



City of Cooper City

SOC-as-a-Service Management and Monitoring Services

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PRESENTED BY

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Table of Contents

1	Project Scope	3
1.1	Project Description	3
1.1.1	Proposed Architecture:	3
1.1.2	In Scope:	3
1.1.3	Responsibilities	3
1.1.4	Project Sites	4
1.2	Service Description	4
1.2.1	Definitions	4
1.2.2	Solution Overview	5
1.2.3	Service Scope	5
1.2.4	ProVision Portal	6
1.2.5	VisionLink.....	7
1.2.6	Onboarding.....	7
1.2.7	Service Level Agreement	8
1.2.8	Customer Pre-Requisites	8
1.2.9	Exclusions	9
1.3	Out of Scope	9
2	Pricing Summary	10
2.1	Firm Fixed Price Project Change Control.....	10
	Appendix 1: Approval to Proceed with Project	12
	Appendix 2: WWT Managed Security Services Agreement	13

1 Project Scope

This Statement of Work (SOW) defines the services that World Wide Technology, LLC (WWT), will deliver to City of Cooper City (Cooper City or Customer). Each of the parties’ responsibilities is defined to provide a clear understanding of the scope of services.

This SOW is made part of the contract: OMNIA Partners Technology Solutions, Products and Services Contract #R210407.

The pricing submitted with this SOW reflects the services and responsibilities described herein. WWT will strive to meet Cooper City schedule requirements; however, actual project dates will be subject to availability of materials and resources and Cooper City’s attention to its responsibilities.

1.1 Project Description

Cooper City has engaged WWT to provide a SOW for ProVision Cybersecurity Services. The scope is outlined in the table below.

Customer detail	Cooper City
Recommended service	MSS – Monitoring & Alerting Services
Term	Thirty-Six (36) Months

1.1.1 Proposed Architecture:

Services will be delivered using the ProVision Cybersecurity Services Portal

1.1.2 In Scope:

Devices	Service Description	Quantity
Palo Alto PA-820	Monitoring and Management Service (Level 4) of one (1) (Single) (Large) Standard Firewall/VPN (3 year term)	1
Palo Alto PA-220	Monitoring and Management Service (Level 4) of one (1) (Single) (Small) Standard Firewall/VPN (3 year term)	4
AV - Carbon Black Defense	Monitoring and Management Service (Level 2) of one (1) (Single) (Medium 101-200 Users) AV/Endpoint (3 Year Term)	1
Servers – Windows/Linux	Monitoring and Management Service (Level 2) of one (1) (Single) Active Directory Server (3 year term)	2
Office 365	Monitoring and Management Service (Level 2) of one (1) (Single) (Seat) Office365/Auth (3 year term)	130

1.1.3 Responsibilities

The following list details WWT’s project management responsibilities for this engagement:

- Facilitation of the engagement kick-off meeting
- Management of project budget and Change Order process (if needed)

- Coordination of WWT personnel logistics
- Status report preparation and delivery on regular intervals as determined by Customer's engagement leader
- Ensure deliverables meet Customer's approval within the boundaries of the scope of the Engagement

Additional project management services beyond the responsibilities listed above can be provided at an additional cost and will be agreed upon prior to signature of this SOW.

1.1.4 Project Sites

- Remote

1.2 Service Description

1.2.1 Definitions

- *Alert*: A log received from the Device/Asset, parsed by VisionLink, and sent to ProVision
- *Client or Customer*: The Company procuring the managed service
- *Co-Management*: Both the Customer and WWT have full access to the Device/Asset for any changes or updates
- *Device/Asset*: A combination of hardware, software and licensing that is to be monitored/managed as part of the Service
- *Event*: An activity that has been identified by ProVision to represent a potential threat that warrants additional triage by the SOC analysts to determine the nature of the activity
- *Incident*: An activity positively identified as a breach in progress and warrants immediate engagement of Customer incident handling and response personnel
- *Log*: A record of activity written by a security device, network element, computing platform, etc. for such purposes as recording events, errors, status messages, or other operating details
- *OBQ*: Onboarding Questionnaire. A document or online tool to gather all the required information to set up the Service
- *Onboarding*: The activities and process to bring the Customer in to live Service
- *POC*: Customer point of contact for managed service
- *ProVision/Portal*: WWT's next-generation cloud-based managed services platform
- *Service Level*: Monitored, Managed or Co-Managed
- *SOC*: WWT global security operation centers with the primary SOC located in Overland Park, KS, and supporting operations centers located in East Hartford, CT and Farnborough, UK
- *Ticket*: Comes in various forms such as, but not limited to:
 - *Support Ticket* – Used to log and progress Tickets of a support nature (e.g., creation of a new user)
 - *Security Incident Ticket* - An activity positively identified for further investigation that warrants follow up (e.g., Suspected Security Issue)
 - *Change Request Ticket* – Used for creating requests for workload to be implemented (e.g., updating a set of Rules)
 - *Security Test* – Used for security testing services such as Penetration Testing, Vulnerability Assessment
- *VisionLink*: WWT Customer premise appliance responsible for log and security stream aggregation and processing as part of the cloud-based ProVision managed services platform

1.2.2 Solution Overview

SOC-as-a-Service has two (2) levels supporting Monitored and Co-Managed options as outlined in the table below. **The service level for this project is MA4.**

SOC-as-a-Service	MA2 Monitored	MA4 Co-Managed
Security Information Event Monitoring	Yes	Yes
ProVizion Web Customer Portal	Yes	Yes
Reporting	Yes	Yes
Alerting	Yes	Yes
Notification and Escalation	Yes	Yes
24x7x365 Analysis	Yes	Yes
Customer Full r/w access to infrastructure	Yes	Yes
Incident Remediation	X	Yes
Change Requests	X	Yes
System Upgrades*	X	☐
System Configuration Backup**	X	Option

1.2.3 Service Scope

- Hours of Operation: WWT’s managed services are delivered through WWT’s Global Security Operations Centers (SOCs) which operate twenty-four (24) hours per day, seven (7) days per week, and 365/6 days per year.
- Language Support: All Services, Portal and communications are in English language only.
- Monitoring: WWT will monitor and analyze the log stream from the Device/Asset under Service. The log source will vary dependent on technology but is typically syslog. Monitoring will be conducted 24/7/365. Customer shall make available log feeds for monitored devices, which will be sent to WWT’s on premise collector, VisionLink.
- Management: In addition to the monitoring, WWT will provide management services for the Device/Asset that include policy updates, rule base changes and any configuration changes as required for the operation of the service.

All WWT activities will be implemented remotely. In the event of issues that require physical or local access to the Device/Asset, Customer may at times be required for assistance to trouble shoot (e.g., system rebuild, power-cycle, reboot, or console access).

Alerting and Escalation: Log streams collected by VisionLink are parsed, normalized, and sent to the ProVizion threat engine for additional analysis. The business rules in the threat engine raise any suspicious logs or patterns of behavior to an Event. Event conditions that are deemed of interest or worthy of follow up will be brought to the attention of the Customer’s designated POC(s) by the creation of a Ticket within ProVizion. Events are classified in to 4 severities:

- Emergency – Existence of conditions which indicate a potential security incident has occurred
- Critical – Existence of conditions which indicate the presence of a potential security threat requiring attention
- Warning – Potential Incidents that may have been averted but warrant investigation and confirmation
- Informational – System and vendor information to bring additional context to higher priority Events

All progress of Incidents will be tracked within the ProVision Ticket. The SOC may also call the Customer depending on the severity of the Incident. Communication preferences are confirmed during Onboarding and can be adapted throughout the lifetime of the Service.

- *Ticketing:* Ticket types include but are not limited to the following: Security Incident, Support Ticket and Change Request. The assignee of a Ticket will always be a WWT SOC representative and if the status of the Ticket is set to “Waiting for Customer”, then the progress of the Ticket is the responsibility of the Customer’s designated POC(s).
- Tickets have four (4) severity levels as below:
 - *P1 Emergency – System down or potential security Incident that warrants urgent attention*
 - *P2 Critical – Significant impact that could lead in to a security Incident or system outage if not addressed*
 - *P3 Warning – Moderate loss of functionality or security that should be addressed*
 - *P4 Informational – Supporting information and notification of behavior*

The SOC Analyst will work closely with the Customer’s designated POC(s) to progress and resolve the Ticket where appropriate. If the Customer does not respond to the Ticket in a timely manner, WWT reserves the right to close the Ticket and tune out the logs to stop it reoccurring.

Tickets can be updated/progressed within the ProVision Portal or via email by responding to the Ticket update email that will get sent to all those set as a ‘Follower’ within the Ticket.

- *Followers* can be automatically assigned for all Customer Tickets or individually depending on the actual Ticket. ‘Followers’ are confirmed during Onboarding and can be adapted throughout the lifetime of the Service
- *Log Retention:* WWT stores ProVision security stream data consisting of processed log information (Alerts) for a minimum period of one (1) year unless otherwise specified in the Service Initiation Document (SID). Ninety (90) days of Alerts are available and searchable online in the ProVision Portal with the additional nine (9) months being stored on offline storage. Additional storage requirements are available on request
- *Additional Checks:* WWT can apply additional checks to a Device/Asset depending on requirement. These checks include ICMP (Ping), HTTP, HTTPS, and SSH. Any additional checks are confirmed during Onboarding and can be adapted throughout the lifetime of the Service

1.2.4 ProVision Portal

WWT provides the ProVision Portal for access to the Service. The Portal is the interaction between the SOC Analysts and the Customer. Through the ProVision Portal, Customers can:

- View Dashboards for summary of Service
- Manage Devices/Assets and system inventory
- View and search Alert logs and Events
- View and update profile information
- View and update Customer information
- Access Reports
- Search, update and manage all types of Tickets
- Access appropriate Knowledge Base articles

WWT provides a multitude of preconfigured reports that are all available in the ProVision Portal. Reporting is very flexible, including custom and quick date ranges, Device/Asset or Account information, tabular or graphical view in a variety of different formats including bar graphs, line graphs, heat maps and more. Reporting includes but is not limited to:

- Monthly Management Report (Overview of Service for the monthly period)
- Estate (Users, Managed Assets/Devices)
- Tickets (Management Report, Support Tickets, Security Tickets, Change Requests)
- Authentication (Management Report, Summary Report, By User, By Device, By Disabled Accounts)
- Accounts (Created, Disabled, Deleted, Enabled, Locked, Password Activity)
- Security Analysis (Management Report, Events, Log Messages, Anti-Virus, Policy Changes)
- Traffic (Management Report, Dropped Traffic, By Source, By Destination, By Destination Port)

Additional Reports can be requested during Onboarding and can be adapted throughout the life-time of the Service (subject to availability of data). With the aim of continuous improvement, WWT reserves the right to add/remove/change the reporting in the ProVision Portal.

1.2.5 VisionLink

All WWT managed services require VisionLink, which works as the log collector. VisionLink is typically located on the Customer site and receives the log stream of the Device/Assets associated with the Service. VisionLink comes in two (2) formats:

- Hardware appliance
- Software / Agent that is installed on to a customer provided VM infrastructure

VisionLink Appliance: This will be hardware supplied by WWT to be installed at the Customers site. Connectivity must be provided according to the VisionLink Installation Guide and is set up during Onboarding. If the hardware appliance should fail and require RMA, it is the Customers responsibility to package and return it to WWT. WWT will supply replacement hardware.

VisionLink VM: WWT will either provide the image for the VisionLink to the Customer for installation or Customer will provide the resources in a VM for WWT to install the VisionLink Agent. Specifications for the VM will depend on the number of Devices/Assets in the Service and will be worked out during Onboarding but is typically Quad-core, 1TB HDD and 4GB Memory. The VisionLink agent is installed on Ubuntu 18.04 LTS (or later approved system). It is the Customer's responsibility to ensure that the VM is available for the Service.

1.2.6 Onboarding

WWT will work with the Customer to bring all Devices/Assets in to live Service during the Onboarding process. This is typically 30-60 days but will depend on the size of the estate and commitment of resources. The Onboarding consists of two (2) parallel streams:

- *Technical* – to set up the infrastructure required for the service. This includes Installation of VisionLink, collection of logs, creation of Events and Tickets, Portal training

- *Information Gathering* – to provide as much context as possible to enrich the analysis. This involves either completing a document or online tool to gather all the required information to set up the Service. Areas covered are contact details, facilities, network design, topology, platforms, apps, and users

Once the Onboarding is complete, the Service is considered live. All this is handled and communicated through the Onboarding Process.

1.2.7 Service Level Agreement

WWT's ProVision Customer Portal is guaranteed available 99.9% of the time over a one-year period and measured annually.

- *SLA Exceptions:* The following exclusions are not included in the SLA calculation:
 - Scheduled maintenance work required by WWT
 - Change management requirements affecting managed devices
 - Circumstances beyond the reasonable control of WWT
 - Network or policy changes to a managed device not performed by WWT
 - Loss of connectivity due to Customer connectivity issues or Customer managed issues
- *SLA Failure Rebate:* At the *Customer's* request, WWT will pay a rebate each year (following each 12 months of service) if the SLA is not met
 - Customer must log the request for a rebate as a Ticket in the ProVision Portal within thirty (30) days of the proposed missed SLA
 - Payment will be calculated as a half day of managed service value for every whole hour the SLA is missed
 - Rebates cannot exceed 10% of the total annual service charge for the managed device
- *Maintenance Window:* With the unique ProVision infrastructure, it is very rare that Maintenance Windows are required that incur an interruption to the Portal or Service. Should there be a requirement for a period of time to conduct any maintenance, WWT reserves the right to communicate that Maintenance Window in advance through the notification system in the Portal

1.2.8 Customer Pre-Requisites

The following requirements must be confirmed by the Customer for the operation of the Service.

- *Device/Asset* – suitable infrastructure to be included in the Service
- *Software License/Subscriptions* – any Device/Asset in the Service must have the appropriate full manufacturer's product license and subscriptions for the duration of the Service
- Device/Assets of Software that are considered end of life by the manufacturer are not covered by the Service
- *Hardware Support* – All Devices/Assets must have the appropriate full manufacturer's support for the duration of the Service
- *Software limitations* - only the manufacturer's application(s) and operating system are to be run on the Asset/Device
- *Security Operation* – All Devices/Assets that are brought in to the Service must contain a valid rulebase or configuration to protect the security of the Service. WWT reserves the right to audit any such configurations and remedial work may be required to address any issues

- *Connectivity* - Customer will ensure Customer-side access and connectivity to all Device/Assets as appropriate. WWT is not responsible for resolving Customer's Internet Service Provider (ISP) outages, or issues with Customer's internal network or computing platform infrastructure
- *Log Stream* – typically syslog or SNMP but dependent on Vendor. It is the responsibility of the Customer to ensure the log stream is directed at VisionLink for Service operation
- *Customer Point of Contact (POC)* – The Customer is responsible for providing WWT a primary point of contact (POC). The POC will provide access to knowledgeable technical staff, and/or third-party resources, to assist WWT with any hands-on support or working with third-party vendors

1.2.9 Exclusions

The following (without limitation) are not included in the Service:

- *Site Visits (on-site Support)* - Any site visits by WWT are not included with the Service. Any required visits can be negotiated under a WWT professional services agreement
- *Services for Device/Assets not covered within the Service*
- *Remedial work* – Any issues caused by Customer initiated Changes or failed Changes are not covered by the Service

WWT operate a Fair Use Policy for the number of Tickets and Change Requests used in the Service. There is no limit on the number of Security Incident and Support Tickets used but WWT reserve the right to review the volume of Change Requests per Customer if it is determined that the Change Requests are being improperly used.

1.3 Out of Scope

The following items have been determined to be out of scope relative to this SOW and are identified in order to avoid any confusion.

- WWT does not require access to or receipt of any personally identifiable information, protected health information, sensitive Customer information or other structured personal or sensitive information as defined by applicable data protection laws (“Protected Data”) in its performance of the Services hereunder. Access to or receipt of any Protected Data is expressly out of scope under this SOW. As such, Customer will not provide WWT with Protected Data or access to Protected Data hereunder and any such receipt or access will require prior agreement by both parties to determine applicable controls, processes, security measures, or other requirements
- Any work not specifically listed as a task in this document is considered out of scope
- No formal training will be provided

2 Pricing Summary

This is a Firm Fixed price project as described above. Costs for hardware and software are not included in WWT’s fees. Work will be performed remotely.

The firm fixed labor budget for this work is as follows:

Professional Services

Project Name	Price
Management and Monitoring Services (3-year term) for: <ul style="list-style-type: none"> ▪ **One-time Setup and Onboarding ▪ One (1) Large Palo Alto PA-820 firewall – Level 4 ▪ Four (4) Small Palo Alto PA-220 firewalls – Level 4 ▪ One (1) Medium (101-200) end-users Carbon Black AV – Level 2 ▪ Two (2) Active Directory servers – Level 2 ▪ One hundred and thirty (130) Office365 seats – Level 2 	\$134,665.00

Estimated Resources and Hours	Rate	Hours	Price
▪ Project Manager	\$229.00	117	\$26,793.00
▪ Sr. Security Engineer > 6 months	\$202.00	273	\$55,146.00
▪ Security Engineer > 6 months	\$157.00	468	\$73,476.00
Sub-Total			\$155,415.00
<i>Discount</i>			<i>\$20,750.00</i>
Total			\$134,665.00

*Note:

- Pricing shown in U.S. dollars. Pricing is valid for ninety (90) days from the date of the SOW
- Taxes are not included in the above pricing
- An invoice will be generated annually in advance
- **Onboarding (one-time costs) will be billed upon execution of this SOW
- Payment Terms are net-45 days from WWT invoice date

2.1 Firm Fixed Price Project Change Control

- If Cooper City requests a change in the project schedule after the schedule has been mutually agreed upon between Cooper City and WWT, a change order will be required to proceed as follows:
 - If a project schedule delay is requested during the course of the project, then Cooper City will be subject to a change order. If the change order impacts the budget, a fixed-price change order commensurate with the cost impact will be presented by the WWT Project Manager
 - If the project is suspended or delayed for more than two (2) weeks during the course of the project, then Cooper City may be subject to a change order. If the change order impacts the budget, a fixed-price change order commensurate with the cost impact will be presented by the WWT Project Manager. Project resumption will occur in a date mutually agreed upon between WWT and Cooper City

- Only changes that materially impact the project scope or schedule will be billable to Cooper City
- All change orders will be presented and explained by the WWT Project Manager. All billable change orders will be a fixed-price commensurate with the cost impact of the scope and/or schedule changes
- If the project is delayed for thirty (30) days or more for reasons outside of WWT's control, WWT reserves the right to invoice Cooper City for work performed up to the date of the delay

Appendix 1: Approval to Proceed with Project

The undersigned parties each understand and agree that this SOW accurately sets forth the services that WWT will provide Cooper City.

Following receipt of signed SOW and Cooper City's Purchase Order*, a WWT Project Manager will be in contact to discuss next steps. WWT requires a minimum of four (4) weeks' notice to begin project implementation from date of receipt of signed SOW and Cooper City's Purchase Order*. WWT price quote is valid for ninety (90) days from date of this SOW.

(Signature)	(Print Name)	Date
City of Cooper City		
<i>David A Murphy</i> David A Murphy		
(Signature)	(Print Name)	12-2-21
World Wide Technology, LLC		Date

Please return all pages of this signed SOW and Purchase Order* to your WWT Account Manager.

Customer Contact Name	
Customer Contact Title	
Customer Phone Number	
Customer Email Address	
Project Site Address	

*If this form is not accompanied by a Purchase Order, please complete the information below:

Customer Bill to Address	
Customer A/P Representative Name	
Customer A/P Representative Email	
Reference # (for invoicing) if not Purchase Order	

Unless the parties have an executed Master Agreement governing the performance of services hereunder, the terms and conditions contained in the following link shall apply to this SOW.

<https://www.wwt.com/standaloneterms-us>

Appendix 2: WWT Managed Security Services Agreement

1. **Service Terms and Conditions** This service agreement (“Services Agreement”) constitutes a binding contract between _____ (“Customer”) and World Wide Technology, LLC (“WWT”) (individually, a “Party” or collectively, the “Parties”) for WWT’s provision of security services (“Security Services”) and/or services such as, but not limited to those detailed in the Statement of Work and related documents (the “SOW”) attached hereto as Exhibit A (the “Services”). WWT may provide Services itself or through any subcontractors identified in Exhibit A (each subcontractor so identified hereinafter referred to as a “Subcontractor”). Customer consents to WWT’s use of all identified Subcontractors to provide the Services. The Parties agree that this Services Agreement shall govern over any conflicting provisions in any Agreements (as defined below) between the Parties, including but not limited to any conflicting terms in the SOW.
2. **Payment Terms.** Notwithstanding any conflicting provisions in any and all agreements between WWT and Customer (including but not limited to any purchase order or its terms or any master agreement or other terms of sale), or the agreement(s) under which any Services described above are provided (such provisions, purchase order, terms or agreements, collectively, the “Agreements”) the parties agree that Customer shall make the Payments as set forth in the SOW regardless of any invoicing requirements in the Agreements. Customer agrees to pay for all Services performed by WWT in the amounts set forth in the SOW. In addition to the fees for the Services prescribed under the SOW, Customer shall reimburse WWT for all reasonable out-of-pocket expenses, including lodging, travel and meals when such expenses are approved in writing in advance by Customer and are incurred in connection with WWT’s performance of the Services. Customer agrees to reimburse WWT for any special or unusual expenses incurred at Customer’s request. Unless otherwise specified in the SOW, Customer will be invoiced monthly for Services rendered in the prior month. All invoices are due and payable in full upon receipt. All charges and rates set forth in the SOW are exclusive of goods and services, sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental body on the provision or receipt of the Services or in connection with any related or contemplated transactions. Such taxes are the responsibility of Customer and may be billed to Customer as a separate line item on each invoice. All charges and rates are subject to change by WWT upon ninety (90) days’ prior written notice.
3. **Service Terms.** The Services are subject to and governed exclusively by this Services Agreement and the terms of the SOW. WWT shall itself or through a subcontractor perform the services set forth in the SOW in accordance with the terms of this Agreement. WWT shall assign a sufficient number of personnel to provide the Services. Should any of WWT’s personnel (each a “Consultant”) be unable to perform the scheduled Services because of illness, resignation or other causes beyond WWT’s control, WWT will replace such Consultant within a reasonable time, but WWT shall not be liable for failure to replace such Consultant within the schedule. WWT will perform Services during the hours specified in the SOW, Monday through Friday excluding WWT holidays. Customer may request in writing extended hours beyond the normal hours of service at the prevailing surcharge rates. Customer shall furnish WWT, at Customer’s expense, all technical data and information as may be determined by WWT to be necessary for the performance and delivery of the Services. Customer shall grant WWT such access to its system as WWT may require for the performance of the Services, and Customer shall be responsible for ensuring that its system is configured and secure as may be required for the performance of the Services. WWT shall not be liable for any delay or failure to perform any of the Services set forth in a SOW or obligations set forth herein due to causes beyond its reasonable control; and performance times shall be extended for a period of time equivalent to the time lost because of such delay.
4. **Warranty.** WWT warrants that the Services shall materially conform to the service descriptions in the SOW. WWT OFFERS NO OTHER WARRANTIES REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED OR ANY CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER AGREES CUSTOMER HAS MADE ITS OWN INDEPENDENT DETERMINATION ON THE SUFFICIENCY AND ADEQUACY OF THE SERVICES PURCHASED HEREUNDER AND IS NOT RELYING ON WWT IN MAKING SUCH DETERMINATION. WWT DOES NOT WARRANT THE RESULT OF ANY SERVICE OR THAT THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS.
5. **Limitation of Liability.** In no event shall WWT’s aggregate liability to Customer hereunder exceed the lesser of (a) the amounts paid to WWT by Customer with respect to Services, or (b) with respect to Services provided by a Subcontractor, the amount of direct damages actually recovered by WWT from such Subcontractor relating to the Services. In no event shall WWT be liable to any person for indirect, incidental, special, punitive, or consequential damages, including but not limited to lost or corrupted data or software, security breaches, lost business, or lost profits, however arising, even if such party has been advised of the possibility of such damages.

6. **Customer Data.** Customer agrees that it will not intentionally disclose or transmit to WWT or any Subcontractor any personal data (meaning any information relating to an identified or identifiable natural person directly or indirectly), protected health information, customer information or other structured personal information as defined by applicable data protection laws (collectively "Protected Data"). If Customer inadvertently provides Protected Data to WWT or any Subcontractor, it will promptly notify WWT, WWT will take commercially reasonable measures to secure such Protected Data, and Customer will indemnify and hold WWT harmless for such disclosure.
7. **No Waiver; Assignment; Severability.** Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights. Customer shall not assign any of its rights or delegate any of its responsibilities under this Agreement (by operation of law or otherwise), without the written consent of WWT, which consent shall not be unreasonably withheld, and any purported attempt to do so will be null and void. If any provision of this Services Agreement is held to be unenforceable, this Services Agreement shall be construed without such provision.
8. **Governing Law; Venue.** The validity, performance, and all other matters relating to the interpretation and effect of this Services Agreement shall be governed by the laws of the state under which the Customer is an agency, department, entity, or instrumentality thereof, without regard to its conflict of law principles. Further, the United Nations Convention on the International Sale of Goods (1980) (as amended from time to time) shall not apply to this Agreement or any transactions relating thereto.
9. **Indemnity.** Each party agrees to hold harmless and indemnify the other party against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses, including legal fees, to the extent arising out of or related to claims of death, personal injury or property damage resulting from the gross negligence or willful misconduct of the indemnifying party or its employees.
10. **Compliance with Laws.** Compliance with Laws. Each party shall perform under the SOW in compliance with all applicable laws of any jurisdiction, regulations, codes and sanction.
11. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered in person or sent by post or facsimile, which shall be deemed duly given (a) when delivered by hand one (1) day after delivery by recognized overnight delivery, or (b) when sent by post two (2) business days after being mailed by post, or (c) when sent by facsimile upon despatch, subject to confirmation of facsimile transmission. In each case, notice must be sent to the address and/or facsimile number for the other party noted in the SOW, or to such other address and/or facsimile number as either party shall furnish to the other in writing in accordance with this Section.
12. **Relationship of the Parties.** The parties hereto shall be deemed to be independent contractors and the employees of one party shall not be deemed to be employees of the other. This Agreement shall not be interpreted as a joint venture, partnership, agency relationship or formal business organization of any kind. There are no third-party beneficiaries to this Agreement.
13. **Force Majeure.** Neither party shall be liable for any failure to perform due to acts of God, natural disasters, riots, war, terrorism, civil disorder, court order, labor dispute or any other causes beyond that party's reasonable control, including but not limited to failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, and other similar causes beyond its reasonable control ("Force Majeure") provided that the party subject to the Force Majeure give prompt notice to the other party and take commercially reasonable steps to remedy the Force Majeure and mitigate the damages therefrom. For the avoidance of doubt, a change in market conditions (including WWT's ability to sell a Product or Service at a higher price and Customer's ability to economically use a Product or Service or buy it at a lower price) shall not be considered a Force Majeure.
14. **Entire Agreement; Amendment and Modification.** This Services Agreement shall govern over all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of this Services Agreement shall be binding upon either party unless made in writing and signed on their behalf by their duly authorized representatives. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Services Agreement shall be binding unless hereafter made in writing and signed by the parties. No modification shall be affected by WWT's receipt or acceptance of Customer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein, all of which are objected to by WWT. All typographical or clerical errors are subject to correction.

IN WITNESS WHEREOF, the parties have caused this Services Agreement to be executed by their duly authorized representatives as of the date of last signature hereto.

City of Cooper City

By: _____
Name: _____
Title: _____
Date: _____

World Wide Technology, LLC

By: David A Murphy
Name: David A Murphy
Title: Regional Manager, PS
Date: 12-2-21