

# SERVICE ATTACHMENT FOR NETWORK PROTECT SERVICES

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

"Network Protect Services" will mean SilverSky services including principal network security controls in a single-bundled package. This package includes Managed Firewall, Intrusion Detection Prevention Services (IDPS), Web Content Filtering, Gateway AV, remote access that may include two-factor SSL VPN, site-to-site VPNs, and SDWAN (Fortinet). SilverSky provides full management, monitoring, and response for the services, access to configurable reports through the portal, and Lifecycle and Patch Management. Service SKUs:

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SKU S	Service Name	Pricing Unit
S-500-3037 S	S-500-3037 SilverSky Network Protect up to 250MB thruput with FortiGate 6X Series	
S-501-3037 SilverSky Network Protect up to 500MB thruput with FortiGate 8X Series		Per Device
S-502-3037 S	S-502-3037 SilverSky Network Protect up to 1GB thruput with FortiGate 10X Series	
S-503-3037 S	SilverSky Network Protect up to 3GB thruput with FortiGate 20X Series	Per Device

SKU	Service Name
I-500-3037 Installation of SilverSky Network Protect up to 250MB thruput with FortiGate 6X Series	
I-501-3037	Installation of SilverSky Network Protect up to 500MB thruput with FortiGate 8X Series
I-502-3037	Installation of SilverSky Network Protect up to 1GB thruput with FortiGate 10X Series
I-503-3037	Installation of SilverSky Network Protect up to 3GB thruput with FortiGate 20X Series

S-501-3054	S-501-3054 SilverSky Network Protect up to 500MB thruput - no hardware included		
S-502-3054 SilverSky Network Protect up to 1GB thruput - no hardware included P			
S-503-3054 SilverSky Network Protect up to 3GB thruput - no hardware included		Per Device	
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S-200-2182	Site to Site VPN Tunnels	Per VPN	
S-200-2866	Secure Identity Soft Tokens for VPN Remote User Access (Block of Five)	Per 5 Tokens	

S-500-3054 SilverSky Network Protect up to 250MB thruput - no hardware included

I-500-3054	Installation of SilverSky Network Protect up to 250MB thruput - no hardware included
I-501-3054	Installation of SilverSky Network Protect up to 500MB thruput - no hardware included
I-502-3054	Installation of SilverSky Network Protect up to 1GB thruput - no hardware included
I-503-3054	Installation of SilverSky Network Protect up to 3GB thruput - no hardware included

I-200-2182	Installation of Site to Site VPN Tunnels
I-200-2663	Installation of Secure Identity Soft Tokens for VPN Remote User Access (Block of Five)

2. Customer Responsibilities. During the performance of the Network Protect 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:

Per Device

- 1. Prior to engagement commencement, assign a project management contact to serve as a primary contact through the delivery and performance of the Network Protect Services;
- 2. Ensure complete and current contact information is provided on a timely basis;
- 3. Cooperate during the deployment period, including providing us all required information in a complete and accurate form to prevent implementation delays which may result in additional fees;
- 4. Appoint one or more authorized contacts authorized to approve and validate all requested changes;
- Implement change requests;
- 6. Provide all necessary information with respect to your environment and communicate any network or system changes that could impact service delivery;
- 7. Provide necessary hardware along with maintenance and support contracts to run log collectors within your environment;
  - a. You are responsible for ensuring that all customer-provided hardware is not EOL and is able to support current software versions.
  - b. In the event of hardware failure of your owned equipment, You are responsible for initiating and fulfilling the return materials authorization ("RMA") process with the vendor and SilverSky
- 8. Send log data in an encrypted manner, or via the agreed log collection device/type;
- 9. Ensure that the format and quality of the data being sent to SilverSky is sufficient enough for SilverSky to provide the Network
- 10. Customer is required to provide, configure and manage required switches to support high Availability (HA) mode.

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

- 3. SilverSky Deliverables. During the performance of the Network Protect Services, SilverSky will configure and deploy the selected security technology and will provide:
  - 1. Continuous 24x7 device availability management (continuous health and security of your managed appliance)
  - 2. A reporting platform to view and audit the alert response process (the platform has integrated dashboards, incident management, and flexible reporting)
  - 3. Service support 24x7 with online ticketing
  - 4. Threat intelligence correlation across the customer firewall and IDPS
  - 5. Software Upgrades and Patch Maintenance (coordinated with the Customer)



- a. In cases where support for a particular product or product version is being discontinued by the vendor or by SilverSky, SilverSky will communicate new platform migration options, if any. To be assured of uninterrupted service, the Customer must complete the migration process within sixty (60) days of notification by SilverSky.
- b. For customer-provided hardware, the Customer bears any costs relating to procuring new hardware or components and to re-provisioning any devices.
- c. For customers who receive hardware as a part of their service, SilverSky will provide replacement hardware.
- 6. Gateway Anti-Virus support (Fortinet). SilverSky will work with Fortinet to update anti-virus signatures/policies regularly when updates are released by Fortinet and reviewed by SilverSky.
- 7. Web Content Filtering (WCF) support (Fortinet). WCF as a licensed option is included in the purchase of this bundle, SilverSky shall deploy the default categorization policy by zone or internet protocol ("IP") range as specified by the customer. Websites that are accessed that are within an enabled category shall not be blocked.
- 4. Equipment. 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 Network Protect 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 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 Network Protect Services will resume and continue until all SilverSky Equipment is returned. Equipment for Network Protect Services delivered through us is maintained in a lockdown configuration that does not allow customer administrative access.
- 5. 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 the use of the Services.

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#### **SERVICE LEVEL AGREEMENT FOR**

#### **NETWORK PROTECT SERVICES**

If we fail to meet the levels defined in this Network Protect Service Level Agreement (SLA) 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 the breach is still unresolved, you may immediately terminate the Network Protect Service, giving rise to such breach without additional notification or incurring early termination fees within thirty (30) days of our failure to cure.

- **Service Hours of Operation.** We maintain Security Operations, Network Operations, and Technical Support departments 24 x 7 x 365. You may reach an individual in each department by calling the appropriate support service.
- **2. RESPONSE TIME.** We commit to certain incident response times. These commitments are subject to your providing us with 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.
- 3. Event and Case Severity Classification—SilverSky will facilitate communication with the Customer through one of SilverSky's approved notification methods (email, phone, or SilverSky Portal). Customers can customize their preferred notification methods within their customized playbooks within the SilverSky Portal. To classify the severity of the items, SilverSky will follow the definitions of the Case Severity in the table below. Events form the basis from which the SilverSky analyst may begin their investigation. An Event is the initial alert level generated from the source device as indicated through the SilverSky platform. An Event is assigned to SilverSky analysts, who will perform the initial investigation to determine the Case Severity defined below. The Case, as defined by the SilverSky analyst, is the process through which a SilverSky analyst reviews and performs an investigation to confirm the validity of an Event. During the investigation, the SilverSky analyst will acknowledge the Event, assess the potential impact, and assign the appropriate Case Severity. Once the Case Severity has been validated, it will be the trigger point to begin the SLA measurements. The following SLAs have been established to initiate communication with the Customer that the SOC has initiated an investigation or actions. SLAs are measured from the start of the Case Severity determination until the time the Customer is notified. Customer notifications occur after Case Severity determination to reduce the potential notification for benign or false positive events. Mean time to acknowledge is the official measurement of this SLA and is measured as the time period from Case status change from "New" to "Opened" within the SilverSky Portal until the Customer receives notification per their communication plan as outlined below.

Case Severity	Definition	Service Level	Notification Methods
Critical	This Case category may severely impact your network or system and indicate a compromise.  Examples of Cases that fall under this category are confirmed ransomware, infiltration, and lateral movement.	10 minutes from Case creation	<ul><li>Email</li><li>Phone Call</li><li>SilverSky Portal</li></ul>
High	This Case category may have a high impact on your network or system. It could lead to malware infection, data leakage, and disruption of operations due to network or system downtime.  Examples of Cases that fall under this category are suspected	30 minutes from Case creation	<ul><li>Email</li><li>Phone Call</li><li>Lightning Portal</li></ul>
	compromise, suspected initial access, known malware installations (blocked or not), and ongoing attacks.		
Medium	This Case category has a medium impact on your network or system and could lead to unnecessary information leakage or vulnerability exposure.	48 hours from Case creation	Lightning Portal
	Examples of Cases that fall under this category are excessive login failures, scanning/firewall blocks, suspicious privileged access, and impossible travel.		

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Definition	Service Level	Notification Methods
This Case Category has little impact on the Customer.  Examples of Cases that fall under this category are access creation/changes, reported phishing emails, and unexpected behavior.	72 Hours from Case creation	● Lightning Portal
This Case category shows no impact on the Customer. These are only informational to track activity.  Examples of Cases that may fall under this category are false positives, system error messages, and audit-purposes event	No SLA	● Lightning Portal
	This Case Category has little impact on the Customer.  Examples of Cases that fall under this category are access creation/changes, reported phishing emails, and unexpected behavior.  This Case category shows no impact on the Customer. These are only informational to track activity.  Examples of Cases that may fall under this category are false	This Case Category has little impact on the Customer.  Examples of Cases that fall under this category are access creation/changes, reported phishing emails, and unexpected behavior.  This Case category shows no impact on the Customer. These are only informational to track activity.  Examples of Cases that may fall under this category are false

- **4. Service Requests:** Service Requests are items that are not related to an Event or a Case and may be submitted by the Customer through the SilverSky Portal, Email, or telephone. These requests are not subject to SLA criteria.
- **5. Service Availability Guarantee:** We commit to making services under this agreement available 99.5% of the time. At your request, we will calculate the number of minutes the Service(s) was unavailable to you in a calendar month ("Service Unavailability").
- **5.1. Customer Service Outage** The SLA shall not apply in the event of any Customer-caused Service outage that prohibits or otherwise limits SilverSky from providing the Service delivering the SLAs, including, but not limited to, Customer's misconduct, negligence, inaccurate or incomplete information, modifications made to the Services, or any unauthorized modifications made to any managed hardware or software Devices by Customer, its employees, agents, or third parties acting on behalf of Customer.
- **5.2. SLA Credits**—You must be current with your payments when the missed SLA event occurs to receive credit under an SLA. In addition, all credit requests must be submitted in writing through the SilverSky Portal, email, or certified U.S. mail. You must submit each request for credit within seven (7) days of the occurrence giving rise to the credit claim. SilverSky will research the request and respond to the Customer within thirty (30) days from the date of the request.

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.) Unless otherwise expressly provided hereunder or in the MSA, the foregoing SLA credit(s) shall be the Customer's exclusive remedy for failure to meet or exceed the foregoing SLAs.

#### 6. Credit Calculation:

- If SilverSky fails to meet one SLA in a calendar month, then Customer will be entitled to a service credit equal to 1/30th of the monthly fee for Service for each calendar day upon which the SLA was not met.
- If SilverSky fails to meet more than one but less than four SLAs in a calendar month, then the Customer will be entitled to a service credit equal to 1/5 of the monthly fee for Service for each calendar day upon which the SLAs were not met.
- If SilverSky fails to meet more than three SLAs in a calendar month, then the Customer will be entitled to a service credit equal to 1/2 of the monthly fee for Service for that month.

Service credits may not exceed 50% of the monthly service fees for the applicable services.

- 7. Maintenance Windows SilverSky may schedule maintenance outages for any portion of services within 24 hours' notice to designate Customer contacts. SLAs shall not apply during maintenance outages and, therefore, are not eligible for SLA credit during these periods. SilverSky will make every attempt to adhere to its weekly maintenance windows for service outages. SilverSky Standard Maintenance windows are
  - Tuesday and Thursday (12 AM 2 AM ET)
  - Saturday (12 AM 5 AM ET)

Emergency Maintenance – In the circumstance of immediate necessary changes, SilverSky may initiate an emergency maintenance window. When this situation occurs, SilverSky will use commercially reasonable efforts to provide notice and minimize the impact to customers.

8. Exceptions: You will not receive any credits under this SLA regarding any failure or deficiency of the Services or a failure to

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meet service level caused by or associated with any of the following:

- Maintenance, as defined above;
- Fiber cuts or other such issues related to telephone company circuits or local ISPs outside of our control;
- Third-Party Outages—This is for the log collection of third-party sources such as software-as-a-service, Cloud infrastructure providers, or third-party tools that SilverSky does not control.
- Your applications, equipment, or facilities failures;
- You or any of your end-users' acts or omissions;
- Reasons of Force Majeure as defined in the Terms and Conditions associated with this MSA;
- Any act or omission on the part of any third party not reasonably within our control:
- First month of service for the specific Managed Detection and Response Services for which a credit is claimed;
- DNS issues outside our direct control;
- Broadband connectivity.
- **9. Fair Usage Threshold for Data Ingestion:** 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.

#### 10. Data Retention Policy

SilverSky ensures the archival and retention of all security logs ingested into our system across various supported platforms. Data is categorized into three storage tiers: Hot, Warm, and Cold. Each tier has specific retention periods and accessibility features as outlined below so that all logs are maintained within the SilverSky platform for at least 365 days:

- 1. **Hot Data** refers to security logs actively used for daily security or operational investigations or to establish baselines for identifying malicious activity. This data is readily searchable and available in near real-time to support ongoing investigations.
  - Retention Period: 30 days
- 2. **Warm Data** encompasses security logs retained for further enrichment and analysis. These security logs are typically used in active threat-hunting investigations to detect trends and patterns over an extended period. Warm data provides contextual information to support security or operational activities and is accessible within minutes to hours.
  - o Retention Period: 90 days
- 3. **Cold Data** consists of security logs stored for long-term compliance, historical reference, or incident investigation. This data is preserved for extended periods and can be restored for forensic analysis when required. Cold data is accessible upon customer request for restoration, typically within 48 hours of the request.
  - o Retention Period: 121 thru 365 days

SilverSky's data retention policy is designed to ensure that logs are available for appropriate use while balancing performance and compliance requirements.

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## Appendix A - Definitions

### **SilverSky SOC Escalation terms**

All Response activity is governed by an escalation method where SilverSky escalates information we receive from your systems as follows.

Syslog: Protocol used to collect raw logs from customer devices to SilverSky collector.

**Event**: Raw information received from your organization

**Alert**: An event or group of events that have an indication of out-of-policy, known activity signature match, or other anomalous behavior.

**Case**: A single alert or a group of alerts grouped or cross correlated together.

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