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UNION COUNTY COMMISSIONERS JOURNAL 2025 July 30, 2025

The Union County Commissioners met in regular session this 30th day of July 2025, with the following members present:

Steve Robinson, President David A. Lawrence, Vice President Tom McCarthy, Commissioner William Narducci, County Administrator Mallory Lehman, Clerk to the Board

* * *

*Commissioner Robinson called the meeting to order at 8:33 a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters were in attendance.

* * *

RESOLUTION NO. 25-316:

<u>Executive Session – Pursuant to O.R.C(G)(1) to Consider the Appointment of a Public Employee of Official to the Union County Board of Developmental Disabilities – Commissioners</u>

The County Commissioners do hereby approve entering into executive session at 8:34 a.m. for the purpose of considering an Appointment of a Public Employee of Official to the Union County Board of Developmental Disabilities. In attendance were: William Narducci, County Administrator; Thayne Gray, Assistant County Prosecutor; John LaCivita, resident; and Mallory Lehman, Clerk to the Board. The session ended at 8:48 a.m.

Resolution to follow.

A motion was made by Steve Robinson and seconded by David A. Lawrence that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

* * *

Wade Branstiter, Director/IT, Brian Butcher, Clemons Nelson, and Heidi Miller, Clemons Nelson arrived at this time.

RESOLUTION NO. 25-317:

<u>Appointment of John LaCivita to the Union County Board of Developmental Disabilities – Commissioners</u>

The Board of County Commissioners approved the appointment of John LaCivita to the Union County Board of Developmental Disabilities to fulfil the unexpired term of Joy Tackett, ending December 31, 2026.

A motion was made by Tom McCarthy and seconded by David A. Lawerence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

* * *

RESOLUTION NO. 25-318:

Approve the Minutes from the July 16, 2025, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the July 16, 2025, meeting.

A motion was made by David A. Lawerence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

* * *

RESOLUTION NO. 25-319:

<u>Approve the Donation of Taser X26P, Holsters and Batteries That are Obsolete or Unserviceable to the Office – Sheriff</u>

The Board of County Commissioners hereby approves the Donation of Taser X26P, Holsters and Batteries That are Obsolete or Unserviceable to the Office.

Union County Sheriff's Office

Sheriff Mike Justice

221 West 5th St Marysville, Ohio 43040



Phone (937) 645-4102 Fax (937) 645-4170

Union County Commissioners 233 West Sixth Street Marysville, Ohio 43040

July 9, 2025

RE: Taser X26P, holsters, batteries

Dear Commissioners,

Please find attached a list of items which have become obsolete or unserviceable to our office.

The Union County Sheriff's Office would like to donate these times to other sheriff offices within the State of Ohio; however, if no other office is interested, we would like to schedule them for destruction.

Attached to this letter is a draft resolution for your consideration. Thank you for considering this request. If you have any questions, please feel free to contact me at (937)645-4129.

Respectfully,

Sheriff Mike Justice

Diversity . Leadership . Selfless Service . Teamwork . Integrity

Emergency 9-1-1 • Non Emergency (937) 645-4110 • Sheriff and Administration (937) 645-4102 Fax (937) 645-4170 Investigations (937) 645-4101 Fax (937) 645-4104 • Court Services (937) 645-4103 Fax (937) 645-4171

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		Taser Inventory	r	
Ch-t	Serial Number	Model #	Inventory	Comments
Status	X13002FC9	11003	Tag #	Yellow
Donate/Destroy	X13002FC9 X13002FCP	11003		Yellow
Destroy		11003		Yellow
Destroy	X13002FC5			
Destroy	X13002FKD	11003		Yellow
Destroy	X1300A32N	11003		Yellow
Destroy	X12004F4R	11002 Class III	28421	Black
Donate/Destroy	X12004F92	11002 Class III	28422	Black
Donate/Destroy	X12004FCA	11002 Class III	28423	Black
Donate/Destroy	X12004FEN	11002 Class III	28424	Black
Donate/Destroy	X12004FCD	11002 Class III	28425	Black
Destroy	X12004FCK	11002 Class III	28426	Black
Donate/Destroy	X12004FEC	11002 Class III	28427	Black
Destroy	X12004F85	11002 Class III	28428	Black
Donate/Destroy	X12004FEH	11002 Class III	28429	Black
Donate/Destroy	X12004F5N	11002 Class III	28431	Black
Destroy	X12004F9M	11002 Class III	28432	Black
Destroy	X12004F8Y	11002 Class III	28433	Black
Dontate	X12004FE8	11002 Class III	28434	Black
Destroy	X12004F88	11002 Class III	28435	Black
Donate/Destroy	X12004YMN	11002 Class III		Black
Donate/Destroy	X12004Y5M	11002 Class III		Black
Donate/Destroy	X130052YM	11003 Class III	26038	Yellow
Donate/Destroy	X130052NP	11003 Class III	26039	Yellow
Donate/Destroy	X130053EX	11003 Class III	26040	Yellow
Donate/Destroy	X1300533V	11003 Class III	26041	Yellow
Donate/Destroy	X13005311	11003 Class III	26042	Yellow
Donate/Destroy	X1300533Y	11003 Class III	26043	Yellow
Donate/Destroy	X1300532C	11003 Class III	26044	Yellow
Donate/Destroy	X1300531X	11003 Class III	26045	Yellow
Donate/Destroy	X13005301	11003 Class III	26046	Yellow
Donate/Destroy	X130052YP	11003 Class III	26047	Yellow

Donate/Destroy	X130052WP	11003 Class III	26048	Yellow
Donate/Destroy	X13005309	11003 Class III	26049	Yellow
Donate/Destroy	X130052Y3	11003 Class III	26050	Yellow
Donate/Destroy	X13052YE	11003 Class III	26051	Yellow
Donate/Destroy	X13005302	11003 Class III	26052	Yellow
Donate/Destroy	Х13005СН0	1103 Class III		Yellow
Destroy	X13005CFX	1103 Class III		Yellow
Donate/Destroy	X13005CF9	1103 Class III		Yellow
Donate/Destroy	X13005CMF	1103 Class III		Yellow
Destroy	X1300594D	1103 Class III		Yellow
Donate/Destroy	B130009V9	BV 1103 Class III	26512	Yellow
Donate/Destroy	B130009V0	BV 1103 Class III	26513	Yellow
Donate/Destroy	B130009TV	BV 1103 Class III	26514	Yellow
Donate/Destroy	B130009TX	BV 1103 Class III	26515	Yellow
Donate/Destroy	B130009VO	X26P		Yellow
Donate/Destroy	X130071PW	X26P		Yellow
Donate/Destroy	X130071MX	X26P		Yellow
Destroy	X130071FV	X26P		Yellow
Donate/Destroy	X130071RP	X26P		Yellow
Donate/Destroy	X130071T6	X26P		Yellow
Donate/Destroy	X1300A4ND	X26P	27533	Yellow
Donate/Destroy	X1300A4NX	X26P	27534	Yellow
Donate/Destroy	X1300A4N0	X26P	27535	Yellow
Donate/Destroy	X1300A4RV	X26P		Yellow
Donate/Destroy	X1300A4T8	X26P		Yellow
Donate/Destroy	X1300A439	X26P		Yellow
Donate/Destroy	X1300CH4K	X26P	29681	Yellow

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Donate/Destroy	X1300CFFC	X26P	29682	Yellow
Donate/Destroy	X1300A32N			Yellow
Donate/Destroy	25 Black duty cartridges			

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, OHIO

Resolution No. 25-319

RESOLUTION AUTHORIZING THE DISPOSITION OF PROPERTY BY THE UNION COUNTY SHERIFF

Resolution No. 25-310

A RESOLUTION UNDER R.C. § 307.12 AUTHORIZING THE DISPOSITION AND DONATION OR DESTRUCTION OF PROPERTY, VARIOUS TASER UNITS

WHEREAS, The Board of County Commissioners, Union County, Ohio (hereinafter referred to as the "Board") finds that it has personal property acquired for the use of the Union County Sheriff's Office, specifically X26P tasers, cartridges, batteries, cables and holsters which are now outdated and are no longer serviceable by Axon (manufacture). See attached list of items; and

WHEREAS, The Board finds the items detailed above are not needed for public use; and WHEREAS, The Board also finds that the items have a fair market value, in the opinion of the Board, of less than two thousand five hundred dollars and;

WHEREAS, the Board finds that Section 307.12(D) of the Ohio Revised Code permits the Board to donate the property to the federal government, the state, or any political subdivision of the state without advertising or public notification.

Now, therefore, be it resolved by the Board of County Commissioners of Union County, Ohio that:

The Board determines that pursuant to the authority set forth in Ohio Revised Code Section 307.12(B) that it shall donate the X26P tasers, cartridges, batteries, cables and holsters to a sheriff's office in Ohio or shall destroy the listed items.

DOVID A: LOWYCYCE introduced this resolution and moved its passage;

Steve Robinson Steve Robinson

Dave Lawrence
Thomas McCarthy

introduced this resolution and moved its passage;
seconded the motion; and after discussion the chair called

No

No

No

No

Date: July 30, 2025

Steve Robinson, Commissioner

Dave Lawrence, Commissioner

Thomas McCarthy, Commissioner

Attest:

Mallory Lehran
Clerk, Union County Commissioners

Approved as to form:

Digitally signed by Samantha M.
Hobbs
Date: 2025.07.22 16:45:41-04'00'

Samantha M. Hobbs

Assistant Prosecuting Attorney Union County Prosecutor's Office

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

* * *

RESOLUTION NO. 25-320:

<u>Lighting Request - Child Support Awareness Month - August 4, 2025 - August 8, 2025 - Color Green - Commissioners/Facilities</u>

The Board of County Commissioners hereby approves the Lighting Request – Child Support Awareness Month – August 4, 2025 – August 8, 2025 – Color Green.

Exhibit A

Lighting Request Form

Occasion Being Honored: Child Support Awarenes Month
Organization Name: Union County Human Services Chlid Support Enforcement Agence
Address:940 London Ave. Suite 1800 Marysville, OH 43040
Contact Name and Title: Wendy Haynie, CSEA Supervisor
Email: wendy.haynie@jfs.ohio.gov
Telephone: 937-644-1010 ext. 2208
Organization Website: unioncountyohio.gov/childsupport
Organization Social Media: N/A
Requests for specific colors/tones may not be able to be achieved due to limitations associated with lighting capabilities.
NOTE: You may request up to six colors (enter color name or hex value below)
Color 1: GREEN
Color 2:
Color 3:
Color 4:
Color 5:
Color 6:
NOTE: Requested duration cannot be for more than 5 consecutive days. The duration for each approved request is entirely at the discretion of the Union County Commissioners.
Start/End Date (or range) Requested: 8/4/2025-8/8/2025
Union County Commissioners Commemorative Lighting Policies and Procedures

Union County Commissioners Commemorative Lighting Policies and Procedures Res. 21-133 - April 21, 2021



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	gust is Child Support Awareness Month, to raise awareness about the
that helps millions o	of children an families we wear green on 8/6/2025.
Have you previously s	submitted a request to change the lights?
Yes No	
Have you approached	others with a lighting request for this occasion?
Yes No	
Are other events associ	iated with this request?
Yes No	
If lighting is approved, (please circle those that app	how will you promote the lighting?
Advertisement	Brochures / Flyers Email and Eblasts Newsletter News Media
Organization Brochure	

A motion was made by Steve Robinson and seconded by David A. Lawerence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

* * *

RESOLUTION NO. 25-322:

<u>Lighting Request – Drug Overdose Awareness Day (August 28, 2025) – August 26, 2025 – August 28, 2025 – Color Purple – Commissioners/Facilities</u>

The Board of County Commissioners hereby approves the Lighting Request – Drug Overdose Awareness Day (August 28, 2025) – August 26, 2025 – August 28, 2025 – Color Purple.

Exhibit A

Lighting	Request	t Form

Occasion Being Honored: DYUG OVERBUSE AWARENESS Day -8 [28/25]
Organization Name: Union county Hearm Department
Address: 940 London Ave Svite 1100
Contact Name and Title: TOYLOT Thap - Drug CVRZOSE AWCKENESS Day COMMITTEE MEMBER COMMITTEE MEMBER
Email: TThapeuniancountydnia.gov committee member
Telephone: 937-209-8001
Organization Website: UCNd · NRt
Organization Social Media: Facebook, Instagram
Requests for specific colors/tones may not be able to be achieved due to limitations associated with lighting capabilities.
NOTE: You may request up to six colors (enter color name or hex value below)
Color 1: DIP
Color 2:
Color 3:
Color 4:
Color 5:
Color 6:
NOTE: Requested duration cannot be for more than 5 consecutive days. The duration for each approved request is entirely at the discretion of the Union County Commissioners.
Start/End Date (or range) Requested: 8/26/25 to 8/30/25
Notes South

Union County Commissioners Commemorative Lighting Policies and Procedures Res. 21-133 - April 21, 2021

C.J. 2025 Date 130(2025

Please describe your organization's request and how the lighting will be used to benefit the occasion/event:	
	_
aversoses in the community	
J	
Have you previously submitted a request to change the lights?	
Yes No	
Have you approached others with a lighting request for this occasion?	
YesNoX	
Are other events associated with this request?	
Yes No	
If lighting is approved, how will you promote the lighting? (please circle those that apply)	
Advertisement Brochures / Flyers Email and Eblasts Newsletter News Media)
Organization Brochure Social Media and Website	

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

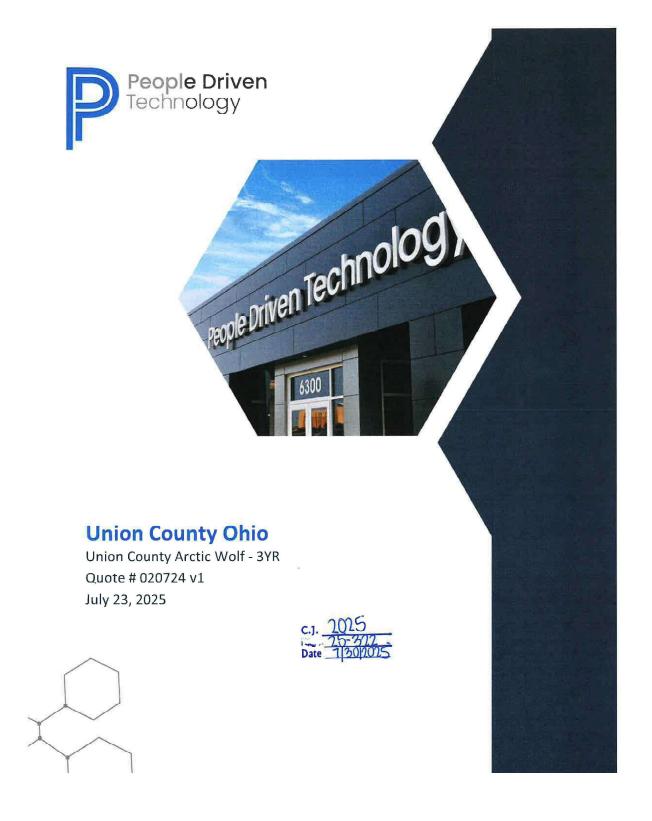
Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

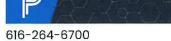
* * *

RESOLUTION NO. 25-322:

Approve the Arctic Wolf 3 Year Quote - Commissioners

The Board of County Commissioners hereby approves Arctic Wolf 3 Year Quote.





orders@peopledriven.com

People Driven Technology

6300 Venture Hills Blvd SW Byron Center, MI 49315

Union County Arctic Wolf - 3YR

Prepared by:

Central Ohio Chad Ansel 614-404-1178

anselc@peopledriven.com Becky Starr Starrb@peopledriven.com

Prepared for:

Union County Ohio Wade Branstiter

wbranstiter@unioncountyohio.gov

Quote Information:

Quote #: 020724

Version: 1

Delivery Date: 07/23/2025 Expiration Date: 07/30/2025

Arctic Wolf - Year 1

Line	Qty	Part Number	Description	Price	Extended Price
Commi	tted Term: 36 I	Months Quote Term	n: 12 Months Annual Billing Term Dates: 08/30/202	25 - 08/29/2026	
			Contract Number: EI00063-2021MA		
1	350	AW-TOTAL-USER- GOLD-825	Arctic Wolf Total User License - Gold (MDR, MR, MA, JS)	\$152.83	\$53,490.50
2	60	AW-TOTAL- SERVERGOLD- 825	Arctic Wolf Total Server License - Gold (MDR, MR, MA, JS)	\$139.76	\$8,385.60
3	410	AW-MDR-1YR- 825	Arctic Wolf MDR Log Retention - 1 year	\$6.27	\$2,570.70
4	3	AW-MDR-1XX-S- 825	Arctic Wolf 100 Series Sensor	\$653.11	\$1,959.33
5	350	AW-MDR-0365- 825	Arctic Wolf MDR Office 365 user license	\$9.80	\$3,430.00
6	1	AW-PLATFORM- BASE-825	Arctic Wolf Platform - Base Platform	\$4,665.00	\$4,665.00
7	1	AW-OB-825	Arctic Wolf Onboarding	\$4,334.99	\$4,334.99
8	3	AW-SHP-2	Arctic Wolf Sensor/Scanner Shipping	\$120.00	\$360.00

Subtotal: \$79,196.12

Page: 2 of 5 Quote #020724 v1



616-264-6700 orders@peopledriven.com 6300 Venture Hills Blvd SW Byron Center, MI 49315

Union County Arctic Wolf - 3YR

Ship To:

Union County Ohio

233 W 6th Street wbranstiter@unioncountyohio.gov Marysville, OH 43040

Wade Branstiter (937) 645-3054

wbranstiter@unioncountyohio.gov

Bill To:

Union County Ohio

233 W 6th Street wbranstiter@unioncountyohio.gov Marysville, OH 43040

Wade Branstiter (937) 645-3054

wbranstiter@unioncountyohio.gov

Quote Information:

Quote #: 020724

Version: 1

Delivery Date: 07/23/2025 Expiration Date: 07/30/2025

Quote Summary

Description	Amount
Arctic Wolf - Year 1	\$79,196.12
Total	\$79,196,12

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

Union County Ohio

Signature:		Signature:	Not Polini
Name:	Chad Ansel	Name:	Steve kobinson
Title:	Account Executive	Date:	JULY 30, 2025
Date:	07/23/2025		J

Quote #020724 v1 Page: 3 of 5



People Driven Technology

616-264-6700 orders@peopledriven.com 6300 Venture Hills Blvd SW Byron Center, MI 49315



Solution Comments

*The Net Total price for each item in the table above will increase by 0.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full

multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at

https://arcticwolf.com/terms

(or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise

provided in the applicable Agreement.

The Subscription Term under this Order Form is for a thirty-six (36) month period (the "Committed Term") as set forth above, beginning on the Subscription Start Date set forth

in the table above (the "Table"). The Subscription set forth herein reflects the Fees payable during the first twelve (12) months of the Committed Term. Fees for the remaining

two (2) years of the Committed Term are subject to the Increase and payable in accordance with the terms set forth herein. In the event a purchase order reflecting a oneyear

Subscription Term is issued, a subsequent Order Form may be issued upon request and for administrative purposes only, for the remaining two annual periods of the

Committed Term. Acceptance of this Order Form is a legal obligation for a three (3) year Committed Term.

Invoice Schedule

All payments below are due and payable in accordance with the Payment Terms listed above.

Invoice 1 includes the entirety of the Subtotal Subscription Fees and Subtotal One-Time Fees listed above and shall be invoiced on the Order Form Effective Date.

Invoice 2 includes the entirety of the Subtotal Subscription Fees set forth in the Table, plus the Increase, and shall be invoiced thirty (30) days prior to the first anniversary of

the Subscription Start Date.

Invoice 3 includes the entirety of the Subtotal Subscription Fees payable on Invoice 2, plus the Increase, and shall be invoiced thirty (30) days prior to the second anniversary of the Subscription Start Date.

Promotional Terms

To the extent Customer renews the Subscription (excluding any one-time no cost promotional offers) at the end of the Committed Term (the "Renewal"), the Subscription Fees

shall increase by 5 percent (5%), plus any mid-subscription increase in usage. The fees for any further renewals after the Renewal shall be as set forth in the Agreement or as otherwise agreed.



616-264-6700 orders@peopledriven.com

6300 Venture Hills Blvd SW Byron Center, MI 49315

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ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

- 1. PRICING: Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated.
- Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.
- 2. PAYMENT: Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.
- 3. DELIVERY: Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote.

 Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.
- 4. SHORTAGE: CLAIMS AND INSPECTION: Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.
- 5. RETURNS: Customer acknowledges that People Driven Technology, Inc. shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.
- 6. TITLE AND RISK OF LOSS: Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc. reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
- 7. WARRANTIES AND REMEDIES: All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.
- 8. EXPORT RESTRICTIONS: Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.
- 9. ORDER CANCELLATION: Product cancellation and/or return is subject to manufacturer restrictions. People Driven Technology, Inc will abide by its suppliers current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.
- 10. SPECIAL NOTICE: Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.



THE LEADER IN SECURITY OPERATIONS

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?

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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 similarly intended ordering document (however named) executed or accepted by Customer ("Order Form") that reference this Agreement or pertains to purchases of an Arctic Wolf subscription. The 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 pertaining to the Privacy Notice, Solutions Terms, and Acceptable Use Policy (such URL terms, the "URL Terms"), the documents will control in the following order: this Agreement, the Order Form, and the URL Terms. For the avoidance of doubt, any other terms referenced by URL herein (but excluding the URL Terms) shall solely govern the products and services described therein.

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:

Scope

- 1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services either separately or as part of a Security Operations Bundle as described at https://arcticwolf.com/terms/bundles-tiers/ (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 a party.
 - A Solution will be comprised of the components ("Components") more fully-described within the Solutions Terms located at https://arcticwolf.com/terms/ ("Solutions Terms") as may be updated from time-to-time by Arctic Wolf in its sole discretion as needed to accommodate development, implementation, and deployment of new features and functionality and Customer's use and licensing thereof. Notice of any changes will be provided in accordance with Section 13 herein. In no event will any changes materially decrease the Solution features and functionalities that Customer has purchased or subscribed to during the then-current Term.
- 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 compliant 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 Install, use, and access the Solutions and the applicable Components thereof and any Documentation associated therewith, in accordance with the Solutions Terms. Customer's license and rights to install, access, and use the Solutions and any Documentation associated therewith, is solely for Customer's and its Affiliates' internal business purposes and subject to the additional use restrictions set forth herein and the maximum license numbers, including by server, user, or such other licensing metric designated in the applicable Order Form. "Documentation" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the applicable Solution, as in effect and made generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials, and proposals in whatever form.
- 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, except in the event specifically and expressly stated within this Agreement related to pricing, payment, or such other similar financial terms, or make any commitments related to the delivery or performance of the Solutions on Arctic Wolfs behalf and any proposals, marketing collateral, or other similar Solution descriptions shall not apply.

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 laws, including any 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 or terms and conditions, 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 COMMERCIALLY 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 USD. 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.
- 1.6 Incident Response Retainers. In the event Customer's Order Form and/or Bundle includes a license to an incident response retainer (either IR JumpStart Retainer or an incident30 Retainer offering, collectively "Retainer"), Customer agrees that the applicable Retainer Agreement located at https://arcticwolf.com/terms/ pertaining to the specified Retainer shall apply. If Customer is a managed service provider plus Authorized Partner ("MSPP"), MSPP, as Customer, understands that the applicable Retainer Agreement is an agreement between Arctic Wolf and MSPP's end user and MSPP is reselling Retainer to its end user.
- 1.7 Security Operations Warranty. If Customer's Order Form includes the Arctic Wolf Security Warranty (the "Service Warranty"), upon finalization of the Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolfs third-party warranty provider. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY, RECEIVE AN ENROLLMENT CONFIRMATION EMAIL, AND AGREE TO THE SUBSCRIBER TERMS LOCATED AT https://arcticwolf.com/terms/subscriber-terms (the "Subscriber Terms") TO RECEIVE THE SERVICE WARRANTY BENEFIT. Execution or acceptance of the Order Form or this Agreement DOES NOT constitute enrollment in the Service Warranty. Indemnification amounts will be included on the enrollment and are subject to change in accordance with the Subscriber Terms in the event of any change in product subscriptions during the Subscription Term (or any Committed Term, as defined on the Order Form) and re-enrollment in the Service Warranty following the change may be required as more fully set forth in the Subscriber Terms. If the qualifying Order Form is renewed, Customer's initial enrollment in the Service Warranty will continue provided the qualifying indemnification level remains the same.
- 1.8 Cyber Resilience Assessment ("CRA"). Customer's use and license of CRA are governed by the terms set forth in the Cyber JumpStart Subscription Agreement located at https://arcticwolf.com/terms/cyber-jumpstart-portal-subscription-agreement/.
- 2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) identified by the parties 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 may be included as 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 locations 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 understands it must 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 ancillary costs, damages, fees, and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses 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.
- 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 10.4 below) which shall be retained by its third party licensor(s). Threat Intelligence Data (as defined in Section 7.3), and any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights related to the foregoing; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solutions, excluding any Professional Services, are licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein); and (e) Customer has no right to obtain source code related to Software included in any Solutions offered as an on-line, hosted solution.
- 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 international copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties (to the extent that such actions cannot be prohibited because they are necessary to decompile the Solutions to obtain the information necessary to create an independent program that can be operated with the Solutions or with another program ("Permitted Objective"), they are only permitted provided that the information obtained by Customer during such activities: is not disclosed or communicated without Arctic Wolfs prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; is not used to create any software that is substantially similar in its expression to the Solutions; is kept secure; and is used only for the Permitted Objective); (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) use the Solutions in connection with a service bureau offering or as a service provider whereby Customer operates or uses the Solutions deployed within its environments for the benefit of any unrelated third party (excluding use with Customer's Affiliates, but including any end user or customer of Customer or Customer Affiliates); (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) 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 in contravention of 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 applicable laws including 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 identified on an Order Form in accordance with the terms of this Agreement and as further described in the Solutions Terms. Any Software included within the Solutions 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 is responsible for identifying the administrative users for its account which may include Customer's and its Affiliates' 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 registering and updating its Administrators, or notifying Arctic Wolf, as applicable, about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that (i) Administrators will be able to view all Solutions Data (as defined in Section 7.2) and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts, and (ii) Administrators may communicate with Arctic Wolf using chat features within the Solution dashboards and such communications may be monitored and recorded by Arctic Wolf and the third party tool provider for purposes of customer service, quality assurance, and other business purposes set forth in the Privacy Notice located at https://arcticwolf.com/lterms/privacy-notice-for-tustomers/ are may be updated from time to time by Arctic Wolf in accordance with Section 13 ("Privacy Notice") and Customer consents to such activity. 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 cou
- **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 international laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "FCPA") or UK Bribery Act 2010. 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 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, directory, 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
- 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, the United Kingdom, 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, the United Kingdom, 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 Secoral Sanctions Identifications List, or the UK Consolidated List of Financial Sanctions Targets (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 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 has not received any government approvals required to comply with Trade Controls; or (iii) Arctic Wolf has not received any government approvals required to comply for Solution 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.

5.6 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees this Agreement is the sole set of terms governing the delivery of the Solutions to Customer and for the avoidance of doubt, any terms related to the acceptance of any services or work product shall not apply. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or any other similar agreement Customer is using to purchase the Solutions (as defined above) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Solutions Data may be accessed and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and resources and Arctic Wolfs authorized third-party service providers in the United States, Europe, Canada, Australia, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during the Subscription Term, 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. Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Solutions, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase the Solutions. If Customer does intend to rely on Arctic Wolf Solutions to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Solutions, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government are governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement.

Customer represents it has the requisite authority to enter into and perform its obligations under this Agreement.

- Fees, Payment, Taxes, and Audit. Pricing for the Solutions will be specified on an Order Form.
- 6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form and/or invoice 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. If, in limited circumstances, Arctic Wolf invoices Customer directly for any fees, including but not limited to renewal subscription fees, incidental charges, such as international shipping costs, the following terms will apply:

All fees are payable in the currency set forth in the Order Form (or applicable invoice) and are non-cancelable and non-refundable EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, ARCTIC WOLF IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION BY CUSTOMER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING. Late payments shall bear interest at a rate equal to the maximum rate permitted by law. If Customer fails to make any payments due under this Agreement or an applicable Order Form, Arctic Wolf shall notify Customer of such nonpayment. If a payment that is due remains unpaid for ten (10) days after Arctic Wolf provides Customer with notice of such nonpayment, Arctic Wolf may cease providing the Solutions without any liability to Arctic Wolf. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("Indirect Taxes"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department.

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 numbers as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer

certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality; Data

- 7.1 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. This Section 7 will supersede any non-disclosure agreement by and between the parties (whether entered before, on, or after the Effective Date) and such agreement will have no further force or effect with respect to Confidential Information defined herein. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the 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; and Threat Intelligence Data. 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"); User setup details (User email, work title, and name), Solution metrics related to such Users, including a Users' learning status, training scores, and Phishing results associated with such Users' use of the Solution (collectively "Learner Data"); if the Arctic Wolf Email Report Button is deployed by Customer, information pertaining to phishing email(s) self-reported by a User and includes or may include name of User, email address of User, json web token, full content of email, and version data (collectively, "Phishtel Data"); and Customer created and owned content, if any; and
- (ii) If MDR and/or MR Solutions are deployed: Points of Contact Information (as defined in Section 7.1(i) above) and Solutions Data (as defined in Section 7.2 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 avoldance 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

- 7.2 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, but excluding Threat Intelligence Data (as defined below). As between the parties, Customer shall retain all right, title, and interest (including all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Solutions Data 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.
- 7.3 Threat Intelligence Data. "Threat Intelligence Data" means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that (i) Customer provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing Solutions, excluding any such information or data that identifies Customer or to the extent that it includes Personal Information (as defined below) of the data subjects of Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

8. Data Privacy

8.1 Personal Information. Point of Contact Information, Solutions Data, Learner Data, and Phishtel Data (or any other Confidential Information provided by Customer) 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 Arctic Wolfs 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, and (3) to the extent required by applicable law, has informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

- 8.2 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 and its UK equivalent ("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"), shall 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 to processing of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.
- 8.3 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 supplemented by the California Privacy Rights Act (collectively, the "CCPA") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for the provision of certain purchased or licensed cybersecurity operations solutions and/or services as chosen by Customer and reflected on an Order Form (the "Business Purpose"). The parties agree to always comply 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 (i) sell any such personal information; (ii) retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing and/or delivering the Business Purpose to Customer pursuant to this Agreement except as necessary for the specific purpose of performing and/or delivering the Business Purpose to Customer pursuant to this Agreement or as permitted by the CCPA, as well as any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) related to the Solutions; (iii) retain, use, or disclose such personal information outside of the direct business relationship between Customer and Arctic Wolf for the Business Purpose unless otherwise permitted under the Agreement; or (v) combine any such personal information with personal information that it receives from or on behalf of any other person(s) or collects from its own interaction with the consumer, provided that Arctic Wolf may combine personal information to perform any purpose as defined in and as permitted under the CCPA. Arctic Wolf further agrees that it will: (i) comply with all applicable obligations under the CCPA, and (iii) allow Cu
- 8.4 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/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.
- 8.5 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.
- 8.6 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). Upon request of Customer, 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.

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, Australia, United Kingdom, Switzerland, South Africa, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in 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 [Intentionally Omitted]

- 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 on trol 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 coursel 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.

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 PARLY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL INTERNATIONAL, 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 OR PROVIDED IN SECTION 10.3 OF THIS AGREEMENT), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR FARCTIC 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, TERMS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT ARCTIC WOLF BOOK OF THE WARRANTY CLAIM SECRED FINAL CUSTOMER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT

WARRANT THAT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; OR (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 ASSOCIATED WITH ANY THIRD-PARTY SYSTEMS (NOT INCLUDING THOSE PRODUCTS AS DEFINED IN SECTION 10.4 BELOW) OR SERVICES, INCLUDING ANY CLOUD IAAS AND SAAS SYSTEMS, TOOLS, AND/OR ENVIRONMENTS AND ANY DIAGNOSTIC TOOLS, API'S, AND OTHER SUCH INTEGRATIONS, THAT CUSTOMER USES OR DEPLOYS IN CONNECTION WITH THE DELIVERY OF THE SOLUTIONS.
- 10.3 Open Source Warranty. Customer acknowledges that certain components of the Solutions ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative (or any substantially similar licenses). Arctic Wolf hereby represents and warrants that all Open Source Components in the Solutions will be provided to Customer by Arctic Wolf hereunder in a manner compliant with their applicable open source licenses. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component.
- 10.4 Third-Party Products. Third-Party Products (as defined in this Section 10.4) 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 Products" 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 Components.
- 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 endeavors 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 international, 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 FCPA and UK Bribery Act 2010; (v) not use the Solutions or 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's network resources.

Limitation of Liability.

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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR

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

- 12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.
- 13. Updates. Arctic Wolf reserves the right to modify this Agreement, the URL Terms, and the Documentation in Arctic Wolf's sole discretion or as otherwise set forth in the respective URL Terms. Should Arctic Wolf make any modifications, Arctic Wolf will post the amended terms on the applicable URL links, update the "Last Updated Date" within such documents, and notify Customer via email or such other direct 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 Agreement, URL Terms, and/or Documentation for such applicable Solutions, 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 ceases all use of the Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of the following: (A) for MDR and MR Solutions, (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following expiration or termination, and (B) for the MA Solution, within one hundred twenty (120) days of expiration or 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 Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Should Customer elect to have the Confidential Information defined in Section 7.1(i) and (ii) above returned upon expiration, it is the Customer's responsibility to work with Arctic Wolf to ensure such information is returned prior to destruction. 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 <u>Section 15</u>). 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 Unless Customer directs otherwise by sending an email to Arctic Wolf at Legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Arctic Wolf Solution.
- 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. Each party shall be primarily liable for the obligations of its respective Affiliates, agents, and subcontractors.
- 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 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 or other transfer in violation of the foregoing shall be null and void. No such assignment 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. The governing law and exclusive venue applicable to any lawsuit, settlement, or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("Domicile"), as follows:

Domícile	Governing Law	Venue
United States (including, D.C. and its inhabited territories)	Delaware	Kent County, Delaware
Canada	Ontario	Toronto
United Kingdom, Europe Union, Iceland, Switzerland, Norway, Africa, Australia, New Zealand	England & Wales	London

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Unless prohibited by governing law or venue, or otherwise inapplicable, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any dispute, controversy, or claim (including non-contractual disputes, controversies, or claims) arising out of or relating to this Agreement, the breach thereof, or its subject matter or formation, shall be referred to and finally determined by arbitration within the venue in the table above 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 To the extent permitted by law, 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 in Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.
- 15.9 This Agreement (including the URL Terms, and Order Form, and any other exhibit attached hereto) constitutes the parties' entire agreement 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, whether oral or written, provided that to the extent Customer uses any Arctic Wolf products, services, features, and/or functionalities ("New Products") subject to terms not included in the Agreement, the relevant terms in effect at the time of first use at https://arcticwolf.com/terms/ shall be deemed to govern use of such New Products unless the parties agree otherwise in writing. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Except as otherwise provided herein, this Agreement may only 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://arctic.wolf.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 Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

[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: Stollerin	
Name:Andrew Hill	Name: Steve ROBINSON	
Title: Chief Legal Officer & General Counsel	Title: President	
Date:	Date: <u>JULY</u> 30, 2025	
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address:	

And Par. Ally.

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

* * *

Mr. Branstiter stated there were multiple quotes received for this type of cyber protection, and this was the best fit for the county.

Commissioner McCarthy asked if this was in the budget, and Mr. Branstiter stated it is in the budget and this is a three year locked in cost.

Mr. Narducci stated is an added layer of cyber protection in addition to what the county already has in place. This has been planned for and was not added because of the cyber incident in May.

Mr. Branstiter left the meeting at this time.

RESOLUTION NO. 25-323:

Approve the Variance Request – Eversole Run Neighborhood, Section 10 – Variance #1 – Engineer

The Board of County Commissioners hereby approves Variance Request – Eversole Run Neighborhood, Section 10 – Variance #1.



July 23, 2025

Mr. Luke Sutton Assistant County Engineer Union County Engineer 233 West Sixth Street Marysville, Ohio 43040

Re: Eversole Run Neighborhood, Section 10 ~ Variance #1

Mr. Sutton,

Terrain Evolution on behalf of Jerome Village Company is requesting a variance to Union County Subdivision Regulations, Article 4, Section 406 – Minimum Right-of-Way Width for the Street within the Glacier Park Neighborhood, Section 14. We request that a 50 ft Right-of-Way be allowed in lieu of the stated 60 ft Right-of-way. 10 ft Easements outside the 50 ft will be provided on both sides of the Right-of-way.

Please feel free to contact me regarding these revisions or if you have any other questions at (614) 385-1092.

Sincerely,

Justin Wollenberg, PE, CPESC

Sr. Project Director

C.J. $\frac{2025}{25-313}$ Date $\frac{75-313}{17012015}$

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

RESOLUTION NO. 25-324:

<u>Approve the Union County OneOhio Recovery Grant Agreement – Paws for Purpose – Commissioners/Sheriff</u>

The Board of County Commissioners hereby approves the Union County OneOhio Recovery Grant Agreement – Paws for Purpose.

Union County, Ohio - OneOhio Recovery Grant Agreement

GRANTEE:

Union County Sheriff's Office

AMOUNT:

\$138,000.00

GRANT PERIOD:

April 30, 2025 through December 31, 2026

GRANT ID:

10H25

GRANT PURPOSE:

Paws for Purpose

INTRODUCTION

The Grant Application prepared and executed by Grantee and all supplements thereto which were submitted to Union County are incorporated into this Agreement. Grantee represents that all information in the Grant Application and any supplement thereto is true and correct. Further, Grantee agrees to administer the Grant in full compliance with the information in the Grant Application and any supplements thereto, and states that all Grant funds will be used totally for the purposes set forth and represented in the Grant Application and any supplements thereto.

GRANT TERMS

Use of Grant Funds. Grantee may use the grant funds only for the purposes stated above and under this Grant Agreement and must apply grant funds to the line items in the submitted project budget. Grantee agrees to not expend any grant funds for any purpose other than one specified in the budget submitted in the approved grant application. In addition:

- Expenses charged against this grant may not be incurred before or after the grant period ends.
- Any deviation from the submitted project budget requires prior approval by Union County.
- All unused grant funds shall be returned directly to Union County at the end of the grant period, or upon termination of the grant, whichever is earlier.
- If Grantee is serving as a fiscal sponsor, Grantee represents and warrants that all
 distributions of grant funds are under Grantee's sole discretion and control.
- If Grantee is permitted by this Grant Agreement to re-grant the grant funds to
 other organizations, Grantee will require that sub-recipients utilize grant funds
 exclusively for the purposes outlined in the approved budget and not in violation
 of this Agreement.
- No funds provided by Union County may be used in violation of state or federal law, for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study, and research.

Grant Timeline Extensions. If the Grantee cannot use grant funds within the grant period or needs additional time to complete the project, a Grantee may request an extension of the grant period via writing. Union County will determine whether a request for extension will be approved.

Required notification of changes. The Grantee agrees to notify Union County immediately of a change in circumstances that materially impacts the organization or its ability to carry out the purposes of the grant, including but not limited to:

- Entering into an agreement for a corporate reorganization (merger, asset sale, dissolution, etc.);
- Significant concerns regarding the Grantee's financial solvency;
- Receipt of an investigation or proceeding by a governmental entity into the Grantee, its board, or staff, or its purpose or use of grant funds;
- Grantee's auditor provides other than an unqualified opinion on its audit report;
- Grantee has spent grant funds in violation of this Grant Agreement; or
- Allegations of improper conduct by Grantee, any of its executive staff, or staff involved in carrying out the purposes of the grant.

Grant Payments. Grantees will receive an initial payment at the start of the grant period equal to one-fourth of 95% of the grant award. Similar payments will be made quarterly in February, May, August, and November. The final payment amounting to 5% of the grant award will be sent upon acceptance and approval of the Grantee Final Report. Union County payment dates and installment amounts are subject to change at the discretion of Union County. Grantee may request adjustments to the payment schedule if necessary.

Grant Termination; Return of Grant Funds. Union County reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any grant funds if, in Union County's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant; or (c) to comply with any law or regulation applicable to you, Union County, or this grant.

Reporting & Foundation Access. Grantee agrees to provide project reports as requested by Union County. Grantee agrees to give Union County reasonable access to the grantee's files, records, and facilities to make such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project. Grantee will provide a budget versus actual expenditure report that outlines grant payments received-to-date actual expenses incurred, and remaining balance of funds by the 20th day of February, May, August, and November during the grant period. A final report on the work accomplished under the grant and a final financial report is due within 30 days after the grant term.

Publicity and Acknowledgement of Support. Union County and Grantee mutually agrees to acknowledge the support from Union County in media releases, promotional materials, programs, publications, public reports, and social media posts related to the funded project in the following form "This [project] was made possible thanks to the support of Union County OneOhio."

<u>Liability.</u> In making this Grant, Union County does not assume any liability or responsibility for the actions of the Grantee, its executive staff, employees, volunteers, vendors, or agents in carrying out the purposes of the Grant.

This document contains the complete understanding of Union County and Grantee regarding this grant, and the document's terms and conditions may not be changed except by written agreement signed by an authorized representative of both Union County and Grantee. Union County's failure to enforce any of the provisions of this document shall not be deemed a waiver of such provision(s) or of any prior or subsequent breach.

Authority to Sign. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Signatures, Counterparts, Effective Date. This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document.

This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood and agreed that all Parties need not sign the same counterparts.

Grantee Contact Name: Mike Justice

Grantee Contact Title: Sheriff

Union County Sheriff's Office

By Mike Justice Sheriff

Date: 7/30/25

Union County, Ohio

Steve Robinson, Commissioner

Dated: 7/30/2

Approved as to form:

Assistant Drassouring Attaches

Assistant Prosecuting Attorney

C.J. 10 LJ Date 715012025

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

RESOLUTION NO. 25-325:

A Resolution to Accept the Material Terms of the Government Entity and Direct Shareholder Settlement Agreement as Submitted June 17, 2025, and to Approve the Participation in the New Governmental Entity and Shareholder Direct Settlement Agreement with Purdue Pharma and Members of the Sackler Family – Commissioners

The Board of County Commissioners approves a Resolution to Accept the Material Terms of the Governmental Entity and Direct Shareholder Settlement Agreement as Submitted June 17, 2025, and to Approve the Participation in the New Governmental Entity and Shareholder Direct Settlement Agreement with Purdue Pharma and Members of the Sackler Family.

RESOLUTION No. 25-325

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE GOVERNMENT ENTITY AND DIRECT SHAREHOLDER SETTLEMENT AGREEMENT AS SUBMITTED JUNE 17, 2025, AND TO APPROVE PARTICIPATION IN THE NEW GOVERNMENTAL ENTITY AND SHAREHOLDER DIRECT SETTLEMENT AGREEMENT WITH PURDUE PHARMA AND MEMBERS OF THE SACKLER FAMILY.

WHEREAS, Union County has previously approved the Nationwide Opioid Settlement Agreement to resolve claims involving Purdue Pharma as well as other entities in the Opioid Supply Chain; and

WHEREAS, Union County holds a claim against Purdue Pharma, L.P. and/or one or more of its Affiliated Debtors in the Chapter 11 bankruptcy proceedings, Case No. 19-23649 (SHL), in the United States Bankruptcy Court, Southern District of new York; and

WHEREAS, a Thirteenth Amended Plan of Reorganization for Purdue Pharma, L.P. and its affiliated debtors, including the Sackler Covered Parties, which includes members of the Sackler Families and certain other individuals and related parties, has been negotiated as a result of provisions in prior plans having been overruled on appeal; and

WHEREAS, if approved, this Thirteenth Amended Plan of Reorganization will require the Sackler families to pay up to an additional \$6.5 billion in exchange for settlement and release of certain civil claims against them, which payments will be administered and distributed to the members of various classes of claimants according to the Plan; and

WHERFAS, this Board must affirmatively elect to participate in the new settlement and consent to the releases to obtain any payments under the settlement; and

Now, Therefore, Be It Resolved By The Board Of County Commissioners, Union County, Ohio, That:

<u>Section 1</u>. The Board accepts the Governmental Entity and Shareholder Direct Settlement Agreement and consents to the Release of Claims that is a part of the settlement.

Section 2. The Board directs staff, in conjunction with the Office of the Prosecuting Attorney, to submit the necessary Subdivision Participation and Release form on behalf of the Board of County Commissioners, Union County, Ohio accepting the Governmental Entity and Direct Shareholder Settlement, including the related Release of Claims so that it is received before the voting deadline of September 30, 2025

<u>Section 3</u>. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred in an open meeting of this Board, and that all

deliberations of this Board that resulted in succepublic and in compliance with all legal require DAVID A. LAWKING introduced this result all vote, and the results were:	th formal action were in meetings open to the ments including Revised Code \$121.22. solution and moved its passage; tion; and after discussion, the chair called a
Steve Robinson (Yes) No Tom McCarthy (Yes) No	
Passed: JULY 30 , 2025 ATTEST: MULLUL JULY 20	BOARD OF COUNTY COMMISSIONERS UNION COUNTY, OHIO Allune
Mallory (Lemman, Clerk	Steve Robinson Mulauly Tom McCarthy David A. Lawrence
Approved as to Form: Thayne D. Gray Assistant Prosecuting Attorney	3°

A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

RESOLUTION NO. 25-326:

A Resolution to Approve Casting a Ballot to Accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma, L.P. and its Affiliated Debtors – Commissioners

The Board of County Commissioners hereby Approve Casting a Ballot to Accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma, L.P. and its Affiliated Debtors.

RESOLUTION No. 25-326

A RESOLUTION TO APPROVE CASTING A BALLOT TO ACCEPT THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA, L.P. AND ITS AFFILIATED DEBTORS.

WHEREAS, Union County has previously approved the Nationwide Opioid Settlement Agreement to resolve claims involving Purdue Pharma as well as other entities in the Opioid Supply Chain; and

WHEREAS, Union County holds a claim against Purdue Pharma, L.P. and/or one or more of its Affiliated Debtors in the Chapter 11 bankruptcy proceedings, Case No. 19-23649 (SHL), in the United States Bankruptcy Court, Southern District of new York; and

Whereas, this Thirteenth Amended Plan of Reorganization for Purdue Pharma, L.P. and its affiliated debtors comes before this Board as a result of provisions in prior plans having been overruled on appeal; and

Whereas, if approved, this Thirteenth Amended Plan of Reorganization will require the Sackler families to pay up to an additional \$6.5 billion in exchange for settlement of certain civil claims against them, which payments will be administered and distributed to the members of various classes of claimants according to the Plan; and

Whereas, the Official Committee of Unsecured Creditors appointed in the Purdue Pharma bankruptcy cases recommends approval of the Thirteenth Amended Plan as providing for faster and more certain monetary recoveries for all claimants that any other available alternative;

Now, Therefore, Be It Resolved By The Board Of County Commissioners, Union County, Ohio, That:

<u>Section 1</u>. The Board approves the Thirteenth Amended Joint Plan of Reorganization in the Purdue Pharma bankruptcy cases.

Section 2. The Board directs staff, in conjunction with the Office of the Prosecuting Attorney to submit a ballot on behalf of the Board of County Commissioners, Union County, Ohio accepting the Amended Plan so that it is received before the voting deadline of September 30, 2025.

Section 3. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Revised Code §121.22.

TOM MCCOPHU introd DOVIOLA: LAWIENCE secon roll call vote, and the results were:	ded th	his res ie moti	olution and moved its passage; on; and after discussion, the chair called a
Steve Robinson	Yes	No	
Tom McCarthy	(68)	No	
Dave Lawrence	es	No	
Passed: TVM 30 ATTEST: Mallory Lemman, Cler	, 20 <u>75</u> rk	2	BOARD OF COUNTY COMMISSIONERS UNION COUNTY, OHIO Steve Robinson Tom McCarthy David A. Lawrence
Approved as to Form: Thayne D. Gray Assistant Prosecuting Attorney	PG 20	25	

A motion was made by Tom McCarthy and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

* * *

RESOLUTION NO. 25-327:

Payment of Bills

The Board of County Commissioners approved the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of July 28, 2025.

Vendor	Name	CK RUN	Invoice	PO I	nvoice Amt Status	Dept
4353	ASPHALT MATERIALS, INC	073025	9013373182	20254346	54,046.88 Pending approval	422
	Add Desc: CRS-2P Asphalt for	chip seal				
5426	DOUBLE Z CONSTRUCTION	073025	001	20253195	57,050.00 Pending approval	422
	Add Desc: Precast box beams	for Kaiser Rd br	idge			
516	SILCO FIRE PROTECTION	073025	1153932	20250921	72,172.08 Pending approval	470
	Add Desc: County buildings m	onitoring/inspe	ctions for video surveilland	e and access co	ntrol system	
38	CITY OF MARYSVILLE	073025	217423	20250868	79,091.44 Pending approval	412
	Add Desc: Municipal Court 20	25 1st half purs	uant to O.R.C.1901.11, 190	1.31 and 1901.3	32	

C.J. 7025 75-371 Date 130 2005

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

ADMINISTRATOR ACTION NO. 25-090A:

Payment of Bills

County Administrator William Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of July 28, 2025.

Vendor Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
1039 REPUBLIC WASTE SERVI	073025	0046-006320483	20250478	1.82 Pending approval	422
7406 AMAZON CAPITAL	073025	1RLF-FV4W-3QYK	20254650	5.80 Pending approval	422
1127 QUILL CORPORATION	073025	44963323	20250303	6.63 Pending approval	410
8963 FRANKLIN ELECTRIC CO	073025	578147551	20251089	7.50 Pending approval	420
7406 AMAZON CAPITAL	073025	1D96-9DYN-PM7M	20254586	8.99 Pending approval	422
7406 AMAZON CAPITAL	073025	14PG-F31H-WMMJ	20250500	8.99 Pending approval	422
1127 QUILL CORPORATION	073025	44947563	20250303	9.19 Pending approval	410
7406 AMAZON CAPITAL	073025	1WF9-3GJG-YFL4	20250500	ACADO - 1000 - 1	422
7406 AMAZON CAPITAL	073025	16VW-3G7W-7JXY	20250500	15.50 Pending approval	
2095 GREEN, GARY	073025	June 2025		16.14 Pending approval	422
1127 QUILL CORPORATION	073025	44811394	20251509	16.24 Pending approval	418
1127 QUILL CORPORATION	73025		20250190	17.38 Pending approval	410
6354 KRAMER ENTERPRISES,	073025	44744379 133115	20254597	18.05 Pending approval	436
6354 KRAMER ENTERPRISES,			20250497	21.79 Pending approval	422
10316 COUGHLIN AUTOMOTIVE	073025 073025	134403 516000617	20250497	21.79 Pending approval	422
2084 MONTGOMERY COUNTY	073025		20250225	25.00 Pending approval	438
1522 CENTURYLINK		ft1000030961	20251265	26.31 Pending approval	410
	073025	Jul-Aug 25 toll free	20254635	26.37 Pending approval	420
1127 QUILL CORPORATION	073025	44817059	20250190	34.38 Pending approval	410
2119 GORDON FLESCH COMPAN		15241848	20250962	34.41 Pending approval	414
2119 GORDON FLESCH COMPAN		IN15241572	20250330	35.00 Pending approval	438
1127 QUILL CORPORATION	73025	44741874	20254597	36.87 Pending approval	436
4356 KONICA MINOLTA BUSIN	073025	502857613	20250468	37.40 Pending approval	422
4356 KONICA MINOLTA BUSIN	073025	502856588	20250468	37.40 Pending approval	422
521 MASI	073025	5270598	20250493	38.60 Pending approval	422
833 VERIZON WIRELESS GRE	073025	Roads6117400687	20252413	40.11 Pending approval	422
1873 PARR PUBLIC SAFETY E	073025	INV112847	20250324	41.99 Pending approval	438
978 AEP OHIO	073025	7252 June/July25	20250712	43.78 Pending approval	422
10226 WESLEY, MICHAEL	073025	071607174732	20254656	47.32 Pending approval	404
177 UNION RURAL ELECTRIC	073025	Bear Swamp June 25	20250498	49.00 Pending approval	422
7406 AMAZON CAPITAL	073025	1YL4-V911-R4L7	20250500	50.00 Pending approval	422
9160 LEWIS, KIRYN	073025	NYTD post emanc.	20254618	50.00 Pending approval	420
2119 GORDON FLESCH COMPAN	073025	IN15239344	20250137	52.00 Pending approval	438
521 MASI	073025	5250312	20250493	52.60 Pending approval	422
521 MASI	073025	5270770	20250493	52.60 Pending approval	422
521 MASI	073025	5260413	20250493	52.60 Pending approval	422
978 AEP OHIO	073025	7090 June/July25	20250712	53.39 Pending approval	422
6354 KRAMER ENTERPRISES,	073025	133116	20250479	54.15 Pending approval	422
6354 KRAMER ENTERPRISES,	073025	134404	20250479	54.15 Pending approval	422
1497 AUTO ZONE INC	073025	01731308965	20250221	54.38 Pending approval	438
2119 GORDON FLESCH COMPAN	073025	IN15232331	20250485	55.62 Pending approval	422
177 UNION RURAL ELECTRIC	073025	Warner June 25	20250481	57.00 Pending approval	422
177 UNION RURAL ELECTRIC	073025	Inskeep June25	20250481	58.81 Pending approval	422
7406 AMAZON CAPITAL	073025	1R6L-LKR6-NCNF	20254585	59.39 Pending approval	422
7406 AMAZON CAPITAL	073025	177R-361M-6QDH	20254580	60.16 Pending approval	422
1431 UNION COUNTY SHERIFF	073025	217142	20250394	62.68 Pending approval	438
1430 PURCHASE POWER	073025	1027792545	20251252	65.25 Pending approval	420
52 DAYTON POWER & LIGHT	073025	7/1/25 Axe-Handle	20250480	66.64 Pending approval	422
177 UNION RURAL ELECTRIC	073025	Fedex June25	20250481	67.67 Pending approval	422
1127 QUILL CORPORATION	73025	44742713	20254597	69.32 Pending approval	436
1127 QUILL CORPORATION	73025	44948764	20250948	69.99 Pending approval	414
122 MARYSVILLE PRINTING	073025	56423	20250129	73.08 Pending approval	438
2119 GORDON FLESCH COMPAN	73025	i01038933	20247068	73.33 Pending approval	440
177 UNION RURAL ELECTRIC	073025	Mitch Dewitt June25	20250481	74.00 Pending approval	422

						PR (44)
Vendor	Name	CHECK RUN		PO	Invoice Amt Status	Dept
	COUGHLIN AUTOMOTIVE	073025	516000559	20250225	74.99 Pending approval	438
Aller Section 197	COUGHLIN AUTOMOTIVE	073025	516000230	20250225	74.99 Pending approval	438
22222	COUGHLIN AUTOMOTIVE	073025	516000283	20250225	74.99 Pending approval	438
	COUGHLIN AUTOMOTIVE	073025	516000517	20250225	74.99 Pending approval	438
	COUGHLIN AUTOMOTIVE	073025	516000380	20250225	74.99 Pending approval	438
10316	COUGHLIN AUTOMOTIVE	073025	516000519	20250225	74.99 Pending approval	438
10316	COUGHLIN AUTOMOTIVE	073025	516000260	20250225	74.99 Pending approval	438
1045	JOHNSON CONTROLS	073025	41514687-1	20246813	75.09 Pending approval	470
978	AEP OHIO	073025	7002 June/July25	20250712	77.06 Pending approval	422
521	MASI	073025	5280271	20250493	77.20 Pending approval	422
1522	CENTURYLINK	073025	217420	20246892	80.00 Pending approval	470
52	DAYTON POWER & LIGHT	073025	6/27 SR347	20250491	80.43 Pending approval	422
7406	AMAZON CAPITAL	073025	17DN-Y46R-3L1Y	20254577	84.67 Pending approval	422
5612	CHARM-TEX, INC.	073025	0409928	20251024	87.28 Pending approval	418
1039	REPUBLIC WASTE SERVI	073025	0046-006322605	20251390	88.26 Pending approval	422
1039	REPUBLIC WASTE SERVI	073025	0046-006322606	20251390	88.57 Pending approval	422
1127	QUILL CORPORATION	073025	4483327	20250190	98.26 Pending approval	410
7406	AMAZON CAPITAL	073025	1FH6-XK3K-9HH4	20251023	100.07 Pending approval	418
8023	CBTS LLC	073025	00109710806	20254606	101.41 Pending approval	420
8151	K & M TIRE INC	073025	100173215	20254604	102.00 Pending approval	422
1039	REPUBLIC WASTE SERVI	073025	0046-006320761	20251390	105.49 Pending approval	422
18	VANCE'S SHOOTERS SUP	073025	1272092-IN	20250203	106.00 Pending approval	438
7406	AMAZON CAPITAL	073025	177R-361M-7Y4K	20254579	109.30 Pending approval	422
4450	WEAVER, ANDREA	073025	211011221	20254655	112.21 Pending approval	404
1484	KLEIBER, JON	073025	2025PG012	20254576	113.92 Pending approval	426
	MONTGOMERY COUNTY	073025	30964	20254639	114.45 Pending approval	426
	MASI	073025	5270538	20250493	115.80 Pending approval	422
1774	CULLIGAN OF MARYSVIL	073025	217442	20254649	122.85 Pending approval	470
	KLEIBER, JON	073025	20082017,2022pg041	20254576	129.58 Pending approval	426
177	UNION RURAL ELECTRIC	073025	MOps June25	20250481	133.00 Pending approval	422
	CFIS GROUP INC.	073025	47437	20254588	135.80 Pending approval	422
	MASI	073025	5260224	20250493	137.75 Pending approval	422
	ZANDER PEST CONTROL	073025	46114	20254641	140.00 Pending approval	420
	TERMINAL SUPPLY CO.	073025	42209-00	20254632	148.88 Pending approval	422
	SILCO FIRE PROTECTIO	073025	6004744	20250921	149.50 Pending approval	470
	SILCO FIRE PROTECTIO	073025	6003096	20250921	149.50 Pending approval	470
	SILCO FIRE PROTECTIO	073025	6000123	20250921	149.50 Pending approval	470
	SILCO FIRE PROTECTIO	073025	6000410	20250921	149.50 Pending approval	470
	MCAULIFFE'S ACE	073025	June25	20254633	149.98 Pending approval	422
	VERIZON WIRELESS GRE	073025	Eng6117400687	20250471	154.89 Pending approval	422
	COUGHLIN AUTOMOTIVE	073025	516000628	20250225	159.95 Pending approval	438
	LANGHALS, MATTHEW	073025	2010-2-005	20254646	165.00 Pending approval	426
	MASI	073025	5260621	20250493	183.20 Pending approval	422
	RICHWOOD BANKING VIS	073025	BldgJune25	20254594	196.03 Pending approval	422
	BOBCAT ENTERPRISES	073025	P12325	20254582	204.52 Pending approval	422
	TAYLOR, JOHN K.	073025	15152	20254600	210.00 Pending approval	422
	REPUBLIC WASTE SERVI	073025	0046-006320414	20250478	213.04 Pending approval	422
	UNION RURAL ELECTRIC	073025	Crottinger June 25	20250478	221.00 Pending approval	422
570,000	SILCO FIRE PROTECTIO	073025	6004124	20250498	224.50 Pending approval	470
					AND THE PERSON NAMED IN TH	422
	THE TRANZONIC	073025 073025	IN05452877 INV112859	20254583	224.98 Pending approval	422
	PARR PUBLIC SAFETY E				227.39 Pending approval	
	PARR PUBLIC SAFETY E	073025 073025	INV112856 INV112858	20250324	227.39 Pending approval	438 438
18/3	PARK PUBLIC SAFETY E	073025	IIAA117828	20750374	227.39 Pending approval	438

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
	3 PARR PUBLIC SAFETY E	073025	INV112857	20250324	227.39 Pending approval	438
	3 PARR PUBLIC SAFETY E	073025	INV112855	20250324	227.39 Pending approval	438
	3 PARR PUBLIC SAFETY E	073025	INV112854	20250324	227.39 Pending approval	438
	6 COUGHLIN AUTOMOTIVE	073025	516000376	20250225	235.23 Pending approval	438
	4 MOTION INDUSTRIES IN	073025	OH61-01045489	20254591	240.52 Pending approval	422
	6 SILCO FIRE PROTECTIO	073025	6002642	20250921	244.50 Pending approval	470
671	7 STATE INDUSTRIAL PRO	073025	903860903	20246831	250.27 Pending approval	470
909	O HD SUPPLY INC	073025	INV00766630	20254627	264.37 Pending approval	422
13	8 VANCE'S SHOOTERS SUP	073025	1272090-IN	20250203	264.98 Pending approval	438
435	6 KONICA MINOLTA BUSIN	073025	502857417	20250467	266.20 Pending approval	422
112	7 QUILL CORPORATION	07302025	44658338	20254570	274.00 Pending approval	416
1032	OHIO CPR CERTS, LLC	073025	4187	20254647	275.00 Pending approval	438
112	3 ZANDER PEST CONTROL	073025	46009	20246850	280.00 Pending approval	470
187	3 PARR PUBLIC SAFETY E	073025	INV113207	20250324	291.44 Pending approval	438
17	7 UNION RURAL ELECTRIC	073025	Darby Meadows June 25	20250498	292.00 Pending approval	422
10020	M.J. DESIGN ASSOCIAT	073025	202500905	20254590	292.60 Pending approval	422
104	5 JOHNSON CONTROLS	073025	41514688-1	20246816	299.34 Pending approval	470
224	RICHWOOD BANKING VIS	073025	MOps June 25	20254593	302.71 Pending approval	422
5114	4 OSBURN ASSOCIATES IN	073025	INV12819	20253690	310.00 Pending approval	422
5114	OSBURN ASSOCIATES IN	073025	INV12699	20253636	325.00 Pending approval	422
10316	COUGHLIN AUTOMOTIVE	073025	516000621	20250225	356.44 Pending approval	438
177	7 UNION RURAL ELECTRIC	073025	Parrott June 25	20250498	360.00 Pending approval	422
6354	KRAMER ENTERPRISES,	073025	134402	20250479	362.72 Pending approval	422
10316	COUGHLIN AUTOMOTIVE	073025	516000302	20250225	364.94 Pending approval	438
6354	KRAMER ENTERPRISES,	073025	133114	20250479	384.84 Pending approval	422
10198	WHARTON, KOTA	073025	INV-343	20252450	416.00 Pending approval	422
516	SILCO FIRE PROTECTIO	073025	6020159	20250921	437.50 Pending approval	470
2669	OHIO ASSOCIATION OF	73025	217350	20254566	450.00 Pending approval	414
7778	3 STEPMOBILE	73025	5848	20250963	451.55 Pending approval	414
8335	BREEZELINE	073025	070825-080725	20254652	460.15 Pending approval	404
1127	QUILL CORPORATION	073025	44778765	20250132	479.36 Pending approval	438
10198	WHARTON, KOTA	073025	INV-344	20252450	488.00 Pending approval	422
10004	PETRY, MICHAEL	073025	8 hrs behind KS	20254607	490.00 Pending approval	420
2119	GORDON FLESCH COMPAN	073025	IN15238133	20251238	562.98 Pending approval	420
2885	JAN WILKERSON AUTO	073025	15107	20254636	581.50 Pending approval	420
1932	TREASURER STATE OF O	073025	26L0394	20250217	600.00 Pending approval	438
38	CITY OF MARYSVILLE	073025	M Ops June 25	20250488	602.31 Pending approval	422
5114	OSBURN ASSOCIATES IN	073025	INV12631	20253396	610.00 Pending approval	438
1522	CENTURYLINK	073025	217421	20250851	612.91 Pending approval	470
937	STATE CHEMICAL MANUF	073025	903862833	20250490	647.69 Pending approval	422
7858	QUADIENT, INC.	073025	Q1942085	20240582	693.15 Pending approval	412
833	VERIZON WIRELESS GRE	073025	Bldg6117400687	20250505	705.18 Pending approval	422
2204	WALMART COMMUNITY BR	073025	1663935361	20254617	731.25 Pending approval	420
18	VANCE'S SHOOTERS SUP	073025	1272091-IN	20250203	735.00 Pending approval	438
9106	COLUMBUS DOOR SALES	073025	14253	20254589	737.00 Pending approval	422
10328	RESTORATION WITH DES	073025	353	20254559	798.76 Pending approval	418
1862	AREA ENERGY & ELECTR	073025	365172	20254581	805.10 Pending approval	422
	UNION RURAL ELECTRIC	073025	Raymond June25	20250498	818.69 Pending approval	422
	AG-PRO OHIO, LLC	073025	July25	20250510	822.69 Pending approval	422
2753	OHIO PUBLIC TRANSIT	073025	20874	20254637	825.00 Pending approval	420
521	MASI	073025	5250437	20250493	999.00 Pending approval	422
	FOURTH COAST SUPPLY	073025	2954901	20254613	999.85 Pending approval	418
	COUGHLIN AUTOMOTIVE	073025	516000234	20250225	1,014.73 Pending approval	438

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
15.5	TRI-RIVERS JVS	073025	Q3 tuition MS	20254634		Pending approval	420
	QUILL CORPORATION	073025	44816325	20250190		Pending approval	410
	BLUE, ESQ., ROBERT M.	73025	217346	20250954		Pending approval	414
	ACCESS FKA RECALL	73025	11654670	20247147		Pending approval	436
	JOHNSON CONTROLS	073025	41514688	2024/14/		Pending approval	470
	JOHNSON CONTROLS	073025	41514687	20240702		Pending approval	470
	UNION RURAL ELECTRIC	073025	Millcreek June 25	20250498		Pending approval	422
	CRASH DATA GROUP INC	073025	13819	20254454		Pending approval	438
	KROGER	073025	54813 7/22/25	20251026	2014-2013-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	Pending approval	418
	CITY OF DUBLIN	073025	4950	20250472		Pending approval	422
	WINGS ENRICHMENT CEN	073025	3024929	20254615		Pending approval	420
	SENTINEL OFFENDER SV	73025	706832, 208278	20250940	COMOGNO SOLVENS U.	Pending approval	414
	DAYTON POWER & LIGHT	073025	217404	20250855	A sector was	Pending approval	470
	SMART OIL COMPANY	073025	101214	20250486	200000000000000000000000000000000000000	Pending approval	422
	OHIO TRANSLATION SER	073025	20250719069	20254587		Pending approval	426
	WASHINGTON AUTO PART	073025	June25	20250476	all married	Pending approval	422
	GSP NETWORKS	073025	8939	20252474	7177 W. 104 TO 224 WE CONTROL	Pending approval	404
	COUGHLIN AUTOMOTIVE	073025	515000290	20250146		Pending approval	438
	UNIQUE PAVING MATERI	073025	86716	20254601	0.0000000000000000000000000000000000000	Pending approval	422
	SMART OIL COMPANY	073025	101215	20250486		Pending approval	422
	CITY OF MARYSVILLE	073025	12042112-617 7/16/25	20250811	- 1500 CONT. CONT.	Pending approval	418
	UNION COUNTY PERSONA	073025	Q2 2025	20251270		Pending approval	420
	COUGHLIN AUTOMOTIVE	073025	516000189	20250225		Pending approval	438
38	CITY OF MARYSVILLE	073025	250601	20250492	2,700.00	Pending approval	422
	LYON, DIANA	073025	Lyons&Sons	20254584		Pending approval	412
	PARR PUBLIC SAFETY E	073025	INV111223	20247930		Pending approval	438
	TREASURER STATE OH (073025	June25	20250507		Pending approval	422
	TROJAN TECHNOLOGIES	073025	200 50004080	20254077		Pending approval	422
9858	WEX BANK	073025	1060700111	20251235	3,506.66	Pending approval	420
6773	UNION COUNTY GUARDIA	073025	2025-33	20251245	3,750.00	Pending approval	420
774	SALVATION ARMY GREAT	073025	Q2 2025	20254640	4,945.00	Pending approval	420
833	VERIZON WIRELESS GRE	073025	6118284742	20254638	5,660.11	Pending approval	420
52	DAYTON POWER & LIGHT	073025	217408	20250855	5,719.78	Pending approval	470
2171	BRICKER GRAYDON, LLP	073025	2067983	20252656	5,918.75	Pending approval	470
451	SMART OIL COMPANY	073025	101216	20250486	6,045.00	Pending approval	422
783	APPRAISAL RESEARCH C	073025	118677	20253472	6,165.42	Pending approval	404
52	DAYTON POWER & LIGHT	073025	217407	20250855	9,500.99	Pending approval	470
9521	SUPERIOR UNIFORM SAL	073025	437867	20252402	9,741.28	Pending approval	438
8206	LEGENDS LIFT &	073025	UCSS062025	20254616	9,741.89	Pending approval	420
557	SHELLY MATERIALS INC	073025	2790901	20254596	11,514.08	Pending approval	422
7824	PALMER ENGINEERING	073025	12931.00.00-1	20252967	15,700.00	Pending approval	422
1852	TRANE	073025	217389	20250930	16,190.34	Pending approval	470
8577	SAFEBUILT OHIO LLC	073025	2014298	20254595	19,477.56	Pending approval	422
783	APPRAISAL RESEARCH C	073025	118650	20253472	23,434.20	Pending approval	404
7054	AMERICAN STRUCTUREPO	073025	192751	20253426	25,491.40	Pending approval	422
8206	LEGENDS LIFT &	073025	UC062025	20254642	27,824.33	Pending approval	420
5771	DELAWARE COUNTY JUVE	073025	3rd Q 2025	20247011	28,973.35	Pending approval	426
9281	STRAND ASSOCIATES	073025	226974	20254599	35,632.27	Pending approval	422

ON THE

7/30/2025

25

ADMINISTRATOR ACTION NO. 25-091A:

Transfer of Appropriations and/or Funds

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AN	OUNT
612	1	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	- 1	\$:	27,600.00
612	2	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	1	\$	5,000.00
612	3	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	1	\$	400.00
612	4	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	1	\$	180.00
612	5	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	1	\$	2,600.00
612	6	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	1	\$	90.00
612	7	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	1	\$	5.00
612	8	7/17/2025	ONEOHK9	7/17/2025	Pending approval	bsattler			10H25	from unencumbered funds	7/17/2025	I	\$	40.00
			Transfer funds into ificate Received	OneOhio Grant I	Funds - Sheriff									
745	1	07/23/2025	PROJ CODE	07/23/2023	Pending approval	bsattler			LEL80	from unencumbered funds	07/23/2025	Ţ	\$	28,000.00
		ADD'I DESC: 1	Transfer funds into	l aw Enforcemen	nt Liaison Grant Fund	ls - Shariff								
			ificate Received		The state of the s	.5 5.101111								
853	1	7/25/2025	Amond	7/75/2025	Dandina annua al	ala alla a					- / /	_		
853	2	7/25/2025			Pending approval Pending approval	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1				to cover costs of supplies	7/25/2025	D	1000	7,500.00
653	2	1/23/2023	Amena	1/23/2023	rending approval	Coalley				to cover costs of supplies	7/25/2025	i	\$	7,500.00
		ADD'L DESC:	ncrease funds to al	ign with expend	itures - Auditor									
907	1	7/28/2025	transfer	7/28/2025	Pending approval	manderson				Cover GIS conf fees	7/28/2025	D	\$	358.00
907	2	7/28/2025	transfer	7/28/2025	Pending approval	manderson				Cover GIS conf fees	7/28/2025	I	\$	358.00
		ADD'L DESC:	Transfer funds to ali	gn with expendi	itures - Engineer									
		4	MA	Li						7-30.3	5	(1	15
		Administrato	or							7/30/2025	•	C.J.	75	-0014

Received the following Certificates from the County Auditor this date:

Certificate of County Auditor That the Total appropriations from Each Fund Do Not Exceed the Official Estimate of Resources Rev. Code, Sec 5705.39

County Auditor's Office, <u>Union</u> County, Ohio,

<u>Marysville</u>, Ohio, July 17, 2025

To Union County Commissioners

I, <u>Andrea L. Weaver</u>, County Auditor of <u>Union</u> County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do ¹not exceed the ² <u>April 8, 2025</u> amended estimate of resources for the fiscal year beginning January 1st, 20 25, as determined by the Budget Commission of said County.

Andrea L. Weaver, County Auditor,

<u>Union</u> County, Ohio.

- 1. If such is not the case strike out the word not
- 2. Or insert "last amended."

Funds 209 - Sheriff Rotary

Received the following Certificates from the County Auditor this date:

Certificate of County Auditor That the Total appropriations from Each Fund Do Not Exceed the Official Estimate of Resources

Rev. Code, Sec 5705.39

County Audito	or's Office,_	Union	County, Ohio
Marysville	_, Ohio, Jul	y 25, 202	5

To Union County Commissioners

I, <u>Andrea L. Weaver</u>, County Auditor of <u>Union</u> County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do ¹not exceed the ² <u>April 8, 2025</u> amended estimate of resources for the fiscal year beginning January 1st, 20, 25, as determined by the Budget Commission of said County.

Andrea L. Weaver, County Auditor, Aw

Union County, Ohio.

- 1. If such is not the case strike out the word not
- 2. Or insert "last amended."

Funds

209 - Sheriff Rotary

RESOLUTION NO. 25-328:

<u>Executive Session – Pursuant to O.R.C(G)(1) to Consider the Employment of a Public Employee – Commissioners</u>

The Board of County Commissioners entered into executive session at 9:03 a.m. to consider the employment of a public employee. In attendance were Brian Butcher, Clemons and Nelson; and Heidi Miller, Clemons and Nelson. The session ended at 9:48 a.m.

*No action was taken.

A motion was made by Steve Robinson and seconded by David A. Lawernce to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawernce, Yea

* * *

- * County Administrator William Narducci provided the following updates:
 - There have been over 50 resumes sent in for the budget analyst position. He is working with Ginger Yonak to get those narrowed down to a reasonable number for interviews.
 - He had a conversation with Eric Phillips about a company in Jerome Township being acquired by another company based out of northeast Ohio. The company is part of the enterprise zone and has an abatement. Mr. Narducci and Mr. Phillips explained to the company they will need to go in front of the Tax Incentive Review Council to go through the proper steps to keep the abatement.
 - He will be meeting with representatives from the City of Marysville and Jerome Township for utility services in the area. There have been several meetings, and he will keep the Board updated with any new information.
 - Plans for the Japan trip are still underway. Japanese exchange students will be here the last week of August. There is a welcome ceremony on Sunday, August 24 at the Honda Heritage Center. The chaperones for the students will have dinner at Der Dutchman on Tuesday, August 26, and Mr. Narducci has asked for one Commissioner to join them.

* * *

- *Assistant County Prosecutor Thayne Gray provided the following updates:
 - He received a request from the FAA. They are requesting signature authority on airports grants. There is not a specific grant, but this will give permissions for authorized signers. There will be some documents requiring a co-sponsor, and the co-sponsor is the county.
 - Commissioner Robinson stated Commissioner McCarthy should be listed because he is the county representative on the Airport Board.
 - He has talked with an attorney about updates on the biodigester operation in York Township. That project is moving along, but they are still in the permitting phase with the Ohio EPA.

* * *

*Clerk to the Board of Commissioners Mallory Lehman provided the following updates:

• No report.

* * *

*Commissioner David A. Lawrence provided the following updates:

- He attended the Chamber Board of Trustees meeting. Karen Elyon is retiring at the end of the year.
- He met with Mr. Narducci and the New Albany Company last Friday.
- He attended the North Central Ohio Solid Waste District meeting on Monday.

* * *

Commissioner Tom McCarthy provided the following updates:

- He has talked to Adam Negley from Mental Health and Recovery. Wings will be cutting back on their hours. Local funding for Wings has increased, but they are having staffing issues.
- The City of Marysville uses a system called Clear Gov. It takes data from Munis and puts it into graphs. This might be something for the county to consider using.

* * *

Commissioner Steve Robinson provided the following updates:

- He had a CEBCO Board meeting last week. They have decided to no longer use Garner Health.
- Commissioner McCarthy asked what Garner Health is, and Mr. Narducci stated Union County was part of a pilot program with Garner Health and it is way for employees to get reimbursed for medical some medical procedures. Employees must go to a preferred provider and would be reimbursed for procedures and co-pays.
- Other counties are using a different company for something similar, and moving forward Union County will be using this.
- Richwood Fair has reached out to him and asked why the county does not pay insurance on buildings like they do at the Union County Fair.

* * *

*Received the following plats:

- Del Webb Maygrass (AKA Jerome), Phase 1B Final Plat
- Currier Ridge Final Plat
- The Shops at Hawk's Landing Final Plat
- Jerome Village, Eversole Run Neighborhood, Section 7 (ERN-7) Amended Preliminary Plat
- Jerome Village, Eversole Run Neighborhood, Section 9 (ERN-9) Preliminary Plat
- Glacier Pointe, Section 5, Phase 2 Final Plat
- Jerome Village, Stillwell at Jerome Village Preliminary Plat Extension
- Jerome Village, Eversole Run Neighborhood, Section 10 (ERN-10) Preliminary Plat
- Glacier Pointe, Section 4, Phase 1 Final Plat

*Received the State of Ohio Department of Development Office of Community Development Request for Release of Funds (RROF) and Certification for Federally Funded State Projects

State of Ohio Department of Development Office of Community Development

REQUEST FOR RELEASE OF FUNDS (RROF) AND CERTIFICATION FOR FEDERALLY FUNDED STATE PROJECTS

Pursuant to Section 104 (g) of Title I, Housing and Community Development Act of 1974, as amended; Section 288 of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

Part 1: General Information

Certifying Officer Name and Title, Responsible Entity name, and Mailing	Administering Agent name and Address:	
Address: Steve Robinson, President Union County Commissioners 233 West 6 th Street Marysville, OH 43040	Thomas J. Perry CDC of Ohio, Inc. P.O. Box 06247 Columbus, Ohio 43206	Submit Form and Public Notice(s) to the Ohio Department of Development Office of Community Development at ocd@development.ohlo.gov.
Phone: 937-645-3012 Email: commissioners@unioncountyohio.gov	Phone: 614-445-8373 Email: thomasjperry@att.net	

Part 2: Request for Release of Funds

The Responsible Entity requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following Activity(ies)/Project(s):

Grant Agreement No.	Name of Project and Activity (as listed in Attachment A of the Grant Agreement)	Activity No.	List the Amount of Federal Funds Budgeted for Each Activity	List the Activity Location, as Designated in the Grant Agreement	Describe the Entire (Aggregated) Project	Level of Environmental Finding: CE (Categorical Exclusion) EA (Environmental Assessment)
B-W-24-1CU-1	Sewer Facility Improvements	Project 2/Activity 1	\$720,000	Union County/Magnetic Springs	Union County will extend approximately 40,000 linear feet of 8" sanitary sewer and 6" force main, add 35 manholes, and install 1 lift station to serve 91 households (350 residents) in the Village of Magnetic Springs. Union County will use other local and state funds to pay for the lateral service hookups for all households within the village.	EA

Part 3: Environmental Certification

With reference to the Activity(ies)/Project(s) identified on the reverse side of this form, I, the undersigned certifying officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action.)

- 1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making, and action pertaining to the project(s) listed herein.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as
 amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply
 with the authorities in 24 CFR 58.6 and applicable State and local laws.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation
 Act, and its implementing regulations 36 CFR 800.
- 4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed project(s) described herein, I have found that the proposal · DID X DID NOT require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
- 5. The responsible entity has, prior to submitting this request for release of funds and certification, published, in the manner prescribed by 24 CFR 58.43, a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy. (ATTACH COPY(IES) OF NOTICE(S))
- 6. The dates for all statutory and regulatory time periods for review, comment, or other action are in compliance with the procedures and requirements of 24 CFR Part 58. The following provides a summary of critical dates:

Categorically Excluded Projects (CE)	Notice of Intent to Request Release of Funds (NOI/RROF) Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices (e.g., floodplain/wetland) and Date Published
Environmental Assessment Projects (EA)	Combined Notice (FONSI & NOI/RROF) Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices (e.g., floodplain/wetland) and Date Published
()	July 16, 2025	July 31, 2025	August 1, 2025	August 18, 2025	Early Floodplain Notice: May 22, 2025
					Final Floodplain Notice: July 16, 2025

- 7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
- 8. I am authorized to and do accept, on behalf of the responsible entity personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Name of Certifying Officer of the Responsible Entity	Signature	Title	Date
Steve Robinson	Ja Polin	President, Union County Commissioners	8/1/2025

WARNING: Section 1001 of Title 18 of the United States Code shall apply to this certification.

*Commissioner Steve Robinson adjourned the meeting at 10:24 a.m.

The preceding Minutes were read and approved August 13, 2025.

Digitally signed by Steve Robinson
DN: cn=Steve Robinson,
o=Commissioners, ou=Commissioner,
email=mlehma@unioncountyohio.gov
,c=US
Date: 2025.08.06 10:52:40 -04'00'
Adobe Acrobat version: 2020.005.30774

Steve Robinson Commissioner

Digitally signed by David A. Lawrence DN: cn=David A. Lawrence, o=Commissioners, ou=Commissioner, email=mlehman@unioncountyohio.gov, c=US Date: 2025.08.06 10:53:06 -04'00' Adobe Acrobat version: 2020.005.30774

David A. Lawrence Commissioner

Digitally signed by Tom McCarthy
Date: 2025.08.06
10:54:57 -04'00'

Tom McCarthy Commissioner

Mallory Lehman, Clerk to the Board