# SCOPE OF WORK

## External Penetration Test

Oct 02, 2026





ACCELERATING DIGITAL TRANSFORMATION

U.S. HEADQUARTERS
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PORT WASHINGTON, NY
11050

AGILANT
SOLUTIONS INC

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# 1 DOCUMENT CONTROL

### APPROVAL

The signatures below certify that this document has been reviewed and accepted and demonstrates that the signatories are aware of all the requirements contained herein and are committed to ensuring their provision.

| | Name | Position |
|---|---|---|
| Prepared by | Steven Forti | Chief Information Security Officer |
| Reviewed by | Harry Taluja | Chief Technology Officer |
| Reviewed by | | |
| Reviewed by | Sonny Bindra | SVP, General Counsel |
| Reviewed by | Katie Riley | Director, Business Development & Marketing |
| Reviewed by | | Senior Enterprise Account Executive |

### AMENDMENT RECORD

This document is reviewed to ensure its continuing relevance to the systems and process that it describes. A record of contextual additions or omissions is given below:

| Page No. | Context | Revision | Date |
|---|---|---|---|
| | | | |
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### COMPANY PROPRIETARY INFORMATION

The electronic version of this document is the latest revision. It is the responsibility of the individual to ensure that any paper material is the current revision. The printed version of this document is uncontrolled, except when provided with a document reference number and revision in the field below:

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# 2 SUMMARY

Agilant Solutions, Inc. (Agilant), is pleased to present this proposal to conduct an external security penetration test on behalf of . This examination is intended to give IT staff a complete, 360-degree view of their exposure points and related mitigating actions in all areas of their computing environment as it exists in their cloud environment AND on prem presence.

# 3 OVERVIEW

Based on our discussions with technical staff, the environment consists of 0 publicly accessible hosts. The purpose of this examination will be to fully test each host for configuration and software level vulnerabilities and to gauge the effectiveness of any perimeter devices protecting these hosts.

After all testing is conducted using our proprietary tools and methodologies a detailed report shall be furnished to in conjunction with a close out call to outline the findings and recommended next steps

# 4 SERVICES

Based on the requirements as understood by Agilant, our proprietary assessment-based methodology will be adapted to cover several key focus areas, included below.

1. Full vulnerability & penetration Testing services of up to 0 hosts which are accessible to the public.
2. Deep dive vulnerability testing into accessible hosts using automated tools both commercial and open source, proprietary scripts and manual techniques.
3. Test public email listeners for security system bypass vulnerabilities.
4. Test host accessibility from proxies, Tor networks and geographic locations outside the US
5. Provide A detailed finding report which shall include the observable finding, severity rating, impact rating, ricks analysis, scoring and recommended actions to remediate the discovered threat.
6. Executive summary of detailed report provided upon request at no extra charge
7. Retesting of all critical findings within 15days of the close out call at no additional cost.

# 5 PERSONNEL & SKILLS

The number of personnel to be provided and corresponding skills:

- One (1) senior level CISSP / CEH / CISM / CRISC Penetration Testing Specialist to oversee the engagement
- One (1) senior level security practitioner

# 6 ASSUMPTIONS

The project time frame and associated fees quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. will provide a technical point of contact for the duration of this project.

2. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside of the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of his experience and expertise.

3. will provide the necessary network access/authorization to provide the above services. Further, will obtain proper approval from any third-party vendors which shall be scanned as part of this engagement. Agilant shall assume that authorization provided by to scan outsourced system has been cleared with the appropriate parties at any third-party facility, network, or provider.

4. agrees to whitelist source IP addresses provided by Agilant in any WAFS, IPS, Firewalls and other devices so that the types of attacks which would normally take months to accomplish can be condensed into the short timeframe allocated to the test.

5. Denial of Service Attacks are not part of this Statement of Work unless explicitly requested by the client in writing.

6. acknowledges that during vulnerability scanning or penetration testing that some systems may become un-responsive and may require a reboot in order for normal functionality to resume. Agilant will attempt to schedule and notify all parties of any test on penetration that may cause this behavior prior to conducting that scan or test. will provide contact information for someone that will be able to reboot the equipment as needed during the process of the scans.

7. Agilant will execute all tests according to the best practice in the industry and all measures will be taken to avoid damaging the network, the systems, and the data contained within such network and systems. However, if downtime or loss caused by the Agilant testing were not due to any negligence, were unforeseeable or unavoidable, Agilant will not be held responsible for damages or any consequences.

# 7 DELIVERABLE SCHEDULE

The final assessment report will be sent electronically in a written format via an encrypted file to  within 30 days following the completion of the services as noted above.

As part of our ongoing commitment to protecting our customers, should Agilant consultants find any such vulnerability considered to be a clear and present danger to , we will notify the appropriate contact as soon as possible and make immediate recommendations to ensure a discovered vulnerability does not lead to exposure.

Upon providing the final report to , Agilant will engage in a close out call to verbally discuss the report with stakeholders and or management.

# 8 PRICING

Agilant's estimate is provided below.

| Service | Scope | Rate | Frequency | Estimated Total |
|---|---|---|---|---|
| All services listed under section 4 | See Section 4 | | One-time engagement | $0.00 |
| | | | **Estimated Investment** | |

- All services for the Security resources shall be provided during Agilant standard business hours of 9:00 AM to 5:00 PM, EST, Monday through Friday, excluding Agilant holidays. All work is to be performed remotely unless otherwise necessitated by a business need.
- All services will be performed by our highly skilled penetration testers via a remotely accessible proprietary system we will provide in advance of the engagement kickoff.
- Changes to the project scope, SOW, tasks, and materials are to be assessed via a Project Change Request facilitate by either party and may impact these deliverables and related estimates of cost. These changes may occur at any stage of the project.

## 8.1 Engagement Resources

The following are contacts at  that will work with Agilant on your project:

| Name | Title | Phone | Email |
|---|---|---|---|
| | | | |
| | | | |

# 9 PROJECT CHANGE CONTROL PROCEDURE

Agilant has made every attempt to estimate the time required to complete the project successfully accurately. acknowledges and agrees that if impediments, complications, or requested changes in scope arise, these factors are out of the control of Agilant, and the length of the project and associated price could be impacted.

Examples of valid impediments, complications, and changes in scope consist of (but are not limited to):

- initiated delay where Agilant is not prepared to begin work on the agreed upon start date thus resulting in additional cost to Agilant for resources that have been sent to site but cannot begin the Services.
- provided information necessary for timely delivery by Agilant is not accurate.
- Delays or problems associated with third party telecommunication equipment. (This includes, but is not limited to, cabling, servers, routers, hubs and switches managed or installed by third parties.)
- Inability to access equipment or personnel that are required to complete the project.
- increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs.

If any change(s) from impediments, complications, or changes in the scope of services cause an increase or decrease in the price or level of effort of the Statement of Work, or the time required for the performance of any part of the work to be accomplished hereunder, whether or not such work is specifically identified in the written change, then the price, delivery schedules and other affected provision(s), if any, as applicable, shall be equitably adjusted and this Statement of Work shall be modified in writing by the mutual agreement of the parties in accordance with this Section.

The following process will be followed if a change to this SOW is required:

- Changes occur to every project and to varying extent due to findings or evolved technical requirements. Either Agilant and/or may request reasonable changes that benefit the objectives.
- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the modification, and the effect it will have on the project.
- The designated Agilant Senior Project Manager will review the proposed change and determine whether to submit the request to the other party.
- Agilant and will review and assess the proposed change and approve or reject it. Managers will sign the PCR, which will constte approval for the assessed impact be it deliverables, material and cost changes. Agilant may not proceed without and agreement and approved PCR.
- The Project Management system will be updated by Agilant to reflect changes to the project plan.

## 9.1 Sample Change Request/Change Control Form

| | | | |
|---|---|---|---|
| | | | |
| Requestor | | Date | |
| Nature of Change Requests and Rationale | | | |
| Investigation Charges | | | |
| Authorized Client Signature | | Date | |
| Agilant Signature | | Date | |
| Investigation results and impact to project | | | |
| Project Price Modification | | | |
| Accept/Reject Change | □ Accept | □ Reject | |
| Authorized Client Signature | | Date | |
| Agilant Signature | | Date | |

# 10 STATEMENTS

***Data Integrity Note***

is solely responsible for their application and data integrity both on the server and workstation level, Agilant cannot be held liable for loss or corruption of such data. It is Agilant's recommendation that a full backup and a test restore are performed before any work commences.

***Non-Solicitation Agreement***

During the term of Agreement with Agilant, and for one year thereafter, without Agilant's prior written consent, nor any of its affiliates shall, directly or indirectly, solicit for employment, offer employment to, or engage as a consultant any individual who is then employed, or any individual who was employed within the preceding six (6) months, by Agilant or any of its affiliates and who was in any way related to Agilant's provision of services pursuant to this Agreement, unless and until pays to Agilant, as liquidated damages and not as a penalty, an amount equal to the aggregate salary and wages (including bonus) paid by Agilant or any of its affiliates to such employee during the six (6) months prior to the date such employee is employed or engaged by ; provided, however, that if the employee in question is, at the time he or she first discusses such employment or engagement with or at the time of such employment or engagement with , subject to or bound by any written employment agreement or non-competition covenant with Agilant, this paragraph shall not authorize to employ or engage such employee in violation of such employment agreement or non-competition covenant or limit liability for damages in the event employs or engages such employee in violation thereof.

# 11 TERMS & CONDITIONS

These Terms and Conditions together with the Statement of Work ("SOW") between the Customer and Agilant consttes the agreement (this "Agreement") between the parties:

1. Term & Termination. The term of this Agreement is set forth in the SOW. Either party may terminate this Agreement on fourteen (14) days' written notice to the other party of a material breach that remains uncured after notice thereof. Either party may terminate this Agreement for convenience on sixty (60) days' written notice to the other party. The Customer shall be liable to make payment for all services provided by Agilant through the date of termination.

2. Expenses. Any expenses incurred by Agilant will be reimbursed by the Customer. Agilant will submit receipts and any other back-up documentation reasonably requested by the Customer ("Expense Documentation").

3. Payment Terms. The Customer will pay Agilant's invoices within thirty (30) days of receipt.

4. Confidentiality. During the term of this Agreement, Agilant may receive confidential information of the Customer including the Customer's products or business plans. Agilant may also receive additional confidential information that is generated during the course of, or as a result of, performing the SOW. All such information will be deemed to be "Confidential Information." Agilant will keep all Confidential Information in confidence, and will not disclose the Confidential Information to anyone other than Agilant's employees and independent contractors who have a need to know such Confidential Information in furtherance of the purposes of this Agreement and are bound in writing to obligations of confidentiality and non-use no less stringent than those set forth herein.

5. Liability Insurance. Agilant will procure and maintain during the term of this Agreement insurance coverage evidenced by a certificate of insurance naming the Customer as additional insured, written by insurance companies authorized to do business in the applicable jurisdiction(s) with a minimum financial rating of at least an "A-" or higher by the latest edition of A.M. Best or its equivalent, the policies for which will be primary and non-contributory.

6. Notices. All notices provided for by this Agreement shall be sent either by hand, by overnight courier or by certified mail, return receipt requested to the address of the respective party stated in the SOW.

7. Assignment. Each party hereto may not assign its obligations or subcontract any part under this Agreement without the other party's written consent.

8. Governing Law; Jurisdiction; Venue. This Agreement will in all respects be governed by the laws of the State of New York. The parties further specifically agree that any action or proceeding arising out of or in connection with this Agreement will be venued in a federal or state court located in the State of New York, County of New York. Each party hereto irrevocably consents to the personal jurisdiction of the courts in the State of New York. The obligations and restrictions set forth in this paragraph will survive the termination or expiration of this Agreement.

9. No Hire Provision. Unless Agilant and the Customer agree in writing, the Customer agrees not to hire or otherwise engage the services of any of Agilant's employees or consultants for any services outside this Agreement or the SOW during the term of this Agreement as well as for a term of twelve (12) months after termination of this Agreement. If the Customer chooses to hire an employee or engage a consultant of Agilant in violation of this no hire provision, the Customer agrees to pay as liquidated damages, but not as a penalty, for the loss of such employee or consultant, an amount equal to fifty (50%) percent of the annual salary to be paid by the Customer to the newly hired employee. The obligations and restrictions set forth in this paragraph will survive the termination or expiration of this Agreement.

10. Entire Agreement. These Terms and Conditions, together with the SOW consttes the entire agreement between the parties with respect to the subject matter contained herein. This Agreement supersedes all prior understandings and agreements between the parties and the terms of any other instrument executed by the parties or issued by the Customer or Agilant with respect to the subject matter contained herein. This Agreement may not be modified, amended or waived, whether in whole or in part, except by a writing signed by authorized representatives of both parties. In the event of a conflict between the terms of these Terms and Conditions and any SOW, these Terms and Conditions will take precedence and control over any such documents.

11. Indemnification. The parties will indemnify, defend and hold harmless each other, their respective officers, directors, employees, representatives and contractors (collectively, "Indemnified Parties") from and against any claim, liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon any of the Indemnified Parties to the extent arising from (a) the willful misconduct or negligent act or omission of the other party or (b) a breach by a party of this Agreement. The obligations and restrictions set forth in this paragraph will survive the termination or expiration of this Agreement.

12. Limitation of Liability. IN NO EVENT SHALL THE PARTIES HERETO BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT AND WHERE APPLICABLE, ANY SOW, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IN THE EVENT THAT THE PARTIES HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES OR SALES, LOST BUSINESS OPPORTUNITY, LOSS OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTTE SERVICES, OR INTERRUPTION OF USE OR SERVICES.

13. Waiver. No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances will be deemed to be or construed as a further or continuing wavier of any such term, provision or condition, or of any other term, provision or condition of this Agreement.

14. Force Majeure. Neither party will be liable for any delay or failure to perform as required by this Agreement to the extent that such delay or failure to perform is caused by circumstances reasonably beyond either party's control, including, without limitation, labor disputes, accidents, any law, order or requirement of any governmental agency or authority, civil disorders or commotions, acts of aggression or terrorism, pandemic, fire or other casualty, strikes, acts of God, explosions, or material shortages.

Performance time will be considered extended for a period of time equivalent to the time lost because of any such delay or failure to perform.

# 12 ACCEPTANCE

Please sign this page in the space below if you approve of this proposal and return one copy to Agilant so we may commence on this project.

All of us at Agilant look forward to collaborating with  this project.

| Accepted by: Agilant Solutions, Inc. |
| --- |
| By: |
| Name: Harry Taluja |
| Title: CTO |
| Date: |

| Accepted by: |
| --- |
| By: |
| Name: |
| Title: |
| Date: |