

MEMORANDUM OF AGREEMENT FOR SERVICES

This MEMORANDUM OF AGREEMENT (MOA) by and between the Nebraska Office of the Secretary of State (“State/Agency”), located at 1445 K Street, Suite 2300 Lincoln, NE 68509, and Lancaster County, (“County”) with its principal place of business at: 555 South 10th Street, Lincoln, NE, 68508 is hereby entered into as defined herein below. (State/Agency and County each a “Party” and collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Center for Internet Security, Inc. (“CIS”), offers fee-based Services (as defined herein) to state and local government and elections entities and State/Agency has procured such Services to be deployed at County, subject to the terms and conditions set forth in a written agreement between State/Agency and CIS (“Agreement”), and

WHEREAS, State/Agency and County 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. Services. Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including software necessary for service delivery. Also referred to as “Services”.

B. Security Operation 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. County Responsibilities

The County hereby agrees that it will undertake the following:

A. County shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at County’s expense. County will also provide to State/Agency the shipping address for the hardware required to provide the Services, so that State/Agency can arrange for delivery of

the hardware.

B. County 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 County's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
- 2.** In-band access via a secure Internet channel to manage the device(s);
- 3.** Outbound access via a secure Internet channel for log transmission;
- 4.** Other reasonable assistance to CIS, including, but not limited to, providing all technical information related to the Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of County;
- 5.** Maintenance of all required hardware, virtual machines, or software necessary for the sensor located at County's site, and enabling access to such hardware, virtual machines, or software as necessary for CIS to provide the Services;
- 6.** 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 County (DarkNet space);
- 7.** 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;
- 8.** Provide a completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC).
- 9.** The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

C. During the period that County is receiving Services, County agrees to 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 Albert Monitoring Service;
- 3.** A revised Escalation Procedure Form when there is a change in status for any POC for the County.
- 4.** Sole responsibility for maintaining current maintenance and technical support contracts with County's hardware vendors for any device affected by Services.
- 5.** County shall provide active involvement with CIS SOC to resolve any tickets requiring County input or action; and
- 6.** Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.
- 7.** Upon reasonable notice from State/Agency and during normal business hours, County will provide access to its facility for State/Agency to inspect the hardware.
- 8.** Response to annual written confirmation notice from State/Agency as to the physical location of all hardware provided by State/Agency.

D. With respect to the shipping and delivery of any required hardware, County agrees to do the following:

- 1.** For any hardware shipped directly to County, upon receipt of the hardware, County shall contact State/Agency to confirm the serial number of the hardware. Upon confirmation of the serial number, State/Agency will ship an identification tag to County. County shall place the identification tag on the hardware as per the accompanying instructions, and upon placement of the identification tag, to confirm in writing to State/Agency that the tag has been placed on the hardware.
- 2.** In certain instances, State/Agency may ship hardware and software to County prior to the final execution of this MOA. Notwithstanding the foregoing, State/Agency acknowledges that commencement of Services is contingent on the execution of this

MOA by the parties.

E. Certification. County shall complete the attached Certification documenting compliance with the following:

1. That the County provides notice to its employees, contractors and other authorized internal network users (collectively, "Computer Users") that contain in sum and substance the following provisions:

a) Computer Users have no reasonable expectation of privacy regarding communications or data transiting, stored on or traveling to or from County's information system; and

b) Any communications or data transiting, stored on or traveling to or from the County's information system may be monitored, disclosed or used for any lawful government purpose; and

2. That all County Computer Users execute some form of documentation or electronic acceptance acknowledging his/her understanding and consent to the above notice. Examples of notice documentation include, but are not limited to:

a) log-on banners for computer access with an "I Agree" click through;

b) consent form signed by the Computer User acknowledging County's computer use policy; or

c) computer use agreement executed by the Computer User.

III. State/Agency Responsibilities

As consideration for the Services provided to County, State/Agency agrees to provide the following:

A. State/Agency will purchase the necessary hardware needed by County to provide the Services, and shall arrange to have the hardware shipped to the location designated by County.

B. State/Agency will pay to CIS the costs for such Services as set forth in the Agreement. The Parties acknowledge that State/Agency will be solely responsible for payment of the costs of all Services provided to County under the Agreement.

IV. 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 County under the Agreement (the “Term”), unless otherwise earlier terminated pursuant to the terms of this Section IV. If the Agreement between State/Agency 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.

V. Title

State/Agency will at all times retain title to hardware and/or software provided to County during the Term of this MOA. Upon termination or expiration of this MOA, County will contact State/Agency to arrange for return of all hardware and/or software provided under this MOA within thirty (30) days of such expiration or 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 State/Agency or County.

VIII. Assignment

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

IX. Information Sharing

As a condition to receiving the Services specified in this MOA, the County

acknowledges and agrees that CIS:

A. shall share all incident notification reports developed involving County developed as part of the Service with State/Agency during the term of this MOA; and

B. shall have the right to disclose relevant aspects of information identified as part of the Services to its officers and employees and to CIS's federal partners provided that they agree to maintain the confidentiality of the information.

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:

State/Agency

Name: Colleen Byelick

Title: Chief Deputy/General Counsel

Address: 1445 K Street, Suite 2300 Lincoln, NE 68509

Phone: 402-471-8076

E-Mail: colleen.byelick@nebraska.gov

County

Name: Jim Anderson

Title: Information Security Officer

Address: City of Lincoln – Information Services, 949 Bond St., Suite 100B – Lower Level, Lincoln, NE 68521

Phone: 402-441-7268

E-Mail: janderson@lincoln.ne.gov

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 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 Parties 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 replaces and supersedes 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:

STATE/AGENCY

COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY CERTIFICATION

On behalf of Lancaster County ("County"), I hereby certify the following:

1. County provides notice to its employees, contractors and other authorized internal network users ("collectively "Computer Users") that contain in sum and substance the following provisions:
 - Computer Users have no reasonable expectation of privacy regarding communications or data transiting, stored on or traveling to or from County's information system; and
 - Any communications or data transiting, stored on or traveling to or from the County's information system may be monitored, disclosed or used for any lawful government purpose.
2. All County Computer Users execute a form of documentation or electronic acceptance acknowledging his/her understanding and consent to the above notice.
3. I am authorized to execute this Certification on behalf of County.

Dated this ___ day of _____, 20__.

Name:
Title: