aztech

SCHEDULE DOCUMENT

MDR SentinelOne Public

COMPLIANCE AS A SERVICE (CAAS) SERVICE AGREEMENT

BETWEEN	Aztech IT Solutions Ltd at Libra House, Sunrise Parkway, Linford Wood Business Park, Milton Keynes MK14 6PH ("Supplier")
AND	The "Customer" as stated here or in the service order form ("Customer")

Background

- A. The Supplier provides managed detection and response services and related additional services.
- B. The Supplier and the Customer have agreed that the Supplier will provide MDR services using SentinelOne to the Customer, in accordance with the terms and conditions of this agreement.

Executed as an agreement

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The signed, or electronically signed service order form (also referred to as the final quote) shall execute this agreement.

This Schedule Agreement ("Schedule") is part of the general master terms and conditions ("Master Agreement") between Aztech IT Solutions ("The Supplier") and the entity specified in the approved quote or service order form ("The Client"). It specifies the terms under which The Supplier will provide Managed Detection and Response (MDR) services using SentinelOne to The Client.

1 Definitions

This section provides definitions for key terms used throughout the Service Definition Document to ensure clarity and mutual understanding.

- (a) **MDR**: Managed Detection and Response, a service that provides continuous monitoring, detection, and response to cyber threats.
- (b) **SentinelOne**: An advanced endpoint protection platform used by Aztech to deliver MDR services. It utilizes artificial intelligence and machine learning to detect, prevent, and respond to threats across all endpoints.
- (c) CSOC: Cyber Security Operations Center, the team within Aztech that provides 24/7/365 monitoring, detection, and response services.
 Service Hours: Business hours during which Aztech provides standard support services, unless otherwise specified in the service order form or associated Statement of Work (SoW).
- (d) **Incident Response**: Actions taken by Aztech to address and mitigate cyber threats, including containment, mitigation, and remediation efforts.
- (e) **Scope of Work (SoW)**: A document that outlines the specific tasks, deliverables, and timelines for the MDR services provided by Aztech.
- (f) **Client**: The entity specified in the approved quote or service order form that receives MDR services from Aztech.
- (g) **Supplier**: Aztech IT Solutions Ltd, the provider of MDR services to the Client.
- (h) **Approved Quote**: The final quote or service order form that outlines the agreed-upon services, pricing, and terms between Aztech and the Client.
- (i) **False Positive**: A security alert that incorrectly indicates the presence of a threat or vulnerability when none exists.

2 Service Description

The Supplier will provide Managed Detection and Response (MDR) services utilizing SentinelOne, offering 24/7/365 monitoring, detection, and response to cyber threats. The service includes continuous monitoring, threat detection, incident response, regular updates, and maintenance of the SentinelOne platform.

3 In-Scope Services:

- 3.1 **Continuous Monitoring**: Monitoring of The Client's IT environment around the clock for cyber threats.
- **3.2 Threat Detection**: Using SentinelOne's advanced analytics and machine learning to identify potential threats and vulnerabilities.
- 3.3 **Incident Response**: Immediate response to verified threats, including containment, mitigation, and remediation.
- **Regular Updates**: Applying updates and upgrades to the SentinelOne platform and associated software to ensure optimal performance and security.
- 3.5 **Reporting**: Providing detailed reports on detected threats, response actions, and overall security posture improvements.

4 Out of Scope Services

- 4.1 **Resolution of Non-MDR Related Issues**: Any security issues not directly related to the MDR services provided by SentinelOne.
- 4.2 **On-Site Support**: On-site support is not included unless specifically included in the approved quote or service order form.
- 4.3 **Additional Services:** Any services not explicitly mentioned in the approved quote or service order form.

5 Service Hours

Services will be provided during standard business hours unless otherwise stated in the service order form or associated Statement of Work (SoW).

6 Suppliers Obligations

- 6.1 The Supplier will monitor The Client's IT environment using SentinelOne, addressing threats proactively.
- 6.2 Not all detected threats will be communicated to The Client, especially if they are deemed false positives or non-critical.
- 6.3 The Supplier will deploy and maintain the SentinelOne software on approved or known devices. New devices introduced by The Client requiring MDR protection must be communicated to The Supplier.
- 6.4 The Supplier will respond to identified threats promptly, aiming to contain and mitigate risks to The Client's IT environment.
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7 Clients Obligations

Notification of New Devices

(a) The Client must notify The Supplier of any new devices that require MDR protection to ensure they are included in the monitoring and response framework.

7.2 Incident Reporting

(a) If The Client identifies a potential cyber threat, they should promptly notify The Supplier via designated contact points to ensure timely response and action.

7.3 Accurate Information

(a) The Client is responsible for providing accurate and up-to-date information about their IT environment to facilitate effective MDR service delivery.

8 Setup Services

- (a) Setup services for the SentinelOne platform are listed as additional services in the approved quote. This includes the installation and configuration of the SentinelOne software on the client's devices.
- (b) Assessment and Planning. The Supplier will conduct an initial assessment to identify potential security gaps and develop a detailed action plan to address these gaps and enhance The Client's security posture.

9 Data Protection

Both parties shall comply with the applicable data protection laws and regulations in the United Kingdom, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Specific obligations include:

9.1 Supplier's Responsibilities:

- (a) The Supplier shall comply with the applicable data protection laws and regulations in the United Kingdom, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).
- (b) The Supplier shall ensure that any personal data processed on behalf of The Client is handled securely and in accordance with The Client's instructions.
- (c) The Supplier shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

9.2 Client's Responsibilities:

- (a) The Client shall ensure that any personal data provided to The Supplier is accurate, relevant, and necessary for the provision of MDR services.
- (b) The Client shall inform The Supplier of any changes to personal data that might affect the provision of services or compliance with data protection laws.

10 Non-Solicitation of Employees:

10.1 During the term of this agreement and for a period of 12 months thereafter, neither party shall solicit or employ any personnel of the other party who have been involved in the performance or receipt of the services without the prior written consent of the other party. This clause ensures that both parties can maintain the stability of their workforce and protect their investment in employee training and development.

11 Term and Termination:

11.1 Initial Term

(a) The term of this agreement commences as per the approved quote and continues for 12 months unless otherwise stated in the service order form.

11.2 Renewal Term

(a) The agreement will automatically renew for another 12-month term unless The Client provides 60 days' notice in writing to cancellations@aztechit.co.uk. If the Supplier does not receive a cancellation notice at least 60 days before the renewal date, the agreement will automatically renew for another 12-month term.

12 Notice of Termination

12.1 To terminate this Schedule at the end of the initial term or any renewal term, the Client must provide the Supplier with at least 60 days' written notice prior to the renewal date. If the Supplier does not receive a cancellation notice at least 60 days before the renewal date, the agreement will automatically renew for another 12-month term.

13 Limitation of Liability:

13.1 The Supplier does not guarantee that The Client will never be breached. While the Supplier will provide all necessary support and take proactive measures to prevent breaches, the final outcome cannot be guaranteed. If a breach occurs and the Supplier is not found to be negligent in its provision of the MDR services, the Supplier shall not be liable for any damages or losses incurred by The Client as a result of such a breach.

14 Confidentiality and Governing Law:

Confidentiality:

(a) Both parties shall adhere to strict confidentiality obligations, ensuring that any proprietary or sensitive information exchanged during the course of this agreement is protected against unauthorized disclosure.

Governing Law:

(b) This agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

15 Billing

- 15.1 Invoices are issued monthly in advance with a 30-day net payment term from the invoice date.
- 15.2 Any additional services beyond the agreed scope will be charged at £125.00 per hour unless otherwise agreed.
- 15.3 The Supplier may increase prices with six weeks' written notice to the Client, limiting increases to once per 12 months and not exceeding 5%.