Sophos Taegis™ MDR Plus - Japan

This Service Description describes Sophos Taegis MDR Plus ("**Service**"). All capitalized terms in this Service Description have the meaning ascribed to them in the Agreement (defined below) or in the Glossary section below.

This Service Description is part of and incorporated into, as applicable: (i) Customer's manually or digitally-signed agreement with Sophos covering the purchase of a Service subscription; (ii) if no such signed agreement exists, then this Service Description will be governed by the terms of the Sophos End User Terms of Use posted at https://www.sophos.com/legal (collectively referred to as the "Agreement"). To the extent there is a conflict between the terms and conditions of the Agreement and this Service Description, the terms and conditions of this Service Description will take precedence.

Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that: (i) Sophos may modify or update the Service from time to time without materially reducing or degrading its overall functionality; and (ii) Sophos may modify or update this Service Description at any time to accurately reflect the Service being provided, and any updated Service Description will become effective upon posting to https://www.sophos.com/legal.

Overview

The Service provides Customer with security monitoring and Investigations within Sophos Taegis™ XDR ("**XDR**") 24 hours a day, 7 days a week ("**24x7**"). The Service includes Threat detection and Investigations, Threat and proactive response actions, 24x7 access to Sophos Security Analysts from within XDR, threat hunting, custom use case development, a Taegis technical account manager, Taegis professional services engagements, and additional support and features as described below.

Notes:

- "Endpoint" and "asset" are used interchangeably in this service description.
- **For customers with more than one XDR tenant (i.e., Additional Managed Tenant)**, service components and Service Level Agreements ("**SLAs**") are applicable across all of Customer's tenants, unless otherwise specified below.

Service Components

24x7 Access to Security Analysts
Both English-speaking and Japanese-speaking Security Analysts are available 24x7 through the XDR in-application chat or ticket system, or through telephone.

Note: During standard working hours in Japan (defined as Monday to Friday, 9:00 to 17:00 Japan Standard Time (UTC+9)), Japanese-speaking Product Support Team members are available to assist Customer in Japanese.

Sophos Services for Taegis™ ManagedXDR

Taegis™ MDR Plus customers receive four (4) Service Units for each 12-month period during the Services Term which can be used for Proactive Consulting Services, Professional Services or Emergency Incident Response requests that fall outside the scope of Unlimited Response (described below). See the Addendum - Sophos Services for Taegis™ ManagedXDR and the Sophos Services for ManagedXDR Catalog and the IMR and Taegis MDR Catalog for Japan for information. Additional Service Units can be purchased at any time during the Services Term.

In addition, MDR Plus customers are entitled to one (1) Taegis XDR Health Check engagement for each 12-month period during the Services Term. The scope of this Health Check is one (1) Taegis XDR tenant (additional Taegis XDR tenants can be added to scope by using additional Service Units). The Taegis XDR Health Check is a point-in-time evaluation of how Customer is leveraging the Sophos Taegis platform and how automated processes, custom rules, reporting, and technology integrations are benefitting the Customer's security posture. The XDR Health Check must be requested by Customer and scheduled at least four (4) weeks in advance of the requested performance date. The Customer's Success Manager will assist in scheduling the XDR Health Check. For complete information about the Taegis XDR Health Check engagement please visit https://docs.ctpx.secureworks.com/proserv/health_check/.

Note: The utilization of Emergency Incident Response via Service Units cannot be applied to matters requiring privileged engagements with Customer's legal counsel or involvement with cyber insurance carriers. For these types of matters, please contact Security Analysis via chat to start an Incident Response engagement.

Threat Detection and Investigations

Sophos will review and investigate Threats detected within XDR. Threats requiring further analysis as determined by Sophos will result in creation of an Investigation within XDR. Sophos will notify Customer through XDR, email, or supported integrations after enough evidence is collected and a Threat is deemed malicious, or if Sophos requires further input from Customer to proceed with the Investigation.

Sophos makes routine updates and changes to Taegis to proactively improve the services and Taegis experience for all customers; therefore, Customer may see customized suppression rules, event filter modifications, and alert tuning within XDR that is designed to minimize low-value alerts and focus time on high-value alerts.

Note for Customers with more than one XDR tenant (i.e., Additional Managed Tenant): Threats will be monitored, and investigations will be created separately for each of Customer's XDR tenants. Threat detection and investigations will not be performed across multiple tenants together.

Response

Sophos will perform supported Threat response actions within Taegis™ XDR on behalf of Customer, after receiving written authorization from Customer, which may come in the form of Proactive Response as described below. The most current list of supported actions can be provided to Customer upon request. For some supported actions, Customer may optionally authorize Sophos to perform proactive response actions (also known as pre-authorized containment actions) using Customer-created playbooks within Taegis™ XDR. Customers enabled with Proactive Response, see https://docs.ctpx.secureworks.com/mxdr/connectors_proactive_response/ for information.

Note for customers with more than one XDR tenant (i.e., Additional Managed Tenant): Threat response actions will be performed separately for each of Customer's XDR tenants. Threat response actions will not be performed across multiple tenants together.

If malicious activity is observable within Taegis and has been confirmed by Sophos as an active threat, then Sophos will take additional response actions – referred to as Unlimited Response. Activity related to Customer-authorized penetration, vulnerability, or technical testing does not qualify for Unlimited Response. All of the following criteria must be met when Sophos is determining whether Unlimited Response is required:

- Observed activity in Customer's environment, which is occurring on active reporting assets in scope for Customer's Sophos MDR Plus subscription, is indicative of human adversary presence (e.g., evidence of successful lateral movement, data exfiltration, credential access, privilege escalation)
- Adversary activity or Security Incident originates from an Investigation created by Sophos
- Systems related to the Threat are actively sending telemetry to Taegis through a supported integration for at least the past seven (7) days prior to malicious activity occurring

Unlimited Response includes only the following activities:
- Endpoint analysis for telemetry that located within Taegis
- Network analysis from network sensors that are integrated with Taegis
- Malicious code analysis for malware discovered as a result of a Sophos response engagement
- Log analysis for data collected from supported integrations available within Taegis
- Triage data for endpoints actively sending telemetry data to Taegis
- Response actions supported within Taegis (https://docs.ctpx.secureworks.com/mxdr/connectors_proactive_response/)

Note: The utilization of unlimited response cannot be applied to matters requiring privileged engagements with Customer's legal counsel or involvement with cyber insurance carriers. For these types of matters, please contact Security Analysis via chat to start an Incident Response engagement.

Secureworks will provide Customer with written updates on Security Incident status, including information about activities performed and any notable findings. Findings will be communicated with Customer upon discovery. Upon completion of activities for Unlimited Response, Sophos will send to Customer an Investigation report containing Investigation details and recommendations. This report is delivered to Customer within the Investigation in XDR, and upon delivery of the report, the Investigation is considered closed. During the Unlimited Response process, if correspondence from Customer is requested by Secureworks and no correspondence is provided within 72 hours, the Case will also be considered closed. If Customer makes multiple requests for Unlimited Response due to activity with the same root cause, then Customer must implement Sophos-recommended security posture changes to continue qualifying for Unlimited Response.

Threat Hunting

Sophos will conduct Threat Hunting through XDR from supported integrations. Sophos will inspect collected Customer telemetry to detect activity such as threat actors (through their tactics, techniques, and procedures – "**TTPs**"); anomalous user activity, network communications, and application usage; and persistence mechanisms. In addition, Sophos conducts Threat Hunting weekly across customers' information technology ("**IT**") environments for relevant indicators of compromise and tactics collected from current incident response engagements. Threats detected as part of Threat Hunting will result in creation of an Investigation and Customer notification through XDR, email, or supported integrations.

Note to customers with more than one XDR tenant (i.e., Additional Managed Tenant): Threat Hunting will be conducted separately for each of Customer's XDR tenants weekly.

Technical Account Manager

Customer will be assigned a named Technical Account Manager ("TAM") to provide Taegis technical expertise and personalized guidance. The TAM will perform the following responsibilities:

- Review all logged support requests to facilitate timely, high-quality handling, and resolution
- Offer Taegis tips, best practices, guidance, and technical expertise
- Conduct quarterly account reviews
- Partner with Customer to understand specific business and security needs and maximize the benefits from the Taegis solution

- Provide advanced notification of product enhancements, updates, upgrades, and advisories
- Provide expert technical advice, assisting you in determining the correct Taegis configuration to meet the needs of your organization and the evolving threat landscape.

Custom Use Case Development

Customer may request assistance from Sophos in building custom use cases within Taegis XDR. A Customer will contact their TAM to begin the development process. The Taegis XDR features included, as needed, in custom use case development are:

- Custom Detection Rules

- Advanced Search Queries

- Suppression Rules

- Tuning Rules

- Automatic Cases

- Automated Actions

- Response and Notification Playbooks

- Scheduled Reports

- Custom Widgets and Dashboards

- Notification Criteria and Escalation Policies

The following XDR features are out of scope for this component of the service, however Taegis Professional Services can be engaged to scope and perform work on these components:

- Custom Automation Connectors/Playbooks

- Custom Data Source Parser

- Requests requiring enhancement to or development of new features within the Taegis platform

The custom use case development process includes triaging the Customer's initial request, clarifying/seeking additional information from the Customer for the request, configuring the above Taegis XDR features to accommodate the request, testing the configurations (if possible), and performing a maximum of one (1) revision of the configuration based on Customer feedback. After this process, the custom use case will be enabled for the Customer upon request.

If Customer desires any change to a previously created custom use case, a request for updating the use case must be made by Customer. Alternatively, Customers may make any changes to custom use cases on their own through the Taegis XDR interface.

MDR Plus Customers may make up to four (4) requests for new or updated custom use cases each month.

Note to customers with more than one XDR tenant (i.e., Additional Managed Tenant): A custom use case development request may include multiple tenants assuming the configuration of the use case is the same across all tenants. If adjustments need to be made for some or all of the additional tenants, a separate custom use case development request must be opened for each tenant with a different configuration.

Sophos Threat Intelligence

XDR is powered by Sophos Threat Intelligence. Customer network and endpoint telemetry is continually compared against network, endpoint, and behavioral indicators to identify Threats within Customer's IT environment.

Continuous Improvements

Sophos will recommend continuous improvements to Customer's security posture. For MDR Plus customers, Sophos will provide quarterly threat trends, program goals, notable activity in XDR, and provide recommendations for improvement. On an ad-hoc basis, Sophos, in its sole discretion, may engage additional Sophos experts to provide the support outlined in this section.

Note to customers with more than one XDR tenant (i.e., Additional Managed Tenant): Customer will receive unified reports and recommendations at the Customer level rather than a specific tenant-level review. However, notable activity in XDR including alerts, investigations, and threat hunts will be provided for each of Customer's XDR tenants.

Service Phases

There are two primary phases for delivering the Service: **Onboarding** and **Steady State**.

Onboarding

Prior to onboarding and deployment, Sophos will activate Customer's Service by provisioning access to Customer's instance of XDR, which will also provide Customer with access to: 1) online documentation; and 2) instructions to access and deploy the Taegis/Red Cloak Endpoint Agent.

Customer is responsible for deployment of the Taegis/Red Cloak Endpoint Agent or other supported third-party Endpoint Agent, as well as the Taegis™ XDR Collector in Customer's environment. Instructions for downloading the XDR Collector are located in the online documentation. Sophos will assist Customer remotely through teleconference with questions during this process, as needed.

While Sophos considers onboarding complete and the Security Investigation service level set forth below to apply when Customer has deployed at least 40% of its Licensed Volume (e.g., deployed compatible Endpoint Agents to endpoints) **and** Customer has acknowledged completion of the training videos within parts one and four of the MDR Onboarding Overview (https://docs.ctpx.secureworks.com/training/mxdr_onboarding/introduction/), Sophos highly recommends that Customer completely deploy the Taegis/Red Cloak Endpoint Agent (or other compatible Endpoint Agent) on all endpoints—up to Customer's Licensed Volume—to maximize the effectiveness of the MDR Plus service. Until completely deployed, Customer understands, agrees, and accepts the risk that the MDR Plus service will have reduced capabilities for Customer's environment. See the MDR Onboarding Guide (https://docs.ctpx.secureworks.com/mdr/onboarding/) for more details on these limitations.

Note to Customers with more than one XDR tenant (i.e., Additional Managed Tenant): Sophos will provision access to each instance of Customer's XDR tenants. Customer is responsible for deploying Endpoint Agents and data collectors for each of Customer's XDR tenants. To reach Steady State for each tenant, at least 40% of the allocated Licensed Volume for that tenant must be deployed **and** Customer representative **for each tenant** must acknowledge completion of the training videos within parts one and four of the MDR Onboarding Overview (https://docs.ctpx.secureworks.com/training/mxdr_onboarding/introduction/). During onboarding, Sophos will work with Customer to determine and document the initial allocation of Licensed Volume for each tenant. After Steady State is reached, Customer has the flexibility to re-allocate the total amount of Endpoint Agents (according to Customer's Licensed Volume) across each of Customer's XDR tenants at their discretion. Sophos strongly recommends "Enablement Plus" to support the complexity and project management required to onboard more than one tenant.

Steady State

Steady State monitoring for Customer's environment commences when Customer deployed at least 40% of its Licensed Volume (i.e., deployed compatible Endpoint Agents to endpoints) **and** Customer has acknowledged completion of the training videos within parts one and four of the MDR Onboarding Overview (https://docs.ctpx.secureworks.com/training/mxdr_onboarding/introduction/).

Phase	Activities

Onboarding	***Timing: From XDR activation until Steady State begins***
	
	• Collect details about Customer including the following:
	   o IT environment
	   o Endpoint Agents deployed
	   o XDR integrations
	   o Primary points of contact and other users
	   o Physical locations
	   o Critical assets (endpoints) and high-value targets
	• Customer completes the training videos within parts one and four of the MDR Onboarding Overview (https://docs.ctpx.secureworks.com/training/mxdr_onboarding/introduction/)

Initial Baseline Meeting	***Timing: Approximately four (4) weeks after Steady State monitoring begins*** • Define shared program goals to establish a plan for continuous improvement • Review and discuss Customer profile responses to understand Customer's IT environment, security controls, and any other relevant context • Provide guidance on current detection mechanisms in XDR and how they can be applied to Customer • Review notable Alerts, Investigations, and Threat Hunts created for Customer
Quarterly Updates	***Timing: Quarterly after the baseline meeting is conducted*** • Review and evaluate program goals and plan • Review current topics in the threat landscape • Review Investigations and Alert trends • Provide security posture guidance

Customer Obligations

Customer is required to perform the obligations listed below and acknowledges and agrees that the ability of Sophos to perform its obligations hereunder, including meeting the Service Level Agreements ("**SLAs**") listed further below, are dependent on Customer's compliance with these obligations. Noncompliance with Customer obligations relative to this Service may result in limitations and reduced service capabilities, suspension of managed components of the Service and/or SLAs, or a transition to monitor-only components of the Service.

Note to Customers with more than one XDR tenant (i.e., Additional Managed Tenant): The Customer Obligations listed below are required and applicable to **each** of Customer's XDR tenants.

Customer will do the following:

• Ensure that Customer's IT environment has a compatible Endpoint Agent installed on each endpoint that will be licensed for the Service

• Deploy a compatible Endpoint Agent on each endpoint (as explained above, once at least 40% of Licensed Volume is deployed, the transition to Steady State can begin)

• Obtain licenses and/or support for third-party Endpoint Agents from authorized sources

• Ensure availability of sufficient network bandwidth and access to perform the Service

- Perform ongoing monitoring of active integrations and Customer's associated health to ensure the Service is operating optimally

- Provide appropriate access to Sophos for integrations as required by XDR

- Ensure its security controls are operating on versions supported by Sophos integrations

- Manage credentials and permissions for integrations with XDR

- Ensure list of Customer's authorized contacts remains current, including permissions and associated information

- Provide information and assistance (e.g., files, logs, IT environment context) promptly during Investigations that Sophos conducts for Threats against Customer

- Schedule reports and conduct ad-hoc reporting within XDR

- Ensure internal support for creation and management of custom rules (i.e., custom alert detection and analysis) as these will vary from customer to customer and will not be supported by Sophos

Service Level Agreements ("SLAs")

The ability of Sophos to perform an Investigation and decide whether a Threat is malicious is dependent on a compatible Endpoint Agent being installed on a licensed endpoint in Customer's IT environment. The service levels below apply to endpoints that are licensed as part of the Service and are actively communicating with the Sophos infrastructure.

Note: The only type of Investigation for which Sophos provides an SLA is the Security Investigation; no SLA is provided for any other type of Investigation.

Service Level	Definition	Measure	Target	Credit
Security Investigation	Sophos will monitor XDR for Threats. When malicious activity is detected, Sophos will perform an Investigation, provide an analysis, and notify Customer. Sophos will notify Customer electronically which may include using XDR, email, or supported integrations. Subsequent related activity identified as part of the ongoing Investigation or monitoring will be appended to an existing Investigation.	Time from Investigation-created timestamp to Customer-notified timestamp as measured by Sophos	Less than 60 minutes	1/100th of the monthly Service fee if difference between the timestamps is 60-240 minutes 1/30th of the monthly Service fee if difference between the timestamps is greater than 240 minutes Maximum of one credit will be given per calendar day (based on US Eastern time zone)

Service Level	Definition	Credit
Unlimited Response	Urgent requests for Unlimited Response submitted through the IR Hotline, the XDR in-application chat, or the ticketing system within XDR will be acknowledged by the Sophos team within four (4) hours.	1/100th of the monthly Service fee for each calendar day (based on US Eastern time zone) that the SLA is not met

1.1 Warranty Exclusion

While this Service is intended to reduce risk, it is impossible to completely eliminate risk, and therefore Sophos makes no guarantee that intrusion, compromises, or any other unauthorized activity will not occur on Customer's network.

Additional Information

Billing for the Service begins at the same time as billing for XDR, which occurs when the login credentials for XDR are sent to Customer through email. Contact account manager or refer to the official terms as stated on Customer's Agreementfrom purchase for the most up-to-date details.

See the documentation within XDR (https://docs.ctpx.secureworks.com/) for information about compatible browsers, integrations, detectors, dashboards, and training. Other information is also available, including release notes.

Glossary

Term	Description
Additional Managed Tenant	An add-on service for MDR Plus that provides Customer with more than one XDR tenant.
Alert	Prioritized occurrences of suspicious or malicious behavior detected by a detector within XDR.
Endpoint Agent	An application installed on an endpoint that is used to gather and send information about activities and operating system details of the endpoint to XDR for analysis and detection of Threats. Use this link to access the list of Endpoint Agents that are compatible with XDR: https://docs.ctpx.secureworks.com/at_a_glance/#endpoints.
Integration	Application Programming Interface ("**API**") calls or other software scripts for conducting the agreed-upon Services for the connected technology.
Investigation	A central location within XDR that is used to collect evidence, analysis, and recommendations related to a Threat that may be targeting an asset in a Customer's IT environment. Investigations are categorized into types, such as Security and Incident Response.
Security Analyst	A Sophos security expert who analyzes alerts deemed High and Critical for customers, and creates and escalates Investigations. *Note:* A Security Analyst may also be referred to as a MDR analyst or an MXDR analyst across other Sophos documentation.
Security Incident	An XDR-generated circumstance in which a compromise or suspected compromise has occurred involving a Customer's environment.
Security Investigation	A type of Investigation that is conducted for a Critical or High alert or event in XDR after a Security Analyst completes preliminary investigative procedures to determine whether a Threat is valid.
Service Level Agreements ("**SLAs**")	A binding agreement to meet defined Service delivery standards.
Services Term	Period of time identified in the Transaction Document during which Services will be delivered to Customer.
Threat	Any activity identified by XDR that may cause harm to an asset in a Customer's IT environment.
Threat Hunter	A designated Sophos security expert focused on Threat Hunting.
Threat Hunting	To proactively and iteratively discover current or historical threats that evade existing security mechanisms and to use that information to develop future countermeasures and increase cyber resilience.