



## MEMORANDUM OF UNDERSTANDING

1. **Parties.** This Memorandum of Understanding (“MOU”) is made and entered into by and between Sumter County, FL (“Customer”) and CentralSquare Technologies, LLC (“CST”) (Customer and CST are referred to collectively as the “Parties”).
2. **Background.** CentralSquare has been alerted by a third-party (Telerik) that a plug-in supplied by it which is used for web control and operates within CentralSquare’s eTRAKiT software is subject to a file upload vulnerability that may enable bad actors to upload malicious files to Customer’s on-premises application server (the “Vulnerability”). The Vulnerability could allow a bad actor to gain access and control. Based on the Vulnerability reported under CVE-2019-18935, CentralSquare successfully mitigated the Vulnerability through the cloud-based Imperva Web Application Firewall (“WAF”). CentralSquare has coordinated with Imperva, a WAF service provider, to set up firewall services to block malicious traffic from exploiting the Vulnerability on Customer’s sites. CentralSquare made fixes in maintenance updates to its supported version of TRAKiT.net (2020.07.21.1) and Community Development (19.3 HF03, 19.2 HF05, 18.2 HF10). **All affected customers are required to avail themselves of the WAF solution.**
3. CentralSquare will pay the costs associated with the Imperva WAF solution for a period of 12 months starting October 30, 2020. Utilizing this service will ensure that you retain all functionality in the software while also mitigating the vulnerability. The Web Application Firewall (WAF) will block unwanted traffic from your eTRAKiT site and disable malicious file uploads.
4. **Purpose.** The purpose of this MOU is to establish a clear understanding of the conditions under which CentralSquare will provide the Customer with protection against the Vulnerability by providing the Imperva WAF solution that will block unwanted traffic from the eTRAKiT site and disable malicious file uploads.
5. **Terms of MOU.**
  - (a) This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU (the “Effective Date”) and shall remain in full force and effect until October 1, 2021;
  - (b) Customer agrees to enter into an End User License Agreement (EULA), or other required documents, with Imperva for the WAF solution;
  - (c) the Parties will cooperate to route Customer’s web traffic through the Imperva WAF via a CNAME record prior to routing to Customer’s web servers;
  - (d) Customer will utilize white-listing on its network and will add the Imperva IP’s to its white list (the IP white list can be found at: <https://support.incapsula.com/hc/en-us/articles/200627570-Whitelist-Incapsula-IP-addresses-Setting-IP-restriction-rules>. CentralSquare suggests following this article for updates as IP’s may change); and
  - (e) CentralSquare will pay the cost of the Imperva WAF service on behalf of Customer.
6. **General Provisions.**
  - (a) **Governing Law.** This MOU shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida.
  - (b) **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.
  - (c) **No Assignment.** Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.
  - (d) **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

**NOTE: CentralSquare is requiring all customers affected by the Vulnerability to accept the WAF solution. If the Customer refuses to accept the WAF solution, CentralSquare will not be responsible for any consequences resulting from that refusal.**

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at [Administrative.Services@sumtercountyfl.gov](mailto:Administrative.Services@sumtercountyfl.gov).**

The effective date of this MOU is the date of the signature last affixed below.

Sumter County, FL,

CentralSquare Technologies, LLC,

DocuSigned by:

*Daniilo Gargiulo*

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Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Daniilo Gargiulo

Name: \_\_\_\_\_

Name: \_\_\_\_\_

1/22/2021

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CENTRALSQUARE.COM**

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