

**onecom**

# **Security Service Terms**

## 1. General

These Security Service Terms should be read in conjunction with all other terms of the Contract.

## 2. Definitions and interpretation

2.1 Terms defined elsewhere in the Contract shall have the same meaning in these Security Service Terms. The following definitions shall also apply.

<b>Planned Maintenance Hours</b>	the period between 10pm and 6am UK time
<b>Security EULA</b>	the end user license agreement as may be updated from time to time located at <a href="http://www.ThreatDown.com/eula">www.ThreatDown.com/eula</a> (or any other online address that Onecom advises the Customer of)
<b>Security Services</b>	the provision of the Security Software and any services ancillary thereto
<b>Security Software</b>	the third party IT security software provided to the Customer by Onecom as detailed in the Order Form
<b>User Subscriptions</b>	the user subscriptions purchased by the Customer which enable Users to access and use the Security Software in accordance with the terms of the Contract

2.2 The rules of interpretation set out in the General Terms shall apply to these Security Service Terms.

## 3. Implementation and delivery

3.1 Following the Effective Date, Onecom shall remotely deliver and install the Security Software on the applicable element(s) of the Customer's IT System.

3.2 It is the Customer's responsibility to ensure that its IT System is configured to support the Security Services and meets the minimum requirements as communicated to the Customer by Onecom from time to time.

3.3 Unless specified otherwise in the Order Form, Onecom shall not provide support services in relation to the Security Software.

## 4. Security Software

4.1 The Security Software is provided on an 'as is' basis and Onecom does not make any warranties or representations concerning the performance or functionality of the Security Software.

4.2 To the fullest extent permitted by Applicable Law, Onecom hereby disclaims and excludes any and all conditions, warranties, representations or other terms which might have effect between the parties or be implied or incorporated into the Contract (whether by statute, common law or otherwise), including warranties for merchantability, fitness for any particular purpose, or satisfactory quality.

4.3 Onecom does not warrant that the use of the Security Software will be uninterrupted or error-free.

- 4.4 The Customer expressly acknowledges that its right to use the Security Software is limited to the rights provided by the third-party licensor and that any and all claims that the Customer may have concerning or relating to such Security Software regarding the performance or the functionality shall be brought exclusively against the third party licensor of such Security Software and not against Onecom.
- 4.5 The Customer accepts responsibility for the selection of the Security Software to achieve its intended results and acknowledges that the Security Software has not been developed to meet its individual requirements.

## 5. Intellectual Property Rights

- 5.1 The Customer acknowledges that the Security Software and all the Intellectual Property Rights therein are and will remain the sole and exclusive property of Onecom and its licensors and no title to such Intellectual Property Rights are transferred to the Customer.
- 5.2 The Customer shall not alter, remove or obscure, the Intellectual Property Rights notices of Onecom and its licensors that may appear on the Security Software.

## 6. User Subscriptions

- 6.1 The Customer may, from time to time during the term of the Contract, purchase additional User Subscriptions in excess of the number set out in the Order Form.
- 6.2 The Customer shall not allow the number of User Subscriptions to exceed the number specified in the Order Form, unless the Customer has otherwise purchased additional User Subscriptions in accordance with the terms of the Contract.
- 6.3 In event the Customer purchases additional User Subscriptions during the Minimum Term, the term of such User Subscriptions shall run coterminous with the Minimum Term (which for the avoidance of doubt shall include the Minimum Term together with any extensions), unless expressly stated otherwise.

## 7. Term and Termination

- 7.1 Upon expiry of the Minimum Term, the Contract shall automatically renew for successive 12-month periods (each a **Renewal Term**) unless the Customer serves at least 90 days' Notice prior to the expiry date of the Minimum Term or Renewal Term (as applicable) to terminate the Contract.
- 7.2 Upon termination, Onecom (or where directed by Onecom, the Customer) shall uninstall or otherwise remove and delete from each Customer computer or other device all copies of the Security Software that have been installed on such computers or other devices by Onecom and / or the Customer.

## 8. Customer Obligations

- 8.1 The Customer agrees that it shall not, and shall ensure that all Users shall not:
  - 8.1.1 sub-license, assign or novate the benefit or burden of the Security Software in whole or in part;
  - 8.1.2 allow the Security Software to become the subject of any charge, lien or encumbrance; and

8.1.3 reverse assemble, reverse engineer, reverse compile, or otherwise translate or modify any portion of the Security Software.

## **9. Security EULA**

9.1 The Customer agrees and accepts it is a condition of the Contract that the Customer agrees and accepts the Security EULA.

9.2 The Customer shall ensure that all Users comply with the Security EULA.

9.3 The Customer shall immediately notify Onecom if it becomes aware of, or reasonably suspects that, a User has breached the Security EULA.

## **10. Charges**

10.1 Onecom shall invoice the Customer for the Recurring Charges monthly or annually (as may be applicable) in advance.

10.2 Onecom shall invoice the Customer monthly in arrears for User Subscriptions purchased by the Customer following the Effective Date.

## **11. Planned and Emergency Maintenance**

11.1 The Customer acknowledges that it may be necessary, from time to time, to carry out planned and emergency maintenance to the Security Software.

11.2 Onecom shall use reasonable endeavours to:

11.2.1 provide the Customer with at least 5 Business Days' advance notice of any planned maintenance;

11.2.2 procure that planned maintenance takes place during Planned Maintenance Hours; and

11.2.3 provide the Customer with advance notice of any emergency maintenance, but the Customer acknowledges that it may not be possible to provide advance notification of emergency maintenance.



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