



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between THINKGARD LLC ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TIPS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 220105, as amended, (the "**Agreement**") with an expiration date of 05/31/2027.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

Compliance as a Service (CaaS - GRC) - Public Sector, ThinkGard - Governance, Risk, & Compliance (GRC) Implementation Service

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of \$84,250.00 ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract**- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ **Multi-Year Contract**-The Term shall be for three (3) year(s) expiring on 06/30/2027.

This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the _____ day of _____ 20____.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR DocuSigned by: THINKGARD LLC

By: Kevin Fuller
200550AB8BDA416...

Name: Kevin Fuller

Title: President

Date: 5/30/2024



City of Burleson, TX - Compliance as a Service (CaaS)

Quote created: May 17, 2024 Reference: 20240517-120929208

City of Burleson, TX

141 W Renfro St
Burleson, Texas 76028
United States

Tommy Ludwig

tludwig@burlesontx.com
(817) 426-9623

James Grommersch

jgrommersch@burlesontx.com
9522613221

Comments

This proposal for the City of Burleson, Texas includes pricing for ThinkGard's managed Compliance as a Service (CaaS).

Utilizing TIPS Contract #220105.

Brittany Rademacher - Sales Executive ThinkGard



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Compliance as a Service (CaaS - GRC) - Public Sector		1	\$2,312.50 / month	\$2,312.50 / month for 3 years

In the dynamic landscape of public sector organizations, the need for robust Governance, Risk, and Compliance (GRC) solutions is more critical than ever. Our tailored GRC solution for the public sector is a comprehensive platform designed to address the unique challenges faced by government entities in adhering to regulations, managing risks, and enhancing governance practices.

Key Features:

- 1. Regulatory Compliance for Government Entities:
 - Centralized hub for monitoring, assessing, and managing regulatory compliance specific to the public sector.
 - Ensures adherence to governmental policies and mandates.
- 2. Risk Identification and Assessment for Public Services:
 - Effective identification, assessment, and prioritization of risks to organization.
 - Quantification of potential impacts and likelihoods for proactive risk mitigation strategies.
- 3. Policy and Procedure Management for Government Operations:
 - Streamlined creation & distribution of policies and procedures.
 - Promotion of accountability and transparency in operations.
- 4. Government Audits and Assurance:
 - Housing all data and documentation needed for various audits.
 - Assisting in audit process, tracking findings, and generating comprehensive reports.
- 5. Incident and Issue Tracking for Government Transparency:

Item & Description	Quantity	Unit Price	Total
<ul style="list-style-type: none">• Centralized system to promote transparency and accountability.• Timely capture and analysis of incidents to uphold public trust.			
6. Workflow Automation for Government Efficiency:			
<ul style="list-style-type: none">• Improved operational efficiency through designed and implemented workflows of routine GRC processes.• Reduction of manual efforts, minimization of errors, and consistency in governance practices.			
7. Real-time Monitoring and Reporting for Accountability:			
<ul style="list-style-type: none">• Design & build real-time dashboards and customizable reports for insights into the GRC status of organization.• Monitoring of key performance indicators, compliance metrics, and risk trends.			
8. Collaborative Platform for Inter-Agency Cooperation:			
<ul style="list-style-type: none">• Fostering collaboration among different departments and agencies through an integrated platform.• Encouraging communication and knowledge-sharing to strengthen the overall GRC framework.			
Additional Feature: Security Framework Identification and Implementation:			
<ul style="list-style-type: none">• Assessment of current security posture and identification of gaps.• Strategic guidance to move the organization into a robust security framework.• Advisement of needed security measures to safeguard sensitive information and ensure resilience against cyber threats.			
Benefits:			
<ul style="list-style-type: none">• Government Compliance Assurance: Ensure compliance with regulatory requirements specific to the public sector, minimizing legal risks and ensuring good governance.• Enhanced Public Trust: Promote transparency, accountability, and responsiveness, rein-			

Item & Description	Quantity	Unit Price	Total
<p>forcing public trust in government entities and their ability to deliver essential services.</p> <ul style="list-style-type: none">• Operational Resilience: Strengthen the resilience of government operations by identifying and mitigating risks, ensuring continuity in the delivery of critical public services.• Efficient Resource Allocation: Optimize resource allocation through streamlined GRC processes, allowing organization to focus on priorities that matter most to the public. <p>Elevate your public sector governance, risk management, and compliance efforts with our tailored solution, including strategic support for moving your organization into a robust security framework.</p>			
ThinkGard - Governance, Risk, & Compliance (GRC) Implementation Service	1	\$1,000.00	\$1,000.00
<p>A one-time fee that includes implementation, deployment, and optimization of ThinkGard's GRC platform and service.</p>			

Monthly subtotal	\$2,312.50
One-time subtotal	\$1,000.00
Total	\$3,312.50

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Tommy Ludwig

tludwig@burlesontx.com

Verify to sign

Kevin Fuller

kevin@thinkgard.com

DocuSigned by:

Kevin Fuller

208550AB8DDA416...

Verify to sign

MANAGED CYBERSECURITY AGREEMENT TERMS

Term: This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 year(s), and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed to between the Client and THINKGARD in writing.

This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:

- Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
- Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client; Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, THINKGARD will, if requested by the Client, assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal the actual hard costs that ThinkGard incurred as result of this early cancellation. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD and client.

Services Provided: Includes the support and maintenance of a suite of Cisco security products listed in THINKGARD proposal, ongoing Managed Security Services and CyberSecurity Incidence Response services. THINKGARD will install any equipment if applicable. Incident Response services itemized in proposal.

Catastrophe Service: In the event of a breach, fees for consulting are included in Monthly Services Agreement.

Interference: Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.

Warranty: ThinkGard warrants: (1) it shall provide the Services in a professional, workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence; and (2) for ninety (90) days after date of delivery, the Services shall materially conform to their descriptions set forth on the proposal. These warranties are voided to the extent of any alterations to any Services are not performed or authorized by the Company. Client must bring any breach of these warranties to the Company's attention promptly in writing within thirty (30) days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, the Company may, at its election: (1) use reasonable efforts to re-perform such Services or to correct any defect, at no charge to Client; or (2) terminate the applicable Service and return of the fees paid by Client to the Company for such non-conforming Services (without interest). THE REMEDIES SET FORTH ABOVE SHALL BE CLIENT'S SOLE REMEDY AND THE COMPANY'S SOLE LIABILITY WITH RESPECT TO A BREACH BY COMPANY OF THE WARRANTIES SET FORTH IN THIS SECTION.

ThinkGard will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused as a result of ThinkGard's negligence or intentional misconduct, in which case ThinkGard's only obligation and Client's exclusive remedy is for ThinkGard to use commercially reasonable efforts to restore the Client Data from the most recent back-up. ThinkGard is not responsible for unauthorized access, alteration, theft or destruction of Client Data arising from Client's own or its Authorized Users' actions or omissions in contravention of the Documentation.

In the event that ThinkGard has determined that a Security Breach will or is likely to cause harm to the Client or an Authorized User, ThinkGard will, as promptly as practicable but in no event later than as

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required by law, provide Client with notice of the Security Breach. After initial notification, ThinkGard will keep Client updated at periodic intervals on the steps taken by ThinkGard to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Client to minimize potential damages. Such report will be provided promptly but no later than thirty (30) days following completion of the report. The Parties understand and agree that if ThinkGard is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused.

Confidentiality: Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.

Equipment and Facilities: Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.

Passwords: THINKGARD acknowledges that it must have remote access to perform their duties under this Agreement. THINKGARD will require a CCO (Cisco Connection Online) associated with customer's Cisco Security and licensing, to perform mutually agreed upon services.

No Third Party Beneficiary: Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.

Dispute Resolution: This Agreement shall be governed by the state and Federal laws applicable to the State of Texas, U.S.A.

Limitation of Liability: IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL THINKGARD OR ITS LICENSORS, PARTNERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR INTERRUPTION OF USE, LOSS OF DATA, DAMAGE TO NETWORKS, EQUIPMENT, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY), OR ANY AMOUNTS IN EXCESS OF THE ORIGINAL AMOUNTS PAID TO THINKGARD. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Force Majeure & Malicious Acts: THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.

Taxes: Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

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Warranty of Representative Capacity: Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

Severability: If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.

Additional Documents: The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Remedy Upon Client's Payment Default: Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law in Texas and/or the federal jurisdiction which includes said United States, Texas.

Understanding: The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.

Integrated Agreement: This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

Immigration: By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Texas.

By signing ThinkGard's Proposal, Client agrees to pricing and services terms indicated on proposal pricing pages.

Questions? Contact me



Brittany Rademacher

Sales Executive

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517-420-0434

ThinkGard

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Hoover, AL 35244