



## Services Agreement

This MASTER SERVICES AGREEMENT ("Agreement") is dated Apr 28, 2025, (the "Effective Date") and entered into by and among the following:

Party	Organization Official Name	Organization State (e.g., Delaware)	Organization Type (e.g., limited liability company)
Counsel	Constangy, Brooks, Smith & Prophete, LLP	Georgia	LLP
Client	DuPage County		
CIR	Coalition Incident Response, Inc.	Delaware	Corporation

### Recitals

WHEREAS, Client is investigating a potential network intrusion (the "Incident");

WHEREAS, Client has retained the services of Counsel to provide Client with legal counsel and guidance in connection with investigation of the Incident and in preparation for potential litigation arising out of the Incident;

WHEREAS, CIR can provide assistance with the investigation of such an Incident;

WHEREAS CIR will be retained to provide certain forensic services at the direction of Counsel for the purpose of assisting Counsel with providing legal advice to Client;

NOW, THEREFORE, for good and valuable consideration exchanged, and intending to be legally bound, the parties agree as follows:

### Agreement

#### 1. Term: Termination

The term of this Agreement shall be from the Effective Date to the date on which CIR completes its investigation of the Incident (the "Term"). As of the date of completion of CIR's investigation of the Incident, this Agreement shall terminate. The Effective Date is deemed to be the date on which CIR commenced its investigation into this Incident.

#### 2. Confidential Information

2.1. *Non-Disclosure.* Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party will secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights, and take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

2.1.1. "Confidential Information" means any personal information or nonpublic information that is confidential or proprietary to a party and is disclosed or becomes known pursuant to this agreement.

2.1.2. Except to the extent information is required to be kept private or confidential pursuant to other law, regulation, or policy, "Confidential Information" does not include information that at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any act or omission by the Recipient or any of its Representatives; at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by any contractual obligation; was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the



Disclosing Party pursuant to this Agreement; or was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

- 2.2. CIR acknowledges that its investigation will be conducted at the direction of Counsel and is intended to be protected by the attorney client privilege doctrine. CIR will not produce information related to the investigation without Counsel's consent. CIR will also promptly provide Counsel with notice of a subpoena or other compulsory process received seeking information about the Incident and will cooperate with Counsel and Client if Client decides to seek a protective order or secure judicial intervention to prevent production in response to such a request.
- 2.3. CIR may provide information regarding the Incident, without any identifying information, and anonymized technical data for internal training purposes, for provision to law enforcement agencies, and for the preparation of statistical and quantitative reports concerning security trends, data patterns, and to provide risk mitigation and prevention recommendations to Coalition, Inc. policyholders.
- 2.4. CIR may provide updates to Client's insurance carriers through the investigation of the Incident and with the approval of Counsel and Client. All forensic reports generated by CIR are Counsel work product and prepared in preparation for litigation. Forensic reports will not be provided to Carriers without first providing a copy to Counsel and with Counsel and Client's consent.
- 2.5. To the extent that CIR services require them to handle Personally Identifiable Information (PII) or Private Health Information (PHI) for Client who is subject to a data privacy regulatory scheme such as GDPR, CCPA, or similar; CIR will be considered a data processor for purposes of the collection and handling of PII or PHI. CIR will provide notice of any actual or suspected unauthorized access to any PII or PHI to Client without undue delay. If Client's regulatory obligations require a data processing agreement or other specific guidelines with the handling of PII or PHI, it is up to Client to advise CIR of these requirements prior to the distribution or provision of said PII or PHI.

### 3. Miscellaneous

- 3.1. *Governing Law.* This Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles and regardless of the location of the invoking party or the court interpreting its terms.
- 3.2. *Independent Contractor.* CIR is an independent contractor, and nothing herein in this Agreement shall create an agency, partnership or joint venture between the parties, or establish the relationship of employer and employee of either Counsel or Client.
- 3.3. *Notices.* All notices required or permitted under this Agreement will be given in writing addressed to the respective parties as set forth herein, unless another address has been designated, and will be delivered by hand or registered or certified mail, postage prepaid or overnight courier in accordance with the addresses set forth herein or changed by notice hereunder.
- 3.4. *General.* Each of the individuals signing below hereby represents that they have the authority to execute the agreement on behalf of the respective entity on whose behalf they are signing. Except as otherwise specifically provided for herein or therein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect both during the Term of this Agreement and after termination hereof.
- 3.5. *Payment.* CIR to invoice Client upon completion of the assignment. Payment terms are Net 30.
- 3.6. *Expenses.* Any case related travel or hardware expenses incurred during the investigation must be approved by Counsel or Client in advance and will be added to the invoice. An itemized receipt will be provided to Client.
- 3.7. *Report.* No report will be prepared by CIR, unless directed to do so by Counsel.
- 3.8. *Data Retention.* All client data obtained and created during the investigation will be destroyed 30 days after the final invoice has been issued. Data may be retained longer if agreement is made with Counsel and/or Client.
- 3.9. *Limitation of Liability.* Except with respect to claims of breach of confidentiality and breach of data security obligations, total liability arising from the Agreement is limited in all cases and in the aggregate to the consideration actually paid to CIR for the service performed under the Agreement. This limitation of liability provision survives the termination of the Agreement and applies notwithstanding any contrary provision or implied or oral contract. The limitations and warranties of the Agreement are part of the duly given consideration for this contractual relationship between Client and CIR.

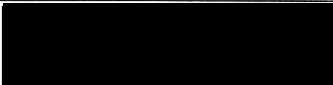



4. **Warranties.** Neither CIR or Client make any warranty, express or implied, to the fitness for a particular purpose, merchantability, or freedom of defects in regard to the services provided; or the software, tools, or computer processes used during the investigation of the Incident. CIR is also not responsible for further disruptions or damages that may occur as a result of the Incident and any remediation related thereto.
5. **Statements of Work.** Should there be a dispute between the provisions of the Master Services Agreement (the "Agreement" and any subsequent Statements of Work (the "Assignment"), the Master Services Agreement's language and intent will take precedence.
6. **Sub-contractors.** Given the circumstances of a particular Incident, it may become necessary for CIR to engage sub-contractors to perform some of the services in the Statement of Work. CIR hereby incorporates the provisions of this Agreement with any contract with the sub-contractor and will hold the sub-contractor to all of the provisions of this Agreement during their assistance with the Incident.

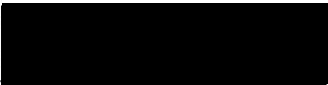


## Service Agreement Signatures

IN WITNESS WHEREOF, the parties, intending to be legally bound, agree to the terms of this Agreement by affixing their signatures below.

Constangy, Brooks, Smith & Prophete, LLP			
	Todd Rowe	Counsel	28 Apr 2025
By (Signature)	Name	Title	Date

DuPage County			
	Nicholas Kortmeyer	Chief Administrative Officer	4/29/25
By (Signature)	Name	Title	Date

Coalition Incident Response, Inc.			
	Alex Goecke	Incident Response Lead	28 Apr 2025
By (Signature)	Name	Title	Date





## Statement of Work

This document represents the Statement of Work agreement between the below parties:

Party	Organization Official Name	Organization State (e.g., Delaware)	Organization Type (e.g., limited liability company)
Counsel	Constangy, Brooks, Smith & Prophete, LLP	Georgia	LLP
Client	DuPage County		
CIR	Coalition Incident Response, Inc.	Delaware	Corporation

### Assignment Background

On Apr 28, 2025, CIR was contacted by Counsel on behalf of Client. Client requested digital forensics and incident response support detailed below.

### Assignment Objectives

This investigation will aim to identify:

- the root cause of the compromise including likely vector(s) of intrusion
- the nature and extent of post-intrusion activity including manual compromise and malicious programmatic propagation by the threat actor
- the nature and extent of unauthorized access to Client assets and data
- the nature and extent of activities conducted by the threat actor in the Client's environment
- the nature and extent, if any, of Client user data or sensitive data (e.g., PII/PHI) accessed and/or exfiltrated by the threat actor

### Proposed Approach

The proposed approach and scope will include the following, based on the services listed under "rates and payment schedules":

- Identification of the relevant population of systems, platforms, logs, and data to be considered in this investigation.
- Collection and analysis of artifacts including digital forensic evidence and logs from in-scope systems and platforms, as applicable.
- Assessment of the status of Client systems and data, including impact of unauthorized activity.
- Documentation of investigative findings and observations based on analysis, at the direction of Client and Counsel
- Creation of deliverable(s) upon guidance of Counsel, including a forensic report summarizing findings, data collected, and tasks performed.
- If applicable, assistance with the collection of relevant datasets for data mining by third-party review team.
- Delivery of verbal recommendations regarding detection, investigation, prevention, remediation and/or recovery, as supported by analysis.



## Rates and Payment Schedule

For the services and deliverables outlined in this Assignment, a firm fixed price of USD \$54900.00 shall be charged. The components are as follows:

Name	Price	QTY	Subtotal
<b>Ransomware Response Services</b> Digital forensics and incident response (detailed above), client communication, and engagement administration services	\$35,000.00	1	\$35,000.00
<b>Threat Actor Communications</b> Threat Actor communications and negotiations	\$7,000.00	1	\$7,000.00
<b>Endpoint Detection and Response</b> Endpoint Detection and Response (EDR) deployment and monitoring (30 days)	\$4,500.00	1	\$4,500.00
<b>Business Email Compromise Response Services</b> Digital forensics and incident response, client communication, and engagement administration services	\$8,400.00	1	\$8,400.00
<b>Total</b>			<b>\$54,900.00</b>




## Statement of Work Signatures


The price detailed above is an estimate based on CIR's initial assessment of the incident and Client environment and knowledge of the scope of efforts projected at the time of this writing. Should a change in the scope of efforts be necessary as the Assignment progresses, CIR will notify Client and Counsel prior to doing so, which may include an addendum to this Statement of Work.


CIR will not exceed the estimated budget without consent from Client and Counsel. Invoices submitted by CIR are due within 30 days of receipt.

CIR can initiate the Assignment upon execution of this document. The above Assignment is agreed upon and accepted by the parties:

IN WITNESS WHEREOF, the parties, intending to be legally bound, agree to the terms of this Agreement by affixing their signatures below.

Constangy, Brooks, Smith & Prophete, LLP			
	Todd Rowe	Counsel	28 Apr 2025
By (Signature)	Name	Title	Date

DuPage County			
	Nicholas Kottmeyer	Chief Administrative officer	4/29/25
By (Signature)	Name	Title	Date

Coalition Incident Response, Inc.			
	Alex Goecke	Incident Response Lead	28 Apr 2025
By (Signature)	Name	Title	Date