



## STATEMENT OF WORK FOR SILVERSKY AWARE™ SERVICES

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

1. **“Services”** will mean SilverSky services including SilverSky Aware™ Security Awareness Training and Phishing Testing (“SilverSky Aware™”), as further defined in the Order Form and incorporated herein by reference. The SilverSky Aware™ Service is a fully managed security awareness and continuous training program which can satisfy regulatory compliance mandates (i.e., PCI, HIPAA, SOX, and FFIEC). SilverSky partners with KnowBe4 to provide SilverSky Aware™ and delivers this Service via our SilverSky Cyber Security Advisory team (CSA). The **“Launch Date”** of SilverSky Aware™ Services under this Attachment will mean the date on which the SilverSky Aware™ 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 Aware™ Services, you agree to perform the following obligations and acknowledge and agree that SilverSky’s ability to perform our obligations are dependent upon your compliance with the following:
  - I. Customer will:
    - A. Provide a technical resource familiar with your environment to assist in the implementation and testing during the initial setup of the services. This resource will assist with items such as providing:
      - i. An understanding of your specific regulatory and compliance requirements
      - ii. Your current information security documentation
      - iii. Your employees with access to related documentation
      - iv. Relevant information needed to configure your users
    - B. Participate in all scheduled reviews (as established, monthly, quarterly, annually)
    - C. Assume responsible for the onsite enforcement and follow-up to ensure user compliance and completion of all required trainings.

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

3. **SilverSky Deliverables.** During performance of the SilverSky Aware™, SilverSky will:
  - I. Deliver the Service via our SilverSky Cyber Security Advisory team (CSA), which will integrate threat intelligence and real-time attack profiles to provide training and testing using current social engineering tactics being leveraged by attackers.
  - II. Utilize threat profiles are based on SOC (Security Operations Center) metrics, industry research and customer risk profiles.
  - III. Build a custom security testing program that considers your desired testing frequency, internal department factors, industry risk profiles and any customization necessary for your business.
  - IV. Facilitate a complete user security awareness training suite.
    - A. This training suite is regularly updated to ensure users are current on the latest phishing techniques
    - B. Training content can be customized for targeted at-risk groups such as privileged users, executives, and security personnel.
  - V. Implementation of the SilverSky Aware™ Service will utilize defined process, coordinated by a specific named project coordinator.
    - A. The SilverSky Compliance team will work with you on a monthly, quarterly, and annual cadence for phishing/social engineering testing and awareness training.
    - B. Specific deliverables for each phase will be communicated in the implementation process.
  - VI. Provide 8x5 support of the platform and manage ongoing support issues.
4. **Key Assumptions/Exclusions.**
  - I. Specific users will have limited access to administrative functions but based on their role in the system, will have the ability to login to perform trainings, review reports or managed sub functions as needed.
  - II. Excluded from this offering
    - A. Industry specific compliance trainings such as GDPR, HIPAA, PCI, or other compliance level trainings
    - B. Any service support after business hours
    - C. Phishing testing in excess of 4 quarterly sessions



5. **Performance Evaluation (if applicable).** You authorize us to evaluate service upgrades and changes on an annual basis at each of your locations which utilize the SilverSky Aware™ 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.
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 and/or to perform the Network Protect 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 SilverSky Aware™ 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 the Order Form and will thereafter automatically renew for a period equal to the initial term as provided in the Order Form. The fee schedule listed in the 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. 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.