Reach Cyber Charter School Security Services Agreement – Endpoint Protection

Scope of Work
Pricing
Terms and Conditions

Date Submitted: 11/29/2023
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RECLAMERE
DATA SECURITY EXPERTS

PROJECT STATEMENT OF WORK (PSOW)
For Reclamere Project Requests for Services

Project Title: Reach Cyber Charter EDR – Client Workstations and Servers	
PSOW #: RS11282023.001	**Requestor:** Scott Shedd
Requestor's Email Address: sshedd@reach.connectionsacademy.org	**Requestor's Telephone:** 717.745.7571

1. Background

Reach Cyber Charter has been using Reclamere's Endpoint Detection and Response services since 2022. This PSOW is an extension of those services.

2. Goals & Objectives

This Project Statement of Work No. RS11282023.001 ("PSOW") describes the security services and project management services (the "Project Services") that will be provided by Reclamere.

2.1 Project Scope

Reclamere will provide Endpoint Protection, which includes the following services:
   2.1.1   Endpoint Protections – This service includes the following:
   - Provide Antimalware Software that includes antivirus, antispyware, and anti-ransomware.
   - Endpoint Detection and Response (EDR) for workstations to protect Mac and Windows operating systems.
   - Threat detection that will rapidly recognize many thousands of virus and malware attack variants including crypto mining attacks as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings.
   - Provide response and remediation support when malicious behavior is detected by quickly rolling back files to previous safe versions through tracking changes in the devices and restoring them to an acceptable risk state.
   - The Security Operations Center (SOC) provides 24/7/365 monitoring and response by expert staff.
   - Endpoint management control that includes:
     - Prevention, detection, and response
     - Device and endpoint firewall control
     - Remote shell execution to ease IT overhead along with granular endpoint management controls

2.2 Period of Performance

Software licensing is for a term of one year and will begin after the signing of this agreement.

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2.3 Location

Reclamere will provide these services remotely. Reclamere will provide an online meeting and conferencing service [E.g. Teams, Google Meet, etc.] whenever necessary.

2.4 Roles & Responsibilities

(P - Primary, A – Assist):	Responsibility:	
	Reclamere	**Reach Cyber Charter**
Endpoint Protection and Scanning	P	A
SOC Services	P	A
Reporting and Review – Customer is granted access to the portal	P	A

3. Pricing

3.1 Fees

Reach Cyber Charter School EDR – Client Workstations and Servers is a Managed Security Services engagement. Software licensing costs are priced per endpoint for the term of one year. Additional workstations and servers will be added on an as-needed basis, co-termed to match the term of existing workstations and servers, and added to the monthly fees for this engagement.

Invoicing will begin on the first day of the month following the date that this agreement is signed. Invoice payment terms are net 30 days.

Table 3.1 – Reclamere Project Services Fees for Endpoint Protection

Description/Role:	Unit:	Unit Price:
Monthly Recurring Fee – Workstations/Server	1	$10.00

4. Assumptions / Risks & Constraints

4.1 Services performed outside of the SOW are excluded and will be charged as Time & Materials.

4.2 Any changes or substitutions to the SOW or timeline must be mutually agreed upon by both parties.

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5. Deliverables and Acceptance Criteria

The following Deliverables will be provided under this PSOW:

Item Number:	Deliverables:
1	Endpoint Protection and Scanning
2	SOC Services
3	Reporting and Review – Customer has been granted access to the Portal

Terms and Conditions

1. Service Agreement Terms

This Agreement between _____, located at _____, herein referred to as **Client,** and Reclamere, Inc., located at 905 Pennsylvania Avenue, Tyrone, Pennsylvania, herein referred to as **Provider**, is effective upon the date signed below, and shall remain in force for the length of the project as outlined on the project timeline or for a period of one year, whichever comes first. Should adjustments or modifications be required that affect the total professional service fees paid for the Services rendered under this Agreement, these will be negotiated by Client and the Provider in advance and be approved in writing.

    a. This Agreement may be terminated by the Client with thirty (30) days written notice if the Provider:

        I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

        II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

        III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

        IV. Client agrees that termination of this Agreement without cause will result in all remaining fees being due and payable within 30 days of notice of termination.

    b. If either party terminates this Agreement, the Provider will assist Client in the orderly termination of Services, including the timely transfer of the Services to another designated provider. Client agrees to pay the Provider the actual costs of rendering such assistance. Actual costs could include but are not limited to training, data transfer, license transfers, or equipment de-installation.

    c. Client agrees to allow the Provider to assign, delegate, and subcontract Services to third-party competent contractors approved by the Provider. Provider is solely responsible for the performance of any third parties under this Agreement.

    d. Client agrees that the Provider reserves the right to cancel this Agreement at any time, with thirty (30) days written notification.

    e. Provider agrees to follow Client's environmental, health, and safety policies and procedures together with its insurance requirements.

2. PAYMENT SCHEDULE

Fees will be charged as detailed in Table 3.1 of the Statement of Work, plus applicable taxes, invoiced to Client, and payments will be due upon receipt of invoices. It is understood that any Services requested by Client that fall outside of the terms of this Agreement will be considered Projects and will be quoted, signed by both parties, and billed as separate, individual Services. It is understood that any Federal, State, Local, or international VAT Taxes applicable shall be added to each invoice for Services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to the Project for the state of use.

3. INDEMNIFICATION

3.1 Provider will indemnify Client from and against all third-party claims to the extent a Provider Service or Deliverable infringes or misappropriates a third-party intellectual property right. If any Service or Deliverable is found to infringe or misappropriate an intellectual property right of a third party, then Provider shall procure the right for Client to continue to use the results of the Service or Deliverable or re-perform the Service or replace the Deliverable so that it is non-infringing. If the preceding remedies are not available, then Provider may

terminate the Service Order and will refund the price paid for the infringing portion of the Services or the Deliverables. The foregoing is the sole and exclusive remedy of Client and states the entire liability of Provider with respect to infringement or misappropriation of any proprietary rights by the Services or Deliverables.

3.2 Client will indemnify Provider from and against all third-party claims to the extent attributable to Client's having furnished any Deliverable or portion thereof to a third party in violation of this Agreement, any third-party reliance on a Deliverable, or any third-party claim arising as a result of Provider's use and/or reliance on information or data provided to it by Client.

4. ACKNOWLEDGMENTS; WARRANTIES

4.1 Provider represents that the Service will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the Services.

4.2 Client agrees that Provider will not be responsible for nonconformities or any errors in work papers or Deliverables resulting from Provider's reliance on inaccurate, inauthentic, or incomplete data or information provided by Client. Client will cooperate with Provider and take all actions reasonably necessary to enable Provider to perform the Services. To that end, Client will provide, on a timely basis, all information, as well as access to systems, locations, and personnel, reasonably requested by Provider to enable Provider to provide the Services. Client agrees that failure to do so may result in: 1) immediate termination of Service, and 2) a charge to Client equal to the amount of any lost hours at the hourly rate specified in the Service Order, and if no hourly rate is specified, $300.00 per hour. If Provider is required to reschedule the delivery of Service due to the foregoing, then Client understands that such rescheduling will be dependent upon Provider's resource availability and may result in additional charges. Client further acknowledges and agrees that (a) any outcome of the Services involving security assessment is limited to a point-in-time examination consistent with the PSOW set forth in the Service Order, (b) the outcome of any audits, assessments, or testing by and the opinions, advice, recommendations and/or certification of, Provider does not constitute any form of representation, warranty or guarantee that Client's systems are secure from every form of attack, even if fully implemented, (c) in examining Client's compliance or non-compliance status, Provider relies upon accurate, authentic, and complete information provided by Client as well as the use of certain sampling techniques, and (d) Client's management is solely responsible for the scope, goals, and overall direction of the Services, as well as the implementation of any course of action based on such Services. Under no circumstance does provider warrant or guarantee the acceptance of any work product, deliverable, or service by any regulatory body, auditor, or law enforcement entity.

4.3 Other than those expressly contained in this Section, neither Party makes any other representations or warranties, implied, statutory, or otherwise, with respect to the Services or Deliverables. Provider EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY

Neither Client nor its employees, officers, and directors, on the one hand, nor Provider and its employees, officers and directors and licensors, on the other hand, will be liable to the other Party under this Agreement for commercial loss and lost profits or any consequential, incidental, indirect, punitive or special damages, or any other similar damages under any theory of liability whether in contract, tort or strict liability, however, caused and regardless of legal theory or foreseeability, directly or indirectly, arising under this Agreement. In no event shall the liability of Provider exceed those fees payable to Provider by Client under the Service Order.

6. DISPUTE RESOLUTION

No action arising out of this Agreement, regardless of the form, may be brought by either Party more than twelve (12) months after the cause of action has accrued, except for actions with respect to non-payment. This Agreement will be interpreted and construed in accordance with the substantive laws of the State of Pennsylvania, without regard to any provisions of its choice of law rules.

7. NON-SOLICITATION

Neither Party will actively recruit the other Party's personnel engaged in providing or receiving Services during the term of the Service Order and for one (1) year thereafter. Client will pay a conversion fee equal to 50% of the then-current annual salary of each Provider personnel converted in contradiction of this Section.

8. PERFORMANCE OF SERVICES

The location from which Provider will provide the Services will be specified in the Service Order; however, Provider may conduct sampling in connection with the Services from any sites that Provider deems appropriate.

9. USE OF SUBCONTRACTORS

Provider reserves the right to employ subcontractors to assist Provider when providing any part of the Service, provided, however, Provider will remain liable to Client with respect to any contracted Service to the extent Provider would be liable to Client under the terms of this Agreement and the Service Order.

10. ADDITIONAL PROVISIONS REGARDING CERTAIN PROVIDER SERVICES

10.1 <u>Security Assessment/Risk Analysis Services.</u> If the Services include technical security testing, penetration testing (including physical, application, ethical or network penetration assessment and testing), risk analysis, active threat monitoring, or internal or external vulnerability or network scanning, Provider will use various commercial, open-source, freely distributed or proprietary testing tools, techniques, and monitoring methods to evaluate the devices, software or resources (collectively "Systems") identified by Client, and verified by Provider, as within scope. Provider may also use tools that meet the definition of malware by anti-virus platforms. Provider is not responsible for adverse consequences resulting from inaccurate information, including inaccurate IP Addresses, furnished by Client with respect to any System.

10.2 <u>Provider-Owned Hardware or Other Property.</u> If this Agreement includes hardware devices or other property of Provider, Client agrees to make all logical and earnest attempts to keep equipment safe, secure, and protected while in their possession. Client agrees to keep current insurance on Provider supplied equipment while in their possession and list Provider as an additional loss payee. Client will provide proof thereof to Provider that Provider is listed as an additional loss payee, providing a current copy of its insurance declaration sheet showing Provider as a loss payee specifically for equipment coverage. Client further agrees to be responsible for any and all costs for the repair or replacement of Provider supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party.

10.3 <u>Client Default; Permission to Enter.</u> Should Client default, permission is granted to enter Client's premises upon prior notice and remove all of Provider's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. Client agrees to cooperate fully and will not interfere in any way, including but not limited to involving law enforcement. Client acknowledges that the hardware provided under this Agreement belongs to Provider, which retains a 100% Security Interest, and Provider may repossess without notice, upon breach of this Agreement by Client.

11. CONFIDENTIALITY OF SERVICE

The Provider and its agents may use Client information as necessary to or consistent with providing the contracted Services and will use best efforts to protect against unauthorized use. All documentation provided to the Provider by the Client during the course of this engagement will be appropriately stored and protected and will be destroyed or returned to the Client at the request of the Client.

12. JURISDICTION AND VENUE OF ENFORCEMENT

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Pennsylvania. Jurisdiction and venue shall exclusively lie in the County of Blair, Borough of Tyrone. It constitutes the entire Agreement between Client and Provider. This Agreement can be modified by a signed written Addendum by both parties.

13. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. ENTIRE AGREEMENT

This Agreement, which includes the Service Order as well as any written amendments, constitutes the entire agreement between the Parties and supersedes all previous communications, representations, understandings, and agreements between the Parties or any officer or representative of the Parties. No amendments or other variation to this Agreement will be effective unless in writing and signed by an authorized person on behalf of each Party.

15. FORCE MAJEURE

Neither Provider nor Client will be liable for any failure to perform due to any cause beyond such Party's reasonable control.

16. NOTICE

Notices required under this Agreement will be in writing and delivered in person or sent by overnight courier addressed to the addresses in the Service Order. Notice will be effective when sent by overnight courier or upon delivery if delivered in person.

Acceptance of Statement of Work and Terms and Conditions

IN WITNESS WHEREOF, the parties have signed this Agreement and Statement of Work as of the day and year written below:

RECLAMERE, INC.

BY: _Angie Singer Keating_
      CC720F03DC0F4C6...
        (Signature)

NAME: __Angie Singer Keating__

TITLE: ___CEO___

DATE: __11/30/2023__

CLIENT: _____

BY: _____
        (Signature)

NAME: __Scott Shedd__

TITLE: _____

DATE: _____

In addition to signing the Agreement, please provide the following Client contact information, Current W-9, and, if applicable, Client Tax Exempt Certificate.

Management Contact Name: _____
Title: _____
Phone: _____
Email: _____

IT Administrator Contact Name:
Title: _____
Phone: _____
Email: _____

Accounting Contact Name:
Title: _____
Phone: _____
Email: _____

Customer Tax Exempt?
☐ Yes (If yes, please forward a tax exemption form with the agreement)

☐ No

Please forward W-9 with the agreement.

Tax Exempt Certificate and W-9 can also be emailed to accounting@reclamere.com