

CylanceMDR™ On-Demand Managed Extended Detection and Response Services Program Description

(“CylanceMDR On-Demand” or “Project”) (SKU: MDR.OND.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.

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 Solution”** includes: (a) delivery of the BlackBerry services described herein, including, where applicable to the level of services purchased, the Onboarding Services and Managed XDR Services (all as defined below) (collectively, referred to as the **“CylanceMDR Services”** or **“CylanceMDR On-Demand Services”**); and (b) access to and use of the CylanceMDR software platform (the **“CylanceMDR Platform”**).
- **“Customer”** means the entity entitled to receive the CylanceMDR 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) referenced in the Order, but only to the extent such Third Party Items have been separately licensed by Customer from the relevant third party licensor and bundled for resale with CylanceMDR Advanced.

2. APPLICABLE AGREEMENTS

The CylanceMDR 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 ON-DEMAND SERVICES

A. CylanceMDR On-Demand Services

CylanceMDR On-Demand Services will be delivered in the following two phases:

1. Phase One (Onboarding Phase):

(i) For customers with devices that are new to the CylanceMDR Solution, BlackBerry will provide onboarding services to configure Customer's tenant(s) on the CylanceMDR Platform.

For clarity, deployment and configuration of the Managed BlackBerry Software and Third Party Items are not included as part of CylanceMDR Services.

2. Phase Two (Management Phase):

The following CylanceMDR On-Demand Services are provided during Phase Two:

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

- Should a potential security threat be identified by Customer, Customer may contact BlackBerry via the CylanceMDR Platform to request on-demand Managed XDR Services ("**Service Request**").
- Customer may make up to five (5) Service Requests per month (but in no event more than a total of sixty (60) Service Requests a year). Additional Service Requests may be subject to additional fees.
- BlackBerry will communicate with Customer via telephone, email, or the CylanceMDR Platform.
- Upon receipt of a Service Request from Customer, BlackBerry will assist Customer with triaging, researching, and responding to the potential security threat in accordance with approved actions.
- In the event Customer makes more than 20% false positive Service Requests, BlackBerry recommends that Customer purchase additional services from BlackBerry to ensure proper configuration and tuning of the Managed BlackBerry Software.
- Service level objectives for CylanceMDR On-Demand are available upon request or may be located in Customer's MyAccount portal.

4. DURATION

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

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

- BlackBerry is not responsible for the installation, deployment, configuration, optimization, 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 incident response services and all other BlackBerry services 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 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 effect receipt of logs feeds from Third Party Items; provided, however, if the failure is caused by changes or

updates to Third Party Items, BlackBerry will endeavor to work with the licensor of such Third Party Items to address issues presented on a good faith basis.

- BlackBerry shall not be liable for any deficiency or failure in performing the CylanceMDR 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 or information required for BlackBerry to perform CylanceMDR 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 Services that cannot be performed as a result of such Customer failure.
- CylanceMDR Services only cover the management of log feeds from the relevant Managed BlackBerry Software and Third Party Items (as identified in the relevant Order). Additional offerings may be purchased as add-ons, including additional services not contained in this Program Description.

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 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.
- Customer is required to purchase a sufficient quantity of CylanceMDR Solution subscription licenses to cover all of Customer's subscription licenses to the Managed BlackBerry Software (i.e., the number of subscription licenses to the CylanceMDR Solution purchased must match the number of subscription licenses to the Managed BlackBerry Software).
- Customer is responsible for deploying, installing, and configuring the Managed BlackBerry Software and any Third Party Items.
- Customer is responsible for viewing, monitoring, and investigating all alerts generated by the platform for the Managed BlackBerry Software.
- Customer is responsible for initiating and submitting any Service Requests.
- Customer shall provide assistance in investigating and resolving any alerts generated by the platform for the Managed BlackBerry Software.
- Customer shall ensure that any requisite disclosures, consents, or approvals for the monitoring of Customer's systems shall be obtained by Customer in advance of any implementation or deployment of the CylanceMDR Solution on such systems.
- 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 Services described herein or may otherwise affect the accuracy of the results and performance of the Managed BlackBerry Software and/or BlackBerry service level objectives.

- 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 be longer than three (3) business days from when an alert is escalated to Customer.
- Customer is solely responsible for ensuring the following environmental failures do not negatively impact the CylanceMDR Solution:
 - 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.
 - Failure or deficient performance of Customer-supplied power, equipment, services, or systems not provided by BlackBerry (“**Service Dependency(ies)**”).
 - Customer’s failure to allow BlackBerry to test and/or repair components of the CylanceMDR Solution as recommended by BlackBerry.
 - Customer’s failure to adhere to BlackBerry’s recommended configurations on managed or unmanaged devices that affects the CylanceMDR Solution.
 - Any interruptions, deficiencies, degradations, or delays during a period when a Service Dependency is not available, including because of maintenance, replacement, or rearrangement.
 - 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.
 - 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 advanced notice regarding any network or server changes or outages that may affect the CylanceMDR 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 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 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 CylanceMDR 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, and such failure or delay materially impedes BlackBerry's ability to perform its obligations hereunder, 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>.