

PanGuard AI

Statement of Work — Migrator Pro (Standard, Annual)

SOW number: PG-SOW-MIGPRO-[NNN] (assigned at signature) **Issued under:** PanGuard AI Master Services Agreement (the “**MSA**”) **Effective date:** Date of Customer’s electronic acceptance OR countersignature (the “**Effective Date**”) **Term:** 12 months from the Effective Date, renewable per Section 11 **Fee:** USD \$500,000–\$2,000,000 per year, set per Order Form (sales-led; see Section 5)

This Statement of Work (“**SOW**”) describes the services PanGuard AI, Inc. (“**PanGuard**”) will provide to the customer named on the Order Form or countersigned cover page (“**Customer**”). This SOW is governed by the MSA published at <https://panguard.ai/legal/msa>. In the event of conflict, the MSA governs.

Template — v2.0. This is the standard Migrator Pro SOW template. The executed SOW for each Customer is generated from this template with its assigned SOW number, Customer name, Effective Date, Order Form fee, and framework selection. This template is provided for review and should be reviewed by counsel before execution.

1. Engagement & pricing

Migrator Pro is an annual engagement. The annual fee is set on the Order Form within the range USD \$500,000–\$2,000,000 per year, scoped to Customer’s deployment size, rule volume, framework count, and support tier. Pricing is sales-led; there is no self-serve checkout.

Migrator Pro is also available bundled inside a PanGuard Enterprise agreement. Where bundled, the applicable Enterprise Order Form governs fees and this SOW describes the Migrator Pro scope only.

2. Scope of services

PanGuard will provide the following work items during the Term. Each item has a written acceptance criterion in Section 4.

2.1 ATR engine deployment in Customer’s environment

PanGuard will provide installation guidance for the open-source `agent-threat-rules` engine (MIT licensed) in one of:

- Customer’s VPC (AWS / GCP / Azure)

- Customer's on-prem data centre
- Customer's airgap environment (with offline rule-pack delivery)

Deliverable: Reference architecture diagram + deployment runbook + one (1) deployed instance verified by joint smoke test with Customer's technical lead.

2.2 Custom ATR rule pack (maintained)

PanGuard will select and maintain a Customer-tagged ATR rule pack drawn from the published corpus, filtered for relevance to Customer's specific AI-agent deployment, and refresh it over the Term as the corpus grows.

Deliverable: Tagged rule pack on Customer's chosen distribution channel (git fork, npm scope, S3 bucket) + benchmark report on Customer's environment OR (if Customer cannot share traffic) on the published benign SKILL.md corpus.

2.3 Legacy detection migration (Migrator Pro core)

PanGuard will convert Customer's existing detection content from up to fifteen (15) source formats — Sigma, YARA, Snort, Splunk SPL, Elastic EQL, Falco, Semgrep, CodeQL, CVE-NVD, GHSA, OSV, KEV, garak, PyRIT, promptfoo — into schema-valid ATR behavioral rules through the strict 0-false-positive quality pipeline.

Deliverable: Converted ATR rule set + conversion report (source → ATR mapping, quality-gate results) + optional upstream-contribution path.

2.4 Signed, continuously re-scanned compliance evidence

PanGuard will generate signed compliance evidence packs mapped to Customer's primary regulatory framework and re-scan them on a quarterly cadence over the Term. Frameworks supported: EU AI Act, NIST AI RMF, ISO/IEC 42001, OWASP Agentic Top 10, OWASP LLM Top 10. Customer selects the framework(s) at kickoff.

Deliverable: Signed PDF + JSON + manifest.json with SHA-256 + HMAC-SHA256 per file, refreshed each quarter. Same pipeline used for the public sample at <https://panguard.ai/evidence-pack>, branded to Customer.

2.5 SIEM webhook integration template

PanGuard will provide a configuration template for one (1) of the Customer's existing SIEMs: Splunk, Elastic, Datadog, Microsoft Sentinel, Sumo Logic, or Chronicle. Other SIEMs may be supported by mutual agreement.

Deliverable: Webhook configuration file + payload schema doc + working end-to-end test (test event flows from PanGuard → Customer's SIEM → searchable index).

2.6 Senior engineering support

PanGuard will allocate senior engineering time (the founder or a designated senior engineer) over the Term, at the cadence set on the Order Form. Time is tracked in the Customer's workspace dashboard.

Deliverable: Support-time tracker visible in the dashboard + quarterly time-bank report.

2.7 Annual review & renewal recommendation

PanGuard will produce an annual technical review summarising: (a) findings and coverage over the Term, (b) recommended scope changes, (c) renewal or expansion options.

Deliverable: Annual review document + working session with Customer's technical lead.

3. Out of scope (clarity for both Parties)

The following are not included in this SOW and require a separate SOW or Change Order:

- Multi-tenant rollout beyond the environments named on the Order Form
- Custom rule development beyond the maintained rule pack in Section 2.2
- Compliance audit support beyond the quarterly evidence packs in Section 2.4
- Sovereign / airgap fully-managed national deployment (Sovereign tier scope)
- Bespoke SAML / SCIM or dashboard engineering beyond standard configuration

4. Acceptance criteria

Each Section 2 deliverable is deemed accepted when:

#	Deliverable	Acceptance trigger
2.1	Engine deployment	Joint smoke test passes (ATR engine boots, accepts events, returns findings on test payload)
2.2	Rule pack	Customer's technical lead acknowledges receipt of YAML pack + benchmark report in writing
2.3	Legacy migration	Converted rules pass ATR schema validation + Customer acknowledges the conversion report
2.4	Compliance evidence	Quarterly PDF + JSON + manifest delivered; Customer reproduces SHA-256 hashes locally
2.5	SIEM webhook	Test event visible in Customer's SIEM within 60s of generation
2.6	Engineering support	Time tracker reflects the Order Form cadence each quarter
2.7	Annual review	Review document delivered + working session held

If Customer does not provide written non-acceptance with specific deficiencies within ten (10) business days of delivery, the deliverable is deemed accepted.

5. Fee and payment

Annual fee: As set on the Order Form, within USD \$500,000–\$2,000,000 per year. **Tax:** Customer is responsible for all applicable taxes.

Payment terms (as specified on the Order Form):

- **Annual invoice (Net-30):** PanGuard issues an invoice on the Effective Date and each renewal date; Customer pays within 30 days.
- **Quarterly invoice (Net-30):** Where agreed, the annual fee is invoiced in four equal quarterly instalments.
- **Sovereign / Government:** Separately scoped per country procurement rules — see the sovereign engagement framework; not covered by this standard SOW.

Late payment beyond 45 days triggers suspension per MSA Section 2.2. Wire instructions are provided on the invoice.

6. Onboarding timeline

The first quarter establishes the deployment; delivery is continuous thereafter over the annual Term.

Day	Milestone
0	SOW / Order Form signed + invoice issued
1	Kickoff email · workspace provisioned · Slack Connect invitation
2–7	Customer technical-lead onboarding call + access provisioning + framework selection
8–21	Engine deployment (2.1) + rule pack drafting (2.2)
22–35	Legacy migration (2.3) run + SIEM webhook (2.5) configured
36–60	First compliance evidence pack (2.4) drafted + monitoring live
61–90	First quarterly evidence pack finalised + benchmark report delivered
Ongoing	Quarterly evidence refresh (2.4) + maintained rule pack (2.2) + support (2.6)
Annual	Annual review (2.7) + renewal recommendation

PanGuard may adjust dates by mutual written agreement if Customer is unable to provide required access or framework selection on schedule.

7. Customer responsibilities

The Customer agrees to:

1. Provide a named technical lead reachable by email within two (2) business days
2. Provide access to the target deployment environment(s) named on the Order Form within ten (10) business days of the Effective Date
3. Provide written framework selection (one or more of: EU AI Act / NIST AI RMF / ISO 42001 / OWASP Agentic / OWASP LLM) within ten (10) business days
4. Provide access to one (1) target SIEM within thirty (30) business days
5. Attend the kickoff call within ten (10) business days
6. Provide written non-acceptance within ten (10) business days of any deliverable delivery (silence = acceptance per Section 4)

If Customer fails to provide required access within the stated windows, the corresponding deliverable timeline shifts by the delay period. Customer may request a written extension if delays were material.

8. Confidentiality

All exchanged information is governed by the MSA Section 6 (Confidentiality). PanGuard treats Customer's environment details, rule selection criteria, threat-model preferences, and SIEM topology as Customer Confidential Information. Customer treats PanGuard's pricing approach, engineering allocation, and unpublished roadmap items as PanGuard Confidential Information.

Public acknowledgement: opt-in only. PanGuard will not publicly name Customer without written consent.

9. Data protection

This SOW is governed by the Data Processing Addendum at <https://panguard.ai/legal/dpa>. Customer Data flows to PanGuard's environment ONLY if Customer opts to share traffic for benchmarking (Section 2.2). Benchmarking can otherwise run against the public benign SKILL.md corpus.

Sub-processors: see <https://panguard.ai/sub-processors>.

10. Termination

Either Party may terminate this SOW for material breach not cured within 30 days of written notice (per MSA Section 3.3). Termination and any fee treatment on termination are governed by the MSA and the Refund & Termination policy at <https://panguard.ai/legal/refund>. As an annual B2B engagement, Migrator Pro is not subject to a consumer-style refund window.

On termination:

- Fees due for the period served through the termination date are payable per the Order Form.
- Workspace data export is available for 30 days after termination.

11. Renewal

Unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the Term, the Parties may renew for a further 12-month Term at the then-current Order Form fee, or agree an expanded scope via a new SOW or Change Order.

12. Acceptance

By signing the Order Form or countersigning a paper or DocuSign copy of this SOW, Customer accepts these terms on behalf of the entity identified on the Order Form.

For DocuSign / paper countersignature:

Customer

Signature: _____ Name: _____ Title:
_____ Date: _____

PanGuard AI, Inc.

Signature: _____ Adam Lin, Founder & CEO Date: _____

This SOW is governed by the MSA in force at the time of acceptance. The current SOW template is published at <https://panguard.ai/legal/sow>. PanGuard maintains a versioned archive of all prior SOW versions.