

## Incident Response Service Description

**SOW Effective Date:** the date Customer signs this SOW with a version of the Agreement no different than that presented to Customer.

The purchase of the Services and/or Deliverables described in this SOW are subject to the terms and conditions of the Professional Services Agreement and is between [ ("Customer") and BlackBerry Choose the right entity ("BlackBerry") (each, a "Party" and collectively, the "Parties") which is incorporated by reference in this SOW and can be viewed at <https://www.blackberry.com/us/en/legal/professional-services-agreement> (the "Agreement"). Capitalized terms used in this SOW shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein. In the event of any conflict or discrepancy between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern to the extent of such conflict.

### 1. Purpose of this SOW

During the Project Term set forth below, BlackBerry shall provide Services and/or Deliverables to Customer in accordance with the Agreement and this SOW (the "Project").

### 2. Project Term

The "Project Term" shall be defined as the period of time between the Start Date and End Date set out below:

- (a) Start Date: The Services shall start as of the SOW Effective Date.
- (b) End Date: This SOW is to remain in full force and effect for twelve (12) months from the SOW Effective Date.

### 3. Services

BlackBerry shall perform the services described in this SOW (the "Services"). BlackBerry shall provide the Services in accordance with this Agreement using its own equipment, tools and other materials, unless otherwise described herein.

Any items or services not defined as in scope for the Services and Deliverables as set out in this SOW are deemed out of scope.

Unless otherwise specifically stated in this SOW, BlackBerry is not responsible for the installation, configuration or validation of any third-party software, tools or utilities.

### 4. Scope of Services

- (a) Incident Response Retainer.

Customer desires to purchase [forty (40)] pre-paid hours ("Hours") beginning as of the SOW Effective Date. Any Hours that are not utilized during the Project Term or scheduled to be performed during the Project Term shall be forfeited by Customer and

are not refundable to Customer unless otherwise mutually agreed upon by the Parties. The Hours must be used in blocks of at least [twenty (20)] hours each for any onsite Services. Remote Services must be used with a [eight (8)] hour minimum block.

The Hours may be used for Incident Response Services or any other Services BlackBerry currently offers during the Project Term. If services other than Incident Response Retainer services are requested, a BlackBerry Change Request as attached in Appendix A will be required.

Further, Customer must inform BlackBerry at least two (2) weeks before Customer's desired start date for said Services. This allows BlackBerry to properly schedule resources to meet the specific remediation requirements.

(b) Additional Service Hours.

In the event Customer requires additional service hours during the Project Term, the price for additional services hours is as follows: [Insert amount and currency (e.g. \$350 USD) – ensure the currency matches the SFDC Quote] per hour the amount of which shall be as described in a BlackBerry Change Request.

(c) BlackBerry Incident Response Service Level Agreement.

(i) **Obligation.** In the event Customer suffers a security incident and contacts BlackBerry by both e-mail ([dliir@blackberry.com](mailto:dliir@blackberry.com)) and by telephone (1-888-808-3119), BlackBerry shall use commercially reasonable efforts to respond to Customer within two (2) hours of BlackBerry's receipt of the email and telephone call. If the Parties agree in writing that any on-site assistance is required, BlackBerry shall commence travel to the applicable Customer facility within thirty-six (36) hours of the mutually agreed engagement schedule.

(ii) **Exceptions.** BlackBerry shall be relieved of its obligations under this Section 4(c) if:

1. The applicable Customer facilities are in embargoed or sanctioned countries/regions including any countries that are subject to any governmental travel restrictions.
2. BlackBerry is prevented from meeting its obligations by a cause or causes beyond the reasonable control of BlackBerry (including but not limited to travel limitations, war, sabotage, insurrection, riots, civil disobedience, epidemic, acts of governments and agencies thereof, fires or acts of God). In the case BlackBerry is prevented from meeting its obligations due to travel limitations, BlackBerry shall make itself available to Customer by telephone.

(iii) **Remedies.** Customer's sole and exclusive remedy (which is a pre-estimate of liquidated damages and not a penalty) for BlackBerry not meeting its obligations under this Section 4(c) is:

1. If BlackBerry does not meet its obligations for initial response within two (2) hours of BlackBerry's receipt of both the e-mail and telephone call by Customer described above, the first two (2) hours of Services shall not be deducted from Customer's Hours.
2. If BlackBerry does not meet its obligations for initial response within forty-eight (48) hours of BlackBerry's receipt of both the e-mail and telephone call by Customer described above, then an additional six (6) hours of Services shall not be deducted from Customer's Hours.

The remedy described herein shall be limited to a cumulative total of eight (8) hours per SOW from the SOW Effective Date.

(d) Services.

The following Services are in scope for this Project:

### **Incident Response & Forensic Services**

BlackBerry will perform the following security services:

(i) Incident Response.

The objective of this Project is to assist Customer with responding to a suspected security incident. The activities performed may include, but are not limited to, the following:

- Investigative support and direction as requested
- Malware, forensic and log analysis as required
- Containment planning and assistance
- Regular status reporting and project management-related activities
- Reporting and/or presentations associated with findings and recommendations

(ii) Forensic Investigation.

The objective of this Project is to assist Customer with responding to a forensic investigation. The activities performed may include, but are not limited to, the following:

- Determine the investigation scope
- Create an investigative plan
- Forensic acquisition of electronic data
- Adhere to strict chain-of-custody procedures
- Analyze acquired data
- Reporting and/or presentations associated with findings and recommendations.

(iii) CylancePROTECT and CylanceOPTICS Installation for Malware Containment

If required to address a security incident BlackBerry will assist with the installation of CylancePROTECT on Customer's systems to contain and remediate malware infection. CylanceOPTICS will also be deployed as part of the process. Customer will be able to operate CylancePROTECT and CylanceOPTICS (the "**Products**") at no charge for up to sixty (60) days from the date of deployment, subject to Customer's acceptance of the applicable end user license agreements.

The installation will be guided by input from Customer. BlackBerry will work with Customer to install the Products leveraging a combination of native and custom deployment methodologies.

(iv) Additional Services.

After this SOW is executed and with the scheduling caveats mentioned above, Customer may, at its option apply the balance (or a portion) of this retainer towards other services set forth in the attached Appendix B (Additional Services). Upon notifying BlackBerry of Customer's intent to use the retainer for other Services, BlackBerry shall work with Customer to explore and book Customer's desired additional services. When Customer notifies BlackBerry what type of additional services it would like to select, the Parties will enter into a BlackBerry Change Request as attached in Appendix A which will outline a more detailed description of such additional services.

## 5. Project Management

The Project will include an assigned BlackBerry Project Manager, selected by BlackBerry, that will oversee all Project related tasks assigned to the Project. The Project management methodology shall include the tasks listed below:

- Pre-Engagement Questionnaire
- Kick-off Meeting
- Periodic Status Meetings
- Findings Review Meeting
- Executive Presentation and Closeout Meeting (upon request)

## 6. Deliverables

In connection with the Project, BlackBerry shall produce the following deliverables, where applicable (each a “Deliverable” and collectively, the “Deliverables”):

- Periodic Status Reports
- Draft Report\*
- Final Report\*
- Executive Summary Report
- Executive Presentation (upon request)

\*Note: Available where applicable

## 7. Project Points of Contact.

Customer Point of Contact	
Name of Primary Contact:	
Email:	
Telephone:	
BlackBerry Contact	
Name of Primary Contact:	
Position:	
E-mail:	
Telephone:	

## 8. Billing Information.

Bill To:	
Attention:	
Address:	

E-mail:	
Telephone:	

**9. Project Delays.**

Customer shall provide at least five (5) business days for the cancellation or postponement of any work already scheduled as part of this SOW.

BlackBerry shall work in good faith with Customer to resolve any delays resulting from Customer's actions or inaction. However, BlackBerry reserves the right to charge additional fees for any significant time lost due to cancellation or postponement or resulting from Customer not meeting their responsibilities as defined herein at BlackBerry's then current daily rate.

**10. Project Acceptance**

Notwithstanding the terms of the Agreement, within three (3) business days of receipt of the Deliverables, Customer shall review and inspect all Deliverables and either (i) execute and deliver a Project Acceptance Report, in a form to be provided by BlackBerry, acknowledging acceptance of the Deliverables and completion of the Project; or (ii) deliver a written statement to BlackBerry describing in reasonable detail the failure of any Deliverable to conform with the terms of this SOW. In the absence of receipt of such notice of non-conformance, all Deliverables shall be deemed accepted following the lapse of such three (3) business day period.

**11. BlackBerry's Responsibilities**

Under these terms and conditions BlackBerry shall perform the Services as set out in Section 4 (Scope of Services) and Section 6 (Deliverables).

**12. Customer's Responsibilities**

In addition to the responsibilities outlined in the Agreement, Customer agrees to the following:

- (a) Customer is responsible for network availability at all times during the Project; lack of network readiness or access to specific files or other data may result in lack of productivity by BlackBerry or may otherwise affect the accuracy of the results.
- (b) All devices within the desired environment will be accessible via network connectivity and accessibility prior to the Project commencing.
- (c) Customer will identify a point of contact for Project.
- (d) Customer will provide BlackBerry with necessary documentation related to the Project, as required.
- (e) Customer will provide BlackBerry with access to all necessary facilities and computer systems while on site.
- (f) Customer will provide BlackBerry office space or a desk while onsite, as required.
- (g) Customer will schedule any interviews with the appropriate individuals as requested by the BlackBerry Project Manager.
- (h) Customer personnel will be available to grant access to facilities and systems, as required.
- (i) It is Customer's responsibility to ensure adequate backup copies are made of data, operating and application software such that Customer's system and files may be restored in the event of corruption or other similar loss due to the performance

of the Services or for any other reason, howsoever caused.

- (j) By agreeing to the Services, Customer represents, warrants and covenants that they are authorized to act on behalf of the owner or licensee of, or are the authorized representative of an individual, business or other legal entity having contractual usage rights granted by an Internet Service Provider or Web Host owning or licensed to use, any and all Internet Protocol addresses and the associated computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices to which Customer directs those Services to be performed on. Customer agrees to cooperate with BlackBerry to verify the identity of authorized representatives of Customer in connection with Customer's use of the Services.
- (k) If, in the performance of this Statement of Work, BlackBerry makes available to Customer any BlackBerry Equipment, then Customer agrees that (i) it shall exercise due care in its use and operation of the BlackBerry Equipment, and (ii) it shall use and operate the BlackBerry Equipment solely for the purpose of allowing BlackBerry to perform the Services. "BlackBerry Equipment" shall include any equipment, laptops, hardware, and/or materials that is owned, leased, or licensed by BlackBerry and that is provided to Customer in connection with delivering Services under this Statement of Work. The BlackBerry Equipment will remain the property of BlackBerry and Customer will not acquire any right, title or interest in such equipment. Upon termination or expiration of this Statement of Work, or at any time upon request by BlackBerry, Customer shall immediately deliver to BlackBerry, at Customer's own expense and risk, the BlackBerry Equipment in good working order and in the same condition as when such BlackBerry Equipment was furnished by BlackBerry to Customer, reasonable wear and tear excepted. Customer shall bear the risk of loss of, or damage to, any BlackBerry Equipment provided hereunder while in its care, and while in transit and delivered to BlackBerry at the address specified by BlackBerry. Customer agrees that all Customer Confidential Information and Personal Data have been deleted and removed from the BlackBerry Equipment, without any destruction to the BlackBerry Equipment including but not limited to hard drives or internal or external storage devices, prior to the return of such BlackBerry Equipment to BlackBerry. If Customer returns the BlackBerry Equipment in a condition other than that described above, or if Customer fails to return the BlackBerry Equipment within thirty (30) calendar days from the date of BlackBerry's request, BlackBerry will invoice Customer for the replacement value of the BlackBerry Equipment. BlackBerry disclaims and any all liability with respect to Customer's use, operation and handling of the BlackBerry Equipment, including any information contained on such BlackBerry Equipment when returned to BlackBerry.

### 13. **Change Control**

Either BlackBerry or Customer may raise a request for change at any point during the Project in accordance with the BlackBerry Change Request attached in Appendix A.

### 14. **Counterparts**

This SOW may be executed in two or more identical counterparts, facsimile counterparts or electronic counterparts, each of which when executed by a Party shall be deemed to be an original and such counterparts shall together constitute one and the same SOW.

### 15. **Execution and Signature Dates**

Signing of this SOW and transmission of the signed SOW by facsimile or electronic document transfer will be acceptable and binding when the SOW has been signed by Customer. Subsequent signatures on additional copies, or the lack thereof, shall not have any impact on the enforceability of this SOW.

**16. Handwritten Changes.**

Any handwritten changes made to this SOW must be initialed by all Parties in order to be binding on the Parties.

**17. Unmodified Agreement.**

BlackBerry explicitly rejects any edits to the Agreement presented along with this SOW unless mutually agreed to and signed by both Parties.