

## SOW # 2207091

# Statement of Work

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **BizCom Global, LLC** (“us”, “our”, “we” or “**BizCom**”), and **you**, the entity who signs this document in the signature block below, electronically, or otherwise (“**you**”, “**your**” or “**Client**”). A copy of the Master Services Agreement can be found at <https://bizcomglobal.com/msa>. This SOW is effective as of the latest date of the electronic purchase authorization (“Effective Date”).

## SCOPE OF SERVICES

The services described below (collectively, “Services”) will be provided to you under this SOW.

- CyberSafe 360 express
- Support escalation ticket management for CyberSafe 360 Services

Support or management services associated with the operation, installation and configuration of services not explicitly defined in the onboarding services or on-going scope are not included in this SOW and when requested will be charged at our then current support services rates, or under other support agreements.

## ONBOARDING SERVICES

The following onboarding services will be performed under this SOW:

- Enable CyberSafe 360 portal for company self-management utilization.
- Setup admin access in the CyberSafe 360 portal
- Provide access to CyberSafe 360 onboarding and training portal.
- Upon request, configure and enable the API connections to Microsoft Azure Active Directory.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on the provision of our monthly services. Please note, unless otherwise expressly stated in this SOW, onboarding-related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

## ONGOING SERVICES

### Dark Web Search & Monitoring

“Dark Web Monitoring Services” in an effort to identify apparent references to Designated Monitoring Resources (each, a “Hit”) which suggest that one or more individuals, organizations, or communities are targeting a person connected with a Designated Monitoring Resource that is unique and owned or controlled by Client or an Authorized Third Party:

- Corporate Domain Name Assets (such as “@ClientdomainName.com”)
- Corporate Email Assets (such as “John.Doe@Client.com” or that is unique to Client or an Authorized Third Party;

- IP Addresses - for a system, network or device with IPv4 (xx.xx.xx.xx) or IPv6(xxxx:xx.xx.xxxx:xxx) identified devices.

### Risk Assessments

Risk Assessments describe the process of identifying and analyzing an organization's overall cyber risk and is primarily accomplished by evaluating the organization's security controls through question and answer processes with recommended actions. Additional advanced options may be available not included in this SOW.

### Simulated Phishing Testing

Phishing Services shall mean making the following available to End Users solely for use in simulated phishing campaigns processed on behalf of Client:

- Simulated communication templates and simulated landing page templates;
- Access to that portion of the Portal that enables an End User to:
  - Name and choose templates for a particular simulated phishing campaign,
  - Modify the content of selected templates,
  - Schedule the delivery and duration of a simulated phishing campaign,
  - Upload the sending profile and target names and related indicators and information for a simulated phishing campaign,
  - Launch and collect data from a simulated phishing campaign;
- Information and data resulting from a simulated phishing campaign ("Phishing Report Data").

All phishing campaigns shall be implemented solely for informational and educational purposes only and Phishing Report Data may be used by Client solely to support the Client. Client represents:

- Conducting a simulated phishing campaign, including collecting information about responses to the same, is fully consistent with any and all of Client's contracts and policies (including privacy policies) with respect to its staff, and consistent with any and all national, state, provincial and local laws and regulations which may apply to Client and its staff;
- Shall ensure that any and all simulated phishing communications are sent solely to bona fide staff of Client via an email account that is owned and controlled by Client in order to gauge such staff's response to phishing and similar email attacks;
- Shall review any and all changes made to any simulated phishing communication or simulated landing page (or template thereof) by or on behalf of Client:
  - To ensure the fully complies with the Client Policies and applicable law.
  - Shall ensure that any and all content and/or changes does not include any text, image or other content that:
    - is obscene, offensive, or inappropriate, or that otherwise could expose Client or BizCom to civil or criminal liability;
    - infringes or otherwise violates any copyright, trademark, trade secret or patent of any third party.

### Employee Training

Designed to help you meet and track security awareness and compliance training requirements.

Materials provided are provided in different lengths covering a wide range of topics. Not all topics and

programs may be appropriate for all companies. It is your responsibility to determine which programs are suitable for Client's company usage.

### Sample (template) Policies, Procedures.

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

### Beta Services

From time to time, BizCom may make Beta Services available to Client at no charge. Client may choose to try such Beta Services or not in its sole discretion. Beta Services are provided 'As Is' with representations, warranties or guarantees.

## FEES

There will be no charge for the onboarding services.

Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal and is incorporated as Addendum A to this SOW. Order Forms and Quotes are separate based on products that have annual commitments with annual fees, annual commitments with monthly fees and month to month commitments. Only services that have approved (electronically or physically signed check out pages or quotes will be incorporated as reference to this SOW.

## EXCLUSION FROM SCOPE OF SERVICES

Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by BizCom in writing (by separate SOW or quote):

- Customization of third-party applications, or programming of any kind.
- Cyber review of custom or third-party applications.
- Penetration, internal and external vulnerability testing.
- Enhanced risk Assessment including (but not limited to) benchmarks against HIPAA, NIST, GDPR, CIS, CMMC-AB, PCI-DSS...
- HIPAA Policies and Training
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.

- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in “Scope of Services” above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

**Annual commitment paid Annually, and Annual Commitment paid Monthly** subscriptions can be canceled (or have the number of seats on the original order reduced) only within the first 72 hours of the subscription term, with a prorated refund (proration calculated daily). After that initial 72-hour cancellation window, the Client is responsible for the entire term of the subscription commitment regardless of whether it is paid annually or monthly. It is a legal commitment for the annual term and may not be reduced past the 72-hour cancellation window. The pricing is guaranteed for the term of the agreement.

If additional user licenses are required, they can be added at any time during the subscription period and may be co-termed with the original subscription:

- Annual agreements paid annually will be invoiced for the additional licenses (prorated to the beginning of the month the license is added) when added in full for the remaining term of the subscription.
- Annual agreements that are paid monthly will begin to be invoiced from the first day of the month of the addition in which the license has started and will setup as coterminous to the end of the subscription period.

If Client is unsure about committing to an annual term subscription, client can purchase the **month-to-month agreement** and have the flexibility to cancel or reduce seats on a month-to-month basis. The cost for the monthly services is up to 50% higher and can be quoted upon request.

### **ADDITIONAL TERMS (if applicable)**

*These section(s) terms only apply if these services are included in the signed quote(s).*

#### **Remediation**

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

#### **vCTO, vCIO, vCISO Services**

The advice and suggestions provided us in our capacity as a virtual Chief Technology Officer or Chief Information Officer, Chief Information Security Officer will be for your informational and/or educational purposes only. BizCom will not hold an actual director or officer position in Client’s company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place BizCom on Client’s corporate records or accounts. Client may use the names on marketing materials including website upon written request.

### Penetration Testing & Internal and external Vulnerability Assessment

If penetration testing or vulnerability assessment services are specifically requested and agreed upon, you understand and agree that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for “false alarms” due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as “real alarms” or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

### Hosting Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, or engage in any activity known or considered to be “spamming” and carry out any “denial of service” attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity’s registration and/or subscription to Client’s services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to BizCom or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client’s authorized users and agents. Client’s responsibility includes ensuring the secrecy and strength of user identifications and passwords. BizCom shall have no liability resulting from the unauthorized use of Client’s login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client’s responsibility to notify us immediately to request the login information be reset or unauthorized access otherwise be prevented. We will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

### IP Addresses

Any IP addresses provided to Client by BizCom during the term of this SOW are managed by BizCom and BizCom or its vendor will retain these IP addresses after termination of this SOW, meaning that they may not be transferred or utilized by Client after termination of this SOW.

### Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at BizCom, or that is in “end of life” or “end of support” status, we may designate the element or service as “unsupported,” “non-standard,” “best efforts,” “reasonable endeavor,” “one-off,” “EOL,” “end of support,” or with like term in the service description (an “Unsupported Service”). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

### Travel Time

If onsite services are provided within your quoted services, we will travel up to 20 minutes from our office to your location at no charge. Time spent traveling beyond 20 minutes (e.g., locations that are beyond 20 minutes from our office, occasions on which traffic conditions extend our drive time beyond 20 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all airfare, tolls, parking fees, hotels and travel per diems, and related expenses that we incur if we provide onsite services to you.

## **AUTHORIZED CONTACT(s)**

In addition to the signatories to this SOW, if client wants to add authorized contacts to their account an email should be sent to their client success manager with the following information

First Name, Last Name ,Email Address Phone #, Decision authority.

## **TERM AND TERMINATION OF THIS SOW**

This SOW shall begin on the later the date of latest signature on the quotes or a future date referenced in the quote herein (“Commencement Date”). The term is 12 months from start date and may not be cancelled for any reason. This SOW will automatically renew for another 12-month period (if the rates for services are less than a 5% increase) if not formally cancelled in writing by 30 days prior to the expiration of the subscription date at the current subscription levels (original user license counts plus any additional users that were added coterminously).

## **ACKNOWLEDGEMENT**

By signing quote you are agreeing to this Statement of Work (SOW) you are acknowledging that you have read, understand, and agree to the scope, fees, and terms within this Statement of Work as well as the Master Services Agreement (<https://www.bizcomglobal.com/msa.pdf>) available on our website

*Signature on file or Electronic Approval*