



## **Email Security Management (ESM) Solution Description**

The following is included as part of the Email Security Management (ESM) Cyvatar Cybersecurity Solution, which shall be delivered in accordance with and subject to the terms of this Solution Description and the terms and conditions of the Agreement.

### **1. Member Delivery.**

**1.1. Security Engineer.** As part of the Email Security Management (ESM) Solution, the Client will get access to a Cyvatar "Security Engineer," who will create the mutually agreed schedule for delivery of the various aspects of the solution and who will oversee the delivery of the solution.

**1.2. Security Engineer Schedule & Tasks.** The Security Engineer shall create a mutually agreed upon schedule to facilitate the delivery of the events/tasks set forth below. Notwithstanding the foregoing, all timelines, deliverables, and implementation efforts outlined in any mutually agreed schedule are estimates only.

**1.2.1. Installation and Configuration of Third-Party Product (s).** Cyvatar shall oversee the installation and configuration of the relevant Third-Party Product(s) approved by the Client for installation into the Client's environment. The potential list of Third-Party Product(s) that may be relevant to the delivery of the Solution is listed in Section 4 below. The Client shall approve the actual Third-Party Product(s) installed/configured.

**1.2.2. Assessment.** Cyvatar shall continuously assess the risks associated with the relevant Third-Party Product(s) available and evaluate gaps based on security best practices. Gaps identified shall be documented with recommendations for remediation.

**1.2.3. Remediation.** Cyvatar shall continuously review gaps identified through the assessment and work with the Client to develop a remediation plan and schedule. Cyvatar shall lead the remediation



until identified gaps are remediated to the extent reasonably possible and approved by the Client. Remediation work shall only be conducted after the Client has agreed to recommended actions.

**1.2.4. Maintenance of Remediated Status.** Once all identified gaps are remediated through the remediation plan, to the extent reasonably possible and approved by the Client, Cyvatar shall assist in maintaining that remediated status throughout the Subscription Term. Any remediation work shall only be conducted after the Client has agreed to recommended actions.

**1.2.5. Monthly Executive Reporting.** Cyvatar shall deliver monthly reporting; the specific parameters reported shall be as mutually agreed.

**2. Client Obligations.** The Client understands and agrees that for Cyvatar to provide the Email Security Management (ESM) Cyvatar Cybersecurity Solution, including relevant Professional Services, Cyvatar will need access to specific Client resources, personnel, and systems. As such, the Client agrees to the following:

- 2.1.** The client shall identify an internal point of contact for this engagement.
- 2.2.** The client shall provide relevant information on proposed applications, computing systems, users, and data.
- 2.3.** The client is responsible for the initial installation of the Third-Party Product(s) with the remote targeted assistance of Cyvatar.
- 2.4.** The client is responsible for network, host, or cloud availability at all times; lack of network, host, or cloud readiness may result in a lack of productivity and ability to provide Email Security Management (ESM) Cyvatar Cybersecurity Solution.
- 2.5.** The client shall provide Cyvatar with necessary documentation as needed.
- 2.6.** The client will schedule interviews with the appropriate individuals, as requested by Cyvatar.

**3. Included Third-Party Product Licenses.** The Email Security Management (ESM) Cyvatar Cybersecurity Solution shall include reselling of licenses to certain of the following Third-Party Products listed below. The specific Third-Party



Product(s) to be licensed, resold, and installed shall be determined by the number and type of assets monitored and/or managed as part of the solution, technical requirements, and recommendations of Cyvatar after discussions with the Client. The final list of Third-Party Product(s) shall be approved by the Client after Cyvatar's recommendation. The Third-Party Terms that are relevant to the Third-Party Products are listed below. The client agrees that as part of approving the Third-Party Product for installation, it agrees it has reviewed and is approving the Third-Party Terms relevant to the use of the Third-Party Products.

Third Party Product (Resale)	Third-Party Terms
Cloudflare – Area 1 Security	<a href="https://area1security.com/terms-and-conditions">https://area1security.com/terms-and-conditions</a>

**4. Exclusions.**

- 4.1. None of the above shall be performed onsite by Cyvatar.
- 4.2. None of the above shall include Cyvatar acting as an incident response team.
- 4.3. Notwithstanding anything to the contrary in this Agreement, Cyvatar shall not be required to provide end user access to the Third Party Product or any component of the Solutions to the Client.