- 1.1 Normal Working Hours are defined as:
8.00am to 6.00pm Monday to Friday
(excluding bank Holidays)
- 1.2 On Call Working hours are defined as:
6:00pm to Midnight Monday to Friday
9:00am to 5:00pm Saturday to Sunday
9.00am to Midnight Bank Holidays
(excluding Christmas Day)
- 1.3 A Critical Fault is defined as a total loss of the service.
- 1.4 A Non-Critical Fault is defined as a non-service-affecting fault.
- 1.5 The JSL Cyber Security Threat Monitoring team can be contacted via:
CSTM service - cstm@jisc.ac.uk
For Out of Hours - Jisc Cyber Security Incident Response Team: irt@jisc.ac.uk, or telephone 0300 999 2340
- 1.6 Alerts and notifications: CSTM uses the Splunk Cloud platform so notification of events in Out of Hours will originate from the address alerts@splunkcloud.com

Alerting to events, other types of notifications both in and outside of business hours may originate from either irt@jisc.ac.uk or cstm@jisc.ac.uk

General service correspondence, including monthly and other types of reports will be sent from the main service contact point, cstm@jisc.ac.uk

2. Service Descriptions

- 2.1 **Cyber Security Threat Monitoring Service**
- 2.1.1 The service provides the collection of log data from the Client Environment for analysis in the JSL Cyber Security Threat Monitoring platform.
- 2.1.2 Subject to Clause 18.2, retention of logs is 90 days before deletion.
- 2.1.3 The Service will provide information on

analysis of alerts through the service dashboards.

- 2.1.4 The Service will provide triaging of alerts and notification to Client of triaged alerts with, where possible, indications for remediation.

3. Service Levels

- 3.1 Support for the Services is available during both Normal and On Call working hours
- 3.2 Service Availability is 99.95%.
- 3.3 **Routine Maintenance**
- 3.4 Routine maintenance is performed at most once per calendar month. We will notify the client's nominated contacts at least 10 days in advance. Our communications will provide specifics whether any service will be degraded or unavailable. Data ingest is unaffected during these periods.
- 3.5 **Service response to each level of alert severity**

Severity	CSIRT response	Contact method	Service level agreement
Critical	Investigation	Phone call and email	During working hours: 1 hour response time, one phone call and email (95% of the time) During on-call hours: 2 hour response time, one phone call and email (95% of the time)
High	Investigation	Email	During working hours: 1 hour response time (90% of the time)
Medium	Incident checked and resolved	Email	During working hours: 2 hour response time (90% of the time)
Low	None	Email	Scheduled report notification (90% of the time)
Info	None	Email	Scheduled report notification (90% of the time)

- 3.6 **Standard Incident Request Response**
- 3.6.1 Standard requests will be responded to within 2 Working days. For the purposes of this clause, a request will be considered

- a Standard Request if not related to an ongoing high or critical incident.
- 3.7 **Emergency Incident Request Response**
- 3.7.1 Emergency requests will be responded to within 4 Support Hours. For the purposes of this clause, a request will be considered an Emergency Request if related to an ongoing high or critical incident.
- 3.8 **Configuration changes**
- 3.8.1 Configuration changes should always be tested thoroughly, immediately after confirmation from the JSL Cyber Security Threat Monitoring team by the Client.
- 3.9 JSL will review these service levels at regular intervals. However, the Client may request that JSL discuss these service levels at any time.

4. **Service Issues and Client Feedback**

4.1 **Services Issues**

- 4.1.1 In the unlikely event of a problem with any of the Services, the Client should contact a member of the JSL Cyber Security Threat Monitoring team either by telephone or email.
- 4.1.2 Should the Client report a purported defect or error in the Services, JSL may require the Client to provide it with the following information: (a) a general description of the Client Environment; (b) a list of all hardware components, operating systems and networks; (c) a reproducible test case; and (d) any log files, trace and systems files. The Client's failure to provide this information may prevent JSL from identifying and fixing that purported defect or error.
- 4.1.3 The JSL Cyber Security Threat Monitoring team will aim to respond to a reported problem within 2 working hours of the receipt of the reported issue and aim for a resolution to the problem within the following time scales:

Critical Fault – 1 working day
Non Critical Fault – 3 working days

4.2 **Feedback and Complaints Procedures**

4.2.1 JSL encourages our members to offer feedback (both positive and negative) to enable us to improve our services and products.

Please send all feedback to us via email:

help@jisc.ac.uk

4.2.2 The Client may raise complaints by calling JSL Service Desk on 0300 300 2212 or by email addressed to help@jisc.ac.uk.

4.2.3 Complaints will be logged to a database held by JSL. The following details will be held:

- Customer
- Detail of complaint
- Date and time
- Contact telephone number
- Any other relevant information

4.2.4 The assigned complaint manager will make initial contact with the Client within 1 working day to outline timescales to investigate and associated responses. We aim to respond in full to the complaint within 20 working days from the point of receiving the initial request.

5. **Payment Information**

5.1 Payments to be made out to **Jisc Services Limited**.

Jisc Services Limited Bank Details:

Bank: HSBC Plc, Didcot
Account Name: Jisc Services Limited
Sort Code: 40-19-35
Account Number: 01090380

DATA PROTECTION SCHEDULE

1. DEFINITIONS

1.1. The following definitions apply to this Data Protection Schedule:

Appointed Sub-contractor means a sub-contractor (including its Affiliates) appointed by JSL to perform all or any part of JSL's obligations under this Contract. For the purposes of this Data Protection Schedule, the sub-contractors described in the Quote shall be deemed to be Appointed Sub-contractors;

Controller has the meaning set out in the Data Protection Legislation;

Data Protection Legislation means the UK Data Protection Legislation, and all Applicable Laws relating to the Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the ICO;

Data Protection Particulars means, in relation to any Processing under this Contract:

- (a) the subject matter and duration of the Processing;
- (b) the nature and purpose of the Processing;
- (c) the type of Personal Data being Processed; and
- (d) the categories of Data Subjects.

Data Quality Requirements means those requirements set out in Article 5(1)(c) to (e) (inclusive) of the UK GDPR;

Data Subject has the meaning set out in the Data Protection Legislation;

Data Subject Request means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Legislation;

Data Transfer Agreement means an agreement between JSL and a Data Importer (or between an Appointed Sub-contractor and a Data Importer, as applicable) which incorporates the relevant set of EU Standard Contractual Clauses and the UK Addendum;

Data Transfer Risk Assessment means a risk assessment of the Restricted Transfer as required under Data Protection Legislation including an assessment of the legal sufficiency of the recipient country and whether the Data Subjects will have enforcement rights and effective legal remedies in the recipient country;

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

EU Standard Contractual Clauses means the standard contractual clauses contained in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of

	the European Parliament and of the Council and any amendment or replacement pursuant to Article 46(5) of the GDPR;	Processor	has the meaning set out in the Data Protection Legislation;
GDPR	means the EU GDPR or the UK GDPR, as the context requires;	Regulator	means the ICO and any other independent public authority which has jurisdiction over a party, including any regulator or supervisory authority which is responsible for the monitoring and application of the Data Protection Legislation;
ICO	means the UK Information Commissioner (including any successor or replacement);		
Permitted Country	a country, territory or jurisdiction that is either: (a) within the UK or the European Economic Area; or (b) outside of the UK or European Economic Area but which is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as and to the extent applicable);	Regulator Correspondence	means any correspondence from a Regulator in relation to the Processing of the Personal Data under or in connection with this Contract;
		Restricted Transfer	means the transfer to and/or accessing from and/or storing or Processing of Personal Data in a non-Permitted Country;
Personal Data	has the meaning set out in the Data Protection Legislation and for the purposes of this Contract includes Special Category Personal Data;	Security Requirements	means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;
Personal Data Breach	has the meaning set out in the Data Protection Legislation and, for the avoidance of doubt, includes a breach of Clause 4.1.3;		
Personnel	means all persons engaged or employed from time to time by JSL in connection with this Contract, including employees, consultants, contractors and permitted agents;	Special Category Personal Data	means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the UK GDPR and Personal Data relating to criminal convictions and offences;
		Schedule	means this schedule which forms part of the Contract;
Processing	has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" when used in relation to the Processing of Personal Data, will be construed accordingly);	Third Party Request	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation;

UK Addendum means the International Data Transfer Addendum to EU Standard Contractual Clauses issued by the ICO under s119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022 and any updates or replacements as may be issued by the ICO from time to time in accordance with S119A(1);

UK Data Protection Legislation the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018. Each will be referred to as "**PECR**", the "**DPA 2018**" and the "**UK GDPR**" accordingly.

2. ARRANGEMENT BETWEEN THE PARTIES

2.1. The parties shall each Process the Personal Data in accordance with the terms of this Schedule. The Parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties anticipate and agree that the Client shall act as Controller and JSL shall act as Processor, as follows:

2.1.1 the Client shall be a Controller where it is Processing the Personal Data in relation to the Services; and

2.1.2 JSL shall be a Processor where it is Processing the Personal Data in connection with the performance of its obligations under this Contract.

In addition, the parties acknowledge that they will each act as separate Controllers in relation to the business contact information they hold and

will act accordingly when processing such data in connection with this Contract.

2.2. Each of the parties acknowledges and agrees that the following table sets out an accurate description of the Data Protection Particulars:

The subject matter and duration of the Processing	The subject matter will consist of system log data from an evolving variety of the Client's systems and accompanying enrichment data required for the Services. This subject matter will contain personal data as listed below and further information to enable JSL's automated monitoring systems to detect anomalies pertinent to security threats and related use cases officially requested of JSL by appropriate Client staff. These alerts will then be triaged through JSL's Cybersecurity Incident Response Team, who will utilise the data provided to add value to the data and provide both alerts to the Client and recommended response playbooks for the Client to use to react to such information. The alerts will also be accumulated in order to provide appropriate Client staff with reporting applicable to the use cases determined, whose use will be determined by the appropriate Client staff. 1. Anonymised alert and reporting data will also be utilised for trend analysis across the sector to provide threat intelligence for the Client and other sector members. The duration of the Processing will be for the term of the Contract between the Client and JSL.
The nature and purpose of the Processing	The Personal Data will be Processed in order to deliver the Services.

The type of Personal Data being Processed	The type of Personal Data being Processed as part of the Services is likely to include, but is not exclusive to, the following: • Full names • Usernames • Email addresses • User groups • Authentication methods (form of authentication, not passwords) • Successful/failed authentications • Logon/logoff/usage timestamps • Source and Destination IP addresses of network traffic • DNS addresses accessed across the network • Application usage • VPN usage • Devices • Device types • Apps used • App versions • OS versions
The categories of Data Subjects	The categories of Data Subjects will be: • Students of the Client • Staff of the Client • Third parties accessing the Client's IT systems

3. CONTROLLER OBLIGATIONS

- 3.1. As the Controller in respect of the Processing of the Personal Data, the Client shall ensure that:
- 3.1.1 make due notification to the ICO or any other relevant regulator and shall comply at all times with the Data Protection Legislation;
 - 3.1.2 implement and maintain appropriate technical and organisational security measures to comply with at least the obligations imposed on a Controller by the Security Requirements;
 - 3.1.3 ensure it is not subject to any prohibition or restriction which would:

- (a) prevent or restrict it from disclosing or transferring the Personal Data to JSL, as required under this Contract;
- (b) prevent or restrict it from granting JSL access to the Personal Data, as required under this Contract; or
- (c) prevent or restrict either party from Processing the Personal Data, as envisaged under this Contract;

3.1.4 all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow each party to Process the Personal Data (including any Special Category Personal Data) as required in order to obtain the benefit of its rights and to fulfil its obligations under this Contract in accordance with the Data Protection Legislation;

3.1.5 implement appropriate systems and procedures (where relevant) to ensure that all Personal Data disclosed or transferred to, or accessed by, JSL is: (i) accurate, relevant and not excessive; (ii) accurate and, where necessary, kept up to date; and (iii) not retained for longer than is necessary (in each case as required by the Data Quality Requirements), to enable JSL to Process the Personal Data, as envisaged under this Contract; and

3.1.6 notify JSL promptly (and in any event within 48 hours) following its receipt of any Regulator Correspondence.

4. PROCESSOR OBLIGATIONS

4.1 In relation to any Personal Data that the Client (as a Controller) provides or makes available to JSL (as a Processor), or that JSL Processes on the Client's behalf pursuant to the Contract, JSL will:

4.1.1 use, access or otherwise Process the Personal Data only for the purposes of performing its obligations under the Contract and in accordance with the Client's lawful written instructions from time to time, or as otherwise required by Applicable Law;

4.1.2 take, implement, maintain and monitor appropriate technical and organisation measures which are sufficient to comply with at least the obligations placed on JSL by the Security Requirements;

4.1.3 not make (nor instruct or permit an Appointed Sub-contractor to make) a

Restricted Transfer of any Personal Data processed under this Clause 4.1 to a Data Importer without ensuring appropriate safeguards are in place and that enforceable Data Subject rights and effective legal remedies are available for Data Subjects in accordance with the Data Protection Legislation. Such safeguards shall include (i) conducting a Data Transfer Risk Assessment and (ii) entering into (or procuring that the Appointed Sub-contractor enters into) a Data Transfer Agreement with each relevant Data Importer;

- 4.1.4 ensure the reliability and integrity of JSL's Personnel involved in the Processing of (and who will have access to) those Personal Data, and will ensure that each such individual will have entered into an appropriate contractual agreement that requires them to keep the Personal Data confidential or are under an appropriate statutory obligation of confidentiality;
- 4.1.5 on the Client's request, make available to the Client all information to assist the Client in demonstrating its compliance with its obligations under Data Protection Legislation relating to the appointment of processors and to allow for and contribute to audits of JSL by the Client or any regulator to audit JSL's compliance with this Clause 4, provided in each case that:
- (a) the Client gives JSL at least 30 days' advance written notice;
 - (b) the Client will only be permitted to exercise its rights under this Clause 4.1.5 no more frequently than once per Year (other than where an audit is being undertaken by the Client in connection with an actual or 'near miss' Personal Data Breach, in which case, an additional audit may be undertaken each Year by the Client within 30 days of the Client having been notified of an actual or 'near miss' Personal Data Breach);
 - (c) each such audit will be performed at the expense of the Client;
 - (d) the Client will not, in its performance of each such audit, unreasonably disrupt the business operations of JSL; and
- (e) in no case will the Client be permitted to access any data, information or records relating to any other customer of JSL.
- 4.1.6 have the Client's general authorisation to sub-contract any Processing of the Personal Data to an Appointed Sub-contractor, provided that such Appointed Sub-contractor is engaged by way of a written contract which imposes obligations on the Appointed Sub-contractor which are substantially similar to the obligations imposed on JSL pursuant to this Clause 4 and JSL will remain primarily liable under the Contract for all acts and omissions of its Appointed Sub-contractors and the acts or omissions of those employed or engaged by these Appointed Sub-contractors as if they were those of JSL;
- 4.1.7 notify the Client prior to changing or appointing a new Appointed Sub-contractor, giving the Client advance written notice of the identity and location of the prospective Appointed Sub-contractor so that the Client may express an objection, on reasonable grounds, to the processing by the prospective Appointed Sub-contractor within 30 days in which case the Client and JSL will endeavour in good faith to agree an alternative arrangement to resolve any such objection, but for the avoidance of doubt the appointment of any new Appointed Sub-contractor will be at JSL's absolute discretion and JSL will have no obligation to act in accordance with any objection raised by the Client;
- 4.1.8 comply with the obligations imposed upon a Processor under the Data Protection Legislation, and use all reasonable endeavours to assist the Client to comply with the requirements of the Data Protection Legislation (including the obligations pursuant to Articles 32 to 36 of the UK GDPR (inclusive)); and
- 4.1.9 on termination of the Contract, cease Processing all Personal Data and within a reasonable period of time following termination return to the Client, or delete (at the Client's discretion), all Personal Data (and all copies under its possession or control), except to the extent JSL is required to retain copies for evidential

purposes and / or to comply by Applicable Law.

- 4.2 If the parties are unable to resolve any reasonable objection that the Client raises under Clause 4.1.7 (for example by the reasonable alteration of the Services by JSL to prevent the use of the proposed Appointed Sub-contractor) or JSL is otherwise unwilling to resolve or make available such change within a reasonable period of time, the Client may terminate the Contract by providing 30 days written notice to JSL.
- 4.3 JSL will notify the Client promptly (and in any event, within 48 hours), if it:
 - 4.3.1 becomes aware of any: (i) Personal Data Breach; (ii) breach of this Clause 4; or (iii) breach of the Data Protection Legislation, whether committed by JSL, JSL Personnel, or any Appointed Sub-contractors;
 - 4.3.2 is required by any Applicable Law to act other than in accordance with any of the Client's instructions given under Clause

4.1.1 above, provided JSL is not prohibited by law from so notifying the Client; or

- 4.3.3 considers, in its opinion (acting reasonably), that any of the Client's instructions under Clause 4.1.1 above infringe any of the Data Protection Legislation.
- 4.4 Following its receipt of any Data Subject Request or any Regulator Correspondence, JSL will:
 - 4.4.1 not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without the Client's prior written consent; and
 - 4.4.2 provide the Client with all reasonable co-operation and assistance required by the Client in relation to any such Data Subject Request or Regulator Correspondence.
- 4.5 Notwithstanding anything in this Contract to the contrary, this Clause 4 shall continue in full force and effect for so long as JSL Processes any Personal Data on behalf of the Client.