

Notice of Meeting and Agenda
December 06, 2022

Special, 12/6/2022 12:45:00 PM

BE IT REMEMBERED that on December 06, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2 (ABSENT)

Absent

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4
(ABSENT)

Absent

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

When the following proceedings were had and orders made, to-wit:

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Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Darrell Bush, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
December 06, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **06th** day of **December 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

**Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532#
Participant ID: #**

The court will also have a time for public comments at the end of the meeting. If you

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would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the end of the meeting as time allows.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

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December 06, 2022*

PURCHASING:

- (a).Execute, receive and file renewal for (IFB 18-052/YS) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for a fourth one (1) year renewal with The Home Depot Pro, Interboro Packaging Corp., Unipak Corp., Certified Laboratories, Sanitary Supply, ICS Jail Supplies, Inc., Auto-Chlor Services, LLC and Matera Paper from November 15, 2022 to November 14, 2023.

SEE ATTACHMENTS ON PAGES 10 - 17

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action:

- (b).Consider and possibly approve the purchase of Artic Wolf Cyber Security Software from CDW-G in the amount of \$61,936.17 in accordance with OMNIA ESCR4 R210401 Tech Solution Products/Services Contract.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

- (c).Consider and approve, execute, receive and file (Agreement 22-070/DC) with Artic Wolf and Jefferson County for Management of the Cyber Security Solutions. Cost for this Agreement is included in the software purchased from CDW-G in accordance with OMNIA ESCR4 R210401 Tech Solution Products/Services Contract.

SEE ATTACHMENTS ON PAGES 18 - 30

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

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- (d). Consider and approve, execute, receive and file Professional Services Agreement (PROF 22-075/JW) with QED Airport and Aviation Consultants for an Independent Fee Estimate (IFE) for On-Site Resident Project Representative Services for Taxiway A Rehabilitation, for a lump sum amount of \$6,770.00. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant Nos. 39/40); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 31 - 32

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for December insurance reimbursement.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

- (b). Consider, approve, and ratify electronic disbursement for \$1,353,277.03 to Tender Loving Care Center dba Legacy Community Development Corp for payment of claims.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

- (c). Regular County Bills – check #501336 through check #501467.

SEE ATTACHMENTS ON PAGES 33 - 38

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

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- (d).Receive update from Vivian Ballou with Legacy Community Development Corp regarding the County's Emergency Rental Assistance Program #2 (ERAP 2) and other grant opportunities.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

- (e).Receive update regarding American Rescue Plan Act (ARPA) funding and selection of projects.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

ADDENDUMS:

- (f).Consider and approve expenditure by the Justice of the Peace Pct. 2 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of toner for printer in the amount of \$505.49.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider and possibly approve the reappointment of Brent Weldy, Place 2, and John Johnson, Place 3, as Commissioners for the Jefferson County Emergency Services District No. 3 for new terms which expire on December 31,2022, pursuant to Tex. Health & Safety Code Sec. 775.034(b). (These are appointments of Commissioner Pierce.)

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

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- (b).Receive a presentation from Mr. Eric Zimmerman, District Extension Administrator for Texas A&M AgriLife Extension to introduce and approve the appointment of Rebecca Carpenter as the finalist for the 4-H position at the Texas AgriLife Extension office.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

- (c).Consider and possibly approve the reappointment of John Schauburger to serve on the Board of the Southeast Texas Government Employees Benefit Pool Board.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

ADDENDUMS:

- (d).Receive and file executed Right of Entry for access to property for the Department of Energy LE-2 Project., DACW63-9-22-0160.

SEE ATTACHMENTS ON PAGES 39 - 43

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Sinegal
Action: APPROVED

OTHER BUSINESS:

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA
WITHOUT TAKING ACTION.**

Receive reports from Elected Officials and staff on matters of community interest without taking action.

Jeff R. Branick

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County Judge

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There being no further business to come before the Court at this time, same is now here adjourned on this date, December 06, 2022.

CONTRACT RENEWAL FOR IFB 18-052/YS TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with The Home Depot Pro for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

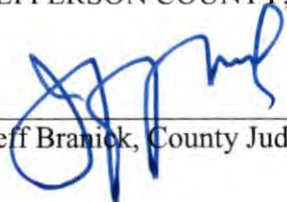
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

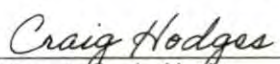


Jeff Branick, County Judge



CONTRACTOR:

HD Supply Facilities Maintenance, Ltd.
dba The Home Depot Pro



(Name) **Craig Hodges**
Vice President of Institutional Sales

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Interboro Packaging Corp. for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.


Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Interboro Packaging Corp.



(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Unipak Corp for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

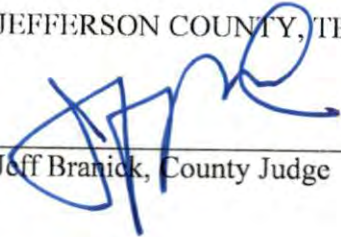
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Unipak Corp




(Name)

CONTRACT RENEWAL FOR IFB 18-052/YS TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Certified Laboratories for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

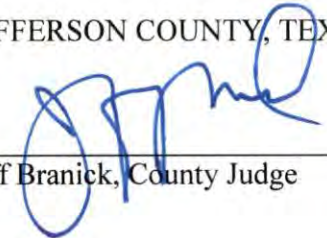
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2025 to November 14, 2023.

ATTEST:



Laurie Leister, Interim County Clerk

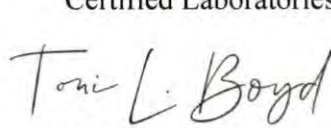
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Certified Laboratories

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**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Sanitary Supply for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Sanitary Supply



(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with ICS Jail Supplies, Inc. for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

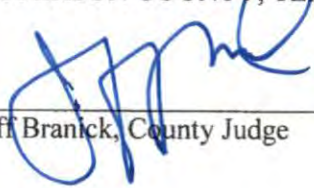
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
ICS Jail Supplies, Inc.



(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Auto-Chlor Services, LLC for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:



Laurie Leister, Interim County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Auto-Chlor Services, LLC



(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Matera Paper for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS





Jeff Branick, County Judge



CONTRACTOR:

Matera Paper



(Name) 



Arctic Wolf Solutions Agreement – Frequently Asked Questions

Thank you for reviewing the Arctic Wolf Solutions Agreement. We appreciate your interest in becoming a customer of Arctic Wolf. We hope the below information will help you better understand how Arctic Wolf's security solutions (the "Solution" or "Solutions") contracting model works.

Please note that this information is not considered part of the contract at any time. This is provided for information purposes only.

Who is Arctic Wolf?

- Arctic Wolf is a cybersecurity company that provides security operations Solutions, including managed detection and response, managed risk, and managed security awareness to mitigate our customers' exposure to cyber threats.
- We offer standard, highly configurable, Solutions to our customers which allows us to leverage the power of scale across our customer base to deliver cost effective and operationally efficient Solutions.
- Arctic Wolf's customers may subscribe to and license for the purchased Subscription Term the right to receive and use, in whole or in part, the various Solutions offered by Arctic Wolf. All customers subscribing to a particular Solution are on the same release using the same operational infrastructure and the same security and support operations for such Solution.

Who is the Authorized Partner?

Arctic Wolf leverages its channel partner relationships (its "Authorized Partners") to resell our Solutions to our customers. The Authorized Partner may be selected by you or introduced to you by Arctic Wolf.

The Authorized Partners act as the financial arm in our transactions with you. You contract directly with the Authorized Partner related to purchase and payment of your subscription to our Solutions. The Authorized Partners are not involved in the delivery of our Solutions and, therefore, are not contemplated in the obligations and liabilities within the Solutions Agreement related to the delivery of our Solutions to you. You and the Authorized Partner will have separate contractual terms in place to address the financial aspects of the subscription transaction.

What data do you provide to Arctic Wolf?

Arctic Wolf monitors systems telemetry data received from our customers via the sensors, scanners and agents our customers install within their environment. The systems telemetry data allows us to identify potential security threats that may impact your environment. Systems telemetry data may include names, email addresses, phone numbers, usernames, passwords IP Address, geolocation data, deviceID, and other system log metadata. Arctic Wolf should not receive other more sensitive information, including the content of your business files, your customer's business information, social security numbers, financial information, etc. We trust that our customers have appropriate system and operational controls in place to prevent disclosure of such information to us.

Why does Arctic Wolf reserve the right to change certain terms within the Solutions Agreement?

Like other subscription-based solutions providers, customer-generic terms that apply across our customer base are set forth as url links within the overarching Solutions Agreement. This allows Arctic Wolf to maintain consistency in the Solutions across its customers. To address any customer concerns related to this model, Arctic Wolf: (i) provides that the url terms are last in line from an order of precedence; (ii) agrees that we will not materially decrease the features and functionalities during any customer then-current Subscription Term; (iii) provides notice of the change; and (iv) allows customers to object to any specific modification for the remaining period of their then-current Subscription Term.

Does Arctic Wolf offer service levels?

Arctic Wolf provides for response time service levels. These service levels can be found in the Managed Detection and Response Solutions Terms located at <https://arcticwolf.com/terms/>. These terms are password protected. Please contact your sales representative for the password.

Does Arctic Wolf offer termination for convenience?

As a subscription Solution, Arctic Wolf does not allow for termination for convenience. Arctic Wolf relies on committed subscription terms, in part, to manage our dedicated CST resource model.

We have special data security requirements. Can we include our security and privacy requirements in the Solutions Agreement?

We are unable to include customer specific data security requirements in our Solutions Agreement. We offer a consistent Solution across our customer base. Arctic Wolf maintains the same IT security controls and processes for all customers. These controls and processes are reflected in our SOC2 Type II Report and its ISO 27001 certification.

Where is the Statement of Work for the services described in the Solutions Agreement?

Arctic Wolf's provides a subscription Solution that, depending on the Solution, is comprised of hardware, software and services. All designated components of the Solution are required to use and receive the Solutions. While services are an important part of the Solution, we do not define the services component of the Solutions as separate "professional services". Unlike a traditional professional service offering, the services do not include deliverables and are not subject to acceptance.

Can we make changes to the Beta Terms?

Because participation in the beta programs is completely voluntary and there is no cost for participation, we do not agree to modifications to the beta terms.

We are a Covered Entity under HIPAA. Can we use our Business Associate Agreement?

Arctic Wolf should not receive PHI during the delivery of the Solutions to you, nor does Arctic Wolf process PHI on your behalf. Accordingly, Arctic Wolf is not a business associate under HIPAA. Arctic Wolf appreciates that certain customers may take a conservative approach and require a business associate agreement (BAA) to cover the exchange of any inadvertently disclosed PHI provided during our relationship. Given this, Arctic Wolf is amenable to execution of its template BAA in which each party's liabilities and requirements are strictly construed to HIPAA requirements and incorporates such terms by url reference in the Solutions Agreement.

(For information purposes only, this FAQ does not form part of any contract)

SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the "**Agreement**") is a legal agreement entered into by and between the Customer identified in the signature block below ("**Customer**") and Arctic Wolf Networks, Inc. ("**Arctic Wolf**") and governs any order forms, quotes, or other ordering document executed by the Customer ("**Order Form**") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner ("**Authorized Partner**"). For reference purposes only, an Order Form is attached. This Agreement is effective on the date last executed in the signature block below (the "**Effective Date**"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "**Terms**"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "**Solution**" or collectively, "**Solutions**") as specified in the applicable Order Form. For purposes of this Agreement, "**Affiliate**" means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	Managed Risk Solution	Managed Security Awareness / Managed Security Awareness+ Solution
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

	Customer and set forth on an Order Form)	
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1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**") for the one-time costs and subscription fees set forth therein (the "**Fees**"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

- (i) Install, use and access the Software,
- (ii) Use the Equipment for purposes of the use of the Solutions,
- (iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
- (iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
- (v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/>, as may be updated from time-to-time in accordance with Section 13 below (the "**Privacy Notice**"),
- (vi) Access and use the Platform features and functionality,
- (vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
- (viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at <https://arcticwolf.com/terms/solutionsterms/>, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the "**Solutions Terms**"). "**Documentation**" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 Future Functionality. Subject to the warranties set forth in Section 10, Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable U.S. and foreign consumer protection laws, Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal

wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("**Arctic Wolf Technology**"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology except as otherwise expressly permitted under applicable U.S. and foreign copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between the parties; (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an authorized MSP partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions, without liability except as otherwise provided by Consumer Protection Laws, until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to containment actions, and similar functionalities in conjunction with the Services. Arctic Wolf may recommend Customer, depending on the scope of the deployment, implement software and services to enable features of the Solutions or to permit increased visibility into Customer's environment. Customer is responsible for making such determinations in its discretion and Arctic Wolf has no liability for Customer's decisions related thereto. Customer acknowledges that any changes Customer makes to its code, infrastructure or configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly or could prevent Arctic Wolf from delivering the Solutions and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit

or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

6. Fees, Payment, Taxes, and Audit.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "**Discloser**") may disclose confidential and proprietary information, orally or in writing ("**Confidential Information**") to the other party (as a "**Recipient**"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "**Point of Contact information**"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose

except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

8. Solutions Data.

8.1 Solutions Data. "**Solutions Data**" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third party service providers' data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("**Aggregate/Anonymous Data**"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at <https://arcticwolf.com/terms/dpa/>, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "**DPA**"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada),

and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

8.6 Australian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Australian *Privacy Act 1988* (Cth)) on your behalf, as agent for you, Arctic Wolf will only handle your personal information for the purpose of performing the Solutions, in accordance with the Privacy Notice or as required by applicable law, and ensuring you have access to your Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing and retrieving Solutions Data, limiting others' use of Solutions Data and specifying security measures that are used in relation to Solutions Data as set forth in this Agreement, including the Privacy Notice.

8.7 South African Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Protection of Personal Information Act, 4 of 2013) of individuals located in South Africa, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers. Arctic Wolf will only handle personal information for the purpose of performing the Solutions and ensuring Customer has access to its Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing, and retrieving Solutions Data, limiting others' use of Solutions Data. Arctic Wolf shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to or unauthorized destruction of personal information, and the unlawful access to or processing of personal information.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, United Kingdom, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit

liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE, OR OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS AND SECTION 10.2 OF THIS AGREEMENT), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; AND (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.3 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE SOLUTIONS. CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE SOLUTIONS TERMS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS IN USING THIRD PARTY SYSTEMS OR SERVICES IN CONNECTION WITH THE DELIVERY OF THE SOLUTIONS.

10.4 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.5 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.6 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the "FCPA"); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions. Customer authorizes Arctic Wolf to perform Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit Arctic Wolf to provide the Services on such third party's network resources.

11. Limitation of Liability.

11.1 TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 11.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 11, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 11.2 OF THIS AGREEMENT.

11.2 FOR CUSTOMERS DEEMED "CONSUMERS" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*, SECTION 11.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.2. THIS SECTION 11.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the "*Last Updated Date*" within such documents and notify Customer via email, the Customer newsletter or such other written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the

next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum ("**BAA**") located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

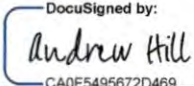

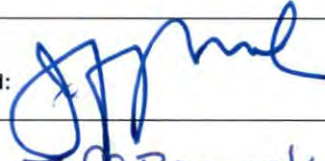
15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	Customer:
Signed:  	Signed: 
Name: <u>Andrew Hill</u>	Name: <u>Jeff Branick</u>
Title: <u>Chief Legal Officer & General Counsel</u>	Title: <u>County Judge</u>
Date: <u>12/2/2022</u>	Date: <u>12/06/2022</u>
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address: 1149 Pearl Street Beaumont, TX 77701 Attention: Jeff Ross

ATTEST 
 DATE DECEMBER 6, 2022





Airport & Aviation Consultants

November 29, 2022

Mr. Alex Rupp
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

Via Electronic Mail
arupp@co.jefferson.tx.us

Re: Independent Fee Estimate
On-Site Resident Project Representative Services - Taxiway A Rehabilitation

Dear Mr. Rupp:

QED is pleased to submit this proposal to prepare the independent fee estimate for the subject services as detailed in the scope of services prepared by your consultant, Garver.

Our independent fee estimate will be based on the scope of services as prepared by your consultant. We will prepare a spreadsheet that identifies the hours required by classification of personnel and an allowance for expenses as presented in the scope of services. Hourly rates that we typically apply when budgeting our projects will be used to develop the lump sum fee. Project expenses will also consider relevant travel expenses based on the location of the consultant. The spreadsheet and accompanying narrative will constitute the deliverables for our services and be provided electronically.

We note that some of the scope of work items identified are similar to those included in a previous effort conducted by Garver (Construction Administration Services for Taxiway A Rehabilitation). We will consider any overlap in preparing the independent fee estimate.

During the course of our analyses, it may be necessary to clarify or otherwise discuss the intent of a specific project activity. These discussions will be accommodated via telephone conferences; no travel to the Airport site or other locations is provided for in the preparation of the independent fee estimates. We anticipate providing our deliverables within 10 business days from your notice to proceed. In the event that additional discussions and/or revisions are required after submittal of our independent fee estimate, these will be performed pursuant to the terms of a new agreement.

Mr. Alex Rupp
November 29, 2022
Page 2

Our proposal for the independent fee estimate is a lump sum amount of \$6,770. We will invoice for our services upon presentation of each deliverable and payment in full is due within 30 calendar days of receipt. If the above is acceptable, please have a duly authorized official sign below and return a copy of this letter agreement to us, or alternatively, please provide a purchase order in accordance with your standard contracting procedures. Should you require further information or materials, please let us know.

We appreciate this opportunity to continue to be of assistance and look forward to your favorable reply.

Sincerely,

Ronald F. Price

Ronald F. Price, P.E.
Principal

RFP/pss

[Handwritten signature]

Read and Accepted:

Printed Name: JEFF R. BRANICK, JEFFERSON COUNTY JUDGE

Date: DECEMBER 10, 2022

ATTEST *[Signature]*
DATE DECEMBER 6, 2022



QED

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	15.04	501363	
SMART'S TRUCK & TRAILER, INC.	667.66	501373	
AT&T	87.54	501375	
SOUTHERN TIRE MART, LLC	9,482.64	501381	
EMERGENCY POWER SERVICE	1,032.76	501419	
ADVANCE AUTO PARTS	573.58	501423	
REPUBLIC SERVICES	70.78	501430	
GULF COAST	4,020.65	501441	
VERNON PIERCE	43.17	501446	
MUNRO'S UNIFORM SERVICES, LLC	28.10	501462	
			16,021.92**
ROAD & BRIDGE PCT.#2			
ENTERGY	183.62	501356	
BUMPER TO BUMPER	46.46	501401	
REPUBLIC SERVICES	82.58	501430	
CHARTER COMMUNICATIONS	152.56	501459	
MUNRO'S UNIFORM SERVICES, LLC	20.00	501462	
			485.22**
ROAD & BRIDGE PCT. # 3			
ENTERGY	10.46	501356	
AT&T	95.64	501375	
REPUBLIC SERVICES	106.39	501430	
			212.49**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	23.28	501346	
ENTERGY	1,241.21	501356	
KINSEL FORD, INC.	416.65	501361	
M&D SUPPLY	3.92	501363	
MOTOROLA SOLUTIONS INC	22,912.62	501382	
UNITED STATES POSTAL SERVICE	13.29	501393	
REPUBLIC SERVICES	220.57	501430	
O'REILLY AUTO PARTS	510.34	501438	
			25,341.88**
ENGINEERING FUND			
DLT SOLUTIONS LLC	612.50	501340	
			612.50**
PARKS & RECREATION			
ENTERGY	396.13	501356	
SCOOTER'S LAWNMOWERS	3,437.94	501370	
			3,834.07**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	290.14	501393	
			290.14*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.49	501393	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	28.00	501432	
			28.49*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	10.31	501393	
THOMSON REUTERS-WEST	416.45	501424	
			426.76*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	164.80	501393	
ENGINEERING INNOVATION	133.27	501434	
			298.07*
COUNTY JUDGE			
REGINA BELL	500.00	501337	
ANITA F. PROVO	500.00	501366	
THOMSON REUTERS-WEST	129.50	501424	
			1,129.50*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	242.18	501393	242.18*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	977.30	501342	
CASH ADVANCE ACCOUNT	25.00	501360	
HOBBY LOBBY	150.40	501378	
CROWN CASTLE INTERNATIONAL	1,833.43	501399	
ROCHESTER ARMORED CAR CO INC	6,356.94	501412	
SAM'S CLUB DIRECT	59.90	501420	
CHARTER COMMUNICATIONS	646.41	501452	10,049.38*
DATA PROCESSING			
STEEPMEADOW SOLUTIONS, LLC	2,500.00	501450	2,500.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	425.62	501393	425.62*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	265.17	501393	265.17*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	177.12	501393	177.12*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	318.22	501393	318.22*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.96	501393	1.96*
252ND DISTRICT COURT			
JOEL WEBB VAZQUEZ	900.00	501400	
SUMMER TANNER	269.50	501405	
THOMSON REUTERS-WEST	196.00	501424	
ODP BUSINESS SOLUTIONS, LLC	266.69	501461	1,632.19*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	12.54	501393	
TONYA CONNELL TOUPS	110.00	501407	
THE PARDUE LAW FIRM, PLLC	649.00	501444	
SHELANDER LAW OFFICE	220.00	501447	991.54*
317TH DISTRICT COURT			
CHARLES ROJAS	700.00	501386	
GLEN M. CROCKER	3,000.00	501394	
LANGSTON ADAMS	650.00	501396	
ALLEN PARKER	300.00	501410	4,650.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	6.78	501393	6.78*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	27.01	501393	
ODP BUSINESS SOLUTIONS, LLC	57.32	501461	84.33*
JUSTICE COURT-PCT 2			
CDW COMPUTER CENTERS, INC.	505.49	501384	505.49*
JUSTICE COURT-PCT 4			
KIRKSEY'S SPRINT PRINTING	19.80	501362	19.80*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	23.72	501393	
DIRECTV, LLC	103.71	501449	127.43*
JUSTICE COURT-PCT 7			
AT&T	43.77	501375	43.77*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK PC	250.00	501344	
BRUCE W. COBB	250.00	501348	
NATHAN REYNOLDS, JR.	550.00	501367	
JUDGE MASON MARTIN	723.94	501379	
CHARLES ROJAS	250.00	501386	
LANGSTON ADAMS	250.00	501396	
JOEL WEBB VAZQUEZ	400.00	501400	
WILLIAM MARCUS WILKERSON	250.00	501421	
MATUSKA LAW FIRM	250.00	501426	
JARED GILTHORPE	550.00	501427	3,723.94*
COUNTY COURT AT LAW NO. 3			
MARVA PROVO	300.00	501365	
NATHAN REYNOLDS, JR.	600.00	501367	
LANGSTON ADAMS	600.00	501396	1,500.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.95	501393	2.95*
SHERIFF'S DEPARTMENT			
FED EX	194.54	501350	
UNITED STATES POSTAL SERVICE	924.03	501393	
WILLIAM CRAIN	50.40	501414	
REPUBLIC SERVICES	70.78	501430	
3L PRINTING COMPANY	175.00	501431	
FANNETT VETERINARY CLINIC	308.00	501437	
DYNAMIC POLICE TRAINING	200.00	501467	1,922.75*
CRIME LABORATORY			
FED EX	24.02	501351	
FISHER SCIENTIFIC	23.85	501352	
SOUTHEAST TEXAS WATER	674.90	501374	
VERIZON WIRELESS	37.99	501390	
LOWE'S HOME CENTERS, INC.	30.48	501395	791.24*
JAIL - NO. 2			
JOHNSTONE SUPPLY	69.99	501339	
W.W. GRAINGER, INC.	267.53	501355	
JACK BROOKS REGIONAL AIRPORT	1,936.50	501358	
WORLD FUEL SERVICES	993.72	501409	
REPUBLIC SERVICES	6,389.69	501430	9,657.43*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	17.61	501393	
SUMMER HERRINGTON	280.00	501397	
LYNN BIERHALTER	87.50	501403	385.11*
JUVENILE DETENTION HOME			
A1 FILTER SERVICE COMPANY	183.79	501417	
REPUBLIC SERVICES	516.14	501430	699.93*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	37.09	501393	37.09*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	7.99	501393	
ODP BUSINESS SOLUTIONS, LLC	787.91	501461	
AMAZON.COM SERVICES LLC	48.18	501466	
			844.08*
CONSTABLE PCT. 7			
AT&T	43.77	501375	
			43.77*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	300.00	501345	
CLAYBAR HAVEN OF REST	1,400.00	501391	
UNITED STATES POSTAL SERVICE	53.69	501393	
PROCTOR'S MORTUARY INC	3,000.00	501411	
			4,753.69*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	501354	
AT&T	43.77	501375	
VICKIE MCINTYRE	200.00	501380	
TERRI WATSON	200.00	501404	
CHARTER COMMUNICATIONS	166.72	501454	
			2,110.49*
MAINTENANCE-BEAUMONT			
LOUIS AND COMPANY	127.26	501336	
CITY OF BEAUMONT - WATER DEPT.	12,922.77	501346	
W.W. GRAINGER, INC.	75.02	501355	
ENTERGY	1,376.75	501356	
SANITARY SUPPLY, INC.	1,394.36	501369	
ACE IMAGEWEAR	218.02	501371	
AT&T	4,985.06	501375	
A1 FILTER SERVICE COMPANY	732.70	501417	
REPUBLIC SERVICES	1,548.42	501430	
CINTAS CORPORATION	113.10	501433	
CHARTER COMMUNICATIONS	174.69	501458	
			23,668.15*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	16.00	501349	
AT&T	1,587.43	501375	
TEXAS GAS SERVICE	886.53	501398	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	471.95	501428	
CHARTER COMMUNICATIONS	106.78	501453	
CHARTER COMMUNICATIONS	460.18	501457	
PARKER'S BUILDING SUPPLY	149.97	501465	
			3,678.84*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	93.85	501347	
ENTERGY	443.60	501356	
ACE IMAGEWEAR	38.74	501371	
REPUBLIC SERVICES	81.07	501430	
			657.26*
SERVICE CENTER			
SPIDLE & SPIDLE	20,862.26	501338	
J.K. CHEVROLET CO.	50.07	501357	
PHILPOTT MOTORS, INC.	4,633.89	501364	
TATE & CO., INC.	856.93	501377	
FASTENAL	447.04	501383	
JEFFERSON CTY. TAX OFFICE	7.50	501387	
JEFFERSON CTY. TAX OFFICE	7.50	501388	
JEFFERSON CTY. TAX OFFICE	7.50	501389	
BUMPER TO BUMPER	317.72	501401	
MIGHTY OF SOUTHEAST TEXAS	2,160.93	501415	
NORTHERN TOOL AND EQUIPMENT	195.96	501416	
ACTION OVERHEAD DOOR LLC	129.50	501422	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	501429	
REPUBLIC SERVICES	82.58	501430	
IDENTIFIX	1,428.00	501440	
			31,194.88*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	31.00	501393	31.00*
			109,916.54**
MOSQUITO CONTROL FUND			
ACE IMAGEWEAR	139.24	501371	
REPUBLIC SERVICES	82.58	501430	
AERO PERFORMANCE	654.55	501463	876.37**
EMPG GRANT			
CHARTER COMMUNICATIONS	122.62	501456	122.62**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	300.00	501359	300.00**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	43.04	501393	
JCCSC	10.00	501413	
CHARTER COMMUNICATIONS	166.72	501455	219.76**
COUNTY CLERK - RECORD MGT			
MANATRON INC	4,004.25	501406	
KOFILE TECHNOLOGIES INC	1,497.60	501418	
TYLER TECHNOLOGIES INC	70,213.00	501442	75,714.85**
COUNTY RECORDS MANAGEMENT			
LES MCMAHEN	476.54	501408	
ODP BUSINESS SOLUTIONS, LLC	26.59	501461	503.13**
HOTEL OCCUPANCY TAX FUND			
REPUBLIC SERVICES	82.58	501430	
CHARTER COMMUNICATIONS	130.63	501451	213.21**
CAPITAL PROJECTS FUND			
WAVE SOLUTIONS LLC	68,000.00	501460	68,000.00**
AIRPORT FUND			
SPIDLE & SPIDLE	5,451.41	501338	
BEAUMONT TRACTOR COMPANY	382.02	501343	
CITY OF NEDERLAND	382.34	501347	
UNITED STATES POSTAL SERVICE	.49	501393	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	147.26	501425	
REPUBLIC SERVICES	330.32	501430	
M&R FLEET SERVICES, INC.	585.80	501439	
MUNRO'S UNIFORM SERVICES, LLC	98.98	501462	
BLUEGLOBES, LLC	1,982.42	501464	9,361.04**
AIRPORT IMPROVE. GRANTS			
THE LABICHE ARCHITECTURAL GROUP	11,046.00	501341	
FITZ & SHIPMAN, INC.	1,950.00	501353	
SIGMA ENGINEERS, INC.	5,647.50	501372	
KSA ENGINEERS INC	52,531.50	501445	
APPLIED PAVEMENT TECHNOLOGY, INC.	34,161.34	501448	105,336.34**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	253,675.48	501436	
UNITED HEALTHCARE SERVICES INC	114,790.76	501443	368,466.24**
SETEC FUND			
REPUBLIC SERVICES	1,475.00	501430	1,475.00**
WORKER'S COMPENSATION FD			

NAME	AMOUNT	CHECK NO.	TOTAL
TRISTAR RISK MANAGEMENT	6,826.62	501402	6,826.62**
J C ASSISTANCE DISTRICT 4			
ENTERGY	9.86	501356	9.86**
MARINE DIVISION			
CITY OF NEDERLAND	22.40	501347	
JACK BROOKS REGIONAL AIRPORT	1,334.03	501358	
RITTER @ HOME	224.57	501368	
SUN COAST RESOURCES, INC.	13,514.50	501376	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	501385	
HELICOPTER INSTITUTE INC	11,500.00	501435	26,655.50**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	501390	114.39**
			820,619.55***

LE-2 Project(s)

DACW63-9-22- 0160

U.S. DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY FOR SURVEY AND SITE ASSESSMENT

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a temporary right-of-entry upon Owner's property described below, hereinafter called the "Property." This right-of-entry is granted upon the following terms and conditions:

1. The Government's officers, employees, agents, and contractors shall have the right to enter upon the Property for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for Oil Infrastructure Projects in Jefferson County.
2. This right-of-entry is irrevocable for a period of Eighteen (18) months from the date of this instrument.
3. The rights granted herein include the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary to access the Property and is not otherwise conveniently available to the Government.
4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
5. If any action of the Government's officers, employees, agents, or contractors in the exercise of this right-of-entry results in damage to real property, an administrative claim can be made using a Standard Form (SF) 95 (Claim for Injury, Damage, or Death). The SF 95 must include supporting documentation and state a claim for monetary damages in a sum certain amount for any alleged loss or damage of property, and must be filed within two years after the claim accrues. Please submit the SF 95 and supporting documentation to the CBP Port of Entry or United States Border Patrol station nearest to where the alleged damages occurred.
6. The Property that is subject to this right-of-entry is located in the State of Texas, County of Jefferson, and is shown on the attached Exhibit Map.
7. I affirm that I have the authority to grant this right-of-entry onto the Property described above.

LE-2 Project(s)

DACW63-9-22- OICED

Dated this 12th day of July, 2022

THE UNITED STATES OF AMERICA



Owner's signature

By: David Steinau

JEFF R. BRANICK, COUNTY JUDGE

Owner's printed name

David Steinau
Senior Realty Officer
U.S. Department of Energy,
Office of Asset Management

Owner's mailing address:
P.O. Box 4025

BEAUMONT, TX 77704

Home Telephone: 409-835-8466

Work Telephone: SAME

Owner requires notification prior to entry. Yes No (please circle one)

If yes, please provide the primary and alternate point of contact (POC) and phone number and/or email.

Primary POC: FRED JACKSON 409-835-8466
Alternate POC: _____

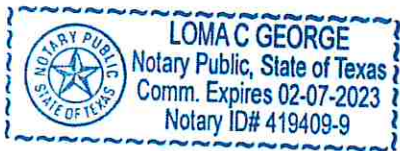
LE-2 Project(s)

DACW63-9-22- 0160

CERTIFICATE OF AUTHORITY
(applicable for Corporations and Organizations)

I, JEFF R. BRANCK (name), certify that I am the COUNTY JUDGE
(position held in organization) of the JEFFERSON COUNTY (organization), duly organized
and registered in the State of Texas; that 1 (executor of
instrument), who signed the foregoing instrument on behalf of the grantee, was then
COUNTY JUDGE (position of executor of instrument) of said
JEFFERSON County (organization). I further certify that the said officer was acting
within the scope of powers delegated to this officer by the governing body of the grantee in
executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the
JEFFERSON County (organization), this 12th day of July,
20 22.



By: Loma George
Typed Name: Loma George
Title: NOTARY

NOTE: THE PERSON SIGNING THE ABOVE CERTIFICATE CANNOT BE THE SAME PERSON THAT SIGNED THE RIGHT-OF-ENTRY.

LE-2 Project(s)

DACW63-9-22- 0160

CONSENT OF TENANT: *(if applicable)*

I hereby consent to the use of the property by the Government in accordance with this right-of-entry.

Tenant's Signature

JEFF R. BRANICK, County Judge
Tenant's Printed Name

Owner's Mailing Address:

PO Box 4025
BEAUMONT, TX 77704

Home Telephone: 409-835-8466

Work Telephone: SAME

Tenant requires notification prior to entry. Yes No (please circle one)

If yes, please provide the primary and alternate point of contact (POC) and phone number and/or email.

Primary POC: _____
Alternate POC: FRED JACKSON 409-835-8466

Department of Energy

Big Hill SPR

Legend

Property ID 140023

Proposed Temp. Easement

Google Earth

2000 ft

