

Professional Services Letter of Engagement

May 22, 2019
("Effective Date")

County of Monterey
168 W Alisal St Fl 2
Salinas, California 93901-2487
("Customer")

Entrust, Inc. ("Entrust Datacard") a Maryland corporation, with offices located at Two Lincoln Centre, 5420 LBJ Freeway, Suite 300, Dallas, TX 75240 is pleased to have the opportunity to provide its services to County of Monterey, a political subdivision of the State of California, ("Customer") as set out in this Letter of Engagement ("LOE"). This LOE constitutes the entire agreement between Entrust Datacard and Customer for the following services ("Services"). The Services proposed under this LOE are offered for a period of sixty (60) days from the Effective Date. Unless this LOE is signed by the parties within such sixty (60) days, the Services offered under this LOE shall be rendered null and void. Services offered pursuant to this LOE shall be completed by December 21, 2019.

Scope of Services

Entrust Datacard shall provide the following activities as part of this engagement the will be limited to:

- Project initiation, requirements confirmation, meetings
- Provide guidance to upgrade repository schema
- Upgrade IdentityGuard software ("IDG") primary server from v11 to v12
- Install one (1) IDG server on Windows 2012 (or other supported platform) initialize as a replica and promote
- Upgrade IDG replica server from v11 to v12 (if on Win 2012) or install a fresh v12 on a supported platform
- Upgrade IDG Self Service Module (SSM) server from v11 to v12
- Install one (1) IDG SSM on Windows 2012 (or other supported platform) and copy the configuration
- Perform a test with 1-2 users
- Provide an Installation Supplemental after the upgrade has been completed

Changes to the scope of Services shall be agreed to in writing by the parties.

Out of Scope:

- Development of custom code;
- Installation and configuration of the solution in additional environments;
- The installation/configuration of hardware and/or operating systems;
- The installation/configuration of supporting network components;
- Development or customization of any component or application beyond standard branding;
- Development and execution of a formal test plan;
- Installation and configuration of the database or directory; and
- Detailed build documentation, operations guides, or customized documentation;
- Anything not explicitly stated in Scope of Services section above.

Assumptions / Constraints

- The Production environment is the only environment involved in the estimate;
- The IG & SSM servers are currently installed on platforms that are also supported by v12;
- All third party products/components supported by Entrust Datacard;
- Licenses have already been acquired for any software to be installed or configured;
- Choice of authenticators consistent with those supported by Entrust Datacard integrations;
- Entrust Datacard personnel shall not be made available or placed on stand-by for non-Entrust Datacard tasks;
- Customer SMEs availability to participate in the project as is required;
- All software will be deployed on platforms supported by the Entrust Datacard software;
- Customer will have available at the installation site all required Entrust Datacard software, seed files and license strings;

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- Master 1, 2 and 3 passwords to be provided by the customer, if required;
- Customer shall complete the initial and appropriate setup of the infrastructure, including hardware procurement, operating system installation and verification, non-Entrust Datacard software installation and configuration, client machines with network connectivity;
- Customer shall plan and coordinate (in advance of scheduled service dates) for required service window(s), if applicable;
- All work shall be performed during normal business hours; Monday – Friday 8am – 5pm PST (work outside of normal business hours may be subject to 1.5x or 2x the normal daily rates and only upon prior written approval by Customer);
- Customer shall provide system access to the Entrust Datacard onsite personnel all components as required for installation of the Entrust Datacard software and components.

Personnel

Entrust Datacard shall provide the Services drawing on the following resource specialists in support of this engagement:

- A **Systems Integrator** to attend meetings to discuss Customer's application and technology environment as well as lead in the installation and configuration of the IDG software. The SI is an Entrust Datacard Engineer.
- A **Project Manager** to act as Entrust Datacard's primary point of contact, to schedule and manage the specialist resources and to overall manage this engagement. The Entrust Datacard Project Manager (PM) has overall responsibility for ensuring delivery of the Services to the Customer. The PM will be the Customer's single point of contact with Entrust Datacard for the duration of the engagement, providing coordination of resources, tracking and closure of action items, and schedule, requirements and financial management.

Change Management

Entrust Datacard shall apply its own change management process during the project. A change request may be initiated by either Customer or Entrust Datacard, whenever a material project change occurs. Normally, this applies to project requirements, approach or personnel, but may apply to other project elements as well. Once a change request has been raised, Entrust Datacard will evaluate and document the change in terms of impact on effort, schedule, cost and resourcing. This will then be documented using Entrust Datacard's change control form, and then provided to Customer for review and modification if necessary. Once the Customer approves the change, both Customer and Entrust Datacard will sign the change form. Any required contractual amendments will be completed and approved by both parties. Project documents will be amended as required. In the event the System Integrator (SI) resource requires more than 56 hours to complete the task, the Customer agrees to allow the Entrust Datacard project manager to allocate remaining unused project manager hours to the hours needed by the SI, to enable the work to be completed. This will not require a change of scope document or affect the estimated cost but is intended to allow the SI more hours to complete the project.

Schedule

Once there is an execution of this LOE and purchase order produced, Entrust Datacard will schedule a kickoff call at a mutual agreeable time with Customer. During the meeting, it will be decided when the work will begin based on resource availability as well as the Customer's environment being fully prepared. This start date could be anywhere from two to three weeks after the LOE is signed and a purchase order is produced.

Upon agreement by the parties to a start date for the Services and provided that Entrust Datacard resources have been confirmed to Customer, in the event Customer cancels or reschedules such Services by notifying Entrust Datacard less than five (5) business days prior to the agreed upon start date, Customer will reimburse Entrust Datacard for the actual costs incurred by Entrust Datacard due to Customer's cancellation or rescheduling of our resource. Such costs will be calculated based on the fees applicable for half the number of days booked for the Entrust Datacard resource.

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Fees

The Services will be provided on a time and materials basis. One working day consists of eight (8) working hours. Fees are calculated to the nearest hour. The following table identifies the specialists, their per diem rates, their estimated level of effort and their estimated fees. Overtime work on Saturdays and work beyond eight (8) hours per day will be charged at 1.5 times the regular per diem rate. Overtime work on Sundays and statutory holidays will be charged at 2 times the regular per diem rate. Work on Saturday, Sunday and statutory holidays is subject to a minimum charge of one (1) day. The resource will be scheduled for at least ½ a day per each scheduled day. Any work done outside of normal business hours is not permitted without the prior written consent of Customer.

JOB FUNCTION	PER DIEM RATE (\$U.S.)	ESTIMATED LEVEL OF EFFORT (DAYS)	ESTIMATED FEES (\$U.S.)
System Integrator	\$2,000	7	\$14,000.00
Project Manager	\$2,200	1.5	\$3,300.00
SUBTOTAL	-	-	\$17,300.00
TOTAL SERVICE FEE			\$17,300.00

The total estimated Service fees U.S. **\$17,300.00**. Entrust Datacard will notify the Customer when accrued fees have reached approximately eighty (80) percent of the total estimated fees.

A purchase order for the total estimated Service fees shall be provided by Customer to Entrust Datacard prior to the commencement of Services.

Travel Expenses

No travel is expected for this engagement.

Payment

All fees will be invoiced monthly and will be payable by Customer within thirty (30) days of the date of invoice. Any applicable taxes, if any, are not included in the Service fees and will be invoiced separately. No taxes will be applied.

Non-Solicitation

Customer agrees that, without the prior written approval of Entrust Datacard, neither it nor its affiliates will offer employment to any employees of Entrust Datacard nor will it directly or indirectly induce such employees to terminate their employment with their employer. This section is enforceable throughout the performance of this LOE and shall survive for one (1) year following its termination for any reason.

Confidential Information

“Confidential Information” means any business, marketing, technical, scientific or other information disclosed by either party which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

Each party shall maintain in confidence all Confidential Information, shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this LOE, and shall not disclose any such Confidential Information to any third party except as expressly permitted hereunder or make any unauthorized use thereof. Each party shall treat such Confidential Information with the same degree of care against disclosure or unauthorized use that it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each party further agrees not to remove or destroy any proprietary or confidentiality legends or markings placed upon any documents or other materials. Each party shall be entitled to provide Confidential Information to subcontractors and contractors of that party that have agreed to confidentiality obligations at least as protective as those contained herein.

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Neither party shall be bound by obligations restricting disclosure and use set forth in this LOE with respect to Confidential Information, or any part thereof, that:

- (a) was lawfully known or received by the receiving party prior to disclosure;
- (b) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this LOE;
- (c) was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or
- (d) is independently developed by the receiving party.

If the receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing party, the receiving party shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and if and as permitted by law (ii) provide prior notice to the disclosing party to allow the disclosing party to seek protective or other court orders.

Intellectual Property

“Background IPR” means any Intellectual Property Rights of a party conceived, created, developed, or reduced to practice prior to, or independently of, any Services provided under this LOE. “Foreground IPR” means any Intellectual Property Rights conceived, created, developed or reduced to practice by Entrust Datacard in the course of providing the Services under this LOE. “Intellectual Property Rights (IPR)” means all rights in any invention, discovery, improvement, utility model, copyright, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, confidential information, trade secrets or know-how, and all intangible rights or privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and shall include all rights in any applications and granted registrations for any of the foregoing.

The Background IPR of a party shall remain the exclusive property of such party and shall be deemed to be the confidential information of such party. All right, title and interest in, to and under the Foreground IPR embodied in the Services shall vest in and be owned by Entrust Datacard and is deemed to be the Confidential Information of Entrust Datacard. In respect to the Foreground IPR and any Background IPR of Entrust Datacard incorporated in a Services deliverable, Customer is hereby granted a non-exclusive, non-transferable, royalty-free, worldwide license to make, have made, use, copy and disclose such Foreground IPR and Background IPR, but solely to the extent necessary to use and exploit such deliverable as contemplated in this LOE and only so long as such Foreground IPR and Background IPR is embedded in the deliverables and not separated therefrom.

Limitation of Liability

EXCEPT AS SPECIFICALLY PROVIDED IN THIS LOE, ENTRUST DATACARD DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTRUST DATACARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, LOST BUSINESS, LOST SAVINGS AND LOST PROFITS) WHICH MAY ARISE UNDER THIS LOE EVEN IF ENTRUST DATACARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENTRUST DATACARD'S TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS LOE EXCEED THE CUMULATIVE FEES PAID OR PAYABLE BY CUSTOMER TO ENTRUST DATACARD HEREIN.

Insurance

At all times during the Term, Entrust Datacard shall procure and maintain comprehensive general liability insurance covering itself, its employees, directors and officers, in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. Entrust Datacard shall maintain worker's compensation coverage in amounts no less than statutory limits. In addition to providing the Certificate of Insurance, Entrust Datacard shall provide endorsements to the automobile insurance and general liability naming the County of Monterey, its officers, agents and employees as Additional Insureds and stating Entrust Datacard's insurance is primary and that the Additional Insureds insurance shall not be called upon to contribute to a loss covered by Entrust Datacard's insurance. Prior to the full execution of this LOE, Entrust Datacard shall provide Customer with proof of insurance.

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General

1. Entrust Datacard may sub-contract out portions of the Services should its own specialists not be available in the required timeframe(s) at no extra cost to Customer. Should this be required, Entrust Datacard will retain overall control and responsibility for the activities stated in this LOE.
2. Customer will provide on-site working space for the Entrust Datacard team, including access to a telephone capable of international calls, an analog telephone line for dial-out purposes, a FAX machine, a printer, and a desk.
3. Customer project staff shall have sufficient availability to participate in the project as is required by Entrust Datacard staff, for example, answering technical questions, availability for meetings, and other general questions as they may arise.
4. Customer is responsible for initial and appropriate setup of the infrastructure, including hardware procurement, operating system installation and verification, non-Entrust Datacard software installation and configuration, fully configured client machines with network connectivity, and other necessary connectivity as desired.
5. Nothing contained in this LOE shall be deemed to constitute either party as the partner, agent or legal representative of the other party or to create any joint venture or fiduciary relationship for any purpose whatsoever.
6. Neither party shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this LOE due to any causes beyond its reasonable control, which causes include but are not limited to acts of God or the public enemy; riots and insurrections, war, accidents, fire, strikes and other labor difficulties (whether or not the party is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, utilities, components or machinery, acts of civil or military authorities.
7. This LOE shall be governed by the laws of the, New York, U.S.A., without regard to its conflict of law principles.
8. This LOE constitutes the entire agreement between the parties on the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, oral or written. This LOE may not be modified or waived orally and may be modified only in a writing signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this LOE as of the Effective Date.

ENTRUST, INC.

COUNTY OF MONTEREY

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date