

**IBM Infrastructure Security Services -  
Managed Protection Services for Servers - Select**

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## Services Description

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### IBM Infrastructure Security Services - Managed Protection Services for Servers - Select

In addition to the terms and conditions specified below, this services description includes the “IBM Managed Security Services General Provisions” (“General Provisions”) located at [http://www-935.ibm.com/services/us/iss/html/contracts\\_worldwide\\_landing.html](http://www-935.ibm.com/services/us/iss/html/contracts_worldwide_landing.html) (from this page, please select your country in order to navigate to the country specific terms) and incorporated herein by reference.

#### 1. Scope of Services

IBM Infrastructure Security Services - Managed Protection Services for Servers - Select (called “MPS for Servers - Select” or “Services”) is designed to provide active protection for server devices, across a variety of platforms and operating systems, using one of the IBM Proventia® Server or IBM RealSecure® Server Sensor products (called “Agents”). MPS for Servers - Select helps provide pre-emptive protection from both local and network based attacks.

The Services features described herein are dependent upon the availability and supportability of products and product features being utilized. Even in the case of supported products, not all product features may be supported. Information on supported features is available from IBM upon request. This includes both IBM-provided and non-IBM-provided hardware, software, and firmware.

#### 2. Definitions

**Alert Condition (“AlertCon”)** – a global risk metric developed by IBM, using proprietary methods. The AlertCon is based on a variety of factors, including quantity and severity of known vulnerabilities, exploits for such vulnerabilities, the availability of such exploits to the public, mass-propagating worm activity, and global threat activity. The four levels of AlertCon are described in the IBM Managed Security Services (“IBM MSS”) portal (called “Portal”).

**Education Materials** – include, but are not limited to, lab manuals, instructor notes, literature, methodologies, electronic course and case study images, policies and procedures, and all other training-related property created by or on behalf of IBM. Where applicable, Education Materials may include participant manuals, exercise documents, lab documents and presentation slides provided by IBM.

**intrusion prevention system (“IPS”)** – a network security device or software application that employs detection and prevention techniques to monitor network activities for malicious or unwanted behavior. Such monitoring may identify and, in some cases, block possible security breaches in real-time.

**Web application protection** – designed to protect Web applications at the server level by helping to control and protect against attacks.

**X-Force® Certified Attack List (“XFCAL”)** – a comprehensive list of predefined IDS/IPS attacks that is updated quarterly by X-Force.

#### 3. Services

The following table highlights the measurable Services features. The subsequent sections provide narrative descriptions of each Services feature.

##### Services Feature Summary

Services Feature	Metric or Qty	Service Level Agreements
<a href="#">Services availability</a>	100%	<a href="#">Services availability SLA</a>
<a href="#">IBM MSS Portal availability</a>	99.9%	<a href="#">IBM MSS Portal availability SLA</a>
<a href="#">Authorized Security Contacts</a>	3 users	N/A
<a href="#">Log/event archival</a>	up to 7 years (1 year default)	N/A

<a href="#">Security incident prevention</a>	100%	<a href="#">Security incident prevention SLA</a>
<a href="#">Security incident identification</a>	100%	<a href="#">Security incident identification SLA</a>
<a href="#">Security incident notification</a>	15 minutes	<a href="#">Security incident notification SLA</a>
<a href="#">Policy change request</a>	Applies to blocking of legitimate traffic only	N/A
<a href="#">Policy change request acknowledgement</a>	2 hours	<a href="#">Policy change request acknowledgement SLA</a>
<a href="#">Policy change request implementation</a>	4 hours	<a href="#">Policy change request implementation SLA</a>
<a href="#">Agent health alerting</a>	15 minutes	<a href="#">System monitoring SLA</a>
<a href="#">Content updates</a>	48 hours	<a href="#">Content update SLA</a>

### 3.1 Security Operations Centers

IBM Managed Security Services are delivered from a network of IBM Security Operations Centers (“SOCs”). IBM will provide access to the SOCs 24 hours/day, 7 days/week.

### 3.2 Portal

The Portal provides you with access to an environment (and associated tools) designed to monitor and manage your security posture by merging technology and service data from multiple vendors and geographies into a common, Web-based interface.

The Portal may also be used to deliver Education Materials. All such Education Materials are licensed not sold and remain the exclusive property of IBM. IBM grants you a license in accordance with the terms provided in the Portal. Education Materials are provided “as is” and without warranty or indemnity of any kind by IBM, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights.

#### 3.2.1 IBM Portal Responsibilities

IBM will:

- a. provide access to the Portal 24 hours/day, 7 days/week. The Portal will provide:
  - (1) security intelligence awareness and alerting;
  - (2) Agent configuration and policy details;
  - (3) security incident and service ticket information;
  - (4) ticketing and workflow initiation and updates;
  - (5) live chat and collaboration with SOC analysts;
  - (6) a template-driven reporting dashboard;
  - (7) access to real-time and archived Agent logs and events;
  - (8) authorization to download log data;
  - (9) granular security event and log query capabilities; and
  - (10) access to Education Materials in accordance with the terms provided in the Portal; and
- b. maintain availability of the Portal in accordance with the metrics provided in the section of this Services Description entitled “Service Level Agreements”, “Portal Availability”.

#### 3.2.2 Your Portal Responsibilities

You agree to:

- a. utilize the Portal to perform daily operational Services activities;
- b. ensure your employees accessing the Portal on your behalf comply with the Terms of Use provided therein including, but not limited to, the terms associated with Educational Materials;
- c. appropriately safeguard your login credentials to the Portal (including not disclosing such credentials to any unauthorized individuals);

- d. promptly notify IBM if a compromise of your login credentials is suspected; and
- e. indemnify and hold IBM harmless for any losses incurred by you or other parties resulting from your failure to safeguard your login credentials.

### **3.3 Services Contacts**

You may choose from multiple levels of access to the SOC and the Portal to accommodate varying roles within your organization.

#### **Authorized Security Contacts**

An Authorized Security Contact is defined as a decision-maker on all operational issues pertaining to IBM Managed Security Services.

#### **Designated Services Contacts**

A Designated Services Contact is defined as a decision-maker on a subset of operational issues pertaining to IBM Managed Security Services, an Agent, or a group of Agents. IBM will only interface with a Designated Services Contact regarding operational activities that fall within the subset for which such contact is responsible (for example, designated Agent outage contact).

#### **Portal Users**

IBM provides multiple levels of access for Portal users. These levels of access can be applied to an IBM Managed Security Service, an Agent, or a group of Agents. Portal users will be authenticated via static password or a public-key encryption technology you provide (for example, RSA SecureID token) based on your requirements.

#### **3.3.1 IBM Services Contacts Responsibilities**

##### **Authorized Security Contacts**

IBM will:

- a. allow you to create up to three Authorized Security Contacts;
- b. provide each Authorized Security Contact with:
  - (1) administrative Portal permissions to your Agents;
  - (2) the authorization to create unlimited Designated Services Contacts and Portal users;
  - (3) the authorization to delegate responsibility to Designated Services Contacts;
- c. interface with Authorized Security Contacts regarding support and notification issues pertaining to the Services; and
- d. verify the identity of Authorized Security Contacts using an authentication method that utilizes a pre-shared challenge pass phrase.

##### **Designated Services Contacts**

IBM will:

- a. verify the identity of Designated Services Contacts using an authentication method that utilizes a pre-shared challenge pass phrase; and
- b. interface only with Designated Services Contacts regarding the subset of operational issues for which such contact is responsible.

##### **Portal Users**

IBM will:

- a. provide multiple levels of access to the Portal:
  - (1) administrative user capabilities which will include:
    - (a) creating Portal users;
    - (b) creating and editing custom Agent groups;
    - (c) submitting policy change requests to the SOCs for a managed Agent or a group of Agents;
    - (d) submitting Services requests to the SOCs;

- (e) "live chat" communicating with SOC analysts regarding specific incidents or tickets, generated as part of the Services;
- (f) creating internal Services-related tickets and assigning such tickets to Portal users;
- (g) querying, viewing, and updating Services-related tickets;
- (h) viewing and editing Agent details;
- (i) viewing Agent policies;
- (j) creating and editing vulnerability watch lists;
- (k) performing live event monitoring;
- (l) querying security event and log data;
- (m) scheduling downloads of security event and log data;
- (n) scheduling and running reports;
- (2) regular user capabilities which will include all of the capabilities of an administrative user, for the Agents to which they have been assigned, with the exception of creating Portal users ;
- (3) restricted user capabilities which will include all of the capabilities of a regular user, for the Agents to which they have been assigned, with the exception of:
  - (a) creating and submitting policy change requests;
  - (b) updating tickets; and
  - (c) editing Agent details;
- b. provide you with authorization to apply levels of access to an Agent or groups of Agents;
- c. authenticate Portal users using static password; and
- d. authenticate Portal users using a public-key encryption technology you provide (for example, RSA SecureID token) based on your requirements.

### 3.3.2 Your Services Contacts Responsibilities

#### **Authorized Security Contacts**

You agree:

- a. to provide IBM with contact information for each Authorized Security Contact. Such Authorized Security Contacts will be responsible for:
  - (1) creating Designated Services Contacts and delegating responsibilities and permissions to such contacts, as appropriate;
  - (2) creating Portal users;
  - (3) authenticating with the SOCs using a pre-shared challenge pass phrase; and
  - (4) maintaining notification paths and your contact information, and providing such information to IBM;
- b. to ensure at least one Authorized Security Contact is available 24 hours/day, 7 days/week;
- c. to update IBM within three calendar days when your contact information changes; and
- d. and acknowledge that you are permitted to have no more than three Authorized Security Contacts regardless of the number of IBM services or Agent subscriptions for which you have contracted.

#### **Designated Services Contacts**

You agree:

- a. to provide IBM with contact information and role responsibility for each Designated Services Contact. Such Designated Services Contacts will be responsible for authenticating with the SOCs using a pass phrase; and
- b. and acknowledge that a Designated Services Contact may be required to be available 24 hours/day, 7 days/week based on the subset of responsibilities for which it is responsible (i.e., Agent outage).

## **Portal Users**

You agree:

- a. that Portal users will use the Portal to perform daily operational Services activities;
- b. to be responsible for providing IBM-supported RSA SecureID tokens (as applicable); and
- c. and acknowledge the SOCs will only interface with Authorized Security Contacts and Designated Services Contacts.

### **3.4 Security Intelligence**

Security intelligence is provided by the IBM X-Force® Threat Analysis Center. The X-Force Threat Analysis Center publishes an Internet AlertCon threat level. The AlertCon describes progressive alert postures of current Internet security threat conditions. In the event Internet security threat conditions are elevated to AlertCon 3, indicating focused attacks that require immediate defensive action, IBM will provide you with real-time access into IBM's global situation briefing. As a user of the Portal, you have access to the X-Force Hosted Threat Analysis Service. The X-Force Hosted Threat Analysis Service includes access to the IBM X-Force Threat Insight Quarterly ("Threat IQ").

Utilizing the Portal, you can create a vulnerability watch list with customized threat information. In addition, each Portal user can request to receive an Internet assessment e-mail each business day. This assessment provides an analysis of the current known Internet threat conditions, real-time Internet port metrics data, and individualized alerts, advisories and security news.

#### **3.4.1 IBM Security Intelligence Responsibilities**

IBM will:

- a. provide you with access to the X-Force Hosted Threat Analysis Service;
- b. provide you with a username, password, URL and appropriate permissions to access the Portal;
- c. display security information on the Portal as it becomes available;
- d. if configured by you, provide security intelligence specific to your defined vulnerability watch list, via the Portal;
- e. if configured by you, provide an Internet security assessment e-mail each business day;
- f. publish an Internet AlertCon via the Portal;
- g. declare an Internet emergency if the daily AlertCon level reaches AlertCon 3. In such event, IBM will provide you with real time access into IBM's global situation briefing;
- h. provide Portal feature functionality for you to create and maintain a vulnerability watch list;
- i. provide additional information about an alert, advisory, or other significant security issue as IBM deems necessary; and
- j. provide access to the Threat IQ via the Portal.

#### **3.4.2 Your Security Intelligence Responsibilities**

You agree to use the Portal to:

- a. subscribe to the daily Internet security assessment e-mail, if desired;
- b. create a vulnerability watch list, if desired; and
- c. access the Threat IQ.

### **3.5 Deployment and Activation**

During deployment and activation, IBM will work with you to deploy a new Agent or begin management of an existing Agent.

Note: Deployment and Activation activities are performed one time during the performance of the services. If you choose to replace, upgrade, or move your Agent during the Services contract, IBM may require that such Agent be redeployed and reactivated (called "Redeployment"). Such Redeployments will be provided at an additional charge as specified in the Schedule. Redeployment charges apply only to hardware replacements, upgrades, or moves that you initiate. Such charges do not apply to Agent failures resulting in Agent Return Material Authorization ("RMA") activities.

#### **3.5.1 IBM Deployment and Activation Responsibilities**

### **Activity 1 - Project Kickoff**

The purpose of this activity is to conduct a project kickoff call. IBM will send you a welcome e-mail and conduct a kickoff call, for up to one hour for up to three of your personnel, to:

- a. introduce your Point of Contact to the assigned IBM deployment specialist;
- b. review each party's respective responsibilities;
- c. set schedule expectations; and
- d. begin to assess your requirements and environment.

#### ***Completion Criteria:***

This activity will be complete when IBM has conducted the project kickoff call.

#### ***Deliverable Materials:***

- None

### **Activity 2 - Network Access Requirements**

The purpose of this activity is to establish network access requirements.

IBM will:

- a. provide you with a document called "Network Access Requirements", detailing:
  - (1) how IBM will connect remotely to your network;
  - (2) specific technical requirements to enable such remote connectivity;Note: IBM may make changes to the "Network Access Requirements" document, as it deems appropriate, throughout the performance of the Services.
- b. connect to your network through the Internet, using IBM standard access methods; and
- c. if appropriate, utilize a site-to-site virtual private network ("VPN") to connect to your network. Such VPN may be provided by IBM for an additional charge as specified in the Schedule.

#### ***Completion Criteria:***

This activity will be complete when IBM has provided your Point of Contact with the Network Access Requirements document.

#### ***Deliverable Materials:***

- Network Access Requirements document

### **Activity 3 - Assessment**

The purpose of this activity is to perform an assessment of your current environment, and business and technology goals, to help develop the required security strategy for the Agent.

#### ***Task 1 - Gather Data***

IBM will:

- a. provide your Point of Contact with a data gathering form on which you will be asked to document:
  - (1) team member names, contact information, roles and responsibilities;
  - (2) unique country and site requirements;
  - (3) your existing network infrastructure;
  - (4) critical servers;
  - (5) number and type of end users; and
  - (6) key business drivers and/or dependencies that could influence Services delivery or timelines.

#### ***Task 2 - Assess Environment***

IBM will:

- a. use the information provided in the data gathering form to assess your existing environment;
- b. determine an optimal Agent configuration; and
- c. if applicable, provide recommendations to adjust the policy of an Agent or layout of the network to enhance security.

### **Task 3 - Assess Existing Agent**

IBM will:

- a. remotely assess the Agent to verify it meets IBM specifications;
- b. identify application and user accounts to be removed or added, as applicable;
- c. for Agents not meeting IBM's specifications:
  - (1) identify Agent software requiring upgrading, and/or
  - (2) identify server hardware requiring upgrading to meet applicable Agent vendor compatibility lists.

#### **Completion Criteria:**

This activity will be complete when IBM has assessed your environment and existing Agent (as applicable).

#### **Deliverable Materials:**

- None

### **Activity 4 - Implementation**

The purpose of this activity is to implement the Agent.

#### **Task 1 - Install the Agent**

IBM will:

- a. provide live support, via phone and/or e-mail, to assist you in locating vendor documents that detail Agent installation procedures. Such support must be scheduled in advance to ensure availability of an IBM deployment specialist;
- b. provide recommendations to adjust the layout of the network to enhance security (as applicable);
- c. remotely configure the Agent, including registering the Agent with the IBM MSS infrastructure;
- d. tune the Agent policy to reduce the number of erroneous alarms (if applicable).

Note: You may contract separately for IBM to provide physical installation services.

#### **Task 2 - Configure the Agent**

IBM will:

- a. remotely assess the Agent to verify it meets IBM specifications;
- b. identify Agent software, hardware, and/or content that does not meet current IBM-supported levels ;
- c. as appropriate, identify required server hardware upgrades to support applicable vendor hardware compatibility lists;
- d. remotely configure the Agent, including setting the policy and registering the Agent with the IBM MSS infrastructure;
- e. provide live phone support and location of vendor documents to assist you in configuring the Agent software and associated settings. Such support must be scheduled in advance to ensure availability of an IBM deployment specialist;
- f. tune the Agent policy to reduce the number of erroneous alarms (if applicable); and
- g. at your request, exercise the configuration and policy on the existing Agent.

#### **Completion Criteria:**

This activity will be complete when the Agent is registered with the IBM MSS infrastructure.

#### **Deliverable Materials:**

- None

### **Activity 5 - Testing and Verification**

The purpose of this activity is to perform testing and verification of the Services.

IBM will:

- a. verify connectivity of the Agent to the IBM MSS infrastructure;
- b. perform Services acceptance testing;

- c. verify delivery of log data from the Agent to the IBM MSS infrastructure;
- d. verify availability and functionality of the Agent in the Portal;
- e. perform quality assurance testing of the Agent; and
- f. remotely demonstrate the primary features of the Portal for up to ten of your personnel, for up to one hour.

**Completion Criteria:**

This activity will be complete when IBM has verified availability and functionality of the Agent in the Portal.

**Deliverable Materials:**

- None

**Activity 6 - Services Activation**

The purpose of this activity is to activate the Services.

IBM will:

- a. assume management and support of the Agent;
- b. set the Agent to “active”; and
- c. transition the Agent to the SOCs for ongoing management and support.

**Completion Criteria:**

This activity will be complete when the Agent is set to “active”.

**Deliverable Materials:**

- None

**3.5.2 Your Deployment and Activation Responsibilities**

**Activity 1 - Project Kickoff**

You agree to:

- a. attend the project kickoff call; and
- b. review each party’s respective responsibilities.

**Activity 2 - Network Access Requirements**

You agree to:

- a. review and comply with the IBM “Network Access Requirements” document during deployment and throughout the term of the contract; and
- b. be solely responsible for any charges incurred as a result of IBM utilizing a site-to-site VPN to connect to your network.

**Activity 3 - Assessment**

***Task 1 - Gather Data***

You agree to:

- a. complete and return any questionnaires and/or data gathering forms to IBM within five days of your receipt;
- b. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services deployment, within two business days of IBM’s request;
- c. work in good faith with IBM to accurately assess your network environment;
- d. provide contacts within your organization, and specify a notification path through your organization, in the event IBM must contact you; and
- e. update IBM within three calendar days when your contact information changes.

***Task 2 - Assess Environment***

You agree:

- a. to maintain current licensing, and support and maintenance for the Agents;

- b. to perform all IBM-requested changes to your network layout to enhance security;
- c. and acknowledge that protection provided by Agents deployed in passive mode will be substantially decreased; and
- d. and acknowledge that transition to an inline deployment at a later date will require advance notice.

### ***Task 3 - Assess Existing Agent***

You agree:

- a. to ensure the existing Agent meets IBM's specifications;
- b. to remove or add IBM-specified applications and user accounts;
- c. if requested by IBM:
  - (1) to upgrade IBM-specified Agent software; and
  - (2) to upgrade IBM-specified server hardware.

### **Activity 4 - Implementation**

#### ***Task 1 - Install the Agent***

You agree:

- a. to work with IBM in locating vendor documents that detail installation procedures. You will schedule such support in advance to ensure availability of an IBM deployment specialist;
- b. to install Agent(s);
- c. to perform any IBM-specified adjustments to the layout of the network to enhance security;
- d. and acknowledge:
  - (1) installation tasks and support are limited to the software Agent and do not apply to the server upon which the Agent is configured; and
  - (2) that IBM recommends Agents be deployed in blocking mode.

#### ***Task 2 - Configure the Agent***

You agree:

- a. to update Agent or Agent content to the most current IBM-supported version (i.e., physically load media as applicable);
- b. to update server to support Agent vendor hardware compatibility lists (if applicable);
- c. to adjust the Agent policy as requested by IBM;
- d. to configure the Agent and associated settings; and
- e. to assist IBM in exercising the configuration and policy on the existing Agent (if applicable); and
- f. and acknowledge that IBM configuration tasks and support are limited to the software Agent and do not apply to the server upon which the Agent is configured.

### **Activity 5 - Testing and Verification**

You agree:

- a. to be responsible for development of all of your specific acceptance testing plans;
- b. to be responsible for performing acceptance testing of your applications and network connectivity; and
- c. and acknowledge that additional acceptance testing performed by you, or lack thereof, does not preclude IBM from setting the Agent to "active" in the SOCs for ongoing support and management.

### **Activity 6 - Services Activation**

No additional responsibilities are required by you for this activity.

## **3.6 Collection and Archival**

IBM utilizes the X-Force Protection System for collecting, organizing, archiving and retrieving security event and log data. The Portal provides you with a 24 hours/day, 7 days/week view into the Services, including online access to raw logs collected and stored within the X-Force Protection System

infrastructure. Security event and log data will be viewable online in the Portal for one year. At the end of the one year period, the data will be transitioned to offline storage (if applicable).

### 3.6.1 IBM Collection and Archival Responsibilities

IBM will:

- a. collect log and event data generated by the managed Agent as such data reaches the IBM MSS infrastructure;
- b. throttle log and event data streams generated by the managed Agent when such data streams exceed 100 events per second (“EPS”);
- c. uniquely identify collected log and event data;
- d. archive collected data in the X-Force Protection System;
- e. provide one year of log and event data storage unless otherwise specified by you;
- f. display collected log and event data in the Portal for one year;
- g. where supported, normalize the log and event data for enhanced presentation in the Portal;
- h. begin purging collected log and event data using a first in, first out (“FIFO”) method:
  - (1) based on the default (one year) retention period or your defined retention periods (if applicable); or
  - (2) when the log and event data age has exceeded seven years;

Note: Notwithstanding any retention periods defined by you, IBM will not retain log and event data for more than seven years. If you exceed your seven year retention period at any time during the contract period, IBM will begin purging the collected log and event data using the FIFO method.

- i. if it deems it appropriate, recommend a site-to-site VPN be utilized to encrypt traffic that is not natively encrypted by the Agent.

Note: Data traveling across the Internet is encrypted using industry-standard encryption algorithms provided natively by the Agent only when the Agent (provided by you) is equipped with the capability to do so.

### 3.6.2 Your Collection and Archival Responsibilities

You agree:

- a. to provide IBM with security event and log retention periods not to exceed seven years;
- b. to use the Portal to review and query security event and log data;
- c. to use the Portal to maintain available log and event storage space awareness;
- d. to ensure an active MPS for Servers - Select contract is being maintained for each unique security event and log source; and

Note: If the Services are terminated for any reason whatsoever, IBM will be relieved of its obligation to store your security event and log data.

- e. and acknowledge that:
  - (1) log and event collection applies only to logs and events generated by the Agent and is not extended to logs and events generated by the server upon which the Agent is configured;
  - (2) unless otherwise specified in writing by you, IBM will maintain the collected log and event data for one calendar year;
  - (3) all log and event data will be transmitted to the SOCs via the Internet;
  - (4) should you choose not to utilize an IBM-recommended site-to-site VPN for Agents that do not provide encryption algorithms natively, unencrypted data traveling across the Internet will not be encrypted;
  - (5) IBM can only collect and archive log and event data that successfully reaches the IBM MSS infrastructure;
  - (6) IBM does not guarantee the legal submission of any security event or log data into any domestic or international legal system. Admissibility of evidence is based on the technologies involved and your ability to prove proper data handling and chain of custody for each set of data presented;

- (7) IBM has the right to throttle event streams generated by the Agent that exceed 100 EPS (if required);
- (8) IBM will not store log and event data for more than seven years; and
- (9) your defined retention periods may not exceed seven years. IBM will begin purging data using the FIFO method when collected log and event data exceeds seven years, regardless of your specified retention periods.

### **3.7 Automated Analysis**

Agents are capable of generating a high volume of alarms in response to the security conditions they are configured to detect. The actual security risk corresponding to a particular condition detected is not always clear, and it is not practical to block all data that may be harmful as the default. Additional monitoring and analysis of these alarms is important to a sound security program.

IBM has developed and maintains a proprietary automated intelligence (“AI”) analysis engine as part of the X-Force Protection System. Events from Agents are submitted to the AI analysis engine for correlation and identification, as they are collected.

The AI analysis engine performs the following basic functions:

- correlates both real-time and historical alarms;
- utilizes statistical and rules-based analysis techniques;
- leverages raw, normalized and consolidated data; and
- operates on application and operating system alarms.

X-Force Protection System AI alerts are made available to you via the Portal.

Automated analysis and the subsequent AI alerts generated by the X-Force Protection System are available only on IBM-specified platforms.

#### **3.7.1 IBM Automated Analysis Responsibilities**

IBM will submit collected event data to the X-Force Protection System AI analysis engine for correlation and identification.

#### **3.7.2 Your Automated Analysis Responsibilities**

You agree and acknowledge that automated analysis is available only on IBM-specified platforms.

### **3.8 Event Monitoring and Notification**

IBM MSS security analysts will perform event monitoring and analysis of intrusion event AI alerts generated by the X-Force Protection System which result from automated analysis performed on IDS/IPS events. Whether or not a security event is considered a security incident is determined solely by IBM. Identified events will be classified, prioritized, and escalated as IBM deems appropriate. Alerts that are not eliminated as benign triggers are classified as a security incident (“SI”).

Security incidents (“SI”) are classified into one of the three priorities described below:

- SI – Priority 1  
Investigations that result in a high priority classification (i.e., Priority 1) require immediate defensive action.
- SI – Priority 2  
Investigations that result in a medium priority classification (i.e., Priority 2) require action within 12 - 24 hours of notification.
- SI – Priority 3  
Investigations that result in a low priority classification (i.e., Priority 3) require action within 1 – 7 days of notification.

#### **3.8.1 IBM Event Monitoring and Notification Responsibilities**

IBM will:

- a. monitor X-Force Protection System AI alerts that result from real-time AI analysis on IDS/IPS event data;
- b. perform investigation and analysis of AI alerts;

- c. when possible, eliminate false positives and benign triggers and classify them as commented security incidents (“CSI”);
- d. identify alerts that are not eliminated as benign triggers and classify such alerts as a security incident (“SI”)
  - (1) start the SLA timers; and
  - (2) prioritize the SI as either high, medium or low;
- e. using the standard notification path that you provide, escalate SIs to an Authorized Security Contact or Designated Services Contact based on IBM security notification “best practices” within the time frame and using the medium (for example e-mail or telephone) established in the section of this Services Description entitled “[Service Level Agreements](#)”, “[Security Incident Notification](#)”;
- f. provide remediation/countermeasure recommendations, if applicable;
- g. document details of CSIs and SIs in the IBM ticketing system; and
- h. list CSIs and SIs in the Portal.

### 3.8.2 Your Event Monitoring and Notification Responsibilities

You agree:

- a. to utilize the Portal for investigation of audit events or ongoing events that are not considered to be immediate threats;
- b. to provide IBM with current in-depth documentation of your environment;
- c. to update IBM within three calendar days of changes within your environment;
- d. to provide IBM with the following information, and keep such information current via the Portal;
  - (1) information about critical servers (for example, name, platform, operating system (“OS”), Internet protocol (“IP”) address and network segment type);
  - (2) information about monitored networks;
  - (3) information about devices utilizing network address translation (“NAT”); (for example, name, platform, OS, and network segment type);
  - (4) proxy servers; and
  - (5) authorized scanners;
- e. to provide and keep current a linear contact notification path, including telephone numbers and e-mail addresses;
- f. to update IBM, via the Portal, within three calendar days of a change in your contact information;
- g. to provide e-mail aliases, as necessary, to facilitate notification;
- h. to ensure an Authorized Security Contact or Designated Services Contact listed in the notification path is available 24 hours /day, 7 days / week;
- i. to view details of CSIs and SIs via the Portal;
- j. to work with IBM to optimize the monitoring service;
- k. to provide feedback on CSIs and SIs via the Portal;
- l. and acknowledge that:
  - (1) once IBM has escalated an SI, you are solely responsible for all SI incident responses and remediation activities;
  - (2) not all investigations of suspicious activity will result in the declaration of an SI; and.
- m. lack of feedback can result in a lower prioritization of persistent or recurring activity.

### 3.9 Policy Management

IBM will manage Agent policies utilizing an IBM “best practices” policy. By default, policies are configured to detect and block critical activity, exploits associated with mass-propagating worms, and denial of service (“DoS”) signatures.

IBM defines a single rule-based Agent policy/configuration change as any authorized request for the addition or modification of one rule on one context with five or fewer objects in a single request. A change request requiring the addition of six or more objects or the manipulation of two or more rules will

be counted as two or more requests. If the request applies to changes outside of the rule-based Agent policy, each submitted request will be considered a single change.

### 3.9.1 IBM Policy Management Responsibilities

IBM will:

- a. configure the Agent with an IBM “best practices” policy enabled;
- b. configure the Agent with XFCAL enabled;
- c. enable new security checks following the release of additional security content updates;
- d. update the XFCAL configuration on the Agent as updates become available;
- e. in the event legitimate traffic is blocked:
  - (1) accept policy change requests from Authorized Security Contacts or Designated Services Contacts, via the Portal;
  - (2) acknowledge policy change requests via the Portal within the timeframes established in the section of this Services Description entitled “[Service Level Agreements](#)”, “Policy change request acknowledgement”;
  - (3) review submitted policy change requests to verify you have provided all required information in such requests;
  - (4) if necessary, notify the submitter that additional information is needed. During this time, service level agreement (“SLA”) timers will be placed on hold;
  - (5) prepare and review the policy change configuration as requested by you;
  - (6) implement policy change requests within the timeframes established in the section of this Services Description entitled “[Service Level Agreements](#)”, “Policy change request implementation”;
  - (7) document details of the policy change request in the IBM MSS ticketing system;
  - (8) display policy change request tickets in the Portal;
- f. perform daily configuration backup of the managed Agent;
- g. maintain 14 configuration backups;
- h. display the current configuration of the Agent in the Portal; and
- i. on a quarterly basis upon your written request:
  - (1) audit your policy settings to verify accuracy; and
  - (2) work with you to review Agents under management and provide recommended changes to the network protection strategy.

### 3.9.2 Your Policy Management Responsibilities

You agree:

- a. to be responsible for notifying IBM if you wish IBM to perform a quarterly policy review;
- b. that IBM will configure the Agent with an IBM “best practices” policy enabled;
- c. to be solely responsible for your own security strategy, including security incident response procedures; and
- d. and acknowledge:
  - (1) that IBM will configure the Agent with XFCAL enabled;
  - (2) that electing to have one or more signatures disabled on XFCAL nullifies the security incident prevention SLA as described in the section of this Services Description entitled “Service Level Agreements”.
  - (3) XFCAL updates do not count against the allotted number of policy change requests;
  - (4) policy changes may only be submitted if legitimate traffic is inadvertently blocked as a result of TCP reset or IPS blocking;
  - (5) policy change requests are limited to the software Agent and do not apply to the server upon which the Agent is configured;

- (6) policy change requests must be submitted by an Authorized Security Contact or a Designated Services Contact, using the Portal, in accordance with the established procedures identified above;
- (7) all policy changes will be completed by IBM and not by you;
- (8) implementation of policy changes that IBM has deemed as having an adverse impact on the Agents' ability to protect the network environment will result in the suspension of applicable SLAs; and
- (9) following closure of a calendar month, unused changes are considered void and may not be rolled over to the following month.

### **3.10 Managed Agent Health and Availability Monitoring**

IBM will monitor the health status and availability of the managed Agents. Such monitoring is designed to assist in increasing availability and uptime of the Agents.

#### **3.10.1 IBM Managed Agent Health and Availability Monitoring Responsibilities**

##### **Activity 1 - Monitoring**

The purpose of this activity is to monitor the health and performance of the Agents. IBM MSS will perform this task using Agentless monitoring.

##### **Agentless Monitoring**

IBM will monitor the data stream coming from the Agents and/or poll administrative interfaces on the Agents.

IBM will:

- a. monitor the administrative interfaces of the Agents; and/or
- b. monitor the event stream generated by the Agents; and
- c. initiate additional time-based checks if contact with a managed Agent is lost.

##### **Activity 2 - Notification**

The purpose of this activity is to notify you if the Agent becomes unreachable through standard in-band means.

IBM will:

- a. notify you (using a method chosen by IBM) if the Agent becomes unreachable through standard in-band means. Such notification will be provided within the timeframe established in the section of this Services Description entitled "[Service Level Agreements](#)", "[Proactive system monitoring](#)";
- b. provide you with troubleshooting steps to be performed by you in order to re-establish connectivity between the Agent and IBM; and
- c. display Agent health and outage alerts in the Portal.

##### **Activity 3 - Troubleshooting**

The purpose of this activity is to perform research and investigation if the Agents do not perform as expected or a potential Agent health issue is identified.

Upon your notification that the IBM-provided troubleshooting steps did not resolve the Agent performance problem or potential Agent health issue, IBM will:

- a. create a trouble ticket;
- b. begin investigation of problems related to the configuration or functionality of the Agent;
- c. if the Agent is identified as the potential source of a network-related problem, examine the Agent configuration and functionality for potential issues.

#### **3.10.2 Your Managed Agent Health and Availability Monitoring Responsibilities**

##### **Activity 1 - Monitoring**

You agree to allow IBM to monitor the administrative interfaces and/or event stream of the managed Agents.

### **Activity 2 - Notification**

You agree to:

- a. provide your notification paths and contact information;
- b. update IBM within three calendar days when your contact information changes; and
- c. ensure an Authorized Security Contact or Agent outage Designated Services Contact is available 24 hours/day, 7 days/week.

### **Activity 3 - Troubleshooting**

You agree:

- a. to perform IBM-provided Agent troubleshooting;
- b. to contact IBM in the event that IBM-provided troubleshooting steps do not resolve the Agent performance problem or Agent health issue;
- c. to participate in troubleshooting sessions with IBM (as required);
- d. to be responsible for providing all remote configuration and troubleshooting;
- e. and acknowledge that:
  - (1) health monitoring is limited to the software Agent and does not apply to the underlying hardware upon which the Agent is configured;
  - (2) IBM will not initiate troubleshooting until after notification from you that IBM-provided troubleshooting steps did not resolve Agent performance problems or Agent health issues; and
  - (3) if the managed Agent is eliminated as the source of a given problem, no further troubleshooting will be performed by IBM.

## **3.11 Agent Management**

Agent application and security updates are critical components of an enterprise. IBM uses a vendor agnostic approach to Agent management.

### **3.11.1 IBM Agent Management Responsibilities**

IBM will:

- a. be the sole provider of software-level management for the Agents;
- b. maintain system status awareness;
- c. install new security content updates on the Agents, as they become generally available from the applicable vendor, within the timeframe established in the section of this Services Description entitled "[Service Level Agreements](#)", "[Proactive security content update](#)";
- d. install patches and software updates in order to improve performance, or enable additional functionality. IBM assumes no responsibility for, and makes no warranties concerning, vendor-provided patches, updates or security content;
- e. declare a maintenance window in advance of Agent updates that may require platform downtime or your assistance to complete; and
- f. clearly state, within the maintenance window notification, the expected impacts of a scheduled maintenance and your specific requirements.

### **3.11.2 Your Agent Management Responsibilities**

You agree:

- a. to perform IBM-specified hardware upgrades to support the current Agent software and firmware;
- b. to work with IBM to perform Agent updates (as required);
- c. to be responsible for all charges associated with hardware upgrades;
- d. to maintain current licensing, and support and maintenance contracts;
- e. and acknowledge:
  - (1) Agent management updates are limited to the software Agent and do not apply to the underlying hardware upon which the Agent is configured;

- (2) all updates are transmitted and applied via the Internet;
- (3) data traveling across the Internet is encrypted using industry-standard strong encryption algorithms whenever possible;
- (4) noncompliance with IBM-required software upgrades may result in suspension of Services delivery and/or SLAs; and
- (5) noncompliance with IBM-required hardware upgrades may result in suspension of Services delivery and/or SLAs.

### **3.12 Security Reporting**

Utilizing the Portal, you will have access to Services information and reporting with customizable views of activity at the enterprise, work group and Agent levels. The Portal also provides you with the ability to schedule customized reporting.

#### **3.12.1 IBM Security Reporting Responsibilities**

IBM will provide you with access to reporting capabilities in the Portal which include:

- a. number of SLAs invoked and met;
- b. number, types, and summary of Services requests/tickets;
- c. number of security incidents detected, priority and status;
- d. list and summary of security incidents;
- e. IDS/IPS Agent reports that include attack metrics, prevented attacks, vulnerability impact, event counts/trending; and
- f. event correlation and analysis.

#### **3.12.2 Your Security Reporting Responsibilities**

You agree to:

- a. generate Services-related reports using the Portal; and
- b. be responsible for scheduling reports (as applicable).

## **4. Optional Services**

Optional services selected by you, and any additional charges for such services, will be specified in the Schedule.

### **4.1 On-site Aggregator**

The On-site Aggregator ("OA") is a device you provide that is deployed at your location. The purpose of the OA is to centralize the collection of log and security event data when you have multiple Agents subscribing to IBM MSS, and securely transmit this data to IBM MSS for further processing and long-term storage.

The basic functions of the OA are to:

- a. compile or otherwise combine the security events and log data;
- b. compress the security events and log data;
- c. encrypt the security events and log data; and
- d. transmit the security events and log data to the IBM MSS infrastructure.

Core features of the OA are:

- a. perform local spooling by queuing the events locally when a connection to the IBM MSS infrastructure is not available;
- b. perform unidirectional log transmission. OA communication is performed via outbound SSL/TCP-443 connections;
- c. perform message throttling, if configured. This limits the bandwidth from the OA to the IBM MSS infrastructure (in messages per second) to preserve bandwidth; and
- d. provide transmit windows, if configured. The transmit windows enable/disable event transmission to the IBM MSS infrastructure during the timeframe specified by you in the Portal.

IBM strongly encourages out-of-band access to the OA.

#### **4.1.1 IBM On-site Aggregator Responsibilities**

At your request, and for an additional charge specified in the Schedule, IBM will provide the following services.

##### **Activity 1 - Configuration**

The purpose of this activity is to configure the OA.

IBM will:

- a. provide live support, via phone and e-mail, and will assist you with the location of applicable vendor documents detailing the installation and configuration procedures for the OA operating system and IBM provided OA software. Such support must be scheduled in advance to ensure availability of an IBM deployment specialist;
- b. provide you with hardware specifications for the OA platform;
- c. provide you with OA software and configuration settings;
- d. provide you with telephone and e-mail support to assist with the installation of the IBM-provided OA software on the hardware platform you provide. Such support must be scheduled in advance to ensure availability of an IBM deployment specialist;
- e. at your request, and for an additional charge specified in the Schedule, provide software installation services;
- f. for existing platforms:
  - (1) assess existing hardware configurations to ensure they meet IBM's specification; and
  - (2) identify required hardware upgrades to be provided and installed by you.

##### **Activity 2 - Installation**

The purpose of this activity is to install the OA.

IBM will:

- a. provide live support, via phone and e-mail, and will assist you with location of applicable vendor documents detailing physical installation procedures and cabling of the OA. Such support must be scheduled in advance to ensure availability of an IBM deployment specialist;

Note: You may contract separately for IBM to provide physical cabling and installation services.

- b. remotely configure the OA to include registration of the OA with the IBM MSS infrastructure and begin the deployment and management takeover process of the OA; and
- c. confirm the IBM MSS infrastructure is receiving communication from the OA.

##### **Activity 3 - Ongoing Management and Support**

The purpose of this activity is to provide ongoing management and support of the OA.

IBM will:

- a. set the OA to "active" in the SOCs for ongoing support and management;
- b. maintain health and availability status of the OA as described in the section of this Services Description entitled "Managed Agent Health and Availability Monitoring";
- c. apply software updates to the OA as described in the section of this Services Description entitled "Agent Management"; and
- d. be responsible for the management and monitoring of the OA for the term of the contract and during any renewal period.

#### **4.1.2 Your On-site Aggregator Responsibilities**

##### **Activity 1 - Configuration**

You agree:

- a. to provide IBM with an external IP address for the OA;
- b. to provide the hardware for the OA platform, based on IBM's recommendations and requirements;
- c. to install the IBM-provided OA software on your provided hardware, under the guidance of IBM;

- d. to configure an external IP address and associated setting on OA;
- e. to provide IBM with the OA IP address, hostname, machine platform, application version, and Agent time zone; and
- f. for existing platforms, to procure and install IBM-requested hardware upgrades.

#### **Activity 2 - Installation**

You agree to:

- a. be responsible for physical installation and cabling of the OA; and
- b. schedule live support with an IBM deployment specialist.

#### **Activity 3 - Ongoing Management and Support**

You agree to:

- a. be responsible for procuring and installing required hardware upgrades to the OA platform for the term of the contract;
- b. comply with and perform Your Managed Agent Health and Availability Monitoring Responsibilities as described in the section of this Services Description entitled "Managed Agent Health and Availability Monitoring"; and
- c. comply with and perform Your Agent Management Responsibilities as described in the section of this Services Description entitled "Agent Management".

### **4.2 Ticket System Integration**

If you wish to leverage existing trouble ticketing and case management investments, IBM will provide an application program interface ("API") which allows for customized integration with external ticketing systems.

#### **4.2.1 IBM Ticket System Integration Responsibilities**

At your request, and for an additional charge specified in the Schedule, IBM will provide an API to allow for customized integration with external ticketing systems.

#### **4.2.2 Your Ticket System Integration Responsibilities**

You agree:

- a. to be responsible for all additional charges associated with API ticket integration;
- b. to utilize the Portal API package to facilitate ticket integration;
- c. to be responsible for all engineering and development issues associated with ticket integration; and
- d. and acknowledge that IBM will not provide assistance or consulting for your ticketing system integration.

### **4.3 Security Event and Log Delivery**

At your request, IBM will retrieve log and event data from the IBM MSS infrastructure and make it available for download from a secured IBM server. In cases where the amount of log and event data is deemed by IBM to be too excessive to make available via download, IBM will store the data on encrypted media and ship it to a location you specify. The feasibility of delivery via download will be assessed on a case-by-case basis.

#### **4.3.1 IBM Security Event and Log Delivery Responsibilities**

At your request, and for an additional charge specified in the Schedule, IBM will:

- a. upon your request (via the Portal), retrieve specified data from the IBM MSS infrastructure and make it available to you for download on a secured IBM server; and
- b. advise you of additional charges for all time and materials utilized to retrieve and prepare the data.

#### **4.3.2 Your Security Event and Log Delivery Responsibilities**

You agree:

- a. to request security event log delivery via the Portal;
- b. to download requested data from a secured IBM server;

- c. and acknowledge that requests for retrieval of excessively large amounts of data may require data be stored on encrypted media and shipped to a location you specify; and
- d. to be responsible for all time and material charges, and shipping charges (as applicable) associated with log delivery.

## 5. Service Level Agreements

IBM SLAs establish response time objectives and countermeasures for specific events resulting from the Services. The SLAs become effective when the deployment process has been completed, the Agent has been set to “active”, and support and management of the Agent have been successfully transitioned to “active” in the SOCs.

The SLA remedies are available provided you meet your obligations as defined in this Services Description and all associated contract documents.

### 5.1 SLA Availability

The SLA defaults described below comprise the measured metrics for delivery of the Services. Unless explicitly stated below, no warranties of any kind shall apply to Services delivered under this Services Description. The sole remedies for failure to meet the SLA defaults are specified in the section of this Services Description entitled “SLA Remedies”.

- a. Security incident prevention – IBM will actively block all XFCAL security incidents when such incidents attempt to pass through the Agent.
- b. Security incident identification – IBM will identify all events it deems to be Priority 1, 2, and 3 level security incidents based on Agent IDS/IPS event data received by the SOCs.
  - (1) Priority 1 incidents: high-risk events that have the potential to cause severe damage to your systems or environments and require immediate defensive action. Priority 1 incident examples include system or data compromises, worm infections/propagation, and massive denial of service (“DOS”) attacks.
  - (2) Priority 2 incidents: lower-risk events that have the potential to impact your systems or environments and require action within 12-24 hours of notification. Priority 2 incident examples include unauthorized local scanning activity and attacks targeted at specific servers or workstations.
  - (3) Priority 3 incidents: low-risk or low confidence events that have the potential to impact your systems or environments. This category of investigation encompasses activity on a network or server that should be further investigated within 1-7 days but may not be directly actionable. Discovery scanning, information gathering scripts, and other reconnaissance probes are grouped into this category.

Note: Whether or not a security event is considered a security incident is determined solely by IBM.

- c. Security incident notification - IBM will initiate notification for all identified security incidents within 15 minutes of such identification. Your Authorized Security Contact or Designated Services Contact will be notified by telephone for Priority 1 security incidents and via e-mail for Priority 2 and 3 security incidents. During a Priority 1 security incident notification, IBM will continue attempting to contact the Authorized Security Contact or Designated Services Contact until such contact is reached or all notification contacts have been exhausted.
 

Operational activities related to security incidents and responses will be documented and time-stamped within the IBM trouble ticketing system. Such documentation and time-stamp shall be used as the sole authoritative information source for purposes of this SLA.
- d. Policy change request acknowledgement – IBM will acknowledge receipt of your policy change request within two hours of receipt by IBM. This SLA is only available for policy change requests submitted by an Authorized Security Contact or a Designated Services Contact in accordance with the established procedures documented in the Portal.
- e. Policy change request implementation – IBM will implement your policy change requests within four hours of receipt by IBM unless the request has been placed in a “hold” status due to insufficient information required to implement the submitted policy change request. This SLA is only available for policy change requests submitted by an Authorized Security Contact or a Designated Services Contact in accordance with the established procedures documented in the Portal

- f. Proactive system monitoring – IBM will notify you within 15 minutes after IBM determines your Agent is unreachable via standard in-band connectivity.
- g. Proactive security content update – IBM will begin application of new security content updates within 48 hours after such update is published as generally available by the applicable vendor.
- h. Services availability – IBM will provide 100% service availability for the SOCs.
- i. Portal availability – IBM will provide 99.9% accessibility for the Portal outside of the times specified in the section of this Services Description entitled “Scheduled and Emergency Portal Maintenance”.

**5.2 SLA Remedies**

- a. Security incident prevention remedy – If IBM fails to meet the security incident prevention SLA in a given calendar month, a credit will be issued for one month of the applicable charge for MPS for Servers – Select for the initial security incident that was not prevented.
- b. Security incident identification remedy – If IBM fails to meet this SLA in a given calendar month, a credit will be issued as specified below;
  - (1) Priority 1 incidents: Failure to identify the security event(s) as a security incident will result in a one month credit for the initial Agent that reported the event(s).
  - (2) Priority 2 incidents: Failure to identify the security event(s) as a security incident will result in a one week credit for the initial Agent that reported the event(s).
  - (3) Priority 3 incidents: Failure to identify the security event(s) as a security incident will result in a one day credit for the initial Agent that reported the event(s).
- c. Security incident notification, policy change request acknowledgement, policy change request implementation, proactive system monitoring, proactive security content update, services availability and Portal availability credits – – If IBM fails to meet any of these SLAs, a credit will be issued for the applicable charges for one day of the monthly monitoring charge for the affected Agent for which the respective SLA was not met.

**SLAs and Remedies Summary**

Service Level Agreements	Availability Remedies
Security incident prevention	Credit of 1 month of the monitoring charge for the affected Agent
Security incident identification	Credit for 1 month, 1 week, or 1 day for the initial Agent that reported the event, as indicated above
Security incident notification	Credit of 1 day of the monthly monitoring charge for the affected Agent
Policy change request acknowledgement	
Policy change request implementation	
Proactive system monitoring	
Proactive security content update	
Services availability	
Portal availability	