

MEMORANDUM OF AGREEMENT FOR SERVICES

This MEMORANDUM OF AGREEMENT (MOA) by and between the Center for Internet Security, Inc. ("CIS"), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, and Prince William County, a municipal corporation of the Commonwealth of Virginia, ("NVERS Entity") with its principal place of business at: is hereby entered into as defined herein below. (CIS and NVERS Entity each a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, CIS offers fee-based Services (as defined herein) to state and local government and elections entities and Northern Virginia Emergency Response System (NVERS) has procured such Services to be deployed at NVERS Entity, subject to the terms and conditions set forth in a written agreement between NVERS and CIS ("Agreement"), and

WHEREAS, CIS and NVERS Entity wish to enter into this MOA to further set forth the duties and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Definitions

A. Albert Monitoring Services. Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including all hardware and software necessary for service delivery. Also referred to as "**Services**".

B. Security Operations Center (SOC) – 24 X 7 X 365 watch and warning center operated by CIS that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

II. NVERS Entity Responsibilities

The NVERS Entity hereby agrees that it will undertake the following:

A. NVERS Entity shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at NVERS Entity's expense.

B. NVERS Entity shall provide the following to CIS prior to the commencement of Services and at any time while receiving Services if the previously provided information changes:

1. Current network diagrams to facilitate analysis of security events on the

portion(s) of NVERS Entity's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;

2. Other reasonable assistance to CIS, including, but not limited to, providing all technical information related to the Services reasonably requested by CIS, to enable CIS to perform the Services for the benefit of NVERS Entity;
3. Provide public and private IP address ranges including a list of servers being monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by NVERS Entity (DarkNet space);
4. Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Services;
5. Provide a completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC).
6. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

C. During the period that NVERS Entity is receiving Services, NVERS Entity shall provide the following:

1. Written notification to CIS SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Services;
2. Written notification to CIS SOC (SOC@cisecurity.org) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Services;
3. A revised Escalation Procedure Form when there is a change in status for any POC for the NVERS Entity.
4. Sole responsibility for maintaining current maintenance and technical support contracts with NVERS Entity's hardware vendors for any device affected by Services.
5. NVERS Entity shall provide active involvement with CIS SOC to resolve any tickets requiring NVERS Entity input or action; and
6. Reasonable assistance in remotely installing and troubleshooting devices

including hardware and communications.

III. Payment for Services by NVERS on behalf of the NVERS Entity

As consideration for the Services provided to NVERS Entity, NVERS on behalf of the NVERS Entity has agreed to pay to CIS the costs for such Services as set forth in the Agreement. The Parties acknowledge that NVERS will be solely responsible for payment of the costs of all Services provided to NVERS Entity under the Agreement.

IV. Ownership of Equipment.

The Parties acknowledge and agree that the ownership of any hardware provided by CIS as part of the Services shall remain with CIS, and upon termination of the Services, the hardware will be returned to CIS.

V. Term of this MOA; Termination

A. Term. This MOA will commence on the date it is signed by the Parties (the "Effective Date"), and shall continue in full force and effect for as long as the Services are made available to NVERS Entity under the Agreement (the "Term"), unless otherwise earlier terminated pursuant to the terms of this Section V. If the Agreement between NVERS and CIS is terminated by CIS for any reason, this MOA shall terminate as of the date of such termination of the Agreement. Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term.

B. Termination. Either Party may terminate this MOA during the Term by providing written notice to the other Party at least ninety (90) days prior to termination.

VI. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

VII. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against CIS or NVERS Entity.

VIII. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

IX. Confidential Information & Information Sharing

CIS acknowledges that certain confidential or proprietary information may either be provided by the NVERS Entity to CIS or generated in the performance of the Albert Monitoring Services, including without limitation: information regarding the infrastructure and security of the NVERS Entity's information systems; assessments and plans that relate specifically and uniquely to the vulnerability of the NVERS Entity's information systems; the results of tests of the security of the NVERS Entity's information systems insofar as those results may reveal specific vulnerabilities; or information otherwise marked as confidential by the NVERS Entity ("Confidential Information"). CIS agrees to hold all NVERS Entity's Confidential Information in confidence to the same extent and the same manner as it protects its own confidential information, but in no event will less than reasonable care be provided and a NVERS Entity's information will not be released in any identifiable form without the express written permission of such NVERS Entity or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the NVERS Entity shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees and CIS's federal partners provided that they agree to protect the Confidential Information to the same extent as required under this Agreement. CIS agrees to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section IX. The obligations of the Parties pursuant to this paragraph shall survive the termination of this Agreement. Nothing in this Agreement shall prohibit CIS from using aggregated data of its customers in any format for any purpose, provided that such data cannot be identified to or associated with a NVERS Entity.

X. Notices

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

CIS

Name: CIS Services
Address: Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134
Phone: (518) 880-0766
E-Mail: CIS_Services@cisecurity.org

NVERS Entity

Name:
Title:
Address:
Phone:
E-Mail:

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XI. Non-Waiver

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

XII. Entire Agreement; Amendments

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This MOA may only be amended as agreed to in writing by all Parties.

XIII. Partial Invalidity

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

**CENTER FOR INTERNET
SECURITY, INC.**

DocuSigned by:
By: Steve Gold
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Name: Steve Gold

Title: VP, Cybersecurity Solutions

Date: 9/14/2020

PRINCE WILLIAM COUNTY

By: _____

Name: Kim Maurer

Title: _____

Date: _____