



City of Aurora



STATEMENT OF WORK

MS Sentinel MXDR Service

[INSERT DATE HERE]

PREAMBLE

This Statement of Work (“**SOW**”) (this “**Agreement**”), effective as of the date last signed below (the “**Effective Date**”), is entered into by and between NuHarbor Security, Inc. (“**NuHarbor**”), a Vermont corporation with offices at 553 Roosevelt Hwy, Colchester, VT 05446, and the Client identified on the signature page below (“**Client**”).

This SOW is a “Statement of Work,” as such term is defined in that certain Master Services Agreement by and between NuHarbor and Client (as amended from time-to-time, the “**MSA**”) and forms a part of and is subject to the terms and conditions of the MSA. Capitalized terms used but not defined herein shall be given the meanings ascribed to them in the MSA.

Client wishes to purchase from NuHarbor, and NuHarbor wishes to provide to Client, the services described in this SOW (the “**Services**”), in each case, subject to the terms and conditions herein.

SCOPE OF SERVICES

SENTINEL MXDR SERVICES

Sentinel MXDR Services. NuHarbor will provide Client with the managed services described in this section for Client’s Sentinel Workspace (collectively, the “**Sentinel MXDR Services**”) upon the completion of the Onboarding Services.

Sentinel MXDR Services.

(a) Sentinel Security Review: NuHarbor shall analyze incidents from the Client’s Sentinel Workspace each Business Day. Based on review outcomes, NuHarbor seeks to (i) filter false positives, (ii) investigate potential threats, and (iii) escalate valid security incidents according to Client’s escalation plan, as defined in writing during the Onboarding Services.

(b) Security Rule Tuning: NuHarbor Security monitored use cases, NuHarbor may, at its sole discretion, develop and provide new/updated/fixed alerting, workbooks and/or playbooks. Incidents that don’t provide actionable knowledge and insight regarding adversaries and their malicious behaviors, may be suppressed.

(c) Sentinel Incident Investigation: NuHarbor will utilize tools and data to perform incident response procedures to incidents that have been detected automatically in the Client’s Sentinel Security Workspace. NuHarbor will review incidents and actively investigate to closure/remediation. In instances in which NuHarbor does not have access to data on Client side needed to make an informed decision, incidents will be pushed to the Client SOC for further enrichment. NuHarbor will review and close automatically detected incidents.

(d) Security Detections: Security incident detection logic may be modified by NuHarbor according to best practice changes and needs specific to the Client Environment.

(e) Data Source Onboarding: NuHarbor will onboard mutually agreed data sources into Client’s Sentinel workspace.

(f) Service Desk: NuHarbor will provide all ticketing escalations within the NuHarbor service desk.

Regular Status Updates. NuHarbor will provide regular status updates to the Client, through a video tele-conference or email update. The status updates cover environment health, event statistics, and the current status of any tickets.

Quarterly Business Review. NuHarbor will schedule a phone or web-based conference call between NuHarbor and the Client each calendar quarter for purposes of reviewing overall health, status, and mutual performance under this SOW.

Alert Escalations: NuHarbor and Client will define escalation guidelines as part of the defined rules of engagement document developed during the Onboarding Services. These escalation guidelines will govern which communication method both Parties will use to notify the other Party of a system alert or security escalation based on severity. Approved communication methods are (i) NuHarbor's JIRA ticketing portal, or (ii) telephone.

Operational Roles and Responsibilities: In connection with the Sentinel MXDR Services, Client and NuHarbor will have the respective roles and responsibilities set forth below:

Task	Responsibilities	NuHarbor	Client
Security Monitoring			
1.0	Identify and investigate suspicious indicators of compromise (IOC) and indicators of attack (IOA) within Sentinel.	X	
1.1	Notify NuHarbor of Client reported security incidents for investigation in Sentinel.		X
1.2	Investigate Client reported security incidents within Sentinel.	X	
Incident Response			
2.0	Escalate security incidents to Client that meet escalation criteria.	X	
2.1	Quarantine files, endpoints, or kill processes that meet response containment guidelines. <i>Dependent on access.</i>	X	X
2.2	Contain endpoints, users, and systems involved in an incident. Dependent on access.	X	X
2.3	Remediate endpoints, users, and systems involved in an incident.		X
Development			
3.0	Monitor the health and performance of Client's Sentinel Environment (<i>Analytical Rules, Data Connectors, Playbooks</i>)	X	
3.1	Maintain all physical and virtual hardware.		X

Coverage and Support. The Sentinel MXDR Services will be performed remotely, based on the severity of the system health event assigned by Client's Sentinel Security Workspace, and will be limited to Client-escalated or

automated system-escalated security events that are detected by Client's Sentinel Security Workspace. All Deliverables provided to Client, including all reports and communications, will use NuHarbor's proprietary templates, format, and structure.

Security Monitoring Exclusions. Incident monitoring will be limited to alerting that NuHarbor has created or has agreed to monitor as having met confidence requirements. The Client will be responsible for responding to any alert which have been created by the Client, in the workspace.

Service Level Objectives (SLOs).

Service Level Objectives. A NuHarbor engineer will evaluate security and system health events detected by Client's Sentinel Security Workspace in accordance with (i) the urgency designations assigned to such events by Client's Sentinel Security Workspace, (ii) the service level objectives set forth on the chart below (collectively, the "**Service Level Objectives**"); provided that, lower severity events will be placed on hold for evaluations related to newer, more severe events. For purposes of this section, an investigation is deemed to start (and/or triage will be deemed to start) when a NuHarbor engineer begins review of the security event.

Category	Frequency	Urgency	Description	Minimum Objective
Security Incident Escalation	24x7xNBD	Multiple Incident Levels	During the investigation of incidents, the Analyst team identifies that an event is a true positive and will provide the Client with an escalation as necessary, i.e. Not resolved by automation, and based on impact.	60 minutes from the time the Analyst team identifies the event as a true positive.
Security Event Triage	8x5xNBD	High	Receive an automated security incident at the designated urgency and begin triage	30 minutes
Security Event Triage	24x7xNBD	Client Critical Escalation	Client initiates a critical incident for investigation through the NuHarbor 24x7 phone system	60 minutes from the time Client identifies the critical event in a voice message left on NuHarbor's 24x7 phone system
Security Event Triage	8x5xNBD	Medium	Receive an automated security incident at the designated urgency and begin triage	2 hours
Security Event Triage	8x5xNBD	Low	Receive an automated security incident at the designated urgency and begin triage	8 hours
Security Incident Investigation	N/A	N/A	A true positive security incident is declared and investigated	1 hour-5 days depending on scope and complexity
Security Incident Resolution	N/A	N/A	A true positive security incident is contained	1 hour-5 days depending on scope and complexity

Critical Events. For purposes of this SOW, “Critical Events” are (i) high security events detected by Client’s Sentinel Security Workspace that are assigned a high urgency designation by Client’s Sentinel Security Workspace and are high-fidelity, low false-positive events that pose a risk to Client’s system availability and require immediate action, and (ii) those previously identified critical systems, VIP users and/or Risky users that have been identified by the Client and detected within the Client’s Sentinel Security Workspace that threaten the performance, availability of critical data sources that are defined in writing during the Onboarding Services, in each case ((i) and (ii)), that are either (a) escalated to NuHarbor by Client via telephone, or (ii) escalated to NuHarbor by Client’s Sentinel Security Workspace in the automated system alerts. Outside of the hours of 8:30am and 5:00pm EST Monday through Friday (excluding the holidays identified below) (collectively, “**Business Hours**”) evaluations will be limited to Critical Events. All other system health events detected outside of Business Hours will be evaluated by NuHarbor starting on the next Business Day, as if such events were detected at 8:30am on that Business Day, where “**Business Day**” means Monday through Friday, excluding the holidays identified below.

NuHarbor Holidays. NuHarbor traditionally observes the following holidays: (i) New Year’s Day, (ii) Martin Luther King, Jr. Day, (iii) Presidents Day, (iv) Memorial Day, (v) Juneteenth, (vi) Independence Day, (vii) Labor Day, (viii) Veterans Day, (ix) Thanksgiving Day, and (x) Christmas Day. Holidays that fall on Saturday are observed the preceding Friday. Holidays that fall on Sunday are observed the following Monday. A current holiday calendar can be requested after Jan 1st of each calendar year.

Service Level Objective Failures. If NuHarbor fails to meet any Service Level Objective set forth in this section (subject to the limitations herein) and Client notifies NuHarbor within five (5) Business Days of such failure, NuHarbor will provide Client with a credit equal to one days’ worth of fees for the Sentinel MXDR Services under this SOW, calculated by taking the annual subscription fee for the Sentinel MXDR Services under this SOW and dividing such fee by 365; provided that, the total, maximum annual credit available to Client under this section shall not exceed 20% of the annual subscription fee for the Sentinel MXDR Services under this SOW. Any credit earned by Client under this section shall be issued in the form of a credit against future fees payable by Client. Except in the event of an intentional breach of this Agreement by NuHarbor, this credit shall be the sole remedy of Client for any failure to meet any Service Level Objective or other downtime of the Sentinel MXDR Services. For the avoidance of doubt, this credit shall not be provided for any failure attributable to any exclusion from liability or obligation set forth in this Agreement or any failure by Client to comply with any Client obligations under this SOW or the MSA.

Sentinel MXDR Onboarding. Subject to the terms and conditions of the Agreement, NuHarbor will provide Client with the managed services onboarding services described in this section for Client’s Sentinel Security Workspace (collectively, the “**Onboarding Services**”):

Onboarding Services - Generally. NuHarbor will conduct a variety of tasks centered around onboarding Client’s Sentinel Security Workspace to NuHarbor Sentinel MXDR services operational control.

Onboarding Engineer. NuHarbor will assign an onboarding manager at NuHarbor who will (i) develop a formal onboarding timeline, (ii) develop a formal, customized onboarding plan, (iii) lead project status meetings, (iv) provide weekly status reports to the Client during the term of the Onboarding Services (the “**NuHarbor Onboarding Manager**”). Client will also assign an onboarding manager at Client who will serve as the primary point of contact at the Client for Onboarding Services (the “**Client Onboarding Manager**”).

The following tables illustrates a typical onboarding timeline and onboarding plan for a Client who is onboarding to NuHarbor’s Sentinel MXDR Service. This is provided for informational purposes only. An onboarding timeline will be mutually agreed upon at the commencement of work.

Activities:	Wk1	Wk2	Wk3
MSP Onboarding			
<i>Planning & Documentation</i>			
<i>Monitoring Production Launch</i>			

TASK	DESCRIPTION
1.0	Planning
1.1	Client facing kickoff call to review access, documentation, escalation, communication, reporting, and success criteria
1.2	Gather Client environment data for enrichment
1.3	Define escalation plan
1.4	Define access requirements and document
1.5	Define Client reporting contacts
1.6	Setup 24/7 Alerting
1.7	Baseline and Tuning
2.0	Launch
3.0	Onboarding Complete

Scheduling. Promptly following execution of this SOW, Client and NuHarbor shall mutually agree upon a start date for the Onboarding Services.

Client Obligations. In addition to the roles and responsibilities outlined above:

- (a) Client will identify a primary technical point of contact, an executive sponsor, and an individual with authority to approve change requests.
- (b) In the event Client needs support completing any of the Client obligations set forth in this SOW, the MSA or other information security/compliance services, such Services will require an additional Statement of Work(s), and NuHarbor will provide a proposed Statement of Work for such Services for consideration by Client.
- (c) Client must allow e-mail alerts from Client's Sentinel workspace and a NuHarbor third-party utility (e.g., NuHarbor's ticketing system).
- (d) Client must allow NuHarbor's Sentinel MXDR workspace to Lighthouse to the Client's Sentinel Security workspace.
- (e) Client must provide reasonable access to its key personnel necessary for NuHarbor to perform the Sentinel MXDR Services and Onboarding Services.

(f) Client is responsible for all costs associated with ingesting data into Log Analytics, running data through Microsoft Sentinel, any retention of data past the 90-day default retention policy, and the cost of running any VMs for data collectors.

(g) Client will be responsible for ensuring that its facilities are accessible and supported during normal business hours, Client's Equipment (defined below) is operational for the purposes of meeting the obligations contained within this Agreement (including this SOW), and NuHarbor personnel are provided with appropriate access to all Equipment to be able to provide the Services. Client is required to implement Equipment and infrastructure upgrades necessary for NuHarbor to provide the Services.

(h) Client must submit all requests to NuHarbor using the NuHarbor's ticketing service desk, including all security escalations.

(i) Client must report any deficiencies in the Sentinel MXDR Services within thirty (30) days of the date that such Managed Services were provided.

(h) Create, through the deployment of NuHarbor's ARM template, the following:

- Designated Sentinel Workspace for security events.
- Permissions for NuHarbor to:
 - View, query and manage logs
 - Manage Sentinel resources
 - Manage Sentinel Alerts
 - Manage incidents and cases
 - Manage Sentinel Workbooks
 - Manage and run Sentinel Playbooks

Additional permissions may be required, as new features are released from Microsoft and NuHarbor. NuHarbor will work with the Client in these instances.

Client Restrictions. Client may not duplicate any of the content that is deployed by NuHarbor.

Equipment. For purposes of this SOW, the term "Equipment" shall mean any computer hardware or third-party software necessary to properly provide the Managed Services. In particular, the Client shall:

(a) Provide remote access to Client's Sentinel Security Workspace within Client's computing environment.

(c) Provide appropriately permissioned user accounts.

(d) Be responsible for hardware, infrastructure, backups, and patching operating system.

For the avoidance of doubt, Client's failure to provide NuHarbor with sufficient Equipment to perform Services under this SOW shall be deemed a material breach of this SOW by Client.

Microsoft Sentinel Environment; Disclaimer.

Microsoft Sentinel Environment. For NuHarbor to provide the Services to Client under this SOW, Client must maintain an active E3 with EMS or E5/F5/G5 license to use Microsoft Sentinel, and the data connectors identified in Onboarding. Client shall be required to maintain the Microsoft Sentinel Security Workspace throughout the SOW Term, including the right for NuHarbor to access and use Client's Sentinel Security Workspace for purposes of providing Services to Client, and any failure to do so shall be deemed a material

breach of this SOW by Client. Client must acquire the Microsoft licensing directly from Microsoft Inc., its affiliates, or authorized third-party resellers, and NuHarbor will have no obligation or liability with respect to Client's Sentinel Security Workspace including, without limitation, for Client's failure to maintain the Sentinel Workspace throughout the SOW Term or for Client's failure to comply with the terms and conditions applicable to Client's Microsoft subscription.

Modification; Disclaimer. Client understands and agrees that (i) Microsoft Inc. may update, modify, increase or decrease the functionality of, release new versions of, or discontinue the Sentinel application at any time, including without limitation in a manner that adversely affects or disables the Sentinel MXDR Services, (ii) Microsoft may disable Client's Microsoft licensing and/or subscription for legal or regulatory reasons or as otherwise permitted under the applicable terms of Client's agreement(s) with Microsoft, the applicable general terms, and (iii) NuHarbor shall not be responsible for nor have any liability or obligation with respect to any update, modification, change to the functionality of, discontinuation, or unavailability of, or errors, viruses, loss of data or other claim, damage, or liability attributable to, Client's Microsoft Environment. NuHarbor has not made and is not making, any representation, condition or warranty whatsoever about or regarding Client's Microsoft Environment.

System Acceptable Use Policy. Client acknowledges and agrees that all access to and use of NuHarbor and Third Party Products in connection with the Services, including without limitation, the Tenable Environment and related services, is subject to the System Acceptable Use Policy, as set forth in Schedule A attached hereto, and Client agrees to comply with such System Acceptable Use Policy.

FEES

Description	3 Years Cumulative
Sentinel MXDR Services up to 2,700 Users	\$818,100
Total Amount	\$818,100

* To be billed hourly (\$250 Hour) on a monthly basis. Total amount will not exceed the listed price.

Travel Expenses

No travel is expected for these Services. Upon prior written approve from Client, Should travel expenses be incurred by NuHarbor for the performance of services onsite at the Client's location, those costs will be billed to Client as additional costs. Such expenses may include, but are not limited to, airfare, lodging, meals, ground transportation, and other related travel costs.

TERM

With respect to the Managed Sentinel MXDR Service, the initial term of this SOW will commence on [the Effective Date] January 1, 2025 and, unless terminated sooner in accordance with the terms of this Agreement, will end on the date that is 3 years from such date (the "Initial SOW Term"). Unless terminated sooner in accordance with the terms governing this SOW, this SOW will automatically renew for successive renewal terms of one (1) year (each, a

“Renewal SOW Term”, and collectively with the Initial SOW Term, the **“SOW Term”**), unless either Party provides written notice of non-renewal at least 60 days prior to the expiration of the then-current term. The fees for the Managed Services for each Renewal SOW Term will be NuHarbor’s then-current standard rates for such Managed Services at the time of renewal.

With respect to the Security Control Gap & Maturity Assessment, the initial term of this SOW will commence on the Effective Date and, unless terminated sooner in accordance with the terms governing this SOW, will terminate upon Client’s receipt of services and final deliverables (the **“SOW Term”**). After this Statement of Work is fully executed, NuHarbor and Client will reach an agreement on scheduling the engagement.

PROJECT MANAGERS

During the Term, each party shall designate an employee to serve as a primary contact for day-to-day communications and decision-making with respect to the SOW and who will have authority to act on behalf of the party in connection with matters pertaining to the SOW (**“Project Manager”**). Each Project Manager shall be suitably skilled, experienced, and qualified to perform their respective duties. If either party’s Project Manager ceases to be employed by such party or such party otherwise wishes to replace its Project Manager, such party shall promptly name a new Project Manager by written notice (email to suffice) to the other party.

CHANGE OF SCOPE

Either party may request change(s) to the Services or additional Services by submitting a written change request to the other party describing the requested change(s) or additional Services. The parties will evaluate the change request and, if agreed, enter into a written change order memorializing the agreed change(s) or additional Services and the related terms, including any additional fees to be paid to NuHarbor (each, a **“Change Order”**). No change(s) to the Services will be effective, and NuHarbor will not be required to provide any additional Services, unless and until such change(s) or additional Services are set forth in a Change Order executed by authorized representatives of both parties.

GENERAL TERMS

Client Responsibilities. Client shall: (a) perform its obligations described in the SOW; (b) provide NuHarbor with access to all data, information, materials, documents, content, and Client’s systems, networks, and other technology (**“Client Materials”**) as reasonably required by NuHarbor to provide the Services; (c) if NuHarbor is performing Services at Client facilities, provide NuHarbor personnel with access to Client’s premises, offices, and other facilities as may be required for NuHarbor to perform the Services; and (d) to the extent applicable, obtain all approvals, consents, and authorizations to comply with all applicable laws in relation to the Services. If NuHarbor’s performance of its obligations under these Terms or the SOW is delayed or prevented by any act or omission of Client or its representatives, NuHarbor will not be deemed in breach of these Terms or the SOW or otherwise liable for any costs, charges, or losses incurred by Client to the extent relating to such delay or prevention. NuHarbor will not be liable for any loss, damage, costs, expenses or other claims for compensation arising from any Client Materials or instructions supplied by Client which are incomplete, incorrect, inaccurate, illegible or defective in any other way. Client agrees and acknowledges that its failure to obtain necessary consents and authorizations could result in claims or actions for which Client will be solely responsible and Client will cooperate with NuHarbor and any governmental authority as necessary to resolve such claims.

Fees; Payment. In consideration of the provision of the Services by NuHarbor, Client shall pay the fees set forth in the SOW and reimburse NuHarbor for all out-of-pocket expenses identified therein or otherwise approved by Client in writing. All payments will be in accordance with Illinois Local Government Prompt Payment Act Except as otherwise expressly set forth in these Terms, all payments by Client hereunder are non-refundable and Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government except for any taxes on NuHarbor’s income.

Intellectual Property. All intellectual property rights, including copyrights, patents, trademarks, trade secrets, know-how, derivative works and all other rights in and to all templates, documents, reports, work product and other materials that are

delivered to Client or prepared by or on behalf of NuHarbor in the course of performing the Services (collectively, the “**Deliverables**”) (except for any Client Confidential Information or Client Materials) shall be owned exclusively by NuHarbor. NuHarbor hereby grants Client a limited, non-exclusive, perpetual, worldwide license to use, display, and reproduce Deliverables solely to the extent necessary to enable Client to make reasonable use of the Deliverables and Services for Client’s internal business purposes. If Client provides any feedback or suggestions to NuHarbor regarding the Services, Client grants to NuHarbor a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit such feedback. Feedback excludes any Client Confidential Information. NuHarbor acknowledges that, as between NuHarbor and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to Client Materials. Client hereby grants to NuHarbor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Materials solely as may be necessary for NuHarbor to perform the Services. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and completeness of all Client Materials.

Confidentiality. From time to time, whether written or orally, either party (as “**Discloser**”) may disclose or make available to the other party (as “**Recipient**”), non-public, proprietary, and confidential information of Discloser that is identified as confidential or proprietary or should be reasonably understood by the Recipient to be confidential or proprietary (“**Confidential Information**”), including, but not limited to information about such party’s business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient’s breach of this Section; (b) is or becomes available to Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Recipient’s possession prior to Discloser’s disclosure hereunder; (d) was or is independently developed by Recipient without using any Confidential Information; or (e) is aggregated and anonymized. Recipient shall: (i) protect and safeguard the confidentiality of the Discloser’s Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (iii) not disclose any such Confidential Information to any person or entity, except to Recipient’s personnel and agents who need to know the Confidential Information to assist Recipient, or act on its behalf, to exercise its rights or perform its obligations under these Terms. If Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Discloser of such requirements to afford Discloser the opportunity to seek, at Discloser’s sole cost and expense, a protective order or other remedy. Upon expiration or termination of these Terms, each party shall return to the other party or destroy all of the other party’s Confidential Information.

Illinois Freedom of Information Act. NuHarbor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the Client for public records (as that term is defined by Section 2(c) of FOIA in the undersigned’s possession and to provide the requested public records to the Client within two (2) business days of the request being made by the Client. The undersigned agrees to indemnify and hold harmless the Client from all claims, costs, penalty, losses and injuries (including but not limited to, attorney’s fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Client under this agreement.

Third Party Products. NuHarbor may from time to time make third-party products available to Client. Such third-party products are subject to their own terms and conditions and Client agrees to be bound by and comply with such terms and conditions. NuHarbor will have no obligation to Client with respect to any third-party product, including the performance thereof, and all intellectual property rights to third-party products remain with the third-party service provider. NUHARBOR SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, RELATING THERETO. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY PRODUCTS IS STRICTLY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER.

Employee Verifications. NuHarbor shall (i) obtain a comprehensive background investigation report for each new employee with a satisfactory result that includes verification of authorization to work in the United States, social security number trace, sex offender registry search, county criminal court search (seven years; up to three counties), domestic watchlist search, employment verification, education verification, national criminal database search, federal criminal court search, global watchlist search, and employment credit report, (ii) conduct an FBI fingerprint search on employees performing direct client

services that meets IRS publication 1075 requirements, including the resubmission of fingerprints of active employees to the FBI fingerprint lab every five years, and (iii) maintain its SOC 2 Type 2 compliance during the term of the SOW. Annually, NuHarbor employees complete cybersecurity awareness training, anti-harassment training, commitment to NuHarbor information security policies and commitment to the NuHarbor employee handbook.

NuHarbor Warranty; Disclaimer. NuHarbor represents and warrants to Client that it: (a) has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; and (b) will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL SERVICES, DELIVERABLES, AND THIRD-PARTY PRODUCTS ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, AND NUHARBOR HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NUHARBOR MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DELIVERABLES, OR ANY RESULTS OF THE USE THEREOF WILL IDENTIFY ALL SECURITY THREATS. NUHARBOR DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT OR SYSTEMS AFFECTED BY THE SERVICES WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL, AND NUHARBOR SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR.

Client Warranties. Client represents and warrants to NuHarbor that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (b) it has obtained all consents and authorizations necessary for NuHarbor to perform the Services.

NuHarbor Indemnity. Subject to the limitation of liability set forth below, NuHarbor shall indemnify, defend, and hold Client and its officers, directors, elected officials, and employees (collectively, “**Client Indemnitees**”) harmless from and against all costs and damages (“**Losses**”) actually awarded against Client Indemnitees based on any third party claims or actions (“**Claims**”) alleging that Client Indemnitee’s use of the Services or Deliverables infringes the intellectual property rights of a third party; provided, however, that NuHarbor will have no obligation under this Section with respect to Claims to the extent arising out of (a) any instruction, information, designs, specifications, or other materials provided by Client; (b) Client’s use of the Deliverables in combination with any materials or equipment not supplied to Client or specified by NuHarbor in writing; or (c) any modifications or changes made to the Deliverables other than by NuHarbor. Should the Services or Deliverables become or in NuHarbor’s opinion be likely to become, the subject of such claim described in herein, NuHarbor may, at its option and expense, (i) procure the right for Client to continue using the Services or Deliverables, or (ii) replace or modify the Services or Deliverables so that it becomes non-infringing. If neither (i) or (ii) are reasonably practicable, NuHarbor may terminate the SOW and refund to Client any pre-paid, unused fees paid by Client. THIS SECTION STATES NUHARBOR’S SOLE AND EXCLUSIVE LIABILITY, AND CLIENT’S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

Client Indemnity. To the extent expressly authorized under Illinois state law, Client shall indemnify, defend, and hold NuHarbor and its officers, directors, and employees (collectively, “**NuHarbor Indemnitees**”) harmless from and against all Losses based on any Claims arising from or relating to (a) Client’s failure to obtain consents and authorizations required for NuHarbor to perform the Services; (b) NuHarbor Indemnitees use of Client Materials infringes the intellectual property rights of a third party; or (c) Client’s fraud, gross negligence, or willful misconduct.

Limitation of Liability. Except in instances of willful and wanton conduct or reckless disregard, IN NO EVENT WILL NUHARBOR BE LIABLE TO CLIENT FOR: (A) ANY LOSS OF USE, REVENUE, PROFIT, OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT NUHARBOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) DIRECT DAMAGES OF MORE THAN THE AGGREGATE AMOUNTS PAID OR PAYABLE TO NUHARBOR IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Suspension; Termination. NuHarbor may temporarily suspend Services if it reasonably determines that Client’s use of the Services or Deliverables poses a security risk to NuHarbor or any other NuHarbor client or vendor. Either party may terminate these Terms and the applicable SOW if the other party materially breaches the terms and conditions of these Terms or SOW and fails to cure such breach within 30 days of receiving written notice thereof. Any right or obligation of the parties in these Terms which, by its nature should survive termination or expiration of these Terms will survive any such termination or expiration of these Terms.

Termination for Convenience. The Client has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing NuHarbor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the Client, as provided herein, the Client shall pay the NuHarbor only for services performed up to the date of termination. After the termination date, NuHarbor has no further contractual claim against the Client based upon this Agreement and any payment so made to the NuHarbor upon termination shall be in full satisfaction for Services rendered. NuHarbor shall deliver to the Client all finished and unfinished documents, studies and reports and shall become the property of the Client.

Assignment. Neither party may assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party, provided that NuHarbor may assign these Terms, without Client's consent, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Independent Contractor. The parties are independent contractors. These Terms shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.

Third-Party Beneficiaries. Nothing in these Terms shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of these Terms.

Force Majeure. Neither party shall be liable to the other for any failure or delay in fulfilling or performing any term of these Terms (except for any obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control, including but not limited to, acts of God, flood, fire, earthquake, pandemic, act of terrorism or act of government. The affected party will resume performance as soon as reasonably practicable after an such event has been resolved or terminated.

Entire Agreement; Severability; Waiver. These Terms, including the SOW, constitutes the entire agreement between NuHarbor and Client concerning the subject matter of these Terms and supersedes all prior simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Section headings are for convenience only and shall not affect interpretation of the relevant section. No supplement, modification, or amendment of these Terms shall be binding, unless executed in writing and signed by authorized representative of each party. No provision of any purchase order or other form provided by Client will supersede these Terms and any such document shall be for administrative purposes only and shall have no legal effect. If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will continue in full force and effect. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in writing and signed by an authorized representative on behalf of the party claimed to have waived.

Governing Law. These Terms shall be governed by the laws of the State of Illinois excluding any rule or principle that would apply the substantive law of any other jurisdiction. For all disputes relating to this Agreement, each party irrevocably submits to the exclusive jurisdiction and venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, and each party waives any jurisdictional, venue, or inconvenient forum objections to such courts.

Microsoft Relationship. Client acknowledges that NuHarbor may receive monetary fees, commission or compensation from Microsoft in connection with the Services provided to Client.

Security Threat Disclaimer. Information provided by Client, including, if applicable, the proper logging of all data, is necessary to evaluate global risks, and certain security threats may not be identified in any event due to data omission, low frequency and/or latency. NuHarbor's Services are reliant on third-party products that may not always be available, or which may not provide timely information to NuHarbor regarding a security threat. Client acknowledges and agrees that NuHarbor's Services could not reasonably capture every possible security threat to Client and as such, Client shall not be entitled to any refund, rebate, discount, or any other financial remuneration for any security threat not identified and/or evaluated by NuHarbor, and NuHarbor will not have any liability or obligation of any kind in connection with any such threat.

Acceptance. Any Services or Deliverables provided to Client will be deemed accepted unless Client provides written notice of rejection to NuHarbor within ten (10) business days following delivery. Any such notice must identify a failure of the Services or Deliverables to materially conform to this SOW. NuHarbor shall promptly remedy any such material failure and redeliver conforming Services or Deliverables. In the event that Client repeatedly rejects the Services or Deliverables, NuHarbor or Client may terminate this SOW upon written notice.

Effect of Termination. Upon expiration or termination of this SOW, (a) each Party shall return to the other Party or destroy all of the other Party’s Confidential Information relating to this SOW, (b) all rights and licenses granted by NuHarbor to Client hereunder shall immediately terminate, and (c) NuHarbor shall have no obligation to provide any further Services under this SOW to Client.

IN WITNESS WHEREOF, the parties hereto have executed this SOW to be effective as of the date last written below.

NUHARBOR SECURITY, INC.	City of Aurora
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A

System Acceptable Use Policy

In order for NuHarbor to provide the Services to Client, Client may have access to certain NuHarbor and Third Party Products in connection with the Services (collectively, the "System"). This System Acceptable Use Policy (this "Policy") describes, among other things, prohibited uses of the System. By accessing or using the System, Client agrees to the following:

1. UNAUTHORIZED, ILLEGAL, HARMFUL OR OFFENSIVE USE

Client will not:

- A. use the System for any purpose other than as specifically authorized in this Agreement;
- B. reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code to all or any portion of any System component for any purpose;
- C. modify, adapt or create any derivative works of the System (or any component thereof), except as provided for by written agreement;
- D. access, use, or authorize, or encourage or facilitate the use by others of the System for any illegal purpose, in a manner not in compliance all applicable laws, regulations and rules, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive, such as defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, content containing any material that encourages conduct that could constitute a criminal offense, or that violates the intellectual property rights or rights to the publicity or privacy of others;
- E. use the System to violate the security, integrity or policies of any network, computer or communications system (each a "Service"), including accessing or using any Service without permission, or attempting to probe, scan or test the vulnerability of a Service or to breach any security or authentication mechanisms used by a Service;
- F. harass or interfere with another user's full use and enjoyment of any part of the System;
- G. access or use the System in a manner intended to improperly avoid incurring fees or exceeding usage or capacity limits;
- H. access or use the System for the purpose of building a competitive product or services or any other purpose that is to any Third Party Service Provider's detriment or commercial disadvantage;
- I. permit access to the System by a direct competitor of NuHarbor or any Third Party Service Provider;
- J. access or use the System or content in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party; or
- K. attempt to circumvent any access or use restrictions included in the System.

2. NETWORK ABUSE

Client will not: damage, disable, overburden, or impair the System (or any network connected to the System); resell or redistribute the System or any part of it; use any unauthorized means to modify, reroute, or gain access to the System or attempt to carry out these activities. Client will not store or transmit any content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware.

3. EMAIL OR MESSAGE ABUSE

Client will not access or use the System to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations, including informational announcements. Client will not alter or obscure mail headers or assume a sender's identity without permission. Client will not collect replies to messages sent from an Internet service provider in violation of this or the Internet service provider's policies.

4. HAZARDOUS USE

Client will not access or use the System in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or other similarly hazardous situations in a manner that if the System were to fail it could lead to death, personal injury, property damage or environmental damage.

5. VIOLATIONS OF THIS POLICY

NuHarbor and its Third Party Service Providers reserve the right to investigate any violation of this Acceptable Use Policy, the relevant terms of service for the applicable service, or any misuse, or potential misuse of the System. NuHarbor or its Third Party Service Providers may remove, disable access to or modify any content or resource that violates this Policy or any other

agreement between Client and NuHarbor, and without notice to Client (unless required by law), may report any activity that they suspect violates any law or regulation to appropriate law enforcement authorities, regulators or other appropriate third parties. Such reporting may include disclosing appropriate Client account information and/or Client content. NuHarbor and its Third Party Service Providers may also cooperate with law enforcement agencies, regulators or appropriate third parties to help with the investigation and prosecution of illegal conduct by providing information related to alleged violations. If Client becomes aware of any violation of this Acceptable Use Policy, Client must immediately notify NuHarbor and provide NuHarbor with reasonable assistance, as NuHarbor requests, to stop or remedy the violation. CLIENT AGREES TO HOLD NUHARBOR HARMLESS FROM AND AGAINST, AND WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY CLAIMS CLIENT MAY HAVE AGAINST NUHARBOR RESULTING FROM ANY DISCLOSURE, INVESTIGATION OR ACT OR OMISSION OF NUHARBOR IN THE COURSE OF CONDUCTING OR COOPERATING WITH AN INSPECTION AS SET FORTH IN THIS ACCEPTABLE USE POLICY.

6. THIRD PARTY SERVICE PROVIDERS

Client agrees:

- A. That the System may include software, code, algorithms, workflows and other proprietary methods and systems of Third Party Service Providers ("Third Party Products") and such Third Party Products are owned by the Third Party Service Providers or their licensors and are copyrighted under United States and international copyright laws. Third Party Products may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale or redistributed in any way without a Third Party Service Provider's prior written permission and the prior written permission of its applicable licensors.
- B. That in no event will a Third Party Service Provider be liable to Client in connection with the System or in connection with any content, services, products, software, materials, websites or practices of any third party.
- C. To indemnify, defend and hold harmless the Third Party Service Providers, their parents, subsidiaries, affiliates, officers, directors, employees, consultants, agents and licensors, from and against any third-party claims, disabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) Client's use of the Third Party Products or materials inconsistent with this Agreement; (ii) Client's violation of a Third Party Service Provider's end user agreement terms; (iii) Client's violation of any rights of any other person or entity; (iv) Client's materials (including but not limited to any data, software, content, text, or information transmitted to the System); or (v) any malicious software input by Client into the System.

7. GOVCLOUD SERVICES

If Client accesses or uses any System in the specially isolated Amazon Web Services ("AWS") GovCloud (US) region (including without limitation any services that are provisioned in a FedRAMP authorized environment), Client represents and warrants that users will only access the services in the AWS GovCloud(US) region if users:

- A. are "US Person(s)" as defined under ITAR (see 22 CFR part 120.15);
- B. have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR;
- C. are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); and
- D. maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable. Client is responsible for verifying that any user accessing Client Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access to such Client Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. Client will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region.
- E. are very clear that they understand the rules around such access. Users will ask for additional information on the FedRAMP controls if they are unclear on such rules and controls before they act.