

# Supplementary Terms for the supply of Security Services

The Services set out in these Supplementary Terms shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

# 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Alarm' means a Security Incident that exhibits a pattern of potentially malicious activity that suggests an identified threat to the IT Infrastructure or violates acceptable use policies or circumvents standard security practices.
- 1.2 'Alert' means a Security Incident that is an observable occurrence in the IT Infrastructure, or, more broadly, the internet that may imply a potential threat to an information system or a potential compliance issue.
- 1.3 'Audit' means the Company's checking of a sample of the Client's IT systems, devices or processes or polices to verify the Client's responses to the Questionnaire.
- 1.4 'Configuration' means the configuration of the IT Infrastructure, including Devices, installed software and all associated settings and or parameters.
- 1.5 'Data Security Event' means a breach of the security of the Client's infrastructure resulting in loss or damage, including loss of usernames, passwords, Personal Data; crypto-locking or other Malware-related damage.
- 1.6 'Device' means any device, including servers (virtual or physical), workstations, laptop computers, tablets and network equipment which is a constituent part of the IT Infrastructure.
- 1.7 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, the Company is unable to provide prior notice of.
- 1.8 'End User' means a user of a Device.
- 1.9 'Hours of Cover' means the hours of cover set out in the Service Schedule.
- 1.10 'IT Infrastructure' means the Client's servers, workstations, laptops and / or cloud-based infrastructure.
- 1.11 'Malware' means software that is specifically designed to disrupt, damage, or gain unauthorized access to a computer system, including Trojan horses, viruses and ransomware.
- 1.12 'Monitoring Agent' means the Company's monitoring agent which enables remote monitoring of the IT Infrastructure.
- 1.13 'Planned Maintenance' means any period of maintenance for which the Company has provided prior notice.
- 1.14 'Penetration Test' or 'Penetration Testing' means an automatic or manual check of the Client's systems configuration pertaining to cyber security which is performed by the Company.
- 1.15 'Questionnaire' means the questionnaire used prior to or as part of certain Services.
- 1.16 'Scheme' means a certification scheme, for example Cyber Essentials or ISO27001, which is administered by a third-party organisation (an 'Accreditation Body').
- 1.17 'Security Incident' means an Alarm or an Alert.

- 1.18 'Security Services' means the security threat monitoring, detection, investigation, escalation, and Security Incident support services provided by the Company under the terms of the General Terms and Conditions and these Supplementary Terms, as described in the Service Schedule.
- 1.19 'Service Desk' means the Company's dedicated team of security specialists.
- 1.20 'Ticket' means a Security Incident report that is logged on the Company's ticketing system by either the Client or the Company.

# 2. TERM

- 2.1 This Agreement shall come into effect on acceptance of the Client's Order by the Company and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be the same as the Minimum Term unless otherwise agreed in writing. In the event that:
  - 2.2.1 The Client serves not less than ninety days' notice prior to the end of the current term to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term thereafter;
  - 2.2.2 If the Client fails to serve notice to terminate, the Agreement shall continue in force for an Additional Term.

# 3. **PROVISION OF SERVICES**

- 3.1 The Service Components to be provided under the terms of this Agreement are set out on the Order and described in the Service Schedule.
- 3.2 The Company provides a number of Security Services, which are provided remotely and include:
  - 3.2.1 Security Monitoring Services (Office 365 Monitoring and / or Log Security Monitoring);
  - 3.2.2 Penetration Testing Services;
  - 3.2.3 Detect and Respond Services;
  - 3.2.4 Restricted Detect and Respond Services;
  - 3.2.5 Incident Response Services;
  - 3.2.6 Security Awareness Training Services;
  - 3.2.7 Certification Services;
  - 3.2.8 Vulnerability Management Services.
- 3.3 For the avoidance of doubt, Security Services does not include IT Infrastructure support, hardware maintenance or local or wide area network support.
- 3.4 The Company shall use reasonable endeavours to provide the Security Services during the Hours of Cover described in the Service Schedule.
- 3.5 During the term of this Agreement, the Company shall be entitled to make alterations to the Security Services. Such alterations may result in temporary disruption to the availability of the Security Services and the Company will use reasonable endeavours to minimise such disruption and will provide as much notice as possible prior to such disruption.
- 3.6 During the term of this Agreement, the Company shall be entitled to make alterations to the Configuration of the IT Infrastructure. Such alterations may result in temporary disruption to the availability of the IT Infrastructure and the Company will use reasonable endeavours to minimise such disruption and will provide as much notice as possible prior to such disruption.

- 3.7 Although the Company will use reasonable endeavours to ensure the accuracy and quality of the Security Services, the Security Services are provided on an "as is" basis and the Company does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's purpose of the Security Services.
- 3.8 Security Services are provided to merely mitigate the cyber vulnerability of the IT Infrastructure; and
  - 3.8.1 The Company cannot guarantee and does not warrant that the Security Services shall result in the IT Infrastructure operating free from interruptions or will be free from the risk of Malware infection or other Data Security Event.
- 3.9 The Company's Security Monitoring Services provides real time monitoring to detect and respond to malicious code, Malware, malicious logins, suspicious activity, intrusions and other security threats; and
  - 3.9.1 The Company shall use reasonable endeavours to provide the Security Services 24 x 7 x 365;
  - 3.9.2 The Company cannot guarantee and does not warrant that the Security Services will be free from interruptions, including:
    - a) Interruption of the Security Services for operational reasons and temporary degradation of the quality of the Security Services;
    - b) Interruption of the connection of the Security Services to other network services provided either by the Company or a third party; and
    - c) Any such interruption of the Security Services referred to in this sub-clause shall not constitute a breach of this Agreement.

# 4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Security Services in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by the Company from time to time.
- 4.2 The Client acknowledges that it responsible for all data and/or traffic originating from the IT Infrastructure.
- 4.3 The Client shall not, and shall ensure that its End Users do not act in any way which threatens the security or integrity of the Security Services.
- 4.4 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) Devices generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by the Company.
- 4.5 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify the Company against any third-party claims arising from the Client's breach of the terms of this clause 4.

# 5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Ensure that user-names, passwords and personal identification numbers are kept secure and:
  - 5.1.1 Unless otherwise protected by two-factor authentication, on a regular basis, change access passwords for all Devices that in the Client's reasonable opinion may be liable to access by unauthorised persons.
- 5.2 Accept that is the Client's sole responsibility to take all reasonable steps, including the implementation of anti-virus systems, firewalls and staff training to prevent the introduction of Malware into the IT Infrastructure.
- 5.3 Provide permanent access to the Public Internet, as required for the correct functioning of the Security Services.

- 5.4 Provide reasonable assistance to the Company including helping to trouble-shoot technical issues within the IT Infrastructure and in any services provided to the Client by third parties that may affect the delivery of the Security Services including implementing (or requesting that the Company implements) the Company's recommendations and acknowledges if that such recommendations are not implemented, it may be impossible for the Company to provide the Service, and that failure to implement the Company's recommendations will be deemed a material breach of this Agreement.
- 5.5 Maintain current warranty and / or maintenance and technical support contracts with Client's software and hardware vendors for any Devices that are covered by the Security Services.
- 5.6 If a Security Incident is assigned to the Client after analysis by the Company, the Client shall be responsible for the ownership of the Security Incident until such time as it is resolved or otherwise closed by the Client or is passed back to the Company for further action.
- 5.7 Acknowledge that the Company's supplier may contact the Client directly on behalf of the Company during the analysis, investigation of a Security Incident.
- 5.8 With regard to the Security Monitoring Service:
  - 5.8.1 Provide the Company with accurate and up-to-date information including:
    - a) The name, email, landline, and mobile numbers for all designated authorised Client points of contact;
    - b) Device and credential information as required by the Company;
    - c) Planned changes to the IT Infrastructure;
    - d) Any scheduled maintenance, network or system administration activity that could affect the Company's ability to perform the Security Services.
  - 5.8.2 Use reasonable endeavours to execute the Client actions within the timescales set out in subparagraph 7.4 of the Service Schedule.
  - 5.8.3 Ensure that all times either the primary or secondary Client contact is available by telephone / mobile telephone to receive escalations from the Company.
- 5.9 With regard to Certification Services:
  - 5.9.1 Warrant that the Company's Questionnaire shall be completed honestly and accurately by person(s) who are authorised and qualified to provide the requested information.
  - 5.9.2 Warrant that information provided to the Company during any Audits shall be provided honestly and accurately by person(s) who are authorised and qualified to provide the requested information.
  - 5.9.3 Comply with the requirements of the applicable Scheme documentation and all reasonable directions made by the Accreditation Body and the Company.
- 5.10 With regard to Penetration Testing Services:
  - 5.10.1 Warrant that the Company's pre-test Questionnaire shall be completed honestly and accurately by person(s) who are authorised and qualified to provide the requested information;
  - 5.10.2 Within ten Working Days of any request for an appointment made by the Company for the purpose carrying out Penetration Tests, agree an appointment date;
  - 5.10.3 Notify the Company immediately and in any event with not less than one Working Day beforehand if the Client wishes to cancel a previously made appointment;
  - 5.10.4 Prior to the agreed date for any Penetration Test, provide to the Company the necessary administration credentials to allow it to carry out the test;
  - 5.10.5 Ensure that backups of the IT Infrastructure, including software, configuration and data are made prior to any Penetration Test activity by the Company.
- 5.11 With regard to Security Awareness Training Services:

- 5.11.1 The Client hereby authorises the Company to launch simulated phishing attacks against randomly selected End Users.
- 5.12 With regard to Incident Response Services:
  - 5.12.1 The Client agrees that the Company shall undertake an annual Audit, similar to the Service Initiation service described in paragraph 2 of the Service Schedule, collecting relevant technical information and recommending improvements. The Audit is separately chargeable and the details are set out on the Order;
  - 5.12.2 The Client agrees to promptly notify the Company if any changes are made to the IT Infrastructure after the Audit has been completed.

# 6. THE COMPANY'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, the Company shall:

- 6.1 Provide the Security Services set out in the Order and described in the Service Schedule.
- 6.2 Provide a Service Desk which will be available to provide assistance with Security Incidents during the Hours of Cover set out in the Service Schedule.
- 6.3 Be responsible for the licensing and installation of Monitoring Agents and all Software that the Company installs on the IT Infrastructure.
- 6.4 Perform the assessment of any Questionnaire, any on-site Audits and Penetration Testing using the appropriate care, skill and apply good industry practice.
- 6.5 With regard to Security Monitoring Services:
  - 6.5.1 Monitor the IT Infrastructure 24 x 7 x 365 and proactively investigate and respond to all Security Incidents.
  - 6.5.2 The Company will provide investigation, analysis, escalation and support for all Security Incidents that are detected by the Security Monitoring Services, including:
    - a) Ensuring that Security Incidents are detected and escalated in a timely manner;
    - b) Providing the focal point for organisational security issues;
    - c) Responsibility for event analysis and investigation to determine if Security Incidents warrant Alarm classification;
    - d) If a Security Incident is classified as an Alarm by the Company, responsibility for tracking the Alarm with the Client through to final resolution;
    - e) Performing Security Incident triage to include determining scope, urgency, and potential impact, and will identify specific vulnerabilities and make recommendations to allow for remediation.
- 6.6 With regard to Certification Services:
  - 6.6.1 Provide the Client with copies of all documentation required to assist its completion of the certification, including a Questionnaire, and where such documentation exists only on a web interface, provide access to such;
  - 6.6.2 Assess, at the Company's sole discretion, any completed Questionnaire against the Scheme's criteria;
  - 6.6.3 Carry out applicable on-site Audits which shall be conducted and assessed at the Company's sole discretion;
  - 6.6.4 Carry out applicable Penetration Tests at the agreed date and time, which shall be conducted and assessed at the Company's sole discretion and notify the Client when such are complete;
  - 6.6.5 The Company shall be entitled to charge the Client at its prevailing rates for carrying out any assessments in excess of those identified on the Order;
- 6.7 With regard to Detect and Respond Services:

- 6.7.1 Provide Detect and Respond Services including monitoring, vulnerability scanning, protection, detection, Alerts, investigation and analysis as set out on the Order.
- 6.8 With regard to Incident Response Services:
  - 6.8.1 The Company will provide thorough breach analysis, remediation advice and assistance, guidance with public relations and compliance as set out on the Order.

# 7. Clause Intentionally Unused

# 8. GENERAL

- 8.1 The Company may perform Planned Maintenance that may limit the availability of parts of the Security Services. The Company will use reasonable endeavours to schedule such maintenance to minimise disruption to the Client.
- 8.2 The Company may be unable to provide prior notice of any Emergency Maintenance that may limit the availability of parts of the Security Services, but will endeavour to minimise the impact of any such maintenance on the Client.
- 8.3 If the Company carries out work in response to a Security Incident which is found by the Company to be caused by an act or omission of the Client, the Company shall be entitled to charge the Client accordingly at its prevailing rate.
- 8.4 It is the Client's sole responsibility to ensure that the receipt by the Client of Security Services will not breach the terms of any cyber-insurance policy that the Client has in place.
- 8.5 If the Client is contacted by the Company and requested to make a change to the Configuration of the IT Infrastructure, it is the Client's sole responsibility to verify the identity of the requestor prior to carrying out the requested change.
- 8.6 If the Company resets any passwords during the execution of the Security Services, it shall be the Client's sole responsibility to change such changed passwords and ensure that such changes are compliant with any security policy that may be in effect.
- 8.7 The Client acknowledges that if it elects not to take advice given by the Company in relation to the security and performance of the IT Infrastructure, there may be a resulting risk to the integrity of the IT Infrastructure and that the Company shall not be liable for any degradation in integrity resulting from such decision and that any additional costs incurred by the Company resulting there from will be charged to the Client.
- 8.8 The Client hereby consents to the Company and its supplier remotely accessing any Devices in the IT Infrastructure for the sole purpose of providing the Services under the terms of this Agreement.

# 9. TERMINATION

9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated by either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or last day of any Additional Term thereafter.

# **10. CHARGES AND PAYMENT**

- 10.1 The Company shall raise invoices according to the schedule set out on the Order.
- 10.2 Invoices for Recurring Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.
- 10.3 In addition to Charges contemplated in sub-clause 10.1, the Company shall be entitled to charge the Client for:
  - 10.3.1 The ad hoc supply of any Services that are requested by the Client but not set out on the Order;

10.3.2 Reasonable expenses.

- 10.4 The Company shall commence charging for the Security Services from the RFS Date, regardless of the date on which the Client commences use of the Security Services. If the RFS Date does not correspond with the Company's invoicing period as set out in the Order, the Company shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.5 The Client acknowledges that the Charges for the Minimum Term are calculated by the Company in consideration inter alia of the setup costs to be incurred by the Company and the length of the Minimum Term offered.
- 10.6 The Client may at any time, increase the number of Devices that are subject to the Services by raising a supplemental Order and the Client acknowledges that at the price charged by the Company for monitoring additional Devices may differ from any previous prices or quotations provided by the Company.
- 10.7 Charges for Incident Response Service hours that are pre-paid but not used shall be forfeited at the end of the then current term.
- 10.8 If during any term the purchased Incident Response Service hours are expended, the Client shall have the option to purchase additional Incident Response Service hours.
- 10.9 The Client agrees that it shall be liable for termination Charges if this Agreement is terminated by:
  - 10.9.1 The Client terminating this Agreement for convenience prior to the end of the Minimum Term or Additional Term, whereupon the Client shall be liable for the Charges payable for the remainder of the current term;
  - 10.9.2 The Company terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the Charges payable for the remainder of the current term.
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
  - 10.10.1 The Client at the end of the Minimum Term or Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms and clause 11 of the General Terms and Conditions;
  - 10.10.2 The Company at any time if it can no longer provide the Services or part thereof;
  - 10.10.3 The Client by reason of the Company's un-remedied or repeated breach of the terms of this Agreement.

# 11. LIMITATIONS AND EXCLUSIONS

- 11.1 Whilst the Security Services are intended to proactively identify most Malware, malicious logins, suspicious activity, intrusions and other security threats, the Company does not warrant and cannot guarantee that the Security Services will identify all security threats and shall not be liable for any losses, damages or costs arising from such unless such result directly from the negligence of the Company.
- 11.2 The Company shall not be liable for any damages, costs or charges arising from damage to, or theft of data that is transmitted from the Client's site to the Security Services via the Public Internet, nor for any other losses that occur due to reasons beyond its reasonable control.
- 11.3 The following are not included under the terms of this Agreement:
  - 11.3.1 IT policy and template design;
  - 11.3.2 Compliance Incidents;
  - 11.3.3 IT Infrastructure support or maintenance;
  - 11.3.4 Changes to the Configuration of the IT Infrastructure other than those covered by the Security Services;

- 11.3.5 On-Site support unless otherwise set out on the Order or Service Schedule;
- 11.3.6 Remediation, Malware removal or data restoration following a Malware attack.
- 11.4 The Company, if requested, may provide any of the excluded services listed above, and will charge for so doing at its prevailing rate.
- 11.5 The provision of Certification Services by the Company does not guarantee that the Client will achieve the applicable certification.

# 12. EXCLUSION OF LIABILITY

- 12.1 The Client acknowledges and agrees that:
  - 12.1.1 Any recommendations or advice provided by the Company is intended to merely mitigate the Client's cyber vulnerability and is provided without any warranty that that on implementing such recommendations or advice, the Client will be free from cyber security vulnerabilities or their attendant risks;
  - 12.1.2 The Company shall not be liable for any liabilities, losses, damages, costs, fines or expenses that result directly or indirectly from recommendations or advice provided by the Company unless such recommendation or advice was either given negligently or was negligently withheld.
- 12.2 The Client agrees that the Company shall not be liable for any actions, losses damages, judgements, legal fees, costs, fines, claims or expenses incurred by the Client or legal proceedings which are brought or threatened against the Client by a third party in the event of:
  - 12.2.1 Any breaches by the Client of any Data Protection Legislation;
  - 12.2.2 Any security breach of or vulnerability in the Client's systems and processes.
- 12.3 All Security Services are provided on an 'as is' basis, without warranty, guarantee of fitness for purpose or suitability for the Client's purpose; and
  - 12.3.1 The Company shall not be liable for any damages or costs arising from a failure of any component of the Security Services, including failure to detect Malware, or other Data Security Events unless such failure is caused by the negligence of the Company.
- 12.4 The Client acknowledges and agrees that:
  - 12.4.1 There is a small risk that Penetration Tests carried out by the Company may cause problems in the IT Infrastructure, including routers and / or firewalls ceasing to function correctly and database and storage access Incidents;
  - 12.4.2 The testing of the Client's IT Infrastructure for correct functioning after the Company's Penetration Tests and any necessary reconfiguration, and any associated costs shall be the Client's sole responsibility;
  - 12.4.3 Whilst the Company warrants that it shall use reasonable care during the execution of Penetration Tests, the Company shall not be liable for any losses or damage which arises either directly or indirectly from its access to the IT Infrastructure.
- 12.5 The provisions of sub-clauses 12.1, 12.2 and 12.3 shall survive the termination of this Agreement in perpetuity.

# Service Schedule

This Service Schedule describes all of the Security Services that are supplied by the Company. The specific Services described in paragraphs 3 to 10 shall be provided as set out on the Order.

# 1. Service Overview

- 1.1 The purpose of the Security Services is to identify threats to the IT Infrastructure as soon as reasonably possible and take the necessary actions to mitigate the impact of the threat. The Company achieves this objective by:
  - Real time monitoring the IT Infrastructure and the network traffic to and from it
  - Analysis of suspicious and potentially malicious activities
  - Notifying the Client when confirmed threats have been identified
  - Suggesting remediation actions to the Client
  - Ongoing education of the Client, via the release of threat advisories
  - Ongoing review of the global threat landscape
- 1.2 Security Incidents are detected by automatically analysing data from a number of sources (subparagraphs 3.2 and 4.2 provide more detail) followed by manual triage to determine categorisation, severity and priority (sub-paragraph 7.4 provides further detail).
- 1.3 When an Alarm is identified, the Client will be contacted by the method set out in sub-paragraph 7.4.

# 2. Service Initiation

- The Company will review and where necessary make appropriate changes to the IT Infrastructure's configurations to ensure that the Services detailed in this Service Schedule can be delivered effectively. This includes changes to the configuration of Microsoft Windows event logs, Microsoft Windows, Exchange and SQL Server services, anti-virus and backup software
- The Company will agree with the Client a number of standard procedures that the Company will follow when receiving requests from the Client for adding, removing or changing access to the Client's network. This will include but is not limited to creating, deleting, or amending user accounts, security permissions, and folders and shares
- The Company will inform the Client if the Company is unable to configure any components the IT Infrastructure to provide the necessary alerting and will agree a suitable alternative with the Client
- Implement account and user setup for the Services
- Create a "Challenge / Response" account verification policy for the Services

# 3. Log Security Monitoring Service

3.1 The Company will provide this Service if such is set out on the Order. Log Security Monitoring and intrusion Monitoring Agents are installed at one or more strategic locations in the Client's Local Area Network, generally where traffic is most likely to be vulnerable to attack which is typically at points of traffic ingress and egress. The Service correlates suspicious events and as appropriate generates Security Incidents that are then reviewed by the Company's team of security experts. The service operations centre generates reports and raises Alarms when threats are identified.

# 3.2 Data Sources

The Company's Log Security Monitoring Service collects audit, activity and security logs from:

- Applications Logs from application and web servers
- Servers Logs from Windows and Unix operating systems
- Endpoints Logs from anti-virus and EDR solutions

• Cloud – Logs from Azure event hub, AWS, etc.

Data sources are updated as the threat landscape evolves and Microsoft's capabilities advance.

# 3.3 Security Incidents

The Log Security Monitoring Service checks for a range of Security Incidents, including the following:

Security Incident	Example
Administrator Actions	An MFA device was deactivated
Anomaly Detection	Credential dumping
Authentication	VPN logon from outside specified country
Entity Behaviour	Failed account activity to a recently disabled account
Intrusion Detection	Server instance communicating to the same, potentially nefarious external IP address
Intrusion Prevention	IPS exploit detection
Malware Detection	Known Malware File Captured
System error	Multiple HTTP client-side errors from the same IP address
Status Monitoring	Disruption of security telemetry
Security Orchestration	Traffic to/from Tor networks
User Behaviour	Multiple account lockouts

# 4. Office 365 Monitoring Service

4.1 The Company will provide this Service if such is set out on the Order. Office 365 Monitoring automatically reads and analyses Microsoft Azure and Microsoft 365 logs. The Service correlates suspicious events and as appropriate generates Security Incidents that are then reviewed by the Company's team of security experts. The service operations centre generates reports and raises Alarms when threats are identified.

# 4.2 Data Sources

The Company's Office 365 Monitoring Service collects Microsoft audit, activity and security logs from:

- Azure event hub
- Microsoft management API

Data sources are updated as the threat landscape evolves and Microsoft's capabilities advance.

# 4.3 Security Incidents

The Company's Office 365 Monitoring Service checks for a range of Security Incidents, including the following:

Security Incident	Description
Brute Force Access Attempt	Detects simultaneous failed authentications to Office 365 with the same account from different countries. This may indicate stolen credentials unless it is an administrative account and is supposed to be accessed by administrators from multiple countries.

Security Incident	Description	
Brute Force Access Successful	Detects the condition where an account has multiple authentication failures followed by a successful authentication within a short time window	
Successful Foreign Login	Detects an Office 365 logon from a suspicious country list	
Multifactor Authentication Disable	Detects when multifactor authentication has been disabled on an account	
Suspicious Email Forwarding	Detects if a mailbox rule was created, modified, or deleted on Office 365. This could be an indicator of an account breach where an adversary has created a rule to monitor conversations or ex-filtrate data.	
MS ATP Anti Phishing Disabled*	Detects when a user with escalated privileges or a script has disabled an anti-phishing rule in Office 365. This unusual event could indicate malicious activity warranting investigation.	
MS ATP Malware Filter Policy Disabled*	Detects when a user with escalated privileges or a script has disabled a Malware policy in Office 365. This unusual event could indicate malicious activity warranting investigation.	
MS ATP Malware Filter Disabled*	Detects when a user with escalated privileges or a script has disabled a Malware filter in Office 365. This unusual event could indicate malicious activity warranting investigation.	
MS ATP Safe Attachments Disabled*	Detects when a user with escalated privileges or a script has disabled "Safe Attachments" in Office 365. This unusual event could indicate malicious activity warranting investigation.	
MS ATP Safe Links Disabled*	Detects when a user with escalated privileges or a script has disabled "Safe Links" in Office 365. This unusual event could indicate malicious activity warranting investigation.	
* subject to the Client's subscription to MS ATP		

# **Other Security Services**

The details of the Services listed in paragraphs 5 to 10 will be set out on the Order.

# 5. Penetration Testing Services

Penetration Testing is a simulated cyber-attack carried out to assess the security of a computer system. By simulating real-world attack scenarios, the Company can identify weaknesses in the IT Infrastructure's defences, such as mis-configurations, outdated software, or insecure network settings and create a defence plan against hacking attempts.

# 6. Detect and Respond Services

Detect and Respond Services provide a combination of technology and human expertise to perform threat hunting, monitoring, and response with the goal of rapidly identifying security incidents in realtime limiting the impact of threats. The service is designed to collect, monitor, and analyse information presented by the subscribed IT Infrastructure, leveraging up-to-date threat intelligence feeds and data to enhance the Company's detection capabilities. The Service includes:

- Monitoring
- Protection
- Detection
- Alerts

- Investigation and analysis
- Limited remediation (advice and guidance)

# 7. Incident Response Services

- 7.1 The Incident Response Service provides a structured approach to effectively manage and mitigate the impact of security breaches and cyber threats. It involves a series of planned activities and procedures aimed at detecting, containing, and recovering from security incidents. The service includes:
  - Breach analysis
  - Remediation advice and assistance
  - Guidance with public relations and compliance
  - Recommendations
- 7.2 The Incident Response Service may be purchased on either a zero-cost retainer (that is, hours consumed by the Client will be charged at the Company's prevailing rate), or on a pre-paid retainer basis, with hours consumed deducted from the pre-payment at a discounted hourly rate. The two options have different service levels as follows:
  - 7.2.1 Zero-cost retainer:
    - Service is available during Working Hours
    - Response time (remote support) is 4 Working Hours
    - Next Working Day on-site support if Incident is reported before 12 noon
    - Time charged in 30 minute blocks at the Company's prevailing rate
  - 7.2.2 Pre-Paid retainer:
    - Service is available 24 x 7 x 365
    - Response time (remote support) is 2 Working Hours
    - Next Working Day on-site support if Incident is reported before 2pm
    - Time charged in 30 minute blocks at the Company's discounted prevailing rate

# 8. Security Awareness Training Services

Security Awareness Training Services include a number of services which are aimed at increasing staff awareness of cyber security threats and how to mitigate them. Security Awareness Training is a recurring service under which the Company will provide:

- Access to a wide range of cyber training materials for all staff
- Monthly random staff phishing simulations
- Access to staff security awareness assessments
- Reporting of learner assessments, scorecards, etc

# 9. Certification Services

The Company provides a range of Certification Services, including:

- Cyber Essentials
- Cyber Essentials Plus
- ISO27001

# **10.** Vulnerability Management Services

The Vulnerability Management Services provides scanning, reporting and compliance support on prearranged dates.

# 11. Service Desk

- 11.1 The Company's search and detection technology is backed by its team of certified security specialists who provide the following services:
  - Proactively research threats
  - Use a combination of machine and human analysis to review and scrutinise Security Incidents as they arise
  - Alarms / Alerts are escalated to the Client according to its designated escalation call tree.
  - Respond to Tickets raised by the Client
  - Provide advice regarding specific Alerts and Alarms
  - Provide remote remediation assistance
  - Carry out password resets (in response to specific requests from the Client)
- 11.2 The Hours of Cover for the Service Desk are 24 x 7 x 365.
- 11.3 The Client may contact the Service Desk by one of the methods provided by the Company at the commencement of this Agreement.

# 12. Reporting

The Company will provide monthly reports which will identify:

- An executive overview, summarising Security Incidents that confronted the Client in the reporting period
- Security Incident details with relevant elements such as: date of discovery, severity, network type, source date, remediation, and source URL
- Threat advisories, a list of advisories that the Company publishes periodically
- Remediation status including all remediation actions including Security Incident identifier, source date, source URL, type, status, and activity log
- Data Sources, including Information about current data sources (servers, firewalls, etc.)
- Source Types, including the number of threats that come from each source type
- The number of threats of each Security Incident type

# 13. Service Level Agreement

13.1 The Company shall provide the Monitoring Service 24 x 7 x 365 with an availability target of 99.5%.

13.1.1 The availability target does not include non-availability due to Planned Maintenance.

13.2 The Company will aim to respond to failures in the Monitoring Services as described below:

	High Priority	Medium Priority	Low Priority
Description	Major Service Outage, for example entire Monitoring Services outage	Significantly Degraded Service, for example the Monitoring Services is impaired but functional	Slightly Degraded Service, for example Monitoring Services are suffering from performance degradation, limited access or intermittent failure
Escalation Method	Telephone / Email / Ticket	Ticket	Ticket

	High Priority	Medium Priority	Low Priority
Target Response Time	2 hours	9 hours	14 hours
Overall response target	95% in any month	95% in any month	95% in any month

13.3 The Company will aim to respond to action service requests as described below:

Service Request Type	Target Resolution Time
Add, Change, Remove up to five endpoints	4 Working Days
Configuration Changes	8 Working Days
Provision of new Monitoring Services	15 Working Days

13.4 The Company will aim to escalate Alarms to the Client as described and within the timeframes described below:

	High Priority	Medium Priority	Low Priority
Description	High risk events that have the potential to cause severe damage to the Client's infrastructure. Examples include successful data leakage, Malware propagation, successful brute force login and successful communication between an item of IT Infrastructure and an external rogue server	Medium risk events that may cause some damage to the IT Infrastructure. Examples include unauthorised local scanning, outbound connection to a TOR network, multiple distinct IPS events from the same source, Active Directory modifications, Malware detection on a single item of IT Infrastructure	Low risk events that have the potential to cause minor damage to the Client's infrastructure. Examples include discovery and vulnerability scanning, information-gathering scripts, five or more brute-force login attempts, SQL injection attempts
Escalation Action	The Company will escalate to the nominated Client contact by telephone, and will provide information on the type of threat and guidance on mitigation activities. If the Company is unable to contact the primary Client Contact, an attempt will be made to contact the secondary contact	The Company will escalate to the nominated Client contact by raising a Ticket, and will provide information on the type of threat and guidance on mitigation activities	The Company will escalate to the nominated Client contact by raising a Ticket, and will provide information on the type of threat and guidance on mitigation activities
Escalation Method	Telephone and Ticket	Support Ticket	Support Ticket
Backup Escalation Method	Mobile phone	N/A	N/A

	High Priority	Medium Priority	Low Priority
Target Response Time	20 minutes	1 hour	8 hours
Client Actions	Review the Alarm / escalation when notified and take action immediately	Review the Alarm / escalation and take appropriate action within 8 – 12 hours of being notified and advise the Company of actions taken	Review the Alarm / escalation and take appropriate action within 12 – 24 hours of being notified and advise the Company of actions taken

13.5 Failure by the Company to meet the targets set out in this paragraph 13 shall not be deemed a breach of this Agreement.

# 14. Complaint Handling

14.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path:

Escalation Level	Role	Contact Details
1	Service Desk Engineer	0203 907 9570
2	Service Desk Team Leader	0203 907 9567
3	Head of Delivery	0203 907 9561

14.2 The Company will respond to complaints within three Working Days.