SERVICE DOCUMENT FOR SECURITY (DIRECT) V 3.1

Version History		
Version Number	**Date Approved**	**Change/Reason for Change/Comments**
1.0	10/11/2016	Initial document creation
1.1	19/01/2017	Addition of Content Filtering and Control Service
1.2	05/05/2017	Addition of Authentication Service, Addition of Secure Managed Firewall Service, Addition of Next Generation Managed Firewall Implementation Service
1.3	04/07/2017	Addition of Advanced Firewall Monitoring Service
1.4	25/07/2017	Addition of Ransomware Protection and Anti-Malware (Sentinel One)
1.5	18/09/2017	Addition of Next Generation Unified Threat Management Service
1.6	13/10/2017	Addition of Next Generation Firewall Service
1.7	18/05/2018	Amendment to Complaints Policy location, Addition of Data Processing Provisions Addition of Cyber Security Operations Centre Service, Addition of Asset Security Monitoring Service
1.8	18/07/18	Replacement of Authentication Service with IDaaS
1.9	06/11/2020	Addition of Vulnerability Scanning Service
2.0	06/12/2021	New DDoS Mitigation Service and CSOC Service to replace existing DDoS Mitigation and CSOC services, deletion of Asset Security monitoring service which is replaced with the CSOC Lite service.
2.1	16/03/2022	Amendment of CSOC Service and addition to address inflationary or 3rd party price increases.
2.2	25/11/2022	Addition of software provisions, price increase provisions and vendor licensing provisions. Removal of Ransomware and Anti-Malware (SentinelOne). Addition of Managed Detection and Response Service.
2.3	03/05/2024	Addition of FortiClient Enterprise Management Server (EMS) Service, Security Awareness Training Service and Managed Email Security Service
3.0	02/05/2025	Changes to inflationary price increase provisions. Removal of data processing details.
3.1	16/10/2025	Removal of reference to Windows server required for FortiClient EMS Service. Addition of Microsoft Sentinel Cyber Security Operations Centre Service. Removal of Secured Managed Firewall Service, Advanced Firewall Monitoring, Next Generation Unified Threat Management Service, and Next Generation Firewall Service. Addition of Dedicated Firewall and Centralised Firewall Services.

1. Document Purpose

This document describes Exponential-e's security services, their service level agreements (if applicable) and the service-specific terms and conditions that are applicable, in addition to Exponential-e's General Terms. Capitalised terms used in this Service Document which are defined in the General Terms shall be afforded their defined meanings throughout this Service Document.

2. Security Services Portfolio

Each Security Service is set out in a separate Service Definition attached as a schedule.

3. Service Delivery and Acceptance

Exponential-e will liaise with the Customer to ensure that all relevant information is obtained and provide regular progress reporting and on-going support during delivery. All activities related to delivery are scheduled within Normal Business Hours. If the Parties agree to re-schedule these outside of Normal Business Hours additional charges shall apply. Exponential-e will notify the Customer by email when the Service(s) is ready to be used. Where applicable to a Service, acceptance tests are set out in the relevant Service Definition.

4. Service Support

4.1 Fault Management

Information on how to contact Exponential-e's Service Desk and fault reporting can be found in the "Customer Support Handbook", a copy of which is available upon request from Exponential-e.

4.2 Service Moves

Exponential-e will, if it is technically possible to move the Services from a current Customer Site to a new Customer Site, provide a quotation to the Customer.

4.3 Planned and Emergency Works

Exponential-e will aim to provide at least 10 days' notice via email of any planned works. Exponential-e reserves the right to carry out emergency works at any time, without notice.

5. Service Commencement Dates

Unless otherwise specified in the Contract, the Service Commencement Date for a Service at a Site is the earlier of (i) the date on which the Service is handed over and (ii) when the Customer begins to use the Service. For centralised services shared by multiple Sites (i.e. Centralised Firewall etc.) the Service Commencement Date is the date on which that Service has been handed over and is accessible from at least one (1) Site.

6. Service Credits

6.1 Service Availability

The target availability for each Security Service (if applicable) is provided in the relevant Service Definition. Unless set out otherwise in the applicable Service Definition, the Availability is calculated on a calendar monthly basis using a 730 hour month and the following formula:

$$\boldsymbol{P = \frac{730\ Hours - A}{730\ Hours} x 100}$$

Where P = Percentage availability; A = Sum of all events of unavailable service in that month measured in hours. Non-availability is measured from the time an incident ticket is raised to the time the service is restored and the incident ticket is cleared by Exponential-e.

6.2 Service Credit Rules

Exponential-e shall have no liability for any failure to meet any target service levels due to, or as a result of, any of the following reasons ("Excused Reasons"):

- Non-availability of Exponential-e connectivity services (including any CPE) – only the service level agreement for the connectivity service shall apply;
- Non-availability of internet access or non-availability due to cyber-attack;
- The use of the Service for a purpose for which it was not designed or specified for;
- The diagnosis and correction of any fault in equipment for which Exponential-e is not providing support services;
- Any Force Majeure Event;
- Suspension of service in accordance with the Contract;

- Customer default or delay, or any negligent, wilful or reckless act, fault or omission by the Customer or any users for whom the Customer is responsible under the Contract, or any of their representatives, employees, agents or sub-contractors;
- Access issues and delays along the route of the Service(s) or at the Customer Site(s); and/or
- Third party software including but not limited to software bugs and/or Malicious Code.

6.3 How to Claim

Service credit claims must be submitted to clientrelations@exponential-e.com within thirty (30) calendar days of the end of the calendar month in which the failure to meet the target service level has occurred. Any service credit claims not raised within this period are irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with the relevant Service Definition and this section (such service credits being a genuine pre-estimate of loss, not unconscionable and not a penalty) and be applied to the Customer's account. Service credits shall be the Customer's sole and exclusive remedy with respect to any failure to meet target service levels. Monthly Charges referred to in this Service Document are to the Annual Charges divided by twelve (12).

7. Complaints

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.

8. Additional Terms

8.1 CHARGES

8.1.1 Exponential-e shall be entitled to increase the Annual Charges:

8.1.1.1 in line with any increases in costs as a result of legal and/or regulatory changes; and/or

8.1.1.2 in line with inflation (where any such increase shall be limited to the change in the UK Retail Price Index (or any materially-equivalent replacement index) plus two percent (2%) since signature of the Contract (in the case of the first such inflationary increase) or since any previous inflationary increase (in the case of any subsequent inflationary increases); and/or

8.1.1.3 in line with any increases in costs imposed upon Exponential-e by its suppliers.

Exponential-e will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

8.1.2 If the Contract involves the purchase by Exponential-e of goods and/or services in a currency other than sterling and there is a greater than one percent (1%) change in the exchange rate between sterling and that other currency due to the weakening of sterling between (a) the date of Order acceptance and (b) the date that Exponential-e pays the relevant supplier, Exponential-e reserves the right to pass on to the Customer the additional costs incurred by Exponential-e as a result of the change in exchange rates and the Customer agrees to pay the same.

8.2 SOFTWARE

8.2.1 The following Patch management policy shall apply in respect of the Service(s). Software/Firmware patches shall be applied when deemed necessary by the Exponential-e Operational Centre. Patching could be triggered under various conditions:

8.2.1.1 A remotely exploitable security vulnerability is identified and the vendor releases a patch for the vulnerability. Exponential-e software release management function conducts a regular review of new vulnerabilities and assesses the functional and security risk to platforms under its remit. It is often the case that vulnerabilities are only applicable if certain configuration is present on the device in question, and if certain features are enabled. If the net effect is that no vulnerability is exposed, then the patch would not be applied. If vulnerability is exploitable but it is feasible to amend configuration in such a way as to prevent the vulnerability being exploited, then the patch would also not be applied – however in this case the work-around configuration would be introduced under the normal change control procedures;

8.2.1.2 A normal end of lifecycle upgrade may be triggered when vendor support of the technology in question is no longer available. In certain circumstances a hardware refresh or upgrade would be required, which falls outside the scope of this patch management policy;

8.2.1.3 A bug is identified which is adversely affecting the reliable operation of the device. It is frequently the case that bugs are triggered only under certain specific conditions which are not present in all environments. Under these circumstances Exponential-e will assess whether the bug potentially has widespread impact (in which case the patch would be rolled out to all similar devices under Exponential-e management), or the condition is isolated (in which case only the particular affected device would be patched).

8.2.2 Patch Management excludes security hardening required for regulatory or compliance purposes. This will be a chargeable Professional Services engagement.

8.2.3 The following Release management policy shall apply in respect of the Service(s). Only software updates relating to the operating system supported by the vendor shall be implemented by the Exponential-e Operational Centre. Software is managed within the following guidelines:

8.2.3.1 Vendor announcements and vulnerability announcements are continually reviewed by Exponential-e in order to identify new software vulnerabilities;

8.2.3.2 In case a vendor announces a new remotely exploitable vulnerability and releases a patch to address the vulnerability for which no workaround exists, an upgrade will be initiated by Exponential-e. In many cases a particular vulnerability requires a specific configuration to be present. Exponential-e will analyse the impact of the vulnerability on Exponential-e managed devices, as covered by the Contract, and propose either an upgrade or a workaround if the vulnerability is remotely exploitable;

8.2.3.3 A release of software becomes end of support due to the end of lifecycle as determined by the vendor;

8.2.3.4 A specific bug is identified that impacts the Customer environment in terms of performance or stability of the platform.

8.2.3.5 The Customer may request an upgrade to a version of the operating system software fully supported by Exponential-e as part of the Service through a service request.

If none of the above scenarios are met, Exponential-e will not proceed to release a new software revision.

8.2.4 EXPONENTIAL-E SHALL HAVE NO LIABILITY FOR ANY SECURITY INCIDENTS OR SERVICE FAULTS/ERRORS/FAILURES TO THE EXTENT DUE TO THIRD PARTY SOFTWARE.