



Resilience Retainer Services Description

The Resilience Retainer Services described herein are subject to the Master Services Agreement located at <https://www.cybereason.com/msa>, unless the customer receiving the services ("Customer") has executed a different license and services agreement, in which case the executed version shall supersede, (the "Agreement"). In the event of any conflict between the terms hereof and the Agreement, the terms hereof shall control.

The initial term of this Agreement ("Initial Term") shall commence upon signing a quote or statement of work for retainer services and will continue for twelve (12) months. Upon the expiration of the Initial Term, the service shall automatically renew for successive renewal terms of twelve (12) months (each a "Renewal Term") unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

The annual Retainer Amount is the amount of the retainer provided in the applicable quote.

1. Description of Services

The Resilience Retainer (the "Retainer") is a services package providing access to certain incident response and other consulting services to the Customer based on the specific retainer package, as detailed in the below chart, and may include the following features:

- a) **Response SLAs.** Cybereason will respond to a request for Digital Forensics and Incident Response services ("DFIR") within the specified time frame according to the Retainer Package.
- b) **Discounted Access to Consulting Services.** Consulting Services will be available to the Customer during the Term at a discounted rate according to the Retainer Package.
- c) **Retainer Funds.** The full prepaid amount of the Retainer will be made available to the Customer during the Term.
- d) **Access to a Cyber Resilience Expert.** Cybereason will provide access to a Cyber Resilience Expert who will provide general cybersecurity guidance, planning for use of the Retainer and annual onboarding. Available for certain Retainers according to the Retainer Package.
- e) **Retainer Rollover.** Cybereason will allow the Customer, at the end of each 12-month period, to rollover a certain percentage of the Retainer Amount according to the Retainer Package upon renewal of the Term.

2. Retainer Packages

The specific retainer package applicable by Customer are determined based on the Retainer Amount:

	Stand Ready Retainer*	Tier II Retainer	Tier I Retainer
Response Time (SLA)	4 hours	2 hours	1 hours
Retainer Amount	\$10,000 to \$35,000	Retainer Amount \$35,000 to \$100,000	Retainer Amount \$100,000 or more
Resilience Expert	No	Yes	Yes
Prepaid for Available Consulting Services	Only Incident Response	Yes	Yes
Discount Rate (Incident Response) *	10%	20%	20%
Discount Rate (Proactive Services) *	N/A	15%	15%
Rollover Amount	0%	Up to 10%	Up to 20%

*Discount Rate Exclusions: Discounts are not available for all services (e.g., subcontracted managed document review, ransomware negotiation and payment are specifically excluded). Discounts are applied only to services fees, and specifically exclude taxes, expenses, or other out-of-pocket or pass through costs. Cybereason will use the lower of any applicable insurance hourly rate or the retainer discount.



3. Response Time and SLA

Cybereason will respond to DFIR requests made in accordance with Section 4 below within the aforementioned Response Time (SLA) based on the specific Retainer Package purchased by Customer (the "Response Time"). If Cybereason fails due to its sole fault to respond within the specified time frame, Cybereason will, as Customer's sole remedy, credit Customer \$500 per each hour of delay beyond the Response Time toward the Retainer Amount up to a maximum of \$2,000. A 'Response' shall mean Cybereason's reply as to its availability to discuss the incident.

4. DFIR Requests

Response times will commence from the moment Cybereason receives Customer's request to response@cybereason.com. Cybereason will respond to Customer's request for engagement and the parties will schedule and conduct a scoping call. The parties (including, if applicable, their legal counsel) will execute a statement of work ("SOW") which will govern the agreed upon scope and fees.

5. Fees

Fees for services requested that exceed the Retainer Amount will be billed at the hourly rate as specified in the quote, order, or herein. Customer may opt to use or not use the prepaid Retainer Amount for any consulting services. Any amounts not used within 12 months of the execution hereto will expire without any further obligation of Cybereason therefor, save for the aforementioned rollover amount.

6. Invoicing & Payment

Cybereason will invoice Client the Retainer Amount upon execution hereof and upon each renewal. Payment is due within thirty (30) calendar days of the date of the invoice.

Client confirms that its signature of this SOW shall constitute its binding commitment to purchase and pay for the Services and that no additional purchase order is necessary. Any purchase order which may subsequently issued by Client is for its convenience.