

SCHEDULE D: SERVICE DEFINITION FOR VIRTUAL CHIEF INFORMATION SECURITY OFFICER (VCISO) SERVICE**1. VCISO Service Description**

Exponential-e's Virtual Chief Information Security Officer Service provides the Customer with:

- (i) An Initial Security Assessment over a three (3) day period;
- (ii) On-site and Remote Access to a Cyber Security Expert with globally recognised qualifications, and who has held Senior Cyber Security roles (the "VCISO"). The total number of on-site days over the Initial Term, the frequency of on-site visits and the site at which the on-site team will be provided to, will be specified on the Order Form. The Parties shall agree in writing, following Order acceptance, mutually-agreeable dates for the on-site days to occur;
- (iii) Email and Telephone Support (during Normal Business Hours); and
- (iv) a Monthly Security Management Report,

each as further described below.

The VCISO Service begins with the Exponential-e Cyber Security Team performing an assessment of the Customer's Governance and IT Security requirements, the aim of which is to understand the security environment within which the VCISO Service will be provided. After this has been completed, email and telephone support will commence.

Initial Security Assessment

This will cover the Customer's IT and Governance Security Controls in order to give Exponential-e an understanding of the Customer's current security environment.

On Site Days

While on-site the VCISO is available to assist in a range of Information Security activities including:

- » **Pro-active Information Security Risk Management** – The VCISO will review current threats and identify areas which might affect the Customer's organisation, and advise on how to prevent the threat from becoming an incident by putting in appropriate mitigation controls.
- » **Information Security Consultancy to Business and IT** – The VCISO will be able to offer advice to the business and IT in order to help reduce risk and improve the organisations security.
- » **Information Security Audit Plan Management** – The VCISO can help prepare and support the Customer through security audits. This includes security related questions from clients and potential clients.
- » **Security Incident Escalation, Response and Co-ordination** – The VCISO will be able to help and support the internal team if there is an incident, but it is important to note that the VCISO Service is not an Incident Response Service.
- » **Change Request** – Security Impact Assessment – The VCISO will be able to review changes before they are implemented to make sure that they will not impact the security of the organisation.
- » **Review IT System Configurations / Reports for Security Issues and Advise Accordingly** – The VCISO will be able to review infrastructure and help improve the configuration, whilst highlighting any issues that might arise.
- » **Serve on Customer's IT / Governance Steering Committees (if required)** – The VCISO can be used as a Subject Matter Expert to guide any internal steering groups or advise management teams.
- » **Training and Awareness** – The VCISO can be used to provide training to an organisation on specific security topics, in order to help enhance the security and reduce risk.

Telephone and Email Support

For times when there is not a VCISO on-site, the Customer may contact the Exponential-e Cyber Security Team during Normal Business Hours by telephone and email. This is intended for advisory assistance only and the duration of the calls will be deducted from the days purchased for on-site support.

Security Management Report

A Monthly Report shall be provided, indicating the key activities that the VCISO and the Exponential-e Cyber Security Team have been engaged with during the month. In addition, it will provide information regarding New System Patches for the Main Operating Systems, that will need to be considered within the organisation. Furthermore, it will provide a view of agreed Key Risk and Information Security Metrics for the organisation.

2. Service Commencement Date

The Service Commencement Date of the Service will be the date that the Initial Security Assessment commences.

3. Additional Terms

The following terms and conditions apply to the provision of the VCISO Service by Exponential-e in addition to Exponential-e's General Terms.

3.1. DEFINITIONS

3.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

"Deliverables" Any deliverable materials (including reports) to be produced by Exponential-e and provided to the Customer as part of the Service, as detailed in this Service Definition.

3.2 ADDITIONAL EXPONENTIAL-E OBLIGATIONS

3.2.1 Exponential-e shall provide the Service in a workmanlike manner and shall conform to the generally-accepted standards of the cyber security industry. The Customer must notify Exponential-e of any failure to so perform within five (5) days after the completion of the Service. Exponential-e's entire liability and the Customer's sole remedy for Exponential-e's failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

3.2.2 Without limiting the generality or applicability of the foregoing, Exponential-E does not represent, warrant, or covenant that the Service performed under the Contract will: (a) detect or identify all security or network threats to, or vulnerabilities of the Customer's networks or other facilities, assets or operations; or (b) prevent intrusions into or any damage to the Customer's networks or other facilities, assets or operations.

3.3 ADDITIONAL CUSTOMER OBLIGATIONS

3.3.1 The Customer shall provide Exponential-e with such office, access and information technology facilities as are reasonably required by Exponential-e to perform the Service.

3.4 INTELLECTUAL PROPERTY

3.4.1 All Intellectual Property Rights in the Contract (including this Service Document) shall at all times remain the property of Exponential-e.

3.4.2 The Deliverables shall on the date on which the same are created, vest in the Customer and Exponential-e assigns to the Customer with full title guarantee free from all charges, liens, licences and other encumbrances the Deliverables. Exponential-e agrees to execute any reasonable documents and carry out any activities as are required to perfect the vesting of the Deliverables to the Customer.

3.4.3 The Customer hereby grants to Exponential-e a free-of-charge, non-exclusive licence for the duration of the Contract to use the Deliverables solely for the purpose of performing its obligations under the Contract or as requested by the Customer from time to time.

3.4.4 The Deliverables are intended for the Customer's own internal use only and not for any use by third parties nor for use in any legal proceedings, and Exponential-e disclaims any liability that may arise out of any third party's review and/or use of such Deliverables.

3.5 TERMINATION

3.5.1 Clause 3.2 (Additional Exponential-e Obligations) and Clause 3.4 (Intellectual Property) shall survive termination and continue in full force and effect.

3.6 COMPLAINTS PROCEDURE

3.6.1 Details of Exponential-e's complaints process and policy are available at <https://www.exponential-e.com/contact-us>) and upon request from legal@exponential-e.com.

3.7 DATA PROCESSING

- 3.7.1 Where the provision of the Service will result in Exponential-e Processing Customer Personal Data, Exponential-e will, at the Customer's request, agree to execute a data processing addendum (where applicable) setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.