

PRIVILEGED AND CONFIDENTIAL

VIA EMAIL

November 17, 2022

Mr. John Mullen
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

Dear Mr. Mullen,

Thank you for engaging Stroz Friedberg, LLC. This letter (the "**Agreement**") will serve to document the terms and conditions of the engagement.

Services

Mullen Coughlin LLC ("**Client**") has requested that Stroz Friedberg, LLC and its affiliates (collectively, "**Stroz Friedberg**") provide incident response consulting and technical services as described in the attached scope of work, **Exhibit A**, or as otherwise requested in writing by Client and Customer, on behalf of Williamson County, TX located at 100 Wilco Way, Ste. HR101 Georgetown, TX 78628 ("**Customer**"), which is Client's client, and Stroz Friedberg has agreed to provide these services (the "**Engagement**"). Customer agrees to pay Stroz Friedberg for all fees, disbursements and other charges incurred by Stroz Friedberg as part of the Engagement, in accordance with the terms set forth in this Agreement.

Fees

- (a) Cyber Panel Rate. As Customer is a policyholder of **Travelers**, Stroz Friedberg charges at the discounted hourly rate of **\$300** for any Customer-insured component of the incident response services. The total hourly costs for this Engagement will not exceed **\$76,200** (exclusive of any expenses and applicable Transactional Taxes) without the prior written approval of Client or Customer, where writing includes email. Client or Customer understands that this not-to-exceed amount represents the scope of work mutually agreed in Exhibit A and that modifications to that scope of work may incur additional costs.
- (b) General Rates. For any work that is not covered under the Cyber Panel Rate, Stroz Friedberg charges for the time devoted to the Engagement on an hourly fee basis, at the rates in effect when the work is performed. The current hourly rates are set forth as follows: Administrative Professionals: \$110 - \$275; Specialists, Analysts, and Associates: \$150 - \$360; Consultants: \$275 - \$565; Managers and Directors: \$385 - \$660; Vice Presidents and Managing Directors: \$565 - \$935; Executive Managing Directors, Executive Chairmen, and Chief Executive Officer: \$935 - \$1,250.
- (c) Travel and Subcontractors. Rates as described in the foregoing paragraphs (a) and (b) of this section apply generally, as well as to travel. The use of subcontractors, if needed, will be charged at Stroz Friedberg's rates.
- (d) Transactional Taxes. All fees are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties levied regarding any of the transactions covered by this Agreement ("**Transactional Taxes**"). Customer will pay all applicable Transactional Taxes that Stroz Friedberg is legally obligated to charge Customer. If Stroz Friedberg is assessed any Transactional Taxes because of a state or local audit, Customer shall reimburse Stroz Friedberg for any additional Transactional Taxes imposed on Stroz Friedberg upon audit, excluding any interest or penalty.
- (e) Miscellaneous Charges. Stroz Friedberg may charge for other miscellaneous expenses, fees, and costs including, but not limited to, use of forensically-prepared thumb drives or hard drives (at \$50 - \$420 depending on size); other computer hardware and digital media; transportation, meals, and lodging; copies or printed

documents; overnight delivery charges; storage fees for original media provided to Stroz Friedberg, after thirty (30) days at rates up to \$50 per month per item; credit check fees, and database searches. Stroz Friedberg reserves the right to pass on any reasonable legal fees and expenses that are incurred as the result of the Engagement but will notify Client before such fees and expenses are incurred.

- (f) Invoices. Stroz Friedberg will send invoices directly to Customer as specified in the signature block, with a copy to Client. Invoices are due within forty-five (45) days of the invoice date. Customer shall notify Stroz Friedberg in writing of any disputed charges within these forty-five (45) days; otherwise Stroz Friedberg's invoices shall be deemed payable in full. Stroz Friedberg reserves the right to terminate its services at any time if Customer fails to pay Stroz Friedberg's invoices on time or fails to pay a requested refresher of a retainer. Any provided estimates of fees and expenses are only estimates and are not binding. Customer is solely responsible for payment of invoices.

Confidentiality

The purpose of the Engagement is to enable Client to render legal advice to Customer in anticipation of litigation, a regulatory inquiry, or an internal investigation; therefore, Stroz Friedberg's communications with Client and Customer, Stroz Friedberg's work product, and all information and data received from Client or Customer are covered by attorney-client privilege and/or attorney work product doctrine. Accordingly, Stroz Friedberg will maintain as confidential all information and data it receives from Client or Customer, derives therefrom, or otherwise has access to pursuant to an Engagement, as well as all work product created by Stroz Friedberg for an Engagement, and will not (to the extent legally permitted), disclose such files, information and data (the "**Confidential Information**") to any third party without Client's or Customer's prior written consent. Further, Stroz Friedberg shall (i) use Confidential Information solely for the purpose of performing its obligations hereunder with respect to an Engagement; (ii) restrict disclosure of the Confidential Information to employees, affiliates and its and their directors, officers, consultants, subcontractors and agents ("**Representatives**") who are under an agreement for the protection of confidentiality and only to the extent each has a need to know; (iii) advise those persons who access the Confidential Information of their obligations with respect thereto; (iv) copy the Confidential Information only as necessary for those persons who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies; and (v) not, without prior written approval from Client (where writing includes email), (a) engage any of its affiliates located outside the United State of America or Canada for the performance of services under this Agreement or (b) transfer any Confidential Information to its affiliates located outside the United States of America. Confidential Information does not include (1) information that has been or is, prior to the Engagement, in the public record, or is placed in the public record by Client or Customer after the Engagement begins; (2) indications of compromise (i.e., data, configurations, specifications, and other conditions that are identified as malware, vulnerabilities, anomalies, compromises, or potentially harmful conditions) identified by Stroz Friedberg, except that in Stroz Friedberg's use of the indications of compromise, Customer will not be identified in any manner whatsoever; or (3) facts necessary to set forth in proceedings for non-payment of invoices. If Stroz Friedberg encounters what it deems to be any child pornography on any computer media delivered to it in the course of the Engagement, Stroz Friedberg reserves the right to disclose such contraband to the appropriate authorities. Customer owns all right, title and interest in and to all Confidential Information and any copies made thereof, but not including know-how learned by Stroz Friedberg in the course of the Engagement.

Unless prohibited by law or regulation, in the event any governmental, private or other entity or person requests that Stroz Friedberg disclose Confidential Information, Stroz Friedberg will not disclose such data or information without written authorization from Customer. In such event, Stroz Friedberg shall (to the maximum extent allowed by applicable law) provide Customer legal counsel with prompt notice of such request, with sufficient notice such that Customer may seek a protective order or pursue other appropriate remedies to protect the confidentiality of such information. Stroz Friedberg agrees to cooperate with Customer, at Customer expense, in any effort to obtain such a protective order or remedy, and shall furnish only that portion of the information which is legally required to be furnished and, in consultation with Customer, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

Data Protection and Privacy

Stroz Friedberg acknowledges that during the course of an Engagement it may come in contact with personally identifiable information relating to Customer's customers or other individuals ("**PII**"), including, but not limited to, payment card information. For the purpose of this Agreement, PII refers to information that is associated with a unique person, whether

or not that information contains a person's name or contact information. Among other things, a financial account number, without a name, is PII. Stroz Friedberg agrees to the following:

- (a) Compliance with Applicable Law. For all purposes under this Agreement, Stroz Friedberg agrees to comply with all laws, regulations, and rules applicable to Stroz Friedberg's handling of PII.
- (b) Information Security Program. Stroz Friedberg has implemented and agrees to maintain an information security program that is reasonable and appropriate and designed to meet the following objectives at least in accordance with industry standards: (i) protect the security and confidentiality of Confidential Information and PII; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and PII; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer, or any third party owner of such Confidential Information or PII; and (iv) ensure the secure disposal of Confidential Information and PII. Among other things, Stroz Friedberg represents and warrants that its information security program includes the following elements:
 - 1. Stroz Friedberg agrees to keep all of its systems and media that contain Confidential Information or PII secure, to prevent access by or disclosure to anyone other than Stroz Friedberg, its Representatives, Customer and/or Customer's authorized personnel.
 - 2. Stroz Friedberg will encrypt PII consisting of financial account information, social security number, driver's license or non-driver identification card number, national identification card number (e.g., passport number), medical or health information, medical insurance information, passwords, biometrics and any other information that can be used for identity theft (including that which is not personally identifiable) with industry standard encryption levels at all times while in transit over a public network or wireless network or stored on a laptop or portable storage media.
 - 3. Stroz Friedberg will prohibit employees, other personnel and agents from unnecessarily bringing, transporting or transmitting PII to their homes, personal computers, personal e-mail accounts, personal cloud accounts, personal devices or personal digital media unless as may be authorized by Stroz Friedberg in accordance with its approved internal security practices.
 - 4. Stroz Friedberg agrees it will not disclose Confidential Information or PII to any third party except as allowed under this Agreement or applicable law.
 - 5. Stroz Friedberg will not request or use Confidential Information or PII for any purpose other than to complete the work identified in the Agreement.
 - 6. Stroz Friedberg agrees to cause its Representatives and any other party to whom it may provide access to or disclose Confidential Information or PII to implement appropriate measures designed to meet the objectives set forth in this Agreement.
 - 7. Stroz Friedberg shall not knowingly permit any of its employees to have access to the premises, records or data of Customer when such employee is under the influence of illegal drugs. Stroz Friedberg will ensure Stroz Friedberg personnel and subcontractors, pass a criminal background check, as permitted by applicable law. The results of any such tests and checks shall be retained solely by Stroz Friedberg.
- (c) Ownership and Disclosure of Customer Data. Notwithstanding any term to the contrary contained herein, with respect to any Customer original data images (e.g., forensic images, forensic evidence, forensically collected data and any other original data images) collected by Stroz Friedberg under this Agreement (collectively, the "**Customer Forensic Data**"), Customer shall own such Customer Forensic Data. For the avoidance of doubt, general indications of a compromised system (i.e., data, configurations, specifications, and other conditions that identify malware, vulnerabilities, anomalies, compromises, or potentially harmful conditions within Customer information technology infrastructure – as opposed to specific identifiable data unique to Customer) identified by Stroz Friedberg during the course of performing the Engagement services are neither Confidential Information nor the property of either Customer or Stroz Friedberg, and may be freely used by either party.

- (d) Data Breach Response. Stroz Friedberg shall advise Customer promptly, and to the extent commercially reasonable, within no more than five (5) days, in the event that it learns or has reason to believe that there has been unauthorized access to or acquisition or use of, or any security breach relating to or affecting, PII or Confidential Information that had been under the responsibility and control of Stroz Friedberg, its Representatives, or that any person under the control of Stroz Friedberg who has had access to PII or Confidential Information has violated or intends to violate the terms of this Agreement, and to the extent any such breach or unauthorized access is exclusively attributable to the actions of Stroz Friedberg or its Representatives, Stroz Friedberg shall (at its own expense if such incident affected PII or Confidential Information that had been under the responsibility and control of Stroz Friedberg or its Representatives) reasonably cooperate with Customer in investigating and responding to the foregoing, notifying customers or other affected entities as required by law or by the payment card institutions, and seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of such information. In the event that applicable law requires that affected persons be notified of a security incident involving PII, Customer shall have the discretion of determining whether such notice shall come from Customer or Stroz Friedberg. In any event, the content, timing and other details of such notice shall be subject to Customer's reasonable approval, which shall not be withheld or unreasonably delayed.

Authority to Access Data and Indemnification

Customer authorizes Stroz Friedberg to access the data related to this Engagement and represents that such access does not violate any applicable law or treaty to the best of its knowledge. In addition, each party will comply with the Data Processing Agreement attached hereto as **Exhibit B**. Customer agrees to hold harmless and indemnify Stroz Friedberg, including its officers, employees, and agents against all third-party claims, damages and costs including attorneys' fees and disbursements arising from the Engagement, except for actions by Stroz Friedberg, its officers, employees, and agents that constitute willful misconduct or gross negligence.

Limitation of Liability and Damages

Because digital equipment/data/media are fragile and may be damaged, infected, or corrupted prior to the time Stroz Friedberg receives them, Stroz Friedberg for itself and its officers, employees, or agents will not assume responsibility for damage that may occur to Customer's equipment/data/media prior to or during Stroz Friedberg's efforts to complete the Engagement unless the damage is the result of Stroz Friedberg's willful misconduct or gross negligence. As such, Stroz Friedberg will not be liable for direct or indirect damages arising from harm that may occur to Customer's equipment/data/media. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, Customer assumes responsibility to protect themselves with respect to the receipt of data from Stroz Friedberg or any other party and shall advise its agents and third-party recipients to take similar precautions. In no event shall Stroz Friedberg, its affiliates, or their respective officers, employees, or agents be liable for damages, under any theory, beyond three (3) times the amount paid to Stroz Friedberg under this Engagement.

Return of Client Materials

Promptly upon the written request from Customer or upon the completion of the Engagement (whichever comes first), Stroz Friedberg will return all Confidential Information (or any portion thereof designated by Customer), including all copies thereof to Customer or, after using reasonable attempts to do so, Stroz Friedberg is not able to return to Customer the Confidential Information provided, Stroz Friedberg reserves the right to destroy such Confidential Information pursuant to its then current destruction policy, except to the extent Stroz Friedberg must delay such return or destruction in order to comply with internal record retention policies or applicable law, in which case Stroz Friedberg shall nonetheless return or destroy any such PII at its option, and shall continue to protect the remaining Confidential Information in accordance with this Agreement. Stroz Friedberg also shall certify in writing that it has satisfied its obligations under this paragraph within ten (10) business days of a written request by Customer.

Conflicts

This Engagement pertains to a discrete matter and would not preclude Stroz Friedberg from rendering services to other clients adverse to Client or Customer on matters that are not specifically related to this Engagement, provided however, that (i) Stroz Friedberg will not disclose any Confidential Information of Client or Customer that is received, accessed or otherwise obtained from Client or Customer under this Agreement, and (ii) Stroz Friedberg will establish formal screening

procedures or "ethical walls" in situations where a conflict of interest could be perceived. Stroz Friedberg will not accept an assignment adverse to Client or Customer which is directly related to this Engagement

Force Majeure

No party shall be liable for any delay or non-performance under this Agreement caused by a force majeure event, including but not limited to, any acts of God, terrorism or threat of terrorism, wars, riots, extreme weather conditions, epidemics, delays in obtaining work permits or visas, communication breakdowns, or any other delays outside of the reasonable control of a party, whether similar or dissimilar to the foregoing list, provided that the affected party gives prompt notice in writing to the other parties of such force majeure event and in the event that Stroz Friedberg is the affected party, Stroz Friedberg acts in all respects in accordance with its business continuity plan and uses reasonable endeavors to resume performance of its obligations under this Agreement as soon as practicable. Any party not claiming relief under this clause may terminate this Agreement if such force majeure event continues and has continued for more than three (3) days. For the avoidance of doubt, Customer is not excused from paying Stroz Friedberg for services rendered and deliverables delivered prior to the termination of the Agreement.

Miscellaneous

Client, Customer, and Stroz Friedberg agree that the Engagement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York as an agreement made and to be performed entirely within such State. Client, Customer, and Stroz Friedberg agree that this Agreement (1) may not be modified or amended, except by a writing signed by each party; (2) shall be binding upon each party, its successors and permitted assigns; and (3) contains the entire agreement and understanding among Client, Customer, and Stroz Friedberg with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, among Client, Customer, and Stroz Friedberg with respect to the subject matter hereof. No provision of this Agreement may be waived except in writing by the party against whom such waiver is sought to be enforced. No express or implied waiver, breach or default by any party of any provision of this Agreement shall constitute a continuing waiver of such provision or of any other provision of this Agreement. Customer appoints Client as its agent for service of process with respect to this Engagement.

If you find this letter satisfactory, kindly return an executed copy. Stroz Friedberg looks forward to working with you.

Very truly yours,

STROZ FRIEDBERG, LLC

By: _____

AGREED TO AND ACCEPTED:

Mullen Coughlin, LLC

By: _____
John Mullen

ACKNOWLEDGED AND AGREED TO:

Williamson County, TX

By:  _____
Bill Gravell (Nov 21, 2022 16:46 CST)

Printed name: Bill Gravell, Jr

Title: County Judge

INVOICING INSTRUCTIONS:

Invoice(s) should go to this email address or e-billing site:

Richard Semple
rsemple@wilco.org
(512) 943-1489

Please cc the following people on all invoices:

Brittany Bickel
Partner
Mullen Coughlin LLC
426 W. Lancaster Avenue,
Suite 200
Devon, PA 19333
(267) 930-1129 - Office
(484) 716-7148 - Mobile
bbickel@mullen.law

Craig Steen
Attorney
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
(267) 930-4735 - Office
(267) 229-6012 - Mobile
csteen@mullen.law

CLAIMS ADJUSTER
Teresa Porter
teporter@travelers.com

CLAIM NUMBER: T2215482

EXHIBIT A

SCOPE OF WORK

1. Matter Type: Cyber Incident Response Services

2. Description of Incident Response Services:

Mullen Coughlin LLC ("Client"), as legal counsel to Williamson County, TX ("Customer") is engaging Stroz Friedberg, its affiliates and/or its subcontractors, for the purpose of conducting a technical investigation of a potential data privacy event to provide Client with technical information necessary for Client to provide legal counsel to Customer relating to the potential data privacy event. Accordingly, Stroz Friedberg, its affiliates and/or its subcontractors acknowledge that it will work at the direction of Client and anticipates performing some or all of the following steps pursuant to this Engagement:

- 1) Consultation, verbal communications, and findings to Client and Customer
- 2) Perform triage investigation for threat actor behavior within O365 email environment (~2,500 users)
 - a. A requested administrative account with appropriate permissions will be provisioned for Stroz Friedberg
- 3) Perform analysis per mailbox/user in O365 as identified, up to 9 users identified during scoping
- 4) Monitor Customer existing EDR Solution (Carbon Black) for a period of 45 days
- 5) Perform Triage/Forensic analysis on systems of interest:
 - a. Forensic analysis of 2 workstations, 1 Exchange server – 3 systems total
- 6) Review relevant logs from the Customer's environment – VPN, Firewall, ESET
- 7) Provide the Counsel and Client with a chronology of relevant events

3. Estimate

Incident response investigations are not fully predictable and are dependent on the forensic evidence discovered and the conduct of third parties, including threat actors. The nature of a complex incident response investigation is very dynamic and requires flexibility to adapt to evolving priorities. Below is a cost estimate based on Stroz Friedberg's general understanding of the Engagement.

Service	Component	Estimated Hours	Price Range
Consulting	Communications, Consulting, Engagement Management	20 – 26	\$6,000 – \$7,800
Digital Forensics Incident Response	Digital Forensic Analysis (3 systems)	20 – 60	\$6,000 – \$18,000
	Review of available logs (VPN, ESET, Firewall)	20 – 24	\$6,000 – \$7,200
	Triage Collection and Review of O365 Email Environment (~2,500 users)	20 – 30	\$6,000 – \$9,000
	O365 Deep dive on 9 affected user accounts	60 – 70	\$18,000 – \$21,000
Endpoint Detection & Response Tool	Review of Endpoint Detection and Response Tool	24 – 44	\$7,200 – \$13,200
Estimated Hours		164 – 254	\$49,200 – \$76,200

Malware Platform	Malware Analysis on suspected malware samples - Flat Fee	\$5,000
------------------	--	---------

Estimates and rates are in USD and do not include applicable taxes

4. Compensation:

- A. Cyber Panel Rate. Stroz Friedberg charges at the discounted hourly rate for any components of the Engagement services that are insured by Customer's insurance company. This rate applies generally, as well as to travel. The use of subcontractors, if needed, will be charged at Stroz Friedberg's rate. Any services requested by the Customer that are not considered part of the incident response as directed by Customer's insurance carrier will be billed at Stroz Friedberg's General Rates, as set out in the Agreement or as provided to Customer in writing, where writing includes email.
- B. No Dependence. Payment terms associated with Stroz Friedberg's invoices are not dependent upon, and cannot be modified to reflect the timing of, or the degree to which Customer's reimbursement from its insurance carrier does or does not fully cover the total fees assessed across all invoices related to this matter. Customer is solely responsible for payment of Stroz Friedberg's invoices.
- C. Solution Charges. Solution charges are as stated in the Agreement. If the Agreement does not state solution charges, the following applies: The rate for machine time devoted to running a forensic process is \$95 per hour. The rate for use of Stroz Friedberg's proprietary host interrogation tool is \$7.50 per host per month, Stroz Friedberg's network traffic capture tool is \$1,500 per month per platform; Stroz Friedberg's proprietary incident response tool is \$5,000 per month per platform; the OmniPeek Network Analyzer is \$5,000 per month per platform; Stroz Friedberg's proprietary malware platform is \$5,000 per engagement; Stroz Friedberg's proprietary scanning engine is \$2,500 per 250GB or 5K files (separate pricing for volumes greater than 10TB or 200K files); and Stroz Friedberg's high speed, on-site malware analysis and forensic hosting tool are \$2,500 per month per platform. Use of Stroz Friedberg's mobile electronic disclosure/discovery processing, hosting and production unit will be charged at an amount to be structured depending upon the circumstances of the deployment.
- D. Invoices. Payment terms are set forth in the Agreement.

5. Description of Data Processing.

Subject matter and duration: Personal data is processed for the provision of Engagement services and is processed for the duration of the Agreement.

Nature and purpose: The purpose for processing is to conduct forensics analysis and provide incident response services. The data typically consists of forensic images of computer systems, electronic devices, and log files.

The types of personal data included in processing are not specifically known to either party, but could include:

- Personal details (i.e. name, contact address, national insurance number, date of birth, gender)
- Family, lifestyle and social circumstances (where applicable, marital status, personal details of a member's spouse, children and other nominated dependents)
- Financial details (salary, other pensionable earnings, bank account details, bonus payments)
- Employment details (service dates, reason for leaving employment, working hours)
- Health data (record of absence, time tracking, annual leave)

The types of categories of Data Subjects involved in the processing are not definitely known by either party but could include:

- Customer's and/or Client's Employees
- Customer's and/or Client's Users
- Members of the Public
- Relations of Employees (family members, emergency contact)
- Suppliers/Contractors

6. Location(s) for Performance of Services:

Anticipate the work can be performed remotely.

7. Stroz Friedberg Contact Person:

Melissa Sokolowski
M: +1 214.897.2714
melissa.sokolowski@strozfriedberg.com

EXHIBIT B

DATA PROCESSING AGREEMENT:

STROZ FRIEDBERG AS PROCESSOR AND SERVICE PROVIDER

This Data Processing Agreement Exhibit ("**Exhibit**") forms part of the Agreement between Stroz Friedberg and Customer, and, accordingly, is subject to and hereby incorporates by reference the terms and conditions set forth therein. As between Customer and Stroz Friedberg, they apply, however, only if Customer is subject to DP Laws. Stroz Friedberg will take no action of its own that would cause Customer to have compliance obligations from DP Laws that Customer does not already have.

1. Definitions and Interpretation

1.1 In this Exhibit the following terms shall have the following meanings:

"Affiliate" means, with respect to a party, an entity that is Controlled by, Controlling or in common Control with that party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

"Agreement Personal Data" means any personal data or personal information (including any sensitive or special categories of data) that is processed under or in connection with the Agreement;

"Business Day" means a day except Saturdays and Sundays and public holidays in the United States of America;

"Data Subject" means the identified or identifiable person to whom the Agreement Personal Data relates.

"DP Laws" means any applicable data protection laws relating to the protection of individuals with regards to the processing of personal data or personal information including (i) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), from May 25, 2018, (ii) laws implemented by European Union member states which contain derogations from, or exemptions or authorizations for the purposes of, the GDPR, or which are otherwise intended to supplement the GDPR, (iii) Directive 2002/58/EC ("**ePrivacy Directive**"), as implemented by European Union member states or in the United Kingdom (as may be applicable); (iv) any legislation that, replaces or converts into domestic law the GDPR and/or the ePrivacy Directive (as may be updated or replaced) or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; (v) the California Consumer Privacy Act ("**CCPA**"); and/or and/or (vi) any corresponding or equivalent national laws or regulations including any amendment, update, modification to or reenactment of such laws;

"EEA" means the European Economic Area;

"EU Standard Contractual Clauses" means the standard contractual clauses for the transfer of personal data to processors established in countries outside of the EEA which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, as updated, amended, replaced or superseded from time to time by the European Commission;

"Personal Data Breach" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Agreement Personal Data processed under the Agreement;

"Stroz Friedberg Group" means Stroz Friedberg and any of its Affiliates from time to time;

"Sub-processor" means a processor engaged by Stroz Friedberg to carry out specific processing activities on Agreement Personal Data; and

"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.

- 1.2 The terms **"business," "controller," "personal data," "personal information," "processing," "processor," "sensitive personal data"** and **"special categories of data"** shall have the same meanings ascribed to them under the applicable DP Laws. Capitalized terms not defined in Section shall have the meaning ascribed to them elsewhere in the Agreement.
- 1.3 To the extent that the terms contained in this Exhibit conflict or are inconsistent with those terms relating to the same subject matter contained elsewhere in the Agreement, the terms contained in this Exhibit shall prevail.
- 1.4 Except as modified below, the terms of the Agreement shall remain in full force and effect.

2. Data Protection Obligations

- 2.1 The parties envisage that with respect to any Agreement Personal Data covered by GDPR processed pursuant to the Engagement services Stroz Friedberg provides under the terms of the Agreement, Stroz Friedberg acts as a processor on behalf of Customer who is a controller in respect of the Agreement Personal Data. Each party shall comply with DP Laws in respect of such processing.
- 2.2 Stroz Friedberg acknowledges and confirms that it will observe all applicable requirements of U.S. state or federal laws and/or regulations in relation to its processing of personal information. The parties agree that (i) Stroz Friedberg is not able to perform its obligations to Customer under the Agreement unless Customer provides personal data relevant to the Engagement services, (ii) such personal information is necessary to the performance of the services in support of Client's legal counsel regarding Customer's "business purposes" as that term is defined under applicable law, and (iii) such personal information is not provided to Stroz Friedberg in exchange for any monetary or other valuable consideration from Stroz Friedberg to Customer. To the extent Stroz Friedberg is a "service provider", or such similar term as defined under applicable law, Stroz Friedberg shall only retain, use, or disclose personal information under this Agreement for the specific purpose of performing the services under the Agreement.
- 2.3 Customer acknowledges and confirms that it uses reasonable efforts to ensure: (i) all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Engagement services and the performance of the Agreement or which is otherwise provided or made available to Stroz Friedberg shall comply with and have been collected or otherwise obtained in compliance with DP Laws, including by ensuring that there is a lawful basis for each processing activity which Client or Customer instructs Stroz Friedberg to perform in relation to Agreement Personal Data; (ii) Customer will take appropriate measures to ensure the information referred to in DP Laws including GDPR Articles 13 and 14, if applicable, is made available to relevant Data Subjects in relation to the processing by Stroz Friedberg, provided that Stroz Friedberg shall provide to Customer any information necessarily required by Client for these purposes, promptly at Customer's request; and (iii) all instructions given by Client or Customer to Stroz Friedberg in respect of Agreement Personal Data shall be in accordance with DP Laws. The information referenced in Section 2.3(ii) shall be provided in writing or, where appropriate, by electronic means in a concise, transparent, intelligible and easily accessible form, using clear and plain language as required by DP Laws including GDPR Article 12 if applicable.
- 2.4 Customer acknowledges and understands that Stroz Friedberg gathers data (including personal data) from Customer for (i) the delivery of the Engagement services; (ii) the management of Stroz Friedberg's relationship

with Customer, including the marketing of products or services to Customer which may be of interest to Customer, invoicing, the settlement of disputes and associated business; and (iii) the development of Stroz Friedberg Group's products and services (for example conducting benchmarking, market research, data analysis), for the purposes of which Stroz Friedberg shall process aggregated, de-identified data, and shall not publish externally or otherwise disclose any information which derives from Customer-originating data which would identify an underlying Data Subject or Customer without Customer's prior consent.

- 2.5 Customer acknowledges and understands that Stroz Friedberg shall act as a controller of any personal data which is covered by GDPR and which is processed pursuant to Section 2.4(ii)-(iii) and shall comply with DP Laws in respect of such processing.
- 2.6 Stroz Friedberg shall:
 - (a) process the Agreement Personal Data only in accordance with Customer's instructions as set out in this Exhibit or from time to time by written agreement of the parties, including as to the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of Data Subjects, in each case, which are more specifically set out in Exhibit A, unless required by law to act without such instructions, in which case Stroz Friedberg shall, to the extent legally permitted, inform Customer as soon as reasonably practicable upon becoming aware of any legal requirement which requires it to process the Agreement Personal Data otherwise than only in accordance with Customer's instructions; and
 - (b) ensure that any personnel, agents and/or contractors who process the Agreement Personal Data are subject to appropriate contractual or statutory obligations of confidentiality.
- 2.7 If Stroz Friedberg considers that any instructions from the Customer relating to processing of Agreement Personal Data may put Stroz Friedberg in breach of DP Laws, Stroz Friedberg will be entitled not to carry out that processing and will not be in breach of the Agreement or otherwise liable to the Customer as a result of its failure to carry out that processing.

3. Security

- 3.1 Stroz Friedberg shall implement appropriate technical and organizational security measures in relation to the processing of the Agreement Personal Data, which shall ensure a level of security appropriate to the risk including, as appropriate, (a) pseudonymisation and encryption; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of those measures.

4. Assistance & Personal Data Breaches

- 4.1 Taking into account the nature of the processing activities, and the information available to Stroz Friedberg, Stroz Friedberg will, upon written request, provide reasonable assistance to Customer in ensuring compliance with Customer's obligations, as applicable, under DP Laws with respect to:
 - (a) responding to requests by Data Subjects in relation to their rights under DP Laws;
 - (b) the performance of data protection impact assessments and prior consultation with a Supervisory Authority regarding high risk processing; and
 - (c) the deletion or return of Agreement Personal Data to Customer at the end of the term of the Agreement. The parties agree that copies of the Agreement Personal Data may be retained for Stroz Friedberg's legal and regulatory obligations, or record keeping, provided always that such copies will be retained in

accordance with DP Laws (and whereupon Stroz Friedberg shall become a controller of the relevant personal data contained therein).

- 4.2 Stroz Friedberg will, upon becoming aware, notify Customer without undue delay of any Personal Data Breach and will provide reasonable assistance to Customer in response to such Personal Data Breach, to enable Customer to meet its obligations under DP Laws as regards the notification to Supervisory Authorities and/or affected Data Subjects. For these purposes Stroz Friedberg will provide Customer such details as Customer reasonably requires (to the extent that these are known to Stroz Friedberg) regarding:
- (a) the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects affected;
 - (b) any investigations into such Personal Data Breach;
 - (c) the likely consequences of the Personal Data Breach; and
 - (d) any measures taken, or that Stroz Friedberg recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects.

The parties agree that the details set out under (a) to (d) above may be provided to Customer in phases, as the information becomes known to Stroz Friedberg.

5. Sub-Processors

- 5.1 Stroz Friedberg is hereby generally authorized by Customer to engage any Sub-processor, provided that Stroz Friedberg shall (i) ensure in each case that the Sub-processor is bound by data protection obligations that are substantially the same as, and in any event no less onerous than those contained in this Exhibit; (ii) subject to the terms of the Agreement (including but not limited to any limitations on liability agreed therein), remain fully liable to Customer for the performance of that Sub-processor's obligations; and (iii) provide details of all such Sub-processors to Customer upon written request. Stroz Friedberg shall notify the Customer of any intended changes concerning the addition or replacement of Sub-processors, thereby giving the Customer the opportunity to object to such changes. Notwithstanding anything to the contrary in the Agreement, the parties expressly agree that such notice may be provided via any medium (including but not limited to email, a public website or a web-based client portal), and that the choice of medium shall be determined by Stroz Friedberg in its sole discretion.
- 5.2 Customer agrees that Stroz Friedberg may continue to use those Sub-processors already engaged by Stroz Friedberg or any Stroz Friedberg Affiliates as at the date of this Exhibit provided that in each case as practicable Stroz Friedberg meets the obligations set out in Section 5.1 (i)(ii) and (iii) above.

6. Compliance & Audit

- 6.1 Stroz Friedberg shall, on written request, (i) make available to Customer information that is reasonably necessary to demonstrate compliance with Stroz Friedberg's data protection obligations under this Exhibit and (ii) allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by the Customer, but in each case only:
- (a) if such information and audits are in relation to the Agreement Personal Data processed pursuant to the Agreement; and
 - (b) to the extent that such information and audits are required under DP Laws;

and provided that Stroz Friedberg shall notify Customer in writing if it believes in good faith that the exercise of rights under this Section would infringe DP Laws.

- 6.2 Customer agrees that any audit or inspection requested in accordance with Section 6.1 above shall be conducted upon not less than fifteen (15) days' prior written notice, not more than once per calendar year, during normal business hours, causing minimal disruption and subject to Stroz Friedberg's obligations of confidentiality.
- 6.3 Notwithstanding Section 6.1, in the event of a Personal Data Breach, Customer shall be entitled on five (5) Business Days' prior notice to Stroz Friedberg, during normal business hours, causing minimal disruption and subject to Stroz Friedberg's obligations of confidentiality to carry out an audit of Stroz Friedberg to reasonably verify Stroz Friedberg's compliance with its data protection obligations under this Exhibit, subject to the requirements of Section 6.2.
- 6.4 Customer shall pay Stroz Friedberg's reasonable costs of providing information and allowing for audits in accordance with this Section to the extent that the provision of such information is not reasonably able to be accommodated within the normal provision of the Engagement services.

7. International Transfers

- 7.1 Only upon Customer's request, Stroz Friedberg may transfer and otherwise process or have transferred or otherwise processed the Agreement Personal Data outside the United Kingdom and EEA, including by any Sub-processor engaged in accordance with the Agreement, provided that such transfer is made in compliance with applicable DP Laws, including, if applicable, by adoption of EU Standard Contractual Clauses, certification under the EU-US Privacy Shield Framework, or such other international transfer mechanism approved under applicable DP Laws.
- 7.2 Notwithstanding Section 7.1 above, Stroz Friedberg may make international transfers without the consent, or prior knowledge of the Customer where Stroz Friedberg is compelled by law to make such international transfers and is prohibited, by law, from advising the Customer of the same.
- 7.3 Where necessary, the parties shall assist one another to comply with DP Laws requirements regarding international transfer, including where necessary, assisting one another to enter into such agreements, or documentation as may be required to in order to ensure that the DP Laws obligations regarding international transfers are met. In particular, Customer, as controller/data exporter, hereby authorizes Stroz Friedberg to enter into the EU Standard Contractual Clauses for and on its behalf.

Williamson County TX_Mullen_Stroz_SOW_2021117

Final Audit Report

2022-11-21

Created:	2022-11-21
By:	Rebecca Pruitt (becky.pruitt@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-2IyaeGMPtfCKcl6XV1LnCkBB9gVuAiT

"Williamson County TX_Mullen_Stroz_SOW_20221117" History

 Document created by Rebecca Pruitt (becky.pruitt@wilco.org)

2022-11-21 - 5:07:33 PM GMT- IP address: 66.76.4.65

 Document emailed to Bill Gravell (bgravell@wilco.org) for signature

2022-11-21 - 5:08:07 PM GMT

 Email viewed by Bill Gravell (bgravell@wilco.org)

2022-11-21 - 7:35:06 PM GMT- IP address: 66.76.4.65

 Document e-signed by Bill Gravell (bgravell@wilco.org)

Signature Date: 2022-11-21 - 10:46:56 PM GMT - Time Source: server- IP address: 66.76.4.65

 Agreement completed.

2022-11-21 - 10:46:56 PM GMT

