

**PROFESSIONAL SERVICES**  
**~~RAPID RESPONSE RETAINER~~**  
**STATEMENT OF WORK **ID TEST****  
**TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT**

This ~~Rapid Response Retainer~~ Statement of Work (SOW) is entered into between the entities identified as, respectively, Verizon and Customer in the related Service Order (SOF).

~~This SOW is made pursuant to the Professional Services Service Attachment (PSA) and is made part of the Agreement. All capitalized terms used but not expressly defined in this SOW have the meanings given such terms in the Agreement.~~

**1. PROJECT DESCRIPTION**

~~**of the Project.** This SOW defines the Project that Verizon will provide to Customer under the terms of the Agreement and forms the basis for the pricing in the SOF. Verizon will perform a Project at the Customer Sites identified in engagement letters entered into from time to time (the Engagement Letters) pursuant to the Engagement Letter process set forth below. The Service Commitment and Service Activation Date are shown in the SOF. For the purposes of this SOW, the Contract Year means each consecutive 12 month period during the Service Commitment and commencing on the Service Activation Date or its annual anniversary. The Agreement, and Engagement Letters constitute the entire agreement between the Parties with respect to the Professional Services and any Project and supersede all other prior or contemporaneous representations, understandings or agreements. The Project is limited to the services, Deliverables, documentation and conditions stated herein and in the Agreement.~~

**1.1 Professional Services.** ~~Verizon will provide Customer with the Rapid Response Retainer Professional Services at the either the Essential, Plus, or Premium level of service as indicated on the SOF. At this time, Premium is only available to Customers incorporated in the United States. Such Professional Services may be referred to generally hereafter as Rapid Response Retainer, Professional Services, or for a specific engagement, as a Project~~**General Scope of Work.** Verizon's Rapid Response Retainer service helps prepare for, reduce the response time of, reduce the impact of, and respond more effectively to a cybersecurity incident. The core of the Rapid Response Retainer provides response capabilities, including retained hours to use on assessments, health checks or incident response planning. The Rapid Response Retainer core service can be enhanced with Add-on capabilities which provide investigators with tools and means for even more effective and immediate access to data when an incident occurs. Verizon will provide Customer with the Rapid Response Retainer core services, and any of the Add-on capabilities indicated on the SOF.

**1.2 Rapid Response Retainer – Core Service.** The Rapid Response Retainer core service includes certain activities that utilize security consulting support hours (Hours) as requested by Customer using the Engagement Letter process, each described below**Scope of Work.** ~~This SOW describes the following Professional Services and procedures related to cyber security intelligence and Customer's preparation for, response to, and management of cyber security incidents. Certain activities will require security consulting support hours (Hours) and must be requested by Customer using the Engagement Letter process, each as described below. Some activities listed below are limited to certain service levels, as indicated.~~

- ~~Security Consulting Support;~~
- ~~Onboarding;~~
- ~~Project Initiation Process (Engagement Letters);~~
- ~~Cyber Incident Capability Assessments (each, an Assessment);~~
- ~~Incident Response Hotline Access;~~
- ~~Investigative Team Phone Support;~~

- ~~Cyber Reputation Response Center (Plus and Premium only);~~
- ~~Investigative Liaison;~~
- ~~Emergency Services;~~
- ~~Malcode Analysis;~~
- ~~Weekly Intelligence Summary and Monthly Briefings;~~
- ~~Core Intelligence Package (Plus and Premium only);~~
- ~~Actuation Package (Plus and Premium only);~~
- ~~Proactive Threat Hunting (Premium only);~~
- ~~Project Management; and~~
- ~~Service Level Agreement (SLA) Terms.~~

**1.2.1 Onboarding.** Within 10 days of the commencement of a Service Commitment, Verizon will send an email to Customer's point of contact (POC) requesting a date and time for a Rapid Response Retainer onboarding discussion. Onboarding will take place either in person, or via a conference call between Customer and Verizon. During the Onboarding session, Verizon will: (i) collect Customer contact information, (ii) collect the list of countries where Customer may need Services (as provided in the Project Delivery Countries section below) (the Country List); and (iii) collect any information required from Customer for registration into the Services which will include information required by any core services or Add-on capabilities ordered. Onboarding also includes:

- Review of Service components and the Engagement Letter process for requesting Services for a Project.
- Name of the Verizon designated investigative liaison contact, each as further described below.
- Escalation processes for Emergency Services.
- Customer selection of one Cyber Incident Capability Assessment (Annual Assessment) per twelve month period during the Service Commitment from the four available Annual Assessment options and requested schedule for delivery of the Annual Assessment. Verizon and Customer will agree on a time and location for the Annual Assessment. Following Onboarding, Verizon will forward Customer an Engagement Letter for Customer's execution containing the name of the Annual Assessment selected and agreed upon schedule.

Once the Onboarding process is complete, Customer will be able to order additional Services in addition to the Annual Assessment via the Project initiation process described below.

**1.2.2 Security Consulting Support.** Following Onboarding, Customer may order any of the Services described in this SOW or as described at the link shown below (the Professional Services Terms Link). The ordered Services will be provided with the number of Hours stated in an Engagement Letter. Customer may pre-purchase Hours at a discounted rate. Pre-purchased Hours must be used during the Service Commitment and will expire at the end of the Service Commitment term. The hourly rates for the Hours are shown in the SOF.

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~~1.2.2.1 With Rapid Response Retainer, Customer may order any of the Professional Services relevant to the service level it has ordered as described in this SOW or as described at the link shown below (the Professional Services Terms Link). The ordered Professional Services will be provided with the number of security consulting support Hours shown herein, or on an Engagement Letter, as applicable. The hourly rates for the Professional Service Hours are shown in the SOF. Customer may pre-purchase 100 Hours at the rates shown in the SOF.~~

- Professional Services Terms Link for U.S. Services:  
[http://www.verizonenterprise.com/external/service\\_guide/reg/cp\\_ps\\_plus\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/cp_ps_plus_toc.htm)
- Professional Services Terms Link for non-U.S. Services:  
[http://www.verizonenterprise.com/external/service\\_guide/reg/ps-plus-toc-2019DEC14.htm](http://www.verizonenterprise.com/external/service_guide/reg/ps-plus-toc-2019DEC14.htm)

**Onboarding.** (Requires 0 Hours)

~~1.2.1.2 Within 10 days of the commencement of a Contract Year, Verizon will send an email to Customer's point of contact POC requesting a date and time for an onboarding discussion. Onboarding will take place either in person, or via a conference call between Customer and Verizon.~~

~~1.2.1.3 During the initial Onboarding session, Verizon will: i) collect Customer contact information, ii) collect the list of countries where Customer may need Professional Services (as provided in the Project Delivery Countries section below) (the Country List) to be documented in a Country List Schedule; and iii) collect any information required from Customer for registration into the Professional Services. Further, Verizon will review the Professional Service components and the Engagement Letter process for requesting Professional Services for a Project and provide Customer with the name of the Verizon designated investigative liaison, each as further described below. Verizon will provide details related to escalation processes and access to the Verizon portal for uploading Customer files as required. During each Onboarding session, Customer will select one cyber incident capability Assessment from the four available Assessment options and provide its requested schedule for delivery of the Assessment. Verizon and Customer will work together to determine a time for the Assessment that is reasonable for both Parties. Following Onboarding, Verizon will forward Customer an Engagement Letter for Customer's execution containing the name of the Assessment selected and mutually agreed upon schedule. Additionally, once the Onboarding process is complete, Customer will be able to order Professional Services in addition to the Assessment via the Project initiation process as described below.~~

**1.2.2 Project Initiation Process (Engagement Letters).**

~~1.2.3 After the Onboarding process is complete, when Customer wishes to request a Professional additional Services, Customer will contact the Liaison Verizon or by calling the Hotline, and initiate the Professional Service via an Engagement Letter as specified herein.~~

~~1.2.4 The scope of each Engagement Letter will be agreed upon on a case-by-case basis. The Project initiation process takes an average 3 hours during which Verizon will define and Customer will agree upon the Project objectives, scope of work, Customer Sites, number of hours to complete and expected Deliverables.~~

~~1.2.5 When Customer orders a Project, Verizon will provide an written Engagement Letter that describes the Project requested, methodologies to be used in performance of the requested Project, the hourly rate to be used from the Customer SOF, and for non-Emergency Services, the number of Hours required to complete the requested Project that is developed on a call with Customer. Additional or changed Project Hours will require an amended Engagement Letter.~~

~~1.2.6 1.2.3 All Engagement Letters will be in writing and follow the format of the template shown at the Professional Services Terms Link. Customer must sign the Engagement Letter prior to any Project being performed. The signed Engagement Letter will become part of the Agreement. Any changes to an Engagement Letter require an amended and executed Engagement Letter. -In the event of a conflict between the terms and conditions of the Agreement, the order of precedence shall be: the SOF, the Master Terms, the PSA, the Master Terms, the SOW, and then the Engagement Letter.~~

**1.2.7 Cyber Incident Capability Assessments.** (Initial Assessment, as defined below, requires 0 Hours and subsequent Assessments use Hours as required)

~~1.2.8 An Engagement Letter is required for an Annual Assessment. Rapid Response Retainer core service includes a choice of one of the Annual Assessments listed below, to be delivered during each twelve month period (Contract Year) of the Service Commitment, which Customer may choose during the Onboarding session or during subsequent discussions, as part of the Rapid Response Retainer core service. Customer may choose additional assessments using Hours as required by such assessment. If Customer does not want one of the four available Annual Assessments as part of the core service, Customer may request an alternate Service (as offered pursuant to this SOW), equivalent to no more than 40 Hours of support. The Annual Assessment choice is available for selection during the relevant Contract Year and must be ordered by Customer within 90 days of the end of the Service Commitment~~

term. Annual Assessments expire at the end of the Service Commitment term. The Annual Assessment may be rescheduled or delayed for Emergency Services.

~~1.2.91.2.4~~ The following cyber incident capability assessments are available. Customer may select one of these Assessments during each Onboarding session for zero Hours, (the Initial Assessment), with subsequent Assessments using Hours as required by the Assessment. The Engagement Letter will describe the specific scope and Deliverables for each of the Annual Assessment options below. The Annual Assessments choices below are described at the Professional Services Terms Link.

- Executive Breach Simulation;
- Cybersecurity First Responders Training Course;
- Incident Response Readiness Plan Assessment; or
- Network Health Checks.

~~1.2.10~~ **Incident Response Hotline Access.** ~~(Requires 0 Hours)~~

~~1.2.5~~ Verizon will provide a toll-free telephonic support number ~~to Customer~~ that is available 24x7x365 (~~the Incident Response~~ Hotline). The ~~Incident Response~~ Hotline is to be used by Customer when Customer has a security incident and requires Rapid Response Retainer support. Upon calling the ~~Incident Response~~ Hotline, a Verizon representative will log the Customer's information and reason for the call, and will engage the next level of phone support.

~~Depending on the nature of the issue, Customer may get a response from the Investigative Team or, for Plus and Premium Customers with a cyber-reputation issue, the response will come from the Cyber Reputation Response Center.~~

~~1.2.11~~ **Investigative Team Phone Support / Remote Support.** ~~(Uses Hours as required)~~

~~1.2.6~~ When Customer calls the ~~Incident Response~~ Hotline, with a suspected security incident, a member of Verizon's investigative team will return the Customer's call within the 3-three hour SLA to get more information related to the security incident. If the call requires a Project to be initiated, the investigative response team member will define the scope of the Project in an Engagement Letter and schedules the Project for delivery as required.

~~1.2.12~~

~~Cyber Reputation Response Center. (Uses Hours as required) (Plus and Premium only)~~

~~When a Plus or Premium Customer calls the Incident Response Hotline with a suspected cyber-reputation issue with anomalies or a suspected network compromise that requires cyber intelligence support, the Verizon cyber reputation response intelligence analysts will return the Customer's call within the 3 hour SLA to get more information related to the security incident. During the return call, the Verizon intelligence analyst will work with the Customer to gather relevant information. If applicable during the return call, Verizon may perform quick telemetry search and analysis on the Verizon Threat Research Advisory Center database, or other database, based on any of the following items to look for indicators of compromise:~~

- ~~Domain name~~
- ~~IP address~~
- ~~Email address~~
- ~~File hash~~
- ~~Registry key~~
- ~~Malware name~~
- ~~URL~~
- ~~Bad actor name~~
- ~~Campaign name~~

~~The results of a call to the Cyber Reputation Response Center will be communicated via phone only. If Customer would like written deliverables, reports (collectively Cyber Reputation Response Center Deliverables) or additional support, Verizon and Customer will detail the request in an Engagement Letter at the hourly rates identified in the SOF.~~

~~1.2.25 Investigative Liaison. (Requires 0 Hours)~~

~~1.2.7~~ Verizon will provide an investigative liaison (Liaison) who will provide Customer with a consistent interface to Verizon's investigative response team. The Liaison will serve as an ~~an alternate~~ contact point for non-emergency response questions or issues regarding the Rapid Response Retainer service, to the Hotline, and in ~~most~~some cases ~~will~~may directly contribute to the delivery of ~~Professional~~ Services for Customer's reactive emergency response and proactive incident response consulting engagements.

~~1.2.8 Intelligence Summaries.~~ Verizon will email Customer POCs with Verizon's research, investigations, solutions, and knowledge intelligence, which may include communications, such as weekly intelligence summaries and monthly intelligence briefings (phone and web conference).

~~1.2.9 Project Management.~~ Verizon will be responsible for managing the Project change control process. Should the Project's requirements change during the course of a Project, Verizon will ensure that any modifications to scope, budgeted number of Hours and schedule are appropriately documented in an amended Engagement Letter.

### 1.3 Rapid Response Retainer – Emergency Services

~~1.2.26 Emergency Services. (Uses Hours as required)~~

~~1.3.1~~ An Engagement Letter is required for Emergency Services and uses Hours as applicable.

~~1.3.1.1~~ **On Site Response with In-Transit SLA.** When the Parties agree that a member of Verizon's investigative response team must travel to a Customer Site, the Verizon investigative response team member will be "in-transit" to the Customer Site within 24 hours of (a) Customer's execution of the Engagement Letter and (b) Verizon's procurement of all required travel documentation and Customer's approval if required. "In-transit" means the investigative response team member is traveling to the Customer Site. The in-transit SLA clock begins when (a) and (b) are both complete and stops when the investigative response team member is in-transit. Verizon's investigative response ~~team~~ phone support is available while the investigative response team member is in-transit.

~~4.2.26.1.3.1.2~~ **Emergency Services Phases.** Emergency Services are provided in 2 phases, Incident Response and Forensic Analysis, as described in more detail at the Professional Services Terms Link. Customer and Verizon will determine which of the phases are required for an Emergency Services Project.

~~1.2.27 Malcode Analysis. (Uses Hours as Required)~~

~~1.2.28~~ An Engagement Letter is required for ~~m~~Malcode aAnalysis and uses Hours as applicable.

~~1.3.2~~ Malcode Analysis provides analysis of files that Customer suspects might be malicious. Malcode aAnalysis is described in more detail at the Professional Services Terms Link.

~~1.3.2.1~~ **Malcode Analysis SLA.** Within 24 hours of receipt of a signed Engagement Letter and Customer's suspect files received at the Verizon server, Verizon will perform an analysis of the files and provide Customer with the Malcode Analysis Report. If additional analysis is required after the first 24 hours, Verizon will continue with the service as described in the Engagement Letter.

~~4.31.4~~ **Rapid Response Retainer – Add-on Capability.** As an enhancement to the Rapid Response Retainer core services, Customer may order any of the following Add-on capabilities in the SOF. Each Add-on capability below is described at the Professional Services Terms Link.

- Network Telemetry Analysis;
- Dark Web Hunting;
- Endpoint Telemetry Analysis;
- Backbone NetFlow Collection.

## 2. SUPPLEMENTAL TERMS



**2.1 Service Commitment.** The Service Commitment is for a 12 month term, 24 month term, or, 36 month term, as identified on the SOF.

**2.2 Service Level Agreement Terms.** The Services listed below have SLAs. If Verizon fails to meet the respective SLA, Customer's sole and exclusive remedy shall be a credit of an additional five Hours of security consulting support, which may be used within Service Commitment term. An SLA remedy will be documented in an Engagement Letter showing the increase in the Hours at no additional cost to Customer. The SLAs are described above for the following Services:

**~~2. Weekly Intelligence Summary and Monthly Briefings.~~** (Requires 0 Hours)

~~Verizon will email the Customer personnel identified at the Onboarding meeting with Verizon's research, investigations, solutions, and knowledge (RISK) intelligence, which may include communications, such as weekly RISK intelligence summaries (INTSUM), and monthly RISK intelligence briefings (phone and web conference). Collectively, the INTSUM and monthly briefings are referred to herein as Intelligence Summaries.~~

**~~4.0.0 Core Intel Package.~~** (Uses Hours as Required) (Plus and Premium only)

**~~5.0.0.0 Cyber Brand Intelligence.~~** ~~Verizon will research the dark web and clear web of the Internet for Customer's keywords and indications of the theft or misuse of Customer information related to the keywords (Cyber Brand Intelligence or Research). Verizon will perform Research on up to 15 keywords on a daily basis and use cases and context related to the key words (e.g., telemetry) provided by Customer. Customer may order Research on additional keywords in block of 10 by signing a SOF. Customer may contact its Liaison to substitute keywords at any time. Cyber Brand Intelligence Deliverables include a weekly report on status and immediate notification for any high risk findings (Research Deliverables). Verizon will provide the relevant elements of the text discovered upon request to the Liaison. Additional Research or analysis performed Research findings may be requested by an Engagement Letter at the hourly rates identified in the SOF.~~

**~~7.0.0.0 Cyber Intelligence Reports.~~** ~~In addition to the Intelligence Summaries, from time to time, Verizon will email the reports listed below to the Customer personnel identified at the Onboarding meeting, as well as other ad-hoc reports (collectively, with the Intelligence Summaries, the Intelligence Reports) produced by Verizon's RISK intelligence team and/or compiled by other intelligence sources for distribution to Verizon's Customers.~~

- ~~• Scam Update~~
- ~~• Hype or Hot~~
- ~~• Attack Summary~~
- ~~• Threat Bulletin~~
- ~~• DarkNet Report~~

~~— Customer may also request unique, periodic, or one-off reporting specific to the Customer's vertical or risk profile (Custom Intelligence Reports). Custom Intelligence Reports may contain specific attack patterns, gaps, vulnerabilities, and methodologies that are specific to Customer's industry and other considerations specific to Customer. Additionally, Custom Intelligence Reports can focus on Customer's capabilities to detect and defend against the identified industry specific attack patterns, gaps, vulnerabilities, and methodologies used by attackers, and provide recommendations (as required) to help Customer defend against the threats. Customer's request for Custom Intelligence Reports will be detailed in an Engagement Letter at the hourly rates identified in the SOF.~~

**~~16.0.0 Actuation Package.~~** (Uses Hours as Required) (Plus (with optional Network Sensor) and Premium)

**~~17.0.0.0 Collection methods.~~**

**~~18.0.0.0.0 Netflow Collection.~~** ~~Verizon will capture 30 consecutive days of netflows from the Verizon public IP network stemming from Customer IP address ranges listed in the Customer IP (CIP) schedule provided by Customer as requested by Verizon (the CIP Schedule). Upon Customer's request as defined~~

~~in an Engagement Letter, Verizon will analyze traffic patterns and telemetry related to Customer's identified CIP addresses to identify possible indications of unwanted activity.~~

~~**19.0.0.0 Incident Packet Analytics.** Verizon will ship 1 incident packet analytics network sensor (Network Sensor) to a Customer Site within the United States. The Network Sensor provides full packet capture and data warehousing to be remotely accessed from the RISK forensic labs to enable analyst usage. Such Network Sensor will be Service Equipment as provided in the Agreement. Verizon will provide instructions on how to install the Network Sensor on Customer's network. Verizon must verify Customer's configuration of the Network Sensor for remote access, proper ingress/egress, network visibility, and data integrity prior to any engagement for analysis. Customer will not have logical access to the Network Sensor or the data stored on the Network Sensor.~~

~~**20.0.0.0 Endpoint Protection.** Upon Customer's request, Verizon can assist with the analysis of relevant data from a Verizon approved and Customer obtained and implemented endpoint security software with remote access. Customer may make such request as part of an incident or periodic special network threat hunting exercise pursuant to an Engagement Letter, which will indicate the Hours to be required.~~

~~**22.0.0 Proactive Threat Hunting.** (Uses Hours as Required) (Premium only)~~

~~**23.0.0.0** Customer may request Verizon to detect suspicious or potentially malicious activity on Customer's network. Verizon will leverage the Actuation Package collection methods output to identify potential C2 (command and control) communications, indicators of compromise, and other suspicious or potentially malicious activity.~~

~~**24.0.0.0** Customer may choose from 2 proactive threat hunting packages:~~

~~**25.0.0.0** 25 hours of analysis per Network Sensor per month. Analysis may also leverage output from any of the collection methods described in the section above.~~

~~**26.0.0.0** 50 hours of analysis per Network Sensor per month. Analysis time may also be leverage output from any of the collection methods described in the section above.~~

~~**27.0.0.0** Each package includes a monthly written update on status (Threat Hunting Report) and Verizon will promptly report any critical finding via the communication method as established during Onboarding. All threat hunting activities are done during Business Hours.~~

~~**28.0.0.0** Additional support beyond the package parameters can be ordered by an Engagement Letter at the hourly rates shown in the SOF.~~

~~**Project Management.** (Requires 0 Hours)~~

~~Verizon will be responsible for managing the change control process. Should the Project's requirements change during the course of a Project, Verizon will ensure that any modifications to scope, budgeted number of hours and schedule are appropriately documented in an amended Engagement Letter.~~

~~**Service Level Agreement Terms.**~~

~~**33.0.0.0** The Professional Services listed below have SLAs. If Verizon fails to meet the respective SLA, Customer's sole and exclusive remedy shall be a credit of an additional 5 Hours of security consulting support, which may be used within a Contract Year. For any Project described in an Engagement Letter, Customer's SLA remedy will be limited to 5 Hours and must be used within a Contract Year. An SLA remedy will be documented in an Engagement Letter showing the increase in the security consulting support Hours at no additional cost to Customer. The SLAs are described above for the following Professional Services:~~

- ~~• Investigative Team Phone Support / Remote Support;~~
- ~~• Cyber Reputation Response Center;~~
- ~~• Emergency Services On Site In-Transit SLA; and~~
- ~~• Malcode Analysis SLA.~~

## **2.2.1 SLA Conditions.** The following conditions apply to SLAs:

- ~~• No SLA remedy will be due to the extent the SLA is not met because of any act or omission on the part of Customer, its contractors or vendors, or any other entity over which Customer exercises control or has the right to exercise control.~~

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- No SLA remedy will be due to the extent the SLA is not met because of a Force Majeure Event, as defined in the Agreement.
- No SLA remedy will be due to the extent the SLA is not met because of the amount of time delays caused by incorrect or incomplete information provided by Customer.

~~2.1 Deliverables and Documentation to be Produced by Verizon. Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms.~~

~~2.2 Deliverables provided as part of the Onboarding meeting will be in an escalation document that includes: i) the hotline number, ii) contact information for the Liaison, and iii) the Project initiation process with a sample Engagement Letter. Verizon will provide the server access process.~~

~~2.3 Verizon will provide the following Deliverables as required for Professional Services ordered pursuant to an Engagement Letter for a Project:~~

~~2.5.0 Deliverables as described in the individual Engagement Letters~~

~~2.6.0 Rapid Response Retainer Professional Services Deliverables described in the service descriptions at the Professional Services Terms Link~~

~~2.7.0 Research Deliverables~~

~~2.8.0 Cyber Reputation Response Center Deliverables~~

~~2.9.0 Intelligence Reports~~

~~2.10.0 Custom Intelligence Reports~~

~~2.11.0 Threat Hunting Report~~

## ~~2.3 Documentation to be produced by Customer and Customer Obligations~~

- Delivery of Professional Services by Verizon is dependent on Customer's performance of the following:

~~2.12.1 Customer IP Consents, Representations and Warranties. Customer consents to Verizon's scanning and monitoring of Customer IP (CIP) and associated network components, the collection, use, processing, analysis and disclosure to Customer POCs Customer's Internet traffic data, and the use of threat intelligence pertaining to CIP in an aggregated and anonymized form with Verizon's portfolio of security services. Customer agrees to provide all assistance as defined in the Agreement.~~

~~2.12.2 The following provisions relate to Professional Services that require a CIP Schedule or include a Network Sensor. For Professional Services requiring a CIP Schedule, Customer must provide a fully completed and executed CIP Schedule. Customer will go to the Professional Services Terms Link and download the CIP Schedule for completion and execution prior to commencement of a Project requiring a CIP Schedule and Verizon will confirm the IP addresses using public resources (e.g. ARIN, RIPE, APNIC, Google, etc.). Verizon will notify Customer of any IP address discrepancies and addresses which Verizon cannot confirm Customer's required ownership will not be collected. For Professional Services that include a Network Sensor, Customer understands that the Network Sensor will collect, analyze and provide reporting on data packets, traversing Customer's network to which such Network Sensor is attached.~~

~~2.12.3 Customer represents and warrants that: (i)~~

~~2.12.4 the Deliverables, documentation, and other information provided by Verizon in connection with the Professional Services requiring a CIP Schedule or a Network Sensor will be used solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use of public Internet service provided by Verizon;~~

~~2.12.5 the Customer provided list of Internet CIP addresses provided by the Customer in the CIP Schedule contains only IP addresses that have been assigned or allocated for the exclusive use of Customer and/or affiliates of Customer Affiliates over which Customer has control; and (ii)~~

~~2.12.6 2.3.1 it has informed and notified individual users (users include without limitation Customer's employees) and has obtained or will obtain all legally required consents and permissions from individual users of CIP users or Customer's network for Verizon's performance of the Professional Services. For Services that include a network sensor, Customer understands that the network sensor will collect, analyze and provide reporting on data packets, traversing Customer's network to which such network~~



~~sensor is attached. including without limitation the collection, use, processing, analyses, disclosure and transfer (including transfers to countries that may not have data privacy laws in place equivalent to the country in which the Customer is located) to Verizon of Customer's Internet traffic data; and~~

~~2.1.1.1. it has informed and notified individual users and has obtained or will obtain all legally required consents and permissions from individual users of CIP or Customer's network to monitor their IP addresses and Customer network data and use threat intelligence developed from such IP addresses and Customer network data for the purpose of preventing abusive, fraudulent, or unlawful use of or access to Customer's information, systems and applications.~~

~~2.1.2 Customer shall indemnify Verizon and Verizon affiliates, and Verizon's associates, officers, directors, employees, agents and partners (collectively, Verizon PS Indemnitees) from and against all losses, damages, costs and expenses (including allocable costs of in-house counsel and other legal fees) associated with any claims, suits, judgments, settlements, investigations, fines, consent decrees, requests for information, or other dispute resolution, enforcement, regulatory or legal proceedings or actions of any kind, including actions by individual users or other third parties, suffered or incurred directly or indirectly by Verizon PS Indemnitees from or arising out of Customer's breach of any of the representations and warranties immediately above.~~

~~Customer acknowledges that the Deliverables, documentation, security analyses and insight, and other information provided by Verizon in connection with Professional Services requiring a CIP Schedule or a Network Sensor (Net Intel Information) are highly sensitive and that the obligations in this provision supplement and do not conflict with other terms in its Agreement. Customer will disclose Net Intel Information only to Customer employees with a "need to know" for purposes set forth in the Customer representations and warranties above and who are bound to confidentiality obligations at least as restrictive as those set forth in the Agreement. In no event may Customer use lesser efforts to protect Net Intel Information from use or disclosure not permitted under the Agreement than it uses to protect its own highly-sensitive confidential information, or less than reasonable efforts.~~

~~2.1 Customer will provide site authorization documentation as required.~~

~~2.1 Customer will designate a POC who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.~~

~~2.1 Customer will provide Verizon all necessary approvals in a timely manner.~~

~~2.1 Customer has all rights and authority required, and is solely responsible for, any keyword that it has provided to Verizon for Cyber Brand Intelligence research or otherwise.~~

~~2.1 Customer is responsible to provide network visibility to the Network Sensor as required for the related Professional Services. Customer is responsible for the on-site installation of the Network Sensor and relevant network configuration to allow the collection of data packets as well as provide proper remote access to Verizon as required for the related Professional Services.~~

~~2.1 Customer will provide Verizon with copies of all configuration information, log files, intrusion detection events, and other forensic data relevant to the incident and its analysis, as required.~~

~~2.1 Customer will manage the collection and dissemination of all information regarding an incident with Customer technical and managerial personnel, Customer legal and public relations departments, other organizations within Customer's enterprise, and other companies or business partners, as required.~~

~~2.1 Customer is responsible for the decision to implement (or not to implement) any recommendations and the results achieved from such implementation.~~

~~2.1 Customer is responsible for the implementation of any changes under this SOW to applications or devices managed by Customer or Customer's service providers.~~

~~2.1 Customer is responsible for the actual content of any data file, selection, and implementation of controls on its access and use, and security of stored data.~~

~~2.1 Unless otherwise required (e.g., by Payment Card Industry requirements), Customer is responsible for all notifications to outside parties, including law enforcement, of the results of the Professional Services.~~

~~2. **Assumptions.** Delivery of the Professional Services by Verizon is predicated on the following assumptions and conditions:~~

- ~~2.2 Customer retains responsibility for any coordination of the Professional Services to be performed at a business partner location.~~
- ~~2.2 Customer retains responsibility for travel expenses as provided in the Professional Services Attachment and the SOF.~~
- ~~2.2 Verizon and Customer must complete the Onboarding process before Customer orders Professional Services.~~
- ~~2.2 Notwithstanding the PSA, hours in which Emergency Services will be provided will be agreed by the Parties at the time the Emergency Service is performed.~~
- ~~2.2 Devices and software required for the Professional Services must be installed and available as required.~~
- ~~2.2 **Permitted Use.** If a Professional Service involves data that is subject to the Payment Card Industry (PCI) Security Standards Council (the PCI Council) requirements on Customer, Verizon shall have the right to disclose the results of the Professional Services (including any report of compliance, working papers, notes and other information) to the PCI Council and other parties as required under the PCI Forensic Investigator (PFI) Program Guide and the qualified security assessor (QSA) Validation Requirements (Supplement for PCI Forensic Investigators) promulgated by the PCI Council. Copies of the PCI Council's current standard PCI Forensic Investigator Program Guide and QSA Validation Requirements (Supplement for PCI Forensic Investigators) are available on the PCI Council's website (see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)).~~
- ~~2.2 Certain Professional Services include the infiltration and search of illicit marketplaces, forums, and chat areas associated with fraud and the purchase and sale of items including payment card data and loyalty cards. However, due to the nature of the Internet, there can be no guarantee that Research will discover any of Customer's data even if such data has been compromised and Verizon provides no warranty related to such Research. Further, Deliverables based on such Research or Research Deliverables, Intelligence Reports, or Custom Intelligence Reports are prepared with a reasonable standard of care and diligence, however, given the nature of the substance of the reports Verizon offers no warranties or guarantee of any kind for such substance.~~
- ~~2.2 At the conclusion of the Service Commitment, Verizon will discontinue data collection on the Network Sensor and remotely wipe data from the Network Sensor. Verizon will provide packaging and a prepaid and insured shipping label so that Customer can de-install the Network Sensor, pack it for shipment, and return it to Verizon within 30 days of the completion of the Service Commitment. Verizon will invoice the replacement cost for Network Sensors not returned within such 30 day period.~~

**2.3.2 Project Delivery Countries.** Verizon will only ~~deliver a Project within Customer Sites~~perform Services in the countries ~~indicated listed~~ by Customer in the Country List provided by Customer during initial Onboarding.

~~Customer modifications to the countries selected in the Country List must be done pursuant to the Professional Services Attachment change order process. Notwithstanding the Country List, Verizon reserves the right to decline a Customer request to provide Professional Services at any Customer Site if, in Verizon's sole discretion: 1) the location or country is unsafe for Verizon personnel; 2) applicable tax laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or 3) Verizon is unable to obtain a visa, entry permit, or similar authorization, where required.~~

**2.12.7 Projects Delivered in India.** Specifically as it relates to requests by Customer for Professional Services for locations in India, the following shall apply:

~~2.12.8~~ Professional Services performed for Customer locations in India shall be ordered separately with Verizon Communications India Private Limited. All ~~security consulting support~~ Hours incurred in India shall be invoiced by Verizon Communications India Private Limited directly to Customer, pursuant to the terms of a Rapid Response Retainer India Service Order Form, ~~the form of~~ which can be found at the Professional Services Terms Link.

**2.3.3** Any Hours, or SLA Hours, included in this SOW, if any, will not be available for use in India.

**2.3.4 Customer Notices.** Unless otherwise required (e.g., by Payment Card Industry requirements), Customer is responsible for the collection and dissemination of all information regarding an incident and Rapid Response Retainer service does not include nor provide notification services.

**2.3.5 Payment Card Industry Project.** If a Service involves data that is subject to the Payment Card Industry

(PCI) Security Standards Council (the PCI Council) requirements, Verizon shall have the right to disclose the results of the Services (including any report of compliance, working papers, notes and other information) to the PCI Council and other parties as required under the PCI Forensic Investigator (PFI) Program Guide and the qualified security assessor (QSA) Validation Requirements (Supplement for PCI Forensic Investigators) promulgated by the PCI Council. Copies of the PCI Council's current standard PCI Forensic Investigator Program Guide and QSA Validation Requirements (Supplement for PCI Forensic Investigators) are available on the PCI Council's website (see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)).

2.3.6 **Recommendations.** Customer is responsible for the decision to implement (or not to implement) any recommendations. Verizon is not responsible for the results achieved from any Customer implementation.

### **3. FINANCIAL TERMS**

3.1. **Rates and Charges.** Customer will pay an annual recurring charge as set forth in the SOF. Travel and expenses will be billed as provided in the PSSA, this SOW, and the SOF.

3.2. **Project Charges.** For additional Projects or Services provisioned under this SOW, Customer will be invoiced on a time and material basis at the rate identified on the Engagement Letter, and at the rates listed in the SOF.