

WorkNet Pinellas Inc. (CareerSource)

Prepared For:

Steven Meier Chief Executive Officer Prepared By:

Chris Emery
Senior Solution Advisor



May 3, 2023

Dear Steven:

Abacode is pleased to provide WorkNet Pinellas Inc. (CareerSource) with this proposal for managed cybersecurity & compliance services. Our partnership will provide services to plan, implement, manage, and report on a unified cybersecurity & compliance program.

- Abacode will serve as your trusted cybersecurity and compliance advisors: An
 organization would need full-time security personnel with the background, knowledge, and
 training to implement and maintain security controls defending against constant attacks. Most
 organizations now are also required to undergo annual third party and customer compliance
 audits to satisfy customer requirements and differentiate services from competitors. Abacode
 provides customers with full 24/7 security and compliance program implementation, strategy,
 and support at a fraction of the cost of hiring in house.
- Abacode will provide governance and separation of duties: An organization's IT staff,
 third-party managed IT, and cloud service providers are responsible for configuring the
 enterprise IT Infrastructure. A separate entity should be responsible for auditing and
 monitoring the enterprise security to avoid conflict of interest and ensure separation of
 duties consistent with governance best practice.
- **Abacode will provide complete visibility:** into your enterprise and being able to correlate security-relevant events and raise alerts for appropriate incident response is critical to network security. Abacode offers the Cyber Lorica™ solution as a monthly subscription-based program that includes configuration and maintenance of a Security Information and Event Management (SIEM) solution that best suits your specific needs, as well as 24/7 monitoring services from our Security Operations Centers (SOCs) staffed by all US citizens.

We look forward to working with you.

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OUR TEAM

Executive Leadership - Our executives' backgrounds and experience range from Big 4 accounting firms, global cybersecurity consulting, military leadership, and extensive technical / business leadership expertise.

GRC - Our Governance, Risk, and Compliance readiness experts consist of former executives from Healthcare, Government & Military, Financial Services, Industrial Manufacturing, Auditing & Compliance, and Technology verticals.

Professional Services - Our delivery team is second to none in performing comprehensive policy proceedure development, vulnerability assessments, penetration testing, employee awareness training, IR planning and world-class reporting / dashboards.

MDR - Our 24x7 Security Operations Center (SOC) is staffed with expert analysts trained to detect, respond and remediate threats utilizing all major SIEM | XDR | SOAR | MDR | EDR solutions.



Scope

The Tables below outline each Service, Activities, Frequency, Deliverables, & Scope.

Services / Solution	Frequency	Deliverables	Scope
Activities • vSOC / XDR Service • 24/7/365 cybersecurity monitoring of the Security Information and Event Management (SIEM) / XDR solution from Abacode's Security Operations Centers (SOC) • SOC 1: Tampa, FL SOC 2: Las Vegas, NV • 24/7/365 eyes-on-glass operational • All US Citizens • Tiered escalations and triaging of events • Incident escalations following escalation procedures	Monthly	Client Service Manual Includes the Cyber Lorica Incident Response / Escalation Plan Monitored Asset List Baseline Report Standard Weekly SOC Activity Report which includes a list of: Alarm Summaries (e.g., Intent, Strategy, Method) Alarm Priority Levels Attack Sources Attack Destinations/Targets Documented remediation steps to mitigate escalated alarms Email and phone escalations of incidents with recommendations for remediation Proactive threatfeeds to reduce the risk of compromise due to global zeroday events	Up to 500GB of monthly log ingestion. Note: Additions/custom zation to the Standard Weekly SOC Activity Report, including frequency of reporting or reported information (such as compliance reporting), will result in additional costs to be quoted separately in a change order



General Assumptions

- Management Commitment Our experience shows that successful projects require strong management commitment. Executive sponsorship of this project is essential. It is proven that projects with strong executive involvement go more smoothly, produce expected budget results, and have strong client satisfaction.
- 2. **Key Contacts** Client will provide a single point of contact for project coordination with Abacode. Client will also provide a list of key resources for areas affected by the project to the Abacode Project Manager prior to the project kick-off, including Name, Title, Responsibility, Phone, and E-mail wherever possible. IT operations staff will be available for interview.
- 3. **Permission** Client gives Abacode permission to perform services on its systems and on any third party hosted servers. Client will contact and verify complete cooperation of any external hosting agencies.
- 4. **Facility Access** Client will ensure access to all facilities as necessary and to all documentation in a timely and reasonable manner.
- 5. **Availability** Client understands that Abacode relies on immediate clarification and resolution regarding the integrity of data/information supplied to Abacode. Client will make necessary resources available to answer questions and provide additional detail as necessary.
- 6. **Project Start Date** Upon delivery of an executed contract, we will work with you to determine a project start date that both meets your business objectives and allows us to staff the project effectively.
- Scheduling Project work will be performed during normal business hours. In the event that Client requires Abacode to perform work after hours, additional charges will apply.
- 8. **Scope** Client will provide application files, documentation, IP addresses, domain names, etc., included in project scope. The scope of the program does not include environments or work beyond what is explicitly described in the above section. Increase in scope or level of effort to the above section must be captured in a change order which may be subject to increased fee.



Methodology

Abacode's general methodology is based on guidance found in Standards for Attestation Engagements 16, the National Institute of Standards and Technology (NIST) 800-53 rev 4, and ISO 27001/2013. Abacode's risk identification and management process implementation methodology is based on guidance from NIST 800-53 and ISO 27005/2011. Penetration testing and vulnerability assessments are based on frameworks such as the MITRE CVE (Common Vulnerability Exposures), CWE (Common Weakness Enumeration), "Penetration Testing Execution Standard" (pentest-standard.org), and OWASP guidelines.

Travel and Per Diem Expenses

If required for this SOW, Abacode will be reimbursed for approved travel costs and out-oftown costs incurred as follows:

- Actual costs of travel including airfare (or mileage reimbursement for auto travel), airport parking, lodging, and other expenses directly related to accomplishing business travel objectives.
- Actual meal and incidental expenses (M&IE) while out-of-town.
- Lodging and M&IE will be reimbursed in accordance with the rates and limits established on the site: http://www.gsa.gov/perdiem as of day of signature.

All travel expenses, including meals, will be recorded as a separate line item for each expense receipt. Expense reports will be accompanied by receipts for all individual expenses of \$25.00 dollars or more. Travel time for Abacode personnel will be billed at half-time. That is, for each two hours incurred, we would charge the hourly cost per person per labor grade. This is portal to portal.



Terms & Conditions

This proposal is valid for 30 days from May 3, 2023. If this Order Form is executed and/or returned to Abacode, Inc. by the Client 30 days after Publish Date, Abacode Inc. may adjust these terms. Following activation, any adjustments to these terms must be confirmed by the Client. Prices provided as part of this proposal do not include any taxes that may apply. Any such taxes are the responsibility of the Client. Payment terms are Net 30. Abacode's invoicing method is via email.

Abacode, Inc. may reject this Proposal if: (1) changes have been made to this Proposal (other than completion of the signature block) or (2) the requested signature is incomplete or does not match our records or the rest of this Proposal. By signing this form, you represent that you have the authority to bind such entity and its affiliates to the terms and conditions on this Order Form.

Timing is estimated elapsed time for Abacode effort to complete the activities and deliverables described. Our professional fees associated with the effort would be dependent on the scope of the work to be performed, cooperation of Client and vendor resources, and the extent and quality of existing process documentation.

Abacode will not begin to provide the Services as described until Client has returned the signed statement of work.

Client will designate one or more employees to serve as a primary Point of Contact (PoC) for the Abacode project team. Client PoC will have authority to schedule customer resources for required meetings, interviews, and other needs deemed necessary to complete the project work within the specified project parameters.

Client will provide adequate access to information, applications, and systems necessary to the success of this project.

Abacode will not perform any additional work outside of the scope of work described in this proposal without the expressed permission of Client authorized personnel, including a signed statement of work change order.



Acceptance

To confirm acceptance of the terms of the proposal, we ask for your signature below. The Statement of Work described in this proposal will be governed by the terms and conditions in the Master Service Agreement to be executed by the Client and Abacode.

Please select desired program:

Option 1 (1-Year Program)

Pricing Table 1-Year Program		
Summary	- Quarterly Investment -	
Cyber Lorica™ 24/7 Solution Renewal	\$11,644	

□ Option 2 (3-Year Program)

Pricing Table 3-Year Program		
Summary	- Quarterly Investment -	
Cyber Lorica™ 24/7 Solution Renewal	\$11,220	

Invoice Schedule

- Invoiced quarterly.
- Subscriptions shall renew for the same term length as above from the expiration date of the SOW unless written notice is received by Abacode no later than 60 days before the expiration date. Quoted fees from the original SOW cannot increase by more than 10% for each year of the SOW unless the scope of work within the SOW materially changes.
- Early cancellation of subscription will result in penalty fees



WorkNet Pinellas Inc. (CareerSource)

STEVEN MEIER

Signature:

CEO

Signature:

Shane Wiseman Printed Name:

Title:

Dated:

EVP & CFO May 4, 2023 | 1:51 PM EDT

Abacode, Inc.

DocuSigned by: Shane Wiseman

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Billing Contact

Printed Name:

INVOICE CAREERSOURCE PINELLAS LOM Email:

Project Onboard

Title:

Dated:

Contact Email: PASHERSECURANCE CONSULTING, COM

Is a Purchase Order required for this SOW?

- Yes: □
- No: ☑