Attachment A

Critical Start Agreement

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement') is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Critical Start, Inc. with an address at 6100 Tennyson Parkway, Suite 200, Plano, TX 75024 ("CONTRACTOR" or "Critical Start" and, together with COUNTY, collectively, the "Parties" and each individually a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Virginia Butterfield at phone number (805) 568-2607 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Cory Cameron at phone number (858) 210-5803 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Onelia Rodriguez, County of Santa Barbara, 105 E. Anapamu Street, Santa Barbara, CA 93101
To CONTRACTOR: Critical Start, Inc. 6100 Tennyson Parkway, Suite 200, Plano, TX 75024; Attn: Legal

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") set out in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial accepted Statement of Work are attached hereto as Exhibits A and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by each Party's duly authorized designated representative.

4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services under all Statements of Work, but no later than June 30, 2026 unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR certifies that CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances. This Agreement states all remedies for warranty claims. To the extent permitted by law, the parties disclaim all other warranties. COUNTY understands that CONTRACTOR's Services do not constitute any guarantee or assurance that the security of COUNTY's systems, networks and assets cannot be breached or are not at risk. THE FOREGOING LIMITATION UPON THE TYPES OF DAMAGES AND AMOUNTS OF LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OR ANY INDEMNITY OBLIGATIONS STATED IN THIS CONTRACT.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. <u>TAXES</u>

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law.   CONTRACTOR   is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. <u>CONFLICT OF INTEREST</u>

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. <u>OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY</u>

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion (the foregoing, collectively, "COUNTY Data"). CONTRACTOR shall not release or disclose any COUNTY Data to any third party without the prior written approval of COUNTY in each instance. COUNTY grants CONTRACTOR a limited, non-exclusive license to use COUNTY Data during the Term solely to the extent necessary for CONTRACTOR to perform the Services hereunder.

CONTRACTOR will collect information from COUNTY in connection with CONTRACTOR's delivery of the Services, arising from and directly related to the log data, events, or alerts that CONTRACTOR receives from the COUNTY'S security controls that are within the scope of the Services being provided to the COUNTY hereunder as set forth in Exhibit A, including but not limited to, alerts from SIEM, endpoint protection (EP) platforms, endpoint detection and response (EDR), and other similar security controls ("Security Event Data"). COUNTY grants CONTRACTOR a limited, non-exclusive license to use and otherwise process Security Event Data during the Term solely for the purpose of performing the Services. CONTRACTOR may aggregate such Security Event Data for analytics purposes to develop, enhance, and/or improve its Services, provided that such Security Event Data is de-identified and cannot be attributed to or used to identify COUNTY, and CONTRACTOR shall attempt to, or allow any attempt(s) to, re-identify or de-aggregate such de-identified aggregated data.

CONTRACTOR will own all right, title, and interest in and to the Products (defined in Exhibit A-1) and Services. This Agreement does not transfer or convey to COUNTY or any third party any right, title or interest in or to the Products and Services or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with the Agreement. CONTRACTOR will retain ownership of all copies of the applicable written directions or policies relating to the MDR Services, which may be in paper or electronic format ("Documentation").

In addition, Customer agrees that Critical Start is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code (and any enhancements and modifications made thereto) contained within the Services and/or Products (collectively, the "Works"), developed by CONTRACTOR in connection with the performance of the Services hereunder and of general applicability across CONTRACTOR's customer base. During the Term, CONTRACTOR grants to COUNTY a limited, non-exclusive license to use such Works and MDR Reports (reports containing advisory data, threat data, vulnerability data, analyses, summaries, bulletins, and information made available to COUNTY in CONTRACTOR's provision of its Services) solely for COUNTY to receive the Services and for COUNTY's internal security purposes only. COUNTY acknowledges that any license to the Critical Start Products, Services, Works and MDR Reports expires upon the expiration or termination of the relevant purchase order or this Agreement. Notwithstanding the foregoing, CONTRACTOR permits COUNTY to download and retain any information provided to COUNTY in the MDR Reports as part of COUNTY's use of the Products and Services during the license term, and hereby grants COUNTY a worldwide, perpetual, non-revocable, royalty-free right and license to use, copy, disclose, distribute, and exploit such information for the COUNTY's internal and archival uses.

CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Works or the Services or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of any third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. <u>INDEMNIFICATION AND INSURANCE</u>

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

16. **<u>LIMITATION OF LIABILITY.</u>** The aggregate liability of CONTRACTOR under this Contract shall not exceed two times the amounts paid or payable under the Purchase Order giving rise to the claim. Except for CONTRACTOR'S indemnification obligations, CONTRACTOR will not be liable for any indirect, punitive, special or consequential damages arising out of or in connection with this Contract. This provision does not limit CONTRACTOR'S liability for death or bodily injury caused by CONTRACTOR'S negligence; acts of fraud; nor any liability which may not be excluded or limited by applicable law.

17. <u>NONDISCRIMINATION</u>

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

18. <u>NONEXCLUSIVE AGREEMENT</u>

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

19. <u>NON-ASSIGNMENT</u>

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

20. <u>TERMINATION</u>

A. <u>By COUNTY.</u> COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience**. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.

3. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. <u>By CONTRACTOR.</u> Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.

C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR . In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR , the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

21. <u>SECTION HEADINGS</u>

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. <u>SEVERABILITY</u>

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. <u>REMEDIES NOT EXCLUSIVE</u>

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

26. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

29. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. <u>SURVIVAL</u>

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. <u>ORDER OF PRECEDENCE</u>

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the numbered sections of this Agreement and Exhibits B, C, D, and E hereto, on the one hand, and CONTRACTOR's Terms, on the other, the COUNTY's terms shall take precedence and control, followed by (i) task orders or similar orders issued by a COUNTY department pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

Agreement for Services of Independent Contractor by and between the **County of Santa Barbara** and Critical Start, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
        Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
        Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Information Technology Department

By: *Chris Chirgwin*
        D97209A7A68A4A0...
Chris Chirgwin, CIO

CONTRACTOR:

Critical Start, Inc.

By: *Alese Pantalion*
        DAA79B55C8674AE...
Authorized Representative

Name: Alese Pantalion

Title: Legal Operations Manager

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Lauren Wideman*
        8F404D822C84450...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Robert Geis IV*
        02B49B53797F440...
Deputy

APPROVED AS TO FORM:

Risk Management

By: *Gregory Milligan*
        DC240AC1E64247D...
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR (also referred to herein as "Critical Start") shall provide to COUNTY the following MDR Services as described below:

CriticalSTART MDR for MSFT MDE 5,900 / M365D 4,700 — Year 1 + Onboarding

SKU	Description	Qty	MSRP	Unit Price	Amount
CS-MDR-SW-MDE-5000-9999	CriticalSTART MDR Service for Microsoft MDE including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 5000-9999 Endpoints	5,900	$50.29	$28.00	$165,200.00
CS-MDR-IMP-3000-5999	CriticalSTART MDR Implementation Onboarding Services 3000-5999 Endpoints	1	$19,980.00	$0.00	$0.00
CS-MDR-SW-MS365D-1-4999	CriticalSTART MDR Service for Microsoft 365D including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 1-4999 Users	4,700	$35.00	$23.00	$108,100.00
CS-MDR-IMP-USERS-3000-5999	CriticalSTART MDR Implementation Onboarding Services 3000-5999 Users	1	$19,980.00	$0.00	$0.00
	CriticalSTART MDR for MSFT MDE 5,900 / M365D 4,700 SUBTOTAL:				$273,300.00

CriticalSTART MDR for MSFT MDE 5,900 / M365D 4,700 — Year 2

SKU	Description	Qty	MSRP	Unit Price	Amount
CS-MDR-SW-MDE-5000-9999	CriticalSTART MDR Service for Microsoft MDE including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 5000-9999 Endpoints	5,900	$50.29	$28.00	$165,200.00
CS-MDR-SW-MS365D-1-4999	CriticalSTART MDR Service for Microsoft 365D including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 1-4999 Users	4,700	$35.00	$23.00	$108,100.00
	CriticalSTART MDR for MSFT MDE 5,900 / M365D 4,700 SUBTOTAL:				$273,300.00

CriticalSTART MDR for MSFT MDE 5,900 / M365D 4,700 — Year 3

SKU	Description	Qty	MSRP	Unit Price	Amount
CS-MDR-SW-MDE-5000-9999	CriticalSTART MDR Service for Microsoft MDE including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 5000-9999 Endpoints	5,900	$50.29	$28.00	$165,200.00
CS-MDR-SW-MS365D-1-4999	CriticalSTART MDR Service for Microsoft 365D including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 1-4999 Users	4,700	$35.00	$23.00	$108,100.00
	CriticalSTART MDR for MSFT MDE 5,900 / M365D 4,700 SUBTOTAL:				$273,300.00
				GRAND TOTAL	$819,900.00

1. MDR Service Platforms

The backbone of the MDR service is Critical Start's Zero Trust Analytics Platform ("**ZTAP**"), a cloud-native detection and response platform capable of integrating Security Alerts from multiple EPP/EDR/SIEM security products, including Microsoft MDR and Microsoft 365D ("Supported Products") that monitor and protect endpoint, server, user, identity, on-premises infrastructure, applications, hybrid, and cloud environments. ZTAP integrates using the Supported Product(s) public APIs to ingest Security Alerts generated by the Supported Product(s) into ZTAP, and then synchronize the alert status, verdict, and disposition back to the Supported Product(s) as part of the triage and investigation process.

ZTAP leverages Critical Start's Trusted Behavior Registry™ ("**TBR**"), the only purpose-built registry of known good behaviors, to help reduce false positives and other risks inherent to traditional Security Operations Center (SOC) services. ZTAP is utilized by Critical Start's teams of security analysts, threat researchers, and incident responders to aggregate, correlate, and analyze Security Alerts generated by supported modules within Endpoint Protection Platforms (EPP), Endpoint

Detection and Response (EDR), Extended Detection and Response (XDR) and Security Information and Event Management (SIEM) products. Through a process of analysis, events and alerts of interest generated by the Supported Capabilities (defined below) of the Supported Product(s) ("**Security Alerts**") are resolved, eliminating false positives, and then any Security Alerts that necessitate further analysis are converted to Alerts for the Critical Start SOC to review.

During the Term, CONTRACTOR shall provide COUNTY with access to ZTAP via a web browser or through the Critical Start Mobile**SOC**® native mobile app for iOS and Android devices available in the respective app stores, and MobileSOC shall provide an immediate view of the threats impacting COUNTY's network and enable full access to ZTAP functionality. During the Term and provided COUNTY has taken the necessary action to ensure COUNTY employees have downloaded the MobileSOC app, COUNTY shall have use of the MobileSOC app to investigate and respond to Security Alerts directly from COUNTY mobile devices, to collaborate remotely with full audit trails, and to isolate hosts, investigate endpoints, and effectively remediate threats.

2. Security Monitoring Investigation and Response

During the Term, CONTRACTOR shall provide COUNTY with the MDR Service to identify suspect activity within COUNTY's environment by eliminating false positives, simplifying the investigation, and expediting the response process. The MDR Service includes:

• Correlation and analysis of Security Alerts from the Supported Product(s).

• Investigation of alerts by Critical Start Security Operations Center (SOC) 24x7x365 using industry best practices, well-honed processes and playbooks refined over years of providing MDR Services.

• Leveraging the Trusted Behavior Registry, ZTAP automatically resolves known-good activity, reducing false positives.

• Alert enrichment provides additional context on IP addresses, file hashes, and domains names.

• Critical Start Threat Navigator, a Platform capability that maps threat detection content to the MITRE ATT&CK® Matrix Framework as the Supported Product(s), manages the deployment of custom, curated, and community threat detection content into your Supported Products consoles.
• Logging of platform user activity to support audit and compliance mandates.

3. Ongoing Service Deliverables

During the Term, CONTRACTOR shall provide COUNTY with the MDR Service that provides COUNTY with ongoing support services and deliverables to assist COUNTY with alerts generated by the Supported Product, investigating and responding threats, including:
• 24x7x365 SOC Monitoring and assistance with Security Alerts as defined in the Critical Start Customer Support Policy.

• Access to research published by the Critical Start Cyber Research Unit (CRU) to assist organizations in investigating threats, effective decision making, and assessing exposure to cyber threats. .

• Critical Start Threat Advisories providing COUNTY with awareness of emerging cyber threats, as well as actions COUNTY can take to mitigate risk.

• Custom threat detection content created by the Critical Start Cyber Research Unit.

• After onboarding is completed, Critical Start Customer Success shall serve as a key point of contact to ensure COUNTY is receiving the tools and support needed for continued success. Core functions include customer advocacy, facilitating adoption of ZTAP, helping to guide COUNTY to COUNTY's desired outcomes, and maximizing the value of partnering with Critical Start.

• Assistance, identification, and recovery for any outages related to Supported Product(s) and service delivery.

• Ongoing policy management and tuning for any new false positives.

• Updates to threat detection content developed by Critical Start.

4. Dashboards and Reporting

Understanding the overall performance, effectiveness, and efficiency of a security program is critical to maturing processes and practices. To aid in the monitoring of the MDR Service, Critical Start shall provide to COUNTY specialized dashboards and reporting to pre-designated contacts. These dashboards and reports shall include:
• Situation Awareness and urgent actions

• Recent Activity for security alert, investigation, and response metrics

• Measurement and performance management improvements for COUNTY's security analysts

- Performance indicators for Critical Start SOC efficiency and Service Level Agreement metrics

- Key performance indicators for technology effectiveness of the Supported Product(s)

- Threat Content Detection and Open/Closed alerts mapped to MITRE ATT&CK Matrix framework

5. Service Onboarding and Implementation

The Critical Start Onboarding Process has three stages and will assist COUNTY with the integration of COUNTY's Supported Product(s) into ZTAP and help COUNTY attain the most value from COUNTY's MDR Service and Supported Product(s).
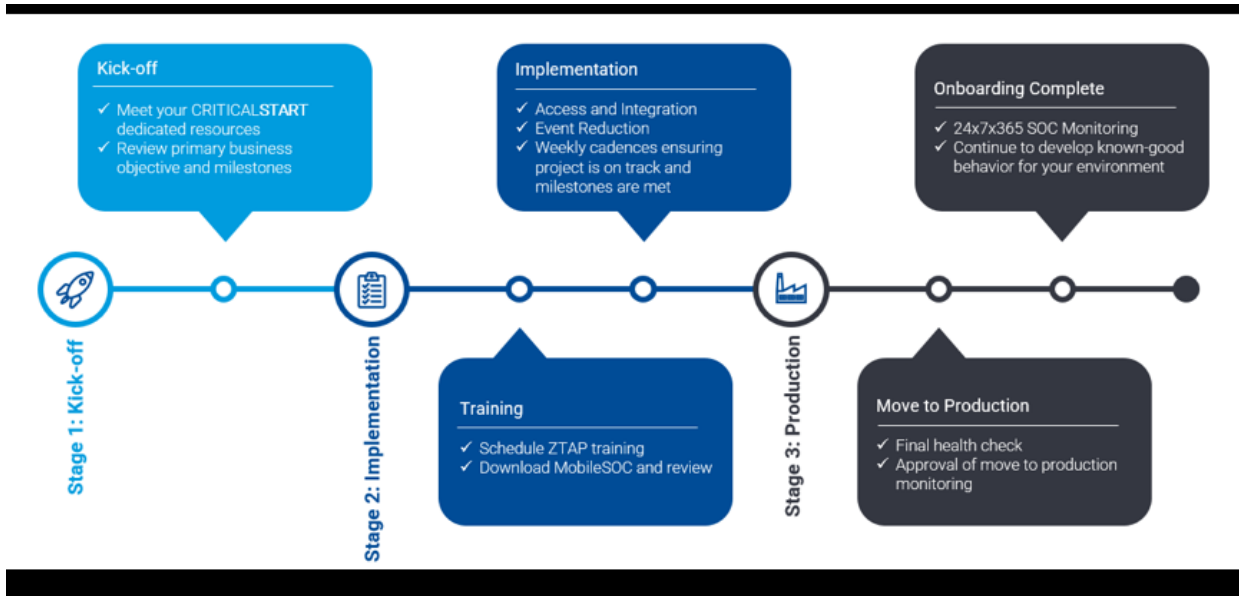
The onboarding process covers the project kick-off, service implementation, and when ready, a transition to production monitoring by the Critical Start SOC. Individual steps within the onboarding process described below may vary slightly based upon your network, business objectives and Supported Product(s).

6. Onboarding and Project Kick-off

During the project kick-off meeting, CONTRACTOR will thoroughly review COUNTY's objectives to confirm that CONTRACTOR understands COUNTY's objectives priorities, and shall provide COUNTY with an opportunity to meet the Critical Start team that will assist with the implementation process, receive an overview of the processes and systems CONTRACTOR uses, and for COUNTY to educate Critical Start about COUNTY's organization, team, network, and priorities. The project kick-off will include:

- Establishing cross-team communication channels.

- Establishing project milestones. Larger projects, such as those encompassing multiple sites or technologies may be further subdivided to ensure proper attention to each step of the onboarding process.

- Meeting the team of dedicated Critical Start cybersecurity professionals that will work with COUNTY during the implementation phase:
    - o **Onboarding Manager**: Manages the onboarding and implementation processes and shall be COUNTY's point of contact during the onboarding stage.
    - o **Implementations Engineer(s)**: Assists in configuration of the Supported Product(s) using best practices and the integration of the Supported Product(s) within ZTAP.
    - o **Customer Success Manager** (CSM): shall be COUNTY's primary contact for business operations and shall be COUNTY's advocate within Critical Start once COUNTY's service is transitioned to production.

7. Service Implementation

The implementation stage involves CONTRACTOR's integration of COUNTY's Supported Product(s) with ZTAP. During this stage CONTRACTOR shall confirm that CONTRACTOR understands COUNTY's organization, the state of the Supported Product(s) deployment, and shall use best efforts to help COUNTY maximize value hereunder, including, but not limited to, reviewing configuration and policies to help uncover and address any gaps in coverage, as well as providing

guidance and recommendations related to the Supported Product(s) based upon COUNTY's goals and priorities.

Critical Start shall tune the events generated by the Supported Product(s) with COUNTY to help adapt Service to the unique profile of COUNTY's environment and uncover any latent suspect activity within COUNTY's network requiring further investigation. Implementation may include the following activities:
- Recommendations for configuration changes and updates to the Supported Product(s) as recommended by the technology vendor and Critical Start experts.
- Recommendation for additional deployment of the Supported Product(s) as necessary to achieve COUNTY's objectives.
- Guidance on Supported Product(s) testing plan and deployment processes (if needed).
- Custom Critical Start threat detection content to facilitate the identification of threats.
- Baselining of network activity to help eliminate false positives and known good behaviors.
- Integration with COUNTY's support processes and/or ticketing system.
- End user ZTAP and MobileSOC training.
- Unless otherwise stated in the Rules of Engagement, Critical Start's response to identified threats will be to escalate to COUNTY's team for mitigation and remediation. This can be managed by COUNTY within ZTAP.

8. Handoff to Production

Once COUNTY's Supported Product(s)(s) have been integrated with ZTAP and configured in accordance with CONTRACTOR's and the Supported Product(s) vendor's best practices, the MDR Service will be ready to transition to a production state. Prior to the transition from an implementation state to a production state, CONTRACTOR shall conduct a final health check of the Supported Product(s) and its configuration to ensure it is ready for continuous monitoring. After the health check, if both COUNTY and the team of Critical Start cybersecurity professionals designated to perform the Services hereunder agree the Supported Product(s) is ready, and processes are in place to mitigate or resolve Security Alerts, the MDR Service shall be transitioned to a production state. Once the MDR Service is transitioned to a production state, CONTRACTOR shall continuously monitor, triage, and respond to Security Alerts detected by the Supported Product(s).

9. Customer Support

In addition to a dedicated assigned Customer Success Manager, COUNTY shall have access to Critical Start's Customer Support team via web, phone, and email channels. Access to Customer Support documentation, contacts, and training shall be provided by CONTRACTOR to COUNTY during Service onboarding.

Customer Support provides support for issues submitted and managed through CONTRACTOR's Issue Ticket portal and is composed of three support categories. The following provides a summary view of the categories and examples of different types of issues.
- a. Service Requests
  - Feature Request / Enhancement
  - New / Modify / Remove Access
  - Orchestration
  - Updated Notification Group
  - Allow / Block List / Exclusion
  - General Service Questions

- b. Change / Maintenance
  - General Change / Maintenance Request
- c. Incidents
  - Password / MFA Reset
  - SOC Tuning
  - Alert Investigation / Host Isolation
  - Detection Modification / Detection Investigation
  - Event Ingestion / Event Investigation
  - Product Outage
  - Other Account Issue
  - Other General Issue

Critical Start Support provides Service Level Objective response times for Severity 1 (Highest) and Severity 2 (High) Incidents and Account/Password Service Requests. Refer to the Customer Support documentation located in the Support Portal Knowledge Base.

10. Cyber Research Unit Overview

With the growing complexity of cyberattacks and ransomware incidents, success in the battle against cybercrime requires robust threat intelligence capabilities. As part COUNTY'S MDR Services, the Critical Start Cyber Research Unit (CRU) acts as an extension of the COUNTY team, amplifying the effectiveness of COUNTY'S Supported Product(s) and enhancing your overall security operations center (SOC) efficiency.

The Critical Start Cyber Threat Intelligence (CTI) Team consists of intelligence and technology experts from military, government, academic, and corporate backgrounds. This team is dedicated to capturing the full life cycle of intelligence production, from collecting and analyzing emerging threats to technical reporting, setting detection development agenda, and advising corporate security policy. The CTI Team scours various sources to obtain, interpret, and investigate the new and emerging threats to help protect COUNTY. The Critical Start Threat Detection Engineering (TDE) team uses this data to enrich information in ZTAP and add custom detections to Supported Product(s). The threat intel provided by the CTI team enriches our ability to quickly develop and deploy new detections to help prevent breaches and reduce attacker dwell time.

11. Cyber Threat Intelligence

Critical Start Cyber Threat Intelligence supports organizations through their intelligence maturation process. We are a community of solvers, generating trust and delivering results at every phase of the intelligence journey. We support in-house threat intelligence capabilities; build new data feeds; collect, analyze, and distribute timely intelligence on potential attacks; and provide global visibility on the threat landscape.

The Cyber Threat Intelligence team works with partners, both internal and external, reducing risk to our customers and the intelligence community at large. The team provides timely situational awareness, conducts deep analysis of threats, and translates indicators of threat into actionable information to reduce customer impact. Stakeholders include cyber-security response teams, internal lines of business, senior leadership, and external organizations such as law enforcement, industry peers and intelligence sharing partners.

With CTI support, you can better understand their risk profile, make informed decisions, and mitigate new threats.

12. Finished Intelligence Products

By using Critical Start's MDR Services COUNTY will have access to the data the CTI team creates and can leverage their knowledge to help improve COUNTY's security posture.
- Requests for Information (RFI) – COUNTY may initiate a request for information to assist COUNTY in answering questions to make informed decisions. An RFI is posed as a single question, with the goal of receiving intelligence required to support a decision. RFIs are initiated via the Critical Start Customer Support team. COUNTY may engage a Critical Start Cyber Threat Intelligence Analyst once per quarter.
- Weekly Intelligence Summaries – As the Critical Start threat intelligence team fulfills their intelligence requirements, they identify trends that warrant broader dissemination. These trends and emerging threats are communicated directly to Critical Start's customer base via weekly intelligence summaries. In these weekly reports, COUNTY will receive highlights and updates on key trends to be aware of, including updates on adversaries, campaigns, malware, breaches, and vulnerabilities. Our weekly intelligence summaries help ensure that COUNTY is kept up to date on key events.
- Threat Advisories – As critical situations and vulnerabilities emerge, the CTI Team will help ensure that COUNTY is up to date on the developments. New and emerging high-impact situations will be communicated directly to COUNTY through the ZTAP and MobileSOC bulletins.
- Threat Detection Content – The Critical Start Threat Detection Engineering (TDE) team continuously adds new detections to ZTAP that enable supported Endpoint, XDR and SIEM Supported Products to identify threats based on the latest threat intelligence curated by the CTI Team and other sources to help ensure we can help organization defend from the most pervasive threats.
  - o COUNTY may submit a Feature Request for Critical Start to create custom threat detection content. A Feature Request is not a contract or commitment to deliver the desired functionality. In many cases, Critical Start strives to deliver Feature Requests when possible.
  - o Custom threat detection content is the property of Critical Start, available COUNTY during the MDR Service subscription term and after MDR Service termination.
  - o Critical Start will provide a commercially reasonable effort to maintain custom threat detection content.
  - o COUNTY may request Critical Start to onboard COUNTY-provided custom threat detection content for MDR Service monitoring. Critical Start has certain technical functionality and performance considerations for all threat detection content which may implicate Critical Start's decision to act on COUNTY's request. If the request is

accepted, Critical Start will re-implement the detection logic of the COUNTY-provided threat detection as Critical Start-authored and maintained custom threat detection content available to all Critical Start customers.
o If COUNTY does not allow Critical Start to re-implement the detection logic of their custom threat detection content, the COUNTY-provided custom threat detection content may still be onboarded into the Critical Start Platform but all security alerts will be auto-routed to COUNTY without MDR service monitoring.

13. Monitoring, Investigation, Response, and Escalation

Critical Start is responsible for triaging, investigating, and either responding to or escalating Security Alerts and alerts generated by the Supported Products.

Response capabilities that make a change in the COUNTY environment (including but not limited to isolating a host, killing a process, quarantining a file, banning a hash, logging out a user, forcing a password change, initiating an anti-virus scan, and more) are delivered by technologies integrated into the ZTAP platform and the functionality available in the product consoles of the Supported Products.

• Any response actions outside of these capabilities are out-of-scope of the MDR Service and may require additional professional services, such as Incident Response.
• Before a specific Rules of Engagement ("ROE") document is defined and approved with COUNTY, the standard operating model is that Critical Start will not make any changes in the COUNTY environment.

Escalation of Security Alerts from Critical Start will follow an escalation path defined by COUNTY utilizing contact information provided by COUNTY during the onboarding process and stored in ZTAP. Security Alerts, regardless of severity level, are escalated as appropriate in accordance with the Service Level Agreement.

14. Critical Start Ongoing MDR Service Responsibilities

• Perform alert triage to determine the category and prioritization of the Security Alert.

• Conduct analysis and investigation of detected activity to determine if the Security Alert warrants further investigation, escalation, or remediation.

• Respond to Security Alerts according to defined processes defined ZTAP based upon type and nature of Security Alert. Note: prior to being defined, Critical Start will not take any automated or manual response actions without prior approval.

• Escalate the Security Alert, if necessary, in accordance with the terms herein and established SLAs. Critical Start follows the escalation paths COUNTY defines, utilizing contact information stored in ZTAP.

• Produce internal reports on Security Alerts and MDR Service workload metrics to include Security Alerts ingested, Security Alerts created, escalated, and overall Security Alert management. Additionally, reporting can include other pre-determined metrics around alert categorization, priority, and SLAs.

• Assist in identifying the potential impact of a Security Alert on COUNTY systems and, using data from the MDR Services, assist COUNTY in determining the extent of impact.

• Create playbooks to automate the classification of false positives and Security Alerts that as determined by COUNTY do not require escalation or are managed by the COUNTY team.

• Develop and implement proprietary detection rules to help defend against threats.

15. Out of Scope Work

Services not specifically listed in this document are outside the scope of the MDR Services specified in this Statement of Work ("Incremental Services"). Should any Incremental Services be necessary, Critical Start will notify COUNTY and an additional proposal will be provided to COUNTY for review. Incremental Services include but are not limited to incident response and remediation services and litigation support such as discovery requests and subpoenas as part of any legal proceeding.

Exhibit A-1 MDR Terms of Service

1. Definitions
"Portal" means the ZTAP and/or MobileSOC portal by which COUNTY accesses the MDR Services.
"Products" mean collectively, Documentation, the MDR Services, Software, Protected Information, and Portal, or a combination thereof.
"Protected Information" means user IDs, tokens, passwords, digital signatures.
"Security Breach" means confirmed use, accidental or unlawful destruction, loss or unauthorized disclosure of COUNTY Data or COUNTY confidential information.
"Services Commencement Date" means the point in time which is the earlier of (a) COUNTY receiving login details for the MDR Services from Critical Start; or (b) Critical Start establishing communication with the contracted COUNTY device(s) and/or any COUNTY network equipment; or (c) COUNTY login to the Portal.
"Service Level Agreement" or **"SLA"** means Critical Start's commitment to MDR Service availability and delivery as described in the relevant MDR Services description and further described below.
"Software" means software that is provided or made available by Critical Start under this Agreement for COUNTY's use.
2. MDR Services and Right to Access. The MDR Services purchased by COUNTY as described in this SOW will commence on the Services Commencement Date. CONTRACTOR will provide COUNTY with: (i) Protected Information, (ii) access to and use of Software and the Portal, as necessary for COUNTY to receive the MDR Services and Documentation. Upon COUNTY's acceptance of the Agreement, Critical Start grants to COUNTY a limited, nontransferable, royalty-free and nonexclusive license to access and use, during the term of the MDR Services only, the Products provided to COUNTY, subject to the restrictions set forth below.
3. Use Restrictions. COUNTY (i) will use the Products for its internal purposes and (ii) will not, for itself or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Products; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Software; (c) copy any Software or Documentation, except that COUNTY may make a reasonable number of copies of the Documentation for its internal use (provided COUNTY reproduces on such copies all proprietary notices of Critical Start or its suppliers); or (d) remove from any Software or Documentation any language or designation indicating the confidential nature thereof or the proprietary rights of Critical Start or its suppliers. In addition, COUNTY will not, and will not permit unaffiliated third parties to, (I) use the Products on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of any Software; or (III) assign, transfer, distribute, or otherwise provide access to any of the Products to any unaffiliated third party or otherwise use any Product with or for the benefit of any unaffiliated third party.
4. COUNTY Responsibilities. COUNTY understands that (i) Critical Start's performance of MDR Services is dependent in part on the COUNTY's compliance with the requirements of this Exhibit A, (ii) it is responsible for timely delivery of the items and information listed in the following sections of this Exhibit A, and (iii) it must perform the tasks, and provide access to COUNTY's employees, consultants, business processes, and/or systems as contemplated herein for Critical Start to be able to perform the MDR Services efficiently. The following COUNTY responsibilities are necessary to ensure Critical Start's ability to perform the Services:

- Provide reasonable assistance to Critical Start for performance under this Exhibit A, including helping trouble-shoot technical issues within the COUNTY's environment as well as any services provided by third parties to the COUNTY that may affect the delivery of MDR Services and providing Critical Start administrative access to the Supported Product(s) console for the duration of the MDR Service agreement.
- If applicable, provide a permanent, dedicated connection to support the execution of MDR Services. COUNTY is responsible for maintaining the functionality of COUNTY's components of this dedicated connection.
- Provide the necessary technical, license, and service information required for implementation prior to the commencement of MDR Services.
- Develop a network map detailing relevant aspects of COUNTY's network architecture and delivering it to the Critical Start team for their reference when troubleshooting.
- Define security policies to be enforced by the Supported Products.
- Provide Critical Start with accurate and up-to-date information including: the name, e-mail, landline, and mobile numbers for all designated authorized COUNTY point(s) of contact.
- Maintain notification groups and escalation paths to facilitate escalation of Security Alerts. Escalation of Security Alerts from Critical Start follows an escalation path defined by COUNTY and utilizes contact information collected during onboarding process and stored in ZTAP.

- Alert Escalation: Customer agrees to respond to all escalated Security Alerts in a timely manner, with the following best practices:
  - Respond to investigation comments provided by the Critical Start SOC analyst.
  - Escalate Security Alerts back to Critical Start for action or subsequent analysis by a SOC analyst.
  - Provide feedback and comments to Critical Start on the disposition of escalated Security Alerts, to help reduce the number of escalated Security Alerts and improve the efficiency of the MDR Service
- Customer must provide Critical Start at least twelve (12) hours in advance of any scheduled outage (maintenance), network, or system administration activity that would affect Critical Start's ability to perform the Service.
- Maintain current maintenance and technical support contracts with COUNTY's software and hardware vendors for any device affected by this Exhibit.
- Assign a Project Manager who is (i) responsible for all COUNTY aspects of the project, (ii) authorized to make all decisions relative to the Project, including identification and assignment of COUNTY resources, (iii) available to Critical Start MDR Services personnel throughout the Project, (iv) authorized to receive quarterly updates, and (v) responsible for acceptance of deliverables
- Assign a Project Sponsor who is available to Critical Start personnel through the life of the project and acts as an escalation point when conflicts cannot be resolved by the COUNTY Project Manager.

COUNTY is liable and responsible for each of the following: (i) the risk that results from non-compliance with any reasonable instruction provided by Critical Start as to the deployment, adjustment, or maintenance of any software, policy, or license; (ii) updating Critical Start as to any changes made to or needed from Services, which can include, but are not limited to, end point count, licensing requirements, and/or user accounts; and (iii) notifying Critical Start when deployed assets are invisible to or otherwise unavailable for monitoring. COUNTY acknowledges and agrees that the liabilities to be assumed by COUNTY pursuant to this section are intended to be independent of one another. COUNTY represents, warrants, covenants, agrees, and confirms that it will adhere to the terms of this provision and reasonable direction given by Critical Start that would affect Services.

5. Project Management. Critical Start may designate a project manager to oversee the integration project and ongoing communications, manage Critical Start resources, and be the COUNTY's primary contact with Critical Start regarding the on-boarding process, scheduled meetings, reporting and development or tuning requests. The Critical Start PMO may be contacted in the following methods:

Email	PMO@criticalstart.com
Toll Free 24/7 Support	(877) 684-2077 (Press 1 for Managed SOC)
Direct phone	(469) 609-8660

6. Scheduled Maintenance. Scheduled maintenance is any maintenance that is performed by Critical Start during a scheduled maintenance window (3:00AM CST – 3:30AM CST). Critical Start shall provide a 48-hour notice via the ZTAP platform for any high-impact changes, excluding any unscheduled emergency maintenance that needs to be performed for stability or security of the platform.

7. Open Source Intelligence and Endpoint Isolation. Critical Start utilizes open source intelligence resources and will perform Services as specified below.

a. **Open Source Intelligence.** Critical Start utilizes open source intelligence resources for dynamic and static analysis of unknown binaries and unknown files to improve analysis, detection, and response to security threats that may impact customer environments. These resources include, but are not limited to, VirusTotal and Palo Alto Networks Wildfire.

b. **Isolations.** Unless COUNTY opts-out, Critical Start will isolate potentially compromised machines. Critical Start will manually isolate the machine using the endpoint solution and notify COUNTY of the isolation via the alert write-up procedure for escalation. The machines will remain in isolation until the threat has been remediated or COUNTY has specifically indicated that they accept the risk and request Critical Start remove the isolation. Should COUNTY opt to have Critical Start remove isolation from an affected machine: (i) associated SLAs shall be suspended until the discovered threat has been remedied, and (ii) COUNTY shall waive all associated liability regarding the affected machine's removal from isolation. COUNTY hereby commits to identifying production impacting servers and assets that are not to be isolated unless COUNTY has given written authorization. Critical Start commits to isolating machines that are not on the authorized list only to prevent the spread of malicious code and lateral movement by suspected attackers. Critical Start will escalate all alerts that require isolation to COUNTY for their visibility and active feedback on the alert. Customers using endpoint

detection and response and/or endpoint protection solutions are advised that the MDR Services have the ability to isolate machines on COUNTY's network and can use that functionality to protect COUNTY's network. Isolated machines will lose all connectivity to all other devices on COUNTY's network.

8. Security. Critical Start shall notify COUNTY promptly (within 48 hours), upon becoming aware of a Security Breach. Critical Start shall, on an annual basis, have an audit conducted by a reputable and experienced accounting firm in accordance with the Statement on Standards for Attestation Engagements, Reporting on Controls at a Service Organization, developed by the American Institute of Certified Public Accountants and have such accounting firm issue a SOC 2 Type II Report (or substantially similar report in the event the SOC 2 Type II Report is no longer the industry standard) which will cover, at a minimum, the security policies, procedures and controls required by the Agreement (the "Audit Report"). COUNTY acknowledges that the Audit Report and other information provided by Critical Start pertaining to Critical Start's security controls that is labeled "CONFIDENTIAL" are considered Confidential Information of Critical Start and shall be treated by COUNTY in accordance with the terms and conditions of the Agreement.

9. True Ups. Critical Start may require COUNTY to initiate a true-up process at any time during the term if Critical Start determines that one of the following applies: (a) the number of endpoints in use by COUNTY exceeds the quantity of endpoints for which COUNTY has purchased license subscriptions hereunder, or (b) there is an increase in quantity of COUNTY endpoints monitored equal to the lesser of 100 endpoints or 10% of the initial endpoint count. Critical Start will initiate the true-up process by notifying COUNTY in writing, including the relevant details that support the true-up requirement; provided, however, that in no event shall the maximum aggregate amount of compensation payable by COUNTY to CONTRACTOR hereunder exceed the total contract amount set forth in Exhibit B to this Agreement plus 5%.

10. Decommission or Turn-Down of Services. Upon the earlier of the termination of this Agreement or of the applicable Service Order, COUNTY, at COUNTY's reasonable and customary expense, shall erase, destroy and cease use of all Software located on any COUNTY provided equipment. If the MDR Services contract is not renewed, COUNTY will have ninety (90) days from the date of termination or ninety (90) days from the date of contract expiration, whichever occurs first, to request a copy of COUNTY's archived data (the "archived data") from CONTRACTOR. Such requests may be submitted via e-mail. If COUNTY requests a copy of the archived data, CONTRACTOR shall transfer archived data to a COUNTY-owned AWS environment at COUNTY's reasonable expense. If this option is not available, COUNTY may request, and CONTRACTOR shall, download the archived data, at COUNTY's expense, (a) to a COUNTY designated location or (b) on encrypted media and shipped to COUNTY's specified location. Should the amount of COUNTY archived data be deemed by Critical Start to be too excessive to make available by download, Critical Start shall store the data on encrypted media and ship it to COUNTY's specified location, at COUNTY's reasonable expense. If COUNTY does not request the archived data within the 90-day period described above, Critical Start shall provide final written notice to COUNTY prior to the end of such 90-day period before permanently destroying all archived data no longer under a valid Services contract.

12. Out of Scope Services. COUNTY understands that any cybersecurity event detected during Critical Start's MDR Service onboarding process that requires Critical Start resources outside the scope of the MDR Services described in this Exhibit A shall be subject to a separate cybersecurity event response retainer and that additional professional services may be required for such an engagement; provided, however, that in no event shall COUNTY be charged for or obligated to pay for such separate retainer or additional professional services unless COUNTY agrees to same in an amendment to this Agreement set forth in writing and duly executed by COUNTY.

SERVICE LEVEL AGREEMENT

The service level commitments and remedies provided by Critical Start for the MDR Services and any associated COUNTY actions are described below.

1. Definitions

"Customer Alert" is an alert transmitted from COUNTY's security products (endpoint and SIEM) to Critical Start's MDR Service.

An **"Event"** is created when a Customer Alert is received by ZTAP.

"Median Time to Resolution" or **"MTTR"** is the median period of time to investigate Customer Alerts, measured after the last Security Alert related to the initial Customer Alert is added to the existing investigation. Measurement of MTTR includes Time to Detection, plus the total time spent for investigation and ends with escalation to the COUNTY or resolution of the Security Alert, if a determination is made by the SOC analyst that escalation to the COUNTY is not required.

"Monthly Service Fees" means the total monthly fees for the purchased MDR Service, excluding fees for any third-party product licenses and implementation services. The Monthly Service Fee shall be determined by taking the prepaid annual fee for the MDR Services, less the amounts for any third-party product licenses and implementation services and dividing that total by 12.

"Production Monitoring" means the point in time at which Critical Start has completed onboarding of a COUNTY asset to be monitored and has commenced monitoring of such COUNTY asset. COUNTY assets in Production Monitoring will be identified in the ZTAP dashboard and MobileSOC app.

"Security Alert" is created when an Event is determined by the Trusted Behavior Registry to be of unknown behavior. A Security Alert results in either (i) investigation by the Critical Start SOC, (ii) resolution by the Critical Start SOC or (iii) escalation to COUNTY for investigation. Multiple Security Alerts may be created from Customer Alerts from the same source if received within a two-hour period after receipt of an initial Customer Alert.

"Time to Detection" or **"TTD"** means the period of time calculated from the point an Event is converted to a Security Alert and ends when one of the following occur: 1) the Security Alert is assigned to an analyst, 2) the tag, priority, or a comment on Security Alert is changed, 3) the Security Alert category is changed to one that is marked Stop TTR/TTD.

"Time to Resolution" or **"TTR"** is the amount of time measured from the point in time a Security Alert is assigned to a Critical Start SOC analyst and ends when the analyst (i) responds to the Security Alert, (ii) resolves the Security Alert, or (iii) escalates the Security Alert to the COUNTY for investigation. TTR includes the time measured under TTD.

"Trusted Behavior Registry" is Critical Start's registry of known good behaviors.

"ZTAP" or **"Zero Trust Application Platform"** is the technology platform through which incoming Customer Alerts are processed, assigned and resolved.

2. Service Level Compliance. Critical Start's tracking of Service Level compliance starts after the point in time where the implementation and deployment process has been completed and COUNTY assets are in Production Monitoring. COUNTY will be notified (in writing or email) that MDR Services have transitioned from deployment phase to Production Monitoring. Service Levels will not apply and remedies will not be available during beta, evaluation, proof of concept, or testing of the MDR Service.

COUNTY is responsible for responding to Security Alerts escalated to COUNTY by Critical Start's SOC within three (3) working days from receipt of the escalation or communication. Critical Start relies on COUNTY's prompt response to escalated Security Alerts for resolution of open Customer Alerts and to improve ZTAP performance by eliminating future false positives. TTD and MTTR SLA compliance will not be tracked during periods of time when the COUNTY is not responding/has not responded to multiple requests to resolve Security Alerts.

Critical Start reserves the right to modify the SLA(s) set out below from time to time, in its reasonable discretion, by providing advanced notice to COUNTY; provided, however, that (a) no such amendments shall have any material adverse impact on the MDR Services, Service Levels or Service Level credits to be provided to COUNTY by CONTRACTOR hereunder; and (b) all such amendments are being effected with respect to all similarly situated Critical Start customers.

3. Exclusions from SLAs. The impact of any of the following items shall be excluded from the calculation of service level achievement.

- Traffic/events that do not reach the Critical Start SOC due solely to (i) the fault or delay of COUNTY or other reason outside of Critical Start control, (ii) a failure of the network environment, internet connectivity or traffic that does not generate a logged event.
- Service interruptions, deficiencies, degradations, or delays due solely to (i) COUNTY supplied Internet or private access; (ii) power, equipment, systems or services not supplied by Critical Start, (iii) equipment, configuration, routing event, or technology required for delivery of MDR Services that is under the management or control of COUNTY, (iv) COUNTY changes to the system specifications, (v) removal of a service component by COUNTY without a mutually agreed to change order or (vi) the acts or omissions of third parties engaged by COUNTY.
- Performance of necessary scheduled or emergency maintenance.
- COUNTY's noncompliance with any reasonable instruction provided by Critical Start as to (i) the deployment, adjustment, or maintenance of any software, policy, or license; (ii) recommended configurations on managed or unmanaged equipment that impacts the provision of MDR Services.
- COUNTY's failure to provide a suitable and secure environment for on-premise devices.
- Network, software, or server changes or outages to the managed services environment without reasonable prior notification that significantly impact event volumes. This applies to any assets that may affect the generation of and/or transmission capability of logs, and events or other activity which is monitored by Critical Start for security alerts.
- Any time period during which COUNTY or COUNTY-engaged third-party initiated testing of the MDR Services is taking place.

4. Service Level Agreement

SLA CATEGORY	DESCRIPTION	SLA
ZTAP/MobileSOC Availability	Availability of ZTAP/MobileSOC application to COUNTY. Availability is measured by the total number of minutes in the month minus the number of minutes the ZTAP/MobileSOC is unavailable during the month (adjusted for any scheduled downtime) divided by the total number of minutes in the month x 100.	99.9%
Individual Security Event Investigation – Time to Detection ("TTD")	Upon ZTAP converting an Event to a Security Alert, the Critical Start SOC will begin investigation and (i) respond to the Security Alert; or (ii) resolve the Security Alert; or (iii) escalate the Security Alert to the COUNTY within the SLA timeframe. TTD is measured by calculating the time elapsed between creation of Security Alert as shown in the ZTAP audit log and resolution of the Security Alert, either through the Critical Start SOC investigation or escalation to the COUNTY for investigation. The TTD timeframe in minutes is automatically calculated by ZTAP and annotated in the ZTAP audit log.	60 minutes SLA metrics are available in ZTAP and via the MOBILESOC app. SLA performance is measured each Monday-Sunday (UTC) period during Production Monitoring.

Monthly Median Alert Resolution Time SLA ("MTTR")	Time to Resolution ("TTR") is measured by calculating the total elapsed time from assignment of a Security Alert to a Critical Start SOC Analyst for investigation after the last Security Alert is added to the current investigation. This includes the Time to Detection plus the total time spent for investigation and ends with either (i) resolution of the Security Alert by the Critical Start SOC or (ii)escalation to the COUNTY or a determination is made that escalation to the COUNTY is not required. For a monthly basis, MTTR will be calculated as shown in ZTAP or in the MOBILESOC app.	60 minutes MTTR available in ZTAP and the MOBILESOC app

5. Service Level Credits. COUNTY shall receive credit(s) for Critical Start's failure to meet the Service Level outlined above within thirty (30) days of notification by COUNTY to Critical Start of such failure ("Service Level credits").

Service Level credits shall be calculated based on the Monthly Service Fees. For each instance during the Term of Critical Start missing any of the above SLA categories more than one time during any single 24-hour period, Critical Start shall provide a Service Level credit equal to prorated value of one day of the Monthly Service Fee for the affected MDR Service.

CRITICAL START ZTAP/MOBILESOC PORTAL AVAILABILITY AND NOTIFICATION SYSTEMS SLA: 99.9%

SYSTEM AVAILABILITY	CREDITS DUE COUNTY
99.8% - 99.9%	No Credit Due
99.5% - 99.79%	1% of the Monthly Service Fee
99.0% - 99.49%	3% of the Monthly Service Fee
98.5% - 98.99%	5% of the Monthly Service Fee
Less than 98.5%	10% of the Monthly Service Fee

INDIVIDUAL SECURITY EVENT INVESTIGATION SLA (TTD): 60 MINUTES

QTY OF ALERTS NOT MEETING TTD SLA	CREDITS DUE COUNTY
10 or less	No Credit Due
11 - 20 Alerts	5% of the Monthly Service Fee
21 or More	10% of the Monthly Service Fee

MONTHLY MEDIAN ALERT RESOLUTION TIME SLA (MTTR): 60 MINUTES

MTTR	CREDITS DUE COUNTY
MTTR > SLA for Calendar Month	15% of the Monthly MDR Service Fee

6. Service Level Credit Payment. COUNTY notification of the Service Level failure must be submitted to CONTRACTOR within thirty (30) days of such failure in order for COUNTY to be eligible for any Service Level credit. Critical Start will research the request and shall respond to COUNTY within thirty (30) days from the date of the request.

Any Service Level credits determined to be applicable to COUNTY shall be accrued by Critical Start against COUNTY's account and made available for COUNTY to apply against the next available invoice of fees during the Term, or, at the election of COUNTY's, paid to COUNTY as prorated reimbursement of the amounts paid by COUNTY to CONTRACTOR hereunder. Payment of Service Level credits shall be COUNTY's sole and exclusive remedy and Critical Start's entire liability for its failure to meet the Service Level commitments set out in this Service Level Agreement. THE FOREGOING LIMITATION UPON THE TYPES OF DAMAGES AND AMOUNTS OF LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OR ANY INDEMNITY OBLIGATIONS STATED IN THIS CONTRACT.

EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $**819.900.00** ("Maximum Contract Amount").

B. Payment for services the MDR Service subscription shall be made annually in advance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

C. ANNUALLY in advance of the subscription term, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements
(For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify and defend (with counsel reasonably approved by COUNTY) COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any third-party claim asserted against COUNTY except where such indemnification is prohibited by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement

Exhibit C

of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required

Exhibit C

documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

   i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
   iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Exhibit C