



# aztech

Terms & Conditions

MDR | Microsoft Defender

Public

**MDR MANAGED DETECTION RESPONSE MS DEFENDER 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 backup services and related additional services.
- B. The Supplier and the Customer have agreed that the Supplier will provide MDR services to the Customer, in accordance with the terms and conditions of this agreement.

**Executed as an agreement**

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

SCHEDULE

**1. Supplier: Contact details**

Physical Address:	Libra House, Sunrise Parkway, Linford Wood Business Park Milton Keynes MK14 6PH
Postal Address:	As Above
Email:	<a href="mailto:info@aztechit.co.uk">info@aztechit.co.uk</a>
Attention:	Commercial Director

**2. Customer: Contact details**

Physical Address:	As per the service order form
Postal Address:	As per the service order form
Email:	As per the named contact on the approved service order form
Attention:	As per the named contact on the approved service order form

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 Microsoft Defender to The Client.

1. **Service Description:**

The Supplier will provide Managed Detection and Response (MDR) services utilizing Microsoft Defender, offering 24/7/365 monitoring, detection, and response to cyber threats.

1.2. These services aim to proactively monitor for and address cyber threats, ensuring the integrity and security of The Client's IT environment

2. **In-Scope Services:**

Continuous monitoring, threat detection, incident response, regular updates, and maintenance of MDR services.

2.1. Continuous monitoring of The Client's IT environment for cyber threats.

2.2. Analysis and identification of potential threats and vulnerabilities.

2.3. Immediate response to verified threats, including containment and mitigation.

2.4. Regular updates and upgrades to the MDR services and associated software.

3. **Out-of-Scope Services:**

Excludes resolution of non-MDR related issues, on-site support unless specified, and services beyond the approved quote.

3.1. Resolution of security issues not directly related to the MDR services.

3.2. On-site support unless specifically included in the approved quote or service order form.

3.3. Any services not explicitly mentioned in the approved quote or service order form.

4. **Supplier's Obligations:**

4.1. The Supplier will monitor The Client's IT environment using Microsoft Defender, addressing threats proactively.

4.2. Not all detected threats will be communicated to The Client, especially if they are deemed false positives.

4.3. The Supplier will only deploy MDR software on approved or known devices. New devices introduced by The Client requiring MDR protection must be communicated to The Supplier.

5. **Client's Obligations:**

5.1. The Client must notify The Supplier of any new devices that require MDR protection.

5.2. If The Client identifies a potential cyber threat, they should promptly notify The Supplier via designated contact points.

5.3. The Client is responsible for providing accurate information about their IT environment to facilitate effective MDR service delivery.

6. **Setup Services:**
  - 6.1. Setup services for the MDR solution may be included in the monthly service fee or listed as additional services in the approved quote.
  - 6.2. The Supplier will provide detailed information on the setup process and any associated costs in the approved quote or service order form.
  
7. **Microsoft Terms:**

The Client must comply with Microsoft's terms for using Microsoft Defender as part of the MDR services.
  
8. **Term and Termination:**
  - 8.1. Initial Term: Commences as per the approved quote and continues for the stated period.
  - 8.2. Renewal Term: Automatically renews unless a 90-day prior termination notice is given.
  
9. **Notice of Termination:** If The Client wishes to terminate this Schedule at the end of the initial term or any renewal term, the client must provide The Supplier with at least 90 days written notice prior to the renewal date.

**10. Limitation of Liability:**

The Supplier is not liable for breaches if not found negligent, despite their proactive MDR efforts. While The Supplier endeavours to ensure that The Client is protected against cyber-attacks through the MDR service, it does not guarantee that The Client will never be breached. 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.

**11. Confidentiality and Governing Law:**

Adherence to confidentiality obligations and the governing law of the United Kingdom.

**12. Entire Agreement:**

This Schedule, the Master Agreement, and referenced documents constitute the complete MDR service agreement.

**13. Payment:**

12.1. MDR services will be billed based on the number of users or devices per month as detailed in the approved quote, aligning with Microsoft's New Commerce Experience (NCE) terms.

12.2. The Client commits to a minimum quantity of units, with the flexibility to increase but not decrease this number until the renewal term.

12.3. Billing will occur monthly for the active licenses at month-end, with a 30-day net payment term from the invoice date.

**14. Additional Services:**

Any services beyond the agreed scope will be charged at £125.00 per hour, constituting the standard hourly rate.

**15. Price Increase:**

14.1. Should Microsoft increase prices, The Supplier will adjust the MDR service charges accordingly.

14.2. The Supplier may raise other prices with six weeks' written notice to The Client, limiting increases to once per 12 months and not exceeding 5%.