



THE
DATA
PROTECTION
COMPANY

Professional Services Agreement

Date:	12/08/2016	Return signed PSA with Purchase Order to: SafeNet, Inc. Attn: Michel Escalant Michel.Escalant@gemalto.com Phone:(301) 605-5729
Company:	Dell for Williamson County	
Address:		
Customer Name:		
Customer Phone:		
Customer eMail:		

Description of Services	[] See Statement of Work attached
Fixed price Professional Services Agreement for installation of a 12 ProtectFile licenses See SOW page 2	
Location of engagement	Onsite
Estimated start date	Upon Customer engagement

Pricing – fixed price agreement		[] See Statement of Work attached
Resource / Part#	Qty	Total
Key Secure ProtectFile License Installation Consulting Services, fixed price Part number# A7972810	158	\$13,746.00
SUB-TOTAL		\$13,746.00
Estimated expenses (invoice at actual)		N/A
TOTAL		\$13,746.00

In the absence of an executed professional services agreement between the parties, this Service Agreement, and performance of the professional services hereunder, is subject to all of the terms and conditions contained within SafeNet's Professional Services Terms and Conditions attached hereto as Exhibit A ("SafeNet Standard PS Terms") which are incorporated herein by reference.

CUSTOMER NAME HERE:

SafeNet, Inc.:

By: 

By: 

Printed: DAN A GATTIS

Printed: Hazem Adel

Title: County Judge

Title: Professional Services Director

Statement of Work

PROJECT SCOPE

- Review the Customer's file encryption requirements
- Review the Customer's security policies and procedures for file encryption
- Define the ProtectFile deployment configuration
- Schedule the ProtectFile installation and define the configuration tasks for the engagement
- Demonstrate encryption of files/folders
- Demonstrate encryption of file shares
- Demonstrate separation of duties
- Provide knowledge transfer of best practices in the scope of the services delivered
- Obtain services acceptance sign-off from the Customer
- Production go-live activities are not included in this services package
- Discuss applicability of other SafeNet services such as: training, research and development, data migration and key rotation optimization, security accreditation assistance, operational documentation, gap analysis, review of security policies and procedures, consultation on developing a 3 to 5 year plan, production implementation

PROJECT SCOPE EXCLUSIONS

The Professional Services described in this Service Agreement specifically do NOT include the following:

- Host physical configuration or operating system installation
- Installation of host software, such as operating systems or other software required to interact with the Customer management environment
- Any client software or storage configurations
- Execution of performance and/or stress tests
- Configuration of the network and/or VLAN's
- Installation and configuration of additional software
- Scripting or automating operational tasks for the KeySecure appliance

DELIVERABLES

- Review and validation of initial scope
- Implementation plan (if required)
- Verification test plan (if required)
- Build and configuration document
- Verification testing results
- Knowledge Transfer (KT)

PROFESSIONAL SERVICES PERFORMANCE CONDITIONS

- SafeNet will not be responsible for the loss or corruption of any Customer data or for any system outage.
- Except as may be purchased under a separate SafeNet support or service offering, SafeNet will not be responsible for any application or host system access that encompasses coding, *scripting, application analysis, system performance, troubleshooting, or applications logins outside of the services described in this Service Agreement.
- This Service Agreement applies to professional services only. Any and all hardware and software requested or needed by the Customer in relation to the professional services described in this Service Agreement, will be the sole responsibility of Customer to procure and prepare for SafeNet's performance of the professional services and will be purchased under its own written agreement.
- SafeNet reserves the right to subcontract any or all portions of the services that SafeNet is obligated to perform under this Service Agreement.

*Note: SafeNet has no obligation to provide support or maintenance in relation to customized scripts created in the performance of Services under this service agreement. Any and all future activity for trouble shooting, addition, or changes requested after Customer's acceptance of the services must be requested in writing by Customer and will be billed at SafeNet's then-current time and materials rate

CUSTOMER RESPONSIBILITIES

The performance of the SafeNet professional services described in this Service Agreement depends upon the Customer complying with the responsibilities set forth below.

- The Customer will ensure that all appropriate data backup is performed.
- All environment and operational requirements must be met prior to implementation.
- Security passes or other necessary documentation must be provided to SafeNet representatives who are performing professional services, permitting them to enter and exit the Customer's premises with laptop personal computers and any other materials needed to perform the professional services for the duration of this engagement.
- SafeNet representatives must be provided adequate access to necessary office space, equipment, telephones with external access, and a secure line for Internet access for the duration of this engagement.
- If the performance of this engagement requires electronic or network transfer of data, the Customer will provision and enable any network components or services required to facilitate the transfer.
- The Customer will assign necessary system administrators or staff members to be available for the duration of the engagement.
- The Customer will ensure that all documentation and information provided to SafeNet staff is accurate, complete, and up to date.
- The Customer is responsible for all network connectivity, performance, and configuration issues.
- The Customer will make appropriate system maintenance windows available for SafeNet (or authorized agents) as needed and requested by SafeNet to prepare for the engagement.

PROJECT DURATION

- The anticipated engagement start date is within two (2) weeks of the date that Customer's purchase order is accepted by SafeNet or upon another start date mutually agreed upon between the parties.
- Unless otherwise specified or agreed upon by SafeNet, the professional services described in this Service Agreement will be delivered on consecutive business days during normal business hours (8:00 a.m. to 6:00 p.m. Customer local time, weekdays). (Outside of the Middle East, weekdays are considered to be Monday through Friday, excluding local holidays.)
- Upon completion of the engagement, Customer will receive a Certificate of Completion for signature. If not signed within 5 business days from Customer's receipt, work will be deemed accepted, unless Customer submits a written notification of a service performance issue within 5 business days upon completion of the engagement.
- Non-business hours for the performance of T&M Services will correspond to weekends and week days after 6:00 p.m. and before 8:00 a.m. local Customer time; and will be subject to a daily service fee of \$2,700.
- Invoices shall be paid within 30 days of date of receipt.

PROJECT SCOPE EXCLUSIONS OR CHANGES

Any additions or changes to the project scope described in this Service Agreement must be mutually agreed upon in writing in a separate statement of work entered into between the parties.

FEE DESCRIPTION AND PAYMENT

- SafeNet requires a minimum two (2) weeks lead time to commence this engagement
- Prior to SafeNet performance of any professional services, SafeNet requires an executed purchase order from the Customer, acceptable to SafeNet. Invoices are issued upon SafeNet receipt and approval of the Customer's purchase order.
- Customer authorizes SafeNet to invoice for and shall pay additional amounts related to the performance outside normal business hours or consecutive days.
- Customer will pay invoices Net 30 from the date of the SafeNet invoice.

EXHIBIT A

1. **SERVICES.** SafeNet shall perform for Customer the services listed on the first page hereof ("Services"), and Customer shall pay SafeNet for the Services as indicated. The manner and means by which SafeNet chooses to complete the Services are in SafeNet's sole discretion and control. The Deliverables described in this Agreement will be deemed accepted upon delivery. The Services, the Deliverables and the methods and technology used by SafeNet to produce the Deliverables, described in section 3 below, are not works made for hire, and SafeNet, subject to the provisions of Section 3, shall retain all intellectual property rights to the Deliverables. The sale of any SafeNet products or licenses, and the fees therefore, shall be the subject of a separate agreement or agreements between SafeNet and Customer.

2. **INVOICING AND EXPENSES.** Unless otherwise agreed in the Agreement or the applicable Statement of Work, SafeNet will invoice Customer monthly for Services performed and expenses incurred. Amounts payable to SafeNet under this Agreement are payable in full without deduction (net of applicable taxes, costs and expenses) and Customer shall pay all such applicable taxes, costs and expenses (exclusive of taxes on SafeNet's net income) All amounts are in U.S. Dollars unless specified otherwise. Unless otherwise agreed in the Agreement, Customer shall reimburse SafeNet for all reasonable expenses incurred in the performance of the Services including, but not limited to, travel and living expenses. Customer shall also reimburse SafeNet for any other expenses incurred at the request of Customer, as well as additional amounts related to the performance of Services outside normal business hours or consecutive days. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3. **USE OF WORK PRODUCT.**

- 3.1 Customer obtains a non-exclusive, non-transferable, and perpetual right to use the work product delivered to Customer under this Agreement ("Deliverables") for the purpose outlined in the Agreement or applicable Statement of Work Customer shall not sell, license, publish, distribute, lease, rent or otherwise transfer the Deliverables or perform, display or otherwise use the Deliverables in the operation of a service bureau or for the benefit of third parties except as otherwise expressly provided herein.
- 3.2 Subject to Section 3.1, Customer shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code to any product or other data, materials, items and technology owned by SafeNet, Inc. or its affiliated companies or its or their licensors (collectively, the "Third Party Owners"), including, without limitation, the Deliverables.

4. **CONFIDENTIAL INFORMATION.** SafeNet and Customer acknowledge that each party may have access to certain of the other party's confidential and proprietary information in connection with the performance of the Services (the "Information"). Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Information, including those taken by such party to protect its own confidential information of a similar nature. Each party will use the other party's Information solely to fulfill the purposes of this Agreement. Neither party will have any confidentiality obligation with respect to any portion of the other party's Information that (i) it independently develops without reference to the Information, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission.

6. **ASSIGNED PERSONNEL.** Neither SafeNet nor its employees, agents, contractors, consultants, or representatives are or shall be deemed employees of Customer. SafeNet reserves the right to determine, replace or assign any of its employees, agents, contractors, consultants or representatives designated to perform the Services. During the term of this Agreement and for twelve (12) months afterward, Customer will not, except by general advertisement or with written consent, solicit for employment or employ SafeNet's employees associated with this Agreement.

7. **LIMITED WARRANTY.** SafeNet warrants to Customer that the Services to be provided under this Agreement will be performed by qualified personnel, subject to such supervision and reasonable instructions as may be provided or imposed by Customer, and will be of a quality reasonably expected of such qualified personnel. SafeNet's sole liability and Customer's sole remedy under this limited warranty shall be to re-perform or correct any non-conforming Services to the extent due to errors on the part of SafeNet, provided Customer notifies SafeNet of such non-conformance within ten (10) days after the completion of such Service or any defined portion or segment thereof. SAFENET MAKES NO OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS OF DESIGN, SATISFACTORY QUALITY, FITNESS FOR ANY SPECIFIC OR GENERAL PURPOSE, TITLE OR NON-INFRINGEMENT, ALL OF WHICH ARE, TO THE EXTENT PERMISSIBLE BY LAW, HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

8. **LIMITATION OF LIABILITY.** NEITHER SAFENET NOR ANY EMPLOYEE, AGENT OFFICER, DIRECTOR, CONTRACTOR, CONSULTANT OR REPRESENTATIVE SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL LOSSES OR OTHER DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH LOSSES OR DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SAFENET. SAFENET'S LIABILITY, IF ANY, FOR ANY CLAIM OR LOSS ARISING OUT OF, OR CONNECTED WITH, THE SERVICES, INCLUDING BREACH OF CONTRACT, WARRANTY, OR NEGLIGENCE, MAY NOT BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES, SHALL BE LIMITED SOLELY TO CUSTOMER, AND SHALL NOT EXCEED THE AMOUNTS PAID TO SAFENET BY CUSTOMER FOR SUCH SERVICES.

9. **ESTIMATES.** Except as otherwise specified in this Agreement or a particular Statement of Work, any estimates given by SafeNet including time of completion and costs are given in good faith, but are not to be construed as a guaranty or warranty by SafeNet, and no such estimate shall be deemed to change this Agreement into a fixed price contract. If a fixed price has been specified and agreed upon, SafeNet requires a minimum two (2) weeks lead time to commence the Services. If Customer requires the Services to be scheduled with less than two (2) weeks notice, Customer shall pay SafeNet actual expenses resulting from higher travel fees should they occur. If Customer reschedules the onsite engagement dates after SafeNet has booked travel, Customer shall pay SafeNet for any cancellation or change fees.

10. **GENERAL.** The first page of this agreement and the Terms constitute the entire agreement (the "Agreement") between SafeNet and Customer and supersede all other agreements, proposals, purchase orders, or representations, whether written or oral, relating to the subject matter. The terms and conditions of any purchase order or other instrument issued by Customer that are in addition to or inconsistent with this Agreement are null and void and are not binding on SafeNet. Any alterations, modifications or waivers must be in writing and signed by both parties. The waiver of any right in one instance shall not affect any rights or remedies in another instance. The laws of the State of Texas shall govern this Agreement, and any disputes regarding the Services shall be subject to the exclusive jurisdiction of courts sitting in the Williamson County, Texas. In the event Customer fails to pay any fee or cost to SafeNet when due (time being of the essence with respect to such payments), SafeNet shall be entitled to its costs of collection, including reasonable attorneys' fees. Any suit or arbitration action filed in an attempt to avoid payment of fees shall be deemed an action to collect fees for purposes of this Section. If, for any fiscal year, funds are not appropriated or defunded for Customer's obligations under this Agreement and such non-appropriation or defunding for this Agreement is memorialized in a Budget Order entered by the Williamson County Commissioners Court, this Agreement shall become void and Customer shall promptly give notice to SafeNet, Inc. of the non-appropriation of funds or defunding.