

1. Service Overview

The Virtual Chief Information Security Officer (“vCISO”) Service provides you with an outsourced, remote cyber security expert to cover short-term CISO resource requirements or to assist you with your long-term information security strategy.

The Service can be tailored to the requirements of your organisation, which will be defined in your SoW.

2. Service Features

Our vCISO Service provides you with a named cyber security expert with the qualifications and the seniority level appropriate to assist you with your information security requirements. As part of the vCISO Service, we will discuss your specific requirements with you and provide you with a specific pool of days as agreed with you in your SoW. You can use this pool of days for assistance with your information security strategy, including assistance with:

- (a) Development of cyber security strategy;
- (b) Management of cyber security operations;
- (c) Performance of risk assessments;
- (d) Provision of guidance on regulatory compliance;
- (e) Provision of updates on cyber security trends; and
- (f) Provision of information security training for your employees.

2.1 vCISO Capabilities

We will provide a named consultant to act as your vCISO during the term of the Service. We can agree a specific schedule with you in accordance with Section 5.1. The number of days consumed will be deducted from your pool of days allowance.

As a minimum, your assigned vCISO will hold one of the following industry recognised certifications:

- (a) CISSP;
- (b) CISM; or
- (c) CISA.

We can provide further details on qualifications, training and experience of your assigned vCISO upon request, including a copy of their curriculum vitae.



Our consultants who may act as your vCISO are experienced in:

- (d) Production and implementation of cyber security policies and procedures;
- (e) Performance of audits, risk assessments and gap analysis;
- (f) Production of risk treatment plans and remediation strategies;
- (g) Advice on mitigation strategy;
- (h) Review of new security solutions and tools; and
- (i) Development of training programme.

Any days that you require us to provide in addition to the allowance agreed with you and set out in your SoW will require a separate Order Form.

As a standard and unless otherwise agreed with you in your SoW, the vCISO will work remotely.

Unless otherwise agreed with you in your SoW, our vCISO consultant will work 7.5 hours on each day included in your allowance. Please note that only full days or half days will be deducted from your allowance regardless of whether you require your vCISO for shorter periods of time. For example, if you require your vCISO for less than 3.75 hours, we will deduct 0.5 day from your allowance. If you require your vCISO for more than 3.75 hours but less than 7.5 hours, we will deduct one (1) full day from your allowance.

3. Service Implementation

The implementation activities for the Service are as follows:

Service Implementation	Us	You
We will set up an initial meeting to discuss your requirements.	•	
You will include all your relevant stakeholders in the initial scoping meeting.		•
You will provide details of your specific requirements.		•
We will jointly agree your vCISO pool of days allowance.	•	•
We will discuss with you the use of the vCISO resources and, if applicable, we will jointly agree the working schedule.	•	•
We will produce a SoW for you.	•	
You will provide us all the information necessary to conduct the Service.		•
You will provide us with a signed copy of the Order Form and SoW.		•
You will provide us all access necessary to enable the delivery of the Service.		•
We will jointly engage to conduct the Service.	•	•



Unless otherwise agreed with you, all work will be carried out during Business Hours. We reserve the right to charge additional Fees in accordance with your MSA for any change in your requirements occurring after the implementation of the Service and outside the scope of the contract (as described in the MSA).

3.1 Service Commencement Date

The Service Commencement Date (as defined in the MSA) is the date when you provide a signed copy of the SoW.

4. Service Billing

The Service will be billed as Non-recurring Fees for consultancy and professional services (as described in the Billing Guide) calculated on a time and materials basis.

Your Order Form and/or SoW will include details of the daily rate applicable for your vCISO Service.

As standard and unless otherwise stated in your SoW, we will bill you on a monthly basis for days that you have consumed in the previous calendar month.

4.1 Additional Charges

We reserve the right to charge additional Fees in the following situations:

- (a) Any work carried out outside Business Hours; and
- (b) Any change in your requirements occurring after the implementation of the Service and outside the scope of the contract (as described in the MSA).

5. Service Operations

5.1 Resource Allocation

We will discuss the allocation of your vCISO resources with you during Service Implementation and include details of the agreed schedule in your SoW.

If you wish to book any vCISO day which have not been scheduled during the Service Implementation, or if you wish to request changes to the resourcing agreed with you during Service Implementation, you must provide no less than fifteen (15) Business Days' notice. We will use reasonable endeavours to meet your requirements, however resource allocation is subject to availability.

Unless otherwise agreed with you in your SoW, you must consume your pool of days within twelve (12) months from the Service Commencement Date. You remain responsible to pay for any day included in your allowance which you have not consumed within this twelve (12) month period.



5.2 Out of Hours

As a standard, our consultant will work during Business Hours. If you require our consultant to work longer than Business Hours on a specific day, we can agree this with you on a case-by-case basis.

Unless otherwise agreed with you, any time spent performing work outside Business Hours would be subject to double deduction from your allowance. For each 3.75 hours of work delivered outside Business Hours, we will deduct one (1) day from your allowance.

Please note that only full days will be deducted from your allowance. For example, if you require your vCISO to work outside Business Hours for less than 3.75 hours, we will deduct one (1) full day from your allowance. If you require your vCISO to work outside Business Hours for more than 3.75 hours but less than 7.5 hours, we will deduct two (2) full days from your allowance.

We will use reasonable endeavours to support you with work outside Business Hours, however this is strictly subject to availability of your vCISO and any competing demands of other clients.

If you wish to book resources outside Business Hours, please ensure to submit as much advance notice as possible.

5.3 Continuity of Personnel

We will use reasonable endeavours to maintain continuity of personnel throughout the terms of your contract. However, if your named vCISO is no longer available for any reason, we reserve the right to replace your vCISO consultant with a replacement of our choice, provided that such replacement has a level of skills, qualifications and experience equivalent or greater to that of the consultant being replaced.

We will provide as much notice as reasonably practicable in the circumstance of our intention to replace your named vCISO. We can provide further details on qualifications, training and experience of your replacement vCISO upon request, including a copy of their curriculum vitae.

We will notify you of the absence of your vCISO in the event of short-term sickness or unplanned absences and discuss with you the reallocation of resources or, where possible, provide a temporary cover.

6. Dependencies

We will provide the vCISO subject to the following dependencies:

6.1 Client Obligations

- (a) You will provide assistance and information as reasonably required by us to enable the delivery of the Services;
- (b) You will discuss with us the allocation of resources in good faith;



- (c) You will provide us access to any systems as required to enable the delivery of the Services in accordance with your requirements; and
- (d) When onsite, you will provide our vCISO a suitable working environment and office access.

7. Exclusions

The excluded items described below are outside the scope of this Service Description:

- (a) As part of the Service, our consultants will provide assistance with certain activities as agreed in your SoW, however you are ultimately responsible for the implementation of your information security strategy.

8. Definitions and Acronyms

8.1 Definitions

In this document “we” or “us” refers to the Supplier, and “you” refers to the Client.

The terms listed have the following meanings:

Term	Meaning
Statement of Work	A document which defines project-specific or client-specific activities, deliverables and/or timelines for providing services to that client.

8.2 Acronyms

Acronym	Meaning
CISA	Certified Information Security Auditor
CISM	Certified Information Security Manager
CISO	Chief Information Security Officer
CISSP	Certified Information Systems Security Professional
SoW	Statement of Work
vCISO	Virtual Chief Information Security Officer