



Statement of Work Internal Penetration Test

For

Customer Name

Issue Date:

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1. Executive Summary

Spohn Consulting, Inc. takes a vendor-neutral approach to developing solutions that meet customer business requirements for scalability, reliability, performance, security, timeline and budget with an emphasis on delivering maximum results and return on investment.

Spohn Consulting, Inc. shall provide an Internal Penetration Test service to Customer. This service is an evaluation of the network security from a “hacker’s” perspective. Spohn Consulting, Inc. will visit the Customer site, obtain access to the network and attempt to gain further access and elevated privileges by exploiting any vulnerabilities found.

The objective of the assessment is to provide feedback to the Customer with respect to its ability to preserve the Confidentiality, Integrity and Availability of the information maintained by and used by its origination. Spohn Consulting, Inc. will test the use of security controls used to secure sensitive data.

2. Services Overview

This project shall include 1 consultant(s) for a time period of 2 days onsite at a single Customer location to provide internal penetration test services. Spohn will provide tools, knowledge and expertise to execute an internal penetration test on customer designated devices. We can operate with as little or as much knowledge as desired by the customer contact.

Spohn will attempt to compromise the access controls on designates systems by employing the following methodology:

1. **Enumeration** – Once Spohn Consulting, Inc. has arrived at a target for Spohn Consulting, Inc.’s assessment, Spohn Consulting, Inc. will connect to the network via the data port provided by the Customer. Once connected, Spohn Consulting, Inc. will run a variety of information gathering tools in order to enumerate computers and devices connected to the network.
2. **Vulnerability Mapping and Penetration** – Any computers or devices found will be scanned for vulnerabilities using a wide variety of tools and techniques. The tools and techniques used will be consistent with current industry trends regarding exploitation of vulnerabilities. Spohn Consulting, Inc. will attempt to find the weakest link that can be exploited and attempt to gain further access into the network. Spohn Consulting, Inc. will attempt to penetrate the network up to and including the point at which sensitive data can be accessed.
3. **Report of penetration attempt** – Throughout the penetration test. Spohn Consulting, Inc. will document and record each step of the process. Spohn Consulting, Inc. will provide a report of the penetration test which will include data obtained from the network, and any information regarding exploitation of vulnerabilities and the attempt to gain access to sensitive data.

3. Engagement Schedule

The Internal Penetration Test will take approximately 5 Business Day(s) to complete, with a final report being provided within 1 week(s) after the work is completed. Spohn Consulting, Inc. and Customer will jointly determine the start date for the engagement within 30 days of contract signature. The deliverable is a detailed report, as described above. A Business Day is defined as Monday through Friday 8:00 A.M. to 5:00 P.M., local time, excluding Spohn Consulting, Inc. official holidays.

4. Assumptions

1. Spohn Consulting, Inc. and Customer understand that due to the nature of the assessment being performed, unintentional service disruption is feasible even with destructive probing disabled. Spohn Consulting, Inc. is not responsible for interruptions of your network services during completions of task described in this Proposal and Services described herein.
2. Agreement Enabling Expenses - Spohn Consulting, Inc. will perform the work using tools selected by Spohn Consulting, Inc. Any additional hardware, software, connectivity and training expenses required by Customer (if any) to complete delivery of Services will be provided by Customer
3. Travel Time and Expenses - Spohn Consulting, Inc. and Customer agree that the engagement meetings will be conducted using teleconference calls and all work will be executed at a Spohn Consulting, Inc. or partner facility unless other arrangements have been agreed upon. If Customer requires Spohn Consulting, Inc. or partner personnel to travel to perform work on or visit a Customer site, or attend a meeting with Customer staff, standard business expenses, (e.g., travel; food and lodging) Spohn Consulting, Inc. personnel incur in connection with provisioning services under this Proposal shall be invoiced separately
4. Spohn Consulting, Inc. and Customer understand and agree that the performance of these Services, as provided in accordance with this Proposal, may improve your security posture. These Services can neither identify nor eliminate all risks by unauthorized or authorized parties to affect your environment.

5. Pricing and Parameters

Spohn Consulting, Inc. will conduct an Internal Penetration Test service utilizing proven network consulting methodologies to analyze, understand, design, implement, optimize, and/or secure LAN and WAN networks. The scale of the service for Customer is defined by the following parameters:

Table 1: Project Parameters

Component	Number
Primary Site:	1
Servers	9

Spohn Consulting, Inc. will visit your site and conduct the assessment while on-site. We will bring all required materials and supply all labor required to gather required data to produce the report output. We will require minimal assistance to establish communications on your local network.

Due to the nature of penetration testing, we anticipate approximately 3 days will be required on-site.

Table 2: Pricing

Work Item	Price
Internal Penetration Test	
Travel Expenses	
Total	

The travel charge included in the above price is based on your distance from Austin, TX. Travel outside a 50 mile radius of _____ will result in additional travel expenses.

At the conclusion of this project, Spohn Consulting, Inc. shall give a web based presentation to Customer personnel to review the deliverables, answer questions, and provide direction for next step action items.

6. Customer Assistance Required

In order to optimize the effectiveness of Spohn team members, the customer needs to provide access to systems, services, and employees. To perform the work specified in this statement of work, Spohn will require the following from the customer:

- Access to relevant personnel
- Relevant documentation
- A primary point of contact
- Coordination of events with customer team members
- NDA or others as needed

7. Deliverables

Spohn Consulting will conduct the Internal Penetration Test as described in this Proposal. Upon completion, Spohn Consulting shall provide a report containing deliverables as indicated in Table 3 below.

Table 3: Engagement Deliverables

Event	Deliverables
Report	Electronic findings document

The report will contain documented and detailed findings as a result of performing the service and will convey Spohn Consulting's opinion of how best to remedy vulnerabilities from a vendor-neutral as possible perspective.

8. Expiration

This SOW is valid for 30 days from issue listed on the title page.

9. Payment Terms

Spohn Consulting, Inc. requires payment within thirty (30) days after receipt of invoice. All prices are exclusive of expenses, which will be billed at cost. An initial invoice of 50% of the planned total will be billed upon execution of the on-site work. The remainder will be billed at the earlier of delivery or 15 days from our first notification of being finished with your report and ready to schedule delivery.

10. Disclaimer

All services described within this statement of work are subject to terms and conditions of the Spohn Consulting Agreement and specifically, Spohn's liability is limited as described in Attachment A.

11. Execution

11.1. Execution of Statement of Work

Please sign and provide any additional information listed below and return to Spohn Consulting, Inc. along with signed related documents and information as described in section 6 within thirty (30) days from receipt in order to execute this statement of work.

Spohn Consulting, Inc.

Company Name_____
Signature_____
Signature_____
Print Name_____
Print Name_____
Date_____
Date

9442 Capital of Texas Hwy, Plaza One #200

Address

Austin, TX 78759

City, State, Zip_____
Billing Address_____
Billing City, State, Zip

(512) 685-1000

Phone

(512) 685-1800

Fax

11.2. Additional Documents Required

- Spohn Consulting Agreement signed by customer if not currently on file (See Attachment A)
- Include Authorization to SCAN if required and others as needed (See Attachment B)

11.3. Expiration of Statement of Work

This estimate deemed null and void if not received by Spohn within thirty (30) days from receipt.

Attachment A: Spohn Consulting Service Agreement

This Agreement is made effective the _____ day of _____, by and between Spohn Consulting, Inc., a Texas corporation ("Spohn") and _____

_____, a _____ corporation ("Company"). In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Services.** Spohn shall perform consulting services for the benefit of Company as set forth in the Statement(s) of Work attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict or difference between a term or provision in a Statement of Work and a term or provision in this Agreement, the terms and provisions in this Agreement shall govern and control.

2. **Compensation.** Company shall pay Spohn compensation for the Services in accordance with the Statement of Work, payable as therein provided. Failure of Company to pay any charges when due shall constitute sufficient cause for Spohn to suspend its performance of the Services or terminate this Agreement immediately upon notice to Company.

3. **Confidentiality.** Neither party will at any time during or after the termination of this Agreement directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information concerning any matter affecting or relating to the other party or the business of the other party ("Confidential Information"). Each party agrees to the foregoing without regard to whether all of the foregoing matters will be deemed confidential, material or important, it being stipulated by the parties that all information, whether written or otherwise, regarding the other party's business, including but not limited to information regarding customers, customer lists, employees, employee salaries, costs, prices, earnings, and any financial or cost accounting reports, products, services, formulae, compositions, machines, equipment, apparatus, systems, technical information, software and other intellectual property, operations, potential acquisitions, new location plans, prospective and executed contracts and other business arrangements, and sources of supply, is presumed to be important, material, and confidential information of the other party for purposes of this Agreement. Each party agrees that all such information is a trade secret owned exclusively by the other party which shall at all times be kept confidential. "Confidential Information" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by either party, its agents, representatives, or employees; or (ii) becomes available to either party on a non-confidential basis from a source other than the other party or its agents which is not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. The parties may use Confidential Information only for a purpose that is necessary to carrying out their duties under this Agreement. The parties acknowledge that remedies at law may be inadequate to protect against a breach of this provision and therefore hereby agree in advance to the granting of injunctive relief without proof of actual damages. Each party agrees to indemnify and hold the other party harmless from and against any and all claims, losses, liabilities, expenses, penalties, and assessments, including reasonable attorney's fees and court costs, resulting from its breach of the confidentiality provisions contained in this paragraph.

4. **Rights in Data and Documents.** All of the materials developed by Spohn under this Agreement shall be and remain the sole and exclusive property of Company, provided that the compensation due Spohn under this Agreement has been paid in full by Company. Spohn and its employees and agents hereby agree to assign to Company all right, title and interest in all of the documents developed by Spohn under this Agreement, and further shall execute any documents and do all things necessary (i) to effect such assignment to company, and (ii) to assist Company in securing any property rights which Company may seek. Inasmuch as Spohn has developed or acquired certain proprietary information, materials, and knowledge prior to this Agreement, none of such information, materials, and knowledge shall be or become the property of Company or be considered as confidential information, materials, and knowledge of Company. Any materials given by Company to Spohn and all documents developed for Company by Spohn pursuant to this Agreement shall remain the exclusive property of Company and shall be promptly returned upon written request or termination of this Agreement.

5. **No Warranty; Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5.1, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES OF ANY KIND UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT,

OR TITLE AND WARRANTIES AS TO THE QUALITY, SUITABILITY, ADEQUACY, ACCURACY, OR COMPLETENESS OF THE SERVICES; AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SPOHN. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL AND BARGAINED FOR PART OF THIS AGREEMENT, AND SPOHN WOULD NOT PERFORM THE SERVICES WITHOUT THIS DISCLAIMER. NO REPRESENTATIVE OF SPOHN HAS AUTHORITY TO VERBALLY MODIFY THE TERMS OF THIS DISCLAIMER.

5.1 **Warranty.** Spohn warrants that: (i) Spohn's performance of the Services called for by this Agreement does not and shall not violate any applicable law, rule, or regulation or any contracts with third parties; (ii) the materials to be prepared, produced or developed for Company do not and shall not violate any third-party rights in any patent, trademark, copyright, trade secret, or similar right; (iii) Spohn is the lawful owner or licensee of any software programs or other materials not provided by Company but used by Spohn in the performance of the Services called for in this Agreement; and (iv) Spohn has all rights necessary to convey to Company the unencumbered ownership of the materials developed by Spohn under this Agreement.

6. Limited Liability.

(a) **COMPANY ASSUMES SOLE AND TOTAL RESPONSIBILITY AND RISK FOR ANY DAMAGES OR LIABILITIES ARISING DIRECTLY OR INDIRECTLY OUT OF THE SERVICES, THIS AGREEMENT, SPOHN'S PERFORMANCE OF THIS AGREEMENT, ANY OBLIGATIONS RESULTING THEREFROM, AND COMPANY'S RELIANCE THEREON; AND COMPANY AGREES THAT ANY SUCH DAMAGES OR LIABILITIES ARE NOT THE RESPONSIBILITY OF SPOHN.**

(b) **WITHOUT LIMITING THE FOREGOING, SPOHN AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER INDIRECT LOSS OR DAMAGE OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST REVENUES, CAUSED TO THE BUSINESS OR PROPERTY OF COMPANY OR ANYONE ELSE ARISING OUT OF OR RELATED TO THE SERVICES, THIS AGREEMENT, SPOHN'S PERFORMANCE OF THIS AGREEMENT, ANY OBLIGATIONS RESULTING THEREFROM, AND COMPANY'S RELIANCE THEREON.**

THE ENTIRE, AGGREGATE, AND MAXIMUM LIABILITY, IF ANY, OF SPOHN, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR EXPENSES ARISING OUT OF OR RELATED TO THE SERVICES, THIS AGREEMENT, SPOHN'S PERFORMANCE OF THIS AGREEMENT, ANY OBLIGATION RESULTING THEREFROM, AND COMPANY'S RELIANCE THEREON, SHALL IN NO EVENT BE GREATER THAN THE AMOUNT PAID BY COMPANY TO SPOHN UNDER THIS AGREEMENT.

THIS LIMITATION OF LIABILITY IS AN ESSENTIAL AND BARGAINED FOR PART OF THIS AGREEMENT, AND SPOHN WOULD NOT PERFORM THE SERVICES WITHOUT THIS LIMITATION. NO REPRESENTATIVE OF SPOHN HAS AUTHORITY TO VERBALLY MODIFY THE TERMS OF THIS LIMITATION.

7. **Termination.** Except as otherwise provided herein, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party, with or without cause. Spohn shall be entitled to payment for all Services rendered as of the effective date of the termination. Company shall be entitled to repayment for any amounts paid for work not performed as of the effective date of termination.

8. **Independent Contractor.** It is the intent of the parties that neither Spohn nor its employees, agents, or representatives shall be considered or deemed to be employees of Company for any purpose whatsoever. In the performance of this Agreement Spohn shall at all times be and remain an Independent Contractor, with the sole right to supervise, manage, control, and direct the performance of Spohn's duties.

9. **Nonsolicitation Covenant.** During the term of this Agreement and for a period of two (2) years following its termination, Company shall not, directly or indirectly, solicit, recruit, employ, or contract with any employee or independent contractor of Spohn who performs Services under this Agreement.

10. **Consumer Transaction Disclaimer.** Company acknowledges and agrees that this is not a consumer transaction and that the Services are not being acquired for personal, family, or household purposes, and Company expressly represents and warrants to Spohn that Company uses its computer network for business or commercial purposes and not for personal, family, or household purposes.

11. **Survival.** It is agreed that certain obligations of the parties under this Agreement which by their nature would continue beyond the termination of this Agreement shall survive and continue to be binding on the

parties after and notwithstanding the termination of this Agreement. Such obligations include without limitation those contained in Paragraphs 3, 4, 5, 6, and 9 of this Agreement.

12. **Agreement Not Assignable.** This Agreement is not assignable without the written consent of both Spohn and Company, and any attempted assignment shall be null and void and of no effect.

13. **Texas Law Governs.** This Agreement shall be construed and enforceable in accordance with, and be governed by, the laws of the state of Texas, without regard to principles of conflicts of law. Company acknowledges that Spohn has a legitimate business interest in requiring that Texas law govern this Agreement.

14. **Texas Selected as Forum.** Any suit involving the parties, whether in tort, contract, or otherwise, making any claim concerning the negotiation, interpretation, administration, or enforcement of this Agreement or the relationship of the parties, including without limitation claims that the other party has breached its contract, violated a law, engaged in fraud, breached a fiduciary duty, or acted in bad faith, must be brought and maintained in state district court in Travis County, Texas. All parties waive any right to remove such suit to federal court from the Travis County district court.

15. **Waiver of Jury Trial.** THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUIT DESCRIBED IN THE FOREGOING PARAGRAPH. AT ANY PARTY'S REQUEST, THE OTHER PARTIES WILL JOIN IN ASKING THE COURT TO TRY THE CASE AND DECIDE ALL ISSUES, INCLUDING ISSUES OF FACT, WITHOUT A JURY. THIS WAIVER OF THE RIGHT TO A JURY TRIAL IS AN ESSENTIAL AND BARGAINED FOR PART OF THIS AGREEMENT, AND SPOHN WOULD NOT PERFORM THE SERVICES WITHOUT THIS WAIVER. NO REPRESENTATIVE OF SPOHN HAS AUTHORITY TO VERBALLY MODIFY THE TERMS OF THIS WAIVER.

16. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret any of the rights or obligations under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, litigation expenses, expert fees, and any other necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

17. **Notice.** Any notices to be given under this Agreement by either party to the other shall be in writing and delivered by mail, registered or certified, postage prepaid with return receipt requested, to the recipient at the address indicated below:

Spohn Consulting, Inc.	Company: _____
c/o Steve, Davies, Vice President	c/o: _____
9442 Capital of Texas Highway North	_____
Arboretum Plaza One, Suite 200	_____
Austin, Texas 78759	_____

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

18. **Force Majeure.** Spohn shall not be in breach of this Agreement by reason of any failure to comply with the terms hereof if such failure is due to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, embargoes, or any cause or condition beyond Spohn's control, whether foreseeable or not.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto and shall govern and control with respect to any Services performed by Spohn under a Statement of Work signed by Spohn and attached hereto. This Agreement may not be modified except by a written instrument signed by both of the parties.

20. **Personnel and Staffing.** To the fullest extent permitted by law (and in the absence of an express written waiver from Company obtained in advance), Spohn shall not bring upon Company's premises, or assign to Company work in any manner, any employee of Spohn whose background check revealed, or would have

revealed: (1) a felony conviction; (2) a conviction relating to any crime bearing upon the individual's fitness to have responsibility for the tasks being assigned to the individual.

21. **Compliance with Laws.** Spohn covenants and agrees to comply with all applicable federal, state and local laws and regulations relating to the performance of Services under this Agreement. By way of illustration, these laws and regulations shall include, but are not limited to all laws and regulations relating to employment, taxation, and to the health and safety of employees.

22. **Advertising Restraints.** Spohn agrees that without the written consent of Company, it will not use the name, service marks, or trademarks of Company or those of any of its affiliated companies or reveal the existence of this Agreement or its terms or conditions, including but not limited to, any advertising, publicity release, or sales presentation.

IN WITNESS WHEREOF, the undersigned execute this Agreement to be effective on the date first above written.

IN SIGNING BELOW, THE AUTHORIZED AGENT OF COMPANY EXPRESSLY ACKNOWLEDGES AND DECLARES THAT THE AGENT HAS CAREFULLY READ EACH AND EVERY PROVISION OF THIS AGREEMENT, SPECIFICALLY INCLUDING WITHOUT LIMITATION THE DISCLAIMERS, LIMITATIONS OF LIABILITY, WAIVERS, AND OTHER PROVISIONS IN PARAGRAPHS 5, 6(A), 6(B), AND 6(C) AND THAT THE AGENT HAS HAD THE OPPORTUNITY TO CONSULT WITH COMPANY'S LEGAL COUNSEL AND FULLY AND COMPLETELY UNDERSTANDS THE SUBJECT MATTER AND LEGAL EFFECT OF EACH PROVISION OF THIS AGREEMENT.

Spohn Consulting, Inc.

Company Name

Signature

Signature

Print Name

Print Name

Date

Date

Attachment B: NetAUDIT™ Authorization to Scan

Pursuant to the Consulting Services Agreement (AGREEMENT) and information security statement of work between Spohn Consulting, Inc. (SPOHN) and _____

(COMPANY), SPOHN will perform a Network Vulnerability Assessment for COMPANY at the IP Addresses:

_____ With Administrative
contact _____ Phone _____

SPOHN will provide COMPANY with a specific Vulnerability Assessment Report (REPORT), listing devices visible on the Internet along with alerts regarding potential weak points in configuration or architecture. These topics may include information on:

- Web server misconfiguration
- SMTP and POP server misconfiguration
- DNS server and BIND misconfiguration
- FTP server misconfigurations, anonymous access privileges, etc.
- NNTP server misconfigurations, anonymous access privileges, etc.
- Unprivileged Telnet access
- Transmission Control Protocol (TCP) sequence predictability
- Default password check on all services
- Finger daemon misconfiguration and DOS susceptibilities
- Identification of old or vulnerable versions of server software
- NetBios vulnerabilities
- Network File System (NFS) vulnerabilities
- CGI arbitrary command holes
- Denial-of-Service vulnerabilities
- Well-known root exploit

Any findings will be reported to a DESIGNATED COMPANY representative. A combination of commercial and publicly available tools will be combined with SPOHN proprietary tools or techniques. ALL testing will involve non-destructive techniques and tools, although some of the techniques and tools are intrusive in nature.

DISCLAIMER NOTICE

Due to the constantly changing network and systems vulnerabilities and attack techniques, SPOHN may not detect all vulnerabilities or security problems in COMPANY's system, and SPOHN cannot assure complete security or invulnerability of COMPANY's system. Accordingly, COMPANY:

(1) ASSUMES SOLE AND TOTAL RESPONSIBILITY AND RISK FOR THE REPORT, AND AGREES THAT ANY ERRORS OR INNACURACIES IN THE REPORT AND ANY DAMAGES OR INJURY CAUSED BY OR IN ANY WAY ARISING OUT OF THE REPORT ARE NOT THE RESPONSIBILITY OF SPOHN; AND

(2) AGREES THE REPORT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE AND WARRANTIES AS TO THE QUALITY, SUITABILITY, ADEQUACY, ACCURACY, OR COMPLETENESS OF THE REPORT. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SPOHN.

"As an authorized agent of COMPANY, I hereby authorize SPOHN to conduct a confidential NetAUDIT Network Vulnerability Assessment on our behalf on the terms and conditions stated herein and in the AGREEMENT."

Signature

Print Name

Date