



## SERVICE ATTACHMENT MANAGED ENDPOINT DETECTION AND RESPONSE WITH CYNET ELITE

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

“Services” will mean SilverSky Managed Endpoint Detection and Response (MEDR) Services with Cynet Elite Agent (CEA). When coupled with SilverSky Lightning Managed Detection and Response (MDR) Platform we refer to this as Managed Endpoint Protection (MEPP). For the purposes of this document, MEDR and MEPP are the same services.

Service SKUs:

SKU	Name	Pricing Unit	SKU	Name
S-200-3183	SilverSky MEDR with Cynet Elite	Per Endpoint	I-200-3183	Installation of SilverSky MEDR with Cynet Elite
S-200-3184	SilverSky MEPP with Cynet Elite	Per Endpoint	I-200-3184	Installation of SilverSky MEPP with Cynet Elite
S-200-3205	Lightning Elite MxDR - Endpoint	Per Endpoint	I-200-3205	Installation of Lightning Elite MxDR - Endpoint

### SilverSky Services

SilverSky Platform to ingest data/events from CEA deployed on endpoints and/or server workloads across the customer environment. 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.

- A. 24/7/365 coverage over all actionable incidents routed to our platform; such incidents are reviewed by an Analyst on a 24/7/365 basis. Customers get full visibility into notified and non-notified incidents via our SilverSky Customer Portal.
- B. Customer will have access to our global security operations team for incident investigations and real-time support.
- C. Customized Playbooks: to provide notifications to identified client contacts via agreed-upon, specified communication formats. We will provide guided remediation and containment based on the managed endpoint controls in the customer environment. Per the playbook, SilverSky will provide containment and rollback efforts as required.
- D. Reporting: a set of customizable reports from report templates via the SilverSky Customer Portal including, but not limited to, Executive summaries and threat and compliance reports as well as access to the Cynet CEA Portal.
- E. Platform transparency by providing customer access directly into the SilverSky Platform and CEA console.
- F. Data is retained for one year.
- G. To deliver these services we are reselling the CEA solution. We represent and warrant that we have obtained all required authorizations and consents to resell the CEA license to Customer as part of this MSA and agree to defend, indemnify, and hold harmless Customer against any actual or alleged claims, damages, or losses arising from our resale of the CEA license to Customer including, without limitation, any claims of infringement or unauthorized use. We further represent and warrant that the CEA license is not an early adoption or beta version of the Solution as defined in Cynet end user license agreement. As the end customer of Cynet, you must adhere to all Cynet end-user provisions located at <https://www.cynet.com/eula/>.
- H. Please note that SilverSky is providing endpoint security utilizing the CEA. The CEA solutions are procured by SilverSky via a Managed Security Service Provider (“MSSP”) license and delivered to you as a service. As such, all licensing for this service is controlled by the MSSP licensing agreement between SilverSky and Cynet.

### MEDR SERVICE IMPLEMENTATION

#### SilverSky Responsibilities

- A. 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.
- B. Establish a secure method of transmitting logs from the Customer network to the SilverSky Platform.
- C. Notify the Customer of receipt of logs and confirm proper operational integration to ensure alerting.
- D. Provide initial training and training materials for the SilverSky customer portal.

#### SilverSky Service Deliverables

- A. Capture device logs from the Customer's monitored devices.
- B. Adjust the configuration and update CEA with Customer collaboration.
- C. Perform analysis of the log data. This includes but is not limited to, aggregation, parsing, correlation and alerting.
- D. In cases of significant risk, SilverSky analysts will analyze incidents following an alert by the risk notification system.
- E. Analysts will notify the Customer of incidents requiring a response. Instructions on threat remediation and consultation will be provided, as defined in the Customer playbook created during deployment.
- F. 24/7/365 phone and email-based incident support for additional investigation and guidance for the Customer.
- G. Implement change requests.

**Customer Responsibilities.** During the performance of the Services Customer will:



- A. Prior to engagement commencement, assign a project management contact to serve as a primary contact through the delivery and performance of the MEDR Service.
- B. Ensure complete and current contact information is provided on a timely basis.
- C. Cooperate during the deployment period, including providing SilverSky with all required information in a complete and accurate form to prevent implementation delays which may result in additional fees.
- D. Appoint one or more authorized contacts authorized to approve and validate all requested changes.
- E. Provide all necessary information with respect to your environment.
- F. Provide the necessary tool to deploy CEA on all endpoints in the customer environment and deploy CEA.
- G. Ensure the format and quality of the data being sent to SilverSky is sufficient for SilverSky to provide the Services.
- H. Retain authority and responsibility for decisions made regarding this service implementation.
- I. Assume responsibility for any direct or physical remediation.

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



## Service Level Agreement for Managed Endpoint Detection and Response

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

### 2.1 DEFINITIONS OF INCIDENT SEVERITY

A. (i)

#### B. Definitions of Alert Severity:

Alerts are escalated into events<sup>1</sup> as a result of detected suspicious activity. Events are reviewed both by SOC staff and through automation.

- I. **Critical** – This category of alert may have a severe impact on your network or system and indicates a compromise. Examples of events that fall under this category: malware infection, backdoor or Trojan traffic, ransomware, C2 traffic, and botnet traffic.
- II. **High** – This category of alert 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 events that fall under this category are the download of malicious software, leakage of files from an internal network, DoS or DDoS, P2P traffic (torrent), cloud storage traffic, and exploit attempts and launching.
- III. **Medium** – This category of alert has a medium level of impact on your network or system and could lead to unnecessary leakage of information or exposure to vulnerabilities. Examples of events that fall under this category are port scans, vulnerability scans, social media traffic, unusual network traffic, and multiple failed logins.
- IV. **Low** – This category of alert shows little impact on the Customer. This is mostly informational communication. Examples of events that fall under this category are login or logout notifications, failed login notifications, application or system update notifications, and application or system error messages.
- V. **Informational** – This category of alert shows no impact on the Customer. This is only informational alerts to track activity. Examples of events that fall under this category: false positives, approved scanning vendors, and test alerts.

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

#### B. Event Severity Response Times

- I. **Critical/High Alerts** - Response within 10 minutes upon identification of an alert 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 an alert 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 Lightning MDR Services, including the 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:

- (i) Tuesday and Thursday (12 AM – 2 AM ET)
- (ii) 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.** 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.

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 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 MDR 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 Terms and Conditions associated with this 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 Services for which a credit is claimed;
- (viii) DNS issues outside our direct control;
- (ix) Broadband connectivity.

**7. 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.