

**SPECIFIC CONDITIONS N3 – MANAGED MICROSOFT DEFENDER FOR SERVERS SERVICES**

These Specific Conditions govern the Managed Microsoft Defender for Servers Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”) and Specific Conditions X3 – Standard Operational Services, which shall be deemed to be incorporated into the Contract for the performance of any Managed Microsoft Defender for Servers Services performed under these Specific Conditions.

**1 DEFINITIONS**

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions:
- “Managed Servers” means the domain joined servers identified in the Order Form that are to be monitored by Microsoft Defender for Servers;
  - “Microsoft” means Microsoft Corporation and its affiliates;
  - “Microsoft Azure Platform” means the Microsoft Azure platform as provided by Microsoft;
  - “Microsoft Defender for Servers” means the server security posture management and protection platform as provided by Microsoft and subscribed to through the Microsoft Azure Platform;
  - “Managed Microsoft Defender for Servers Services” means the Services provided under these Specific Conditions;
  - “Microsoft Reseller Relationship” means the process of associating the Company to the Customer’s Microsoft Azure tenancy as defined by Microsoft; and
  - “Virus Definitions” means the virus definitions provided by Microsoft as updated from time to time.
- 1.2 All other capitalised terms, which are not defined in paragraph 1.1 shall have the meanings stated in the Conditions and/or in Specific Conditions X3 – Standard Operational Services.

**2 COMMENCEMENT DATE**

The Commencement Date shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Managed Microsoft Defender for Servers Services to the Customer.

**3 MINIMUM TERM**

The Minimum Term shall be as stated in the Order Form or, if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date.

**4 SERVICE DELIVERABLES**

**4.1 Reactive Technical Support**

- 4.1.1 Where specified in the Order Form that the Company is providing “Reactive Technical Support”, the Company will:
- 4.1.1.1 resolve Incidents in accordance with the Incident Management process;
  - 4.1.1.2 investigate Problems in accordance with the Problem Management process;
  - 4.1.1.3 implement Changes in accordance with the Change Management process; and
  - 4.1.1.4 maintain a configuration management database in relation to Microsoft Defender for Servers and update the stored configuration items on a regular basis.

**4.2 Defender for Servers Monthly Reporting**

- 4.2.1 Where specified in the Order Form that the Company is providing “Defender for Servers Monthly Reporting”, the Company will:
- 4.2.1.1 use the functionality provided by Microsoft Defender for Servers to create a report showing the antivirus compliance information relating to the Managed Servers and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form; and
  - 4.2.1.2 use the functionality provided by Microsoft Defender for Servers to create a report showing the security alerts relating to the Managed Servers and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form.

**4.3 Defender for Servers Review Meeting**

- 4.3.1 Where specified in the Order Form that the Company is providing “Defender for Servers Review Meeting”, the Company will on an annual basis, unless otherwise specified in the Order Form, host a call of no more than one (1) hours duration (unless specified otherwise in the Order Form) to review and make recommendations relating to the reports provided in paragraph 4.2 and paragraph 4.6.1.1 as applicable.

**4.4 Defender for Servers Configuration Audit**

- 4.4.1 Where specified in the Order Form that the Company is providing “Defender for Servers Configuration Audit”, the Company will:
- 4.4.1.1 review the existing configuration of Microsoft Defender for Servers; and
  - 4.4.1.2 report to the Customer any changes that the Company recommends for consideration by the Customer to increase the performance, stability or security posture of the Managed Servers. The implementation of any such recommendations may be subject to additional Charges, as will be notified by the Company to the Customer. Upon submitting any recommendations, there shall be no obligation on the Company to implement any such changes until any additional Charges are agreed with the Customer.
- 4.4.2 The audit referred to in paragraph 4.4.1 will be delivered annually upon request by the Customer unless otherwise specified on the Order Form.

**4.5 Antivirus Compliance Management**

- 4.5.1 Where specified in the Order Form that the Company is providing “Antivirus Compliance Management”, the Company will:
- 4.5.1.1 use Microsoft Defender for Servers to manage the antivirus posture of the Managed Servers; and
  - 4.5.1.2 manage updates to the Virus Definitions when released by Microsoft.

**4.6 Vulnerability Management**

- 4.6.1 Where specified in the Order Form that the Company is providing “Vulnerability Management”, the Company will:
- 4.6.1.1 use the functionality provided by Microsoft Defender for Servers to create a report showing the vulnerability information relating to the Managed Servers and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form;
  - 4.6.1.2 notify the Customer of vulnerabilities identified by Microsoft Defender for Servers which have a CVSS rating of “critical” as soon as reasonably practicable; and
  - 4.6.1.3 provide a recommended course of action to attempt to remediate or mitigate associated risk.

**4.7 Security Incident Management**

- 4.7.1 Where specified in the Order Form that the Company is providing “Security Incident Management”, the Company will:
- 4.7.1.1 investigate each potential security incident reported by Microsoft Defender for Servers where the severity score is “high” or “medium”;
  - 4.7.1.2 notify the Customer of any security incidents which were not able to be automatically remediated by Microsoft Defender for Servers;
  - 4.7.1.3 use Microsoft Defender for Servers to attempt to further remediate any unresolved security incidents; and
  - 4.7.1.4 where it has not been possible to remediate the security incident using Microsoft Defender for Servers, notify the Customer of recommended actions.

4.7.2 Forensic investigation and security incident response activities are excluded from “Security Incident Management”.

### 5 CUSTOMER OBLIGATIONS

5.1 The Customer shall:

- 5.1.1 at all times operate and maintain the Microsoft Azure Platform and Managed Servers in a prudent manner and at all times in accordance with the Vendor’s recommendations;
- 5.1.2 ensure timely participation and engagement with the Change Management process;
- 5.1.3 ensure it has paid for all necessary subscriptions, licenses and support for the Microsoft Azure Platform and promptly make available such support to the Company;
- 5.1.4 accept an invitation from the Company to become linked via a Microsoft Reseller Relationship for the Microsoft Azure Platform and authorise elevated rights access to the Company;
- 5.1.5 be responsible for ensuring compliance with the terms of any software licence agreement for the Microsoft Azure Platform;
- 5.1.6 be responsible for maintaining the confidentiality of physical access details to the Managed Servers; be liable for all loss and damages arising from unauthorised physical access to or use of the Managed Servers; and be responsible for designing and implementing its own security policy within the Customer’s operations for preventing such occurrences;
- 5.1.7 be responsible for maintaining any dependencies required for the Microsoft Azure Platform including but not limited to active directory, single sign-on and access management policies;
- 5.1.8 provide to the Company relevant details of all previously completed triage and diagnostics testing (and results thereof) when raising a request for support in order for the Company to review such request;
- 5.1.9 where the Managed Microsoft Defender for Servers Services are to be provided on an existing Microsoft Azure tenancy, provide access to and hand over the tenancy to the Company in a timely fashion and in good working order as reasonably determined by the Company;
- 5.1.10 remain responsible for the security and firewalls of the Customer’s communications links, equipment, software, services and processes unless agreed otherwise in this Contract as being expressly provided by the Company and/or otherwise agreed in writing with the Company;
- 5.1.11 take adequate copies of locally-stored data and operating and application software, unless otherwise expressly stated in this Contract as being part of the Managed Microsoft Defender for Servers Services provided by the Company, such that they may be restored to the Managed Servers in the event of loss or corruption; and
- 5.1.12 at all times ensure the availability of any Customer or third party supplied internet access to enable Microsoft Defender for Servers to update. The Company shall not be liable where any failure or unavailability of any Customer or third party supplied internet access results in a delay or failure of Microsoft Defender for Servers to update and/or any consequent security breaches.

### 6 EXCLUSIONS

6.1 The following shall be excluded from the Managed Microsoft Defender for Servers Services:

- 6.1.1 the cost of any software licenses or hardware. The Company will only deliver particular Managed Microsoft Defender for Servers Services where the relevant Microsoft Defender for Servers subscription and/or license has been purchased by the Customer;
- 6.1.2 requests for product training or technical consulting;
- 6.1.3 changes which are deemed by the Company as project work; and/or
- 6.1.4 setup or migration of tenancy.

### 7 GENERAL

- 7.1 The Managed Microsoft Defender for Servers Services will be provided from the Company’s sites.
- 7.2 All reporting is based on the Company’s templated standards and any reports required outside of that standard will incur additional charges which the Customer shall pay in accordance with the terms of the Contract.
- 7.3 Any technical or security advice given in the delivery of the Managed Microsoft Defender for Servers Services is provided based on the information available at the time and the interpretation of a suitably skilled engineer and as such cannot be guaranteed.
- 7.4 The Company is not responsible for any data lost or corrupted or rendered inaccessible from the Managed Servers or otherwise as a result of security incident, virus outbreak or infection, or caused by the misuse of any system or application used on or connected to the Managed Servers by the Customer or any breach by the Customer of any security policy.
- 7.5 The Company reserves the right to make reasonable adjustments to the Managed Microsoft Defender for Servers Services if Microsoft changes or removes any functionality which the Company relies on to deliver the Managed Microsoft Defender for Servers Services .
- 7.6 The Company will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Managed Microsoft Defender for Servers Services (including failing to meet any Service Level), or to pay any service credit (if applicable), to the extent caused by any interruption or failure of such services arising directly or indirectly as a result of any of the following circumstances:
  - 7.6.1 any act or omission of the Customer, its agents, representatives, users or End Users;
  - 7.6.2 any act or omission of Microsoft or any other relevant third party;
  - 7.6.3 any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations;
  - 7.6.4 the Customer’s failure or delay in complying with the Company’s reasonable instructions;
  - 7.6.5 any software other than Microsoft Defender for Servers;
  - 7.6.6 incorrect or unauthorised use of Microsoft Defender for Servers and/or Managed Servers;
  - 7.6.7 any unsupported programs used in conjunction with Microsoft Defender for Servers and/or Managed Servers; and/or
  - 7.6.8 the Customer not powering on and/or not connecting the Managed Servers to a suitable network in order to receive any software updates (including Virus Definitions) in order to maintain compliance with relevant policies;

and the Company reserves the right to levy additional charges to the Customer on a time and materials basis in respect of any additional Services provided by the Company that have been necessitated by such circumstances.

### 8 CHARGES

- 8.1 The Charges for the Managed Microsoft Defender for Servers Services are as identified in the Order Form.
- 8.2 Unless otherwise provided in the Order Form, the Company will invoice the Charges for the Managed Microsoft Defender for Servers Services monthly in advance, with the first invoice issued by the Company on or around the Commencement Date.

### 9 SERVICE LEVELS

The Company will provide Incident Management, Problem Management and Change Management in accordance with the applicable Service Levels set out in Specific Conditions X3 – Standard Operational Services.

### 10 REASONABLE AND FAIR USE

- 10.1 The Managed Microsoft Defender for Servers Services are provided on a ‘reasonable use’ basis, as determined by the Company.

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- 10.2 If, using its reasonable judgement, the Company considers that the use of the Managed Microsoft Defender for Servers Services by the Customer has consistently or notably exceeded typical usage by other customers or that an individual Request made by the Customer is not reasonable in nature, the Company may take reasonable steps to address the usage pattern or Request. Such steps may include:
- 10.2.1 remedial work to address the root cause of the issues that are causing overuse of the Managed Microsoft Defender for Servers Services, such work being chargeable by the Company on a time and materials basis;
  - 10.2.2 revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request;
  - 10.2.3 limiting the Customer's use of the Managed Microsoft Defender for Servers Services in line with typical customer use; and/or
  - 10.2.4 changing a particular element of the Managed Microsoft Defender for Servers Services.
- 10.3 Where the Company finds that the cost of delivering the Managed Microsoft Defender for Servers Services is greater than one hundred and twenty-five percent (125%) of the Charges in relation to the Managed Microsoft Defender for Servers Services as detailed in the Order Form within any three (3) month period, the Company reserves the right to review and change the agreed commercial terms and/or impose relevant restrictions as identified under paragraph 10.2.