

Exhibit A: Managed Service Specifications

This exhibit describes the IT service and support that CA will deliver to the Client under the terms and conditions of the Master Service Agreement (MSA) and a Managed Service Order (MSO). The specific Services, Term Length, Non-Recurring and Recurring Charges will be designated, quantified, and described in a Managed Service Order (MSO). CA offers flexible Managed Service support options to Clients, and the scope can vary per Client agreement. These agreements are defined as Essential IT (EIT), Strategic IT (SIT), and Complete IT (CIT). The descriptions below are intended to provide a comprehensive listing of all available Products and Services, however, the specific Products and Services provided will be designated in an MSO. CA will provide the following services in alignment with the MSO:

- **Managed IT Services:** Managed IT services are provided by technical service teams comprised of Service Desk, Remote Operations Center (ROC), and Managed Service Engineering support teams. CA has the ability to monitor, manage, and maintain the Client's IT infrastructure including servers, network devices, storage devices, backup systems, certain cloud services, and applications. CA has the ability to provide remote and onsite technical support, troubleshooting, and problem resolution for the Client's IT infrastructure. CA will use best practices and industry standards to ensure the availability, performance, security, and reliability of the Client's IT infrastructure. The scope of Managed IT Services and Products support will be governed by the entitlements provided within an Order. The definition of support entitlements will be outlined in this Managed Service Specifications Exhibit.
- **Managed Security Services:** Managed Security services are provided by technical service teams comprised of Remote Operations Center (ROC), Security Analysts, Security Operations Center (SOC), and Security Engineering teams. CA has the ability to provide solutions designed to protect the Client's IT infrastructure from cyber threats, such as malware, ransomware, phishing, denial-of-service attacks, and unauthorized access. CA can also provide security awareness training, vulnerability assessment, penetration testing, incident response, and disaster recovery services for the Client's IT infrastructure. CA will use advanced tools and techniques to detect, prevent, and mitigate cyber threats. The scope of Managed Security Services and Products supported will be governed by the entitlements provided within an Order. The definition of support entitlements will be outlined in this Managed Service Specifications Exhibit.
- **Supported Client IT Infrastructure:** CA will provide support to all currently installed and functioning IT infrastructure within the entitlements in Managed IT Services. CA will provide support for all back-end systems and IT infrastructure including, but not limited to:
 - Servers, Storage, Backup, Virtualization, Hypervisor, and Universal Power Supply
 - Firewalls, Switches, Wireless Controllers, Access Points, SD WAN, Load Balancers, Routers
 - E-mail Platform, Archiving, Backup, Encryption, Anti-Spam, Phishing Protection, and Filtering
 - Endpoints such as Desktops, Laptops, Mobile devices, and Tablets
 - Windows Operating Systems – with active and current support from Microsoft
 - Mac Operating Systems – with active and current support from Apple
 - Operating systems that do not have an active and current support agreement will be supported on a best effort basis; support and remediation services may be limited.
 - Microsoft 365 – Productivity, Modern Work and Security
 - PC Hardware and Peripherals

- Email and Mobility
 - Cloud Infrastructure, Storage, Backup, and Disaster Recovery
 - Phone Systems - Microsoft Teams, Cisco Webex, 3CX
 - Connectivity (if procured and authorized through CA)
- **Not Supported Client IT Infrastructure:** CA is not obligated to provide support on the defined technology solutions:
 - Printers and Copiers
 - Rollers, Cleaning, Toner and/or General Maintenance
 - Phone Systems
 - All other systems not-listed above
 - Physical Security Systems
 - Surveillance Cameras, Door Sensors, etc.
 - Programming, Coding or Software Development
 - .net, JAVA, SQL DBA, etc.
 - Line of Business Applications administration
 - CRM, ERP, CLM, etc.
- **Client-Added Software, Hardware, Tools, Products, or Technology Solutions:** Cyber Advisors is not responsible for any Client- or third-party added software, hardware, tools, products, equipment, applications, infrastructure, or technology solutions unless disclosed to, accepted by, and properly onboarded by Cyber Advisors, including required support, monitoring, management, security, and reporting tools. Any non-onboarded items are outside the Managed Services Agreement and Managed Service Order unless covered by a written SOW, SO, or change order.
- **Professional Services:** Outside of the scope of Managed Services Agreement and entitlements, Cyber Advisors can provide assessments, architectural design, and professional services for the Customer. Professional Service projects such as hardware and software procurement, installation, upgrades, or replacement; assessments, testing, or remediation; backup or disaster recovery planning or implementation; cloud migration or optimization; policy and plan creation; or any other project-based work will be scoped, quoted, and invoiced outside of the scope of the Managed Services Order and Agreement. Cyber Advisors will invoice the Customer for these services based on the agreed upon scope, timeline, and budget and will be documented within a Statement of Work (SOW) or Service Order (SO).

As pertaining to this service agreement, professional services will be required for the servicing of any work that is not explicitly defined as being included in this agreement. To ensure avoidance of doubt, any task which exceeds 4 hours of consecutive work or requires deployment or migration of net new technology (applications, software, hardware) by Cyber Advisors will additionally be considered a project and outside of the scope of responsibilities assigned within this managed service agreement.

Examples of excluded services include, but are not limited to:

- New IT infrastructure, equipment, devices, and software will require a SOW or SO with Professional Services which will be scoped and delivered to the Client for approval.
- Once New IT infrastructure, equipment, devices, and software is implemented, it will be supported within the Managed IT Service entitlements.
- If the New IT infrastructure, equipment, and devices require additional software tools, security tools, or Managed IT support hours a Managed Service change order will be generated and delivered to the Client for approval.
- Software and / or hardware upgrades

- New software and / or hardware installation
- New software and / or hardware deployment
- Enablement of new technology solutions / features
- Software and / or hardware migrations
- Incident response, investigation, and forensics

Service Specifications for Managed IT Services

This section describes the Managed IT services that CA will deliver to the Client under the terms and conditions of the Master Service Agreement (MSA) and a Managed Service Order (MSO). The specific Managed IT Services will be designated, quantified, and described in a Managed Service Order (MSO). Specific services may be limited to the items outlined in Exhibit C of the MSO. CA will provide the following services in alignment with the MSO:

- **Service Desk:** CA will provide multi-channel (Phone, Email, Chat) support and triage to Client and Client's end users. Service Desk is the initial service team for rapid response, resolution, and escalation. CA will use best practices and industry standards to ensure support requests are received, classified, and documented.
 - **Service Desk Services Include:**
 - Microsoft Windows, Office, Microsoft 365 support
 - End User computer (PC – Windows or Mac) support
 - Mobile device support
 - Network access and connectivity support
 - Rapid response, triage, and escalation
 - Active Directory and user administration
 - Windows file sharing administration and privileged access
- **Remote Operations Center (ROC):** CA will monitor the IT infrastructure including servers, network devices, storage devices, backup systems, cloud services, anti-virus\EDR\MDR\XDR, and applications. CA will use best practices and industry standards to ensure the availability, performance, security, and reliability of the Client's IT infrastructure. CA will apply approved Microsoft updates and patches and Third-Party patches after they are released. CA and our patching solution provider review and validate the patches before implementing them across all supported devices.
 - **ROC Service Includes:**
 - Up-time/Down-time reporting
 - Event Log monitoring
 - Hardware performance
 - Drive space monitoring
 - Asset management and auditing
 - Monitoring, Alerting, and Notification
 - Microsoft Patching
 - Specific Third-Party Patching (horizontal business applications; not specific vertical applications)
- **Managed Service Technical Support:** CA will provide remote and onsite technical support, troubleshooting, and problem resolution for the Client's IT infrastructure. CA will monitor, manage, and patch the Client's IT infrastructure, including servers, network devices, storage devices, backup systems, cloud services, and applications. CA will also provide guidance to the Client's staff on how to use and maintain the Client's IT infrastructure. CA will also provide documentation and monthly reporting of the Client's IT infrastructure and assets under management.
 - **Managed Service Technical Support Includes:**
 - Active Directory and user administration
 - Windows file sharing administration and privileged access
 - Network Infrastructure troubleshooting, administration, and configuration.
 - Server and Storage Infrastructure troubleshooting, administration, and configuration.
 - Connectivity troubleshooting, administration, and configuration.
 - Microsoft Application and OS troubleshooting, administration, and configuration.
 - Cloud Application (horizontal business applications, not vertical applications) troubleshooting, administration, and configuration.
 - Backup Management and Testing
 - End user support, onsite and remote engineering, and Vendor engagement.

- Third Party application support (horizontal business applications).
- Third Party application assistance for Line of business applications (triage request and escalating to software Vendor, must have active support agreement with software Vendor).
- Third Party connectivity assistance for internet connections (triage request and escalate to ISP, must have active support agreement with service provider).
- Software tool reporting and analysis.
- Technology Roadmap and Lifecycle Management
- Technology Business Reviews
- Resolution of critical CVEs identify by vulnerability scanning tools (CIT/SIT only)

Service Specifications for Managed Security Services

This section describes the Managed Security services that CA will deliver to the Client under the terms and conditions of the Master Service Agreement (MSA) and a Managed Service Order (MSO). The specific Managed Security Services will be designated, quantified, and described in a Managed Service Order (MSO). CA will provide the following services in alignment with the MSO:

- **Security Tools and Software:** CA will provide a portfolio of Cyber Security tools, software, and hardware solutions to be utilized in the Client's IT Infrastructure.
 - **Security Tools and Software Include:**
 - Anti-Virus and Endpoint Detection Response
 - Security Awareness and Training
 - End User Phishing Simulation
 - Multifactor Authentication
 - Web and DNS Filtering
 - Spam Filtering
 - Managed and Monitored Network Infrastructure
 - IDS/IPS
 - Managed Backup and Disaster Recovery
 - Password Management
 - Email Encryption
 - Device Encryption
 - Email Archiving
 - Managed Detection Response
 - Security Incident and Event Management
 - Dark Web Monitoring
 - Vulnerability Scanning
 - Mobile Device Management
 - Compliance Management
 - Data Loss Protection and Prevention
- **Managed Security Service Technical Support:** CA will provide remote and onsite technical support, troubleshooting, and problem resolution for the Client's cyber security tools and software. CA will respond to the Client's requests and incidents within the agreed service level goals (SLG). CA will also provide guidance to the Client's staff on how to use and maintain the Client's cyber security tools and software.
 - **Managed Security Service Technical Support Includes:**
 - Tool administration
 - Reporting and analytics
 - Tool and Software provisioning and configuration
 - Assessments, Reporting, and Scanning
 - Risk identification
- **Security Operations Center (SOC):** SOC Service provides monitoring, detection, investigation, escalation, and incident support for incidents within the current support toolset and visibility of the managed services. CA will provide remote and onsite technical support, troubleshooting, and problem resolution for the Client's subscribed security solutions within the Service Order. CA will respond to the Client's requests, Vendor requests, and incidents within the agreed service level goals (SLG). CA will provide monitoring, alerting and technical response to validated alerts from the Security Operations Center (SOC). CA will coordinate response and remediation with Client and Clients designated authorized contacts or representatives.
 - **SOC Service Includes:**
 - Detecting, preventing, investigating, and responding to cyber threats
 - Managed Detection and Response
 - Event and System Log monitoring
 - Tool and software administration, access control, and reporting
 - Network monitoring
 - Threat detection and Threat intelligence
 - Incident investigation and technical response

- Incident Response rapid engagement and remediation
- Detailed reporting
- Risk and Compliance Management
- Responsibility for all people, processes, and technologies needed to enable these services and provide 24/7/365 support.

- **Incident Investigation and Response**

- Incident investigation and response escalations will be initiated when any of the following conditions are met:
 - Evidence of lateral movement involving more than a single device or account
 - Confirmed active threat actor activity presenting elevated risk or potential for significant impact
 - Indicators of data exfiltration or attempted data extraction
 - Indicators or behaviors consistent with ransomware activity
 - Trigger conditions defined in pre-established playbooks, based on the customer's defined response
- The SOC will provide monitoring, detection, investigation, escalation and incident support for all incidents within the current supported toolset and visibility of the managed services.
- The SOC is responsible for incident monitoring, detection, analysis, investigation, escalation, and incident support. The SOC will be responsible for remote incident analysis and investigation to determine if alerts or security events warrant incident classification. If an event is classified as an incident by the SOC, the SOC will track the incident with You. The SOC will perform incident triage to include determining threat scope, urgency, potential impact and make recommendations designed to allow for remediation.
- The SOC will remotely investigate initial security events identified by the SOC and escalate as appropriate in accordance with the established and agreed upon Service Level Goals (SLGs). Events and incidents will be analyzed and investigated using the SOC's standard process and procedures. Escalations will follow established escalation paths and utilize contact information collected during onboarding and documented by SOC.
- For incidents that are assigned to the Client after analysis, the Client is responsible for escalating incidents back to the SOC that require action or analysis by the SOC.
- The SOC will be the collection point for additional group inputs for classification of security incidents. The potential exists for other entities to notify the SOC of possible events. In these rare cases, the SOC will ensure outside sources of information are incorporated into established SOC workflow procedures. As events are pulled into the SOC Workflow, it is the SOC's responsibility to create and classify incidents. As the SOC is responsible for incident escalation and response, only the SOC has the authority to classify events or alerts as incidents to ensure due diligence of event investigation and accountability in reporting.

- **During incident investigation the SOC may perform the following activities:**

- Perform analysis on client assets / traffic, document results noting attacker profiles.
- Assist in identifying potential impact of incidents on client systems and using available CA security tools to assist client in determining if data was exfiltrated.

- Document and track events (false positives and false negatives, blacklists, whitelists) within the CA security toolset.
- Escalate incidents to identified client contacts for further remediation.
- **Testing of Monitoring and Response Capabilities**
 - The Client may test SOC monitoring and response capabilities by staging simulated or actual reconnaissance activity, system, or network attacks, and/or system compromises. Such activities may be initiated directly by Client or by a contracted third party. Client shall notify the SOC testing email at least fourteen (14) days in advance of testing with the expectation that analyst activities will not be notified of testing. Testing performed on newly added (within 60 days) assets or data feeds should be communicated to the SOC via advance electronic or written notice to ensure SOC personnel have properly onboarded new information and that all monitoring and response capabilities are working properly. SLGs will not apply during the period of staged or testing activities.
- **Scheduled and Emergency Maintenance**
 - Scheduled maintenance means any maintenance that is performed during a scheduled maintenance window or in which Client is notified at least one day in advance. Notice of scheduled maintenance will be provided to the Client's Authorized Point of Contact. Emergency maintenance means any non-scheduled, non-standard maintenance required by SOC. No statement in the section of any Services entitled "Service Level Objectives" shall prevent SOC from conducting emergency maintenance if it is critically necessary for the integrity and security of the Services. During such emergency maintenance, Client's Authorized Point of Contact will receive notification of initialization of the emergency maintenance, and of the completion of the emergency maintenance. The SOC will be relieved of its obligations under the applicable SLGs during scheduled and emergency maintenance.
- **File Sample Submissions**
 - The EDR and SIEM SOC services may detect suspicious or malicious executable files on endpoints. Sometimes it is necessary to perform additional investigations to understand an attack. In these cases, CA may retrieve file samples of suspicious or malicious files from an endpoint to perform additional analysis.
 - By allowing sample submissions, our analysts are enabled to provide more in-depth analysis and context to their investigations of potential incidents, as well as enhancing the detection and prevention of future incidents that may involve the same file(s).
 - Part of this process may require our analysts to automatically request samples of files, scripts or other source detected in Client or End Client environments to perform further analysis. In addition to our own in-house analysis, CA may use outside services including but not limited to:
 - VirusTotal
 - Opswat MetaDefender
 - Joe Sandbox

- Unless the Client opts-out of File Analysis Submissions, the SOC will request samples from an endpoint and upload potentially malicious files for analysis as needed.
 - By allowing permission for the SOC to upload unknown binaries, SOC Analysts will either manually or automatically upload unknown binaries to outside analysis services:
 - Sample binary or its hash representation will be submitted to the appropriate analysis service.
 - Terms of Service and Privacy Policy for each service will apply.
 - The SOC shall not be responsible for this submission or for any act or omission by any online service.
 - You are hereby advised some / most analysis services make the file metadata publicly available, along with scan results from numerous anti-virus products. Service providers may also make the files samples available for download to partners.
- **Host Isolation Terms**
 - With our EDR offerings, CA SOC has the ability to isolate machines on a Client or End Client's network that have an agent installed. The SOC uses host isolation to prevent the spread of malicious code by preventing a compromised machine from communicating to other network devices on the Internet or the Client or End Client's network. The isolated machine will maintain connectivity to SOC and allow our analysts to continue investigation without risking other network devices to malicious code or active attacks.
 - Unless the Client opts-out, CA will isolate potentially compromised machines. CA will manually isolate the machine using the installed Endpoint Agent and notify the client of the isolation via an incident for escalation. The machines will remain in isolation until the threat has been remediated or the client has specifically said they accept the risk and request the SOC to remove the isolation.
 - The client commits to identifying production impacting servers and assets that are NOT to be isolated unless the client has given written authorization. Client recognizes they assume all risk for non-isolated machines and the spread of any attack profile due to this.
 - The SOC commits to isolating machines that are NOT on the unauthorized list only to prevent the spread of malicious code and lateral movement by suspected attackers.
 - The SOC will escalate all incidents that require isolation to the client for their visibility and active feedback on the incident.
 - Clients are hereby advised that the SOC has the functionality to isolate machines on your network or End Client's network with installed CA EDR offerings, that the SOC has the ability to use this function to protect the network, and that the isolated machines will lose all connectivity to all other devices on the network.
 - **Automated Remediation**
 - Some incidents can be remediated by the CA EDR agents. These remediation actions are visible in the endpoint console. Clients can opt-out of allowing SOC Analysts to execute automated

remediation actions on affected endpoints. The current remediation actions that can be performed are, but are not limited to:

- Kill Process
 - Quarantine Files
 - Remediate Threat
 - Rollback Threat
- Clients are hereby advised that the SOC has the functionality to remediate machines on your or your End Client's network, that the SOC has the ability to use this function to protect the network, and that the SOC is not liable for downtime as the result of remediation actions that were taken.

Additional Terms and Conditions

- CA can only support equipment that has a valid and current warranty and/or support agreement from the manufacturer or Vendor. The Client is responsible for renewing and maintaining such warranty and support agreements for all equipment that is covered by the Managed IT and/or Managed Security services. CA will not be liable for any failure or damage to equipment that is caused by an expired or invalid warranty or support agreement.
- Cyber Advisors reserves the right to audit user classifications and quantities to make necessary adjustments to billing based upon those findings. These audits may occur at the discretion of Cyber Advisors, but no more than once per calendar month. Cyber Advisors will assess quantity of users that are deemed to be categorized as “Standard Users” or “Limited Users”. Standard users will be defined as an individual who exclusively utilizes resources within the customer's designated environment in a consistent and individualized manner. This user must meet all the following criteria:
 - Provided a dedicated computer or device for individual use
 - Provided with an individual email account issued by the customer

If a user satisfies all these criteria, they will be classified and billed as a Standard User according to the contracted rates.

Limited users will be defined as an individual who utilizes resources within the customer's designated environment in a shared or non-unique capacity. If a user meets any but not all the criteria specified for a Standard User, they will be classified and billed as a Limited User according to the contracted rates

- CA will offer a la carte Managed IT and Managed Security services for Clients and expressly provides Products and Services defined in the Client approved Managed Service Order. The Client can opt in or opt out of these services based on their needs and preferences. By opting out of Managed Security Services, Client is willingly and knowingly accepting the risk associated with not implementing industry defined (NIST CSF) Cyber Security best practices.
- The Client may also bring their own solution for any type of Product or equipment that is not supported within CA' approved solution portfolio (Exhibit C). CA will provide best effort support for this equipment but will not guarantee any SLG (Exhibit B) or quality of service in remediation. CA will provide services in a good and skillful manner in effort to reduce or resolve any Client incidents.
- The Client may request changes to their service options at any time by notifying CA in writing. CA will provide a change order and adjust services as agreed upon in a signed MSO. CA will provide a change order and adjust services if agreed upon in a signed MSO. Change orders are limited to reductions of no more than 10% of the total monthly rate within a single annual period of the contract's term.
- The Client will pay CA a monthly fee based on the number of users, devices, locations and infrastructure components that are covered by the Managed IT and Managed Security solutions. CA will allow a variance of approximately ten percent (10%) of the monthly recurring charges without incurring and enforcing a change order. CA reserves the right to conduct quarterly audits of the Client's agreement and service usage. Based on the audit findings, CA may adjust the corresponding users, devices, locations, and infrastructure components on future invoices aligned with the audit, without requiring a formal change order. The Client must be notified of any formal increases or decreases within 30 days of an invoice adjustment. CA will invoice the Client monthly, and payment is due on the due date. The first month of service will be invoiced along with onboarding charges, post implementation and service activation date. Sales Tax is not charged upfront on services, but when applicable taxable services occur in a month, you will receive an invoice to pay for those taxable services. You may review the [Minnesota Department of Revenue Sales Tax Fact Sheet 134](#) for further clarification. At the conclusion of each month, time and services are reviewed by CA, and if services beyond the contract occur, an invoice will be sent accordingly. Questions regarding your

invoice or any related billing issues can be resolved by reaching out to the finance department by emailing finance@cyberadvisors.com.

- CA reserves the right to suspend or terminate any or all of the Services if the Client fails to pay the invoices on time or breaches any of the terms and conditions of the MSA. CA will notify the Client in writing before taking any such action and will give the Client five (5) calendar days to remedy the situation.
- CA provides monthly reporting on all subscribed services per the MSO, this can include Backup, Server, Active Directory, Storage, Email, Network cabling, Network Infrastructure, Remote Management, workstations, security solutions, and Cloud applications. Reporting will indicate quantities, deployment, health, status, risk, and action items.
- CA shall not be responsible, liable, or deemed aware of any software, hardware, tools, products, equipment, devices, applications, infrastructure, data feeds, or technology solutions added, procured, installed, enabled, modified, or introduced by Client or any third party unless such items have been properly disclosed to CA, reviewed and accepted for support, onboarded into CA's managed services environment, and enabled with CA's standard support, monitoring, management, security, and reporting tools, as applicable. Any Client-added or third-party added items not properly identified, onboarded, and enabled within CA's standard support toolsets shall be outside the scope of the Managed Services Agreement, Managed Service Order, Service Level Goals, service credits, monitoring obligations, response obligations, remediation commitments, and reporting obligations unless and until included in a written SOW, SO, MSO, or approved change order executed by the parties. CA shall not be liable for any outage, degradation, security event, missed alert, incomplete monitoring, delayed response, failed remediation, interoperability issue, licensing issue, compliance issue, data loss, or other claim arising from or related to such non-disclosed, non-onboarded, unsupported, or non-standard items.
- CA performs Vendor due diligence on all third-party manufacturer solutions, including hardware and software. Additional diligence information is available upon Client request. CA will assist the Client in requesting, gathering, and delivering all relevant due diligence information from the Vendor. By using our services, Client agrees to comply with the third-party terms and conditions, acceptable use policy and end user license agreements. The Client acknowledges that they have read and understood the terms and conditions of these agreements and accepts them. You also agree to indemnify and hold CA harmless from any claims, damages, or losses arising out of Clients breach of these agreements.

Exhibit B: Service Level Goals

This exhibit describes the Service Level Goals that CA will deliver to the Client under the terms and conditions of the Managed Services Order (MSO). Cyber Advisor commits to meeting the Service Level Goals ("SLGs") set forth in this Agreement. Performance against these objectives will be measured monthly and tracked on a quarterly or annual basis.

Service Level Goal Default and Client Remedies

In the event Cyber Advisors fails to meet the agreed-upon Service Level Goals in any three (3) consecutive calendar months (or "Quarter") the following remedies are available to the Client:

Service Credit:

Following the Go-Live date, the Client shall be entitled to receive a service credit equivalent to five percent (5%) of the monthly fees paid for the affected services during the most recent calendar month of the non-compliant period. This credit will be applied within thirty (30) days of the end of the third non-compliant month, provided the Client submits a written request and notice within thirty (30) days following the end of that month.

Termination Right:

The Client may terminate this Agreement for cause if Service Level Goals are not met two (2) consecutive quarters. To exercise this right, the Client must:

1. Provide written notice of termination at least thirty (30) days before the intended termination date, and
2. Deliver that notice within thirty (30) days following the end of the quarter in which the SLG failure occurred.

Termination will take effect at the end of the thirty (30) day notice period unless otherwise agreed in writing by both parties.

Limitation

The remedies described in this Section shall be the Client's sole and exclusive remedies for failure to meet the Service Level Goals, except where such failure constitutes a material breach or is the result of gross negligence or willful misconduct by Cyber Advisors.

Service Ticket Priority Policy

This policy establishes the classification of service tickets based on impact and urgency, ensuring compliance with contractual obligations and industry standards. Each priority level defines customer impact, response expectations, and examples to guide consistent application.

Priority 1 – Critical Impact

Definition:

All users and core business functions are affected or unavailable, resulting in a complete operational halt. This is a service issue affecting business continuity if not addressed promptly.

Examples:

- Entire corporate network is down.
- Mission-critical line of business applications are offline.
- Cloud / on-premise server infrastructure outages

Priority 2 – High Impact

Definition:

Significant degradation of services affecting a large number of users or critical business processes. Operations continue but with severe limitations.

Examples:

- Email system partially down for multiple departments.
- Cloud storage inaccessible for a regional office.
- Major application performance issues impacting client deliverables.

Priority 3 – Moderate Impact

Definition:

Limited number of users or non-critical functions affected. Business processes can continue with minor inconvenience.

Examples:

- A single department unable to access shared drives.
- Printing services are unavailable for a team.
- Non-critical application errors cause delays but not halting work.

Priority 4 – Low Impact

Definition:

Minimal impact on operations. Issue affects one user or a non-essential function. No material risk to business continuity.

Examples:

- Password reset for a single user.
- Minor configuration changes requested.
- Cosmetic issues in non-critical applications.

Service Desk - Service Level Goals

Metric	Description	Performance
Availability of Service Desk	Hours of service desk operation	24x7x365 <i>99.9% Uptime</i>
Email Response Time	Time taken for Service Desk to respond to client email request	General Emails: < 4 Hours Priority Emails: < 2 Hours <i>85% of Email Responses</i>
Phone Call Response Time	Time taken for Service Desk to answer a client phone call	< 1.5 minutes <i>85% of Phone Responses</i>
Escalation Time	Time taken for priority alerts to be escalated and assigned	< 2 business hours <i>85% of Escalations</i>

Service desk support SLGs are applicable only to clients that have Service Desk on their respective managed contract

System Engineering - Service Level Goals

Metric	Description	Performance
Standard Hours of Engineering Support	Hours of contracted engineering support operation	8x5 (Local Time)
Hours of Available Engineering Support	Hours of engineering support operation – additional charges may apply	24x7x365
Ticket Response Time	Time taken for engineering support to respond to an escalated or assigned client ticket request	< 4 business hours

Complete and Strategic Scheduled Engineering support SLGs are applicable only to engineering services that are included in the client's managed contract. Essential IT engineering support and non-scheduled Strategic IT engineering support beyond the agreed upon monthly hours will not abide by the prior noted SLGs

Remote Operations Center (ROC) - Service Level Goals

Metric	Description	Performance
Availability of Engineering Support	Hours of engineering support operation	24x7x365
Ticket Response Time	Time taken for engineering support to respond to an escalated or assigned client ticket request	< 4 hours
Alert Response Time	Time taken for engineering support to respond to an automated alert ticket generation	< 2 hours
PC Patching	Percentage of completed patched devices	90% patched
Server Patching	Percentage of completed patch servers	95% patched
Backup RPO	Recovery point objective for server level backups	2 Hours
Backup RTO	Recovery time objective for server level backups	<i>Dependent on Customer Infrastructure and Connectivity</i>

**ROC Solution SLGs are applicable only when the specific solution has been purchased and provisioned from Cyber Advisors as part of the client's managed contract. **

Security Operations Center (SOC) - Service Level Goals

Metric	Description	Performance
Availability of SOC	Hours of SOC operation	24x7x365
EDR Initial Threat Analysis	Time taken to identify an endpoint related threat following an alert	< 1 hour
SIEM Initial Threat Analysis	Time taken to identify an infrastructure related threat following an alert	< 2 hours
Client Created Security Alert Response	Time taken for responding to a client created ticket regarding security services	P4 - < 4 hours P3 - < 4 Hours P2 - < 2 hours P1 - < 1 hour
Vulnerability Scan Reporting	Frequency of scanning environment for CVEs and report generation	Once Monthly
Phishing Campaigns	Frequency of executing simulated email phishing campaigns	Once Quarterly
Cyber Security Awareness Training	Frequency of enabling security training for customers end users	Once Annually

Some services are only applicable for customers that have the respective solutions included in their managed contract

Exhibit C: Approved Solutions List

This exhibit describes the Approved Solutions List that CA will support in alignment with the SLG provided in Exhibit B. This list is subject to change at any time at CA' sole discretion. Products or equipment manufacturers not on the Approved Solution List will be supported in a best effort manner. CA will use commercially reasonable efforts to support, repair and maintain Products that are not on the Approved Solution List.

Approved Solution List:

Equipment	Supported Manufacturers
Servers	Dell
	HPE
	Lenovo
	SuperMicro
Server OS	Windows Server 2019 or later
Hypervisor	Microsoft Hyper V
	VMware ESXi
Storage	Dell EMC
	HPE
Backup Systems	Veeam
	Dell EMC
	Datto
	Axcient
	Cove (N-Able)
Client PC	Dell
	HPE
	Lenovo
	Apple
	Microsoft
Client PC OS	Windows 10 ESU, 11 or newer
	MacOS
Phone System	Microsoft Teams
	Cisco Webex
	3CX
Cloud Service	Microsoft Azure (IaaS, PaaS, SaaS)
	Microsoft 365 Suite
Applications	Microsoft SQL Server 2017 or later
	Microsoft Exchange Server 2019 or later
Networking	Fortinet
	Sophos

	HPE Aruba
	Cisco Meraki
	SonicWall
	WatchGuard
	Dell
	Auvik
Patching	ConnectWise
	Microsoft Intune
	NinjaOne
Anti-Virus/EDR	Sophos
	SentinelOne
	Microsoft Defender
Email Security	Securence
	Sophos
	Mimecast
	Proofpoint
Security Awareness	KnowBe4
	Arctic Wolf
Web Filtering	Cisco Umbrella
IDS/IPS	ConnectWise SIEM
MFA	Microsoft
	Cisco DUO
MDR	Sophos
	SentinelOne
	Arctic Wolf
	ConnectWise SIEM
Vulnerability Scanning	Kaseya
	Qualys
Dark Web Monitoring	IDAgent
Password Management	LastPass
	Keeper
	1Password
Print Management	Printer Logic

Exhibit D: Administrative Access and Shared Management

This Administrative Access and Shared Management Exhibit ("Exhibit") is incorporated into and made part of the Master Services Agreement and Managed Service Order ("Agreement") between Cyber Advisors, LLC ("Cyber Advisors") and Client.

- **Administrative Access Authorization:** Client may request and Cyber Advisors may, at its sole discretion, provide Client employees, contractors, agents, or designated representatives ("Client Administrators") with administrative, privileged, or elevated access to one or more cybersecurity, monitoring, backup, infrastructure, or cloud management platforms provided, supported, monitored, or administered by Cyber Advisors under the Agreement, including but not limited to:
 - Endpoint Detection and Response (EDR)
 - Extended Detection and Response (XDR)
 - Security Information and Event Management (SIEM)
 - Managed Detection and Response (MDR)
 - Email Security Platforms
 - Security Awareness and Training Platforms
 - Backup and Disaster Recovery Solutions
 - Network Monitoring and Management Tools
 - Identity and Access Management Solutions
 - Privileged Access Management (PAM) Platforms
 - Vulnerability Management Platforms
 - DNS and Web Filtering Solutions
 - Multifactor Authentication Platforms
 - Any other software, hardware, cloud service, security platform, or monitoring solution provided or administered by Cyber Advisors pursuant to the Agreement.
- **Shared Administration Acknowledgement:** Although Cyber Advisors' responsibility to manage, support, monitor, or administer any product or solution is limited to the services expressly included in the applicable Agreement, Statement of Work, Managed Service Order, or other written service attachment, client acknowledges that granting administrative access to Client Administrators creates a shared responsibility environment in which Cyber Advisors cannot control, prevent, audit, approve, or validate all actions taken by Client Administrators.
 - Client expressly acknowledges that any modification, deletion, configuration change, policy adjustment, exception creation, user permission change, suppression rule, alerting modification, retention adjustment, backup alteration, security control disablement, integration change, or other administrative activity performed by a Client Administrator may materially affect the operation, effectiveness, performance, monitoring capabilities, reporting accuracy, security posture, alerting functionality, recovery capabilities, service levels, or compliance status of the applicable solution.
- **Limitation of Responsibility for Client Administrative Actions:** Cyber Advisors shall not be responsible or liable for any degradation, interruption, delay, limitation, reduction, impairment, failure, breach, incident, compromise, data loss, ransomware event, business interruption, missed alert, delayed alert, false negative, false positive, service outage, backup failure, recovery failure, monitoring gap, compliance deficiency, or other damages arising from, relating to, or caused in whole or in part by any action or omission of a Client Administrator.
 - This exclusion shall apply regardless of whether Cyber Advisors was aware of, notified of, or subsequently discovered the Client Administrator's actions.
- **Impact on Service Levels and Security Obligations:** Any action performed by a Client Administrator that directly or indirectly alters, impairs, bypasses, overrides, disables, limits, or otherwise affects the services provided by Cyber Advisors shall relieve Cyber Advisors of any responsibility for:
 - Service Level Agreements (SLAs);
 - Service Level Goals (SLGs);
 - Response time commitments;

- Monitoring obligations;
 - Alerting obligations;
 - Threat detection obligations;
 - Backup and recovery objectives;
 - Security performance metrics;
 - Cyber warranty obligations;
 - Breach-related obligations; and
 - Any other service commitments affected by such actions.
 - Cyber Advisors shall have no liability for service deficiencies to the extent such deficiencies result from Client Administrator actions.
- **Client Assumption of Risk:** Client assumes all risks associated with granting or exercising administrative or privileged access to any platform, system, application, service, or solution covered under the Agreement.
 - Client acknowledges that actions taken by Client Administrators may increase cybersecurity risk, reduce visibility, impact monitoring effectiveness, introduce vulnerabilities, modify security controls, disrupt backup or disaster recovery processes, or otherwise affect the security posture of the Client environment.
 - To the fullest extent permitted by law, Client accepts sole responsibility for all consequences arising from such actions.
- **Indemnification and Hold Harmless:** Client shall defend, indemnify, and hold harmless Cyber Advisors and its officers, directors, employees, contractors, affiliates, successors, and assigns from and against any and all claims, damages, losses, liabilities, penalties, fines, costs, expenses, investigations, regulatory actions, settlements, judgments, and reasonable attorneys' fees arising out of or related to:
 - actions or omissions of Client Administrators;
 - modifications made by Client Administrators to any managed platform or service;
 - cybersecurity incidents, security breaches, ransomware events, operational failures, data loss events, compliance violations, or business interruption events resulting from Client Administrator actions;
 - the disabling, modification, suppression, removal, or circumvention of security controls, alerting, monitoring, logging, retention, backup, recovery, authentication, authorization, or reporting functions by Client Administrators; and
 - any third-party claim arising from Client Administrator access or activity.
- **Continued Support and Co-Management:** Notwithstanding the foregoing, Cyber Advisors shall continue to provide reasonable support, monitoring, incident response assistance, consultation, remediation guidance, and co-management services for the applicable solutions as set forth in the Agreement.
 - Such continued support should not create or reinstate liability for actions performed by Client Administrators, nor shall Cyber Advisors be deemed responsible for conditions, risks, incidents, or damages resulting from Client Administrator activities.
- **Conflict with Other Agreement Terms:** In the event of a conflict between this Exhibit and any provision of the Agreement, Statement of Work, Managed Service Order, Service Specification, or other service attachment, this Exhibit shall control with respect to Client administrative access and shared management responsibilities.