

## **DELL SECUREWORKS STATEMENT OF WORK**

### **STATEMENT OF WORK NUMBER 20140415-1**

This **STATEMENT OF WORK ("SOW")** is by and between **SecureWorks, Inc.** ("Dell SecureWorks") and **City of Columbus** with its principal place of business located at **1111 E. Broad St. Suite 300 Columbus, OH 43205** ("Customer"). This Statement of Work is subject to and governed by the SecureWorks Managed Services Agreement which was signed by SecureWorks on December 5, 2012 (the "MSA"), which is incorporated by this reference in its entirety.

#### **1.0 Scope**

Under this Statement of Work (SOW), Dell SecureWorks will provide Customer with retained Consulting Services, as such requested or selected by Customer, of a value equal to Retainer (as defined below) to be paid by Customer as set forth and determined below. Customer may select to apply the Retainer payable against one or more of the Services set forth below. Upon request of Customer and upon completion of a particular service or project, Dell SecureWorks will notify Customer of the remaining Retainer balance. *ALL SERVICES LISTED ARE AS-NEEDED and AS REQUESTED.* The ranges of hours set forth below are estimates and can vary depending on the requests of Customer and the complexity of the circumstances. Location of work to be performed will be determined by Dell SecureWorks and Customer when requested.

The following Work Activities ARE EXCLUDED FROM SCOPE for this Statement of Work: *Active Incident Response and Forensics; Phishing Incident Response; Firewall Rule or Configuration Audit;*

#### **2.0 Statement of Work**

Dell SecureWorks Security and Risk Consulting (SRC) group can help you solve many problems that you may encounter. Some of our most commonly requested services are listed below. If you have a particular security issue, we can architect a solution to meet your needs.

##### **Regulatory and Compliance**

- GLBA Gap Analysis
- HIPAA Gap Analysis
- FISMA/NIST Gap Analysis
- PCI Gap Analysis
- QSA On-Demand
- ISO 2700x Gap Analysis
- General Controls Audit
- Information Security Assessment
- Security Architecture Review
- Governance Review
- Facility Clearance Readiness Review
- E-Discovery
- Security and Compliance Attestation Reporting
- Third-Party Diligence and Vendor Management
- IT Risk Assessment

##### **3.0 Deliverables**

##### **Testing and Analysis**

- Vulnerability Assessments
- Penetration Testing
- Web Application Assessments
- Network Security Assessment
- Physical Security Assessment
- Wireless Network Testing
- Social Engineering
- War Dialing
- Data Discovery and Classification

##### **Other**

- Corporate Information Security Program Development
- Corporate Security Strategy
- Advisory Services

Presentation of the findings and exact deliverables are custom tailored to the type of work performed, and to Customer needs. Final reporting and deliverables will be defined during the project, as well as interim or ad-hoc reporting. Our deliverables will focus on the information most relevant to you, especially as it relates to your business, operational and risk mitigation goals. Dell SecureWorks deliverables typically follow a standard format with two sections. The first section is targeted toward a non-technical audience - Senior Management, Auditors, Board of Directors and other concerned parties. The second section is targeted to technical staff and provides more granular detail.

**4.0 Timing and Fees**

Retainer 1: 120 Hours

- Review Current GAPS and discuss their Remediation Solutions
- Assist with Remediation Planning, Control Review, QSA general questions
- Development of administrative controls, assist in Policy development,
- Plan development and diagram creation.

Retained Hours	120
Retained Hourly Rate	\$270
Cost	\$32,400.00 USD

Retainer 2: 40 Hours

- Assist with preparation of their SAQ
- Provide an AOC (Attestation of Compliance)

Retained Hours	40
Retained Hourly Rate	\$270
Cost	\$10,800.00 USD

Total cost for both retainers \$43,200.00 USD

- 100% billable upon contract execution.
- Hours will be calculated in quarter hour increments.
- Includes hours spent on delivering work, reporting, project management, and all other work performed in this engagement.
- Any unused hours at the end of the Term will be forfeited.
- This is a fixed work effort contract; not a fixed price contract. Additional blocks of hours (10-hour blocks) may be retained in advance of SoW expiration at the rate above by Change Order or an additional Statement of Work.

**Out-of-Pocket Expenses**

The fees outlined in our scope of services include all incidental out-of-pocket expenses such as report preparation and reproduction, faxes, copying, etc. Fees also include transportation, meals and lodging to travel to perform any of our services.

## **Scheduling and Reporting**

Services outlined within this statement of work require a minimum of 2 weeks advance notification to schedule.

Dell SecureWorks will make commercially reasonable efforts to meet Customer's requests for dates and times for the contracted work to be performed, including the work to be performed during Customer's designated downtime windows, after business hours, meeting Customer deliverable deadlines, and other Customer scheduling requests. Email confirmation of an agreed upon schedule, sent by Dell SecureWorks, confirmed and returned by email by the Customer, shall constitute formal acceptance of such schedule. Once scheduling of any onsite work has been mutually agreed upon for work at the Customer's location, and the schedule is formally accepted by the Customer, changes to the schedule of onsite work are not permitted, except by mutual agreement.

Within three weeks of completing the portion of our engagement outlined in the statement of work section Dell SecureWorks will issue a draft formal report to Customer's designated point of contact. Customer shall have three weeks from delivery of such draft to provide comments concerning the nature and scope of the engagement to be included in the report. If there are no comments received from Customer in the three week period following delivery, the report shall be deemed final and Dell SecureWorks will finalize for distribution.

The designated Customer contact will receive an email confirmation from Dell SecureWorks upon the completion of work performed under this Statement of Work. Unless otherwise notified in writing by such Customer contact within thirty (30) days of such email confirmation, all of the work performed under this Statement of Work shall be deemed complete at the time of such email confirmation and if there is a remaining balance owed by Customer, Customer shall be invoiced and Customer agrees to pay such invoice in accordance with the terms hereunder.

## **Assumptions**

Dell SecureWorks has made the following assumptions in creating this SOW:

- Customer resources are scheduled and available to Dell SecureWorks.
- Customer has provided suitable workspace for Dell SecureWorks' staff and equipment.
- Access to Customer's computer systems and network for testing, building access, etc. is made available to Dell SecureWorks.
- Customer replies to all document requests and other information are timely and in accordance with the delivery dates established in the planning phase.
- Dell SecureWorks will contact Customer's designated representative within five business days after the execution of this Statement of Work to schedule a time for the services outlined hereunder to be performed. The services will be scheduled to commence at least 2 weeks from such initial communication between Dell SecureWorks and Customer's designated representative.
- All manual testing and all assessment work will occur Monday-Friday, 8am-8pm Eastern Time. Automated testing where no manual interaction is required can be performed at any time, according to Customer's request.
- Customer testing windows allow adequate time for performance of work.

## **5.0 Term**

The term of this SOW will be for one (1) year from the date of a purchase order certified by the City Auditor.

## 6.0 Disclaimers

**Applicable to Onsite Services:** Notwithstanding employees' placement at the Customer location, Dell SecureWorks retains the right to control the work of the employee. For international travel, Onsite Services may require additional documentation, such as Visas, visitor invitations, etc. which may affect timing and out of pocket costs.

**Applicable to Security Services:** Should a Statement of Work include security scanning, testing, assessment, forensics, or remediation Services ("Security Services"), Customer understands that Dell SecureWorks may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Customer authorizes Dell SecureWorks to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services or otherwise approved by Customer from time to time) on network resources with the IP Addresses identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party, in form and substance satisfactory to Dell SecureWorks, to permit Dell SecureWorks to provide the Security Services. Dell SecureWorks shall perform Security Services during a timeframe mutually agreed upon with Customer. The Security Services, such as penetration testing or vulnerability assessments, may also entail buffer overflows, fat pings, operating system specific exploits, and attacks specific to custom coded applications but will exclude intentional and deliberate Denial of Service Attacks. Furthermore, Customer acknowledges that the Security Services described herein could possibly result in service interruptions or degradation regarding the Customer's systems and accepts those risks and consequences. Customer hereby consents and authorizes Dell SecureWorks to provide any or all the Security Services with respect to the Customer's systems. Customer further acknowledges it is the Customer's responsibility to restore network computer systems to a secure configuration after Dell SecureWorks' testing.

**Applicable to Compliance Services:** Should a Statement of Work include compliance testing or assessment or other similar compliance advisory Services ("Compliance Services"), Customer understands that, although Dell SecureWorks' Compliance Services may discuss or relate to legal issues, Dell SecureWorks does not provide legal advice or services, none of such Services shall be deemed, construed as or constitute legal advice and that Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, any written summaries or reports provided by Dell SecureWorks in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Customer's legal or regulatory compliance.

**Applicable to PCI Compliance Services:** Should a Statement of Work include PCI compliance auditing, testing or assessment or other similar PCI compliance advisory Consulting Services ("PCI Compliance Services"), Customer understands that Dell SecureWorks' PCI Compliance Services do not constitute any guarantee or assurance that security of Customer's systems, networks and assets cannot be breached or are not at risk. These Services are an assessment, as of a particular date, of whether Customer's systems, networks and assets, and any compensating controls meet the applicable PCI standards. Mere compliance with PCI standards may not be sufficient to eliminate all risks of a security breach of Customer's systems, networks and assets. Furthermore, Dell SecureWorks is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of subsequent changes to Customer's systems, networks and assets after the date of Dell SecureWorks' final report, absent a signed Statement of Work expressly requiring the same.



This Statement of Work is agreed to by the parties. Any terms and conditions attached to a purchase order submitted by Customer in connection with this Statement of Work are null and void:

SECUREWORKS, INC.

City of Columbus

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_