

Statement of Work

Cyber Watch Systems LLC

5717 Legacy Dr, Suite 250
Plano, TX 75024



SOW DAL-001 for Agreement to Perform Consulting Services for City of Dalton, Georgia.

Date

November 4, 2022

Services Performed By:

Cyber Watch Systems LLC
5717 Legacy Dr, Suite 250
Plano, TX 75024

Services Performed For:

City of Dalton, Georgia
300 W Waugh St
Dalton, GA 30720

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement (the “Agreement”) between City of Dalton, Georgia (“Client”) and Cyber Watch Systems LLC (“Contractor”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall govern and prevail.

This SOW # DAL-001 (hereinafter called the “SOW”), effective as of execution date, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence upon three weeks of execution and continue for approximately three weeks.

Engagement Resources

Contractor will deploy and utilize experienced and certified consultants and subject matter experts.

- **Principal Security Consultant**
 - Oversee the project execution and deliverables
 - Reporting to Client sponsors on progress, issues and project risks
 - Cybersecurity and security risk subject matter expert (SME)
 - Conducts interviews and workshops
 - Documentation of deliverables
- **Senior Security Consultant**
 - Cybersecurity subject matter expert (SME)
 - Supports Principal Consultant in security program assessment
 - Conducts interviews and workshops
 - Documentation of deliverables
- Additional subject matter experts as needed

Scope of Work

1. Security Program Assessment

Contractor shall leverage the Cyber Watch Systems' Risk Assessment Toolkit and results of Client's previously performed Security Assessments to conduct a high-level assessment of the Client security program. Assessment will include a review of Client's security tools, including the functionality of each, identifying overlap, need for expansion, and gaps in capability deployment. Contractor will also provide insight and recommendations where necessary to update any previously identified gaps as well as hold two (2) workshops focusing on a desired future state and security goals. Contractor will also provide recommendations around specific technology solutions and services to address identified gaps and emerging risks. All previously identified and new remediation activities will be placed on the Detailed Security Roadmap for execution.

Contractor will conduct the initial information gathering workshops over an estimated two-week period. These will allow Contractor to obtain an understanding of business operations and risk as well as discuss risk tolerance and obtainable security goals. Follow-up information gathering workshops may be conducted as needed.

2. Detailed Security Roadmap

Contractor shall document recommendations from all assessments into defined projects which will be reflected on a tailored roadmap. Each project shall also be detailed into a presentation with the steps required to remediate the related process or technology to the desired recommended level selected by Client. Each project will be broken down in detail, containing estimated level of effort and external costs where needed.

Deliverable Materials

Project Deliverables include:

Security Program Assessment

- Executive summary
- Security program roadmap
- Detailed presentation of all projects recommended on roadmap

Contractor Responsibilities

Provide qualified cyber security and experts to lead and execute this project and provide the guidance, expertise and tools needed to complete the Deliverables of this project.

Client Responsibilities

Provide access to the necessary technical and staff resources to perform assigned work in a timely basis.

Fee Schedule

This engagement will be conducted on fixed fee basis. The total value for the Services pursuant to this SOW shall not exceed \$5,925.00 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Contractor will provide resources based on the following functional/ fee structure.

| Item Description | Fees |
|-----------------------------|------------|
| Security Program Assessment | \$5,925.00 |

| Bill to Address | Client Project Manager |
|------------------------------------|---|
| 300 W Waugh St Dalton, GA 30720 | Jorge Paez Director, Information Technology |

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced 100% after submission of all Deliverables by Contractor to Client. T&L expenses will be invoiced monthly. Standard Contractor invoicing is assumed to be acceptable. Invoices are due within 30 days of receipt.

Client will be invoiced all costs associated with reasonable out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and pre-approved by Client, and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW shall not exceed 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice as stated above. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to, in writing, by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month, unless such invoice(s) are disputed by Client.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of Deliverables being delivered by Contractor is deemed acceptance.

Assumptions

Portions of the work will be performed remotely.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. The party requesting the PCR shall incur all charges of the investigation. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Dalton, Georgia

Cyber Watch Systems LLC

By: _____
 Name:
 Title:
 Date:

By: William Theissen
 Name: William (Bill) Theissen
 Title: Managing Partner | VP Consulting Services
 Date: 12/01/2022