



## STATEMENT OF WORK FOR LIGHTNING MANAGED DETECTION AND RESPONSE

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

### 1. Lightning Managed Detection and Response Service Description

We will provide the Customer with the following Lightning MDR Services:

- A. SilverSky Lightning Platform to ingest data/events from an agreed upon set of data sources including on-prem devices, endpoints, webapps, authentication gateways and cloud infrastructure. All ingested events are automatically enriched with threat intelligence data, matched against a variety of Indicators of Compromise and intelligently cross-correlated to detect anomalies across customer infrastructure.
- B. 24/7/365 coverage over all actionable incidents routed to our monitoring and detection platform; such incidents are reviewed by an Analyst on a 24/7/365 basis. Customers get full visibility in to notified and non-notified incidents.
- C. Investigation mapping within the SilverSky Lightning Platform utilizing the MITRE Attack framework.
- D. Customer will have a dedicated Account Manager and Cybersecurity Advisor. In addition, in addition you will access to our global security operations team for incident investigations, threat hunting, and real-time support. *Note:* The dedicated cybersecurity advisor only applies if recurring monthly fee associated with the contract herein is \$500 or greater.
- E. Customized Playbooks: to provide notifications to identified client contacts via agreed-upon, specified communication formats. We will provide containment and guided remediation, including the ability to potentially contain attacks at the endpoint utilizing the SilverSky deployed agent.
- F. Reporting: a set of customizable reports and report templates including, but not limited to, Executive summaries and threat and compliance reports.
- G. Platform transparency by providing customer access directly into the SilverSky Lightning Platform.
- H. Unlimited Data Ingestion<sup>1</sup>: unlimited data ingestion from agreed upon data types and sources from standard feeds. Data is retained for one year (30 days hot storage and 1 year in cold storage).
- I. Support for Microsoft Office365 telemetry; additional fees may apply for this data source.

### 2. Responsibilities

#### A. SilverSky Responsibilities

- I. Conduct a knowledge-sharing survey to collect information about the Customer's environment, including ingestion data types and sources to be monitored and processes needed to support the implementation of services.
- II. Establish a secure method of transmitting logs from the Customer network to the Lightning Platform.
- III. Provide assistance to the Customer to configure data sources chosen for ingestion.
- IV. Notify the Customer of receipt of logs and confirm proper operational integration to ensure alerting.
- V. Provide initial training and training materials for the SilverSky Lightning Platform/portal.

#### B. Customer Responsibilities

During performance of the Services Customer will:

- I. Prior to engagement commencement, assign a project management contact to serve as a primary contact through the delivery and performance of the Lightning MDR Services;
- II. Ensure complete and current contact information is provided on a timely basis;
- III. Cooperate during the deployment period, including providing to SilverSky all required information in a complete and accurate form to prevent implementation delays which may result in additional fees;
- IV. Appoint one or more authorized contacts authorized to approve and validate all requested changes;
- V. Implement change requests;
- VI. Provide all necessary information with respect to your environment;
- VII. Provide necessary hardware along with maintenance and support contracts to run log collectors within your environment;
- VIII. Send log data in an encrypted manner, or via the agreed log collection device/type;
- IX. Ensure the format and quality of the data being sent to SilverSky is sufficient for SilverSky to provide the Lightning MDR Services;
- X. Retain authority and responsibility for decisions made regarding this service implementation; and
- XI. Assume responsibility for any direct or physical remediation.

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

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<sup>1</sup> Unlimited data ingestion applies to the following agreed upon, standard data sources: Network Data (incl. from public cloud sources such as AWS, Azure, Google Cloud, and other similar hyperscale cloud services), Firewall, DNS, Active Directory, Switches, Routers, Access Points, Domain Controllers, Vulnerability Management Solutions, and Endpoint Security Tools.



### 3. Deliverables

- A. Capture device logs from the Customer's monitored devices.
- B. Perform analysis of the log data. This includes, but is not limited to, aggregation, parsing, correlation, and alerting.
- C. In cases of significant risk, SilverSky security engineers will analyze incidents following an alert by the risk notification system.
- D. Security Engineers will notify the Customer of incidents requiring a response. Instructions on threat remediation and consultation will be provided.
- E. 24/7/365 phone-based incident support for additional investigation and guidance for the Customer.
- F. Security alerts will be sent to the Customer within 10-minutes of alert creation.

### 4. Assumptions

- A. Customer will provide SilverSky with reasonably requested information upon which SilverSky can rely to be current, accurate, and complete.
- B. Customer will provide access to Customer personnel who have detailed knowledge of Customer security architecture, network architecture, computing environment, and related matters.
- C. Customer will provide access to Customer personnel who have an understanding of Customer's security policies, regulations and requirements.
- D. Customer will evaluate SilverSky deliverables and immediately notify SilverSky of any perceived problems or issues with SilverSky obligations.
- E. SilverSky will immediately notify Customer of any perceived problems or issues regarding Customer obligations.
- F. Customer is responsible for any additional costs if SilverSky is unable to perform the Service due to Customer's delay or other failure to fulfill its obligations under this Statement of Work.



## SERVICE LEVEL AGREEMENT FOR LIGHTNING MANAGED DETECTION AND RESPONSE

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The following terms and conditions apply to the service levels of the Lightning Managed Detection and Response Services provided pursuant to this Attachment, once the service tuning as a part of service deployment has been completed.

In the event we fail to meet the levels defined in this 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. 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. Service 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.

#### A. Definitions of Incident Severity:

- I. **Critical** – This category of incident may have a severe impact to your network or system and indicates a compromise. Examples of incidents that fall under this category: malware infection, backdoor or Trojan traffic, outbound DDoS, and bot net traffic.
- II. **High** – This category of incident may have a high impact on your network or system and could lead to malware infection, data leakage, and disruption of operations due to network or system down time. Examples of incidents that fall under this category: download of malicious software, leakage of file from internal network, DoS or DDoS, P2P traffic (torrent), cloud storage traffic, and exploit launching.
- III. **Medium** – This category of incident has a medium level of impact on your network or system and could lead to unnecessary leakage of information or exposure of vulnerabilities. Examples of incidents that fall under this category: port scans, vulnerability scans, social media traffic, unusual network traffic, and multiple failed logins.
- IV. **Low** – This category of incident shows little impact on the Customer. This is mostly informational alerts to inform the Customer. Examples of incidents that fall under this category: login or logout notifications, failed login notifications, application or system update notification, and application or system error message.
- V. **Informational** – This category of incident shows no impact to the Customer. This is only informational alerts to track activity. Examples of incidents that fall under this category: false positives, approved scanning vendors, and test alerts.

The severity level of each incident is determined by the SilverSky based on the nature of the incident identified. Customer may indicate to us that an identified incident is of a lower priority if you are not vulnerable to such attack.

#### B. Incident Severity Response Times

- I. **Critical/High Alerts** - Response within 10 minutes upon identification of incident and a Tier 1 credit if missed; Tier 1 credit is defined in Section 5 below.
- II. **Medium/Low Alerts** - Response within 24 hours upon identification of incident and a Tier 2 credit if missed; Tier 2 credit is defined in Section 5 below.

### 3. Service Availability Guarantee:

Our commitment is to have the Managed Detection and Response Services, including the Lightning Platform and its interface, available 99.5% of the time and as set forth below. At your request, we will calculate the number of minutes the Service(s) was not available to you in a calendar month ("Service Unavailability"). 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:

- A. Tuesday and Thursday (12 AM – 2 AM ET)
- B. Saturday (12 AM – 5 AM ET)

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:

If we fail to meet service levels herein in a calendar month, you will be entitled to receive a credit as specified below:

- A. **Tier 1.** Equal to twice the prorated portion of the monthly fee for the affected service, or
- B. **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.

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. 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 Lightning Managed Detection and Response 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 Lightning Managed Detection and Response Services or a failure to meet service level caused by or associated with any of the following:

- A. Maintenance, as defined above;
- B. Fiber cuts or other such issues related to telephone company circuits or local ISP outside of our control;
- C. Your applications, equipment, or facilities;
- D. You or any of your end-user' acts or omissions;
- E. Reasons of Force Majeure as defined in the Terms and Conditions associated with this MSA;
- F. Any act or omission on the part of any third party, not reasonably within our control;
- G. First month of service for the specific Managed Detection and Response Services for which a credit is claimed;
- H. DNS issues outside our direct control;
- I. Broadband connectivity.

#### 7. Performance Evaluation:

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

#### 8. Fair Usage Threshold for Data Ingestion<sup>2</sup>:

SilverSky maintains a fair usage policy to ensure the availability and sustainability of the Service. 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.

#### 9. Equipment:

When 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 Lightning Managed Detection and Response Services; (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 and/or to perform the Lightning Managed Detection and Response Services. 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 Lightning Managed

<sup>2</sup> FUT to be calculated based upon the agreed upon data sources to be ingested and listed as per Footnote 1 above.



Detection and Response Services will resume and continue until all SilverSky Equipment is returned. Equipment for Lightning Managed Detection and Response Services delivered through us is maintained in a lockdown configuration that does not allow customer administrative access.

**10. Term and Termination:**

This Attachment will be in effect during the Initial Term set forth in Order Form and will thereafter automatically renew for a period equal to the Initial Term as provided in Order Form. The fee schedule listed in Order Form will remain in place during the Initial Term; all fees and related pricing will be subject to a standard price adjustment of a maximum of 5% or the percentage increase in the CPI for the preceding year as publicly reported as of the renewal date. 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

**11. 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 Managed Detection and Response Services.

