Free**it**
DATA SOLUTIONS

1   Project Specification

Title of Project: Review and Remediate Azure Sentinel
Client Name: Williamson County Texas
Client Contact: Jim Daniels
Freeit Contact: Leslie Spinks
Freeit Phone: 512-818-9650

2   Objective

Williamson County Texas ("Williamson County") would like to engage the services of Freeit Data Solutions ("Freeit") on a time and materials ("T&M") basis to assist with the following technologies:

Technology Area	Description

Azure Sentinel	Assist Williamson County with the implementation of Azure Sentinel which includes the following tasks:
	
	• Perform an assessment of the current Azure Sentinel environment.
	• Assist in the configuration of Azure Sentinel which includes:
	    o General Sentinel configurations
	    o Log collectors
	    o Log sources
	    o Sentinel workbooks
	    o Sentinel playbooks

Table 1: Technology Area Descriptions

Freeit would like to position its experience in these technologies, as well as its status as a Managed Microsoft Gold Partner, as evidence that it can be a trusted advisor to Williamson County to provide guidance, expertise, and implementation execution.

3   Responsibilities and Assumptions

3.1   Responsibilities of Freeit

- Provide experienced consultants for the engagement
- Mentor and cross-train Williamson County staff, where appropriate
- Provide summary about key objectives, hour consumption, timesheets, and status reports as applicable
- Return all documentation, hardware, software, and other materials to Williamson County at the completion of engagement

3.2   Responsibilities of Williamson County

- Provide necessary permissions to the Azure AD, Azure Sentinel, and (if applicable) on-premises environments
- Provide SME who can configure log settings on non-Microsoft systems
- Provide SME who can configure API settings for 3rd party systems
- Provide Linux server meeting the Microsoft specifications for installing Syslog and CEF log collector. A preference of either Ubuntu or CentOS/Red Hat Linux.
- Schedule work to provide adequate lead time to secure the proper Freeit resource(s)
- Designate Williamson County project sponsor, who will provide overall project direction, guidance, and high-level scope boundaries, as well as attend project checkpoint meetings
- Designate Williamson County primary contact and / or project manager, who will manage Williamson County project team members and resources, including any client tasks as outlined in the project schedule
- Provide project team members and other resources that are necessary to adhere to the project timeline
- Provide institutional knowledge and expertise for the existing platform and infrastructure
- Coordinate with assigned Freeit project lead to schedule Discovery Sessions, as required, to occur during the first week of the project
- Provide appropriate accounts and access for all resources prior to their start date
- Provide full access and permission level to resources for all technologies within scope
- Participate in required meetings necessary to accomplish the intended objectives of the effort
- Participate in project status and closeout meetings
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades as required
- Submit change controls for all environments, as necessary, in a timely manner
- Define and validate business and technical requirements, including license and hardware requirements
- Ensure timely response to functional and technical considerations
- Provide access to all hardware / software with proper licensing required to complete the above stated tasks
- Provide access to workspace required to complete the above stated tasks

3.3   General Assumptions

The project timeline, resource plan, and pricing are based on a continuous work effort from project kickoff to completion. Unexpected project delays or incorrect project assumptions may require a Project Change Request ("PCR") to realign the scope of the project.

Assumptions include, but are not limited to, the following statements for this project:

1. A maximum of three (3) workbooks will be created and implemented.
2. A maximum of two (2) playbooks will be created and implemented.
3. A maximum of two (2) 3rd party API connections will be configured.
4. Freeit consultants have administrative access to Azure Sentinel and Azure AD
5. All hardware, software, and cloud services required for the project will be the financial responsibility of Williamson County.
6. Any needed license quantities and recommendations may change based on analysis of the environment during the start of the effort.
7. Any third-party support costs, which includes but is not limited to: Microsoft tickets, contracts, or other means of support will be the financial responsibility of Williamson County.
8. Williamson County will provide any and all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
9. Williamson County will permit full unattended admin access with the necessary account privileges to resources for all technologies within scope. If remote unattended access cannot be provided, the budget estimate for the project may increase by 20%.
10. Williamson County will allow or supply physical access to all computers, communications, and servers within scope.
11. Work could include on-site and off-site activity by Freeit resources to ensure project tasks are completed in a timely manner.
12. Normal business hours are 8 AM to 5 PM Central Monday through Friday.
13. Knowledgeable Williamson County resources will be made available to this project and will help meet the timelines as identified in the project plan. If meetings are not attended by Williamson County and if advanced notification is not given (4 hours minimum in advance) then the cancelled meetings will be deducted against the project's billable hours since resources were reserved for that time.
14. To help minimize resource requirements on the part of Williamson County, more detailed requirements for permissions, access, and workspace will be made available prior to starting the project.
15. Williamson County is responsible for communicating the project plan and all timelines and goals to Williamson County business units or facilities, as appropriate.
16. Freeit will use generally accepted project management techniques and processes throughout this project.
17. Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are working side-by-side with Freeit during the project. No formal training materials will be developed or delivered as part of informal knowledge transfer.

4   Project Investment

4.1   Investment Summary

> **NOTE:**
>
> *Freeit will require a Partner Admin Link ("PAL") association be created in the client tenant for all Azure work. For PAL registration, the client agrees to use the Azure portal, PowerShell, or the Azure CLI to link to the Freeit Microsoft Partner ID (MPN ID #947811) to the client ID or service principal. Freeit will be linked the partner ID in each client tenant.*
>
> *For Fastrack benefit activation, Freeit will require a Claiming Partner of Record ("CPOR") association for all Microsoft M365 workloads. The client agrees to provide all necessary information to create this association, including Tenant ID and Cloud tenant domain (.onmicrosoft.com). Upon CPOR registration, the client will receive a DocuSign email to approve the association. Accepting the association is required to secure the CPOR claim.*

Project Investment Total:

Component	Pricing
Delivery Services	$40,320
Total Fixed Price	**$40,320**

Table 2: Investment Summary

4.2   Pricing Summary

Delivery services provided using the following rates:

Resource	Rate	Hours	Cost
Project Manager	$185	32	$5,920
Azure Sentinel Architect	$215	160	$34,400
Estimated Total		**192 Hours**	**$40,320**

Table 3: Delivery Services Pricing Summary

The total estimate of $40,320 is merely an *estimate* and does not represent a *fixed fee*. Neither the total estimated billable hours of 192 nor the total estimated service fees are intended to limit the bounds of what may be requested or required for performance of services. Freeit will provide a consumption report as part of the weekly status report.

Rates provided are for Freeit delivery services only, and do not include Cloud hosting, software licensing, or other fees.

This Agreement will expire on 12/31/2021 or when all hours are consumed, whichever occurs first.

4.3   Invoice Schedule

Williamson County will be invoiced as follows for services to be performed by Freeit:

Invoice #	Invoice Date	Total Hours	Price
1	*Upon Acceptance of Proposal*	192	$40,320
	Total	**192**	**$40,320**

Table 4: Invoice Schedule

> **Invoicing and Payment**
>
> ***Williamson County will be invoiced upon execution of agreement for the full amount above.***

4.4   Travel and Expenses

The project is to be delivered remotely, Freeit shall bear all its own expenses incurred in connection with the delivery services performed under this SOW.

4.5   Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

5 Proposal Acceptance

To proceed with the work as defined by this proposal, all parties must sign below acknowledging that they have read the entire document and agree to all terms as laid out within.

Freeit Data Solutions	**Williamson County Texas**
Signature:	Signature:
Print Name: Dulari von Christierson	Print Name:
Title: Director of Operations	Title:
Date: 09/07/2021	Date:

5.1 Invoicing Contact

Williamson County Texas

Attention:	Tammy McCulley
PO Number:	
Address:	301 SE Inner Loop, Ste 105
City / State / Zip:	Georgetown, TX 78626
AP Email Address:	tmcculley@wilco.org

6 Terms and Conditions

1. <u>Payment Terms</u>. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.

2. <u>Independent Contractor; Taxes</u>. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify, and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.

3. <u>No Hiring</u>. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).

4. <u>Warranty</u>.
    A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
    B. **EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. <u>Our Indemnity</u>. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement

resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.

6. <u>Limitations of Liability</u>. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.

7. <u>Your Covenants</u>. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.

8. <u>Requests for Changes</u>. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.

9. <u>Confidentiality</u>. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.

10. <u>Termination of Agreement</u>. Either party may terminate our engagement at any time upon 30 days prior written notice. **Cancellation of any licensing or services with a fixed term or indicated as non-cancellable shall Incur a termination fee equal to 100% of the cost of the remainder of the term, payable to us in full upon the effective termination date.**

11. <u>Entire Agreement; Amendment</u>. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations, or agreements other than those set forth herein.

12. <u>Assignment</u>. You may not assign any of the rights or obligations hereunder without our prior written consent.

13. <u>Notices</u>. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.

14. <u>Governing Law</u>. These terms shall be governed by and construed in accordance with the laws of the State of Delaware.

15. <u>Force Majeure</u>. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.

16. <u>Waiver; Severability</u>. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.