Focus. Innovate. Grow.

September 28, 2021

STATEMENT OF WORK FOR

Town of Munster

PREPARED BY

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AUDITOR

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TABLE OF CONTENTS

OVERVIEW 3
RISK AUDIT (RA) - OVERVIEW 4
RISK AUDIT (RA) – METHODOLOGY 5
RISK AUDIT (RA) – INTERNAL AUDIT DETAILS 6
CONTACTS 7
SCOPE 8
ASSUMPTIONS 9
PROCESS 10
PLANNING 11
EXECUTION 12
ANALYSIS & REPORTING 13
COMPLETION 14
DELIVERABLES 15
CUSTOMER RESPONSIBILITIES 16
COMPLIANCE 17
LICENSING 18
CHANGE REQUESTS 19
INTERNATIONAL SCOPING 20
PROJECT TERM AND TERMINATION 21
TERMS AND CONDITIONS OF SALE FOR SERVICES 22
PRICING 26
ACCEPTANCE OF SERVICES 27

OVERVIEW

The purpose of this Statement of Work (SoW) is to provide a clear description of the Impact Networking Comprehensive Risk Audit (RA) and/or Gap Analysis (GA) process.

RISK AUDIT (RA) - OVERVIEW

The RA is designed to identify security gaps and vulnerabilities in your environment and provide observations to effectively remediate security issues, reduce risk, and recommend appropriate corresponding solutions.

The RA implements a “black box” approach, which means that testing is performed to review the security of in-scope systems, network devices, users, and applications without credentials or direct access having been provided to the auditor in advance. This allows Impact to review your infrastructure in a manner which mirrors the approach a malicious actor might take to compromise your organization. This process will identify which attack vectors a reasonably sophisticated attacker would find in your environment. The goal is to identify as many risks as possible, help to prioritize the ones which we consider most critical, and to present our findings in a manner which is relevant and actionable.

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RISK AUDIT (RA) – METHODOLOGY

The following items should help to illuminate the general methodology and scope of the Impact RA process. The validity of each item is dependent upon the specific configuration of the environment, the responses to interview questions, and the effectiveness of scanning techniques against pre-existing infrastructure/systems/applications.

- Network
  - Audit tasks are performed with minimal provided feedback to mimic real-life attackers
  - Obtaining unauthorized access to critical in-scope internal/external resources will be attempted
  - Recommendations for procedures/controls will be made across a variety of cybersecurity categories
  - Remote exploits which are deemed “safe” (i.e. not DoS) will be attempted
  - High-level insights regarding access rights and security best practices will be provided
  - Unnecessary services and ports which are identified will be discussed in the deliverable
  - Relevant in-scope encryption and authentication recommendations will be made
  - Evaluation of network configuration/infrastructure will be performed depending upon visibility
  - No onsite work will be performed (unless otherwise noted in the SCOPE section)
  - Review of wireless/IoT/VoIP/other devices is contingent upon scope and accessibility
- Systems (contingent upon remote scan results and access to exploited systems)
  - Determined patch status
  - Seemingly unnecessary/insecure services
  - Perceived antivirus/anti-malware signatures/capabilities/effectiveness
  - Identified access rights
  - Relevant security best practices
  - Observed license status
  - Discovered environmental controls
  - Detected system ages
- Users
  - Open-Source Intelligence (OSINT) data will be collected about the organization and its users
  - Email and account information will be collected and analyzed
  - Non-disruptive social engineering methods will be leveraged where applicable and appropriate
  - Passive and active credential gathering/hash-cracking/password spraying/brute-forcing may occur
- Web Applications
  - Exploit attempts will be made without provided credentials
  - Web applications/sites/services will be reviewed based upon vulnerability/pen testing effectiveness
  - Authentication misconfiguration and capabilities will be reviewed and tested using various methods
  - Data encryption (both in transit and at rest) will be reviewed based upon the success of exploits)

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RISK AUDIT (RA) – INTERNAL AUDIT DETAILS

The Internal Risk Audit process leverages a “node” which is securely pre-provisioned and shipped to an in-scope target site with the following items included with it:

- Installation instructions
- Pre-paid return shipping label
- Ethernet cable
- Power cord

The use of this node is intended to avoid delays and improve efficiency for the sake of identifying security gaps within the audit timeframe. This approach simulates what would otherwise result from any one of the following common breach scenarios:

- Successful phishing attempts resulting in remote access malware execution on internal systems
- End-user account compromise via one of the following techniques resulting in attacker remote access:
    - Password spraying
    - Credential stuffing (primarily derived from external data breaches)
    - Phishing resulting in credential disclosure
    - Other common attacker techniques
- System misconfiguration allowing remote attacker access
- Exploitation of externally accessible system vulnerabilities
- Wireless or physical network compromise
- Physical social engineering attacks resulting in direct network access
- Exploitation of supply chain resulting in internal access via remote support/access/software mechanisms
- Other techniques defined here: https://attack.mitre.org/tactics/TA0001/

These nodes should not require network modification or reconfiguration if the following resources are available:

- Internet access
- An available Ethernet port and wall jack (for power)
- DHCP address assignment

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CONTACTS

Service Provider	
Name	Impact Networking, LLC
Address	13875 W. Boulton Blvd., Lake Forest, IL 60045
Phone	847.785.2250
Service Provider Contact	
Name	Aaron Finnemore
Email	afinnemore@impactnetworking.com
Phone	630.449.9519
Customer	
Name	Town of Munster
Main Address	1001 Ridge Rd Munster, IN 46321
Billing Address	1001 Ridge Rd Munster, IN 46321
Customer Business Contact	
Name	Dustin Anderson
Title	
Email	
Phone	
Customer Technical Contact	
Name	Dustin Anderson
Title	
Email	
Phone	

SCOPE

Expected Start Date	
Expected Delivery Scheduling Date	
Risk Audit In-Scope ACTIVE External IP Count	1
Risk Audit In-Scope External IP Details (Addresses/Masks)	12.23.199.251
Risk Audit In-Scope ACTIVE Internal IP Count	221
Risk Audit In-Scope Internal IP Details (Addresses/Masks)	10.200.254.0/24 10.200.151.0/24 192.168.0.0/16
Risk Audit In-Scope Web Application Count	0
Risk Audit In-Scope Web Application Details (URLs)	N/A
HIPAA Gap Analysis Site Count	N/A
HIPAA Gap Analysis Site Details (Addresses)	N/A
CMMC Gap Analysis Site Count	N/A
CMMC Gap Analysis Site Details (Addresses)	N/A
Out-of-Scope IP Addresses/Masks/WebApps	N/A

Notes:

- If customer has not accepted this SoW prior to the expected start date, is not ready to proceed, if any of the assumptions laid out in this document are not true, or if the Impact consultants are not available; Impact may delay the start date until these conditions are satisfied.
- Project timeframes and milestones may be adjusted throughout the project based on actual work activity results and customer deliverable review response time.
- ICMP discovery scans may be run against the full RFC-1918 (internal private IPv4) address range to identify live hosts outside of the scope defined above for reporting and discovery purposes.

ASSUMPTIONS

The Scope of Services and fees for this SoW are based upon the following assumptions:

1. Impact will primarily provide the Services under this SoW during normal business hours, 8:00 AM to 5:00 PM Central Standard Time, Monday through Friday (except holidays). Remote personnel may work hours other than those defined as normal business hours to accommodate their travel schedules and time zones.
2. The Impact Project Manager will work with the customer to mutually determine any onsite requirements of non-local resources. If necessary, onsite work will be performed during the typical 40-hour work week of full-time non-local resources consisting of the auditor traveling to the customer's work site location on Monday morning, returning to their home city Thursday evening, and performing project related activities remotely on Friday. During weeks with a national holiday or during periods when an auditor is not required to be onsite full-time, both parties will work together to define an alternate full-time work schedule with the auditor performing project-related activities remotely.
3. The customer will be responsible for installing any scanning devices or sensors which are shipped to them by Impact for the sake of the audit. The customer will work with Impact to ensure that these devices are powered on and connected to appropriate network infrastructure. The customer will also ship these devices back to Impact after Impact confirms the completion of their use using included pre-paid shipping label. Failure to return scanning devices within 30 days of Impact confirmation of the completion of their use will result in the customer receiving a $2,000 invoice for replacement.
4. The customer will facilitate conversations and interviews with key internal personnel and avoid intentionally notifying users within the scope of audit and analysis testing about the testing to prevent heightened alert which may skew the overall results of the audit process.
5. The customer will not intentionally modify their processes, policies, or procedures in relation to the audit process to avoid skewing the overall results of the audit or potentially cause legitimate threats to be overlooked based upon the assumption that they have originated from the audit process.
6. Services pricing is based upon a contiguous series of project activities. If there is a break or delay in the scheduled work which are caused by the customer, then Impact may delay the project completion. A material delay is defined as a delay lasting longer than one business day.
7. Impact has not allocated any time in this project for audit software issue resolution. Any time spent on software issue resolution will result in project delay.
8. All project documentation will be delivered electronically unless otherwise specified.

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PROCESS

The process for this comprehensive Risk Audit (RA) and/or Gap Analysis (GA) is outlined in this section and is divided into the following phases:

1. Planning: Initial project planning and scoping which includes the completion of this document
2. Execution: In-scope Risk Audit (RA) and/or Gap Analysis (GA) is performed, and results are gathered
3. Analysis & Reporting: Gathered results are reviewed and documented in final deliverables
4. Completion: Final deliverables are provided and presented to the customer for review

Details regarding the tasks involved with each phase are outlined in the tables within this “PROCESS” section. Tasks are identified as being assigned to either Impact or the customer. Impact tasks are categorized into the following roles:

- Project Manager
    - The Project Manager corresponds to Impact roles which may include an Impact MIT Business Development Specialist (BDS), Virtual Chief Information Officer (vCIO), and/or Virtual Chief Information Security Officer (vCISO). Responsibilities may include but are not limited to client communication, project planning, executing, tracking, and closing processes. The Impact Project Contact (listed above) is responsible for tracking and reporting project status and coordinating the activities of the project team.
- Auditor
    - The Auditor corresponds to Impact roles which may include Compliance Officer, Field Network Engineer, Cybersecurity Engineer, and/or Cybersecurity Analyst. Responsibilities include but are not limited to review of architecture, technical design, development/configuration, and infrastructure activities.

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Planning

Service Provider Tasks	Customer Tasks
Service Provider Project Manager Conduct kickoff meeting Define project and communication plans Determine change control requirements Identify Customer Liaison Prepare project schedule Communicate scoping/audit resource requirements **Service Provider Auditor(s)** Verify collection of required project scope information	Communicate assumptions and obligations Identify project stakeholders Provide access/credentials/permission for project Designate primary project customer Liaison for: Issue escalation (if necessary) Coordinating customer personnel and resources Communication with Project Manager Provide accurate scoping information including: In-scope WAN IP addresses In-scope LAN IP addresses In-scope WebApp URLs/documentations Provide network diagrams/documentation Get permission to test all in-scope third-party systems

Execution

Service Provider Tasks	Customer Tasks
Service Provider Project Manager Send status reports where relevant indicating: Task completion, issues, and risks Process change requests as needed Coordinate and manage Auditor tasks **Service Provider Auditor(s)** Conduct initial audit interview Perform in-scope tasks which may include: <u>Risk Audit Vulnerability Scanning:</u> Execute vulnerability scan Verify completion and export results <u>Risk Audit Penetration Testing:</u> Attempt to safely exploit vulnerabilities Document findings <u>Gap Analysis:</u> Review existing policies and procedures Validate policy enforcement Conduct required compliance interviews Perform relevant site walkthroughs Communicate issues/risks to Project Manager	Communicate issues/concerns Coordinate change requests (where applicable) Ensure system availability during Risk Audit (RA) Provide required policy/procedure documentation

Analysis & Reporting

Service Provider Tasks	Customer Tasks
Service Provider Project Manager Review project deliverables **Service Provider Auditor(s)** Create project deliverables/documentation with: Executive summary Findings categorization with definition/overview Observations including relevant technical details Analysis of compliance policy/procedure gaps Possible remediation tasks/methods Long-term solution recommendations	N/A

Completion

Service Provider Tasks	Customer Tasks
Service Provider Project Manager Schedule and attend remote deliverables review Present project deliverables Discuss recommended solutions and next steps **Service Provider Auditor(s)** Attend remote review of project deliverables Discuss technical findings Provide verbal remediation recommendations	Attend remote review of project deliverables Ask relevant questions Provide feedback on process and deliverables

DELIVERABLES

Final deliverables for this project include:

- Risk Audit (RA) and/or Gap Analysis (GA) document with overviews/observations/recommendations
- Relevant corresponding reports, images, and documents
- Presentation of these articles to the customer

Deliverables will not include implementation of recommendations, specific remediation plans, or any specific policy/procedure documentation to directly meet any specific compliance and/or cybersecurity needs. Impact's provision of the deliverables is contingent upon the customer fulfilling their obligations. If Impact receives a change request related to deliverables, then Impact may either: (a) make the requested changes and provide a final electronic copy to the customer, or (b) provide a written response to the customer, and the parties may work together to find a resolution. If Impact expends more actual hours to meet the customer's requirements, then Impact reserves the right to bill for those additional hours.

CUSTOMER RESPONSIBILITIES

The customer shall perform the following obligations in addition to the tasks defined in the “PROCESS” section above at no charge to Impact. Impact's obligations herein are contingent upon the following responsibilities being fulfilled by the customer. The customer acknowledges that delays in performance of its responsibilities may result in a delay of project completion.

- Ensure that the customer Liaison has the authority to make all necessary customer decisions
    - These include management and implementation decisions made on the customer’s behalf
- Ensure coordination with necessary stakeholders involved in the decision-making process
- Ensure that staff is available to provide any assistance which Impact requires to complete services
    - Ensure that staff has the appropriate skills and experience
- Coordinate, schedule, and secure all participants for meetings as required
- Provide all information and materials detailed by Impact, within five (5) business days of request
- Ensure that all information disclosed to Impact is true, accurate, and not misleading
    - Impact is not liable for any loss, damage, or service deficiencies related to:
        - Inaccurate, incomplete, or otherwise defective information disclosed by the customer
- Communicate business operation, product, and service issues related to the project
- Protect related confidential information and intellectual property in coordination with Impact
- Provide necessary customer site, policy, and procedure information to Impact
- Provide necessary remote access to in-scope internal/scanning systems for project duration
    - This ensures that Impact resources are productive while working remotely
    - This includes in-scope systems such as email, calendars, and network files
- Provide any hardware and procure all software licenses required for the project execution
    - Ensure that software is properly licensed to run on the hardware utilized for this project
- Ensure appropriate agreements are in place with third parties for Impact to perform the project
    - This includes third-party information, support, and/or materials including documents
    - Be responsible for the management of the third parties
    - Be responsible for the verifying the quality of third-party input and work
    - Be responsible for any third-party hardware, software, licenses, other communications
- Ensure compliance with applicable regulatory and legal standards with respect to this SoW
    - This includes informing Impact of any international laws which may apply to the audit process
- Authorize Impact to accept any end-user license agreement, or similar agreement, on its behalf
    - The customer shall secure this authority from its customers and end-users on Impact’s behalf
    - This only applies to agreements related to in-scope processes and targets

COMPLIANCE

It is the customer's responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws that may affect the customer's business and any actions the customer may need to take to comply with such laws. Impact does not provide legal or accounting advice or warrant that its services or products will ensure the lawful compliance required by the customer.

LICENSING

The services, software, deliverables, and solutions provided in this SoW may contain code that is subject to third party or open source software licenses. The customer is responsible for compliance with any third-party or open source software licenses. ANY SUCH SOFTWARE IS PROVIDED “AS IS”, AND WITHOUT ANY WARRANTIES OR INDEMNITIES OF ANY KIND. The customer will not perform any actions causing the software, deliverables, or any Impact technology to be considered subject to, licensable, transferable, or distributable under any open source code license. This includes, but is not limited to, the GNU General Public License.

CHANGE REQUESTS

When required, either party may use a change control procedure for change requests that impact the duration, cost, or resource requirements specified in this SoW. “Change request” means a written document identifying a change in the deliverables and/or services.

Changes to the deliverables provided, the services performed, and the applicable fees may occur based on changes to the final requirements and design specifications, redirection from the customer, delays caused by customer resources, imprecise estimations of effort, and other project scope/schedule/resource alterations including changes in staff composition. The change request will be evaluated in accordance with the following process.

The project change request procedure is as follows:

1. The party requesting the change shall describe the change and the projected effect the change will have
2. The party receiving the change request will review and either accept or reject it within ten days
    a. Both parties shall negotiate the terms of any change request in good faith
3. Until a change is accepted, both parties will act in accordance with the latest agreed version of the SoW

INTERNATIONAL SCOPING

To ensure this project respects the laws of applicable nations, Impact will limit auditing of non-US IP addresses to basic scanning functionality. At Impact's discretion, and if a nation's laws do not place restrictions on such actions, Impact may attempt to actively exploit vulnerabilities associated with non-US, in-scope IP addresses.

PROJECT TERM AND TERMINATION

This SoW shall remain in effect until the services are completed or are earlier terminated as provided herein. Either party may terminate this SoW immediately for cause by giving written notice to the other party if the other party:

1. becomes insolvent or unable to meet its obligations as they become due or files or has filed against it a petition under the bankruptcy laws;
2. ceases to function as a going concern or to conduct its operations in the normal course of business;
3. assigns or transfers, either voluntarily or by operation of law, any rights or obligations under this agreement without consent of the party seeking to terminate; or
4. fails to correct its breach of any material obligation under this SoW within thirty (30) days after written notice of such a breach.

Upon termination of this SoW, the customer shall pay Impact for all services completed up to and including the date of termination (e.g. a pro rata portion of fixed fees based on the percentage of work completed) whether such amount exceeds the amount of an initial or revised estimate or quote of costs, fees, and expenses.

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TERMS AND CONDITIONS OF SALE FOR SERVICES

This Statement of Work ("SoW") is between Impact Networking, LLC, its affiliates, subsidiaries, and assigns ("Service Provider") and the "Customer" listed in the "Contacts" table in this document ("Customer"). This SoW incorporates and includes these Terms and Conditions of Sale for Services ("Agreement"). Capitalized terms not otherwise defined elsewhere in this SoW shall have the meaning set forth in the terms and conditions set forth below in this Agreement.

Service Provider will provide services ("Services") and hardware and software products associated with Services ("Products"). Services may (a) consist of a variety of services performed directly by Service Provider (or its subcontractor), such as performance of a task, assistance, support, access to resources that Service Provider makes available; or (b) creation of software or as otherwise defined on a SoW. For avoidance of doubt, Services excludes third party services ("Third-Party Services"), which may include but shall not be limited to software and other offerings provided solely by a third party. Services as used in these terms and conditions do not include Third-Party Services. Except for mutually agreed upon terms in this SoW or accepted Change Request, Service Provider's provision of Services, Third-Party Services and Products are subject to only the terms and conditions contained in this Agreement, regardless of any other additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication ("Order"), including any preprinted terms and conditions on any document of Customer). Service Provider's failure to object to such conflicting or additional terms will not change or add to the terms of this Agreement.

Where Service Provider is already providing managed services to Customer pursuant to a pre-existing agreement between the parties, Service Provider will reasonably assist Customer in fulfilling Customer's responsibilities and tasks outlined in this Agreement, where such assistance is within the scope of any pre-existing agreement between the parties.

1. ORDERS

Quotes from Service Provider are invitations to tender and are subject to change by Service Provider at any time without notice. All Customer Orders are subject to acceptance by Service Provider. Contracts between Customer and Service Provider are formed upon Service Provider's written acceptance or execution of this SoW or Customer's Order, both of which shall be governed exclusively by the terms and conditions of this Agreement and this SoW. In the event of conflicting terms between the terms and conditions of this Agreement and this SoW, the terms and conditions of this SoW will control.

2. CUSTOMER RESPONSIBILITIES

Service Provider will rely on the specific instruction and information provided by Customer in connection with this SoW. The scope of the work to be performed will be tentative until confirmed in writing by both parties in this SoW. Service Provider is not responsible for any default or delays caused by Customer's failure to confirm this SoW in a timely manner, to provide accurate and timely instructions, comprehensive information, or necessary access to facilities or application environment. In addition, Customer warrants that the following conditions are true as of the effective date of this SoW and will remain true for the entirety of the term of this SoW or while the Services are provided, whichever is longer:

- Customer has obtained all necessary consents and authorizations, including consent from its internet service provider and any third party suppliers of any systems and networks required to be tested as part of the Services.
- Customer has provided to Service Provider Customer's security regulations, and will provide any changes, amendments or updates to such security regulations.
- Customer has fully backed-up all data and copies of all computer programs and data which are held immediately prior to commencement of the Services, and which may be affected by the provision of the Services, and Customer will regularly perform such back-ups during the performance of the Services.
- Customer has ensured that all relevant systems, software and related data have been backed-up to the fullest extent.
- Customer has obtained all necessary consents required from any subjects from whom Service Provider may obtain personal data to enable such personal data to be disclosed to Service Provider and to enable Service Provider to carry out its obligations under and incidental to this SoW or any other separate agreement between Customer and Service Provider. Such consents shall apply notwithstanding termination or expiry of this SoW for any reason.
- Customer has obtained all necessary approvals for Service Provider to process personal data. In addition, Customer warrants that the content, use or processing of the data is not illegal and does not infringe any rights of third parties or any statutory or regulatory provisions.

Customer further agrees that, whilst Service Provider will conduct all Services in line with accepted best practice and use reasonable endeavors to avoid disruption of Customer's network, the tools and techniques used by Service Provider may cause disruption to the Customer's systems and software and/or possible loss of or corruption to data or software, and therefore has taken, and will continue to maintain throughout the duration of the term of this SoW, or while the Services continue to be provided, whichever is longer, all necessary precautions to prevent any such loss of or corruption to data or software.

Customer shall indemnify, defend and hold Service Provider harmless against any legal claim which may result from a breach of the above warranties contained in this Section 2.

3. PRICES

Unless and until explicitly agreed to by both parties in the applicable SoW, scope and delivery quotes are estimates and are not binding, and are subject to change based on project developments. Service Provider will use reasonable commercial efforts to notify Customer if estimates provided to Customer in writing will be exceeded. In the event that the estimated fees will be exceeded, (i) Customer may terminate the Services by providing notice to Service Provider of its intent to terminate the Services within 5 days of being provided with notice of the change in price and pay only for the work performed through the effective date of termination, even though such amount may be less than or in excess of the estimate, or (ii) if Customer makes no such termination request, Service Provider will continue to perform services according to the existing work authorization, and Customer will be responsible for all fees and expenses, including those which may exceed the initial or revised cost estimate. Prices are for Products, Services or Third-Party Services only and do not include taxes, or other charges or fees, such as out of pocket expenses, permits, licenses, certificates, customs declarations and registration (collectively, "Additional Fees"). Customer is responsible for any Additional Fees as well as obtaining such licenses, permits or permissions on its own accord that may be needed for the performance of the Services.

4. TERMS OF PAYMENT

Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date or as otherwise indicated and approved in writing by the parties in this SoW. On any past due invoice, Service Provider may charge (i) interest from the payment due date to the date of payment at 18% per annum, plus reasonable attorneys' fees and collection costs; or (ii) the maximum amount that is allowed under the applicable law if Service Provider's interest rate is deemed invalid. At any time, Service Provider may change the terms of Customer's credit, require financial data from Customer for verification of Customer's creditworthiness, require a bank guarantee or other security, or suspend any outstanding Orders of Customer. Service Provider may apply payments to any of Customer's accounts. If Customer defaults on any payment under this Agreement, Service Provider will provide notice to Customer and give Customer a reasonable time to cure. If Customer fails to provide payment within the reasonable time to cure period, Service Provider may postpone or cancel any pending or current Services or Third-Party Services to be performed, being performed or in any outstanding SoW, and declare all outstanding invoices due and payable immediately.

5. OWNERSHIP OF DELIVERABLES AND DELIVERY

A. If Service Provider is providing only Services and Deliverables: Upon payment in full, Service Provider will transfer ownership of tangible deliverables resulting from the Services ("Deliverable") to the Customer.

B. If Service Provider is providing Services, Deliverables and Products: All Products or Deliverables are EXW Origin (INCOTERMS 2010). Service Provider will transfer title of Product upon shipment. Service Provider will transfer ownership of Deliverables or Services to the Customer upon payment in full.

C. Customer shall have the right to use for its own business purposes the content of the results and reports generated from the Services and provided to Customer as part of the Deliverables (**"**Results**"**). In no event shall Customer use the Results for the benefit of third parties or to compete with Service Provider.

D. Nothing in this SoW shall be construed as conferring any ownership of any intellectual property to Customer, whether by estoppel, implication or otherwise. Service Provider retains all rights, title and interest in any pre-existing materials and intellectual property that is owned by Service Provider and provided as part of the Services, Deliverables or Products. Service Provider will provide to the Customer a limited and revocable license at a fee to be mutually agreed to by both parties to use the pre-existing intellectual property utilized in providing Services or provided in a Deliverable or Product. Such licenses shall not be sub-licensable without the prior written consent of the Service Provider. Services and any Products, Deliverables, and Third-Party Services, including software or other intellectual property, may be subject to applicable rights of third parties, such as patents, copyrights, trademarks, trade secrets or user licenses, and Customer will comply with such rights. Any original work of authorship or other intellectual property created by Service Provider while providing the Services, Deliverables or Products shall be the sole property of the Service Provider and, for the avoidance of doubt, shall not be deemed a "Work Made for Hire" as defined under the United States Copyright Act (17 U.S.C. Section 101(2000)).

6. SERVICE PROVIDER'S LIMITED WARRANTY

Service Provider warrants that the Services will be performed in a reasonable and workmanlike manner. **To the extent permitted by law, Service Provider makes no other warranty with respect to the Services, Products or Deliverables, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement. Specifically, Service Provider does not warrant that software provided as part of the Services, Products or Deliverables is uninterrupted or error-free.** Customer's sole remedies for breach of this Services warranty are, at Service Provider's sole discretion, to: (i) re-perform the Services or re-provide the Products or Deliverables, or (ii) refund the portion of the fees paid by Customer that relate to the non-conforming Services. Service Provider will have no obligation with respect to any warranty claim if the claim is the result of (i) damage caused by unauthorized modification by Customer or any third party not performing under the direction of Service Provider, (ii) any abuse or misuse by Customer or any third party not performing under the direction of Service Provider, or (iii) damage caused by disaster, including but not limited to, fire, flood, wind or lightning. Service Provider shall not be liable for any interruptions, malfunctions, or other issues of any kind that may be caused by any Third-Party Services, software or products that are provided as part of the Services, Deliverables or Products. Service Provider will pass through to Customer, but will not be responsible under any circumstances for, any transferable Third-Party Services warranties and remedies provided by the provider of any Third-Party Services.

7. LIMITATION OF LIABILITY

To the extent permitted by law, neither Service Provider nor any of Service Provider's successors or assigns shall be liable for, and Customer is not entitled to, any indirect, special, incidental, consequential, punitive or exemplary damages of any nature including without limitation removal, reinstallation costs, re-procurement costs, costs of cover, loss of use, loss of profit or revenue, business interruption, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers, even if Service Provider has been advised of the possibility of such damages. To the extent permitted by applicable law, Customer's total recovery from Service Provider for any damages will not exceed the total amount paid by Customer for Services or Third-Party Services performed under this SoW during the twelve-month period immediately preceding the event giving rise to the liability. Service Provider will not be liable for any loss or damage arising out of significant changes to, or errors, omissions or inaccuracies in the information provided by Customer or any third party. Service Provider is also not liable for any claims based on Service Provider's compliance with the designs, specifications, or instructions of Customer or a third party, or any claims which result from Customer's fraud, willful misconduct or breach of confidentiality provisions contained in Section 8 herein.

8. CONFIDENTIALITY

Service Provider and Customer will maintain in confidence and safeguard all Confidential Information. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure, or any information, by its nature, that should be deemed confidential. Each party agrees to use any Confidential Information only for the purpose of fulfilling its respective obligations under this Agreement. Customer or Service Provider may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of each party's intellectual property, proprietary rights or unauthorized disclosure of any Confidential Information. The Confidential Information of Customer shall include any data obtained from or non-public information learned about Customer's IT infrastructure or computer network, including non-public information regarding the structure, layout, operation, security or specifications of Client's IT infrastructure or computer network.

Customer agrees that Service Provider may disclose Confidential Information of Customer to third party subcontractors so long as such subcontractor has a need to know and is required to maintain the confidentiality of such information in accordance with this Section 8.

Confidential Information shall not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information previously known by or developed by the receiving party independent of the Confidential Information or (iii) information that the receiving party rightfully obtains without restrictions on use and disclosure; or (iv) information that is required to be disclosed pursuant to any law or regulation or by a court of competent jurisdiction.

9. FORCES BEYOND SERVICE PROVIDER'S CONTROL

Service Provider is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (including, but not limited to, acts of nature, acts or omissions of Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor or materials through its regular sources).

10. NON-SOLICITATION

During the term of this SoW or Agreement and for one year from termination or expiration of this Agreement, neither Customer nor its agents shall, without the prior written consent of Service Provider, recruit, solicit the services of, hire or directly or indirectly offer employment to any current or former employee, subcontractor or consultant of Service Provider who was directly involved in the performance of this Agreement. This provision does not restrict the right of Customer to solicit or recruit generally in the media and does not prohibit Customer from hiring an employee, subcontractor or consultant of Service Provider who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Customer or Customer's agents.

11. EXPORT/IMPORT

A. Certain Products, Services, Third-Party Services, Deliverables and related technology and documentation sold by Service Provider are subject to export control laws, regulations and orders of the United States, the European Union, or other countries ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the Products, Services, Third-Party Services, Deliverables and related technology and documentation.

B. Customer will not export or re-export the Products, Services, Third-Party Services, or Deliverables and related technology and documentation to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. Customer will not use the Products, Services, Third-Party Services, Deliverables, and related technology and documentation in relation to nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

12. U.S. GOVERNMENT RIGHTS

All software, Products and Deliverables (including Services) is commercial computer software and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If software is licensed or the Services are acquired by or on behalf of a civilian agency, Service Provider provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors, and, Customer will receive only those rights in technical data customarily provided by the manufacturers of software or provided by Service Provider to other commercial customers. These rights will not be interpreted as providing to Customer unlimited rights in data, software, services, or

intellectual property rights. Service Provider specifically rejects the flow down of any federal requirements which are inapplicable to services. If software is licensed or the Services are acquired by or on behalf of any agency within the DOD, Service Provider provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in this SOW, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13. ELECTRONIC ORDERS

In case any part of the provision of Services and Third-Party Services utilizes an electronic data interchange, Customer's internal portal or third-party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement will continue to apply and take precedent over any other terms, conditions, agreements or other communications . Customer's acceptance of Service Provider's acknowledgment request or Service Provider's specification of details with respect to Electronic Purchase Orders via writing, email or other electronic data interchange shall be binding on Customer.

14. TAXES

Customer is responsible for the payment of all sales, use, excise, value added, withholdings and other taxes and duties however designated that are levied by any taxing authority relating to the Services, Deliverables or Products (including, without limitation, personal property taxes accessible on any equipment) ("Taxes") and fees charged relative to this SoW. Customer agrees to reimburse Service Provider for all amounts paid or payable by Service Provider in discharge of the Taxes. For the avoidance of doubt, Customer shall not be responsible for Taxes based on Service Provider's income.

15. GENERAL

A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Service Provider entity that accepted Customer's Order ("Governing Country") is located. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. If the Governing Country is the United States of America, the laws and courts of the State of Arizona will apply without reference to Arizona's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.

B. The prevailing party in any legal proceedings brought by or against the other party to enforce any provision or term of this Agreement shall be entitled to recover against the non-prevailing party the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party. No person who is not a party to this Agreement shall be considered a third party beneficiary or be entitled to enforce or take the benefit of any of its terms any applicable law, statute or regulation.

C. In the event that any willful misconduct or negligent act or omission of either Service Provider or Customer or either party's employees during the performance of Services on Customer's premises causes or results in the (i) loss, damage to or destruction of physical property of the other party or third parties, or (ii) death or injury to any person, then the responsible party shall indemnify, defend and hold the other party and its affiliates harmless from and against any and all resulting claims, damages, liabilities, costs and expenses.

D. Customer may not assign this Agreement without the prior written consent of Service Provider. Service Provider's affiliates may perform Service Provider's obligations and is entitled to all of Service Provider's rights under this Agreement. This Agreement is binding on successors and assigns. Service Provider may, without Customer's consent, assign this SoW and its rights and obligations pursuant to this SOW to a successor in interest who has acquired all or a substantial portion of Service Provider's assets.

E. Service Provider reserves the right to subcontract Services or Third-Party Services to a third party organization to provide Services or Third-Party Services to Customer. Any such subcontract shall not relieve Service Provider of any of its obligations under this Agreement.

F. This Agreement can only be modified in writing signed by authorized representatives of both Service Provider and Customer.

G. Service Provider and Customer are independent contractors and agree that this Agreement does not establish a joint venture, agency relationship, or partnership.

H. Service Provider's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.

I. The unenforceability of any the terms of this Agreement will not affect the remainder of the terms or conditions.

J. To the extent that electronic signatures are available, the parties agree to the use of electronic signatures and agree that any electronic signatures will be legally valid, effective, and enforceable.

K. Customer and Service Provider shall observe and comply with all applicable laws, rules and regulations applicable to the performance of their respective obligations under this Agreement including, but not limited to, anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act) and regulations in respect of import or export of Services.

L. Service Provider may translate the Agreement into any language for ease of comprehension but, in the event of any conflict or inconsistency between the Agreement and the translated version, the English version shall prevail.

PRICING

The price below represents the total cost for all applicable items in the following list:

- Setup and configuration of all external/WebApp scanner components
- Setup and configuration of all internal scanner components
- External vulnerability/penetration testing for all in-scope IP addresses
- Internal vulnerability/penetration testing for all in-scope IP addresses
- WebApp vulnerability/penetration testing for all in-scope application nodes
- Compliance Gap Analysis with identification, findings, and relevant remediation items
- Analysis and report generation for all scanned/tested items
- Deliverable meeting and presentation of findings/results
- Teardown/cleanup of all scanner components and data

Total: $16,712.00

Focus. Innovate. Grow.

ACCEPTANCE OF SERVICES

We appreciate the opportunity to be of service to you and look forward to working with you. Please indicate your approval of these arrangements by signing and returning this SoW to Impact. By signing, you represent that you have the requisite authority to bind the customer to this SoW.

SERVICE PROVIDER	CUSTOMER
Signature	Signature
Name (please print)	Name (please print)
Title (please print)	Title (please print)
Date	Date