

MADERA COUNTY CONTRACT NO. _____
(Information Technology: Arctic Wolf Networks via ConvergeOne – Agreement for
Managed Detection and Response Solution)

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), ARCTIC WOLF NETWORKS, INC. (hereinafter referred to as "AWN"), and CONVERGEONE, INC. (hereinafter referred to as "CONVERGEONE").

AGREEMENT

1. **TERM.** This Agreement shall commence on March 7, 2023 and terminate on March 6, 2024 ("Initial Term"), with the option to extend the term for one additional twelve (12) month period ("Renewal Term"), unless sooner terminated.

2. **SCOPE OF SERVICES.** AWN shall perform those services and accomplish those task as outlined in the Solutions Agreement, attached hereto as Attachment "A"; the Managed Detection and Response Solution Terms, attached hereto as Attachment "B"; and the Service Description, attached hereto as Attachment "C," each of which are incorporated herein by reference. CONVERGEONE shall provide the requested Solutions in accordance with the Solution Summary/Quote (these terms may be used interchangeably with the term "Order Form" in the attached documents), attached hereto as Attachment "D," which is incorporated herein by reference. Additionally, payment shall be remitted pursuant to the following:

- a) **Billing Cycle.** The Subscription is payable in accordance with the Invoice Schedule below. During the first ninety (90) days of the Subscription (the "Initial Period"), provided Invoice 1 for the Initial Period has been paid in full,

COUNTY may terminate the remaining months of the Subscription period providing written notice of such termination to Arctic Wolf in accordance with the notice provisions of the Solutions Agreement. Arctic Wolf must receive such notice of termination at least ten (10) days prior to the end of the Initial Period. COUNTY's termination in accordance with this section will be effective on the last day of the Initial Period.

b) Invoice Schedule. All payments below are due and payable by COUNTY in accordance with the Payment Terms listed above.

i. Invoice 1 includes the fees applicable for 1/4th of the Project Total listed above and shall be invoiced by Arctic Wolf on the Order Form Effective date.

ii. Invoice 2 includes 3/4th of the Project Total and shall be invoiced by Arctic Wolf ninety (90) days following the Order Form Effective Date. However, Invoice 2 will not be invoiced should COUNTY opt to terminate in accordance with this section.

3. **COMPENSATION AND COSTS.** Total compensation paid to CONVERGEONE is not to exceed One Hundred Eighty Thousand One Hundred Forty Dollars and Thirty-Four Cents (\$180,140.34) for the Initial Term. Payments will be made in accordance with those applicable terms outlined in Attachment "D." No payments will be made directly to AWN. For any Renewal Term, CONVERGEONE must provide any change in pricing to COUNTY at least thirty (30) days prior to the sixty (60) day deadline to opt-out of the Renewal Term as referenced in Attachment A, section 12.

4. **NOTICES.** All notices required by this Agreement between COUNTY and

AWN shall be in accordance with Section 15.1 of Attachment "A." All notices required by this Agreement between COUNTY and CONVERGEONE shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Tania Say, Chief Information Officer
Office of Information Technology
County of Madera
200 West 4th Street
Madera, CA 93637

CONVERGEONE

ConvergeOne, Inc.
4290 W. Brickell Street
Ontario, CA 91761

With Copy to

Karen Scrivner, Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

5. **INSURANCE.** AWN shall obtain and maintain insurance policies in accordance with Section 15.14 of Attachment "A."

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IN WITNESS WHEREOF, the foregoing Agreement is executed on the day and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

ARCTIC WOLF NETWORKS, INC.

By: *Andrew Hill*
(Signature)

Andrew Hill
(Print Name)

Title: Chief Legal Officer & Board Counsel

Approved as to Legal Form:

COUNTY COUNSEL
Amanda

Digitally signed by: Amanda C. Savage
DN: CN = Amanda C. Savage
email = asavage@lozanosmith.com
C = US O = Lozano Smith
Date: 2022.11.23 11:59:37 -0800

By: C. Savage

CONVERGEONE, INC.

By: *Stephen Monteros*
(Signature)

Stephen Monteros
(Print Name)

Title: Vice President

ACCOUNT NUMBER(S)

ATTACHMENT "A"



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**"). 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, absent normal wear and tear. 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, and in accordance with Exhibit A attached hereto. Arctic Wolf will maintain security controls and processes no less restrictive than those set forth in its SOC 2 Type II report and ISO 27001 certification. 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. During the Term, Customer may request Arctic Wolf's customer due diligence package which supports Arctic Wolf's compliance with its SOC2 Type II and ISO 27001 controls and processes, provided, however, such requests shall be performed by Customer not more than once annually, unless otherwise required by Customer to meet regulatory requirements.

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 (unless subject to public records laws applicable to Customer), 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, ownership, 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). The contents of the logs received by Arctic Wolf via the platform from Customer's environment are immutable. 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 11.2 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY 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 A PARTY 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. THESE LIMITATIONS SHALL NOT APPLY TO ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1, CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.2, OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. 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. Any Subscription Term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of Customer during the term hereof, in the event that sufficient funds are not available to Customer, are not able to be appropriated by Customer or cannot be budgeted by Customer for the Solutions hereunder, Customer shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Arctic Wolf prior to the expiration of any annual, prepaid period during the Subscription Term. Customer shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding.

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. Prior to expiration or termination of the Subscription Term, Customer may obtain the use of an Amazon Web Services S3 data storage facility into which Arctic Wolf can facilitate the transfer of Solutions Data. At the point of expiration or termination of the Subscription Term, and upon written request of Customer, Arctic Wolf shall transfer all such Solutions Data for the Retention Period prior to such expiration or termination into such AWS S3 data storage facility, after which Arctic Wolf shall bear no responsibility for control of such Solutions Data. 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.

15.14 During the Term of this Agreement, Arctic Wolf shall carry all insurance typically carried by businesses of its type and shall, upon request by Customer, provide a certificate of insurance reflecting such coverage. At a minimum, Arctic Wolf agrees to maintain the following insurance levels per occurrence: Worker's Compensation and Employers' Liability at \$1,000,000 (or, if greater, in compliance with statutory requirements), Commercial General Liability at \$1,000,000, Errors & Omissions (Professional Liability, including Cyber) Coverage in an amount no less than \$2,000,000, and Umbrella Liability at \$2,000,000.

[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: _____
Title: <u>Chief Legal Officer & General Counsel</u>	Title: _____
Date: _____	Date: _____
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address: Office of Information Technology County of Madera 200 West 4th Street Madera, CA 93637

**Exhibit A to the Solutions Agreement
(Information Security)**

At a minimum and as specified herein, Arctic Wolf shall provide security for all Solutions Data in support of the Agreement to which this Exhibit A is attached ("**Exhibit**").

Arctic Wolf's security efforts will include, without limitation (where applicable):

1. **Logical Access Controls**: Arctic Wolf shall employ effective logical access control measures over all systems used to access, create, transmit, or process personal data, including but not limited to:
 - a) User authentication must use unique identifiers ("**User ID's**") consistent with individual accountability and a complex password.
 - b) Prohibition of clear-text credentials must be enforced.
 - c) User access rights/privileges to information resources containing personal data must be granted on a need-to-know basis consistent with role-based authorization.
 - d) User access must be removed immediately upon user separation or role transfer eliminating valid business need for continued access.
 - e) Default passwords and security parameters must be changed in third-party products/applications used to support personal data and systems for the performance of the Solutions under the Agreement.
 - f) Two-factor authentication shall be used to secure all remote administrative access.
2. **Network Security Architecture**: Arctic Wolf shall employ effective network security control measures over all systems used to create, transmit, or process personal data including but not limited to:
 - a) Firewalls shall be operational at all times and shall be installed at the network perimeter between Arctic Wolf's internal (private) and public (Internet) networks.
 - b) Properly configured and monitored IDS/IPS (Intrusion Detection/Prevention Systems) must be used on Arctic Wolf's network.
 - c) Secure channels (e.g., SSL, SFTP, SSH, IPSEC, etc.) must be used at all times.
3. **Physical Security**: Arctic Wolf shall maintain servers, databases, and other hardware and/or software components that store information related to Customer's business activities in an access controlled and consistently monitored Data Center secured by appropriate alarm systems, which will not be commingled with another unrelated party's software or information. The facility storing personal data must follow best practices for infrastructure systems to include fire extinguishing, temperature control and employee safety.
4. **Risk Assessment/Audit**: At no additional cost Arctic Wolf shall provide Customer with results of a current security assessment by an accredited third party (e.g., SSAE 16-Type II reports, ISO 27001 certification, pen test report etc.).
5. **Security Policy**: Arctic Wolf maintains and enforces security policies consistent with all legal and privacy requirements applicable to Arctic Wolf as a provider of the Solutions.
6. **Training and Awareness**: Arctic Wolf shall provide necessary training to ensure security awareness in Arctic Wolf personnel that are directly or indirectly engaged in handling personal data and systems for the performance of the Solutions, onsite or remotely.
7. **Protection of Customer Information**: In addition to what may be described in the Agreement, where applicable, Arctic Wolf agrees to protect personal data as it would its own. For purposes of clarity, Arctic Wolf agrees to adhere to the following controls surrounding the use and protection of personal data:
 - a) Clear text (ftp, telnet, etc.) protocols may not be used to access or store personal data.
 - b) Personal data stored at rest must be encrypted with key sizes of 256-bit for symmetric and 2048-bit for asymmetric encryption.
 - c) Personal data may not be copied, sold or used for solicitation purposes by the Arctic Wolf or its business partners. Personal data may only be used in conjunction with and within the scope of the Agreement.
 - d) Personal data must be segregated from other Arctic Wolf customers, systems, or applications unrelated to Customer.
 - e) Arctic Wolf must disclose where personal data will be stored and processed. Storage of personal data shall take place within the United States; however, personal data may be accessed in accordance with the terms of Section 10.1 of the Agreement.

8. **System Monitoring:** Arctic Wolf shall regularly audit and monitor information systems processing of configured Customer's business activities to ensure the protection of personal data. Arctic Wolf must have defined processes for security alerting, escalation and remediation that are consistent with the Solutions procured pursuant to the Agreement.
9. **Vulnerability Management Controls:** Arctic Wolf shall employ effective vulnerability management control measures over all of its systems used to perform the Solutions and that are used to create, transmit, or process personal data, including; but, not limited to:
 - a) Conduct vulnerability scans of their network to ensure no critical security vulnerabilities remain unresolved post 30 days.
 - b) Deploy and maintain currency of up-to-date commercially available anti-virus, anti-spam, anti-malware software on all information system components used for the purpose of managing personal data. Additionally, provide for regular scanning for viral infections and update virus signature files frequently.
 - c) Maintain a standard patch management process and practice to ensure the protection of any devices used to access, process or store personal data.
 - d) Within 72 hours of confirmed fraudulent or malicious activity occurring on the Arctic Wolf Solution, to inform the Customer team about the activity to the extent it results in or may result in an unauthorized use or disclosure of personal data. Any request by the Customer team for information will be provided to Customer within two hours, to the extent known by Arctic Wolf.
 - e) Any security breach that involves personal data must be reported to Customer without unreasonable delay. Arctic Wolf shall immediately perform a root cause analysis as well as provide detailed information about measures taken by the Arctic Wolf to prevent future breaches. All efforts to rectify or resolve the situation must include subsequent and regular notification for the reported incident.
 - f) Arctic Wolf agrees to provide full cooperation with Customer and in the event of a data breach involving personal data including, but not limited to: server log information showing network and application traffic.
10. **Data Destruction:** Arctic Wolf shall ensure that residual magnetic, optical, or electrical representation of personal data that has been deleted may not be retrieved or reconstructed when storage media is transferred, become obsolete or is no longer usable or required by Customer.
 - Arctic Wolf data retention and destruction must comply with applicable laws or regulations.
 - Personal data stored on Arctic Wolf media (e.g., hard drive, optical discs, digital media, tapes, paper, etc.) must be rendered unreadable or unattainable using the NIST Guidelines for Media Sanitization (Special Pub 800-88), prior to the media being recycled, disposed of, or moved off-site.

ATTACHMENT "B"

Last Updated: 10/01/2022

Managed Detection and Response Solution Terms

This Managed Detection and Response – Solution Terms sets forth the terms and conditions of the Managed Detection and Response Solution (the “Solution”). The Solution, if purchased by Customer as evidenced by Customer’s election on an Order Form, will be provided in accordance with the terms set forth herein and the Solutions Agreement (the “Agreement”) made by and between Customer and Arctic Wolf Networks, Inc. (“Arctic Wolf”). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

The Solution is delivered by the Security Services team (which was formerly referred to generally as the Concierge Security™ Team) which is comprised of two (2) teams: (1) the Concierge Security™ Team (“CST”), and (2) the Security Operations Center (“SOC”).

The Solution:

Specific features and functionality provided as part of the Solution include:

- collection of Solutions Data¹, including Customer’s system logs, from Customer’s systems using Equipment,
- analysis by Arctic Wolf Security Services of both Equipment and log data through the correlation of Solutions Data with threat and vulnerability information,
- scanning of Customer’s internal and external systems,
- escalation of Security Incidents (as defined below) in need of attention by Customer as set forth herein,
- advisory recommendations intended to improve Customer’s security robustness,
- calculation of Customer’s Security Score, as more fully described below,
- Data Exploration module, if licensed by Customer as reflected on an Order Form (as more fully described below)².
- Host Containment Actions (as more fully described below), and
- regular summary Executive Dashboard reports, as described herein and the Documentation.

NOTE: The performance of the Solution, including specifically, notification of Emergencies or Security Incidents, as defined below, will not commence until after initial deployment is complete. The performance of (i) remediation services for Security Incidents (as defined below), (ii) the re-imaging of Customer’s systems, or (iii) change of policy settings is outside the scope of the Solution.

Data Transfer. Any Equipment provided by Arctic Wolf to Customer is physically or virtually deployed to monitor Customer’s system traffic. Such system traffic is augmented with additional sources of log data, as required, to deliver Managed Detection and Response. All such system traffic information is deemed Solutions Data. Essential log sources will be determined by Customer and Arctic Wolf during the onboarding process preceding the Order Form Effective Date.

Any Solutions Data will be securely transmitted to Arctic Wolf. The Solution operates redundantly with Customer’s High Availability (HA) specifications in order to minimize potential service interruptions. Hosting providers used by Arctic Wolf to deliver the Solution may experience service interruptions and service outages outside the control of Arctic Wolf. If such a hosting provider issues an outage notice that could materially impact delivery of the Solutions, Arctic Wolf will use commercially reasonable efforts to promptly

¹ Solutions Data also may be referred to in the Agreement as Customer Data.

² Existing Arctic Wolf MDR Customers may be, subject to authorization by Arctic Wolf, eligible to license Log Search capabilities only. In such event, Log Search will be included on an Order Form.

notify Customer about the outage and communicate the planned recovery time provided by the hosting provider.

Solutions Data may include personal or confidential information. Customer will provide any such personal or confidential information in accordance with the terms of the Agreement.

Data Retention. Arctic Wolf will store Solutions Data for the Data Retention period specified in Customer's then-current Order Form. Solutions Data may be returned to Customer in accordance with the terms of the Agreement.

Data Storage. Arctic Wolf will store Solutions Data in the hosting provider location selected by Customer and set forth on an Order Form.

Updates & Upgrades. Automated maintenance and update cycles to the Equipment will be performed remotely by Arctic Wolf Security Services. Arctic Wolf will provide any services related to the replacement or upgrades of the Equipment. Any costs related to such Equipment replacement or upgrades will be in accordance with the Agreement.

Security Incidents. The CST supporting Customer is available 8:00 am to 5:00 pm (based on the time zone within which the CST is located), Monday through Friday (excluding holidays). The SOC is available 24 hours a day, 7 days a week, including holidays. Customer may schedule specific activities with their CST by contacting the Arctic Wolf SOC at security@arcticwolf.com. Arctic Wolf Security Services will acknowledge any schedule request submitted by Customer to security@arcticwolf.com within one (1) hour of receipt of such request. Arctic Wolf Security Services will provide an estimate of response time determined by scope, size, and urgency.

Arctic Wolf Security Services will notify and escalate to Customer any Security Incidents, the definition of which will be agreed upon by Customer and its CST during the Subscription Term after transition from the deployment team, discovered by Arctic Wolf within two (2) hours of Arctic Wolf's discovery of such Security Incident. Arctic Wolf standard Security Incident notification process is through a ticket to the Customer; however, Arctic Wolf and Customer may agree to alternate notification processes. Security Incident notifications will include a description of the Security Incident, the level of exposure, and a suggested remediation strategy. Customer is responsible for implementing, in its sole discretion, any remediation strategies identified by Arctic Wolf. Customer may request validation by Arctic Wolf that any such implemented remediation strategies are working as expected.

Emergencies. Following transition from the deployment team to the CST, Customer and the CST will agree on and document which Security Incidents will be defined as an "**Emergency**". Emergencies will typically include the discovery of ransomware and other alerts that could cause degradation/outage to Customer's infrastructure security. Arctic Wolf will escalate Emergencies to Customer within thirty (30) minutes of Arctic Wolf's discovery of the Emergency.

Any Emergency identified by Customer can be escalated to Arctic Wolf's Security Services by calling: [1-888-272-8429](tel:1-888-272-8429), option 2. Customer must describe the Emergency in the initial call and Arctic Wolf will respond within 5 minutes. In addition, with respect to any urgent inquiries, Customer may contact Arctic Wolf's Security Services by calling: [1-888-272-8429](tel:1-888-272-8429), option 2.

Scans. On a monthly basis, Arctic Wolf will use the Solution to conduct external vulnerability assessment scans of Customer's environment. As part of these scans, vulnerability and exploit information will be normalized and correlated with other data sources in order to determine Customer's Security Score and prioritization of any identified remediation strategies. Arctic Wolf will deliver to Customer a summary security report that includes Security Incident and Emergency notification activities on a monthly and quarterly basis.

Coverage Score (fka Configuration Score or Security Score). Customer's Coverage Score is provided as part of the Solution for illustrative and informational purposes only and may be used by Customer for internal benchmarking. The Coverage Score is based on certain information related to the results of the

Solution within Customer's environment and is compiled using the Solutions Data made available to Arctic Wolf in conjunction with its delivery of the Solution. Customer's Coverage Score will be communicated in Customer's summary reports in addition to being available on Customer's online Executive Dashboard. Customers may elect to compare their Coverage Score against industry averages from organizations in the same industry vertical to assess how Customer is performing against industry norms.

Host Containment Actions. Arctic Wolf may, if agreed with Customer, using commercially reasonable efforts, perform host containment actions, including removal of host containment, as described below (collectively, "**Host Containment Actions**"), provided that Customer has deployed the Arctic Wolf Agent or such other agent upon third party agents. In the event Customer has deployed multiple agents, including the Arctic Wolf Agent, within its environment, Arctic Wolf will contain using the Arctic Wolf Agent. Based on (i) information provided by Customer to its CST following initial deployment, (ii) a mutually agreed upon escalation process set forth in Customer's onboarding document, as updated upon agreement by Customer and its CST during the Subscription Term, and (iii) Arctic Wolf is provided appropriate access to applicable third party security applications, if any, within Customer's environment, the Security Services team may remotely isolate a Customer endpoint device(s) that shows evidence of compromise or other suspicious activity. When the Security Services team identifies certain indicators of attack on an endpoint, the Host Containment Action will be initiated systematically, in accordance with the agreed upon escalation process, and subject to the requirements set forth herein, to rapidly quarantine the suspected compromised system.

The indicators of attack that may drive Host Containment Actions include those relating to ransomware (and other types of advanced malware), malicious command-and-control (C2) activity, or active data exfiltration attempts.

The endpoints under containment will receive a containment notification and the Host Containment Actions will be detailed in an incident ticket. If using the Arctic Wolf Agent, the Customer Portal will display the Customer endpoints that are currently in a contained state. Security Services team is available to Customer to answer questions or provide detailed information on any contained endpoints.

Pre-requisites for Host Containment Actions –

Customer must:

- Complete a checklist in partnership with its CST, which will include further definition, including but not limited to the scenarios where Arctic Wolf will and will not perform Host Containment Actions including specific information regarding which endpoints/servers where Host Containment Actions will and will not be performed, the times of day for Host Containment Actions to occur, notification and escalation preferences related to Host Containment Actions;
- Provide Arctic Wolf with technical permissions to allow Arctic Wolf to perform Host Containment Actions within Customer's environment (Customer understands that should Arctic Wolf have invalid access or is blocked from initiating Host Containment Actions, Arctic Wolf will be unable to provide the agreed upon Host Containment Actions);
- Implement appropriate internal procedures and oversight to the extent Customer utilizes the configuration of workflows and processes, including but not limited to Host Containment Actions and other similar functionalities; and
- Enable software or services, in Customer's discretion, to permit necessary visibility into Customer's environment to perform Host Containment Actions.

Microsoft US Government Community and High US Government Community Environment

Monitoring. In the event Arctic Wolf monitors applications for Customer within the Microsoft US Government Community environment or US Government Community High environment (each a "GCC environment") as part of the delivery of the Solutions, Customer understands and agrees as follows:

1. Only Arctic Wolf supported, and integrated applications will be monitored in the GCC environment.
2. Solutions Data (i) may be accessed by Arctic Wolf, its Affiliates, and any third-party providers, from locations outside the United States, and (ii) may be accessed by persons who are not United States citizens;
3. Arctic Wolf does not require access to or delivery of Customer's Controlled Unclassified Information;
4. Arctic Wolf will provide reasonable cooperation to Customer in the event of a data breach involving Solutions Data including, but not limited to assistance in responding to any government or regulatory inquiries;

5. Certain Microsoft log sources may be in beta and, consequently, Arctic Wolf makes no representations as to the delivery of the Solutions related to any such beta Microsoft log sources; and
6. Customer will immediately notify Arctic Wolf of non-consent or any change in consent and any monitoring of Customer's GCC environment will immediately cease without further liability to Arctic Wolf.

Additional Modules.

- **Cloud Detection and Response ("CDR").** Customers may license CDR for Amazon Web Services (AWS), Microsoft Azure, and any such other cloud IaaS and SaaS environments that Arctic Wolf may agree to monitor at a frequency agreed upon with Customer. Customer's election to license such CDR feature will be set forth on an Order Form. If licensed as part of the Solution, Arctic Wolf will provide detection and response for the respective IaaS and SaaS environments as described herein.
- **Data Exploration.** Customers may license Data Exploration. Customer's election to license such Data Exploration feature will be set forth on an Order Form. Data Exploration allows Customer to work with its CST to identify and remediate risk in Customer's environment. Customer may access historical and analyzed data for quick, ad-hoc investigations and self-service reporting while working with its CST to understand the results and take actions when needed. Data Exploration includes (i) Data Explorer which includes pre-defined workflows to address common security questions and (ii) Log Search³ which permits Customer to query its retained Solutions Data in 30-day increments.

³ Legacy customers licensing Log Search are entitled to Log Search only.

ATTACHMENT "C"



THE LEADER IN SECURITY OPERATIONS

Arctic Wolf

Managed Detection & Response Deployment

Service Description

Prepared for:

Madera County

Date: November 18, 2022



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1. Introduction

Protection is required but no longer sufficient in today's digital, connected environment. Strong defenses are necessary but sooner or later every organization will get breached. Most breaches will be the result of a social engineering attack because the weak link in security is the human element. Common ways that hackers bypass defenses and breach the company's network include users clicking on an embedded link, downloading a file, or visiting a website. The reality is that the initial breach is generally the first step for any hacker and does not lead to immediate damage. That initial breach allows the hacker to do reconnaissance, find what's valuable, and then attempt to extricate or extort through ransom. Generally, that second stage takes several months. A Detection Strategy along with a Response Strategy can detect these initial security incidents and can stop the hacker without any real damage to the company. This requires collecting log data from the various IT and security systems, analyzing the data, finding the incidents and vulnerabilities, and remediating problems in a timely manner. This work will validate that the organization is secure and identify ways to improve the security posture of the organization.

Arctic Wolf (AW) is providing Madera County with a world class Security Operations to help protect against cybercrime. This allows Madera County to focus on their business while still having the ability to answer the question, "Are we safe?".

2. Background

Madera County has asked Arctic Wolf to provide the deployment services described within this document.

This deployment services component of the overall solution will enable Madera County to realize the following benefits:

- Leverage Arctic Wolf onboarding and project management resources to plan, document, and deploy the Managed Detection & Response solution.

This document outlines the scope and high-level tasks as well as both Madera County and Arctic Wolf resources required to complete this effort.

3. Project Scope

The following sections describe the Services in greater detail and identify Madera County and Arctic Wolf's responsibilities necessary for completion of the deployment engagement.

3.1 Environment - Servers / Users

Category	Count
Managed Detection & Response Users	1,950
Managed Detection & Response Servers – Physical	250
Box Users	5
Office 365 Users	1,950
Managed Detection & Response Log Retention	7 Years

3.2 Environment - Architecture

Sensor Type	Sensor Quantity
AWN-1000 Series Sensor	2

3.3 Managed Detection & Response Deployment

a. Technical Kickoff

- Madera County to complete the onboarding document for all sensors.
 - Site Address and Ship to Address for each sensor
 - IP Information for each sensor
 - Static IP address, Subnet Mask, Gateway IP, DNS1, DNS2
 - Must be able to reach the internet
- Site Domains and external IP addresses to scan
- AWN will review and confirm basic information to:
 - Provision and ship the sensors
 - Contacts
 - Escalation and Incident Workflow process
 - Additional log source identification
 - Network segmentation information
 - Critical Services, Devices, Users and Groups, and Segments AWN should be aware of

b. Sensor Provisioning / Shipment

- AW will use the information from the technical meeting and onboarding form to get the sensor(s) provisioned and shipped to Madera County.
 - Managed Detection & Response Portal Access will be provided for collection of Onboarding data.

c. Managed Detection & Response Sensor Installation

- Madera County will perform a cabling exercise to get the sensors installed at each of the locations. AWN will direct Madera County through this process remotely. If the deployment method is SPAN/Mirror, Madera County will be required to provide a SPAN/Mirror port. Sensor installation documents can be reviewed here: [Sensor Setup](#)
- Madera County will make sure any firewall/proxy configurations are made to allow the sensor(s) to communicate with the AW Platform (see MDR Portal for details)
- Arctic Wolf will validate that sensor(s) are communicating properly with AW Platform.

d. Essentials Phase

- Preliminary Sensor Configuration
 - Initial sensor installation and verification
 - Configure Service for the following log sources
 - Firewalls
 - Active Directory Services
 - Domain Controllers
 - DHCP
 - SaaS apps (if applicable)
 - Customer portal preparation
- Agent Deployment (as needed – recommended)
 - Test and verify Windows and/or MacOS agent
 - Verify manual installation process
 - Verify deployment via desktop deployment tool if applicable
- Verify Agent connectivity

e. Readiness Phase

- Follow on Configuration
 - Complete sensor installations for sites in-scope for onboarding
 - Configure additional log sources
 - Configure external exposure scanning systems

f. Service Acceptance and Customization

- Introduction of Concierge Security Team
- Discuss log source ingestion that would require security customization
- Identify reporting and compliance needs
- Train customer portal users
- Review and deliver Arctic Wolf provided “As Built Documentation”
 - Sensor Connectivity Diagram with IP Details

3.4 Madera County Responsibilities

Arctic Wolf acknowledges that its timely provision of and access to, facilities, equipment, assistance, cooperation, complete and accurate information and data from Arctic Wolf departments, (including such systems and networks required for functional testing). Madera County acknowledges that Arctic Wolfs ability to perform the Services depends upon Madera County fulfillment of these obligations. Other Madera County responsibilities include:

- Physical sensor racking, power and cabling
- Network administration
- Firewall administration
- Server administration
- Cloud Application Administration
- Arctic Wolf Agent deployment to intended endpoints

3.5 Mutual Responsibilities

In support of the Services provided hereunder, both Madera County and Arctic Wolf Networks shall:

- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction.
- Support and provide representation at these meetings, which will cover status update, schedule update, pending changes, open issues and action items.
- Meet at the conclusion of this project to bring to closure the project and capture, discuss and resolve any project issues that may have arisen.

3.6 Assumptions and Timeline

Below is a high-level timeline example for the onboarding project:

Task	Finish Date
Technical Review Meeting	Scheduled following receipt of order and after receiving completed Onboarding forms
Sensor(s) delivery	5 – 10 business days from Technical Meeting
Sensor/scanner staging and installation	Varied, depending on customer schedule
Essential log source configuration	~ 1-4 hours per location
Cloud Services setup	~ 1 to 2 hours per cloud application
Additional log sources	Varied, depending on type/amount

Validation of Onboarding configuration	~ 1 day
Open Production AW service / Introduce CST	1 hour meeting

3.7 Out of Scope

Arctic Wolf is responsible for performing only the Services described in this document. All other services are considered outside the scope of this document. If Madera County wishes to modify the Services, Madera County and Arctic Wolf Networks will define and scope those requirements and follow standard change control procedures.

3.8 Location

The onboarding services will be delivered using Arctic Wolf standard delivery model, which will be remote/offsite delivery. If Madera County requires a different delivery model, the fees, expenses, scope of work and/or Deliverables specified herein are subject to modification in accordance with standard change control procedures.

4. Resources

Project Team

Arctic Wolf recommends that Madera County plan for availability of the following resources:

Security Team Resource
Network / Firewall Resource
Active Directory Resource
Cloud Application Resource

Arctic Wolf will assign a project team that will include the following resources:

Project Manager
Professional Services Engineer

4.1 Change Procedures

Process

Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of this document. Arctic Wolf Networks shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Madera County and Arctic Wolf agree in writing to the proposed change.

5. Reporting Status

5.1 Progress Reports

Arctic Wolf will hold regularly scheduled status meeting with Madera County and will provide follow up meeting status documentation following each status meeting.

ATTACHMENT "D"



Date: 10/18/2022
 Page #: 1 of 10
 Documents #: OP-000700405
 SO-000782321

Solution Name: COUNTY OF MADERA -
 ARTIC WOLF SECUREWORKS
 REPLACEMENT - OP-
 000700405

Customer: County of Madera

Solution Summary

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

Customer: County of Madera	Primary Contact: Aaron Ortiz
Ship To Address: 200 W 4TH ST 4th FL MADERA, CA 93637	Email: aaron.ortiz@maderacounty.com
Bill To Address: 200 W 4TH ST MADERA, CA 93637	Phone: (559) 661-5267
Customer ID: SWCOUNTY0248	Inside Sales Representative: Katrina Stebbins
Customer PO:	Email: KStebbins@convergeone.com
	Phone: +18017436253

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$153,055.27		One-Time		\$153,055.27
Hardware	\$25,243.32		One-Time		\$25,243.32
Professional Services	\$0.01		One-Time		\$0.01
Project Subtotal	\$178,298.60				\$178,298.60
Estimated Tax	\$2,082.58				
Estimated Freight	\$0.00				
Estimated Recycle Fee	NOT INCLUDED				
Project Total	\$180,381.18				\$180,381.18



Date: 10/18/2022

Page #: 2 of 10

Documents #: OP-000700405
SO-000782321

Solution Name: COUNTY OF MADERA -
ARTIC WOLF SECUREWORKS
REPLACEMENT - OP-
000700405

Customer: County of Madera

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Notwithstanding anything to the contrary stated above, this Order is subject to the terms and conditions of the Public Sector Contract referenced herein, and such Public Sector Contract supersedes all references to a Master Sales Agreement, the Online General Terms and Conditions, and/or a Legacy Master Agreement referred above

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____



Date: 10/18/2022
 Page #: 3 of 10
 Documents #: OP-000700405
 SO-000782321
 Solution Name: COUNTY OF MADERA -
 ARTIC WOLF SECUREWORKS
 REPLACEMENT - OP-
 000700405
 Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

<p>Customer: County of Madera Ship To Address: 200 W 4TH ST 4th FL MADERA, CA 93637 Bill To Address: 200 W 4TH ST MADERA, CA 93637 Customer ID: SWCOUNTY0248 Customer PO:</p>	<p>Primary Contact: Aaron Ortiz Email: aaron.ortiz@maderacounty.com Phone: (559) 661-5267 Inside Sales Representative: Katrina Stebbins Email: KStebbins@convergeone.com Phone: +18017436253</p>
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#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
	1	AW-MDR-USER								
		ARCTIC WOLF MDR USER LICs CLDS WOLF MDRU LICs Product stocked by manufacturer. Delivery times vary. Country of Origin: N/A Weight: Dim Weight:	NCPA 01-96		1950	\$50.00	\$97,500.00	73.60 %	\$13.20	\$25,740.00
	2	AW-MDR-OB								
		MDR ONBOARDING SVCS ARCTIC WOLFCLDS Product stocked by manufacturer. Delivery times vary. Country of Origin: N/A Weight: Dim Weight: Comment: Billed Upfront	NCPA 01-96		1	\$19,339.05	\$19,339.05	100.00 %	\$0.01	\$0.01



Date: 10/18/2022
 Page #: 4 of 10
 Documents #: OP-000700405
 SO-000782321

Solution Name: COUNTY OF MADERA -
 ARTIC WOLF SECUREWORKS
 REPLACEMENT - OP-
 000700405

Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

<p>Customer: County of Madera</p> <p>Ship To Address: 200 W 4TH ST 4th FL MADERA, CA 93637</p> <p>Bill To Address: 200 W 4TH ST MADERA, CA 93637</p> <p>Customer ID: SWCOUNTY0248</p> <p>Customer PO:</p>	<p>Primary Contact: Aaron Ortiz</p> <p>Email: aaron.ortiz@maderacounty.com</p> <p>Phone: (559) 661-5267</p> <p>Inside Sales Representative: Katrina Stebbins</p> <p>Email: KStebbins@convergeone.com</p> <p>Phone: +18017436253</p>
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#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price	
3	AW-SHP	SENSOR/SCNR SHIPPING SVCS CLDS ARCTIC WOLF SENSOR/SCNR SHIPPING Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		2	\$120.00	\$240.00	0.00 %	\$150.94	\$301.88	
		Country of Origin: N/A Weight:									
		Comment: Billed Upfront									
4	AW-MDR-SE	ARCTIC WOLF MDR SVR LICs CLDS ARCTIC WOLF MDR SVR LICs 125-3000 Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		250	\$50.00	\$12,500.00	72.82 %	\$13.59	\$3,397.50	
		Country of Origin: N/A Weight:									
		Comment: Included in 1st payment; Term: 03/07/2023-03/05/2024									
5	AW-MDR-10XX-S-1GC	1000SRS SENSOR 8X1G W RJ45 CLDS CONNS HW ARCTIC WOLF Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		2	\$2,500.00	\$5,000.00	74.84 %	\$628.93	\$1,257.86	
		Country of Origin: N/A Weight: Dim Weigh									
		Comment: Included in 1st payment; Term: 03/07/2023-03/05/2024									



Date: 10/18/2022

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Documents #: OP-000700405
SO-000782321

Solution Name: COUNTY OF MADERA -
ARTIC WOLF SECUREWORKS
REPLACEMENT - OP-
000700405

Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

Customer: County of Madera

Ship To Address: 200 W 4TH ST
4th FL
MADERA, CA 93637

Bill To Address: 200 W 4TH ST
MADERA, CA 93637

Customer ID: SWCOUNTRY0248

Customer PO:

Primary Contact: Aaron Ortiz

Email: aaron.ortiz@maderacounty.com

Phone: (559) 661-5267

Inside Sales Representative: Katrina Stebbins

Email: KStebbins@convergeone.com

Phone: +18017436253

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
6	AW-MDR-O365	MDR OFFICE 365U LICs SVCS CLDS ARCTIC WOLF MDR OFFICE 365U LICs Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		1950	\$5.63	\$10,978.50	73.71 %	\$1.48	\$2,886.00
		Country of Origin: N/A Weight:								
		Comment: Included in 1st payment; Term: 03/07/2023-03/05/2024								
7	AW-MDR-BOX	MDR BOXU LICs SVCS ARCTIC WOLF CLDS MDR BOXU LICs Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		5	\$5.63	\$28.15	74.78 %	\$1.42	\$7.10
		Country of Origin: N/A Weight: Dim Weight:								
		Comment: Included in 1st payment; Term: 03/07/2023-03/05/2024								
8	AW-MDR-EXPLR	ARCTIC WOLF MDR DATA SLIC EXPLORATION ARCTIC WOLF MDR Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		2200	\$7.50	\$16,500.00	74.80 %	\$1.89	\$4,158.00
		Country of Origin: N/A Weight: Dim Weig								



Date: 10/18/2022

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Documents #: OP-000700405
SO-000782321

Solution Name: COUNTY OF MADERA -
ARTIC WOLF SECUREWORKS
REPLACEMENT - OP-
000700405

Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

Customer: County of Madera	Primary Contact: Aaron Ortiz
Ship To Address: 200 W 4TH ST 4th FL MADERA, CA 93637	Email: aaron.ortiz@maderacounty.com
Bill To Address: 200 W 4TH ST MADERA, CA 93637	Phone: (559) 661-5267
Customer ID: SWCOUNTY0248	Inside Sales Representative: Katrina Stebbins
Customer PO:	Email: KStebbins@convergeone.com
	Phone: +18017436253

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
9	AW-MDR-7YR	AW-MDR-7YR - MDR LOG RET 7YR SVCS ARTIC SLIC WOLF MDR LOG RET 7YR Product stocked by manufacturer. Delivery times vary.	NCPA 01-96	03/07/2023-03/05/2024	2200	\$9.00	\$19,800.00	74.89 %	\$2.26	\$4,972.00
		Country of Origin: N/A Weight:								
10	AW-PLATFORM	ARTIC WOLF PLATFORM ACCESS SLIC WOLF PLATFORM ACCESS WOLF PLATFORM ACCESS Product stocked by manufacturer. Delivery times vary.	NCPA 01-96	03/07/2023-03/05/2024	2200	\$3.75	\$8,250.00	74.93 %	\$0.94	\$2,068.00
		Country of Origin: N/A Weight: D								
		Comment: Included in 1st payment; Term: 03/07/2023-03/05/2024								



Date: 10/18/2022

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Documents #: OP-000700405
50-000782321

Solution Name: COUNTY OF MADERA -
ARTIC WOLF SECUREWORKS
REPLACEMENT - OP-
000700405

Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

Customer: County of Madera

Ship To Address: 200 W 4TH ST
4th FL
MADERA, CA 93637

Bill To Address: 200 W 4TH ST
MADERA, CA 93637

Customer ID: SWCOUNTYO248

Customer PO:

Primary Contact: Aaron Ortiz

Email: aaron.ortiz@maderacounty.com

Phone: (559) 661-5267

Inside Sales Representative: Katrina Stebbins

Email: KStebbins@convergeone.com

Phone: +18017436253

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
11	AW-PLATFORM-BASE	ARTIC WOLF BASE PLATFORM SLIC ARCTIC WOLF BASE PLATFORM Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		1	\$3,750.00	\$3,750.00	100.00 %	\$0.01	\$0.01
		Country of Origin: N/A								
		Weight: Dim W								
		Comment: Included in 1st payment; Term: 03/07/2023-03/05/2024								
2nd invoice							1st invoice Subtotal:			\$44,788.36
12	AW-MDR-USER	ARTIC WOLF MDR USER LICs CLDS WOLF MDRU LICs Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		1950	\$150.00	\$292,500.00	73.59 %	\$39.62	\$77,259.00
		Country of Origin: N/A								
		Weight: Dim Weight:								
		Comment: Included in 2nd payment; Term: 03/07/2023-03/05/2024								



Date: 10/18/2022

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Documents #: OP-000700405
SO-000782321

Solution Name: COUNTY OF MADERA -
ARTIC WOLF SECUREWORKS
REPLACEMENT - OP-
000700405

Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

Customer: County of Madera	Primary Contact: Aaron Ortiz
Ship To Address: 200 W 4TH ST 4th FL MADERA, CA 93637	Email: aaron.ortiz@maderacounty.com
Bill To Address: 200 W 4TH ST MADERA, CA 93637	Phone: (559) 661-5267
Customer ID: SWCOUNTY0248	Inside Sales Representative: Katrina Stebbins
Customer PO:	Email: KStebbins@convergeone.com
	Phone: +18017436253

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
13	AW-MDR-SE	ARCTIC WOLF MDR SVR LICS CLDS ARCTIC WOLF MDR SVR LICS 125-3000 Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		250	\$150.00	\$37,500.00	72.83 %	\$40.75	\$10,187.50
		Country of Origin: N/A Weight:								
		Comment: Included in 2nd payment; Term: 03/07/2023-03/05/2024								
14	AW-MDR-10XX-S-1GC	1000SRS SENSOR 8X1G W RJ45 CLDS CONNS HW ARCTIC WOLF Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		2	\$7,500.00	\$15,000.00	74.84 %	\$1,886.79	\$3,773.58
		Country of Origin: N/A Weight: Dim Weigh								
		Comment: Included in 2nd payment; Term: 03/07/2023-03/05/2024								
15	AW-MDR-O365	MDR OFFICE 365U LICS SVCS CLDS ARCTIC WOLF MDR OFFICE 365U LICS Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		1950	\$16.87	\$32,896.50	73.56 %	\$4.46	\$8,697.00
		Country of Origin: N/A Weight:								
		Comment: Included in 2nd payment; Term: 03/07/2023-03/05/2024								



Date: 10/18/2022

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Documents #: OP-000700405
SO-000782321

Solution Name: COUNTY OF MADERA -
ARTIC WOLF SECUREWORKS
REPLACEMENT - OP-
000700405

Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

Customer: County of Madera Ship To Address: 200 W 4TH ST 4th FL MADERA, CA 93637 Bill To Address: 200 W 4TH ST MADERA, CA 93637 Customer ID: SWCOUNTY0248 Customer PO:	Primary Contact: Aaron Ortiz Email: aaron.ortiz@maderacounty.com Phone: (559) 661-5267 Inside Sales Representative: Katrina Stebbins Email: KStebbins@convergeone.com Phone: +18017436253
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#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
16	AW-MDR-BOX	MDR BOXU LIC SVCS ARCTIC WOLF CLDS MDR BOXU LIC Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		5	\$16.87	\$84.35	74.93 %	\$4.23	\$21.15
		Country of Origin: N/A Weight: Dim Weight:								
17	AW-MDR-EXPLR	ARCTIC WOLF MDR DATA SLIC EXPLORATION ARCTIC WOLF MDR Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		2200	\$22.50	\$49,500.00	74.93 %	\$5.64	\$12,408.00
		Country of Origin: N/A Weight: Dim Weig								
18	AW-MDR-7YR	AW-MDR-7YR - MDR LOG RET 7YR SVCS ARCTIC SLIC WOLF MDR LOG RET 7YR Product stocked by manufacturer. Delivery times vary.	NCPA 01-96		2200	\$27.00	\$59,400.00	74.85 %	\$6.79	\$14,938.00
		Country of Origin: N/A Weig								



Date: 10/18/2022

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Documents #: OP-000700405
SO-000782321

Solution Name: COUNTY OF MADERA -
ARTIC WOLF SECUREWORKS
REPLACEMENT - OP-
000700405

Customer: County of Madera

Solution Quote

COUNTY OF MADERA - ARTIC WOLF SECUREWORKS REPLACEMENT - OP-000700405

Customer: County of Madera
Ship To Address: 200 W 4TH ST
4th FL
MADERA, CA 93637
Bill To Address: 200 W 4TH ST
MADERA, CA 93637
Customer ID: SWCOUNTY0248
Customer PO:

Primary Contact: Aaron Ortiz
Email: aaron.ortiz@maderacounty.com
Phone: (559) 661-5267
Inside Sales Representative: Katrina Stebbins
Email: KStebbins@convergeone.com
Phone: +18017436253

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
19	AW-PLATFORM	ARCTIC WOLF PLATFORM ACCESS SLIC ARCTIC NCPA 01-96 WOLF PLATFORM ACCESS Product stocked by manufacturer. Delivery times vary.	03/07/2023-03/05/2024		2200	\$11.25	\$24,750.00	74.84 %	\$2.83	\$6,226.00
		Country of Origin: N/A Weight: D								
20	AW-PLATFORM-BASE	ARCTIC WOLF BASE PLATFORM SLIC ARCTIC NCPA 01-96 WOLF BASE PLATFORM Product stocked by manufacturer. Delivery times vary.	03/07/2023-03/05/2024		1	\$11,250.00	\$11,250.00	100.00 %	\$0.01	\$0.01
		Country of Origin: N/A Weight: Dim W								
Comment: Included in 2nd payment; Term: 03/07/2023-03/05/2024										
Comment: Included in 2nd payment; Term: 03/07/2023-03/05/2024										
2nd invoice Subtotal: \$522,880.85										\$133,510.24
Total: \$716,766.55										\$178,298.60