**STATEMENT OF WORK**

THIS STATEMENT OF WORK ("Terms") governs the provision of Incident Response Services by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“DEALER”), to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”). Please read these Terms and Conditions carefully. This Statement of Work supplements the Technology Division Terms and Conditions. Except as modified herein, the DEALER Technology Division Terms and Conditions remain unchanged and in full force and effect. Client has experienced a security incident requiring an immediate response by highly qualified technicians with 24/7 attention until resolved.

In consideration of Client’s payment of the Fee set forth herein, DEALER will provide the services contracted in a workmanlike and professional manner.  Fifty (50%) percent of the estimated project fee is due and payable upon execution of this Agreement. DEALER shall; a) take reasonable steps to retrieve, replicate, reconstruct, provide access to, convert, recover, return any recovered data; b) restore system operation, and c) carry out such other services set forth herein. Fees for these services include, but are not limited to a) Project Management Fee; b) Emergency Hourly Technician Fees; and c) Out-of-Pocket expenses including but not limited to meals, transportation, lodging, replacement parts, equipment, and software. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

Services may include on site and/or remote recovery operations. Client agrees to provide DEALER remote access to the equipment and system on the DEALER encrypted link provided. When work is performed at Client’s premises, Client shall provide a work environment which is clean, safe and conducive to the conduct of business. Client will fully cooperate with DEALER by providing all necessary personnel and assistance requested.

 DEALER agrees to maintain all Client information as Confidential and provide access to only those who have a need to know in order to provide Services. All Client information is the sole property of Client. Data recovery is not guaranteed and dependent upon the facts involved.

Except for damages or injuries caused by DEALER’s sole negligence or willful misconduct, Clientwill indemnify, hold harmless and defend DEALER, its affiliated companies, and their respective officers, directors, agents, and employees (“Indemnified Parties”) from and against any and all liabilities, losses, suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including but not limited to attorney's fees and expenses arising out of or relating to this Agreement or the performance of DEALER. Client will also indemnify, hold harmless and defend Indemnified Parties from any claim that DEALER has infringed the intellectual property rights of any person or entity in the course of performing Services under this Agreement, except where software provided by DEALER is the cause of such claim.

**THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER, AND YOU ARE NOT RELYING ON ANY DESCRIPTIONS, STATEMENTS, SPECIFICATIONS, OR ILLUSTRATIONS REPRESENTING THE SERVICES. DEALER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE PROVIDED ERROR FREE, SECURELY, TIMELY, AND UNINTERRUPTED. WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.**

Senior Project Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hourly Rate: \_\_\_\_\_\_\_\_\_\_\_

Technician(s) Hourly Rate: \_\_\_\_\_\_\_\_\_

Estimated Project Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_

Scope of Services:

IN WITNESS WHEREOF, the Parties have executed this Statement of Work on \_\_\_\_ day

Of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_’

**DEALER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_