



Statement of Work

Client: Sioux City Community Schools

Name: Mrs. Perla Alarcon-Flory

Issuance Date: July 27, 2021

Service Description: Risk Assessment and External & Internal Penetration test

This Statement of Work ("SOW") is valid for acceptance and signature for thirty (30) calendar days from the Issuance Date noted above.

Client Legal Name ("Client") and Address:	ProCircular, Inc. ("ProCircular") and Address:
Sioux City Community Schools	ProCircular, Inc.
627 4th St., Sioux City, IA 51101	2451 Oakdale Blvd. Coralville, IA 52241
Client Signature Contact:	ProCircular Contract Coordinator Contact:
Name: Mrs. Perla Alarcon-Flory	Name: Aaron R. Warner
Title: School Board President	Title: Chief Executive Officer
Telephone: 712-898-5263	Telephone: 319-359-2632
Email: alarcop@live.siouxcityschools.com	Email: awarner@procircular.com
Client Project Manager:	ProCircular Project Manager:
Name: John Pritchard	Name: Madison Hasken
Title: Director of Technology	Title: Program Manager
Telephone: 712-279-6803	Telephone: 563-299-9731
Email: pritchj@live.siouxcityschools.com	Email: mhasken@procircular.com

Billing Contact Information	
Billing Coordinator:	Troy L. Thomas
Billing Coordinator Title:	Purchasing Manager
Billing Coordinator Phone:	
Billing Coordinator Email:	thomast@live.siouxcityschools.com

Fees and Method/Mode of Payment	
Price – 1 Year:	\$54,000
Invoice Schedule:	50% to be invoiced upon SOW signature. Remaining 50% to be invoiced upon report delivery meeting.

Payment can be made either by wire transfer or by a valid company check from the Client.

Master Services Agreement Effective Date:	July 27, 2021
SOW Number:	1852
Project Name:	Risk Assessment and External & Internal Penetration test

The terms and conditions of the Master Services Agreement ("Agreement") apply in full to the performance of this SOW.

1. Project Objectives

- Identify critical information system components and their vulnerabilities and attempt to gain a foothold on the internal network from the external environment
- Provide evidence of the vulnerabilities in a detailed report
- Identify and prioritize remediation plans
- Advise client on how to protect customer data and Intellectual Property.
- Understand the regulatory compliance landscape.
- Provide recommendations to help management identify and prioritize remediation plans.

2. Services: Red Team Penetration Test

- **External Vulnerability Assessment**
 - Client will provide a list of external IP addresses to be assessed
 - ProCircular will review the list and define targets for the vulnerability assessment, then scan the devices for known vulnerabilities
 - ProCircular may make attempts to verify live hosts or vulnerabilities
- **External Penetration Test**
 - ProCircular will test verified vulnerabilities and make attempts to circumvent the security processes and controls of the Client through technical means
 - ProCircular will attempt to obtain privileged access, view data, or manipulate the targets in a similar way an attacker would
 - ProCircular may identify a small group of likely targets from internet reconnaissance that may be susceptible to a real-world phishing attack
 - Engineers will then craft a customized phishing narrative using information externally available with an intent to gauge susceptibility to clicking a link, exposing corporate login credentials, or executing malicious attachments
 - The intent of this “low and slow” type attack is to test end-user awareness and analyze the effectiveness of perimeter security controls against today’s sophisticated phishing techniques
- **Internal Vulnerability Assessment**
 - ProCircular will provide a CyberBlock™ appliance to test for internal vulnerabilities
 - Client will provide a list of internal IP addresses to be assessed
 - ProCircular will review the list and define targets for the vulnerability assessment, then scan the devices for known vulnerabilities
 - ProCircular may make attempts to verify live hosts or vulnerabilities
- **Internal Penetration Test**
 - ProCircular will test verified vulnerabilities and make attempts to circumvent the security processes and controls of the Client through technical means
 - ProCircular will attempt to mimic real-world attacks (e.g., Man-in-The-Middle, SMBRelay, Pass-the-Hash, etc.)
 - ProCircular will attempt to obtain privileged access, view data, or manipulate the targets in a similar way an attacker would
 - If access is gained, ProCircular will target sensitive data and attempt other attack paths to gain similar network access

3. Services: Cybersecurity Risk Assessment

- **Asset Management Review** – After a careful review of the Client's IT and data assets, ProCircular will work with the Client to create a schedule for asset management meetings, implementation, communications, and testing.
- **Compliance Assessment** – During the Compliance Assessment phase, ProCircular will assess the Client's current adherence to compliance requirements using a series of interviews and/or questionnaires. Client and ProCircular will discuss compliance requirements including regulatory, legal, environmental, operational, and contractual. Client will provide current and historical documentation supporting governance and compliance. ProCircular will review documentation and compliance requirements for gaps and auditability and will provide recommendations for improvements based on risk and industry best practices.
- **Cybersecurity Skills Assessment** – This assessment outlines ProCircular's view of the overall capabilities of the Client's organization and its members. ProCircular will work with the Client to improve the organization's employee allocation.
- **3rd Party & Vendor Risk Management** – During the 3rd Party & Vendor Risk Management (VRM) phase, the Client will provide ProCircular with current processes for managing vendors and 3rd parties, in addition to a list of all vendors and their contact information. ProCircular will provide recommendations for improvements for managing vendors or 3rd parties based on industry best practices.
- **Backup Configuration and Preparedness** – Backup procedures and business continuity are important parts of an organization's risk mitigation strategy. ProCircular will request information on the Client's existing backup strategy and processes and review them for effectiveness. ProCircular will evaluate those processes for compliance with the organizational and backup strategies and provide guidance on the maturity level of the overall program.
- **Cloud Guidance and Strategy** – Cloud strategy fits into the overall strategic plan. ProCircular will review the Client's cloud strategy and work with the Client to find potential solutions that organization can put into place.

4. Scope of Work: Red Team Penetration Test

ProCircular may utilize any of the following types of testing during this engagement:

- **Black box testing** – ProCircular assumes the role of a hacker and must assemble all information for the test
- **Gray box testing** – ProCircular has only a partial knowledge of the systems in scope
- **White box testing** – ProCircular has full knowledge and access to the systems in scope

5. Third-Party Activities

If at any time during the engagement ProCircular finds evidence of malicious third-party activities inside the Client's environment, ProCircular will, after communicating with the Client, temporarily or permanently disengage from ongoing efforts until the malicious third-party activities are deemed to have ended.

6. Out of Scope or Excluded Services

- Any application, network device, server, service or process that is not specifically stated in this SOW or the initial scoping phase of the engagement
- Any system operated by a third-party but integrated with the Client's computer system (example: a hosted payroll management system operated by Paychex that is integrated into Client's ERP package would be out of scope)
- Any additions that result from a change of the facts or circumstances as presented to ProCircular when providing the cost quote for this SOW
 - Any such change of facts or circumstances will follow the Change Order provisions provided in the Agreement

7. Deliverables:

Red Team Penetration Test:

- **Vulnerability Summary and Penetration Test Report** – A document summarizing the scope, testing approach, results of the test, and any findings or recommendations that are suitable for both senior management and technical staff
- **Penetration Test Evidence** – Raw output of applicable data from the penetration test, including vulnerability scan results and any other applicable evidence
- **Penetration Test Final Report Readout and Debrief** – After the final report is delivered, a final report readout and debrief with ProCircular staff and Client stakeholders of the engagement activities, including a breakdown of the strengths and weaknesses documented in the final report, will provide the Client with an opportunity to ask clarifying questions or elaborate on specific items
- **Follow-up Testing** – Within 60-120 days after report delivery, ProCircular will re-test any portions of the system that the Client improved to ensure changes were implemented appropriately to eliminate the risk of initially identified vulnerabilities

Cybersecurity Risk Assessment:

- **Summary Report** – A document that includes an executive summary, detailed findings, and recommendations for the topics that were covered during the assessment.
- **Readout** – Report readout with ProCircular staff and client stakeholders.
- **Formal Presentation** – Upon request, ProCircular will offer a formal presentation of findings and recommendations to the Client's senior management at a mutually agreed upon time.

8. Additional Notes

Includes follow-up External and Internal Penetration testing 60-120 days following the initial report delivery.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized representatives have executed this SOW to be effective as of the date last written below.

ProCircular, Inc. ("ProCircular")

"ProCircular": _____

Client: _____

Name: Aaron R. Warner

Title: Chief Executive Officer

Name: Mrs. Perla Alarcon-Flory

Title: School Board President

Effective Date: July 27, 2021