

NETWITNESS® RETAINER FOR INCIDENT RESPONSE – GOLD

Project Overview

This NetWitness Service Brief details the NetWitness *Retainer for Incident Response – Gold* service offering. This service provides customers with a proactive process for engaging NetWitness on retainer, facilitating rapid access to incident response resources and expertise should an incident occur.

All services, contracts, and activities in connection with this Service Brief shall be conducted in English.

Project Scope

A NetWitness Professional Services consultant, or authorized agent, will work closely with Customer staff to perform the various NetWitness Retainer for Incident Response – Gold tasks, which may include some or all of the following:

- Perform the services within the Customer’s environment as defined in this Service Brief.
- Conduct the engagement within prescribed terms of the “Fixed Bid Service Fee and Invoicing Schedule” (below).
- Proactively define engagement process in anticipation of incident scenario (“Initial Review”):
 - Identify the locations relating to any Initial Response services which may be provided.
 - Review organizational mission, asset criticality and the nature of potentially targeted data.
 - Identify points of contact, roles and responsibilities and related contact information.
 - Review the incident handling and escalation process and breach disclosure requirements.
 - Identify Customer technologies which may assist in any potential incident response activities.
 - Review geographic footprint and locations for any potential follow-on incident response activities.
 - Review engagement “Welcome Pack,” consisting of the instructions and guidelines for engaging NetWitness’ Incident Response team in the event of an incident.
- Subject to being contacted by Customer in an actual incident scenario (“Initial Response”):
 - Conduct initial triage:
 - Review current situation, participant roles and responsibilities (including finance, legal, law enforcement, etc.), activities and data gathered to date, the nature of targeted data and its criticality.
 - Identify additional data gathering requirements (e.g., log files, network packet capture, host forensic images, memory dumps and malware).
 - Conduct preliminary analysis:
 - Review data gathered to date, which may include using a combination of open-source intelligence gathering and research, host-based forensic analysis, network-based forensic analysis and malware analysis.
 - Provide direction and guidance for additional activities, including the deployment of enterprise-class NetWitness tools and technologies as appropriate, for incident response and remediation activities to be fulfilled in a separate Statement of Work.
 - Draft and review *Preliminary Analysis Report* outlining general findings and suggested next steps.

* Travel is not included. Please work with your NetWitness representative regarding any requirements for on-site consulting

Deliverables

The following deliverables are provided in connection with this Service:

- *Preliminary Analysis Report*, if applicable

NetWitness Staffing

- NetWitness provides appropriate personnel to perform the Services specified in the “Project Scope” section. Some or all services may be delivered remotely.

Customer Responsibilities

- Provide at least one (1) technical contact with system administration responsibilities and appropriate system/information access privileges.
- Reviewing and agreeing on engagement objectives.
- Ensure that all environment and operational requirements are met prior to commencement of the Services.
- Provide access to the Customer’s systems and networks as necessary to perform the Services during NetWitness’ normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location (work site) is prepared to perform the engagement services.
- Respond in a timely fashion to questions posed by NetWitness regarding the project.
- Complete all planning and scheduling activities required by customer.

Service Schedule

- The Services described in this *Service Brief* are delivered during NetWitness’ normal business hours (M–F, excluding NetWitness/local holidays).
- Unless otherwise specified or agreed by NetWitness, the Services are performed on consecutive days.
- The anticipated Service start date is within thirty (30) days, or a mutually agreed upon start date, after receipt and approval by NetWitness of the Customer’s purchase order for this Service.

After having completed the Initial Review:

- The service level for initial triage is within three (3) hours of being contacted by Customer in an actual incident scenario.
- The service level for remote preliminary analysis is within twelve (12) hours of being contacted by Customer in an actual incident scenario.
- The service level for any on-site preliminary analysis is to be en route within twenty-four (24) hours of being contacted by Customer in an actual incident scenario, subject to any visa or travel requirements which may be outside of NetWitness’ control.

Project Scope Exclusions/Changes

Any additions or changes to the Project Scope must be mutually agreed upon by NetWitness and the Customer in a separate NetWitness *Statement of Work* detailing the proposed changes, the impact of the proposed change on pricing and schedule, and other relevant terms. Such changes include, but are not limited to:

- Any additional activities not listed in this *Service Brief*.
- Development of incident response processes and procedures.
- Incident remediation activities.
- Modification of any Customer hardware or software.
- Multiple, basic engagement services requiring Project Management services.

Fixed Bid Service Fee and Invoicing Schedule

- Customer shall have twelve (12) months from the date NetWitness books the Services described herein (“Service Period”). This Service shall automatically expire on the last day of the Service Period. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of this Service if Customer fails to use this Service within the Service Period.
- Invoices are issued upon NetWitness’ receipt and approval of the Customer’s purchase order.
 - For multi-unit purchases (multiple years of retainer service) invoices shall be issued yearly, at the beginning of each year’s Service Period. Effort hours must be consumed within each associated Service Period. Each unit will expire 12 months after initiation. The customer’s intention to utilize multiple quantities of services concurrently or consecutively must be clearly annotated on the quote to the customer.
- Customer will provide a new or amended purchase order and shall pay additional amounts related to (i) performance of services outside NetWitness’ normal business hours or consecutive days, and (ii) reimbursement of any travel-related expenses.

This Service Brief is subject to NetWitness’ [Terms and Conditions](#) for professional services in effect as of the date of approval by NetWitness of the Customer’s purchase order for this engagement. If necessary, in order to furnish the Services, NetWitness agrees to lend the Customer certain NetWitness products, which shall be governed by the NetWitness standard [Evaluation Terms](#) in effect as of the Effective Date. Notwithstanding any rights in standard terms or negotiated agreement, no Termination for Convenience will apply to this offering.

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