

Statement of Work

Cyber Watch Systems LLC

5717 Legacy Drive, Suite 250
Plano, TX 75024



SOW LMI-001 for Agreement to Perform Consulting Services to City of Norman

Date

July 19, 2023

Services Performed By:

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

Services Performed For:

City of Norman
210 W Gray St
Norman, OK 73069

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between City of Norman (“Client”) and Cyber Watch Systems LLC (“Contractor”), effective July 20, 2023 (the “Agreement”). 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 this Agreement, the terms of this SOW shall govern and prevail.

This SOW # LMI-001 (hereinafter called the “SOW”), effective upon signature, 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 on 12 months from implantation date.

Engagement Resources

Cyber Watch Systems will provide industry certified engineers and analysts to support in scope devices and platforms.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Monitoring with Log and Event Correlation

Configure Insights platform to consume logs and events from the following platforms:

- Firewall
- EDR
- O365
- Active Directory
- DNS
- DHCP
- LDAP
- RAPID7 Agent
- *ADDITIONAL DATA SOURCES TO BE ADDED WHEN IDENTIFIED IN DISCOVERY

Monitor Insights Platform for Security Incidents and anomalous user behavior that fall into the following categories:

- Viability
- Exploit
- Infiltration and Persistence
- Reconnaissance
- Lateral Movement
- Mission Target

Tracking of ingress connections and their geolocation

Defined Terms

Priority 1 (P1) – shall mean an alert that REQUIRES IMMEDIATE ATTENTION (i.e., system function is not available; affects the workflow of a Mission Critical System; or work stoppage is evident for multiple users). The SLA priority level requires a 15-minute mean time to respond.

Priority 3 (P3) – shall mean an alert of system problems having adequate manual work-around procedures in place, or non-critical types of alerts. The SLA priority level requires a 30-minute mean time to respond.

Priority 4 (P4) – shall mean an alert of system problems which require 3rd Party Vendor resolution and no work around or service resolution has been contracted via the 3rd Party Vendor. The SLA level requires a 30-minute mean time to respond.

Priority 5 (P5) – shall be defined as a project and is not assigned to a type with no SLA level.

Service Level Agreement (SLA) – shall mean agreed to levels of performance, response, notifications, etc

Priority	Type	Time to Respond	Status Call
1	System Critical	15 minutes	1 Hour
2	User Critical	30 minutes	1 Hour
3	General Break/Fix	30 minutes	N/A
4	Scheduled Maintenance	30 minutes	N/A
5	No SLA	No SLA	N/A

Note. LMI AEROSPACE will provide CWS, within thirty (30) days from the SOW Effective Date, a list of names and contact information for each system that could generate a P1 or P2 alert. This list shall be updated by LMI AEROSPACE on a monthly basis and is due to CWS no later than the first business day of each month

Deliverable Materials

Cyber Watch Systems will provide alert review and escalation of alerts that are deemed to be probable true positives to a custom escalation tree. Once deemed a true positive Cyber Watch Systems will provide remediation guidance and instruction to the client remotely. This can be customized as needed by the Client.

One unlimited incident escalation per 12 month term.

Contractor Responsibilities

Provide background checked certified resources for use by the customer as outlined within this Scope of Work.

Client Responsibilities

Provide access to the necessary technical and staff resources to perform assigned work on a timely basis. This includes but is not limited to VPN access, user account, admin accounts, client email address.

Fee Schedule

This engagement will be conducted on a Flat Fee basis. The total value for the Services pursuant to this SOW shall not exceed \$89,105.00 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 up to 4 named resources based on the following functional structure.

Item Description
Managed Security Service with 12 month subscription for InsightIDR for 12 months

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement.

Bill to Address	Client Contact
210 W Gray St Norman, OK 73069	Jeremy Kilgor

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced in advance for the managed security services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due 30 days from receipt.

Client will be invoiced all costs associated with 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 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 is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoice shall be submitted upon signature, 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. 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 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 or to the maximum penalty fee allowed by law..

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 5-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 20 business days advance written notice to the other party.

Assumptions

The majority of work will be performed remotely.

Client will provide approval for change and implementations in writing to ensure proper approvals have been acquired

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. Contractor will invoice Client for any such charges. 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 Norman

Cyber Watch Systems LLC

By: _____
Name:
Title:
Date:

By: Cameron Chavers
Name: Cameron Chavers
Title: Managing Partner
Date: 08/04/2023

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [Signature] DATE 8/4/23