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**WILLIAMSON COUNTY  
ADDENDUM FOR  
FREEIT DATA SOLUTIONS, INC.**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS WILLIAMSON COUNTY ADDENDUM FOR FREEIT DATA SOLUTIONS, INC.** (“Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, **Freeit Data Solutions, Inc.** and (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

- A. Freeit Quote (No. 3592392);
- B. Cooperative Agreement DIR-CPO-4863; and
- C. This Williamson County Addendum.

**II.**

**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 the County receives the goods under the agreement; (2) the date the performance of the service under the agreement 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 the County 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 the County’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.

### III.

**Tax Exemption:** The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

### IV.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

### V.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Addendum will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

### VI.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered, including but not limited to all applicable laws, regulations, and standards pertaining to data protection and privacy. Any alterations, additions, or deletions to the terms of the Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

### VII.

**Termination:** This Addendum may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and good received.

### VIII.

**Venue and Applicable Law:** Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## **IX.**

**Texas Law Applicable to Indemnification:** All indemnifications of limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

## **X.**

**Severability:** In case any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## **XI.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

## **XII.**

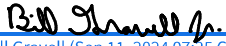
**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## **XIII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

WITNESS that this Addendum shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

  
Bill Gravell (Sep 11, 2024 07:25 CDT)  
\_\_\_\_\_  
Authorized Signature

Judge Bill Gravell, Jr.,  
\_\_\_\_\_  
County Judge

Date: Sep 11, 2024, 20  

**SERVICE PROVIDER:**

Freeit Data Solutions, Inc.  
\_\_\_\_\_  
Name of Service Provider

  
\_\_\_\_\_  
Authorized Signature

Dulari von Christierson  
\_\_\_\_\_  
Printed Name

Date: August 23, 2024

**Approved as to Legal Form**  
**JACQUELINE LENTZ**  
**General Counsel, Commissioners Court**  
Date: Aug 23 2024 Time: 1:15 pm

**Reviewed by Contract Audit**  
**SARA GREER, CGAP**  
**Contract Auditor**  
**Williamson County Auditor's Office**  
Date: Aug 23 2024 Time: 1:01 pm



DATA SOLUTIONS

**Williamson County**

Rory Tierney  
301 SE Inner Loop Suite 105  
Georgetown, TX 78626  
Ph: (512) 943-1457  
rory.tierney@wilco.org

**Quote Number:** [REDACTED]  
**Quote Date:** 8/20/2024  
**Expiration Date:** 9/19/2024

**Contract No:** DIR-CPO-4863  
**TAX ID#:** [REDACTED]  
**Term:** NET 30  
**FOB:** Destination

**Freeit Data Solutions, Inc.**

P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Leslie Spinks  
[REDACTED] [REDACTED]

Qty	Part Number	Description	List Price	Discount Percentage	Unit Price	Ext Price
<b>Varonis Subscription - 39mo Contract - Annual Payments</b>						
<b>Year 1</b>						
1501	VHCM-1501-2000SA	Varonis Hybrid + MDDR & Copilot SaaS Subscription - Year 1	\$535.00	77.58%	\$119.95	\$180,044.95
3	CL-1-5OS	Collector License - Year 1	\$6,492.62	77.58%	\$1,455.67	\$4,367.01
List Total:						\$822,512.87
DIR Discounted Total:						\$756,711.84
Shipping and Tax not applicable:						\$0.00
Additional Discount:						(\$572,299.88)
Year 1 Total:						\$184,411.96
<b>Year 2</b>						
1501	VHCM-1501-2000SA	Varonis Hybrid + MDDR & Copilot SaaS Subscription - Year 2	\$428.00	77.58%	\$95.96	\$144,035.96
3	CL-1-5OS	Collector License - Year 2	\$5,194.10	77.58%	\$1,164.54	\$3,493.62
List Total:						\$658,010.30
DIR Discounted Total:						\$605,369.47
Shipping and Tax not applicable:						\$0.00
Additional Discount:						(\$457,839.89)
Year 2 Total:						\$147,529.58
<b>Year 3</b>						
1501	VHCM-1501-2000SA	Varonis Hybrid + MDDR & Copilot SaaS Subscription - Year 3	\$428.00	77.58%	\$95.96	\$144,035.96
3	CL-1-5OS	Collector License - Year 3	\$5,194.10	77.58%	\$1,164.54	\$3,493.62
List Total:						\$658,010.30
DIR Discounted Total:						\$605,369.47
Shipping and Tax not applicable:						\$0.00
Additional Discount:						(\$457,839.89)
Year 3 Total:						\$147,529.58
<b>Year 1 Total:</b>						<b>\$184,411.96</b>
<b>3 Contracted Year Total:</b>						<b>\$479,471.12</b>

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-cpo-4863> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.