Service Specific Terms and Conditions for the Provision of N-Force Services

These Specific Terms and Conditions for the provision of N-Force Services form Your Agreement with the Service Provider. Together with the Standard Terms and Conditions and the Order Form.

1.   Interpretation

1.1.   In this agreement the following words will have the following definitions:

Customer Data means the electronic data and information submitted or provided by Customer to the Services, including any Personal Data.

Customer Systems means the environment at the Customer location(s) used to access and use the Services, including, without limitation, all computer hardware, physical or virtual computing devices, software and equipment, Internet access, and telecommunications services.

Device/s means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Software is accessed or used and/or on which the Software is installed.

DNS means Domain Name System.

Documentation means the then-current official user documentation prepared and provided to the Customer on the use of the Services, which documentation the Service Provider may update from time to time.

EDR means Endpoint Detection and Response.

ITDR means Identity Threat Detection and Response.

Services means the N-Force suite of services as further detailed in these Service Specific Terms and as specified on the Quotation Order Form.

Shared Device means a Device which is shared across multiple users.

Shared Device Support means a support service designed to support Shared Devices and of which is charged on a per device basis and as further detailed on the Quotation Order.

SIEM means Security Information and Event Management.

SOC means Security Operations Centre

Software Provider means the Service Provider's supplier of software.

Software means the object code versions of the product and any other downloadable software provided by under this Agreement, together with the updates, new releases or versions, and modifications or enhancements, owned and licensed by the Service Provider's supplier pursuant to this Agreement.

SOW means the Statement of Works, which forms part of the Quotation Order Form where applicable.

Subscription means a license provided to an individual user of the Customer by which that user can access the Service.

User means an individual authorized by You to use the Software, Services, and Documentation, for whom You have purchased a license or to whom You have supplied a user identification and password. User(s) may only include Your employees, consultants, and contractors.

VPN means Virtual Private Network.

Your Data or **Data** means data and files, including Personal Data, communicated, processed, stored, or submitted by You or Your Users in connection with Your or Your User's through the Software or Services.

2.   N-Force Services

2.1.   The Service Provider will provide the Customer with the following N-Force Service(s) as specified on the Quotation Order Form.

    2.1.1. **N-Force Managed EDR** provides:
        2.1.1.1   Advanced protection for your endpoints: detecting, containing, and remediating threats.
        2.1.1.2   24/7/365 Security Operations monitoring and escalation through our UK and US-based SOCs.
        2.1.1.3   Analysts actively investigate, verify and remediate threats within the scope of this Agreement.
        2.1.1.4   Monthly service reports and threat trend analysis.

    2.1.3. **N-Force Managed ITDR** provides:
        2.1.2.1   Monitoring and response to identity-based attacks.
        2.1.2.2   24/7/365 Security Operations monitoring and escalation through our UK and US-based SOCs.
        2.1.2.3   Detection and remediation of rogue applications and malicious email inbox rules.
        2.1.2.4   Behavioural analytics for location, device, and VPN anomalies.
        2.1.2.5   Monthly threat and posture review reports.

    2.1.4. **N-Force SIEM** provides:
        2.1.3.1   Fully managed security information and event management service with 24/7/365 monitoring and threat correlation.
        2.1.3.2   Intelligent filtering and data enrichment for relevant signal capture.
        2.1.3.3   Real-time alert triage, investigation, and validation.

    2.1.5. **N-Force Security Awareness Training** provides:
        2.1.4.1   Security awareness training for employees via automated monthly training slide deck and videos.
        2.1.4.2   Automated phishing test emails to monitor employee awareness and compliance.

    2.1.6   **N-force Advanced Web Protection** provides:

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2.1.6.1   The ability to set web-filtering policies and website blocklists.
2.1.6.2   Encryption and authentication for all communications between DNS servers and clients
2.1.6.3   Monitoring DNS traffic for suspicious activity

2.2.   The Services may be provided to the Customer on a User basis and charged on a per User basis or on a Shared Device basis and charged on a per Device basis under a Shared Device Support package.

3.   Obligations at the end of the Agreement

3.1. If the Customer fails to uninstall the relevant software after termination of the applicable Service(s) and the Service Provider has not granted you to a grace period to uninstall in writing, the Customer will be charged at the Service provider's current monthly rates until all software has been uninstalled.

3.2. In relation to the SIEM Service, on termination of the SIEM Service or removal of a device from the SIEM Service, the security logs for that device will remain in the SIEM database for a 12month period. The device and Customer details will be anonymised, and any associated data will be used for trend analysis only.

4.   Customer Responsibilities

4.1. Access and Use - Customer is solely responsible for and will: (i) use the Services only in accordance with this Agreement, Quotation Order Forms, Documentation, SoW, and applicable laws and government regulations; (ii) be responsible for its authorised users/agents compliance with this Agreement, Quotation Order Forms, Documentation and SoW; (iii) be responsible for the accuracy, quality, and legality of Customer Data, including the means by which Customer acquired Customer Data and Customer's use of Customer Data with the Services; (iv) configuring the Services appropriately for its environment; (v) complying with any regulations and laws (including, without limitation, data privacy, protection, and export laws); (vi) determining the suitability of the Services for Customer's purposes; (vii) providing reasonable information and assistance to the Service Provider to deliver the Services; and (viii) using commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Service Provider promptly of any such unauthorised access or use.

4.2. Customer Systems - Customer shall be solely responsible for: (i) procuring, at its expense, the necessary Customer Systems; (ii) complying with all laws, rules, and regulations related to its use of Customer Systems and the Services hereunder; and (iii) changing its usernames and passwords if Customer believes that the same have been stolen or might otherwise be misused.

5.   Maintenance, Updates, Monitoring and Modification to Service(s)

5.1. From time to time, the Service Provider may perform scheduled maintenance to update the Services and other technology that are used to provide the Services and will use commercially reasonable efforts to provide prior notice of such scheduled maintenance if such maintenance shall render the Services unavailable. Customer acknowledges that, in certain situations, the Service Provider may need to perform emergency maintenance of the Services without providing prior notice.

5.2. The Service Provider may, at any time, update, upgrade, or modify the Services in its sole discretion, including issuing patches, bug fixes, and new features and versions of the Services.

5.3. The Services may include software functionality that may make modifications to a computer system in order to prevent, respond to, remediate, and/or recover from a security incident. These services are provided as part of the Services to better assist the Customer. While the Service Provider takes appropriate and reasonable steps to mitigate the possibility of these services causing any adverse effects to the Customer's computer systems where the actions are executed, including requiring users/agents to review and approve any actions, the Service Provider cannot and does not guarantee any particular results, effects, or performance either suggested by the Service Provider or specified by a user, prior to implementing such action. By using the Services, including the services that make these modifications, the Customer understands and agrees that the Service Provider shall not be liable to the Customer for any delay(s), error(s), or issue(s), including any instability or other adverse effects arising from any actions or omissions taken or made with respect to the Customer's computer systems via the Services.

5.4. Upon the expiration of Customer's Agreement, the Customer may no longer use the Services and any software still running may be automatically instructed to remove/delete itself from the Customer Systems. Customer hereby gives the Service Provider permission to automatically remove/delete the software from the Customer Systems but acknowledges that the Service Provider is not obligated to do so and Customer must ensure removal or subject to the Fees set forth above in Section 3.2.

5.5. Customer acknowledges that the Service Provider continuously monitors the Services to: (i) provide the Services; (ii) monitor and track usage; (iii) monitor the performance, integrity, and stability of the Service's infrastructure; (iv) prevent or remediate technical issues; and (v) detect and address illegal acts or violations of the restrictions herein.

5.6. During the Minimum Period and any subsequent Renewal Periods, the Customer may add additional Subscriptions to the Service and those additional Subscriptions will terminate on the same date as the Service ("Co-terminus Subscriptions"). The quantity of Subscriptions may be reduced to the original number ordered on the Quotation Order Form for the Service but may not be reduced below the original quantity of Subscriptions ordered for the Service as detailed on the Quotation Order Form.

6. **Limited Warranties**

6.1. The Service Provider warrants to the Customer that the Services will substantially conform in all material respects to the Quotation Order Form, Documentation, and SoW when used in accordance with the SoW, reasonable instructions of the Service Provider and this Agreement. If there is any breach of this warranty which can be replicated or verified, the Service Provider will use commercially reasonable efforts to repair the Services or its internal processes to resolve such non-conformance. This remedy will be Customer's sole and exclusive remedy for any failures of this limited warranty. To invoke the remedy described in this Section, the Customer must provide written notice to the Service Provider, expressly outlining the nature of the alleged non-conformance. The Service Provider will have no obligation to undertake any remedial measures if the non-conformance is caused by (i) modification of the Services by any other party other than the Service Provider; (ii) the combination or use of the Services furnished hereunder with materials or services not furnished or approved by the Service Provider; or (iii) failures caused by abuse or improper use by Customer.

6.2. Except as set forth in sections 6.1 above, the Services, including any documentation, are provided "as is," and the Service Provider disclaims any and all other warranties, express or implied, with regard thereto, including but not limited to any warranties of merchantability, fitness for a particular purpose, title and non-infringement, security, absence of viruses or other malicious software, and any warranties arising from a course of dealing, usage, or trade practice. The Service Provider further disclaims any warranty that the Services will meet customer's requirements or will result in any particular results, will operate in all the combinations which may be selected for use by customer, or that the operation of the services will be error or bug free or uninterrupted or that all errors will be corrected or repaired. The Service Provider does not guarantee that the Services will guarantee security, detection, or mitigation of all malicious software. The Service Provider does not warrant that the Services will protect or secure your files, networks, servers, or endpoints from all malware, viruses or third-party malicious attacks. The Customer acknowledges that the Service Provider obligations under this agreement are for its benefit only.

6.3. The Customer expressly acknowledges and agrees that the services do not provide legal advice and that the Customer is solely and exclusively responsible for (i) understanding the regulatory requirements applicable to its business; (ii) ensuring that it is compliant with the applicable regulatory requirements; (iii) selecting and using software and Services in a manner that complies with the applicable requirements; and (iv) determining the suitability of the Services for its use in light of any applicable regulations.

6.4. The Customer shall indemnify, defend and hold the Service Provider harmless from and against any and all liabilities, losses, damages, cost, and expenses incurred or suffered by the Service Provider as the result of (i) any material breach of this Agreement by Customer; (ii) any claim against the Service provider that any Customer Data or Customer software, services, or materials infringe or misappropriate any patent, trademark, copyright, trade secret, or other third-party Intellectual Property Rights; or (iv) any claim that Customer's use of Customer Data or Personal Data with the Services violates any Data Protection Laws or other legal obligations.

BY SIGNING THE QUOTATION ORDER FORM FOR THESE SERVICES VIA THE SERVICE PROVIDER PORTAL YOU CONFIRM THAT YOU HAVE READ THESE SERVICE SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF N-FORCE SERVICES AND AGREE TO BE BOUND BY THEM.

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