



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 25, 2024

**TO:** Governing Body  
Finance Committee  
Quality of Life Committee

**VIA:** John Blair, City Manager  
Emily Oster, Finance Department Director *EO*  
Travis Dutton-Leyda, Chief Procurement Officer *TDL*  
Eric Candelaria, ITT Department Director *EC*

**FROM:** Michelle A. Gurule, Contracts Administrator *MJ*

**ITEM AND ISSUE:**

ITT request for the Approval of Amendment #2 to General Service Agreement item #22-0176 Arctic Wolf/Via Mainline Information Systems. To increase the Total Amount of \$258,973.00 not to exceed \$715,268.48 for Managed Detection & Response Solution, Managed Risk Solution, and Managed Security Awareness; Arctic Wolf/Via Mainline Information Systems) (Eric Candelaria, [edcandelaira@santafenm.gov](mailto:edcandelaira@santafenm.gov) 505-955-5576) (Larry Worstell, [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov) 505-955-5580).

**BACKGROUND AND SUMMARY:**

The ITT department has the necessary responsibility to ensure the security and preservation of data and information in the strongest manner possible. Cybersecurity is vital to maintaining the integrity of the City's records and documentation. To be the most effective security practices it is best to be proactive as opposed to reactive. Through this agreement ITT will acquire security information, event management, vulnerability assessment, and will be utilizing the vendor as a Security Operations Center that will report back any findings and responses to the ITT internal team. To meet this initiative ITT is requesting the services of Arctic Wolf for detection and response solutions.

**PROCUREMENT METHOD:**

The procurement method is the National Cooperative Purchasing Alliance (NCPA) 01-96 expires July 31, 2024.

**CONTRACT NUMBER:**

The FY24 Munis contract number is 32003279.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** ITT Service of Other Dept/Fund 620 *AJH*  
**Munis Org Name/Number:** ITT Infrastructure/6203650  
**Munis Object Name/Number:** Software Subscriptions/530710 (\$195,000.00)

**Fund Name/Number:** ITT Service of Other Dept/Fund 620  
**Munis Org Name/Number:** ITT EAS/6203600  
**Munis Object Name/Number:** Software Subscriptions/530710 (\$61,000.00)

**Fund Name/Number:** ITT Service of Other Dept/Fund 620

**Munis Org Name/Number:** ITT Infrastructure/6203650

**Munis Object Name/Number:** Service Contracts/510310 (\$3,000.00)

**ACTION REQUESTED:**

ITT respectfully requests your review and approval.

Item# 24-0348

Munis Contract# 3203279

Original Contract Item# 22-0176

SWPA/GSA/Coop/RFP/ITB #: NCPA-ITEM #21-0149 Contract 01-96

**CITY OF SANTA FE  
AMENDMENT No. 2 TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE  
AND ARTIC WOLF  
ITEM# 22-0176**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in proposal MIS-130280-1 attached herein.

B. Pursuant to Article 1 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

The compensation with the Contractor is as follows:

- Original Contract signed April 20, 2022 with Quote MIS-91746-1-1 of \$224,993.98;
- Amendment #1 signed May 14, 2023 with Quote MIS-105986-1 of \$231,301.50 increasing the total compensation to \$456,295.48; and
- Amendment #2 with Quote MIS-130280-1 of \$258,973.00 for a total compensation of \$715,268.48.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit "2". The total compensation under this Agreement shall not exceed \$715,268.48 including gross

receipts taxes.

2. TERM:

Proposal MIS-105986-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-130280-1 in its place.


The City's Subscription Term for the Solutions shall be June 1, 2024 through May 31, 2025.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

  
Alan Webber (May 30, 2024 15:54 MDT)

ALAN WEBBER/MAYOR

DATE: May 30, 2024

CONTRACTOR:  
Arctic Wolf Networks, Inc

DocuSigned by:  
 DS  
BS

ANDREW HILL

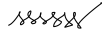
CHIEF LEGAL OFFICER & GC

DATE: 4/24/2024

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/2024


XIV

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Apr 24, 2024 16:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

# City of Santa Fe - Arctic Wolf

Proposal Number: MIS-130280-1 valid through 4/30/2024

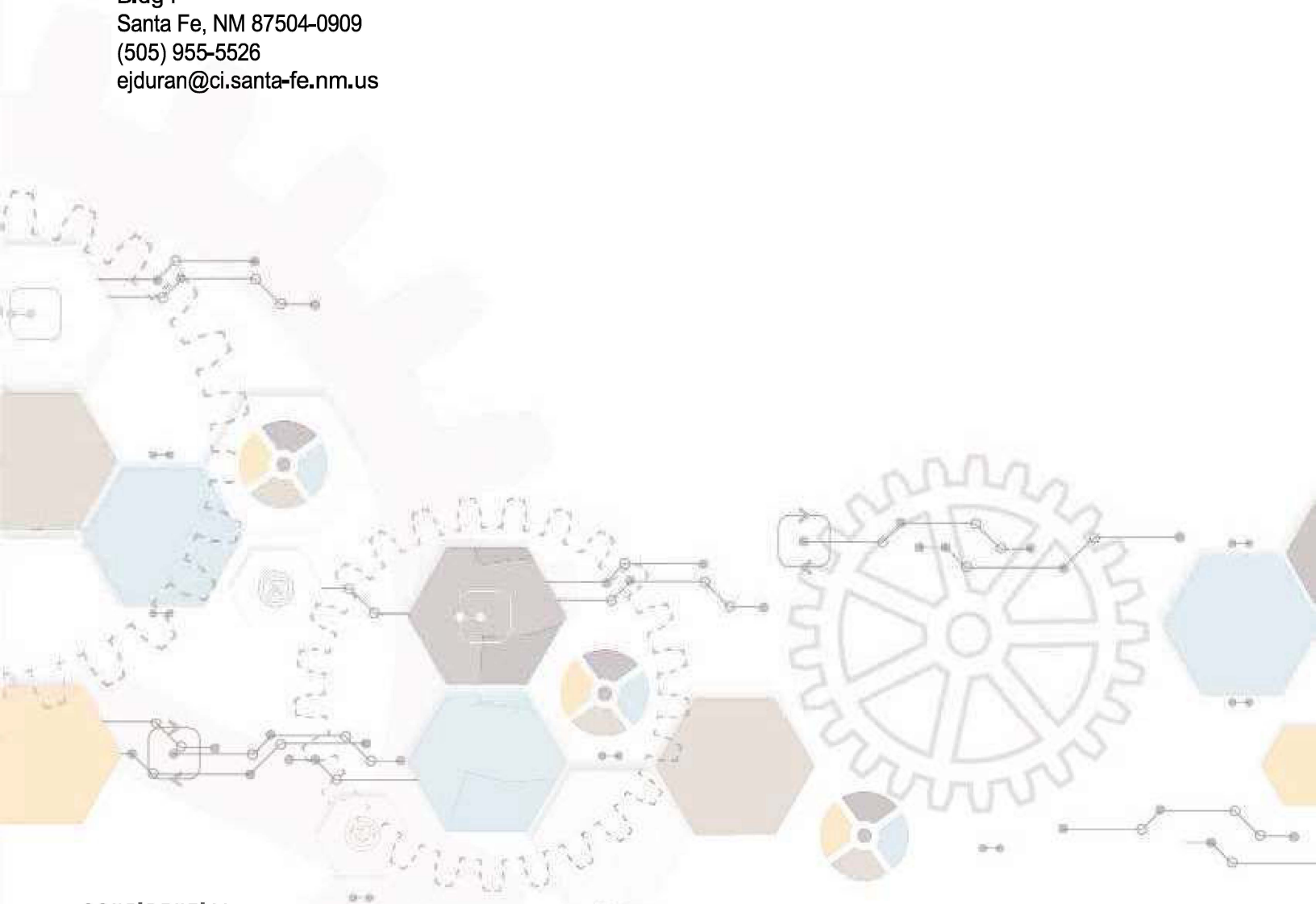
Date: 3/5/2024

**Prepared for:**

Edward Duran  
Information Technology and Telecommunications  
ITT  
City of Santa Fe  
2651 Siringo Road  
Bldg F  
Santa Fe, NM 87504-0909  
(505) 955-5526  
ejduran@ci.santa-fe.nm.us

**Prepared by:**

Doug Bench  
Account Executive  
Mainline Information Systems, Inc.  
(505) 994-0680  
doug.bench@mainline.com



**CONFIDENTIAL**

PLEASE NOTE: This Proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, Inc. using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

## City of Santa Fe - Arctic Wolf (MIS-130280-1-1)

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Extended Sales</u>
AW-MDR-USER	Arctic Wolf MDR user license Product stocked by manufacturer. Delivery times vary.  Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	500	\$100,000.00	\$60,500.00
AW-MDR-SE	Arctic Wolf MDR server license Product stocked by manufacturer. Delivery times vary.  Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	325	\$65,000.00	\$39,325.00
AW-MDR-LTDUSER	Arctic Wolf MDR limited user license Product stocked by manufacturer. Delivery times vary.  Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	900	\$18,000.00	\$9,900.00
AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor Product stocked by manufacturer. Delivery times vary.  Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	2	\$6,000.00	\$4,022.00
AW-MDR-10XX-S-10GF	Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Product stocked by manufacturer. Delivery times vary.  Country of Origin: (None)	4	\$48,000.00	\$32,176.00

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Extended Sales</u>
AW-MDR-O365	Weight: 0.00 Dim Weight: 0.00 Arctic Wolf MDR Office 365 user license Product stocked by manufacturer. Delivery times vary.	1,800	\$40,500.00	\$27,000.00
AW-MDR-LS	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf MDR Log Search Product stocked by manufacturer. Delivery times vary.	825	\$11,880.00	\$8,250.00
AW-MDR-1YR	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf MDR Log Retention - 1 year Product stocked by manufacturer. Delivery times vary.	825	\$11,880.00	\$7,425.00
AW-MR-USER	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf Managed Risk user license Product stocked by manufacturer. Delivery times vary.	500	\$50,000.00	\$30,000.00
AW-MR-SE	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf Managed Risk server license Product stocked by manufacturer. Delivery times vary.	325	\$32,500.00	\$19,500.00
	Country of Origin: (None)			

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Extended Sales</u>
AW-PLATFORM	Weight: 0.00 Dim Weight: 0.00 Arctic Wolf Platform - Users and Servers Product stocked by manufacturer. Delivery times vary.	825	\$12,375.00	\$4,125.00
AW-MSAT-MAP	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf Managed Security Awareness Plus Product stocked by manufacturer. Delivery times vary.	500	\$21,000.00	\$13,000.00
AW-MSAT-CCP	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf Compliance Content Pack Product stocked by manufacturer. Delivery times vary.	500	\$6,000.00	\$3,750.00
AW-IR-JSR	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf IR JumpStart Retainer Product stocked by manufacturer. Delivery times vary.	1	\$5,000.00	N/C
	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00			
<b>Grand Total</b>			<b>\$428,135.00</b>	<b>\$258,973.00</b>



# Proposal Acceptance and Signature Page

Proposal for  
**City of Santa Fe**

3/5/2024

Proposal Number: MIS-130280-1

PO # \_\_\_\_\_

Client's signature below indicates acceptance of this offer subject to the Mainline Terms and Conditions of Sale, available at [mainline.com/about/terms-conditions-sale](http://mainline.com/about/terms-conditions-sale), which is incorporated herein by this reference and made a part hereof, except as otherwise agreed to by the parties. Execution of this proposal authorizes Mainline to place on order, ship, and invoice any equipment, third party products and/or services identified in this proposal. Orders are non-cancellable unless otherwise stated in this proposal. Client is responsible for shipping costs; Mainline retains risk of loss and title to equipment until delivery. When applicable, Mainline will state shipping costs in this proposal, as well as on Client invoice. Expedited shipping requests will result in Client incurring additional shipping fees.

Price is valid through 4/30/2024 and subject to applicable taxes. Payment terms are net 30 days. The pricing set forth in the proposal is based upon the applicable manufacturer's current pricing matrix and the application of all charges and/or credits. Mainline will advise Client in writing prior to shipment of any changes in pricing by the manufacturer that would affect this proposal.

For hardware maintenance renewals, the inventory presented in this proposal is based on Client's current maintenance contract and information provided by Client. Client is responsible for ensuring that the inventory presented is all inclusive of the current installed environment and that applicable software is updated to current supported levels. Only the inventory presented will be covered for hardware maintenance and/or services as stated in the proposal.

SKU Services descriptions are available at [mainline.com/about/mainline-service-work-orders](http://mainline.com/about/mainline-service-work-orders).

Please return an executed copy of this entire Proposal, including the Proposal Acceptance and Signature Page, via email to [customer.care@mainline.com](mailto:customer.care@mainline.com). Thank you for your confidence in Mainline Information Systems.

\_\_\_\_\_  
City of Santa Fe Representative's  
Authorized Signature/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Santa Fe Representative's  
Print Name/Title

\_\_\_\_\_  
Mainline Information Systems Representative's  
Authorized Signature/Title

\_\_\_\_\_  
Date



Item# 23-0214

Munis Contract# 3203279

**AMENDMENT No. 1 TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE  
AND ARCTIC WOLF  
ITEM# 22-0176**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide the Solutions prescribed in proposal MIS-105986-1 attached herein.

B. Pursuant to Article 1 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

This Amendment No. 1 increases the amount of compensation to be paid by the City to Arctic Wolf by \$231,301.50.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit "2". The total compensation under this Agreement shall not exceed \$457,523.76 including gross receipts taxes.

2. TERM:

Proposal MIS-91746-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-105986-1 in its place.

The City's Subscription Term for the Solutions shall be June 1, 2023 through May 31, 2024.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

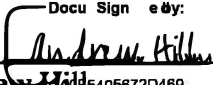

CITY OF SANTA FE:

  
\_\_\_\_\_

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:

   
Andrew Hill  
54956720489...

General Counsel

Chief Legal Officer & GC

DATE: 4/20/2023

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

KRISTINE BUSTOS MIHELIC, CITY CLERK X/V

GB MTG 05/10/23

CITY ATTORNEY'S OFFICE:



[Marcos.Martinez \(Apr 21, 2023 09:57 MDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*

Emily K. Oster (May 12, 2023 17:26 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

# City of Santa Fe - Arctic Wolf

Proposal Number: MIS-105986-1

Date: 4/7/2023

## Promark NCPA 01-96

**Prepared for:**

Edward Duran  
Information Technology and Telecommunications  
ITT  
City of Santa Fe  
2651 Siringo Road  
Bldg F  
Santa Fe, NM 87504-0909  
(505) 955-5526  
ejduran@ci.santa-fe.nm.us

**Prepared by:**

Doug Bench  
Account Executive  
Mainline Information Systems, Inc.  
(505) 994-0680  
doug.bench@mainline.com

**CONFIDENTIAL**

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## City of Santa Fe - Arctic Wolf (MIS-105986-1-2)

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Unit List</u>	<u>Extended List</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-MDR-USER	ARCTIC WOLF MDR USER LICS CLDS WOLF MDRU LICS Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	500	\$200.00	\$100,000.00	\$108.00	\$54,000.00
AW-MDR-SE	ARCTIC WOLF MDR SVR LICS CLDS ARCTIC WOLF MDR SVR LICS 125-3000 Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	325	\$200.00	\$65,000.00	\$108.00	\$35,100.00
AW-MDR- LTDUSER	ARCTIC WOLF MDR LIMITED USER SLIC LICS Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	900	\$20.00	\$18,000.00	\$9.73	\$8,757.00

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Unit List</u>	<u>Extended List</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-MDR-2XX-S	200SRS SENSOR HW ARCTIC WOLF CLDS 200SRS SENSOR Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	2	\$3,000.00	\$6,000.00	\$1,800.00	\$3,600.00
AW-MDR-10XX-S-10GF	1000SRS SENSOR 4X10G MM FIBER CLDS LC CONNS W BYPASS HW ARCTIC WOLF Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	4	\$12,000.00	\$48,000.00	\$7,200.00	\$28,800.00
AW-MDR-O365	MDR OFFICE 365U LICS SVCS CLDS ARCTIC WOLF MDR OFFICE 365U LICS Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	1,800	\$22.50	\$40,500.00	\$13.51	\$24,318.00

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Unit List</u>	<u>Extended List</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-MDR-LS	MDR LOG SEARCH SLIC SVCS ARCTIC WOLF Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	825	\$14.40	\$11,880.00	\$8.64	\$7,128.00
AW-MR-USER	ARCTIC WOLF MANAGED RISK USER CLDS LICS Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	500	\$100.00	\$50,000.00	\$54.00	\$27,000.00
AW-MR-SE	ARCTIC WOLF MANAGED RISK CLDS SVR LICS Product stocked by manufacturer. Delivery times vary.  Country of Origin: N/A Weight: Dim Weight:	325	\$100.00	\$32,500.00	\$54.00	\$17,550.00
AW-PLATFORM	ARCTIC WOLF PLATFORM ACCESS SLIC ARCTIC WOLF PLATFORM ACCESS	825	\$15.00	\$12,375.00	\$4.18	\$3,448.50



<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Unit List</u>	<u>Extended List</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
	Product stocked by manufacturer. Delivery times vary.					
	Country of Origin: N/A Weight: Dim Weight:					
AW-MSAT-MAP	ARCTIC WOLF MANAGED SECURITY CLDS AWARENESS PLUS	500	\$42.00	\$21,000.00	\$23.33	\$11,665.00
	Product stocked by manufacturer. Delivery times vary.					
	Country of Origin: N/A Weight: Dim Weight:					
AW-MSAT-CCP	ARCTIC WOLF COMP CONTENT PK LICS ARCTIC WOLF COMP CONTENT PK	500	\$12.00	\$6,000.00	\$6.67	\$3,335.00
	Product stocked by manufacturer. Delivery times vary.					
	Country of Origin: N/A Weight: Dim Weight:					
AW-MDR-1YR	MDR LOG RET 1YR SVCS ARCTIC LICS WOLF MDR LOG RET 1YR	825	\$14.40	\$11,880.00	\$8.00	\$6,600.00
	Product stocked by					

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Unit List</u>	<u>Extended List</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
	manufacturer. Delivery times vary.					
	Country of Origin: N/A					
	Weight:					
	Dim Weight:					
AW-IR-JSR	ARCTIC WOLF IR JUMPSTART SLIC RETAINER	1	\$5,000.00	\$5,000.00	N/C	N/C
	Product stocked by manufacturer. Delivery times vary.					
	Country of Origin: N/A					
	Weight:					
	Dim Weight:					
	<b>Grand Total</b>			<b>\$428,135.00</b>		<b>\$231,301.50</b>

Mainline is offering these products under the Promark NCPA Contract 01-96. Please include reference to Promark NCPA Contract 01-96 and the Mainline proposal number on the Purchase Order to Mainline. Pricing is valid through 5/7/2023.

SOLUTIONS AGREEMENT

This Solutions Agreement (the "Agreement") is a legal agreement entered into by and between the Customer identified in the signature block below ("The City of Santa Fe") and Arctic Wolf Networks, Inc. ("Arctic Wolf") and governs any order forms, quotes, or other ordering document executed by the Customer ("Proposal Number: MIS-91746-1") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner which as of the Effective Date (defined below) is Mainline Information Systems but may be updated from time-to-time at Customer's election ("Authorized Partner"). This Agreement is effective on the date last executed in the signature block below (the "Effective Date"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "Terms"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

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

1. Scope.

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

A Solution will be comprised of the following components:

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

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

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

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

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

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

1.5 Beta Solutions.

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

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

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

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

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

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

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

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

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

## 5. **Restrictions, Responsibilities, and Prohibited Use.**

5.1 **Restrictions.** Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an Authorized MSP Partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; or (vii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

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

5.3. **Customer Responsibilities.** Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer understands and agrees that it will need to implement security controls to protect the Equipment and the data included therein. Customer, depending on the scope of the deployment, may be required to implement software and services to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 **Anti-corruption.** In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any

government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

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

## 6. Fees, Payment, Taxes, and Audit.

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

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

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

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

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

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b)

to those employees, officers, directors, agents, consultants, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by the obligations of this Agreement. 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. To the extent legally required, Arctic Wolf may report any violations of law pertaining to any Customer Confidential Information and/or Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

## 8. Solutions Data.

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

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

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

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

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

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

Arctic Wolf shall:

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

## 9. Indemnity.

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

## 9.2 [INTENTIONALLY OMITTED]

**9.3 Procedures.** Arctic Wolf's indemnification obligations are conditioned on Customer: (a) providing the Arctic Wolf with prompt written notice of any claim, provided that the failure to provide such notice shall only limit Arctic Wolf's obligation to indemnify to the extent that the failure prejudices Arctic Wolf in its defense of the claim; (b) granting Arctic Wolf the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to Arctic Wolf in the defense or settlement of the claim at Arctic Wolf's expense. Notwithstanding the foregoing, Arctic Wolf (i) may not make an admission of fault on behalf of Customer without written consent, (ii) any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) Customer may join in the defense with its own counsel at its own expense..

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

## 10. Warranty and Warranty Disclaimer.

**10.1 Solutions Warranty.** ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. 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 Open Source Warranty.** The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

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

**10.4 Customer Warranties.** Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the "**FCPA**"); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

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

**12. Term and Renewal.** This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically terminate at the end of the Subscription Term unless the parties agree to renew the Subscription prior to the expiration of the then-current Subscription Term. The term shall not exceed the maximum term permitted under NMSA 1978, sec. 13-1-150.A, including all extensions and renewals.

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

**14. Termination.** Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any

Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information, Solutions Data, and Arctic Wolf Technology contained within the Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

## 15. Miscellaneous.

**15.1** Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this [Section 15](#)). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

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

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

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

**15.5** The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed in accordance with Exhibit A.

**15.6** [INTENTIONALLY OMITTED]

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

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

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

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

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

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

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

*[signature page to follow]*

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

<b>Arctic Wolf Networks, Inc.:</b>	<b>Customer:</b> City of Santa Fe
<b>Signed:</b> <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Nick Schneider</i> C408806A0388486...</span> <span style="border: 1px solid black; padding: 2px; margin-left: 20px;">DS <i>DS</i></span>	<b>Signed:</b> AMW
<b>Name:</b> <u>Nick Schneider</u>	<b>Name:</b> <u>Alan Webber</u>
<b>Title:</b> <u>President &amp; CEO</u>	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> <u>3/15/2022</u>	<b>Date:</b> _____
<b>Notice Address:</b> PO Box 48390 Eden Prairie, MN 56344 Attn: General Counsel legal@arcticwolf.com	<b>Notice Address:</b>

**Exhibit A**  
**ADDENDUM**

**This Addendum incorporates the additional terms and conditions in the Solutions Agreement (the "Agreement") between Arctic Wolf Networks, Inc. ("Arctic Wolf") and the CITY OF SANTA FE (CUSTOMER) to which this Addendum is attached as Exhibit A and incorporated therein by reference.**

**INDEMNIFICATION**

Subject to Section 11 of the Agreement, ARCTIC WOLF shall indemnify, hold harmless and defend CUSTOMER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from ARCTIC WOLF's performance under this Agreement as well as the performance of ARCTIC WOLF's employees, agents, representatives and subcontractors.

**NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**APPLICABLE LAW; CHOICE OF LAW; VENUE**

ARCTIC WOLF shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CUSTOMER. In any action, suit or legal dispute arising from this Agreement, ARCTIC WOLF agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by CUSTOMER, this Agreement shall terminate at the end of any prepaid annual Subscription Term upon written notice being given by CUSTOMER to ARCTIC WOLF. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by ARCTIC WOLF and shall be final.

**RELEASE**

ARCTIC WOLF, solely to the extent required by law, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Each party agrees not to purport to bind the other party to any obligation not assumed herein by such party unless a party has express written authority to do so, and then only within the strict limits of that authority.

**INSURANCE**

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

**THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CUSTOMER and ARCTIC WOLF. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

**SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

**Signature Lines required:**

**City of Santa Fe (Customer):**

*AW*  
**Alan Webber, City Mayor**

**Date:** Apr 20, 2022

**ARCTIC WOLF NETWORKS, INC.:**

DocuSigned by:  
*Nick Schneider* **Nick Schneider** President & CEO

**Date:** 3/15/2022

**Attest:**

*Kristine Bustos Mihelcic*  
**Kristine Bustos Mihelcic, City Clerk**  
GB MTG 04/13/2022

**City Attorney's Office:**

*Marissa Martinez*  
**Senior Assistant City Attorney**

**Approved for Finances:**

*Mary McCoy*  
**Mary McCoy, Finance Director**



**TAPIA, DAVID C.**

---

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>  
**Sent:** Thursday, April 25, 2024 3:20 PM  
**To:** TAPIA, DAVID C.  
**Subject:** Re: First Right of Refusal Offer

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

Horizons of New Mexico  
6121 Indian School Rd. NE, Suite 102  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Thu, Apr 25, 2024 at 12:15 PM TAPIA, DAVID C. <[dctapia2@santafenm.gov](mailto:dctapia2@santafenm.gov)> wrote:

Good Afternoon,

The City of Santa Fe is offering Horizon of New Mexico the first right of refusal for the attached quote and the SOW below.



Arctic Wolf MDR user license Product stocked by  
 manufacturer. Delivery times vary. Country of Origin: (None)  
 Weight: 0.00 Dim Weight: 0.00

500 \$100,000.00 \$60,500.00

AW-MDR- Arctic Wolf 500 \$100,000.00 \$60,500.00  
 USER MDR user  
 license

Product  
 stocked by  
 manufacturer.  
 Delivery times  
 vary. Country  
 of Origin:  
 (None) Weight:  
 0.00 Dim  
 Weight: 0.00

AW-MDR- Arctic Wolf 325 \$65,000.00 \$39,325.00  
 SE MDR server  
 license

Product  
 stocked by  
 manufacturer.  
 Delivery times  
 vary. Country  
 of Origin:  
 (None) Weight:  
 0.00 Dim  
 Weight: 0.00

AW-MDR- Arctic Wolf 900 \$18,000.00 \$9,900.00  
 LTDUSER MDR limited  
 user license

Product  
 stocked by  
 manufacturer.  
 Delivery times  
 vary. Country  
 of Origin:  
 (None) Weight:  
 0.00 Dim  
 Weight: 0.00

AW-MDR- Arctic Wolf 2 \$6,000.00 \$4,022.00  
 2XX-S 200 Series  
 Sensor

Product

	stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00			
AW-MDR-10XX-S-10GF	Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Product stocked by manufacturer. Delivery times vary. Country of Origin: (None)	4	\$48,000.00	\$32,176.00
AW-MDR-SE	Arctic Wolf MDR server license Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	325	\$65,000.00	\$39,325.00
AW-MDR-LTDUSER	Arctic Wolf MDR limited user license Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	900	\$18,000.00	\$9,900.00
AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	2	\$6,000.00	\$4,022.00
AW-MDR-10XX-S-10GF	Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Product stocked by manufacturer. Delivery times vary. Country of Origin: (None)	4	\$48,000.00	\$32,176.00

*David C. Tapia*

ITT Procurement Coordinator

[dctapia@santafenm.gov](mailto:dctapia@santafenm.gov)

505-955-5523



CITY OF SANTA FE  
**INFORMATION & TECHNOLOGY**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> The Hanover Insurance Company			22292
<b>INSURED</b> 1469941 Mainline Information Systems, LLC Mainline Disaster Recovery Services, LLC Mainline RTP LLC 1700 Summit Lake Drive Tallahassee FL 32317	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 13805922**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	ZZA J268362 01	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AWA-J244533-01	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	UHA J268363 01	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W2A-J244629-01	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Santa Fe is included as an Additional Insured as respects to General Liability and Auto Liability by written contract.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**13805922**  
 City of Santa Fe  
 2651 Siringo Road, Building F  
 Sante Fe NM 87504-0909

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

**CERTIFICATE ADDENDUM  
MAINLINE INFORMATION SYSTEMS, INC.  
DIRECTORS & OFFICERS/ EPL/ FIDUCIARY/ CRIME**

**Lines of Coverage: D&O, EPL, Fiduciary & Crime**

**Carrier:** Everest National Insurance Company

**Policy Number:** PCIP001102-221

**Policy Term:** 11/17/2023 to 12/31/2024

**Limits:**

\$10,000,000 Aggregate Limit of Liability (D&O)

\$2,000,000 Aggregate Limit of Liability (EPL)

\$2,000,000 Aggregate Limit of Liability (Fiduciary)

\$5,000,000 Per Occurrence Limit of Liability (Crime)

**Deductibles:**

- ❖ D&O Liability Claims: \$100,000
- ❖ EPL Liability Claims: \$100,000
- ❖ Fiduciary Liability Claims: \$15,000
- ❖ Crime Claims: \$50,000

**Line of Coverage: Side A D&O DIC**

**Carrier:** ACE American Insurance Company

**Policy Number:** G71400500A 001

**Policy Term:** 11/17/2023 to 12/31/2024

**Limit:**

\$5,000,000 excess of \$10,000,000 Aggregate Limit of Liability (Side A D&O)

**Deductible:**

- ❖ Side A D&O Liability Claims: N/A



## Evidence of Coverage

### To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the method listed below, referencing Certificate ID **13805922**.

Email: [SE-EDelivery@lockton.com](mailto:SE-EDelivery@lockton.com)

- - Please include the above Certificate ID number and "Email Address for E-Deliver" in the subject line.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using the method above.

***The above inbox is for automating electronic deliver of certificates only. Please do NOT send future certificate requests to this inbox.***

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**

Lockton Companies  
3280 Peachtree Road NE, Ste. 250  
Atlanta, GA 30305



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Mainline Information Systems, LLC Mainline Disaster Recovery Services, LLC Mainline RTP, LLC 1700 Summit Lake Drive Tallahassee, FL 32317 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Indian Harbor Insurance Company		36940
	INSURER B: Endurance American Specialty Ins Co.		41718
	INSURER C: Allied world Insurance Company		22730
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570103753884</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	E&O - Technology			PRO30030296301 Claims Made SIR applies per policy terms & conditions	12/31/2023	12/31/2024	Aggregate Limit \$5,000,000 SIR \$500,000

Certificate No : 570103753884

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Cyber Liability coverage is included under Excess E&O Policies.

<b>CERTIFICATE HOLDER</b>  City of Santa Fe 2651 Siringo Road, Building F Sante Fe NM 87504-0909 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED Mainline Information Systems, LLC	
POLICY NUMBER See Certificate Number: 570103753884			
CARRIER See Certificate Number: 570103753884	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	E&O - Technology - Excess			03132408	12/31/2023	12/31/2024	Limit (1)	\$5,000,000
A	E&O - Technology - Excess			MTE904710100	12/31/2023	12/31/2024	Limit	\$5,000,000
B	Cyber Liability			PRO30030296301 Claims Made SIR applies per policy terms & conditions	12/31/2023	12/31/2024	Limit	\$5,000,000



Good Evening, Kendall I. Coates ▾ ()



License Number: 136891



### MAINLINE INFO SYSTEMS INC

### MAINLINE INFO SYSTEMS INC

[License Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

#### License Details

**License Type:** Business License - Standard

**District:** Council District 2

**Applied Date:** 03/30/2023

**Period Start Date:** 03/30/2023

**Status:** Renewed

**Expiration Date:** 03/30/2024

#### Description:

[Business](#)  
 [Locations](#)  
 [Fees](#)  
 [Attachments](#)  
 [Contacts](#)  
 [More Info](#)

[Business \(\)](#) | [Next Tab \(\)](#) | [License Details \(\)](#) | [Main Menu \(\)](#)

Business






# 24-0348 Arctic Wolf LLC

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACJhMLKrqCY7CV2VRkB2DMEt4MtMSiWlu

## "24-0348 Arctic Wolf LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-05-30 - 9:27:35 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2024-05-30 - 9:29:06 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2024-05-30 - 9:53:54 PM GMT- IP address: 172.226.3.23
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2024-05-30 - 9:54:04 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
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2024-05-30 - 9:56:03 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-05-30 - 9:56:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-05-30 - 9:56:11 PM GMT