

**G-Cloud 15: Cyber Enhanced Security
Professional Services Service Terms**





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1. The Service – Overview

- 1.1** The Cyber Enhanced Security Professional Services provided by Vodafone Business Security Enhanced (“VBSE”) encompasses a variety of professional services options designed to cater to specific tasks, allowing the Buyer the flexibility to select the services that best align with their requirements. These include:
- (a) Cyber Security Review;
 - (b) Full Spectrum; and
 - (c) Retained Incident Response
- 1.1.2. Further details regarding each service are set out in clause 5 (Service Specific Conditions of Use) and clause 8 Service Elements.
- 1.2** The term “**Service**” or “**Services**” in these Service Specific Terms means the Cyber Enhanced Security Professional Services.

2. Service Term Structure

- 2.1** These Service Terms form part of the Call-Off Contract entered into under the G Cloud 15 Framework.
- 2.2** The Call-Off Contract comprises the Call-Off Order Form, the Supplier’s Service Terms, Service Definition and Pricing Document, and the applicable Call-Off Terms and Conditions.
- 2.3** These Service Terms describe how the Service operates and apply in conjunction with the Call-Off Contract.
- 2.4** In the event of any conflict or inconsistency between these Service Terms and the Call-Off Contract, the Call-Off Contract shall prevail.

3. General Conditions on the Buyer

The Service is available to Buyers that meet and agree the following criteria:

3.1 Additional Service Recipient:

- 3.1.1. If Buyer wishes to add an Additional Service Recipient, then Buyer shall:

- (a) provide the full corporate details of the Additional Service Recipient;
- (b) seek approval in writing from Supplier;
- (c) inform the Additional Service Recipient of the contractual arrangements; and
- (d) agree to pay such additional Charges as Supplier may reasonably request in relation to the approval of such requests.

3.2 Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. Buyer is responsible for ensuring Users’ compliance with this Agreement.

- 3.2.1. If Supplier provides each authorised User with User Details, Buyer is responsible for:

- (a) the security of User Details; and
- (b) providing Supplier with the identity of the authorised Users and keeping that information current.

- 3.2.2. Supplier accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions relating to the User Details up until the time that it informs Supplier that they are being used without authority or may be compromised.

3.3 AUP: Buyer shall comply with the AUP in using the Services.

- 3.4 Third Parties:** Buyer shall ensure that the Users and all Additional Service Recipients (if any) comply with this Agreement in relation to their use of the Services and Equipment and shall be liable to Supplier for the acts and omissions of the Users and all Additional Service Recipients (if any) in relation to this Agreement. Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.
- 3.5 Terms of Use:** Buyer shall not:
- (a) make unauthorised modifications to the Services;
 - (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities;
 - (c) do anything that causes the Network to be impaired;
 - (d) use automated means to make calls and/or texts or to send data (including via a GSM Gateway), unless expressly authorised in this Agreement;
 - (e) use the Services in a way that:
 - (i) may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights; or
 - (ii) is illegal, fraudulent or contrary to good faith or commercial practice to Supplier's detriment; or
 - (f) use the Supplier's SMS service to send mass notification messages, or mass marketing messages, whether or not the messages are unsolicited unless expressly authorised in this Agreement.
- 3.6 Service Monitoring:** Buyer gives express consent for Supplier to monitor Buyer's use of the Service (and disclosing and otherwise using the information obtained) to the extent allowed by Applicable Law to:
- (a) comply with Applicable Law;
 - (b) protect the Network from misuse;
 - (c) protect the integrity of the public internet and/or Supplier's systems and Networks;
 - (d) determine if Buyer has breached any conditions or restrictions on use of the Service;
 - (e) provide the Service; and/or
 - (f) take any other actions agreed or requested by Buyer.
- 3.7 Compatibility:** Buyer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and/or the Services, are in good working order (if applicable) and are compatible for use with the Equipment and/or the Services. Supplier shall use reasonable endeavours to advise Buyer of relevant requirements on request, but in no event shall Supplier be responsible for any performance or non-performance issues with the Equipment and/or the Services, or liable to support the Equipment and/or the Services, if Buyer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Equipment and/or the Services. Supplier may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Buyer any applicable Recovery Charge.
- 3.8 Security and Misuse:** Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Supplier through the implementation of appropriate security or user controls. Buyer shall not run any security tests, vulnerability scans or penetration tests on Supplier Equipment or Services without Supplier's prior written approval.
- 3.9 Unauthorised Equipment or Repairs:** Buyer acknowledges that:
- (a) Equipment or Buyer Equipment not authorised for use on the Network; or
 - (b) any unauthorised attempt to repair or tamper with the Equipment,
- may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- 3.10 End of Life**
- 3.10.1 Notification:** Where Equipment is End of Life, Supplier may, on provision of reasonable notice:
- (a) retire the Equipment; and/or
 - (b) provide the Buyer with an option of replacement Equipment which provides equivalent or improved functionality to the extent that alternatives are available.

3.10.2. Replacement: Where End of Life Equipment is replaced in accordance with clause 3.10.1 (Notification), the costs of such replacement shall be charged to Buyer a One-Off Charge and invoiced accordingly.

3.10.3. Continued Use: Where, following receipt of an End of Life notification in accordance with this clause, Buyer continues to use End of Life Equipment, or does not use its best endeavours to allow Supplier to replace the End Of Life Equipment, Supplier:

- (a) shall have no maintenance obligations for the End of Life Equipment;
- (b) shall not be liable for Buyer's use of the End of Life Equipment;
- (c) shall not be liable for any service levels relating to the Equipment; and
- (d) reserves the right to suspend all or part of the affected service.

3.11 Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service, Buyer shall (and Buyer acknowledges that failure to do so will excuse Supplier from liability for failure to deliver the Service):

- (a) install and configure the Buyer Equipment at Buyer Sites by the date necessary to allow Supplier to perform its obligations;
- (b) maintain the Buyer Equipment to Supplier's satisfaction, including prompt installation of security patches and updates;
- (c) immediately replace any Buyer Equipment which is declared by its manufacturer as end-of-life (or otherwise stops marketing, selling or supporting it) and notify Supplier of any such replacement;
- (d) promptly after the Service terminates, give Supplier access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- (e) warrant and undertake that Buyer has full authority to permit Supplier to perform the Service using the Buyer Equipment.

3.12 Exclusions:

3.12.1. Supplier does not guarantee that the Services will be continuously available and/or fault-free and Buyer acknowledges that faults may occur from time to time. This acknowledgement is without prejudice to any specific service levels agreed between the Parties in this Agreement.

3.12.2. Buyer is responsible for satisfying itself that the Services and any Equipment are suitable for its intended purpose and requirements (including but not limited to any resiliency and/or business continuity requirements). Supplier does not warrant or represent that the Services and Equipment are or will be fit for Buyer's intended purpose and requirements. Supplier recommends that Buyer obtains business continuity (or other) insurance that is appropriate for the nature of its business.

3.12.3. Supplier is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Buyer through use of the Services. Supplier accepts no responsibility for any such content, goods or services. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.

3.12.4. Buyer acknowledges that the Service is not intended for use by Consumers in the European Union. Without prejudice to the foregoing, the Buyer shall immediately notify Supplier if it becomes aware that anyone other than Supplier has made available, or intends to make available, the Service to a Consumer in the European Union.

3.13 Termination: Where Buyer terminates the Call-Off Contract during the Call-Off Contract Period, the Buyer agrees to pay Supplier's reasonable, committed and unavoidable losses resulting from the termination of the Call-Off Contract.

3.14 Network Sunset

3.14.1. Buyer hereby acknowledges and accepts that:

- (a) certain Network technologies used to provide the Service on Supplier Equipment or Buyer Equipment may retire prior to the expiry of the contract; and/or
- (b) current Networks may be replaced by further advanced Network technologies during the term of the Call-Off Contract.

3.14.2. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.

3.15 Planned Service Changes by Third-Party Providers: Supplier has been informed that BT Openreach (the "Third-Party Provider") for legacy PSTN is withdrawing the service, with full switch off expected to be complete by 31 January 2027. Supplier is entitled to move the Buyer from legacy PSTN to Ethernet Access Method as and when required. Buyer will be advised of an alternative Service Element and the associated Charges, as set out in these Service Terms below. Buyer will have the option to either order an alternative Service Element or to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.

3.16 Interpretation: In this Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa.

3.17 Format: If Buyer requires this Agreement (or any bills, communications or a document referred to in this Agreement) in a different format, call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille version, dyslexia-friendly or audio CD version. These contact details are for accessibility **help** only.

3.17.1. Buyer Obligations:

4.2.3.1 Buyer agrees to:

- (a) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
- (b) use the Fixed Equipment only for the purpose of using the Services, in accordance with Supplier's instructions and Applicable Law;
- (c) allow only Supplier's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);
- (d) adequately insure for, and notify Supplier immediately of loss, breach or suspected breach or damage to the Fixed Equipment;
- (e) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Supplier;
- (f) provide Supplier with:
 - (i) adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites; and
 - (ii) in the case of BPE patch cords and cabling; and
- (iii) 10 Supplier Working Days' notice of any known disruptive event (such as power disconnection).

4.2.3.2 Additionally, specifically in relation to BPE, Buyer shall:

- (g) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
- (h) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular:
 - (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and
 - (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.

3.17.2. Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Supplier from liability for failure to deliver the Service

3.17.3. install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Supplier to perform its obligations;

- (i) Maintain the Buyer Equipment including prompt installation of security patches and updates;
- (ii) Promptly after the Service terminates, give Supplier access to, and reasonable help with, disconnecting Buyer Equipment from the Service; and
- (iii) Warrant and undertake that Buyer has full authority to permit Supplier to perform the Services using the Buyer Equipment.

3.18 Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:

- (a) carry out, or permit Supplier or its subcontractors to conduct, a Site Survey;
- (b) prepare the Buyer Site for the Services in accordance with Supplier's instructions;
- (c) allow and/or have in place (or assist Supplier to do so at Buyer's cost) all third-party consents necessary to allow Supplier or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - (i) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Supplier reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - (ii) ensure that Buyer Sites are safe and have a suitable working environment.

3.19 Emergency Services:

3.19.1. **General:** In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, and/or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services.

3.19.2. **Buyer Obligations:** Buyer shall:

- (a) provide Supplier with complete and accurate Buyer Site address information; and
- (b) give Supplier at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information.

4.4.2.1 Buyer acknowledges that any failure to provide the information required in 3.19.2 may render emergency services unable to identify User's location.

3.20 Calls Using the Internet: Where a Service places calls using the internet, Buyer shall:

- 3.20.1. Make Users accessing the Service via a soft client aware that Supplier may be unable to automatically determine their location if they make an emergency services call using the Services.
- 3.20.2. Ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.
- 3.20.3. Provide a registered address where a Buyer or User will make calls over the internet including if there are multiple addresses where such calls will be made and keep information on all such locations up to date.

3.21 Survey: These Service Terms and each Service Element are subject to survey. In the event a Site Survey output results in an increased price from the Call-Off Contract, the Buyer has the right to cancel the affected Service Element only in accordance with the terms of this Service Offer and the Call-Off Contract.

3.22 Third-Party Costs: Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Supplier by third parties in connection with the provision of the Services. Such Charges (often referred to as Excess Construction Charges) are detailed in the Professional Services General Conditions on the Buyer section of these Service Terms. These Charges will be notified to the Buyer before any construction works take place. In the event this results an increased price from the Call-Off Contract, the Buyer has the right to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.

4. Professional Services General Conditions on the Buyer

4.1 The Services

- 4.1.1. Supplier agrees to use its reasonable endeavours to provide the Services detailed in the SOW pursuant to the terms set out in this Part One.
- 4.1.2. The SOW sets out a description of the Services (including Deliverables (if any)) to be provided by Supplier and any additional rights and obligations of each Party relating to the provision of the Services.
- 4.1.3. Supplier shall use reasonable endeavours to provide the Buyer with the Services in all material respects as set out in the SOW.
- 4.1.4. The Parties agree that the Agreement is non-exclusive and that nothing in the Agreement will restrict Supplier's ability to provide services and/or deliverables, which are the same as or similar to any Services offered by Supplier and/or provided to the Buyer under the Agreement.

4.2 Duration

- 4.2.1. The Agreement comes into effect on the date of the last signature that is applied to it.
- 4.2.2. Term: The Buyer agrees to procure and Supplier agrees to supply the Services from the Agreement Start Date for the Minimum Term and thereafter for any Renewal Term(s) (together the "Term") unless notice to terminate the Service is given in accordance with this Agreement.

4.3 Acceptance

- 4.3.1. The Buyer shall be deemed to have accepted the Services as complying with the SOW, unless the Buyer notifies Supplier in writing within 5 Working Days of receiving such Services that they do not materially comply with the SOW and provides evidence of such non-compliance.
- 4.3.2. If the Buyer notifies Supplier in accordance with clause 4.3.1 that the Services materially do not comply with then SOW, then Supplier shall be permitted to rectify such non-compliance and resubmit those Services to the Buyer on a date to be agreed by the Parties (each acting reasonably).

4.4 Access and Documentation

4.4.1. The Buyer shall:

- (a) provide all assistance, documentation, materials, and accurate information (including in relation to identification, legitimation and billing details) required by Supplier for the purpose of the Services;
- (b) permit Supplier access to the Buyer's premises or other agreed delivery address, and to such facilities as Supplier reasonably may require to perform the Services;
- (c) ensure that any person attending a Buyer site from Supplier or on behalf of Supplier shall have a safe and suitable working environment;
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for the performance of the Services before the date on which the Services are to start; and
- (e) keep and maintain the Supplier Material at the Buyer premises in safe custody at Buyer's own risk, maintain the Supplier Material in good condition until returned to Supplier and not dispose of or use the Supplier Material, other than in accordance with Supplier's written instructions or authorisation.

4.4.2. **Site Access:** Supplier shall use reasonable endeavours to minimise interference with and inconvenience to the business of the Buyer in the provision of any Services at the Buyer sites.

4.5 Accuracy:

4.5.1. The Buyer confirms that any information which it provides to Supplier in connection with this Agreement or the provision of the Services is and will be complete and accurate and acknowledges that any incompleteness, inaccuracy or mistake may have an adverse effect on the assumptions set out in the Agreement and the provision of the Services.

4.5.2. The Buyer shall at all times indemnify and keep indemnified Supplier against all losses (including the costs of appropriate legal defence) suffered or incurred by Supplier arising in relation to any infringement or alleged infringement of any third party's Intellectual Property Rights as a result of Supplier's use or possession of any Buyer Materials to provide the Services.

4.5.3. If Supplier's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default") then:

- (a) Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent that the Buyer Default prevents or delays Supplier's performance of any of its obligations; and
- (b) the Buyer shall reimburse Supplier for any costs or losses sustained or incurred by Supplier arising directly or indirectly from the Buyer Default.

4.6 Use

4.6.1. The Buyer will only use the Services (and will ensure that Users only use the Services) in accordance with Applicable Law, the terms of this Agreement and any other reasonable instructions or conditions notified to the Buyer by Supplier. The Buyer shall ensure that Users also comply with the obligations set out in this Agreement.

4.6.2. The Buyer shall not use, and shall ensure that Users do not use, the Services in any way that may reasonably be considered to be (i) contrary to the intended conditions of use (including any unauthorised modification); (ii) a nuisance, defamatory, offensive, abusive, or obscene or in violation of any person's rights; (iii) illegal; (iv) fraudulent; or (v) contrary to good faith commercial practice.

4.6.3. Without prejudice to clause 4.6.2, any User may use the Services in accordance with the terms and conditions of this Agreement, but the Buyer will remain responsible for all obligations relating to the Services.

4.6.4. Supplier may suspend the Services (keeping the suspension to minimum): (i) in order to comply with Applicable Law (including in relation to sanctions and export control); and (ii) during maintenance, modification, repair and testing of the Network and (iii) when necessary to safeguard the functionality, security and integrity of the Network.

4.7 Delivery

4.7.1. **Delivery address:** The Services shall be delivered to the delivery address set out in the SOW (if relevant).

4.7.2. **Dates:** Unless agreed otherwise, dates for delivery are reasonable estimates only and are not guaranteed and time shall not be of the essence for performance of the Services, however, they are given as accurately as possible at the time they are given.

4.7.3. **No reproduction:** The Services are solely for the Buyer's private and confidential use and the Buyer must not reproduce them (in whole or in part) for third parties or enable any third party to rely upon them (in whole or in part) for any use whatsoever.

- 4.7.4. **Separate stages:** Where the Parties agree in the SOW to invoice the provision of the Services in stages, each separate stage shall be treated as a distinct stage and failure by Supplier to deliver, or any claim by the Buyer in respect of a stage shall not entitle the Buyer to repudiate and/or terminate the Agreement as a whole.
- 4.7.5. **Right to reject:** The Buyer shall have no right to reject the Services and shall have no right to rescind for late delivery unless the due date for delivery has passed and the Buyer has served on Supplier a written notice requiring the Services to be delivered and giving Supplier not less than 20 Working Days in which to do so and the notice has not been complied with.
- 4.8 Postponement**
- 4.8.1. **Buyer postponement:** If Supplier and the Buyer have agreed a date or dates for delivery of any Services, the Buyer may only postpone such date or dates by giving Supplier at least 10 Working Days' notice prior to commencement of provision of these Services. If such notice is not given, Supplier may render an invoice to the Buyer as if delivery had taken place on the agreed date.
- 4.8.2. **Postponement after commencement:** If Supplier, at the Buyer's request, delays the provision of Services once provision has commenced, Supplier may render an invoice for the full value of the Services provided prior to the date of postponement.
- 4.9 Warranty**
- 4.9.1. Full Power and Authority: Each of the Parties warrants that it has full power and authority to perform and observe its obligations under this Agreement.
- 4.9.2. Supplier does not make any representation or give any warranty, guarantee or other term as to the quality, fitness for purpose or otherwise of any goods supplied by the Buyer and used by Supplier in connection with the provision of the Services.
- 4.9.3. No other warranties: Unless expressly set out in this Agreement all other warranties, representations and conditions (whether express or implied) are expressly excluded to the extent allowed by Applicable Law.
- 4.10 Confidentiality and Announcements**
- 4.11 Disclosure:**
- 4.11.1. Each Party shall handle the other Party's Confidential Information received by it in connection with the Agreement on the following basis:
- (a) keep it confidential for 3 years after the date of disclosure;
 - (b) use it solely for the purpose of performing its obligations or exercising its rights in respect of the Agreement;
 - (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors (or those of its Group) who need it to perform obligations, exercise rights or conduct audits in connection with the Agreement, or as required by Applicable Law;
 - (d) ensure that such persons keep it confidential; and
 - (e) return or destroy it on termination of the Agreement save when it is necessary to keep it for regulatory reasons in secure archives.
- 4.11.2. These provisions do not apply when the Confidential Information received:
- (a) is or becomes public knowledge without breach of the Agreement;
 - (b) was already in a Party's possession free of obligations of confidentiality; or
 - (c) is received from a third party free of obligations of confidentiality.
- 4.11.3. Announcements: Any announcement or public statement relating to this Agreement must be approved by both Parties in writing prior to its release.
- 4.12 Liability**
- 4.12.1. **Compliance with regulation:** Each Party ("Responsible Party") retains responsibility for compliance with the regulatory regime in which it operates (including compliance with Applicable Privacy Law). In this respect (i) the other Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the Responsible Party; and (ii) the Responsible Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the other Party.
- 4.13 Intellectual Property Rights**
- 4.13.1. **Supplier retains IPR ownership:** The Intellectual Property Rights that exist in the Services (or any part thereof) supplied under this Agreement, as well as any improvements or modifications thereto, belong to Supplier (or a member of the Vodafone Group) or its licensors and, other than necessary for use permitted under this Agreement, no other right, licence or transfer of such Intellectual Property Rights is granted (whether explicitly or implicitly) to the Buyer.

- 4.13.2. **Buyer's Licence:** Subject to clause 4.12.3 and the Buyer paying the Charges, from the date on which the relevant Deliverable is made available to the Buyer, Supplier grants to the Buyer a non-transferable, non-sublicensable and non-exclusive licence to use the Deliverable for the Buyer's internal use, for the purpose set out in the SOW and in accordance with Supplier's instructions.
- 4.13.3. **Third Party Rights:** The Buyer acknowledges that, in respect of any third party Intellectual Property Rights, the Buyer's use of any such Intellectual Property Rights is conditional on Supplier obtaining a written licence from the relevant licensor on such terms as will entitle Supplier to license such rights to the Buyer.
- 4.13.4. Buyer shall comply with any (i) licence agreement relating to Supplier software, (ii) third party provider terms provided with any equipment, (iii) end user licence terms specified in the SOW relating to the Service, and (iv) any shrink-wrap or click-through and open source software licences. If Buyer does not accept the terms of the licence of any software required in order for the Services to be performed: (i) Supplier will be excused from performing any Services relying on such software; and (ii) the Buyer's obligations to pay the Charges shall not be affected. Where software is subject to a software licence, the terms of the software licence shall comprise Buyer's sole rights and remedies in respect of such software.
- 4.13.5. **Supplier Material:** All Supplier Materials are the exclusive property of Supplier or its licensors.
- 4.13.6. Without prejudice to its other rights and remedies under or in connection with this Agreement, in the event the Buyer breaches this Agreement or becomes Insolvent, Supplier may terminate or suspend any licence granted to the Buyer in connection with this Agreement at any time, in whole or in part, with immediate effect.
- 4.13.7. **Supplier's Licence:** The Buyer hereby grants to Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use any Buyer Intellectual Property Rights to the extent necessary to provide the Services.

4.14 Termination of the Agreement

- 4.14.1. Either Party may terminate this Agreement by giving written notice to the other Party, having immediate effect, if the other Party:
- (a) commits a material breach of this Agreement and such breach is incapable of remedy or, where the breach is capable of remedy, fails to remedy the breach within 30 days of written notice from the other Party; or
 - (b) becomes Insolvent.
- 4.14.2. The rights of either Party under this Agreement to terminate this Agreement are in addition to that Party's other rights and remedies (whether arising out of or in connection with this Agreement or arising under the law or equity).
- 4.14.3. Upon termination of this Agreement for any reason:
- (a) Supplier may cease provision of any uncompleted Services;
 - (b) the Buyer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest, an amount equivalent to Supplier's incurred unrecoverable costs, Buyer approved expenses, and fees in respect of Services supplied but for which no invoice has been submitted, Supplier shall submit an invoice, which shall be payable by the Buyer within five (5) days of receipt; and
 - (c) the Buyer shall promptly return to Supplier (or upon request by Supplier destroy) all Deliverables that the Buyer has not paid for, all Supplier Materials and all Supplier Confidential Information that are in the Buyer's or any User's possession or control and provide a signed statement that it has done so. If the Buyer fails to do so, then Supplier may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose.
- 4.14.4. The accrued rights, remedies, obligations and liabilities of the Parties as at termination of this Agreement shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

4.15 Changing the Terms

- 4.15.1. **Changes:** With the exception of changes made in accordance with clause 4.14.2 (Amendments Required by Law), any amendment to the Professional Services Agreement must be in writing and signed by the Parties.
- 4.15.2. **Amendments Required by Law:** Supplier may at any time without notifying the Buyer make any changes to the Services which are necessary to comply with any safety or other legal or regulatory requirements or which do not materially affect the nature or quality of the Services.
- 4.15.3. **Assignment**
- 4.15.4. **Assignment:** Save as set out in this clause 4.15 neither Party may assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, Supplier may assign or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, to any company within the Vodafone Group without the consent of the Buyer. Buyer shall do all acts and things required to effect such transfer to any company within the Vodafone Group.
- 4.15.5. **Sub-contract:** Supplier may sub-contract any of its obligations under this Agreement but shall be responsible to the Buyer for the acts or omissions of its sub-contractors.

5. Service Specific Conditions of Use

5.1 Service Methodology: the Service is delivered in the following 4 phases:

1. Engagement Management

- Identify key stakeholders
- Agree timescales and outputs
- Overview of scope

Project Initiation Meeting conducted by the Supplier and Buyer key stakeholder(s). The purpose of the meeting is to:

Confirm the scope of the project and agree appropriate terms of reference, objectives and deliverables:

- Agree reporting lines
- Agree appropriate timescales for delivery of the work, including document reviews, workshops, midpoint project reviews and evidence collection
- Confirm the staff and other contacts involved
- Identify and mitigate sensitive issues that may impact the review

Produce a Project Initiation Document for agreement by all parties within a reasonable time agreed with Buyer in accordance deliverables and milestones and this will act as the key reference point for completing the project. This document will incorporate the above points and a high-level agenda / itinerary.

2. Business Context

Establish a clear understanding of risk posture and the key issues that the Buyer faces or is likely to face. Supplier will then have the context required to make specific recommendations relating to the ongoing security activities that should be performed.

During this phase Supplier will:

- Discuss business objectives and operating processes to understand the:
 - Business strategy and goals as well as expectations for future cyber security maturity
 - Technology requirements that support the strategy
 - Current and future security requirements
- Identify key risk management approach and agree on risk evaluation criteria (e.g. impact, probability, risk)
- Scope of the project
- Identify the high-level data (information) assets owned, managed and utilised
- Identify critical systems and services (supporting assets) owned, managed and utilised

3. Business Impact Assessment

The BIA is the foundation for any threat and risk management as it identifies Buyer's assets and classifies them according to their sensitivity. During this phase Supplier will work with the Buyer to:

- Identify the high-level data (information) assets owned, managed and utilised
- Supplier will gain an understanding of the scope and boundaries of security within the customer's organisation and establish the evaluation criteria for the maturity assessment
- Identify critical systems, services and supporting assets that are owned, managed and utilised:
 - Agree ownership of those assets within the organisation
 - Assign confidentiality, integrity and availability scores to each asset based on the likely impact to the business in the event of compromise, and receive agreement of those levels from the asset owner(s)

4. Cyber Threat Assessment

During this phase Supplier will complete an assessment of the typical cyber threats the customer could potentially be exposed to.

In summary:

- Provide a comprehensive overview of the threat picture, specific to Buyer's organisation
- Provide high level context regarding the spectrum of threats the Buyer face, where they come from, what is likely to be targeted, and how
- Conduct open source research concerning the customer and threats to relevant industry sectors

The output of this phase will contain:

- Analysis of threat actors, with an assessment of their capability, intent, and motivation
- Analysis of the assets which are likely to be targeted
- Enumeration of analysis of threat vectors – the means by which attacks are likely to occur

5. Controls Assessment

Once Supplier has an understanding of the threats faced by the customer, they conduct a number of meetings with key stakeholders. This will assess the current status of the information security controls in place to mitigate risk.

During the workshops a number of key roles from the customer business must be represented and to participate and provide relevant information and/or evidence to support the assessment process. Stakeholders include, but are not limited to:

- Project/Programme Sponsor – understand the background to the project, objectives and importance to the business
- Infrastructure/IT Management – gain an overview of in scope systems and of the main ways in which data is secured, such as use of encryption and access control
- Information Security/CIO/InfoSec Manager – gain an understanding of the existing information security management processes and procedures in place
- Network Support/Management/Infrastructure/Security Architects – understand the network topology, segregation and external links into the corporate IT network, and how the network/applications/security requirements are defined and implemented
- Operational staff – understand business level processes that could impact the security of the in scope systems
- HR Management – understand the headcount, training and skills development of the teams supporting various functions.
- At the end of the sessions the consultant will present their initial findings and key stakeholders will have an opportunity to discuss the next steps.

Undertaking the Cyber Security Framework Review lays the foundations for the strategy development and ensuring that any future activity is focused on the correct areas.

6. Analysis and Reporting

Document findings to present a baseline of the Buyer's cyber security posture against the latest version of the applicable control framework. Where required we will also map the findings from the original base controls assessment to other cyber security frameworks and standards as required. Those frameworks and standards include but are not limited to CIS – 20 Critical Security Controls and ISO27001:2013 Information Security Management System. The report will be delivered securely using the Supplier's Secure File Exchange (SFE).

7. Debrief and Next Steps

Once Supplier gains an understanding of the Buyer's cyber security maturity, in collaboration with the Client's project sponsor our consultant will provide a high-level roadmap. The roadmap gives Buyer a tangible view of its strengths and weaknesses, and prioritisation to address them. Additionally, the Buyer can quickly see its current and desired maturity rates.

Following delivery of the report Supplier will conduct an on-site visit to deliver a formal presentation. This can be delivered in a number of formats to be agreed during the project, however, this typically includes:

- Executive briefing to Board and Project Sponsor
- Presentation to the technical teams and discussion of recommendations and proposed high-level roadmap.

5.2 Buyer Dependencies:

5.2.1. In addition to any other responsibilities or assumptions described in this Agreement, the Buyer Dependencies are as follows and the Buyer recognises that if it fails to comply with the following dependencies, Supplier is relieved from performing or delivering the Service and may choose to suspend or terminate this Agreement:

- (a) Buyer will perform and complete the responsibilities and assumptions set out in this Agreement prior to the Service Commencement Date.
- (b) Buyer will make any decisions required of it promptly and without delay.
- (c) Buyer is responsible for: (a) Buyer's use of the Service and Deliverables, (b) ensuring that the scope, as set out in this Agreement, meets Buyer's requirements, and (c) compliance with all Applicable Laws and regulations applicable to Buyer in connection with its use of the Service and/or Deliverables.
- (d) Supplier is performing the Service at Buyer's request and has no intention of committing any civil or criminal offence. The Buyer acknowledges and agrees that, no act or omission arising out of or related to provision of the Service and/or Deliverables, or compliance with law, will be deemed to exceed the scope of any authorization or Consent obtained in connection with this Agreement.
- (e) Buyer remains responsible for supervision and performance of other contractors, vendors or third parties engaged by Buyer.
- (f) Buyer agrees and authorises Supplier to do all acts as necessary for the performance of the Service, including:
 - (g) access to Buyer Property and physically connect, disconnect, install, update, upgrade, manage and operate equipment, tools and software on Buyer Property; and
 - (h) to the extent required to comply with law, or take such actions with respect to Buyer Property required by law enforcement authorities or regulatory authorities. In such cases Supplier shall use reasonable endeavours to notify Buyer in advance, where it is permitted by such law enforcement and/or regulatory authorities to do so.
 - (i) Buyer agrees and authorizes Supplier to retain for its business purposes any indicators of compromise, malware, anomalies or other metadata found as part of, or related to the performance of the Service ("**Metadata**"). Supplier may analyse, copy, store, and use such Metadata in an aggregated, and de-identified manner.
 - (j) Buyer shall notify Supplier of any applicable export control requirements related to Buyer Property and obtaining any required licenses with respect to such Buyer Property.
- (k) At the completion of the Service, Buyer shall be responsible for the decommissioning of any virtual servers on which Network Sensors were deployed.

5.2.2. In respect of hardware and software:

- (a) Any hardware or software, inclusive of the Scripts, provided by Supplier ("**Supplier Hardware & Tools**") remains the property of Supplier or its licensors and the Buyer is not granted a license hereunder to use such Supplier Hardware & Tools. Unless otherwise agreed by Supplier and the Buyer in writing, the Buyer will not have access to such Supplier Hardware & Tools other than to install such in accordance with Supplier's or its licensor's instructions provided to Buyer. The Buyer shall remove all Supplier Hardware & Tools from the Buyer's system at the end of term stated in the Order.
- (b) The Buyer, or its personnel or contractors shall not interfere with or damage any Supplier Hardware & Tools installed on the Buyer's network or Endpoints for purposes of the Service, or otherwise attempt to compromise such Supplier Hardware & Tools.
- (c) Supplier will only be able to perform services requiring use of Supplier Hardware & Tools to be installed across networks, devices or endpoints or identify risks and/or threats that exist on those networks, devices or endpoints (i) upon which it is able to install the applicable device or tool and (ii) which respond as required or expected by the device or tool. Buyer shall ensure that each network, device or Endpoint included in the Service is made available for the Supplier Hardware & Tools installation and connected to Supplier's or Buyer's network at the time of installation. The Buyer acknowledges and agrees that Supplier may not identify risks and/or threats on those devices or tools for which proper installation of the Supplier Hardware & Tools does not occur.
- (d) The Buyer acknowledges and agrees that any Supplier Hardware & Tools installed, updated or upgraded by Supplier on Buyer Property may (i) cause a device to automatically communicate with Supplier's servers to deliver the Service, and (ii) collect Personal Data that may be present on the device. The Buyer may withdraw consent in respect of the installation of such Supplier Hardware & Tools at any time by contacting Supplier in advance and then removing the Supplier Hardware & Tools.

5.2.3. **Indicators of Compromise ("IOCs"):** Buyer agrees that any IOCs, which are identified by Supplier during the provision of the Service, may be added to Supplier's proprietary IOC databases to improve its overall services offering, provided that any such IOCs will be stripped of any Confidential Information.

5.3 General Assumptions and Dependencies:

5.3.1. The general assumptions and dependencies applicable for this Service are:

- (a) All work is carried out on a fixed fee basis.
- (b) There will be no changes to the scope of the Service, as set out in this Agreement.
- (c) The Service is not warranted to:
 - (i) detect or identify all security or network threats to, or vulnerabilities of Buyer's networks or other facilities, assets, or operations;
 - (ii) prevent intrusions into or any damage to Buyer's networks or other facilities, assets, or operations;
 - (iii) return control of a Buyer or third party system where unauthorized access or control has occurred; or
 - (iv) meet or help Buyer meet any Applicable Law, industry standard or any other requirements including the Payment Card Industry Data Security Standard. It is Buyer's sole responsibility to provide appropriate and adequate security for its company, its assets, systems and employees.
- (d) Buyer must promptly notify Supplier of any changes to the information provided by Buyer in the
- (e) Supplier 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 Buyer and if Buyer chooses not to follow such reasonable recommendations, advice or instructions, Buyer acknowledges that Supplier shall not be responsible for any losses or claims made by the Buyer that arise from Buyer's failure to follow such recommendations, advice or instructions.
- (f) While Supplier 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 Buyer Property, Buyer 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 Buyer policies or industry standards, or otherwise impair Buyer Property (each a **"Buyer Damage"** and together the **"Buyer Damages"**) and, Supplier will not be liable to the Buyer or its respective employees or any third parties of the Buyer for Buyer Damages arising from the foregoing. To the extent possible, prior to commencing any provisioning of the Service, Supplier shall identify and inform the Buyer of any Buyer Damage associated with the Service.
- (g) Buyer agrees that Supplier has the right to anonymise and aggregate Buyer Data that will not in any way reveal the Buyer Data as being attributable to the Buyer with other data and leverage anonymous learnings and insights regarding use of the Service (the anonymised data, **"Supplier Insights Data"**), and that Supplier owns Supplier Insights Data and may use Supplier Insights Data during and after the term of this Agreement solely to develop, provide, and improve Supplier products and services.
- (h) Buyer agrees that Supplier is not liable to Buyer for Buyer Damages provided that Supplier will use reasonable care to carry out the Service in line with Good Industry Practice and in accordance with the terms of this Agreement.
- (i) The Buyer agrees that, to the extent permitted by Applicable Law, it shall not bring any claim against Supplier 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.
- (j) Buyer acknowledges that, in providing the Service, Supplier will access Buyer Systems and data. Buyer 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 Supplier 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 (**"Buyer Consent"**) in a timely manner as necessary for Supplier 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 Supplier may use or require access to in performing the Service. For purposes of this Clause, **"System"** means, as applicable, Buyer's or a third party's computer environment, network, equipment, software and related services.
- (k) Supplier 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 Buyer Consent.

5.4 Materials and Software

- 5.4.1. Supplier may use certain third-party software products ("Third-Party Software") in its provision of the Service. The Buyer agrees and acknowledges that the Buyer will not be provided access to these products. Any output directly from the Third-Party Software that is used by Supplier in connection with the provision of the Service to the Buyer without further input from Supplier is being provided on an "as-is" basis and is excluded from any warranties set out in this Agreement.
- 5.4.2. Supplier reserves the right to: (i) change the hosting provider used to host any proprietary or Third-Party Software used for the provision of the Service; and (ii) change any Third-Party Software it uses to provide the Service to Buyer, provided that such changes do not materially impact the Service.
- 5.4.3. With regard to any Third-Party Software provided as part of the Service, the Buyer agrees not to, directly or indirectly do any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Third-Party Software; (ii) modify, translate, or create derivative works based on any element of the Third-Party Software or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Third-

Party Software; (iv) use the Third-Party Software for any purpose other than the performance of the Service in accordance with this Agreement; (v) remove any proprietary notices from Third-Party Software or related materials furnished or made available to Buyer; and/or (vi) permit any third party to access the Third-Party Software.

- 5.4.4. Supplier may additionally utilize custom-developed software, scripts, exploits, and other technologies (“Custom Products”) in its provision of the Service. Such technologies may be deployed on Buyer systems during the provision of the Service. Any such technologies remain Supplier intellectual property, and Supplier retains all corresponding rights to these technologies. Supplier shall not be obligated to provide Buyer with copies of, access to, or a license for such technologies.

5.5 Out of scope statement:

- 5.5.1. The following are not in scope for the Service:

- (a) Configuration changes on customer network or infrastructure
- (b) The supply or fit of customer premises equipment (CPE)
- (c) Supplier will not undertake any activities deemed the responsibility of the Buyer in the SOW/contract
- (d) Review and analysis of data that is not Repository Data and data outside of the Environment. Supplier will not make any enquiries in relation to, and is not responsible for reporting on, any documents or matters other than the Repository Data.
- (e) Expert testimony or litigation assistance or support services
- (f) Provision of any regulated service. Supplier is not licensed or certified in any country, state, or province as a public accountant, auditor or legal advisor, or private investigator and is not being retained to provide accounting services, accounting guidance, audit or internal control advisory services, tax or legal advice or investigatory services that would require a license.
- (g) Data collection for Endpoints or networks not addressed by the deployed Scripts or Network Sensors.
- (h) Remediation activities and/or mitigation efforts resulting from the identification of a cyber risk or hygiene issue unless agreed under a separate contract with Supplier.
- (i) Quality assurance or review of any implementation of mitigations or recommendations made by Supplier in the course of providing the Service.
- (j) Any intentional interception of communications between the Buyer and a third party or between two or more third parties that is not authorized or directed by the Buyer in the Service Order as part of Supplier’s delivery of the Service. For the purposes of this paragraph, interception means modifying or interfering with the Environment or its operation, or monitoring transmissions made by means of the Environment, such that some or all of the contents of the communication are made available to Supplier while being transmitted and as a direct result of Supplier’s performance of the Service in line with the scope agreed in the Service Order.
- (k) Incident response and digital forensics services, including any response related to cyber risks or hygiene issues identified in the course of providing the Service.
- (l) Threat hunting services, including proactive search for the presence of potential active breach or compromise(s), malware infection(s), or general adversary activity inside the Buyer network or resident on Endpoints
- (m) The services detailed in this SOW shall be provided remotely and constitute Supplier’s complete scope of work. All other services (and the provision of services onsite) are out of scope for the Service.

6. Technical Pre-requisites

- 6.1 Buyer agrees, on its own behalf and on behalf of each of its Buyers (as applicable):

- 6.1.1. Buyer shall provide reasonable cooperation and procure the cooperation of its staff to Supplier and any Third Party Providers when requested (including access to people, premises, systems and equipment owned, operated or controlled by the Buyer) to enable Supplier to perform the Services;
- 6.1.2. Where the Services are to take place on Buyer’s premises the Buyer shall ensure that a suitable working space is provided for Supplier representative and any Third Party Providers, which shall include a desk, internet access and, where necessary to perform the Services, access to networks, data centres, server rooms and/or switch rooms to perform the Services;
- 6.1.3. Buyer shall ensure that, where the Services are taking place on the Buyer’s premises, the premises are safe. Buyer shall indemnify, keep indemnified and hold harmless Supplier in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which Supplier (or its Affiliates or Third Party Providers incurs or suffers in any way whatsoever arising out of or in connection with any claim or action against Supplier for death and/or personal injury arising out of Buyer’s failure to provide safe premises.
- 6.1.4. Buyer accepts and acknowledges that, while Supplier may give opinions and recommendations based on its industry experience and expertise, the Services and any associated Deliverables do not constitute legal advice, and Buyer is advised to seek such independent legal advice if it feels it necessary to do so.

6.1.5. Complete. Sign and return prior to commencement of the Service an Authorisation to Test form in the form provided by Supplier.

7. Data Protection

Supplier as a Data Controller

7.1 Supplier as a Data Controller: Supplier acts as an independent Data Controller for the Processing activities in these clauses 7.1 – 7.5 (Data Controller role and processing activities) and any additional activities listed in the Service Terms.

7.2 Buyer as a Data Controller: The Parties acknowledge that Buyer will also act as an independent Data Controller for any Personal Data relating to Supplier employees or representatives, for example business contact information.

7.3 Processing Activities: Supplier may process:

7.3.1 Personal Data to:

- (a) manage account relationships;
- (b) send bills;
- (c) fulfil an Order or delivery;
- (d) provide customer service; and
- (e) control access to Supplier's systems that support the Services.

7.3.2 As an electronic communications service's provider, Traffic Data in accordance with Applicable Laws to:

- (a) deliver User communications;
- (b) calculate Charges for each User;
- (c) identify threats to the Network or Services and protect against them; and
- (d) internally develop and improve the Network or Services.

7.4 Data Disclosures: Supplier may disclose Personal Data and Traffic Data:

- (a) to Supplier Group or third parties for the purpose of supporting the Processing activities described in this clause 7 (Data Protection) or as permitted under Applicable Privacy Law; and
- (b) as required by Applicable Law, court order, or any Authority (including Privacy).

7.5 Privacy Notice: Supplier's privacy notice can be accessed at: www.vodafone.co.uk/privacy.

Supplier as a Data Processor

7.6 Supplier as a Data Processor: Supplier acts as a Data Processor for the specific processing as set out in the relevant Service Terms.

7.7 Processing Personal Data: Supplier may only Process Personal Data on behalf of the Buyer:

- (a) to provide and monitor a Service as outlined in the Service Terms; or
- (b) for any other purpose agreed in writing between the Parties. Additional instructions from Buyer require prior written agreement and may be subject to Charges.

7.8 Changes to Sub-Processors: If Supplier adds or replaces a Sub-Processor, Supplier shall inform the Buyer of changes to Sub-Processors where Supplier is required by Applicable Privacy Law by:

- (a) providing at least 10 Working Days' prior notice; or
- (b) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least 10 Working Days before Supplier authorises and permits the new or replacement Sub-Processor access to Personal Data in order to give the Buyer the opportunity to reasonably object to such changes.

7.9 Sub-Processor Obligations: Supplier will enter into binding agreements with its Sub-Processors, who will have substantially the same legal obligations for Processing activities as Supplier under these clauses 0 to 0 (Data Processor role and related requirements). Supplier will be liable to Buyer for the performance of that Sub-Processor's obligations.

7.10 Data Retention: Supplier may keep Personal Data for as long as required to deliver the Service. After this Agreement is terminated, and unless Applicable Law requires otherwise, Supplier will:

- (a) delete the data within a reasonable time frame;

- (b) return the data if the Buyer provides notification before termination of the Agreement.

7.11 Data Access: Supplier may give access to Personal Data only if necessary to meet its obligations in relation to the Service and will take reasonable steps to ensure that whoever accesses the data:

- (a) is under a statutory or contractual obligation of confidentiality;
- (b) is trained in Supplier's policies for handling Personal Data; and
- (c) does not Process Personal Data except as instructed by Buyer, unless Applicable Law requires otherwise.

7.12 Data Security:

7.12.1 As required by Applicable Privacy Law, Supplier will:

- (a) provide technical and organisational measures for a level of security appropriate to the risk presented by Processing taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing;
- (b) comply with Supplier information security policies based on ISO / IEC 27001:2013;
- (c) give Buyer all information, assistance, and co-operation it may reasonably require to comply with Applicable Privacy Law;
- (d) notify Buyer without undue delay of any unauthorised access to Personal Data that results in loss or unauthorised disclosure of, or alteration to, Personal Data;
- (e) provide reasonable assistance to Buyer in relation to any Personal Data breach notification that Buyer is required to make under Applicable Privacy Law; and
- (f) when requested by Buyer and before any Processing, provide reasonable assistance with:
- (g) carrying out a privacy impact assessment of the Services; and
- (h) consulting the relevant Privacy Authority regarding Processing activities related to the Services.

7.1.2. Further information on data security measures can be found at www.vodafone.com/business/customer-security.

7.13 Audits and Inspections: If Buyer has a right of audit and inspection under Applicable Privacy Law, it agrees to act as follows:

- (a) Buyer may ask to review Supplier's security organisation, and the good practice and industry standards contained in Supplier's information security policies no more than once each calendar year, and any such review shall relate only to data protection compliance of the Services; and
- (b) ensure its instructions comply with Applicable Privacy Law. Supplier will inform Buyer if it believes any Buyer instruction infringes Applicable Privacy Law or any confidentiality obligations.

7.14 Buyer Responsibilities: Buyer accepts and agrees that they are responsible for:

- (a) reviewing the information Supplier makes available; and
- (b) determining if the Services meet Buyer's requirements and legal obligations.

7.15 Onward Transfers out of the EEA and UK: Supplier may onward transfer Personal Data to a country outside the European Economic Area, the UK or a country that has not been designated by the European Commission or Secretary of State in the UK as ensuring an adequate level of protection under Applicable Privacy Law, only if:

- (a) the data is transferred in line with the requirements under Applicable Privacy Law;
- (b) the Processing or transfer does not put any Buyer in breach of Applicable Privacy Law; or
- (c) Applicable Law requires it. In this case, Supplier will inform Buyer of that legal requirement before Processing, unless prohibited by Applicable Law.

7.16 Law Enforcement: Supplier:

- (a) may receive legally binding demands from a law enforcement authority for the disclosure of, or assistance with Personal Data, or be required by Applicable Law to disclose Personal Data to persons other than Buyer ("Demand");
- (b) is not in breach of any obligation to Buyer in complying with the Demand; and
- (c) will notify Buyer of the Demand as soon as possible, unless prohibited by Applicable Law.

7.17 Data Subject Enquiries: Taking into consideration the nature of the data processing conducted by Supplier on behalf of the Buyer, Supplier shall assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subjects' rights laid down in Applicable Privacy Law.

8. Service Elements

8.1 The Service has been designed to help the Buyer understand its readiness for a Cyber-Attack.

8.2 The Service aims to determine if there is evidence of cyber risks, operational vulnerabilities, cyber hygiene issues, known indicators of compromise, configuration and asset variations, and potential anomalous events present on the Environment.

8.3 The Service is executed through the deployment of a Script on the Buyer's Environment which then collects Repository Data. Where applicable, recommendations are made to the Buyer in the reports and the findings are listed in a recommended priority order.

8.4 The Service comprises of :

- (a) Asset Identification
- (b) Threat Identification
- (c) Control Maturity
- (d) Industry Benchmark
- (e) Independent Assessment
- (f) Roadmap

8.4.2. Supplier shall undertake all services described in an agreed SOW.

8.4.3. The SOW shall be based on conversations/meetings/emails/discussions with the Buyer and Supplier. All Buyer engagements must be detailed and defined in the SOW.

8.4.4. Supplier shall perform the review using the most relevant framework using one of the following:

- (a) U.S. National Institute of Standards and Technology (NIST) CSF which was developed in order to "Improve Critical Infrastructure Cyber Security".
- (b) International Organisations for Standardisation (ISO) and International Electrotechnical Commission (IEC) standard for information security (ISO/IEC 27001).
- (c) Centre for Information Security (CIS) Top 20 Critical Security Controls (CSC).

8.4.5. The framework(s) used will be dependent upon the type of assessments to be performed and will be defined in the Work Order.

9. Service Level Agreement

9.1 Any service levels set out in a SOW remain subject to availability of commercial travel, visa application processing times and the availability of travel health services e.g. travel vaccinations and immunisations.

10. General Definitions

10.1 The following definitions apply to the **section 3 - General Conditions on the Buyer** of these Service Terms:

Additional Service Recipient	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.1 (Additional Service Recipient).
Agreement	this agreement, consisting of the documents set out in clause 2 (Service Terms Structure).
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, regulatory Authority, each as relevant to (i) Supplier in the provision of the Services and/or (ii) Buyer in the receipt of the Services or the carrying out of its business.
AUP	Supplier's acceptable use policy set out at http://www.vodafone.co.uk/Acceptable-Use-Policy-Business , as updated by Supplier from time to time.
Buyer	the entity identified in the Call-Off Order Form as such.

Buyer Equipment	hardware, software or any other tangible material not supplied by Supplier that is used with or to access the Service. Any Equipment Buyer purchases from Supplier shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Supplier needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Order Form.
Charges	the charges or fees specified in this Agreement as payable by Buyer.
Consumer	means any natural person acting for purposes that are outside the person's trade, business, craft or profession.
End Of Life	where Supplier or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Supplier Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Supplier to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
European Union (EU)	an economic and political union of 27 countries, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality know how, technical information and other proprietary rights.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Supplier to perform the Services.
Non-Recurring Charges	means One-Off Charges.
One-Off Charges	the Non-Recurring Charges payable by Buyer in relation to the Service and/or Equipment as described in the Commercial Terms and/or in Buyer's Call-Off Order Form, and may include installation Charges for ports, access circuits and routers, charges for set up of Service Elements and configuration changes.
Party or Parties	Buyer and/or Supplier, as relevant.

Recovery Charge	any amount payable by Buyer for early termination or failure to meet commercial commitments as set out in this Agreement.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Specific Terms	the document(s) identified in this Agreement as the “Service Specific Terms” that set out information such as terms and conditions, specifications and technical information specific to a Service.
Service(s)	the services to be provided by Supplier or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a “subscriber identity module” card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Supplier to allow use of equipment on the Network by Buyer.
Supplier	where used in these Service Terms or the Call-Off Contract means Vodafone.
Supplier Software	any Software supplied by Supplier or its licensors to Buyer (including Software embedded in any Equipment).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Buyer in writing relating to a Service or Equipment including notification to upgrade.
Third Party Provider	a third party contracted directly or indirectly by either Supplier (including Supplier Group) or Buyer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the “Where we are” page at http://www.vodafone.com/ .
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

10.2 The following definitions apply to the Service Specific Conditions on the Buyer and Service Elements set out in section 5 of these Service Terms:

Agreement Start Date	means the date of the Buyer's acceptance of the terms of this Agreement.
Call-Off Days	6.1 The SOW sets out the minimum number of days that the Buyer agrees to call-off during the term agreed in a Work Order ("Minimum Call-Off Days"). The parties may agree in the 30 day period prior to the expiry of the Initial Term or relevant Renewal Term whether to change the Minimum Call-Off Days in the immediately following Renewal Period. If any such amendment to the Minimum Call-Off Days is agreed, the definition of "Minimum Call-Off Days" in this AAA shall be construed accordingly and the Pre-Paid Days Fee shall be amended accordingly and be agreed by the parties in writing 6.2 The Buyer agrees, that it shall be committed to calling-off at least the Minimum Call-Off Days during the term agreed in a SOW and subject to the remainder of this clause 6, any Unutilised Days at the end of such term shall expire and no refund shall be given in respect of the same. 6.3 The parties agree that the Call-Off Payment is non-refundable in all circumstances. Accordingly if this Agreement is terminated or if the Services are cancelled, or there are any Unutilised Days Supplier will be entitled to retain the Call-Off Payment (and be paid for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given. 6.4 Supplier will have no obligation to provide any Services until the Call-Off Payment has been received by Supplier. 6.5 Unless otherwise stated in the relevant Response Proposal the Charges do not include attendance by a Supplier representative at any case conferences, meetings or court hearings. If Supplier agrees to carry out any of these activities it shall be entitled to levy reasonable additional charges. 6.6 Once the report for the Services has been delivered to the Buyer , digital artefacts associated with the case will be stored by Supplier. Supplier for a period of 6 months. If requested by the Buyer prior to the end of this 6 month period, Supplier can extend the retention for an additional charge provide the Buyer with a copy of the materials on appropriate storage device couriered to them at the Buyer's's cost, or erase the materials from our facilities. 6.7 The parties agree that additional charges may apply to additional work not listed in the Response Proposal, such as reverse engineering, if it becomes necessary. This includes, but is not limited to, additional work necessitated by a defect in any of the software or hardware included within the Equipment. Supplier will not increase the Fees and/or charge any additional fees without agreeing with the Client in advance.
Charges	means the Charges shall be set out in the SOW and shall be exclusive of VAT at the prevailing rate.

Buyer Data	means all data, documents or records of whatever nature and in whatever form relating to the business of the Buyer, the Buyers' 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.
Buyer 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 Buyer, or its respective employees, customers, or suppliers, whether owned or otherwise controlled by the Buyer 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.
Endpoint	means the Buyer'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 segment(s) of the Buyer Property on which Supplier's technology is deployed to facilitate collection of Repository Data.
Expenses	Expenses will be based on actuals, estimated expenses Any additional expenses must be approved by the Centrality and Buyer Project Managers and in the event that expenses exceed the estimate set out in this SOW, Buyer and Supplier will agree the additional estimated expenses in writing signed by both Parties.
Explanatory Presentation	means the one-off sixty (60) minute presentation provided by Supplier to Buyer.
Good Industry Practice	means, in respect of any activity, performing that activity effectively, reliably and professionally in good faith and in a prompt and timely manner using the degree of skill, care, diligence, prudence, foresight and judgement which would reasonably be expected from a skilled, experienced and market leading operator engaged in the provision of the Service or such activity (as applicable) on a commercial basis.
Group Company	means an Accenture Group Company or a company or corporation within Vodafone Group (as the case may be).
Invoice	Charges shall be invoiced upon completion of the Service. Third party costs for any applicable migration tool sets shall be invoiced upon order.
IOC	means indicator of compromise. An IOC is an artefact observed on a network or in an operating system that may indicate a computer intrusion. Typical IOCs include, but are not limited to, virus signatures, MD5 hashes of malware files, file directory locations, or URLs or domain names of command and control servers.
Minimum Term	commencing on the Agreement Start Date and ending when the final Deliverable is provided by Supplier to Buyer. 12 Months

Network Sensors	means the image or software that can be deployed on a customer provided Virtual machine or hardware and of which's purpose is to collect Repository Data.
Pricing Assumptions	1. All fees are exclusive of VAT and expenses. 2. All Services (including the Minimum Call-Off Days) are invoiced on the basis that work will be undertaken during Normal Office Hours. Any work carried out outside of Normal Office Hours will be charged at twice Supplier's's then current day rate: 3. Supplier's Consultants record all time spent on an assignment including time spent travelling for the purposes of the assignment. Time is accounted for in units of half a day unless otherwise agreed in a Statement of Work. No charge is made for periods when the Consultant is absent due to illness or holidays. 4. As a worked example, if Supplier was required to work from 9:00am until midnight on a Working Day, the rate would be two and half days. 5. To the extent Supplier is required to work outside Normal Office Hours, the Buyer shall be permitted to set off any surcharge incurred in accordance with paragraphs 2.1 to 2.3 of this Appendix 1 against any Unutilised Days. For the avoidance of doubt, to the extent the Buyer does not have sufficient Unutilised Days to satisfy the surcharge payable in accordance with paragraph 2 of this Appendix 1, Supplier shall invoice the Buyer for any shortfall amount.
Renewal Term	Period or Period of 12 months up to a maximum of 24 months.
Repository	means the encrypted file repository hosted in the CED Platform containing the Repository Data collected for the purpose of carrying out the Service.
Repository Data	means the data and information actually collected from the Environment and ingested into the Repository.
Services	the services (which consist of Fixed Services and/or Mobility Services, and which include any applicable Service Elements) to be provided by Supplier or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate
Script	means the image or software that can be deployed on a customer provided virtual machine or hardware and of which's purpose is to collect Repository Data
Secure File Transfer Protocol	means a network protocol that provides file access, file transfer, and file management over any reliable data stream.
Service Commencement Date	means the date, agreed between the parties, for the Service to commence.
User	means an account-holder on the Endpoint.
Virtual Server	means a server that shares hardware and software resources with other operating systems (OS), versus dedicated servers.

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; and/or (b) a third party acting on behalf of Vodafone, such as Accenture.
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: the issued share capital; or (b) the ownership interests or units issued by such partnership or unincorporated association.

10.3 The following definitions apply to **section 7 Data Protection** of these Service Terms:

Applicable Privacy Law	the relevant data protection and privacy law, regulations (including UK GDPR and the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
“Fixed Authority	means those governments, agencies, courts of law, and professional and regulatory authorities including NRAs that supervise, regulate, investigate, or enforce Applicable Law.
Data Controller	the person that determines the purposes and means for which Personal Data is Processed, as defined under Applicable Privacy Law.
Data Privacy Obligations	in respect of each Party, that Party’s obligations relating to the Processing or control of Personal Data as a Data Controller or Data Processor, as expressly set out in clause 7 (Data Protection) of this Agreement.
Data Processor	the person that Processes Personal Data on behalf of the Data Controller as defined under Applicable Privacy Law.
European Economic Area (EEA)	means the Member States of the European Union together with Iceland, Liechtenstein, and Norway, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GDPR	General Data Protection 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 on the free movement of such data.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed/Processing/Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Sub-Processor	a sub-contractor who is processing Personal Data on behalf of Supplier.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.

UK GDPR	means GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
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