

# LevelBlue Resilience Retainer

February 2026

The LevelBlue Resilience Retainer (“**Retainer**” or “**Service**”) consists of an allotment of funds that Client may pre-purchase and apply toward incident readiness, incident response, and other professional services expressly identified as eligible in this description or schedule.

The following description sets out the general parameters of the Service. Any further service-specific terms will be added as a Retainer schedule to the MSA executed by LevelBlue and Client.

## Service Features

The Service includes the following features:

- **Retainer Funds:** The full prepaid amount of the Retainer will be made available to Client during the term. The Retainer is value-based rather than hour-based, and services are delivered through drawdowns against the committed value (“**Retainer Amount**”). The Retainer Amount determines the applicable discounts, service levels, and other benefits for Client, as set out below (each, a “**Retainer Package**”).
- **Onboarding Activities:** LevelBlue will provide onboarding activities to support Client’s engagement and readiness for services.
- **Access to Professional Services:** Client will have access to professional services at discounted rates according to the Retainer Package.
- **Access to DFIR Services:** Client will have access to digital forensics and incident response (“**DFIR**”) services at discounted rates according to the Retainer Package.
- **Access to Incident Readiness Services:** Client will have access to a defined set of incident readiness services at discounted prices according to the Retainer Package.
- **Access to a Cyber Resilience Expert:** LevelBlue will provide access to a Cyber Resilience Expert to deliver general cybersecurity guidance related to the use of the Retainer Amount.
- **Initial Response & Onsite Dispatch SLAs:** LevelBlue will respond to Client’s incident response (“**IR**”) service requests in accordance with the applicable service level agreement (“**SLA**”) associated with the Retainer Package.
- **Access to Incident Response Team:** LevelBlue will provide Client with a global emergency intake contact method to connect Client with a DFIR expert, available 24 hours a day, 7 days a week, 365 days a year.

- **Retainer Rollover Allowance:** Any unused portion of the Retainer Amount may be rolled over into the first ninety (90) days of a subsequent renewal term, provided that one or more SOWs for services drawing against such unused portion are signed during the then-current term and the work is capable of being completed (or substantially completed) within that ninety (90)-day rollover period.

## Onboarding Overview

Onboarding is the start of the partnership between LevelBlue and Client. The aim is to introduce key stakeholders and help the LevelBlue DFIR team understand Client's environment and current capabilities in responding to a cyber incident. Onboarding activities will be delivered by a member of LevelBlue's DFIR team and include, but are not limited to:

- **Readiness Questionnaire and Handbook:** Client will receive a questionnaire that assesses Client's current enterprise landscape and security posture. This information will be used to guide LevelBlue's DFIR team on any specific requirements needed to respond in Client's environment. Client will also be provided with a handbook that outlines how to prepare for a cyber incident and will be advised on what to do if impacted by a cyber incident and how to escalate to LevelBlue.

## Professional Services

The Retainer Amount may be applied by Client toward the purchase of eligible professional services provided by LevelBlue. LevelBlue and Client shall mutually agree on the scope, pricing, and delivery terms of such professional services, including the application of any discounts available according to the selected Retainer Package.

Retainer Amounts may not be used for all professional services and expressly exclude, without limitation, managed services, unless otherwise agreed in writing by the parties. In addition, professional services purchased under or applied to the Retainer are subject to the above-detailed Retainer Rollover Allowance process.

Each service funded in whole or in part by the Retainer shall be governed by a separate SOW executed by LevelBlue and Client.

## Incident Readiness Services

These incident readiness services are recommended and may be funded using available Retainer funds. Such services are offered at discounted prices to encourage proactive utilization, support ongoing incident readiness, and position delivery teams for effective incident response. Discounted pricing is available according to the Retainer Package.

Incident readiness services include:

- **IRP Development:** LevelBlue will develop an incident response plan (“**IRP**”) for breach response. This service best serves Client where Client has no existing IRP or one that needs significant updates to be current with industry and environmental changes. Client will provide documentation required by LevelBlue and be available for interview sessions to gather the required information. LevelBlue will deliver an IRP at the conclusion of the service.
- **IRP Review:** LevelBlue will review the breach response aspects of Client’s IRP. Client should have an existing IRP that undergoes annual or semi-annual review to keep current with industry and environmental changes. Client will provide documentation required by LevelBlue and be available for interview sessions to gather the required information. LevelBlue will deliver an executive summary outlining suggested changes to the IRP at the conclusion of the service.
- **Incident Simulation:** LevelBlue will develop and execute with Client a scenario-based exercise to help review incident response capability. This service evaluates and aims to improve Client’s IRP without any significant disruption to operations. Client will provide documentation required by LevelBlue and be available for interview sessions to gather the required information. LevelBlue will deliver a virtual simulation and executive summary at the conclusion of the service.
- **Incident Readiness Workshop:** LevelBlue will conduct a tailored workshop to evaluate Client’s infrastructure, security tools, and incident response maturity. Client will provide access to relevant documentation, systems, and personnel required for assessment, will make key stakeholders available for participation in the workshop and any preparatory interviews. LevelBlue will deliver a virtual simulation and executive summary outlining observed gaps, readiness findings, and recommended improvements at the conclusion of the service.
- **Quarterly Cyber Threat Briefings:** LevelBlue will provide Client with a quarterly briefing summarizing current cyber threat trends, industry-specific risks, and actionable intelligence. LevelBlue will provide briefings tailored to Client’s environment, based on relevant contextual information and participation. LevelBlue will deliver the briefings in a format agreed by LevelBlue and with Client outlining key findings and recommendations following each session.
- **Proactive Incident Threat Hunting:** LevelBlue will perform a point-in-time threat hunt to identify potential threats within Client’s environment that may not be detected by automated tools. Client must provide access to relevant systems, logs, and security tools required for analysis and make designated personnel available for coordination. LevelBlue will deliver findings outlining identified risks and recommended remediation actions at the conclusion of the service.

Each service funded in whole or in part by the Retainer shall be governed by a separate SOW executed by LevelBlue and Client.

## Digital Forensics and Incident Response Services

In the event of a security incident and upon Client's request, LevelBlue will provide some or all of the following DFIR services, as will be decided in conjunction with Client and based upon LevelBlue's experience and judgment:

- Preservation and analysis of digital and physical evidence, including, but not limited to, end user workstations, servers, virtualization and cloud environments, network appliances, logs, network data, operational technology and other evidence types, including memory;
- Network scanning for indications of compromise (“**IOCs**”) (i.e., data, configurations, specifications, and other conditions that identify malware, vulnerabilities, anomalies, compromises, or potentially harmful conditions) utilizing LevelBlue's proprietary and/or third party tooling;
- Network monitoring for indicators of compromise using either Client or LevelBlue equipment, analysis, and correlation of logs, NetFlow data, and captured network traffic;
- Malware analysis to analyze malicious code and provide actionable intelligence;
- Support for containment and actor ejection in addition to network and environment remediation/hardening plans;
- Support for internal, board, and external communications and notifications with daily or other periodic briefings on evolving investigative findings and their ramifications;
- Support for outside counsel with periodic briefings and written reports, as directed by Client;
- Support for law enforcement/intelligence agency liaison, as directed by Client; and
- Other requests related to cyber security and protection/defense of network environment as directed by Client.

Each service funded in whole or in part by the Retainer shall be governed by a separate SOW executed by LevelBlue and Client.

## Retainer Packages

The specific Retainer Package applicable to Client is determined based on the Retainer Amount. LevelBlue provides three (3) Retainer Packages with the following associated benefits, with specific rates and pricing set forth in the applicable Retainer schedule to the MSA executed by LevelBlue and Client:

	<b>Essentials</b>	<b>Advanced</b>	<b>Premium</b>
Retainer Amount <sup>1,2</sup>	\$25,000.00-\$74,999.99	\$75,000.00-\$149,999.99	\$150,000.00 or more
Discount Rate (DFIR and Professional Services) <sup>3,4</sup>	10%	15%	20%
IR Initial Response SLA <sup>5</sup>	4 hours	2 hours	1 hour
IR Onsite Dispatch SLA <sup>5</sup>	72 hours	48 hours	24 hours
Cyber Resilience Expert	Yes	Yes	Yes
Rollover Allowance	100%	100%	100%
Incident Readiness Services <sup>6</sup>	Discounted at 15%: 1. IRP Development 2. IRP Review 3. Incident Simulation	Discounted at 20%: 1. IRP Development 2. IRP Review 3. Incident Simulation 4. Incident Readiness Workshop	Discounted at 25%: 1. IRP Development 2. IRP Review 3. Incident Simulation 4. Incident Readiness Workshop 5. Quarterly Cyber Threat Briefings 6. Proactive Incident Threat Hunting

*For public sector organizations or other entities requiring specific authorizations, security clearances, regulatory approvals, geographical restrictions, residency requirements, or other special considerations, different Retainer terms may apply, which will be decided by LevelBlue after review of Client's individual requirements.*

### Notes and Clarifications:

<sup>1</sup>Retainer Amounts are expressed in United States Dollars (“**USD**”). Retainer Amounts may be denominated in a currency other than USD; however, Retainer Package thresholds are defined in USD. Where a Retainer Amount is denominated in a non-USD currency, the applicable threshold shall be determined by converting such amount to its USD equivalent using the applicable foreign exchange rate as determined by LevelBlue.

<sup>2</sup>Client may elect to use or not use the prepaid Retainer Amount for eligible services. Any portion of the Retainer Amount not used during the then-current term (or Retainer Rollover Allowance period) shall expire and is non-refundable. Fees for services that exceed the Retainer Amount shall be billed separately, as specified in the applicable SOW executed by LevelBlue and Client.

<sup>3</sup>Any discounts applicable under the Retainer Package apply solely to service fees and do not apply to (i) already discounted rates or fees, (ii) oral and written testimony services, (iii) insurance-mandated hourly rates (“**Cyber Insurance Rate**”), or (iv) taxes, expenses, and other out-of-pocket or pass-through costs.

<sup>4</sup>If Client is eligible for insurance coverage, LevelBlue shall apply the lower of (i) any applicable Cyber Insurance Rate or (ii) the discount rate available under the Retainer. LevelBlue shall reasonably coordinate with Client and the applicable insurer as required to support such billing.

<sup>5</sup>Incident response services are provided on an urgent basis where it is reasonably believed a threat actor is actively exploiting or materially impacting the electronic devices, systems, networks, or environments of Client or those managed on behalf of Client. Onsite incident response services may be provided at Client’s request in accordance with the applicable onsite dispatch SLA, including in circumstances where the nature, severity, or complexity of an incident reasonably warrants onsite support. The scope and details of any onsite engagement shall be documented in the SOW executed by LevelBlue and Client. Any travel time, travel costs, or other reasonable out-of-pocket expenses incurred in connection with onsite services shall not be deducted from the Retainer Amount and shall be billed separately to Client at actual cost. To activate the applicable SLAs, Client must notify LevelBlue through the designated incident reporting channels, as reflected in the applicable Retainer schedule to the MSA.

<sup>6</sup>The incident readiness services discount rate applies only to the incident readiness activities made available under the applicable Retainer Package. Incident readiness activities not listed for the Retainer Package shall be subject to the professional services discount rate. For clarity, the incident readiness services discount rate is independent of, and not additive to, the professional services discount rate.

## LevelBlue MDR and MXDR Retainer Benefits

If Client has procured LevelBlue’s Managed Detection and Response (“**MDR**”) or Managed Extended Detection and Response (“**MXDR**”) service, Client may be eligible to receive additional benefits under the applicable Retainer Package based on the annual contract value (“**ACV**”) of such service.

Eligibility for such benefits requires that, at the time eligibility is established, Client:

- Has an active MDR or MXDR service agreement with an ACV equal to or greater than \$300,000.00<sup>7</sup>; and
- Has an active Retainer Package.

If Client meets the eligibility requirements set forth above, Client shall receive an additional 5% discount applied to the DFIR and professional services associated with the applicable Retainer Package. Such enhanced discount shall apply for the remainder of the then-current term, notwithstanding any subsequent expiration or termination of the MDR or MXDR service. Except as expressly set forth herein, all other terms, conditions, entitlements, and pricing applicable to the Retainer Package shall remain unchanged and in full force and effect.

For clarity:

- If Client meets the eligibility criteria and has the Essentials Retainer Package, the applicable DFIR and professional services discount rate shall be 15%.
- If Client meets the eligibility criteria and has the Advanced Retainer Package, the applicable DFIR and professional services discount rate shall be 20%.
- If Client meets the eligibility criteria and has the Premium Retainer Package, the applicable DFIR and professional services discount rate shall be 25%.

#### **Notes and Clarifications:**

<sup>7</sup>MDR and MXDR ACV amounts are expressed in USD. MDR and MXDR ACV amounts may be denominated in a currency other than USD; however, MDR and MXDR ACV thresholds are defined in USD. Where an MDR or MXDR ACV is denominated in a non-USD currency, the applicable threshold shall be determined by converting such amount to its USD equivalent using the applicable foreign exchange rate as determined by LevelBlue.

## Definitions

All capitalized terms not defined in this document have the meanings ascribed to them in LevelBlue's Master Terms and Conditions or in the MSA executed by LevelBlue and Client.