

AMENDMENT 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment 1 to the “Agreement for Professional Services,” dated January 24, 2024 the “Master Agreement”), is made and entered into, by and between Snohomish County, a political subdivision of the State of Washington (hereafter “the County”) and Emagined Security, LLC, a limited liability corporation registered to do business in the State of Washington (hereafter “the Contractor”).

RECITALS

WHEREAS, Snohomish County executed a Master Agreement with Emagined Security, LLC. on January 24, 2024, to perform network penetration services for the County IT Department; and

WHEREAS, the IT Department is responsible for ensuring that County staff is prepared in the event security incidents occur; and

WHEREAS, the IT Department wishes to have the Contractor provide an Incident Response Generalized Training & Tabletop Exercise; and

WHEREAS, the cost for this service shall not exceed Eighteen Thousand Dollars (\$18,000) plus applicable Washington State sales tax.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. Section 1 of the Master Agreement, Purpose of Agreement, Scope of Services, is hereby amended to read as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for the Contractor to perform network penetration testing services for the County IT Department. The scope of services is as defined in Schedule A and Schedule C attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Section 3.a. of the Master Agreement, Compensation Services, is hereby amended to read as follows:
 - a. Services. The County will pay the Contractor for services and other direct costs as and when set forth in Schedule A and Schedule C, which are attached hereto and by this reference made a part of this Agreement.
3. Section 3.e. of the Master Agreement, Contract Maximum, is hereby amended to read as follows:
 - e. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$84,000.00 for the Initial Term of this Agreement (excluding extensions and renewals, if any).
4. Section 26 of the Master Agreement, Complete Agreement, is hereby amended to read as follows:
 26. Complete Agreement. This Agreement, including Schedule A Statement of Work, Schedule B Mutual Non-Disclosure Agreement, and Schedule C Statement of Work Incident Response Tabletop Exercise, constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.
5. Exhibit C, Statement of Work: Incident Response Tabletop Exercise, is hereby attached to this Amendment 1 and by this reference incorporated into the Agreement.
6. Except as expressly provided in this Amendment 1, all the terms and conditions of the Agreement remain in full force and effect.

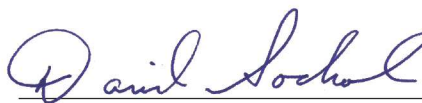
IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 as of the final execution date below (the "Effective Date")

SNOHOMISH COUNTY:

EMAGINED SECURITY, LLC:

County Executive Director

Date




2025.09.29

Date

Approved as to form only:

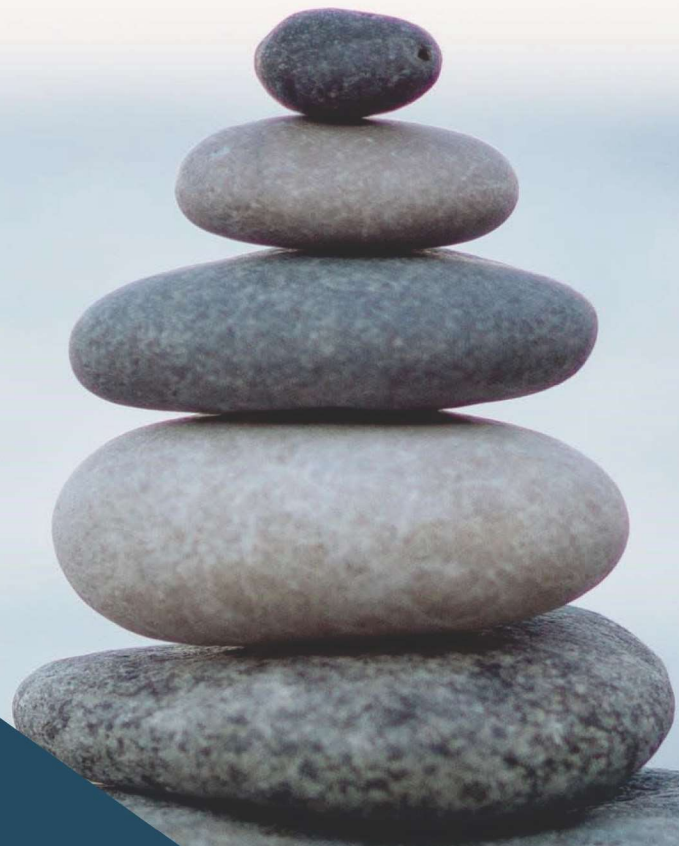
Wendling,
Rebecca

 Digitally signed by Wendling,
Rebecca
Date: 2025.09.29 13:23:50
-07'00'

Deputy Prosecuting Attorney

Schedule C Statement of Work: Incident Response Training & Tabletop Exercise

For: Snohomish County, WA



Phone: (650) 593-9829

Mail: info@emagined.com

Web: www.emagined.com

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STATEMENT OF WORK

This Statement of Work (SOW) is an agreement by and between EMAGINED SECURITY, LLC (EMAGINED) and SNOHOMISH COUNTY, WA (CUSTOMER).

Statement of Work Title: Incident Response Training & Tabletop Exercises

1. Project Charter

PROJECT OBJECTIVE

EMAGINED shall provide the CUSTOMER with the following security projects:

- Two identical 3-hour virtual Incident Response Generalized training sessions on ~December 4th and 11th. One will be AM and the other PM. This is to maximize CUSTOMER IT participation and providing multiple options.
- Two unique 3-hour virtual Table Top Exercise (TTX) days which shall be scheduled between January-March 2026. These dates will be selected by CUSTOMER no later than December 4th subject to EMAGINED availability.

2. Description of Work:

Two Incident Response Generalized Training Sessions & Two Tabletop Exercises (~ 12 Hours of Instructions Technical Training & Exercises Plus Preparation Time)

Generalized Training

The two 3-hour Incident Response training sessions will be entitled “Responding To Security Related Incidents: Strategies & Best Practices”. This tabletop will be customized for CUSTOMER. Tabletop is designed for department managers, IS managers, network and system administrators, IRT personnel, systems programmers and information security professionals. During this tabletop, the handling of basic scenarios is covered.

- **Technical Team Training (very high-level due to 3-hour duration):**
 - **Identification and Preliminary Course of Action**

How incidents develop, what forms they take, and the challenges they present to CUSTOMER’S critical data assets and applications, in addition to critical system and network services.

- **Containment**

How to use a structured methodology in responding to incidents.

- **Eradication**

Addressing the eradication needs issue including minimum secure baselines and their use in incident response.

- **Recovery**

How to manage people, processes, and technology to recover systems and networks that have been attacked. Specific techniques for tracing remote intrusions and preserving evidence in a legally permissible manner.

- **Reoccurrence Mitigation**

How to apply root-cause analysis to determine the source of the incident and how it can be prevented from happening in the future. Steps needed to harden CUSTOMER'S operating systems and networks to prevent future exploits from similar attacks are also covered.

- **Lessons Learned/Postmortem**

Addresses future directions in incident response that deals with the need for lessons learned and the long-term application and impact of the findings from a single incident.

Tabletop Exercises

EMAGINED will provide two tabletop exercises specifically focused for the technical teams of the CUSTOMER. Table top will be formatted in 3-hour events providing scenario-based exercises as appropriate during the allotted time.

As such, EMAGINED shall provide attendees with a few Incident Response scenarios in order to perform exercises that will take advantage of Incident Response knowledge. These scenarios will be designed to simulate real-life Incident Response scenarios that cause financial and business impacts. Tabletops will help the CUSTOMER prepare for future incidents including the following areas:

Available Mock Threat Scenarios **(to be selected by CUSTOMER based upon relevance and time allotments)**

- **Types of Incidents**

- Email Threats & Stalking
- Internet Surfing – Policy Violations
- Denial of Service
- Web Defacement
- Ransomware

3. Deliverable Acceptance / Constraints

EMAGINED will prepare a deliverable(s) addressing results for the tasks described above. The draft deliverable(s) shall be delivered to the CUSTOMER as they are created. Deliverables will be in EMAGINED Standard Formats.

EMAGINED's obligations under this SOW shall be complete and fully satisfied upon the first to occur of:

- Completing all services described in Sections 1 and this SOW
- Reaching of the maximum 16 hours of training, exercises, and preparation (unless the parties mutually agree in writing in advance to increase the number of hours)

4. Timeframe:

EMAGINED will work with CUSTOMER to arrive at a mutually acceptable work schedule. EMAGINED will schedule projects to begin as quickly as possible. If CUSTOMER does not meet established timelines, it will be necessary for EMAGINED to reschedule project activities.

All Services will be performed during Normal Work Hours. "Normal Work Hours" means a standard, consecutive nine (9) hour workday, including a one (1) hour meal break. Hours do not include weekends, public holidays (observed in the country where services are performed), or hours between 7 p.m. and 7 a.m. local time (EMAGINED personnel's physical time zones).

Note: Higher levels of effort typically lead to better and more accurate results. The degree to which CUSTOMER has developed plans, strategies, and requirements and has gathered existing documentation will directly impact the work effort required.

5. Work Location

EMAGINED will work with CUSTOMER from EMAGINED location(s) during the engagement. There is no onsite component to this engagement.

6. Fees and costs:

Fixed Price fees are calculated as follows:

Fixed Price

The fee to perform the work described in this SOW is a **firm-fixed-price of \$18,000** as set forth in Section 7.

Expenses & Other Direct Costs

No expenses or other direct costs are anticipated.

7. Invoicing:

Fixed Price effort will be billed as follows:

Fixed Price

EMAGINED shall invoice CUSTOMER in accordance with Section 3.b. of the Agreement:

- 50% due upon execution of Amendment 1; net 30 days
- 12.5% upon completion and CUSTOMER acceptance of each training session (x4); net 30 days

EMAGINED shall provide CUSTOMER supporting documentation upon request.

Late payments will accrue interest at the rate of one and one percent (1%) per month in accordance with RCW 39.76.011 if payment is past the net due date.

8. Assumptions & Considerations:

EMAGINED has made the following assumptions and considerations in the development of this Statement of Work:

- CUSTOMER must meet established timelines to retain project execution dates. If CUSTOMER does not meet established timelines, it will be necessary for EMAGINED to reschedule project activities (rescheduling can cause delays of several weeks).
- CUSTOMER shall reschedule the training with missing/delayed/incorrect pre-engagement criteria with no less than one-week notice.
- EMAGINED typically performs the majority of meetings/work efforts via conference calls and screen share technology to help minimize costs. If CUSTOMER requires meetings/work efforts to be conducted onsite during fixed-price engagements, EMAGINED reserves the right to defer onsite work efforts until on-site work requirements are met.
- If CUSTOMER needs to cancel meetings, EMAGINED respectfully requests at least 24 hours' notice.
- Project will be primarily conducted in English.
- CUSTOMER will provide sufficient resources for work on-site, including office space, network connections, phone lines, etc. for the personnel who will be on-site.
- EMAGINED expects a mutually beneficial, collaborative, and healthy working environment. In the event either party experiences an environment that does not meet this requirement, management escalation is required. Steps must be taken to correct this situation up to and including resource assignment changes or project cancellation with a financial true-up.
- In conducting the project, EMAGINED's security expert may draw on other EMAGINED's personnel to address specific issues, as required. This assigned lead, and other supporting staff, will utilize hours from the maximum assigned to the project. As individual tasks are completed, the results will be forwarded to CUSTOMER personnel.
- EMAGINED may adjust resource scheduling to accommodate other client's requests as long as the adjustment does not impact delivery dates as identified in this Statement of Work.
- Only those services listed above are to be considered in scope unless mutually agreed upon. If any additional services are required or requested, a change order will be required.

CUSTOMER will work with EMAGINED to help minimize expenses.

9. Terms & Conditions:

CUSTOMER hereby accepts the services and the related terms and conditions set forth in this Statement of Work (SOW). CUSTOMER expressly acknowledges that the performance of these services will require EMAGINED to gain access to CUSTOMER's confidential and proprietary network and information assets and authorizes this access for the purposes described in the SOW, subject, however, to the Mutual Nondisclosure Agreement (NDA), between CUSTOMER and EMAGINED that is Schedule B to this Agreement.

SECURITY REQUIREMENTS

The CUSTOMER does not offer unlimited EMAGINED access to servers housed in the CUSTOMER Data Center. The CUSTOMER shall create an EMAGINED access account, as needed. Server access shall be coordinated against internal change control request and access is facilitated via Citrix. No other EMAGINED access application use is supported by the CUSTOMER.

EMAGINED shall instruct its employees, agents, and subcontractors that they shall comply with the CUSTOMER's security, access, and safety requirements for the protection of the CUSTOMER's facilities and employees while on the CUSTOMER's premises.

Due to the nature of the services contemplated by the SOW, CUSTOMER acknowledges that no representation or warranty can be made by EMAGINED with respect to such services or the efficacy thereof. In particular, CUSTOMER acknowledges that damage to CUSTOMER's systems or information could result from the performance of such services, and that, following completion of such services, there can be no assurance that CUSTOMER's network will be secure or that unauthorized access thereof will not occur. WITHOUT LIMITING THE FOREGOING, EMAGINED MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS WITH RESPECT TO ITS PERFORMANCE OF THE SERVICES HEREUNDER OR ANY DELIVERABLES CONTEMPLATED HEREBY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER expressly authorizes EMAGINED to gain access, including without limitation external network access and without regard to CUSTOMER Information Security Policy, to CUSTOMER's computer network and information systems which is reasonable and necessary, in EMAGINED's sole judgment, for the purposes described in the SOW, and CUSTOMER acknowledges that such access shall be obtained by EMAGINED with the express permission of CUSTOMER. To CUSTOMER's knowledge, such access is not a violation of any federal, state or local laws, rules or regulations, including without limitation the Computer Crime Act of 1986, as amended, or the Economic Espionage Act of 1996, as amended, and CUSTOMER agrees not to bring any charges or claims against EMAGINED based on such activities. Execution of this SOW by the representative of CUSTOMER shall constitute a representation and warranty by CUSTOMER that such representative is duly authorized to do so and has received all requisite governmental consents and approvals which may be necessary or appropriate to execute this SOW and to carry out the terms hereof, including without limitation the preceding sentence.

If required, EMAGINED will follow CUSTOMER's counsel direction regarding state / government / legal requirements and laws in capturing threat information and evidence. If CUSTOMER's counsel defines additional requirements, CUSTOMER will be responsible for costs associated with complying with state / government / legal requirements and laws.

In the event that project services / project results performed by EMAGINED become of interest in third-party lawsuits (e.g., DoD False Claims Act) due to no fault of EMAGINED, EMAGINED will bill (at Standard Rates) COMPANY for required EMAGINED time, services, or expenses (gathering evidence, attending meetings / depositions, providing witness testimony, and/or providing other legal support) in addition to legal fees accrued by EMAGINED.

10. Intellectual Property Rights & Ownership of Final Work Products:

Upon final payment, EMAGINED hereby grants CUSTOMER and its Affiliates a nonexclusive, sublicensable, worldwide, royalty-free license to access and use any pre-existing Work Product and intellectual property integrated into any Deliverables and Work Product. EMAGINED authorizes CUSTOMER and its Affiliates to use any Work Product so long as such use is not to create derivative works and, if disclosed to a third party, is subject to a written nondisclosure agreement requiring such third party to maintain the confidentiality of such Work Product.

EMAGINED shall own all right title and interest in EMAGINED's pre-existing trade secrets, Confidential Information or other proprietary rights in any pre-existing creative or proprietary ideas, information, or other material used or enhanced by EMAGINED or presented to CUSTOMER that was developed or acquired by EMAGINED prior to or during the performance of the Services under any Exhibit governing the Deliverables or that is licensed by EMAGINED from any third party including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications.

To the extent that CUSTOMER provides any feedback to EMAGINED's pre-existing trade secrets, CUSTOMER grants to EMAGINED a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use and commercially utilize the feedback in any manner EMAGINED deems fit.

11. Marketing Use of Name:

CUSTOMER may provide written authorization for EMAGINED to use CUSTOMER's name and logo on EMAGINED's website and within marketing material. If CUSTOMER would like to provide testimonials / quotes for use on EMAGINED's website and within marketing material, EMAGINED will validate in writing the wording to ensure that comments are accurately portrayed.

12. Non-Solicitation:

Neither Party will directly solicit for employment any employee/contractor of the other Party performing Services under this Statement of Work, during the term of the relevant Statement of Work or for one year after the employee/contractor ceases performing Services.

Points of Contacts (POC) List

Project Personnel		Email	Telephone
Snohomish County, WA Contacts / Stakeholder			
Salazar, Alex	Project Lead	Alex.Salazar@snoco.gov	425-760-8358
Cavit, Doug	Project Coordinator	Doug.Cavit@snoco.org	425-312-0660
	Accounts Payable	DIS.Admin@snoco.org	
Emagined Security Contacts			
David Sockol	CEO	DavidSockol@emagined.com	(650) 593-9829
Paul Underwood	COO	PaulUnderwood@emagined.com	(801) 294-2917
Chris Odom	CRO – Project Management	ChrisOdom@emagined.com	(801) 923-1631
Brennan Egan	Client Advocate	BrennanEgan@emagined.com	(480) 440-2146