



Investigative Response Agreement

University of Central Florida (Customer)	<p>Verizon's presentation of this Agreement to Customer is an offer by Verizon to bind both parties to the terms stated herein, which Customer may accept by signing and submitting it to Verizon without alteration. If signed and submitted without alteration, this document is deemed binding on the parties as of the date it was signed by Customer ("Effective Date").</p>
Customer Address and Invoice Address: PO Box 160000 Orlando, FL 32816 Phone: 407-823-0206	
Customer Signature: Joel L. Hartman <small>Digitally signed by Joel L. Hartman DN: cn=Joel L. Hartman, o=University of Central Florida, ou, email=joel.hartman@ucf.edu, c=US Date: 2016.01.26 21:38:50 -0500</small>	
Name: Joel L. Hartman	
Title: Vice President and CIO	
Date: January 26, 2016	

1. **Parties and Agreement.** This Investigative Response Agreement ("IR Agreement") and the Investigative Response Service Attachment attached hereto ("IRSA") (collectively referred at as "Agreement") by and between Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services (individually and collectively "Verizon"), a company incorporated under the laws of the state of Delaware, whose principal office is at One Verizon Way Basking Ridge, New Jersey 07920, and Customer establishes the framework under which Customer can purchase Investigative Response services (the "IR Services") and reports, written recommendations and analyses ("Deliverables") as defined within a Statement of Work ("SOW") and may not be used to purchase any other Verizon services or any services that include social engineering, social engineering assessments, or network scanning. References to "Verizon" in this Agreement include all Verizon agents and contractors. When executed on behalf of Verizon and Customer, each such SOW shall become part of this Agreement, effective as of the date stated in such SOW. Additional terms governing the provision of IR Services may be contained in an SOW. If there is a conflict between the terms of this IR Agreement, the IRSA and any SOW, the terms of the IRSA shall prevail over the terms of the SOW and the terms of the IR Agreement shall prevail over the IRSA. This Agreement, together with the relevant SOW(s), set out the entire agreement between the parties regarding the IR Services purchased by Customer and replaces any prior oral or written communications between the parties with respect to the IR Services. The SOW may reference a Customer purchase order as part of its documentation but any terms and conditions contained in such purchase orders are rejected, void and have no force or effect

2. **Payment Terms.**
 2.1 **Taxes.** All charges are exclusive of applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like

charges, and tax-related and other surcharges ("Taxes"), which Customer will pay. If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.

2.2 **Invoices.** Customer shall pay Verizon invoices within 30 days of the invoice date, and shall be invoiced at the address above. Amounts not paid on or before 30 days from the invoice date will be past due and interest shall accrue on any past due amount from the invoice due date until payment (whether before or after judgment) at a rate to be determined by Verizon which may not exceed either: (a) the greater of either 1.5% per month or 2% above the Royal Bank of Scotland's base lending rate, as adjusted from time to time; (b) the amount indicated in an SOW, or (c) the maximum amount allowed by applicable law. A "Disputed Amount" is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. If Customer notifies Verizon of a Disputed Amount within 30 days of the invoice date the Disputed Amount may be withheld. In the event the Disputed Amount (or any part thereof) is determined by Verizon (in its reasonable opinion) to be: (a) not valid, then the withheld amount will be past due and must be paid (including interest accrued from the invoice due date, if any) within five days of notification by Verizon to Customer of that determination or the current due date under the relevant invoice, whichever is the later; or (b) valid, Verizon will issue a credit to the account to which the Disputed Amount relates. Verizon's determination of Disputed Amounts is

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final. If Customer does not give Verizon written notice of a Disputed Amount with respect to charges or the application of Taxes within 3 months of the date of an invoice, the invoice will be deemed to be correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

2.3. Expenses. Customary and reasonable travel, lodging and other associated business related expenses ("Expenses") are not included in the fees provided in the SOW. Subject to Customer's policies regarding reimbursable expenses, reimbursement rates and substantiation and verification of Expenses, Verizon is authorized to incur Expenses in connection with the SOW with the prior approval of the Customer. Customer will reimburse Verizon for the approved Expenses which shall be invoiced to the Customer, at cost, monthly in arrears.

3. Term and Termination.

3.1 Term of the Agreement. This Agreement shall continue from the Effective Date until either party terminates with at least 30 days prior written notice (the "Term"). The term for any and all SOWs covered under this Agreement will not exceed the term of the Agreement.

3.2 Termination. Either party has the right to terminate this Agreement for "Cause". "Cause" means a breach by either party of any material provision of the Agreement, which is incapable of remedy or if capable of remedy remains uncured for 30 days from written notice of such breach or, in the case of Customer's failure to pay any past due amount 30 days from notice of such failure. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation.

4. Intellectual Property Rights.

4.1 General. Each party agrees that except and to the extent provided below, it shall acquire no right, title or interest in or to the other party's information, data base rights, data, tools, processes or methods, or any patents, copyrights, trademarks, service marks, trade secrets, or any other intellectual property rights of the other party by virtue of the provision or use of the IR Services.

4.2 Ownership of Deliverables. As between Verizon and Customer, all right, title and interest in any Deliverable is owned by Verizon and/or its suppliers and any information, materials, methodologies or know-how used by Verizon in connection with any Deliverable, is the Confidential Information of Verizon and/or its suppliers or subcontractors, except for the underlying factual data of the Customer gathered through the provision of the IR Services, which is owned by Customer ("Customer Information"). Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property created or delivered by Verizon, whether in connection with its performance of this IR Service Agreement or otherwise.

4.3 License to use Deliverables. Subject to the terms herein and in exchange of payment for IR

Services by Customer, Verizon grants to Customer a non-exclusive, nontransferable, license to use any Deliverables solely for Customer's internal business purposes or other purposes expressly contemplated by the SOW, including the right to make a reasonable number of copies of such Deliverable, if applicable. Unless otherwise expressly contemplated in the SOW, Customer may only provide Deliverables to a computer forensic team, law enforcement or other third parties with Verizon's prior consent.

4.4 License to use Customer Information. Customer grants Verizon a non-exclusive, royalty-free license to use Customer Information solely for, and to the extent necessary to, provide the IR Services.

5. Representations.

5.1 Performance. Verizon warrants, to Customer only, that it will perform IR Services in a good and workmanlike manner, and that any Deliverables will comply with the specifications in the applicable SOW.

5.2 Limited Warranty. Except as otherwise stated herein, all IR Services and Deliverables provided by Verizon are provided "AS IS". TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERIZON DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. . THE WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.

5.3 Intellectual Property Infringement, Warranties, and Indemnification. Regarding the IR Services, Deliverables, Diagnostic Facilities and Services (collectively "Services") furnished by Verizon, Verizon shall defend, indemnify and hold harmless Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the Services hereunder infringe or misappropriate the intellectual property rights of a third party, ("Claims") and reasonable attorney's fees incurred by Customer in connection with any such Claim. Customer shall (a) promptly give Verizon written notice of the Claim; (b) give Verizon sole control of the defense and settlement of the Claim provided, however, that Verizon shall not settle any Claim in a manner that would require payment obligation on the part of the Customer, or any admission of fault by the Customer without the prior written consent of the Customer.

5.4 Customer Warranty. Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the IR Services. Customer warrants that it owns and/or has the authority to engage Verizon to perform IR Services on any Internet Protocol ("IP") address(es) or domain(s) provided by Customer to Verizon. Customer hereby assumes the sole responsibility for the accuracy of the IP addresses and domains provided to Verizon.

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- 5.5 Verizon's Disclaimer of Warranties.** Verizon does not guarantee that any network, computer systems, or any portions thereof are secure. Verizon does not warrant that use of the IR Services will be uninterrupted or error-free or that any defect in the IR Services will be correctable or that Incidents (as defined in the IRSA) will be fully contained. Customer acknowledges that impenetrable security cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining Unauthorized Access (as defined in the IRSA). Customer further acknowledges that the IR Services may require measures to obtain data and evidence including without limitation physical disassembly of Customer's equipment, and such measures may cause such equipment to no longer be functional.
- 5.6 Compliance with Laws.** Customer will comply, and will cause users of the Deliverables to comply, with all applicable laws and regulations including without limitation: (1) local license or permit requirements; and (2) other applicable export/re-export, sanctions, import and customs laws and regulations.
- 6. Disclaimer/Limitation of Liability.**
- 6.1** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, OR FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH PARTY RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES.
- 6.2** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE AMOUNT PAYABLE TO VERIZON FOR THE SERVICES UNDER THE APPLICABLE SOW. The foregoing does not limit (A) either party's liability: (i) in tort for its willful or intentional misconduct, or (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a party's gross negligence (where such concept is recognized in a particular jurisdiction); or (B) Verizon's liability with respect to infringement of intellectual property claims by third party against Customer in connection with the IR Services, Deliverables, Diagnostic Facilities.
- 7. Network Scanning Indemnity.** Where applicable to the IR Services being provided, Customer understands that network scanning and the technology associated with it (collectively "Network Scanning"), have substantial inherent risks, including but not limited to, the loss, disruption, or performance degradation of the Customer's or a third party's business processes, telecommunications, computer products, utilities, or data (the "Scanning Risks"). Network Scanning refers to the activities, and associated technology, for identifying and analyzing networked devices. The parties agree that Customer will not order, and Verizon will not perform, any IR Services under this Agreement that would constitute Network Scanning.
- 8. Third Party Sites and Information.** Customer may request that Verizon perform the IR Services at a third party's site or perform IR Services related to a third party's information. Customer hereby represents and warrants to Verizon that if it makes such a request, prior to Verizon's commencement of IR Services, such third party provided Customer authorization to engage Verizon to perform these IR Services at such third party's site and to access such third party's information.
- 9. Social Engineering.** The parties agree that Customer will not order, and Verizon will not perform, any IR Services under this Agreement that would constitute social engineering services or assessments.
- 10. Confidential Information.**
- 10.1 Access.** Each party acknowledges that it and its employees or agents may, in the course of the Agreement, have access to or acquire information that is proprietary or confidential to the other party.
- 10.2 Definition.** "Confidential Information" means information of the types specified below (in whatever form) which are designated as confidential or proprietary by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) and reduced to a written or other tangible summary that contains conspicuous proprietary markings or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may include the following types of information: (a) non-public, proprietary information relating to the disclosing party's customers, suppliers, personnel, products, services, financial information, development, trade secrets, processes, formulas, know-how, technical guides, technical data, results of remote assessments by the disclosing party; (b) non-public proprietary information relating to disclosing party hardware, software, screens, specifications, designs, plans, drawings, prototypes, discoveries, security policies; passwords, access codes and the like; router, firewall and other such equipment configuration information; filtering configurations, or other information directly relating to the integrity or security of the disclosing party's network or computer systems; (c) Customer Information; and (d) the methods, systems, data, and materials used or provided by Verizon in the performance of IR Services pursuant to this Agreement. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel

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and is not subject to restrictions on use or disclosure; (b) publicly available through no act or omission of the receiving party; (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party; or (d) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or its computer network or computer systems.

10.3 Use. The receiving party agrees to use Confidential Information received from the disclosing party solely in connection with the performance of such party's obligations and rights under this Agreement. The receiving party agrees to use reasonable measures, no less stringent than those measures used by the receiving party to protect its own confidential and proprietary information, to protect the Confidential Information of the disclosing party from disclosure to or use by any third party. Unless authorized to do so in writing by the disclosing party, neither the receiving party, nor any third party acting on the receiving party's behalf, will for any reason use or disclose to any person any of the disclosing party's Confidential Information; provided, however, that a receiving party has the right, without the prior written consent of the disclosing party, to disclose Confidential Information of the disclosing party to any person who needs to know the Confidential Information to assist the receiving party to fulfill its obligations or rights under this Agreement, who is informed by the receiving party of the confidential nature of the Confidential Information, and who agrees in writing to nondisclosure and non-use provisions comparable to those in this Agreement and provided further that the receiving party shall be responsible for breach of such Agreement by such persons. The term "person" as used in this clause shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing in this Agreement shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated in this Agreement. In the event that the receiving party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable law, regulation or court order, it may do so if legally permissible provided that the receiving party shall, as soon as practicable, notify the disclosing party to allow it an adequate opportunity to object to the disclosure or to take other actions to preserve the confidentiality of the disclosing party's Confidential Information. Prior to any disclosure pursuant to this clause, the receiving party shall cooperate with the disclosing party in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

11. Customer Data.

11.1 Customer Data. Customer acknowledges that Verizon, Verizon's affiliated entities and their respective agents will, by virtue of the provision of the IR Service, come into possession of Customer Data including personal and/or private information, voice and data

transmissions and the originating and destination numbers and IP addresses, date, time, duration, and other data necessary for the establishment, billing or maintenance of such transmissions. "Customer Data" in the context of this provision shall mean information regarding Customer, its employees and users, including without limitation, personal and/or private information, voice and data transmissions and the originating and destination numbers and IP addresses, date, time, duration, and other data necessary for the provision of IR Services.

11.2 Protection Measures. Verizon will implement appropriate technical and organizational measures to protect "Regulated Customer Data" against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing.

11.3 Access. Customer may access Regulated Customer Data in the possession of Verizon, on written notice, and any agreed errors in such Regulated Customer Data shall be rectified.

11.4 Intentionally left blank

11.5 The parties acknowledge and agree that Verizon's use of Customer Data shall be limited to (a) provisioning, managing, accounting and/or billing for the Service; (b) carrying out fraud detection; (c) complying with any statutory and/or regulatory requirement; and (d) complying with a written order of a court of competent jurisdiction or other duly empowered public authority.

11.6 Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties.

12. Interconnection. If required in order to provide the IR Services, Customer will permit Verizon to connect diagnostic software and equipment ("Diagnostic Facilities") to Customer's information network systems and other equipment (the "Customer Network") for purposes of performing the IR Services. Verizon has no liability or obligation for: (a) the installation, operation or maintenance of Customer's Network; (b) the availability, capacity and/or condition of the Customer Network; or (c) any adverse impact of the IR Services on the Customer Network. The Diagnostic Facilities will remain the property of Verizon, and Customer will have no right or interest in the Diagnostic Facilities. Customer may not move, alter, or attach anything to the Diagnostic Facilities without Verizon's prior written consent. Customer is responsible for any damage to or loss of the Diagnostic Facilities as a result of Customer's negligence or willful misconduct. Verizon is responsible for any damage to or loss of the Diagnostic Facilities as a result of Verizon's negligence or willful misconduct.

13. Non-Solicitation of Employees. Except with the prior written consent of the other party, both parties to this Agreement agree that, during the term of this Agreement and for a period of 12 months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was involved in the performance of IR Services at

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any time during the term of the Agreement, to leave such employment. This restriction does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation.

14. General Provisions.

14.1 Severability & Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed. No such waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provisions hereof.

14.2 Headings. Clause numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision.

14.3 Applicable Law and Language. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The language for all communications regarding this Agreement shall be English.

14.4 Force Majeure. With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement due to its delay or inability to perform its obligations by reasons beyond its reasonable control, including, without restriction, fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system.

14.5 Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, that Verizon may assign any and all of its rights and obligations under this Agreement: (a) to any Verizon affiliate; (b) to a third party pursuant to any sale or transfer of substantially all the assets or business of Verizon; or (c) to a third party pursuant to any financing, merger, or reorganization of Verizon.

15. Notice. Any notice required to be given under this Agreement will be in writing, in English, and transmitted via email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt at the addresses set out in this Agreement or such other addresses as may be specified by a party from time to time. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent.

16. Independent Contractors. The parties to the Agreement are independent contractors and the Agreement will not

establish any relationship of partnership, joint venture, employment, franchise or agency between Verizon and Customer. Neither party has the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

17. Geographic Limitations. IR Services are offered to Customer only within those jurisdiction(s) where the Verizon entities identified in the SOW as performing the IR Services are incorporated and are legally entitled to perform the IR Services. If the foregoing conditions are not met in relation to the IR Services performed hereunder, Verizon may terminate the applicable SOW by notice in writing to Customer and in such case such SOW shall have no further effect.

Investigative Response Service Attachment (IRSA)

1. **Description of Investigative Response Services.** IR Services will assist Customer to respond to Incidents (as defined below) to Customer's information network systems and other equipment (the "Customer Network"). IR Services typically consist of two phases: 1) Initial Incident Response, and 2) Incident Analysis. The actual scope of the IR Services will be described in the SOW a template of which is attached as Exhibit A.
2. **Incident.** An "Incident" is a Customer Network security-related occurrence or suspected occurrence of one or more of the following:
 - 2.1 **Unauthorized Access.** Gaining of access to the Customer Network, Customer computer system(s), backup tapes, storage media, or computer network(s) by an unauthorized person or persons or an authorized person in an unauthorized manner.
 - 2.2 **Hostile Actions.** Actions to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide Unauthorized Access.
 - 2.3 **Computer Crime.** Dishonest, fraudulent, malicious, or criminal use of the Customer Network or Customer computer system(s) to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or network and obtain financial benefit.
 - 2.4 **Data Retention.** Retention or misuse of Customer's data, in a manner violating laws, industry regulations or Customer's organizational or legal standards.
 - 2.5 **Computer Virus.** Introduction, implantation, or spread of a corrupting, harmful, or otherwise unauthorized piece of computer code that infiltrates computer system(s), including a set of unauthorized instructions, programmatic or otherwise, that propagates itself through Customer computer network(s), including crimeware, trojan horses, worms, and logic bombs.
 - 2.6 **Computer Attack.** An attack on a computer system(s) or network(s) resulting in a degradation of quality of service, impact to Customer confidence, or loss of Customer Confidential Information.
 - 2.7 **Extortion.** Any threat or connected series of threats to commit an Incident or to adversely affect Customer's reputation or public standing which may involve a demand for funds or property to be paid or delivered.
 - 2.8 **Information Theft.** Any unlawful taking of Customer electronic data stored in Customer Network and/or a computer system or network, or the electronic data of a third party stored thereon or on a network for which Customer is legally responsible.
3. **Initial Incident Response.** The Initial Incident Response phase commences upon execution of the SOW by Customer and Verizon. Verizon will work in close coordination with Customer personnel to identify, analyze, and potentially report or disclose the digital articles of evidence (the "Evidence") that may identify the Incident. Customer must: 1) take reasonable steps to make Customer personnel available at all times during the IR Services, 2) provide Verizon all necessary approvals, and 3) provide access to the in-scope portion of the Customer Network at all times during the onsite portion of the IR Services in order for Verizon to evaluate the cause and extent of the Incident.
 - 3.1 **Methodology.**
 - 3.1.1 **Gather information.** Verizon will identify, analyze and perform onsite collection of the Evidence in the Customer Network and any specific application within the Customer Network that the parties agree to be in-scope.
 - 3.1.2 **Containment.** Once the source of the Incident has been identified, in the case of security related incidents, Verizon will work with Customer to contain the Incident. Containment may require Customer to approve or perform system-level modifications to the Customer Network. Any Customer Network modifications while IR Services are being performed should be at the direction of Verizon.
 - 3.1.3 **Evidence Preservation.** Verizon may collect and maintain the Evidence during the Initial Incident Response phase and, if necessary, transfer the Evidence to Verizon's computer forensics labs to further the Incident Analysis described below. Work product generated will be stored in Verizon's protected storage environment for up to 18 months following completion of the IR Services into the Incident for which such work product was generated.
 - 3.2 **Deliverables.** The Initial Incident Response phase will be summarized in a report outlining the Initial Incident Response activities and documenting the impact the collected Evidence had on defining the Incident. This report may either be 1) an "Incident Report Short Form," or 2) a "Statement of Preliminary Findings," depending on Customer's needs (the "Initial Incident Report"). The Initial Incident Response phase will be completed upon delivery of the Initial Incident Report.
4. **Incident Analysis.** The Incident Analysis phase will commence after the Initial Incident Response phase has been completed. Verizon will utilize a combination of open-source, proprietary, and commercially-available tools to analyze and collect Evidence from Customer's Network and Information Systems. Where possible, these efforts will be performed on Customer premises but it may be required to transfer the Evidence to a Verizon forensic laboratory. Verizon will maintain the chain of custody of any Evidence transferred pursuant to Verizon's security policies. At the conclusion of this phase, the Evidence will be secured for further analysis, transferred to a third party if directed by Customer, or transferred to law enforcement personnel, as needed.
 - 4.1 **Methodology.**
 - 4.1.1 **Pre-Processing.** Verizon will pre-process collected evidence to maximize the discovery of relevant data including, but not limited to, expansion of compressed files, recreation of deleted data that have not yet been overwritten and were not encrypted, indexing of data for optimized

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searching, and keyword search and expression matching.

4.1.2 Location. Once pre-processing is complete as described above, Verizon will perform more in-depth analysis of the Evidence to attempt to locate signs of the Incident and other elements (e.g. misappropriation of resources, tampering, etc.).

4.1.3 Extent. Verizon will identify the extent of the Incident by attempting to determine the behaviors associated with the incident, source, initial point of entry, tools and methods employed and a listing of the systems, accounts, and third-parties potentially exposed. In situations involving Information Theft, the extent of the Incident will consist of the quantities and types of information compromised.

4.1.4 Techniques. Verizon may use one or more of the following techniques to analyze Evidence:

- Time line of file, application, network, and system event activity.
- Analysis of allocated disk sectors, files, and directories for the purposes of recovering deleted data.
- Analysis of unallocated file system space for relevant information that may have been deleted.
- In-depth analysis of file system binaries and executables for evidence of tampering or misuse.
- Recovery of relevant data stored on damaged or otherwise unusable media.
- Analysis of tapes, optical media, and other backup related mediums for evidence of relevant information.
- Other tools available to assist in the evidence being analyzed

4.2 Deliverables. Verizon will deliver a "Management Report" that will organize the Evidence into findings and summarize the identified impacts of the Incident to the Customer Network. The Management Report will set forth the specific findings of the Incident Analysis phase and specific findings and recommendations relevant to the incident. The Incident Analysis phase will be completed upon delivery of the Management Report.

5. Customer Conditions. As a condition of the IR Services Customer agrees to:

5.1 Provide Verizon with copies of all configuration information, log files, intrusion detection events, and other forensic data relevant to the Incident and its analysis;

5.2 Manage the collection and dissemination of all information regarding an Incident with Customer technical and managerial personnel, legal and public relations departments, others within Customer enterprise, and other companies;

5.3 Be responsible for and facilitate all communications between Verizon and any third-party vendors utilized by Customer, including Internet service providers and content-hosting firms;

5.4 Provide a secure office or work area equipped with desks, chairs, telephones, and laptop computer connections (or analog telephone lines, Internet as Verizon specifies) for use by Verizon while working on-site at Customer premises;

5.5 Provide Verizon with supervised access to computer systems and computer networks during the agreed upon timeframe;

5.6 Be responsible for the decision to implement (or not to implement) any recommendations and the results achieved from such implementation;

5.7 Be responsible for the actual content of any data file, selection, and implementation of controls on its access and use, and security of stored data;

5.8 Be responsible for the decision to notify any outside parties, including law enforcement, of the results of the IR Services; and

5.9 Provide any information or assistance as may be reasonably required for Verizon to perform IR Services.

6. Costs Incurred by Verizon Resulting From the Incident. The Incident may require Verizon personnel to exert effort and incur costs in support of the Incident and Customer's response thereto, including demands made by subpoena or otherwise from law enforcement, government entities, litigants, courts, or grand juries for documents or testimony. Customer shall reimburse Verizon and its affiliated companies for any such costs, as well as fees for the time involved in such effort.

7. Litigation Support. Upon Customer's request, Verizon personnel will provide services to Customer's information technology security personnel or legal counsel to assist in pursuing criminal prosecution or civil proceedings and responding to government and/or courts proceedings ("Litigation Support"). Litigation Support includes assistance by serving in a consulting capacity, serving as an expert witness, or providing expert testimony in preparing case evidence and documentation. Such Litigation Support services will be scoped and priced separately and delivered pursuant to a separate mutually executed SOW.

8. Changes to a SOW. Either party may propose a change to a SOW by submitting a request to the other party detailing such change. Proposed changes to the SOW may be by email. Upon review of the changes to the SOW, Verizon will notify Customer in writing of any potential changes to the fees of IR Services, as well as any schedule and other impacts to the SOW. Upon mutual agreement, Verizon will provide Customer with a proposed SOW amendment or a new SOW, which will describe the proposed changes to the IR Services or new IR Service, including any changed or new fees and schedules. Both parties must execute the SOW amendment or new SOW, and upon mutual execution,

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both parties will perform their obligations under the amended or new SOW.

END OF SERVICE ATTACHMENT

Exhibit A Investigative Response Agreement Statement of Work (SOW)

1. **General.** This Statement of Work (the "SOW") is made part of the Investigative Response Service Attachment ("IRSA"), and related Investigative Response Agreement (the "IR Agreement") (collectively, the "Agreement") between Verizon and the business entity listed as "Customer" below and, together herein, sets forth the terms and conditions for the particular Investigative Response Services (the "Services") to be provided to Customer. The Services ("Services") may be performed and billed by Verizon or an affiliate.

2. **Term.** The rates, charges and discounts contained herein will be effective upon the date of Customer's signature and delivery of the IR Agreement (if not already executed) and this SOW to Verizon (the "SOW Effective Date") and terminate 6 (six) months from the SOW Effective Date or upon the completion of the IR Services by Verizon whichever occurs first (the "Term"). Notwithstanding the foregoing, the length of time to complete IR Services is dependent on a number of factors including, but not limited to, the severity of the Incident, the number of devices affected by the Incident, the physical layout of the equipment, and the physical condition of the Customer's site. Any changes to the Order Summary below must be addressed in a change to the SOW in accordance with Clause 8 of the IRSA.

3. **Payment.** Verizon will invoice, and Customer will pay, for IR Services on a time and materials ("T&M") basis. Verizon shall invoice Customer, at the location in the IR Agreement, on a monthly basis and in arrears, for IR Services and associated fees and expenses.

4. **Order Summary.**

IR Services to be Provided	Customer Location(s)	T&M Hourly Rate
Investigative Response Services (Sr. Consultant)	4000 Central Florida Blvd Orlando, FL 32816	[REDACTED]
EXPENSES ARE NOT INCLUDED IN THE ABOVE PRICING		
Notes (If applicable): Not to exceed 160 hours without customer consent.		

Verizon is authorized to incur customary and reasonable travel, lodging and other associated expenses in connection with the IR Services, provided Verizon has obtained prior approval from the Customer. Customer will reimburse Verizon for approved expenses in accordance with Customer reasonable reimbursement policies and rates provided in advance to Verizon. Expenses are not included in the fees provided above, and any approved travel or expenses incurred as part of these IR Services shall be invoiced to the Customer, at cost, monthly in arrears.

5.1 **Customer Counsel.** The IR Services in this SOW, are being requested at the direction of Customer's Counsel, **Vedder Price** ("Customer Counsel") and are being performed by Verizon pursuant to a request by Customer Counsel for the purpose of Customer Counsel to provide Customer legal advice. In order for Customer Counsel to provide the legal advice requested by Customer, the IR Services are being procured under the Agreement. All deliverables and other communications generated by Verizon pursuant to this IR SOW will be provided only to Customer Counsel and those Customer employees specifically identified by Customer Counsel.

5.2 **Attorney Work Product.** The IR Services, deliverables described herein ("Deliverables"), findings and materials relevant to the IR Services are intended by Customer to be Confidential and Attorney Work Product. All Deliverables, documents, materials and other communications which may occur, be produced or result from the IR Services shall be treated as Confidential Information under section 10 of the IR Agreement in addition to the requirements of this IR Service Attachment. All such materials are to be marked "**Confidential: Attorney Work Product, All Legal Privileges Claimed & Not Waived.**" Non-written or other tangible ("oral disclosure") materials must be disclosed as confidential information by the disclosing party at the time of initial oral disclosure by the disclosing party to the receiving party in order to be considered confidential information of the disclosing party unless, given the facts and circumstances of the disclosure, a reasonable person would understand the oral disclosure to be confidential.