BlackBerry | Security Services

CylanceMDR™ Pro

Managed Extended Detection and Response Services

Program Description

("CylanceMDR Pro" or "Project") (CylanceMDR Pro SKU: "MDR.PRO.SD")

> This document provides a general description of the services to be provided. BlackBerry reserves the right to periodically change information in this document; however, such changes will only apply to services contracted for after such change is made. For the purposes of this Program Description, "Customer" means the entity receiving the services.

CylanceMDR Pro

1. DEFINITIONS

Capitalized terms not defined in this Program Description or in any of the Appendices attached hereto shall have the meaning ascribed to them in the Agreement. In addition, the following definitions shall apply:

- "**CylanceMDR Pro Solution**" includes: (a) delivery of the BlackBerry services described herein, including the Onboarding Services, Managed XDR Services, Threat Hunting Services, Reporting Services, and Advisory Services (all as defined below) (collectively, referred to as the "**CylanceMDR Pro Services**"); and (b) access to and use of the CylanceMDR platform (the "**CylanceMDR Platform**").

- "**Customer**" means the entity entitled to receive the CylanceMDR Pro Solution identified in the relevant order.

- "**Managed BlackBerry Software**" means CylancePROTECT and CylanceOPTICS*, together with CylanceGATEWAY if purchased by Customer as an additional add-on.

  * CylancePROTECT may also be referred to as CylanceENDPOINT Standard. CylancePROTECT + CylanceOPTICS may also be referred to as CylanceENDPOINT Advanced.

- "**Third Party Items**" means the Third Party Items (as defined in the BBSLA), but, for the purposes of this Program Description, only to the extent such Third Party Items have been separately licensed by Customer from the relevant third party licensor and BlackBerry has identified that such Third Party Items may be used in conjunction with CylanceMDR Pro. For clarity, Third Party Items shall not form part of, be deemed as, or otherwise constitute a BlackBerry Solution (as defined in the BBSLA).

- "**Third Party Supplier**" means the third party owner or licensor of a Third Party Item (i.e., not BlackBerry or any of its Affiliates).

2. APPLICABLE AGREEMENTS

The CylanceMDR Pro Services are subject to the terms and conditions of the BlackBerry Professional Services Agreement ("**PSA**" or "**Professional Services Agreement**"). Access to and use of the Managed BlackBerry Software and the CylanceMDR Platform are subject to the terms and conditions of the BlackBerry Solution License Agreement ("**BBSLA**"). The PSA and BBSLA can both be viewed at www.blackberry.com/legal, and are collectively referred to as the "**Agreement**".

3. CYLANCEMDR PRO SERVICES

A. Summary of the CylanceMDR Pro Services.

CylanceMDR Pro provides a 24x7x365 managed extended detection and response offering in which CylanceMDR analysts monitor and manage Customer threats using the CylanceMDR Platform (including email and web interactions) and closed-loop communications with direct phone access to CylanceMDR analysts. CylanceMDR analysts help Customer navigate incidents and provide regular updates on overall threat prevention status. In addition, CylanceMDR Pro provides Customer with the following: (a) monthly reporting; (b) advanced threat intelligence analysis, and (c) incident response and forensic services set out in Appendix A ("**Incident Response Services**"). CylanceMDR Pro includes monitoring, analyzing, and responding to data log feeds from CylancePROTECT, CylanceOPTICS, and CylanceGATEWAY (to the extent Customer has purchased such Managed BlackBerry Software). CylanceMDR Pro also supports monitoring, analyzing, and responding to data feeds from certain Third Party Items.**

B. Detailed Description of CylanceMDR Pro Services

CylanceMDR Pro Services will be delivered in the following two phases:

1.   Phase One (Onboarding Phase):

(i)   **CylancePROTECT and CylanceOPTICS Onboarding Services**: For customers of CylancePROTECT and CylanceOPTICS with devices that are new to the CylanceMDR Pro Solution, BlackBerry will provide the onboarding services set out in Appendix B ("**Onboarding Services**").

(ii)   **Third Party Items Onboarding Services****:

(a)   For customers using certain Third Party Items with devices that are new to the CylanceMDR Pro Solution, BlackBerry will provide the following onboarding services ("**Third Party Items Onboarding Services**"):

   a.   BlackBerry will configure the CylanceMDR Platform to ingest data from API-based connectors or from streaming log sources via protocols (e.g., syslog), and/or to receive telemetry from certain Third Party Items based on optimal configurations for use with the CylanceMDR Pro Solution.

   b.   BlackBerry will conduct weekly update meetings with Customer to validate the deployment and configuration of certain Third Party Items to ensure continuity and to avoid delays or interruption to the onboarding process.

   c.   BlackBerry will develop and deliver operational reports to Customer, which reports may include information pertaining to BlackBerry's acceptable security configuration settings, policies, zones, and other aspects of the deployment and configuration of certain Third Party Items (as appropriate).

   d.   BlackBerry may establish connections with certain Third Party Items through APIs and/or other connectors to trigger actions to remediate or stop threats or a security incident ("**Remediation Actions**"). These Remediation Actions will run from the CylanceMDR Platform to the Third Party Items through APIs and/or other connectors. Customer is required to inform BlackBerry if such Remediation Actions are not permitted either by Customer and/or any Third Party Supplier, and/or if prior authorization from Customer and/or any Third Party Supplier is required prior to undertaking any Remediation Actions. Notwithstanding the foregoing, Customer understands that it fully responsible for obtaining any and all disclosures, consents, or approvals that may be required by any Third Party Supplier for BlackBerry to take Remediation Actions.

(b) In order to perform the foregoing Third Party Items Onboarding Services, BlackBerry may request Customer to install agents on Customer's networks to collect logs from on-prem log sources. BlackBerry will provide to Customer the agent software, and Customer will be responsible for installing the agent software and maintaining the agent software throughout the Term. Customer shall be responsible for providing and ensuring continuous network connection to the agent software to enable the CylanceMDR Platform to communicate with such agent software.

Note: Installation, deployment, optimization, and fine tuning of Third-Party Items are not included as part of CylanceMDR Pro Services.

Customer will not proceed to Phase Two (Management Phase) until the applicable Phase One (Onboarding Services (if any) and Third Party Items Onboarding Services) are deemed by BlackBerry to have been completed.

2.   Phase Two (Management Phase):

The following CylanceMDR Pro Services are provided during Phase Two:

(i)   Managed Extended Detection and Response Services ("Managed XDR Services"):

- **Management**: BlackBerry will manage policy settings on the CylanceMDR Platform in order to facilitate response readiness.
- **Extended Detection and Response**: Alerts generated by security events from the Managed BlackBerry Software (if any) and certain Third Party Items** will be detected, triaged, researched, and responded to in accordance with the approved actions.
- **Service Level Objectives**: The service level objectives for the Managed XDR Services are available upon request or may be located in Customer's MyAccount portal.

(ii)   Threat Hunting within Customer Environment ("Threat Hunting Services"):

- BlackBerry will, on an ongoing basis, collect artifacts and information within Customer's environment in order to facilitate hunting of potential security threats.
- Should a security threat be identified, BlackBerry will inform Customer of these findings.
- BlackBerry will communicate with Customer via telephone, email, and/or the CylanceMDR Platform.

(iii)   Reporting Services ("Reporting Services")

- BlackBerry will provide as a Deliverable a monthly report covering a high-level summary of the prevention status and information pertaining to the previous month's security incidents.

(iv)   **Advisory Services ("Advisory Services"):**

- **CylancePROTECT and/or CylanceOPTICS Advisory Services**: BlackBerry will provide ongoing quarterly advisory services, which include configuration and fine tuning services for customers that have purchased subscription licenses to CylancePROTECT and/or CylanceOPTICS, set out in Appendix C (CylanceMDR Advisory Services).

- **Third Party Items Advisory Services****: BlackBerry will provide one (1) or more of the following advisory services for certain Third Party Items during quarterly check-ins:

  - Health Check Review
    - Report card review with associated recommendations to identify drift from optimal settings
    - Advanced Settings, Audit, and Recommendations
  - Audit and recommendations
    - Upgrade recommendations and guidance

4. DURATION

Access to and use of the CylanceMDR Platform and the delivery of the relevant CylanceMDR Pro Services shall continue for the duration of the license term of the CylanceMDR Pro Solution specified in the relevant order (the "**Term**").

5. LIMITATIONS AND EXCLUSIONS RELEVANT TO DELIVERY AND USE OF THE CYLANCEMDR SOLUTION (INCLUDING THE CYLANCEMDR PRO SERVICES)

- ** BlackBerry will identify to Customer the Third Party Items that may be used in conjunction with CylanceMDR Pro. The parties will work collaboratively together to agree on the data that will be ingested and the telemetry that will be sent to the CylanceMDR Platform from such Third Party Items. Customer shall obtain all requisite authorizations and consents, including from any Third Party Suppliers, and take any necessary actions in order for BlackBerry to configure the CylanceMDR Platform to ingest data from API-based connectors or from streaming log sources via protocols (e.g., syslog), and/or to receive telemetry from certain Third Party Items. Customer understands that to the extent the requisite authorizations are not obtained and/or to the extent BlackBerry cannot establish the necessary connections to receive the requisite telemetry from such Third Party Items, then BlackBerry will not be able to monitor, analyze, and respond to data feeds from such Third Party Items.

- Licenses to the Managed BlackBerry Software and any Third Party Items must be purchased separately.

- BlackBerry is not responsible for the installation, deployment, configuration, optimization, fine tuning, integration, or validation of any Third Party Items.

- Timelines agreed by BlackBerry are best estimates only and may be subject to reasonable change(s).

- BlackBerry services that are not expressly included (e.g., BlackBerry's physical containment, memory forensics, data exfiltration analysis, network forensics offerings, etc.) are out-of-scope and must be purchased separately.

- BlackBerry shall not be liable for any deficiency or failure in performing the CylanceMDR Pro Services described herein if such deficiency or failure results from circumstances that are beyond its reasonable control, including any third party actions or any changes or updates to the Third Party Items that may impact the receipt of log feeds or telemetry from Third Party Items.

- BlackBerry shall not be liable for any deficiency or failure in performing the CylanceMDR Pro Services described herein if such deficiency or failure results from Customer's failure to comply with its obligations and responsibilities under this Program Description, the Agreement, or Customer's failure to provide access to personnel, systems, information, or Third Party Items required for BlackBerry to perform CylanceMDR Pro Services. If Customer continues to fail to perform its obligations after three (3) notifications from BlackBerry, BlackBerry may be relieved of its obligations with respect to any CylanceMDR Pro Services that cannot be performed as a result of such Customer failure.

- Customer understands that Customer's non-compliance with, modifications to, and/or deviations from BlackBerry's acceptable security configuration settings (collectively, "**Non-Compliant Configurations**") can lead to potential vulnerabilities and reduced system efficiency, and/or may impact the detection and response capabilities that are provided by BlackBerry as a part of the CylanceMDR Pro Solution. Customer agrees that BlackBerry shall not be liable for any deficiency in performing the CylanceMDR Pro Services to the extent the deficiency results from Non-Compliant Configurations.

- CylanceMDR Pro Services only cover the management of log feeds from the relevant Managed BlackBerry Software (if any) and certain Third Party Items. Additional offerings may be purchased as add-ons, including additional services not contained in this Program Description.

- Customer understands and agrees that BlackBerry has no control over the functionality, delivery, use or performance of any Third Party Items, even those that are designed to interoperate with CylanceMDR Pro. Customer acknowledges and agrees that BlackBerry shall not be liable for any deficiency in providing the CylanceMDR Pro Services related to or arising out of any Third Party Items.

- BlackBerry may, on a monthly basis, monitor and audit Customer's use of CylanceMDR Pro. If Customer is found to have exceeded its authorized usage and/or access, Customer shall, among other things, pay to BlackBerry: (i) any additional amounts due to BlackBerry based on BlackBerry's then current price list and the number of endpoints used in excess of Customer's authorized usage and/or access; and (ii) interest on the amounts due to BlackBerry at the maximum rate permitted by law. Any refusal by Customer to provide requested information and/or or to promptly pay amounts found owing to BlackBerry as a result of such audit, shall be deemed to be a material breach of this Program Description and the Agreement.

6. CUSTOMER RESPONSIBILITIES

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

- Customer shall provide at least one Customer employee with sufficient experience in computer systems and network and project management to act as a liaison between Customer and BlackBerry for the duration of the CylanceMDR Pro Services ("**Point of Contact**").

- Customer is required to respond to requests to resolve any outstanding issues, including open alerts and potential false positives, within four (4) hours from when the alert was escalated to Customer by BlackBerry. In the event Customer fails to respond to all such requests from BlackBerry within four (4) hours from when the alert was escalated to Customer, the service level objectives and any warranties provided to Customer shall not apply and shall be deemed void.

- Customer shall ensure that any requisite disclosures, consents, or approvals for the monitoring of Customer's systems and Third Party Items shall be obtained by Customer in advance of any implementation or deployment of the CylanceMDR Pro Solution on such systems or access to or use of Third Party Items with the CylanceMDR Platform.

- Customer shall be responsible for network availability of Customer's systems at all times. Customer understands that lack of network readiness or access to specific files or other data may mean BlackBerry is unable to deliver the CylanceMDR Pro Services described herein or may otherwise affect the accuracy of the results, the performance of the Managed BlackBerry Software, the ability of BlackBerry to meet the service level objectives, and/or the data received from Third Party Items.

- Customer is responsible for acting on alerts and responding to escalated alerts and comments in a reasonable timeframe to resolve open alerts and create playbooks or filters to remove future false positives. A "reasonable timeframe" depends on the severity of the particular issue, but, regardless of the severity, in no event shall a reasonable timeframe be longer than three (3) business days from when an alert is escalated to Customer.

- Customer shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the CylanceMDR Pro Solution, including transmitting data that exceeds the Daily Data Limits set out in this section. "**Daily Data Limits**" means: (a) for customers with less than 2,500 CylanceMDR Pro endpoints, up to 50 GB of data per day may be sent to the CylanceMDR Pro Solution; (b) for customers with 2,500 to 5,000 CylanceMDR Pro endpoints, up to 100GB of data per day may be sent to the CylanceMDR Pro Solution; or (c) for customers with more than 5,000 CylanceMDR Pro endpoints, up to 200 GB of data per day may be sent to the CylanceMDR Pro Solution. In the event Customer is found to exceed the applicable Daily Data Limits, Customer shall use best efforts to work

with BlackBerry to reduce the amount of data sent to the CylanceMDR Pro Solution, which efforts may include updating configuration settings of certain Third Party Items and updating the types of data ingested from API-based connectors and streaming log sources.

- Customer is solely responsible for ensuring the following environmental failures do not negatively impact the CylanceMDR Pro Solution:

    o Service interruptions, deficiencies, degradations or delays due to any Customer supplied Internet or private access, whether provided by Customer or third parties engaged by Customer, or equipment, when provided by Customer or third parties engaged by Customer.
    o Failure or deficient performance of Customer-supplied power, equipment, services, systems, or Third Party Items not provided by BlackBerry ("**Service Dependency(ies)**").
    o Customer's failure to allow BlackBerry to test and/or repair components of the CylanceMDR Pro Solution as recommended by BlackBerry.
    o Any Non-Compliant Configurations on managed or unmanaged devices that affects the CylanceMDR Solution.
    o Any interruptions, deficiencies, degradations, or delays during a period when a Service Dependency is not available, including because of maintenance, replacement, or rearrangement.
    o Failure to provide a suitable secure environment for on-premise or hybrid devices, including, but not limited to, secure mounting/racking, appropriate cooling and air handling, premises secure from theft, loose wires bundled neatly, etc.
    o Service Dependencies that significantly impact event volumes. This applies to any assets which may affect the generation of and/or transmission capability of logs, and events or other activity which is monitored by BlackBerry for security alerts.

- Customer is responsible for providing BlackBerry with advanced notice regarding any network or server changes or outages that may affect the CylanceMDR Pro Solution environment. In the event advanced notice cannot be provided, Customer is required to provide BlackBerry with notification of changes within seven (7) calendar days of such network or system changes. This applies to any assets which may affect the generation of and/or transmission capability of logs, and events or other activity which is monitored by BlackBerry for security incidents. Unless otherwise specified, notification is completed by the submission or update of an inquiry ticket through the BlackBerry support portal for changes that will be implemented by Customer. For changes that must be implemented by BlackBerry, Customer must submit a policy change request ticket.

- Customer shall ensure any hardware requirements are met.

- Customer shall provide full and free access, remote or otherwise, to the system elements of Customer's system which are within scope, together with such information and assistance as is reasonably required by BlackBerry to enable it to perform its obligations under this Program Description.

- Customer shall 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 CylanceMDR Pro Services or for any other reason, howsoever caused.

- Unless expressly stated otherwise, Customer shall be responsible for restoring all data, operating and application software in the event of system failure or virus attack, regardless of the cause.

- Customer represents, warrants and covenants that it is authorised to act on behalf of the owner or licensee of, or are the authorised representative of an individual, business or other legal entity having contractual usage rights granted by any third party, including any Third Party Suppliers, internet service providers, or web hosts owning or licensed to use, any and all internet protocol addresses, or with respect to 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 authorised representatives of Customer in connection with Customer's use of the CylanceMDR Pro Services.

For clarity and notwithstanding anything else required of BlackBerry herein, if Customer fails or delays in its performance of any of the foregoing Customer responsibilities, including the Customer responsibilities set out in the Appendices attached hereto, and such failure or delay materially impedes BlackBerry's ability to perform its obligations, BlackBerry shall not be held responsible for any failure or delay in its performance or non-performance resulting from the same.

BlackBerry offers additional consulting and educational service offerings. To learn more about these offerings, please go to: https://www.blackberry.com/ca/en/services/blackberry-enterprise-consulting and https://www.blackberry.com/ca/en/services/blackberry-cybersecurity-consulting/overview.

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Appendix A
CylanceMDR Pro Incident Response Services

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CylanceMDR Pro Incident Response Services

Program Description

INTRODUCTION

For CylanceMDR Pro customers, BlackBerry will provide an incident response retainer aimed at assisting CylanceMDR Pro customers with responding to a suspected security incident ("**Incident Response Services**").

BlackBerry and Customer may be referred to collectively as the "**Parties**" and individually as a "**Party**".

Depending on the number of CylanceMDR Pro endpoints purchased by Customer, BlackBerry will provide Customer the corresponding number of hours ("**Hours**") to be used towards the Incident Response Services described in this Program Description (the "**Project**") as follows:

Total Number of CylanceMDR Pro Endpoints	Number of Incident Response Services Hours
1 to 999	20 Hours
1,000 to 4,999	40 Hours
5,000 and above	80 Hours

For customers that have purchased multi-year subscription licenses to CylanceMDR Pro, such customers are entitled to the number of Hours set out in the table above for each year of the multi-year subscription (e.g., customers that have purchased CylanceMDR Pro subscription licenses for 6,000 endpoints with a term of three years (or 36 months), will receive 80 Hours of Incident Response Services Hours each year during the three-year term, with each year of the subscription license term being a separate "**IR Services Contract Term**". For clarity, the 80 Hours must be used within each one-year period and cannot be rolled over to the next IR Services Contract Term.). Any Hours that are not utilized during the IR Services Contract Term or scheduled to be performed during the IR Services Contract Term shall be forfeited by Customer and are not refundable. The Hours must be used in blocks of at least twenty (20) hours each for any onsite Services. Remote Services must be used in an eight (8) hour minimum block.

Customer is eligible for a maximum of 80 hours in total of Incident Response Services during each IR Services Contract Term* under this Program Description. If Customer makes multiple purchases of CylanceMDR Pro on different Orders*, and/or has multiple subscription licenses to CylanceMDR Pro, Customer's combined total number of CylanceMDR Pro end points during the IR Services Contract Term will determine the number of hours of Incident Response Services Customer is entitled to.

   * If multiple Orders are placed, the IR Services Contract Term will be determined by the start date of the CylanceMDR Pro term set out in the first Order that is placed.

   ** Note that Orders may be directly with BlackBerry or through an authorized BlackBerry reseller.

BlackBerry will perform the following Incident Response Services (subject to an appropriate quantity of Hours being available):

   (1) **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.

(2) **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.

SERVICE LEVEL AGREEMENT

(a) **BlackBerry Incident Response Service Level Agreement**.

(i) **Obligation**. In the event Customer suffers a security incident and contacts BlackBerry by both e-mail (dlir@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.

(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 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 under this Program Description.

PROJECT MANAGEMENT

The Project may include an assigned BlackBerry project manager, selected by BlackBerry, to oversee all Project related tasks assigned to the Project ("**BlackBerry Project Manager**"). The Project management methodology may include the following tasks:

- pre-engagement questionnaire
- kick-off meeting
- periodic status meetings
- findings review meeting
- executive presentation and closeout meeting (upon request).

Any and all interactions with BlackBerry Project Manager(s) (if provided) are chargeable against the number of Hours and can include, but are not limited to, telephone calls, email responses and attending meetings.

DELIVERABLES

BlackBerry may produce the following deliverables, where applicable and subject to an appropriate quantity of Hours being available (each a "**Deliverable**" and collectively, the "**Deliverables**"):

- Periodic Status Reports

- Draft Report*
- Final Report*
  - Executive Summary
- Strategic Recommendation Roadmap
- Detailed Findings & Recommendation Tracking Spreadsheet
- Executive Presentation (upon request)
  - Includes a remote executive review of the results customised to meet Customer's needs

Where applicable

IR EXPIRY DATE FOR INCIDENT RESPONSE SERVICES

Any Hours not used by the end of the IR Services Contract Term ("**IR Expiry Date**"), as tracked and reported on by BlackBerry, shall be forfeited and no refunds or credits will be provided.

LIMITATIONS & EXCLUSIONS & ADDITIONAL TERMS AND CONDITIONS

a. This Project covers only the Incident Response Services expressly described in this Program Description.

b. All Incident Response Services under this Program Description will be performed remotely.

c. BlackBerry's ability to perform the Incident Response Services is subject to Customer fulfilling its responsibilities set out in this Program Description.

d. If made available, BlackBerry Project Managers are not allocated on a full-time basis to the Project.

e. BlackBerry is not responsible for the installation, configuration, or validation of any third-party software, tools, or utilities.

f. **Project Acceptance**. Notwithstanding the terms of the Professional Services 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 confirm 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.

CUSTOMER RESPONSIBILITIES

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

a. Customer is responsible for making the necessary arrangements to allow BlackBerry to perform the services.

b. 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.

c. Customer is responsible for ensuring any hardware requirements are met.

d. Customer is responsible for providing any requirements for screening or security clearance of key BlackBerry Project Managers (if provided) in advance of the Project start date.

e. All devices within the desired environment will be accessible via network connectivity and accessibility prior to the Project commencing.

f. Customer will identify a point of contact for Project.

g. Customer will provide BlackBerry with necessary documentation related to the Project.

h. Customer will provide BlackBerry with access to all necessary facilities and computer systems, as appropriate, to carry out the Incident Response Services.

i. Customer will schedule any interviews with the appropriate individuals as requested by the BlackBerry Project Manager.

j. 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.

k. Customer represents, warrants and covenants that it is authorised to act on behalf of the owner or licensee of, or are the authorised representative of an individual, business or other legal entity having contractual usage rights granted by any third party, including any Third Party Supplier, internet service provider, or web host owning or licensed to use, any and all internet protocol addresses, or with respect to 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 authorised representatives of Customer in connection with Customer's use of the Incident Response Services.

l. Customer shall provide at least five (5) business days' notice for the cancellation or postponement of any work already scheduled as part of the Project. BlackBerry reserves the right to charge fees to Customer for any time lost due to cancellation or postponement resulting from Customer not meeting their responsibilities as defined herein.

Note: The services described in this Program Description are subject to the terms and conditions of the Professional Services Agreement at https://www.blackberry.com/us/en/legal/professional-services-agreement ("**Professional Services Agreement**").

Appendix B
CylanceMDR Pro Onboarding Services

Onboarding Services

Program Description

INTRODUCTION

CylanceMDR Pro Onboarding Services is a software implementation and operationalization service, which are included as a part of the CylanceMDR Pro Services for customers that have purchased subscription licenses to CylancePROTECT and/or CylanceOPTICS ("**Onboarding Services**" or "**Project**"). The objective of the Onboarding Services is to configure and tune the various components of CylancePROTECT and CylanceOPTICS (also herein referred to in this Appendix B as the "**Managed BlackBerry Software**") to assist customers in achieving security benefits with minimal staff and system impacts.

RESPONSIBILITIES AND KEY AREAS OF FOCUS

The Onboarding Services proceeds through three (3) distinct phases that leverage BlackBerry's native Artificial Intelligence platform technology and the expertise of BlackBerry consultants ("**BlackBerry Consultants**"). The Onboarding Services begins with a kickoff meeting between the BlackBerry Consultant(s) and Customer to set objectives and to align the implementation teams.

The kickoff meeting includes the following (if applicable):

- Developing a preliminary Project plan and timeline.
- Reviewing options for deploying BlackBerry agent technology.
- Cylance management console installation and training.
- Tuning of CylancePROTECT and CylanceOPTICS to best practices and high fidelity detection rule sets.
- CylancePROTECT and CylanceOPTICS installation and advanced training.
- A briefing on best practices approaches for achieving the state of prevention.

Once agents are deployed on Customer's endpoints, the BlackBerry Consultant begins operationalizing CylancePROTECT and CylanceOPTICS by initiating a sequence of passive to active policy moves:

- **Passive move**. A BlackBerry Consultant enables a security control in scanning mode, captures and categorizes all resulting alerts, and then recommends actions to be taken for each alert.

- **Decision review**. A BlackBerry Consultant reviews findings and recommendations with Customer to ensure that only malicious files or activities are targeted for prevention decisions.

- **Active move.** A BlackBerry Consultant configures security policies in the Cylance management console that automates and enables the prevention decisions.

SERVICES STRUCTURE

The Onboarding Services includes the following sequenced phases to be delivered in agreement between Customer and the BlackBerry Consultant:

1. Planning
2. Deployment and Implementation
3. Training, Final Tuning and Reporting
4. Achieving the Acceptance Criteria and Service Expiry Date

The Onboarding Services phases are broken down as follows:

Project Phases	Task Description	Deliverable(s)
1. Planning	The BlackBerry Consultant will meet with Customer to launch the Project: • The BlackBerry Consultant and Customer will participate in one (1) or more planning meetings to identify Project scope (including, but not limited to, systems and software requirements, asset inventory and access requirements) and review prerequisites for software deployment and implementation. • Upon conclusion of the planning meetings, the BlackBerry Consultant will develop a Project plan and schedule, and a deployment task list, identifying and synthesizing feedback received from the required Customer stakeholders regarding topics, including but not limited to, systems and software requirements, asset inventory and access requirements. • Customer and BlackBerry will mutually agree to a configuration schedule and will use reasonable commercial efforts to adhere to it.	
2. Deployment and Implementation	This phase of the Project will include the following: • Customer will initiate and participate in the deployment plan. Customer will install the software on endpoints, leveraging a combination of native and custom deployment methodologies. o Note: The maximum number of systems BlackBerry is required to configure shall not exceed the number of CylanceMDR Pro Solution licenses purchased and deployed at the time BlackBerry is requested to initiate such configuration efforts. • The BlackBerry Consultant will manage the software implementation of deployed endpoints and tuning of software attributes based on Customer input and requested outcomes. • BlackBerry will configure the CylanceMDR Platform and the relevant Managed BlackBerry Software deployed on Customer's systems based on optimal configurations for use with the CylanceMDR Pro Solution. This effort will include optimization of the Managed BlackBerry Software attributes based on Customer's input, the Customer environment, and BlackBerry recommendations. Such efforts will also include configuration of the CylanceMDR Platform to support data log feeds from the relevant Third Party Items, as applicable. During the Planning Phase, Customer will advise BlackBerry of the systems that Customer plans to deploy. Once deployment of the relevant Managed BlackBerry Software and the relevant Third Party Item(s) are completed by Customer, Customer will request that BlackBerry initiate its assistance with configuration of the deployed Managed BlackBerry Software.	

Project Phases	Task Description	Deliverable(s)
	o Note: The Project scope covers the configuration of only one (1) tenant. In the event Customer utilizes or requires multiple tenants to manage the BlackBerry Managed Software, Customer will be required to make separate purchases for each tenant. • The BlackBerry Consultant will conduct weekly update meetings with Customer to validate the deployment and configuration of the Managed BlackBerry Software and/or Third Party Items (where applicable) to ensure continuity and to avoid delays or interruption to the onboarding. • BlackBerry will identify approved policies for the CylanceMDR Platform to facilitate management, detection, and response capabilities. BlackBerry will identify approved actions to be performed on behalf of Customer within the capabilities of the Managed BlackBerry Software, and develop customized filters, lists, feeds, or playbooks to be used within the CylanceMDR Platform.	
3. Training, Final Tuning and Reporting Phase	The BlackBerry Consultant will deliver a knowledge transfer session to Customer's Software Administrators, as identified by Customer. This knowledge transfer session will focus on: • Delivering up to a maximum of two (2) hours of training on use of the CylanceMDR Platform. • BlackBerry will manage and finalize its understanding of Customer's environment and complete the final configuration of the Managed BlackBerry Software attributes based on Customer's input and Customer's environment. • The BlackBerry Consultant shall manage and finalize the learning phase and tuning of software attributes based on Customer input and in preparation for the subsequent phase. • The BlackBerry Consultant will develop and deliver operational reports for configuration policies, settings, zones, and other aspects of the deployment and configuration of the Managed BlackBerry Software and Third Party Items (where applicable).	Operational reports
4. Achieving Acceptance Criteria and Service Expiry Date	The Project shall be deemed completed on the earlier of: (i) the Expiry Date, or (ii) the date when the Acceptance Criteria (as defined below) are met. • Unless otherwise mutually agreed in writing by the parties, the parties assume the following objective: "**Acceptance Criteria**" means: (a) an overall Report Card grade of ninety-five percent (95%) or better and (b) any additional criteria, including any recommended configurations, that BlackBerry deems reasonable and necessary to transition Customer from the "Onboarding Phase" to the "Management Phase" of CylanceMDR Pro.**	Report Card

Project Phases	Task Description	Deliverable(s)
	• The Report Card will reflect a weighted measurement, the relevant aspects of the implementation, including the handling of all malware and potentially un-wanted programs (PUPs), policy implementation, version control, and inventory status. ** Notwithstanding the foregoing, BlackBerry will deem the Project to be accepted and completed even if the Acceptance Criteria are not achieved in the event: (a) Customer configurations or functionalities restrict the ability to achieve the Acceptance Criteria, and/or (b) BlackBerry, after using commercially reasonable efforts, is not able to achieve the Acceptance Criteria by the Expiry Date. Customer will: • Complete the Project Acceptance Report and submit it to the BlackBerry Consultant within three (3) business days of the Project close as further detailed in the Professional Services Agreement.	

DURATION

Customer must use the Onboarding Services set out in this Program Description within ninety (90) days of purchase of the CylanceMDR Pro Solution ("**Expiry Date**"), as tracked and reported by BlackBerry. Any services not used by the Expiry Date, shall be forfeited and no refunds or credits will be provided. BlackBerry's ability to perform services is subject to Customer fulfilling the obligations set out below. A more detailed Project timeline will be confirmed during Planning Phase.

LIMITATIONS & EXCLUSIONS

a. This Project covers only the services explicitly described in this Program Description. Additional consulting work not contained in this Program Description is deemed out of scope.

b. Working time is defined as Monday to Friday (excluding local bank/statutory holidays), 9am-5pm, with a 60-minute break for lunch.

c. BlackBerry is not responsible for the installation of the Managed BlackBerry Software, and BlackBerry is not responsible for the installation, configuration, or validation of any Third Party Items.

d. Customer understands and agrees that, in connection with the delivery of the Onboarding Services described in this Program Description, BlackBerry will need to access and use the software on Customer's behalf and that such access and use may result in access, use and manipulation of Customer's systems, network and infrastructure, and that BlackBerry may operate the software, retrieve data or otherwise connect with Customer's network on Customer's behalf to implement and tune the software per Customer's instruction and as agreed to by the parties in order to perform the services.

e. The parties will agree upon a Project schedule, and each will use reasonable commercial efforts to meet the schedule. Notwithstanding the foregoing, the parties agree that the timelines recited are best estimates, and all timelines for deployment and implementation efforts outlined are estimates only and subject to unforeseen circumstances. Customer acknowledges that Customer's cooperation, access to Customer's personnel and systems, and timely provision by Customer of certain information, assistance and responses are essential to the timely performance of the services by BlackBerry. Customer understands that BlackBerry shall not be liable for any deficiency or failure in performing the services if such deficiency or failure results from the failure of Customer to comply with its obligations hereunder or to provide the access to personnel, systems, or information needed for BlackBerry to perform the services. Customer further agrees that if Customer

continues to fail to perform after two (2) written requests from BlackBerry, then BlackBerry may be relieved of its obligations hereunder with respect to the Project that cannot be performed as a result of such Customer failure and such services shall be deemed delivered hereunder.

CUSTOMER RESPONSIBILITIES

a. Making the necessary arrangements to allow BlackBerry to perform the Onboarding Services.

b. If the services are performed at Customer's site, providing necessary access to its site including, but not limited to, appropriate access to Customer premises, computer systems and other facilities. In addition, Customer will provide all equipment required in the execution of duties (i.e., laptop, desk, secure working space with suitable seating arrangements).

c. Communicating any requirements for screening or security clearance of key BlackBerry Consultants in advance of the Project start date.

d. Appointing a contact person to supply BlackBerry with any necessary or relevant information and who shall have the authority to make decisions or obtain decisions from others expeditiously.

e. Providing BlackBerry with Project-relevant documentation in a timely manner upon request by BlackBerry, and with relevant information on proposed applications and computing systems, on an as needed basis, to allow BlackBerry to complete the services.

f. Ensuring the Customer Project Manager and team members are assigned and available to meet for Project kick-off at Project start date, and for any interviews/meetings with the appropriate Customer stakeholders as reasonably requested by the BlackBerry.

g. Ensuring key stakeholders are available in a timely manner to undertake tasks such as change control and documentation review.

h. Ensuring any hardware requirements are met. Customer shall be responsible for network availability of Customer systems at all times during the Project; Customer understands that lack of network readiness or access to specific files or other data may result in lack of productivity by BlackBerry Consultants, or may otherwise affect the accuracy of the results.

i. Providing full and free access, remote or otherwise, to Customer's system together with such information and assistance as is reasonably required by BlackBerry to enable it to perform its obligations under the Project.

j. Ensuring that any disclosures, consents, or approvals for monitoring of endpoints (if required) shall be obtained in advance of any implementation or deployment of such endpoints.

k. Ensuring adequate backup copies are made of data and operating and application software such that Customer's systems 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.

l. Unless expressly stated otherwise, restoring all data and operating and application software in the event of system failure or virus attack, regardless of the cause.

m. Customer shall provide at least five (5) business days' notice for the cancellation or postponement of any work already scheduled as part of the Project. BlackBerry reserves the right to charge additional fees to Customer for any time lost due to cancellation or postponement resulting from Customer not meeting their responsibilities as defined herein.

Note: The Onboarding Services described in this Program Description are subject to the terms and conditions of the Professional Services Agreement at https://www.blackberry.com/us/en/legal/professional-services-agreement ("**Professional Services Agreement**").

Appendix C
CylanceMDR Advisory Services

Advisory Services

Program Description

INTRODUCTION

The Advisory Services program is a software maintenance service of the CylancePROTECT and CylanceOPTICS solution for Customers that have already completed Onboarding Services. The Advisory Services program builds off the Onboarding Services to assist customers that have purchased subscription licenses to CylancePROTECT and/or CylanceOPTICS in achieving optimal configuration and security benefits (the "**Advisory Services**" or the "**Project**"). The objective of the Advisory Services is to report, assess, and review the existing configuration and status of the CylancePROTECT and CylanceOPTICS solution. Advisory Services are delivered on a quarterly basis.

RESPONSIBILITIES AND KEY AREAS OF FOCUS

Advisory Services include one (1) or more of the following, as determined between Customer and BlackBerry during quarterly check-ins:

- Health Check Review
  - Report card review with associated recommendations to identify drift from or deviations to BlackBerry acceptable security configuration settings

- Advanced Settings, Audit, and Recommendations
  - Audit and recommendations
  - Upgrade recommendations and guidance

- Additional Training
  - Additional training on new features, best practices, and maintenance routines
  - Working session(s) for questions and answers regarding Customer-driven use cases

PROJECT STRUCTURE

The quarterly check-in is organized by the BlackBerry Consultant. The BlackBerry Consultant works with Customer to determine the best available time for both the BlackBerry delivery team and Customer to meet. Quarterly check-ins are performed to present the following core deliverable:

- Health Check Report

The findings of the Health Check Report are the focus of this Project. In cases where the Health Check Report classifies Customer as being in good standing, the BlackBerry Consultant will seek to identify additional areas to enhance Customer's security posture by performing auditing or additional training. In cases where the Health Check Report classifies Customer as not in good standing, the BlackBerry Consultant will identify areas of non-compliance with or deviations to the BlackBerry acceptable security configuration settings, and any other recommendations to assist Customer in optimizing the CylancePROTECT and CylanceOPTICS solution.

DURATION

The Advisory Services will be provided on a quarterly basis for the duration of the license term of the CylanceMDR Pro Solution specified in the relevant order ("**Expiry Date**"), as tracked and reported on by BlackBerry. Any services not used by the Expiry Date, shall be forfeited and no refunds or credits will be provided. BlackBerry's ability to perform services is subject to Customer fulfilling the responsibilities set out below.

LIMITATIONS & EXCLUSIONS

a. This Project covers only the services explicitly described in this Program Description. Additional consulting work not contained in this Program Description is deemed out of scope.

b. Working time is defined as Monday to Friday (excluding local bank/statutory holidays), 9am-5pm, with a 60-minute break for lunch.

c. BlackBerry is not responsible for the installation of the Managed BlackBerry Software, and BlackBerry is not responsible for the installation, configuration, or validation of any Third Party Items, including any third-party software, tools, or utilities.

d. Customer understands and agrees that, in connection with the delivery of the Advisory Services described in this Program Description, BlackBerry will need to access and use the software on Customer's behalf and that such access and use may result in access, use and manipulation of Customer's systems, network and infrastructure, and that BlackBerry may operate the software, retrieve data or otherwise connect with Customer's network on Customer's behalf to implement and tune the software per Customer's instruction and as agreed by the parties in order to perform the services.

e. The parties will agree upon a Project schedule and will each use reasonable commercial efforts to meet the schedule. Notwithstanding the foregoing, the parties agree that the timelines recited are best estimates, and all timelines for deployment and implementation efforts outlined are estimates only and subject to unforeseen circumstances. Customer acknowledges that Customer cooperation, access to Customer personnel and systems, and timely provision by Customer of certain information, assistance and responses are essential to the timely performance of the services by BlackBerry. Customer understands that BlackBerry shall not be liable for any deficiency or failure in performing the services if such deficiency or failure results from the failure of Customer to comply with its responsibilities hereunder or to provide the access to personnel, systems or information needed for BlackBerry to perform the services. Customer further agrees that if Customer continues to fail to perform after two (2) written requests from BlackBerry, then BlackBerry may be relieved of its obligations hereunder with respect to the Project that cannot be performed as a result of such Customer failure and such services shall be deemed delivered hereunder.

CUSTOMER RESPONSIBILITIES

a. Making the necessary arrangements to allow BlackBerry to perform the Advisory Services.

b. If the services are performed at Customer's site, providing necessary access to its site including, but not limited to, appropriate access to Customer premises, computer systems and other facilities. In addition, Customer will provide all equipment required in the execution of duties (i.e., laptop, desk, secure working space with suitable seating arrangements).

c. Communicating any requirements for screening or security clearance of key BlackBerry Consultants in advance of the Project start date.

d. Appointing a contact person to supply BlackBerry with any necessary or relevant information and who shall have the authority to make decisions or obtain decisions from others expeditiously.

e. Providing BlackBerry with Project-relevant documentation in a timely manner upon request by BlackBerry, and with relevant information on proposed applications and computing systems, on an as needed basis, to ensure success of the services.

f. Ensuring the Customer Project Manager and team members are assigned and available to meet for Project kick-off at Project start date, and for any interviews/meetings with the appropriate Customer stakeholders as reasonably requested by the BlackBerry.

g. Ensuring key stakeholders are available in a timely manner to undertake tasks such as change control and documentation review.

h. Ensuring any hardware requirements are met. Customer shall be responsible for network availability of Customer systems at all times during the Project; Customer understands that lack of network readiness or access to specific files or other data may result in lack of productivity by BlackBerry Consultants, or may otherwise affect the accuracy of the results.

i. Providing full and free access, remote or otherwise, to Customer's system together with such information and assistance as is reasonably required by BlackBerry to enable it to perform its obligations under the Project.

j. Ensuring that any disclosures, consents, or approvals for monitoring of endpoints (if required) shall be obtained in advance of any implementation or deployment of such endpoints.

k. Ensuring adequate backup copies are made of data and operating and application software such that Customer's systems 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.

l. Unless expressly stated otherwise, restoring all data and operating and application software in the event of system failure or virus attack, regardless of the cause.

m. Customer shall provide at least five (5) business days' notice for the cancellation or postponement of any work already scheduled as part of the Project. BlackBerry reserves the right to charge additional fees to Customer for any time lost due to cancellation or postponement resulting from Customer not meeting its responsibilities as defined herein.

Note: The Advisory Services described in this Program Description are subject to the terms and conditions of the Professional Services Agreement at https://www.blackberry.com/us/en/legal/professional-services-agreement ("**Professional Services Agreement**").