



STATEMENT OF WORK FOR SILVERSKY MANAGED INCIDENT RESPONSE SERVICES

Capitalized terms not defined in this Attachment will have the meanings set forth in the MSA.

1. **“Services”** will mean SilverSky services including SilverSky Managed Incident Response Services “SilverSky MIR Services”, as further defined in Appendix 1 attached hereto and incorporated herein by reference. The SilverSky MIR Service is provided in conjunction with your existing SilverSky Lightning MDR Service to reduce the time to detect, respond and recover from cyber incidents. The Statement of Work for SilverSky Lightning MDR Services is incorporated by reference. All terms, conditions, definitions, and descriptions from the Statement of Work for SilverSky Lightning MDR Services apply to the SilverSky Managed Incident Response Services unless otherwise noted herein. The two services together combine the key elements of incident response preparation, detection and analysis, containment and eradication and post incident recovery into one solution. Incident Response Services are provided through SilverSky’s partnership with S-RM, a global incident response firm. S-RM can be engaged via a start block of six (6) hours or via pre-negotiated incident response hourly rate of \$375/hour, as noted in Appendix 1. The **“Launch Date”** of SilverSky MIR Services under this Attachment will mean the date on which the SilverSky MIR Services or any part of the services provided under the terms of this Attachment are first made available to you or 45 days from the Effective Date, whichever date is earlier.
2. **Customer Responsibilities.** During performance of the SilverSky MIR Services, you agree to perform the following obligations and acknowledge and agree that SilverSky’s ability to perform its obligations, and its liability under the SLAs below, are dependent upon your compliance with the following:
 - I. You will provide:
 - A. A Project Liaison. You will designate an authorized representative to authorize completion of key project phases, assign resources and serve as project liaison.
 - B. Access. You will ensure SilverSky and S-RM staff have access to key personnel and data requested.
 - C. Resources. You will furnish SilverSky with your relevant personnel, facilities, resources, and information and perform tasks promptly.
 - D. Cooperation. You will ensure your employees and contractors cooperate fully with SilverSky and S-RM and in a timely manner.
 - E. Documentation. You will deliver, in a timely fashion, all documentation we request including your security policies, network diagrams, server listings, and procedures, as applicable.
 - II. In the event of a suspected incident, your responsibilities include:
 - A. Declaration of the event into a formal incident and engagement of the incident response process. You will ensure your employees and contractors cooperate fully with SilverSky and S-RM and in a timely manner.
 - B. Support the incident response process and provide any support, approvals and decisions needed within the incident response process.

You acknowledge that your fulfillment of these responsibilities is essential to our ability to perform the SilverSky MIR Services in a timely manner.

3. **SilverSky Deliverables.** During performance of the SilverSky MIR Services, SilverSky will:
 - I. Assign you a dedicated Cyber Security Advisor (CSA) who will:
 - A. Hold regular meetings with you to baseline your cyber posture, assess your attack surface, provide strategic recommendations to identify areas for risk mitigation and cyber posture improvements.
 - B. Be your main point of contact for any compliance and security guidance.
 - C. Assess the current state of your security program and provide strategic recommendations to strengthen your cyber posture.
 - D. Assist you in developing a new Incident Response Plan or in making improvements to your existing plan.
 - E. Meet with you (up to 5 hours annually) to perform a refresh and update to the incident response plan.
 - F. Implement updates to the Incident Response Plan due to results of tabletop sessions and declared incidents (up to 4 hours annually).
 - II. Work jointly with S-RM and your Cyber Incident Response Team to establish standard process flows around detection, investigation, perform temporary containment, incident escalation, response, forensic and resumption processes.
 - III. Provide ongoing Incident Response Tabletop Exercises delivered through remote webinar testing sessions throughout the year. *Note: SilverSky Professional Services can assist with updates to your Cyber Incident Response Team documentation through a separate Statement of Work.*
 - IV. In the event of a suspected incident, we will
 - A. Work with you to analyze the results of the event.



- B. Provide you the information needed to determine if you would like to officially declare an incident and trigger the need for incident response.
- C. Work with you to utilize available technologies in place to provide temporary containment of the event.

S-RM is responsible to:

- I. Provide incident response support either via the initial six (6) hours included in retainer block or via the pre-negotiated incident response hourly rate of \$375/hour, as noted in Appendix 1.
- II. Provide a plan for full remediation and response services.
- III. Engage with you for additional hours of incident response work over and above the initial six (6) hour block at the pre-defined rate of \$375 per hour.
- IV. Help maintain the portion of your incident response plan that aligns with the MIR Services. (*Note: This does not include maintaining a full incident response plan but to the portions of that incident response plan aligning to the MIR Services.*)

4. Key Assumptions

- I. We will provide the MIR Services noted here via remote support.
- II. You will provide us with reasonably requested information such as any existing Incident Response plans, incident response policies and procedures and any other related documentation prior to service kickoff call.
- III. You will review your existing cyber insurance policy and any future renewals to validate that SilverSky and S-RM are able to provide incident response services.
- IV. You will provide access to personnel who understand your security policies, regulations, and requirements; such personnel will participate in the service kickoff call with our resources
- V. You will evaluate our deliverables and immediately notify us of any perceived problems or issues with our obligations.
- VI. We will immediately notify you of any perceived problems or issues regarding your obligations.
- VII. The following items are out of scope for this Service:
 - A. Any activity not explicitly included in this SOW is considered out of scope.
 - B. In the event you request additional services, such services will be the subject of a change request.
 - C. Full Incident Response Plan development outside of the elements outlined in this Service.
 - D. Any additional managed services outside the scope of this Service.
 - E. Onsite travel for participation in incident response activities.
 - F. Additional Incident Response hours outside of the initial 6 hours in this Service.

5. Performance Evaluation. You authorize us to evaluate service upgrades and changes on an annual basis at each of your locations which utilize the SilverSky MIR Services. In the event such evaluations identify ways to improve performance or service at no additional cost to you, you authorize us to implement them.

6. Equipment (if applicable). Equipment provided to you by us ("**SilverSky Equipment**") is for your use only during the Term of this Attachment. We will service the SilverSky Equipment in accordance with our service policies. You agree to (i) use SilverSky Equipment only for the purpose of receiving the Services outlined herein; (ii) prevent any connections to SilverSky Equipment not expressly authorized by us; (iii) prevent tampering, alteration, or repair of SilverSky Equipment by any persons other than us or our authorized personnel; and (iv) assume complete responsibility for improper use, damage to or loss of such SilverSky Equipment regardless of cause. You will pay us for any damaged or unrecoverable SilverSky Equipment. You authorize us and our authorized agents, contractors, representatives, and vendors to enter your premises, with reasonable notice, during normal business hours (or as otherwise authorized by you), to install, maintain, repair and/or remove any SilverSky Equipment. You must return SilverSky Equipment, at your expense, within 14 days after this Attachment terminates or expires. SilverSky Equipment must be returned in the same condition in which it was provided to you, except for normal wear and tear. If you fail to do so, billing for SilverSky MIR Services will resume and continue until all SilverSky Equipment is returned.

7. Term and Termination. This Attachment will be in effect during the Initial Term set forth in Appendix 1 and will thereafter automatically renew for a period equal to the Initial Term as provided in Appendix 1. The fee schedule listed in Appendix 1 will be subject to annual pricing adjustments however, such pricing adjustments may not exceed 5%, on an annualized basis, during the Initial Term. Intention not to renew must be provided at least 60 days prior to the beginning of the renewal term. The sections related to Payment Terms, Limitation of Liability, Warranties, Indemnity, Confidentiality and Intellectual Property from the General Terms and Conditions, as provided in the referenced General Terms and Conditions document, will survive the expiration or termination of this Attachment for any reason. Within 10 days after the expiration or termination of this Attachment for any reason, you must pay all undisputed fees accrued and unpaid at the time of termination, and the cancellation fee if applicable.

8. Additional Disclaimers. We do not guarantee a continuous, uninterrupted, virus-free, malware-free, intrusion-free, or continuously secure Customer network or network environment, and we are not liable if you or your end users are unable to access your network



at any specific time. Additionally, we do not guarantee that we will be able to replace any of your information, content, or other data that may be lost, damaged, or stolen resulting from use of the Services.



SERVICE LEVEL AGREEMENT FOR

SILVERSKY MIR SERVICES

The SilverSky MIR Services are offered jointly with the SilverSky Lightning MDR Services. The definitions, terms and conditions outlined on the SilverSky Lightning MDR Services Statement of Work and Service Level Agreement also apply to these Service Level Agreement the SilverSky MIR Services.

In the event we fail to meet the levels defined in Service Level Agreement for a minimum of two (2) consecutive months, you must notify us in writing of any violations and allow us thirty (30) days from notification to cure the breach. If still unresolved, you may immediately terminate the Service giving rise to such breach without additional notification or incurring early termination fees within thirty (30) days of our failure to cure.

1. **HOURS OF OPERATION.** We maintain Security Operations, Network Operations, and Technical Support departments on a 24 x 7 x 365 basis. You may reach an individual in each of these departments by calling the appropriate support service.
2. **RESPONSE TIME.** We commit to certain incident response times. These commitments are subject to your providing us accurate and current contact information for your designated points of contact. Our failure to respond in accordance with the parameters defined herein will entitle you to receive, as your sole remedy and our sole obligation, credits described below, *provided however*, that you may obtain no more than one credit per day, regardless of how often in that day we failed to meet these parameters.
 - I. **Security and Network Operations Events.** We classify all events as high, medium, or low level. We will identify or begin analysis of high-level events within fifteen (15) minutes, medium level events within one (1) hour, and low-level events within twenty-four (24) hours of occurrence. Failure to respond in accordance with these guidelines will entitle you to a one-day Tier 1 credit for high level events or one-day Tier 2 credit for medium and low-level events.
 - II. **Change Requests.** We will make commercially reasonable efforts to begin implementation of changes you request to your service or equipment within twenty-four (24) hours of receipt of the appropriate change control form, requested changes will normally be implemented during Customer's non-business hours. Failure to respond in accordance with these guidelines will entitle you to a one-day Tier 2 credit.
3. **SILVERSKY MIR SERVICES AVAILABILITY GUARANTEE.** Our commitment is to have the SilverSky MIR Services available 99.5% of the time and as set forth below. At your request, we will calculate the number of minutes the SilverSky MIR Services were not available to you in a calendar month ("**Service Unavailability**"). Service Unavailability will not include unavailability continuing for an hour or less or any unavailability that you fail to report to us within five (5) days. Failure to meet the service level described in this Section will entitle you to receive a Tier 1 credit.
4. **MAINTENANCE.** We reserve the following weekly maintenance windows during which you may experience periodic service outages:
 - I. Tuesday and Thursday (12 AM – 2 AM ET)
 - II. Saturday (12 AM – 5 AM ET)
 - III. In the event we must perform maintenance during a time other than the service windows provided above, we will provide notification prior to performing the maintenance.
5. **CREDIT REQUEST AND PAYMENT PROCEDURES.** For failures to meet service levels herein in a calendar month, you will be entitled to receive a credit as specified below:
 - I. **Tier 1.** Equal to twice the prorated portion of the monthly fee for the affected service; or
 - II. **Tier 2.** Equal to the prorated portion of the monthly fee for the affected service; *provided however* that a breach of this SLA due to Exceptions described below will not qualify for such credits.
 - III. To receive a credit under this SLA, you must be current with your payments at the time Service Unavailability occurred. In addition, all credit requests must be submitted in writing, either through our ticketing system, via email or fax, or by certified U.S. mail, postage prepaid. You must submit each request for credit within seven (7) days of the occurrence giving rise to the credit claim. The total credit amount we will pay to you in any calendar month will not exceed, in the aggregate, half of the total fees invoiced to you for the MIR Services for which a claim is made in the applicable month. (Credits are exclusive of any applicable taxes charged to you or collected by us.)
6. **EXCEPTIONS.** You will not receive any credits under this SLA in connection with any failure or deficiency of the SilverSky MIR Services or a failure to meet service level caused by or associated with any of the following:
 - I. Maintenance, as defined above;
 - II. Fiber cuts or other such issues related to telephone company circuits or local ISP outside of our control;
 - III. Your applications, equipment, or facilities;



- IV. You or any of your end-user' acts or omissions;
 - V. Reasons of Force Majeure as defined in the MSA;
 - VI. Any act or omission on the part of any third party, not reasonably within our control;
 - VII. First month of service for the specific MIR s for which a credit is claimed;
 - VIII. DNS issues outside our direct control;
 - IX. Broadband connectivity.
7. **FAIR USAGE THRESHOLD FOR SILVERSKY MIR SERVICES:** When applicable, SilverSky maintains a fair usage policy to ensure the availability and sustainability of the SilverSky MIR Services. Failure to adhere to the fair usage policy will result first in a notification to you and then, if you fail to take remedial action, suspension of this SLA until such time as the usage level associated with the corresponding data sources falls below a reasonable, standard threshold.



APPENDICES

Appendix I: Services and Rate Schedule

1. **Initial Term:** Commences on the Effective Date and expires on the 12/24/36-month anniversary of the Operational Service Date. The “Operational Service Date” means the date all of the Services listed in the fee schedule below are deployed or 45 days from the Effective Date, whichever date is earlier.
2. **Fees:** You agree to pay the fees stated below. SilverSky’s standard billing terms call for annual billing; as such, you will be billed for the first full year of service as of the Operational Service Date and any additional years included within the term of this agreement will be billed at each respective anniversary date of the Operational Service Date.
3. **Bundled Services (if applicable):** N/A
4. **Installation Fees:** Any applicable pre-deployment installation and set-up fees that we invoice prior to the Launch Date must be paid in full before we will deploy Services.
5. **Renewal Term:** The Services listed below will automatically renew for a period equal to the Initial Term as listed above. The fee schedule hereon will be subject to annual pricing adjustments; however, such pricing adjustments may not exceed 5%, on an annualized basis, during the Initial Term, as listed above.
6. **Cancellation Fee:** If these Services are terminated prior to the end of the Initial Term or any renewal term, for any reason other than our material breach of the MSA, you will pay us a cancellation fee. The cancellation fee will be equal to 100% of your average monthly invoices for the six months prior to the date of termination multiplied by the number of months remaining in the then current term of this Attachment. The cancellation fee constitutes liquidated damages and is not a penalty. You acknowledge that, if the Services are cancelled prior to the completion of the Initial Term or any Renewal Term, SilverSky’s damages will be difficult or impossible to ascertain. Your obligation to pay the cancellation fee is in addition to, and not exclusive of, your obligation to pay all fees accrued and unpaid at the time of termination for any reason.
7. **Additional Services (if applicable):** You have agreed to purchase additional, complementary services/SKUs (as included in the rate sheet below). Incident Response Services are provided through SilverSky’s partnership with S-RM, a global incident response firm. S-RM can be engaged via a start block of six (6) hours or via pre-negotiated incident response hourly rate of \$375/hour. These services are governed by the terms of this MSA.

8. Rate and Fee Schedule:

		Fees			
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit MSRP</u>	<u>Unit Sell</u>	<u>Ext Sell</u>
		<i>Sub-Total for Recurring Fees</i>			

		Installation, Equipment, and One-Time Fees			
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit MSRP</u>	<u>Unit Sell</u>	<u>Ext Sell</u>
		<i>Sub-Total for Installation, Equipment and One-Time Fees</i>			
					\$

Note: Component Provisioning Commitments: We have not performed an onsite audit of your infrastructure. If different or additional hardware or software is determined during the deployment process to be necessary, we may assess additional charges so long as said charges do not materially alter Customer’s obligations under this MSA, in which case prior approval from You will be obtained.

Pricing excludes taxes and is valid until XX/XX/202x