Compliance Services Pro Services Statement of Work

*This document describes how Data Magic Computer Services ("**Data Magic**") professional services team works with customers to help manage and administer the Compliance Manager GRC platform ("**CM-GRC**") for your compliance requirements or those of your clients .*

Work Scope:

The Data Magic Compliance Services Pro team will aid with **(a)** CM-GRC setup at the applicable Sites, **(b)** the initial Compliance scan and reporting; **(c)** recurring, periodic reporting and **(d)** assessment reviews. The signed quote for Compliance Services Pro Services (the "**Order**") will set forth the particulars of the engagement, including

- ⭐ the start date of Engagement
- ⭐ the Engagement Period;
- ⭐ the Sites included in the Compliance Services Pro Services;
- ⭐ the Compliance Standards covered, and;
- ⭐ the Reporting Frequency (i.e., quarterly, semi-annually, etc.)

Additions to the number of Sites, Compliance Standards, and Reporting Frequency may be made upon written agreement of you and Data Magic, at additional, agreed-upon pricing.

Compliance Services Pro will consist of a project team to perform initial setup, scanning, and guidance on completing assessment processes in order to establish a proactive Plan of Action & Milestones (POAM). Each engagement will require an (8) eight to (12) twelve-week ramp period from date of execution of the Order, and will run for the Engagement Period. Full Installation will occur when the Installation Criteria (defined below) are met.

Services Include:

- ⭐ Certified Project team with subject matter expertise in project management, compliance, and CM-GRC administration.
- ⭐ Initial CM-GRC setup, including deployment of Single GRC Server Instance, Customized Branding, Standards and Controls Selections, and Control and Workbook Assessment assignments.
- ⭐ CM-Agent Deployment assistance (up to 2 hours).
- ⭐ Partnership with company's main point of contact for completion of required technical workbooks, controls assessments, and scans.
- ⭐ Delivery of Reports including: POAM Workbook, Controls Assessment, and Technical Risk Treatment Plan.
- ⭐ Custom Action Plan review with Certified subject matter expert.
- ⭐ Quarterly (or other Reporting Frequency if applicable) environmental scans with Updated Reports.
- ⭐ Quarterly (or other Reporting Frequency if applicable) Updated Action Plan review based on environmental changes and current threat landscape.

Engagement Process:

The Initial Engagement Process is summarized, below:

Week 1: Prep Call

The Engagement will begin with a kick-off call where you will be introduced to the Compliance Services Pro Team and given an overview of the Engagement Process. During this call we will review your customer profile to ensure all information required for the assessment process is documented and in the right hands. We will also discuss the technical details needed to gain access to the environment for deployment of agents and CM-GRC portal access.

Week 1-2: CM-GRC Setup and Data Collection

The next step in the engagement is to setup Compliance Manager GRC and its related data collectors. You will be partnered with one of our Certified CM-GRC administrators for the Provisioning of the Site, Branding (if required), Standards and controls selections, Deployment of GRC Server and Agents, and kicking off environmental scans.

Week 1-2: Workbook Generation and Assignments

After Data collection, our team will Generate the required Workbooks and Controls questions, then assign them to the correct Role Group Members for completion.

Week 2-7: Workbook and Control Assessment Completion

During this phase, it is your responsibility to ensure completion of the assigned Workbooks and Controls Questions. Our Project Coordination team will send weekly reminders to the assigned participants to keep the engagement on track.

Week 7-8: Report Generation

At this point during the Engagement our team will generate the following reports for hand off to our Subject Matter Expert for analysis: Plan of Action and Milestones, Standard Requirements Assessment Report, Controls Assessment Report, Technical Risk Treatment Plan, and Assessors Checklist.

Week 8: SME Assessment

Our Subject Matter Expert will review all reports and develop a customized Prioritized Action Plan for you based on Customer Industry and Current Threat Landscape.

Week 8: Delivery Meeting

At the conclusion of each assessment period, we will hold a Delivery meeting where our subject matter expert will walk you
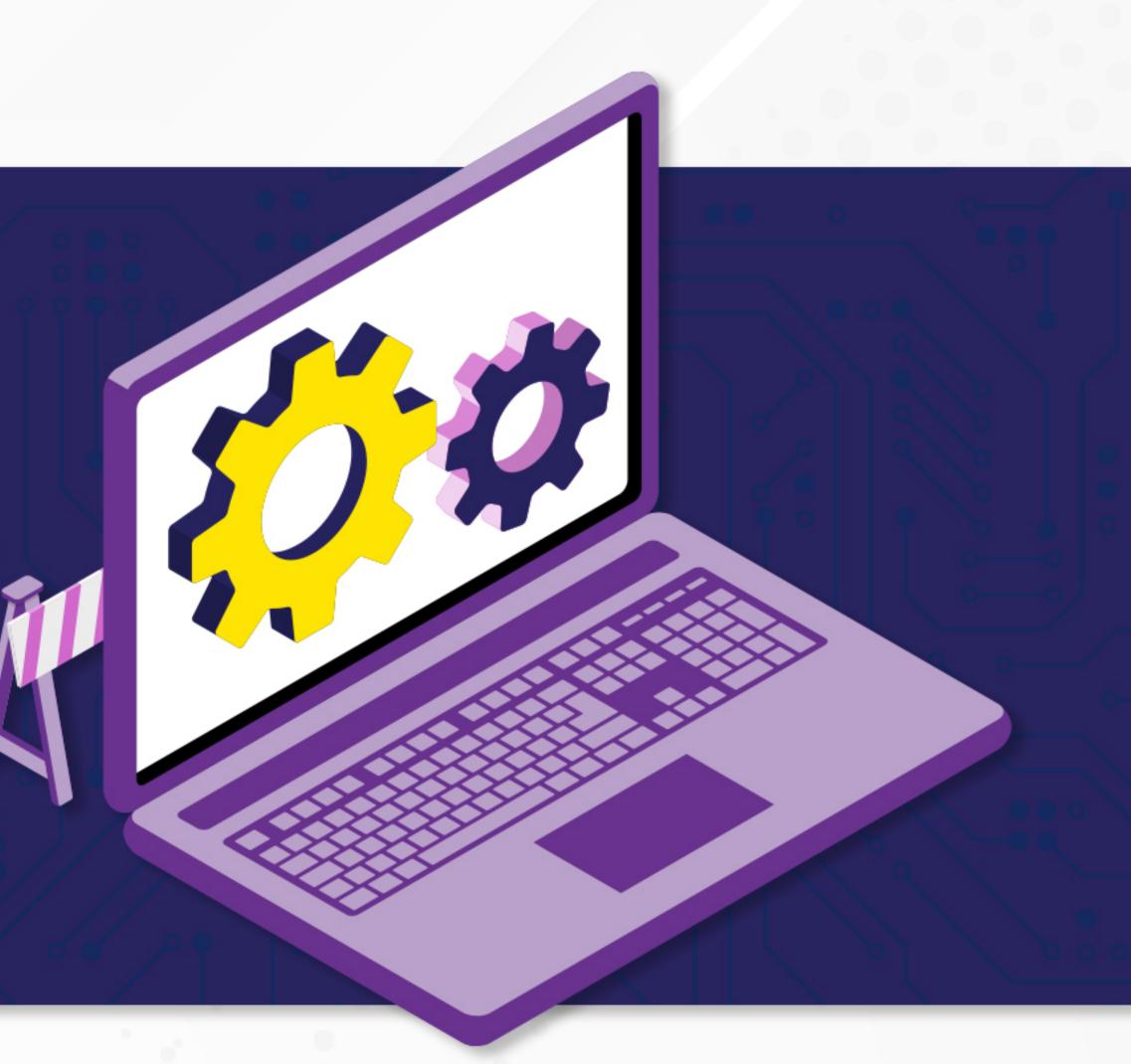
Subsequent Scans:

After the initial 8 weeks of engagement (described above), for quarterly (or other Reporting Frequency, if applicable) scans and Updated Reports we will rescan and reassign workbook and control questions to capture changes in the end customer environment for analysis by our subject matter expert. The process for these follow-on scanswill follow a similar cadence to the initial assessment process listed above. All previously provided reports will be updated and our subject matter expert will review and reprioritize customer action plan and walk you through the results.

Full Installation Criteria:

★ CM-GRC Portal provisioned and accessible by our team.
★ CM-GRC Server deployed and active in end customer environment.
★ CM-GRC Agents deployed to enough endpoints to provide a reasonable representation of overall state of end customer endpoints.
★ Complete and Accurate Customer Profile Document.

Pre-Requisites for Successful Engagement

★ We will require administrative access to your environment and CM-GRC portal to perform initial and ongoing scans in your environment.
★ An active and current subscription to CM-GRC
★ Minimum Server Requirements (1 server installation required per site):
★ Intel i5 processor
★ Windows 10 Pro or Windows 2016 Server and up
★ 2 GB Available RAM
★ 5 GB Disk Space
★ Network connectivity/Internet access. CM-GRC Tools, should configure the firewall rules on their networks to enable access to the following CM-GRC Tools URLs:
  ● gatekeeper.rapidfiretools.com
  ● go.rapidfiretools.com
  ● go-eu.rapidfiretools.com
  ● wcflb.rapidfiretools.com
  ● wcflb-eu.rapidfiretools.com
  ● api.ndglue.com
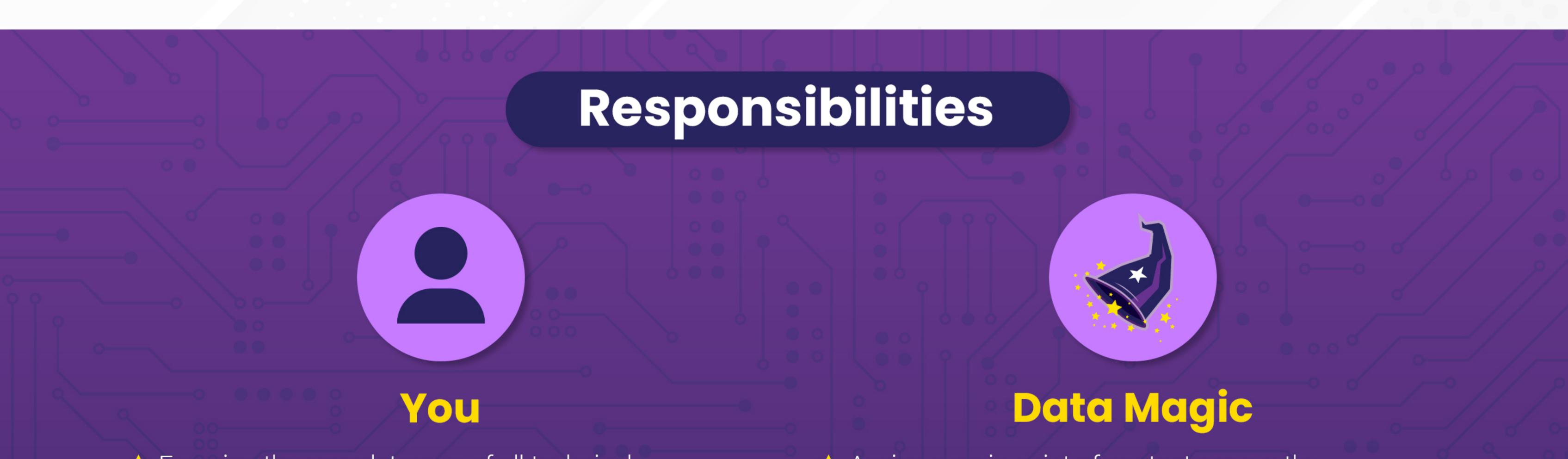 ● The CM-GRC Server and Agents require access to Port 443

Exclusions and Limitations

★ Delivery is to the customer who purchases the Compliance Services Pro Services directly; delivery and communications directly to your end-client is out of scope, but is available and priced separately.

★ Remediation of any recommended or required action is Out of Scope of the Compliance Services Pro Services and is your responsibility. For example, if CM-GRC identifies that software patching or fixing of credentials is needed for compliance, such activities are your responsibility and not part of the Compliance Services Pro Services.

★ Project-based work that is not listed in this SOW is 'out of scope' and must be scoped separately.

★ The Compliance Services Pro Services do not include filing documents with or contacting any regulatory, governmental or other types of authority.

★ Remediation of any change in your computing environment made after Full Installation that impacts CM-GRC's ability to function properly is your responsibility and Out of Scope. **Data Magic** may agree to help with such remediation on a time and materials ("T&M") basis.

★ Accurate and timely deliverables require your prompt participation and response, and potentially that of your clients. Delays in a response can cause inaccuracies in the deliverables, or even our inability to perform services or provide deliverables. **Data Magic** is not responsible for damages caused by delayed responses, and you are not entitled to refunds or credits due to delayed responses.

★ Use of CM-GRC involves scans, introduction of new software to a network and deployment of agents, all of which can impact network performance, and **Data Magic** is not responsible for any such impact.

Responsibilities

You

★ Ensuring the completeness of all technical workbooks and controls/requirements assessments in contribution to plan of action and milestones, prior to the reporting phase.

★ Providing any new environmental or regulatory changes during the review periods so that they can be included in the review cycle.

★ Ensuring the availability of services deployed after initial setup in time for Reporting Frequency reviews.

★ Providing a single point of contact to resolve issues and work with our Compliance Services Pro Team.

★ Ensuring that changes in your computing environment after Full Installation do not effect the proper functioning of CM-GRC.

Data Magic

★ Assign a main point of contact among the Compliance Services Pro Team, and provide contact information to you.

★ Respond diligently to any questions or concerns throughout the engagement.

★ Perform the Compliance Services Pro Services in a professional and workmanlike manner.

Best Practices and Risks

★ You should ensure the accuracy of the Customer Profile, since this document will cover all the required information about the end-customer environment that we will be assessing.

★ Some Assessment Questions will be assigned to representatives of the end-customer. You should meet with your end-customer after the kick-off call and periodically during the assessment to ensure they are engaged and understand their role during the process.

★ Note that if there is no response to controls questions or workbooks are incomplete at the time of report generation, the finding will default to a "no" response and this will be reflected in the delivered reports.

Terms and Conditions

Termination

⭐ Each party will have the right to terminate this SOW upon notice to the other party if the underlying CM-GRC subscription is terminated properly and pursuant to agreed upon terms, or if such other party materially breaches this SOW and fails to cure such breach within ten (10) days after receiving written notice thereof.

Additional Terms and Conditions

⭐ This SOW and provision of the Compliance Services Pro Services are governed by and subject to the **Data Magic Subscription End User License Agreement** (the "Terms"), including the limitations described therein. The Compliance Services Pro Services are "Professional Services" as defined in the Terms.

⭐ THE DISCLAIMERS AND LIMITATIONS OF WARRANTY AND LIABILITY SET FORTH IN SECTIONS 14 AND 15 OF THE TERMS APPLY EQUALLY TO THE COMPLIANCE SERVICES PRO SERVICES AND ARE INCORPORATED HEREIN BY REFERENCE. The term "Software" in those sections shall include the Compliance Services Pro Services.

⭐ We are not responsible or liable for any activity that is Out of Scope of this SOW, and/or described in the Exclusions and Limitations section of this SOW.

⭐ Our role under the Compliance Services Pro Services is advisory only. Ultimately, your organization's compliance with the Compliance Standard is your responsibility. Use of CM-GRC and/or the Compliance Services Pro Services does not guaranty compliance with the Compliance Standard. Compliance Services Pro Services do not include the provision of any legal advice. You are responsible for all management functions and decisions relating to the Compliance Services Pro Services including, without limitation, evaluation and acceptance of the adequacy of the scope of the services in addressing your needs. It is

⭐ If for any reason the Compliance Services Pro Services or the CM-GRC subscription services are not successful, your sole remedy against us and any of our suppliers will be for us to refund any amounts that you have paid for under the Compliance Services Pro Services or the CM-GRC subscription, as applicable.

DATA MAGIC COMPUTER SERVICES