

INCIDENT RESPONSE PLAN DEVELOPMENT

1. **Overview:** This document (“Statement of Work” or “SOW”) describes the Incident Response Plan Development Service (“Service” or “Engagement”) offered by BlueVoyant (“Supplier”) to its customers (“Customer”, “Client”, or “you”) pursuant to a service order explicitly authorizing the purchase and sale of the Service. For the avoidance of doubt, the terms of BlueVoyant Master Services Agreement (“MSA”) available at <https://www.bluevoyant.com/bvmssterms> shall govern in the absence of a master services agreement signed by BlueVoyant superseding those terms.

2. Service

2.1. **Description:** Supplier will bridge policies with each of the processes required for an organization’s streamlined response to a critical incident. This involves defining incidents and severity levels for critical events, identifying stakeholders and point-of-contact information, and developing communication templates to increase response time and information sharing.

2.2. **Execution:** Execution of Service consists of multiple phases and will begin once the signed Service Order is received and end with either the delivery of deliverables or the conclusion of services. The execution phase is dependent on a number of factors which may include but are not limited to the availability, the complexity of the Client’s network, Client Responsibilities, and the ability of Client to provide Supplier with the requested information within a mutually agreed-upon and reasonable timeframe. The inability of the Client to work with the Supplier to address these dependencies will trigger the conclusion of services.

2.3. **Disclaimer:** Supplier makes no warranty, express, implied or statutory, with respect to the services provided hereunder, including without limitation any implied warranty of reliability, usefulness, merchantability, fitness for a particular purpose, noninfringement, or those arising from the course of performance, dealing, or trade.

3. **Deliverables:** For the term of this SOW, Supplier shall develop for Client the Deliverables listed in the table below:

DELIVERABLE	Estimated Due Date	Specifications
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Incident Response Plan	End of Engagement	A PDF document that provides high-level process steps, activity checklists, decision authority, point-of-contacts, call sheets, time frames, and success criteria.
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- 3.1. Delivery Acceptance:** Client shall evaluate deliverable to determine whether the deliverable reasonably conforms to the specifications set forth. If no written rejection is given to Supplier by Client within five (5) business days following Client’s receipt of the deliverable, such deliverable shall be deemed accepted and the related task completed. If, following its review and evaluation of the deliverable as described above, Supplier determines that the deliverable does not substantially conform with the Specifications, Client shall provide Supplier with a detailed written description of the non-conformance that led to the rejection. Client’s rejection of a deliverable shall be based solely on the deliverable’s failure to reasonably conform with the Specifications and for no other reason.
4. **Staffing:** An integrated management and delivery team is critical to gaining stakeholder buy-in, coordinating activities across service phases, customizing deliverables with organizational context, and ensuring the successful delivery of services.
- 4.1. **Resources:** Supplier will dedicate full time resources throughout the course of the Engagement, with additional Subject Matter Experts (SMEs) as needed. Supplier may reallocate and/or replace resources as needed throughout the execution of service to ensure appropriate skills are available.
5. **Client Responsibilities:** An essential key to success during a delivery of service is the commitment from the Client stakeholders and staff members.
- 5.1. **Stakeholder Commitment:** Client will designate a focal point for Supplier communications relative to this Engagement and will engage with relevant Client parties with the authority to act for Client. The client focal point’s responsibilities include the following:
- 5.1.1. Manage Client obligations and personnel for this Engagement
 - 5.1.2. Serve as the interface between Supplier and all Client departments and/or parties participating in this Engagement
 - 5.1.3. Provide timely feedback, updates, requested items
 - 5.1.4. Obtain and provide information, data, and decisions as well as resolve action items and answer questions within three (3) working days of Supplier’s request unless Client and Supplier agree in writing to a different response time
 - 5.1.5. Help resolve Project issues and escalate issues within Client organization

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- 5.1.6. Review and confirm with the Client invoice or billing requirements
- 5.2. **Working Space:** If applicable, provide office space, accommodations, and facilities that Supplier may reasonably require to perform the Service includes, as applicable, security badges, supplies, furniture, computer facilities, telephone communications, analog lines, parking, and other facilities for such Supplier personnel working on the Engagement at Client location.
- 5.3. **Working Hours:** Supplier shall perform all on-site Engagement activities between the hours of 9:00 AM and 5:00 PM (ET) Monday through Friday, excluding observed Supplier and US Federal holidays.
- 5.3.1. Exceptions:** In the event that Supplier has a need to perform Engagement activities outside of the normal working hours described above, Supplier shall notify the Client's focal point through Supplier's preferred communication's channel. The responsibility will be on the Client's focal point to facilitate these activities for successful completion of Engagement activities.
- 5.4. **Access:** Client or Client's focal point will provide timely access to requested documentation, systems, processes, policies, procedures, personnel, and other requested items for the completion of Service.
- 5.5. **Collaboration:** Client will utilize Supplier's collaboration platforms and channels to ensure safe and secure transmission of requested items unless otherwise specified in writing and agreed upon by Client and Supplier.