

February 24, 2023

Williamson County, TX
100 Wilco Way, Ste HR 101
Georgetown, TX 78628

Dear Client:

These master terms and conditions will govern the services delivered to Mullen Coughlin LLC ("Counsel") on behalf of its client Williamson County, TX ("Client") by Dauntless Discovery LLC (including its officers, employees, and affiliates, "Dauntless") as set forth in the applicable statement of work ("SOW"). Counsel, Client and Dauntless (each a "Party") are referred to below as the "Parties", and these master terms and conditions, together with the applicable SOW, are referred to as the "Agreement".

1. Dauntless Services

Counsel has engaged Dauntless on behalf of Client to deliver certain services as set forth in a SOW (the "Assignment") in order to enable their Counsel to provide legal advice to Client in connection with assessments of legal cybersecurity risks and obligations, compliance with applicable laws, rules, or regulations, and in anticipation of potential litigation, investigations, or regulatory inquiries related to a cybersecurity incident.

In the event Client requests Dauntless to expand the scope of the Assignment or undertake other assignments ("Additional Assignments"), each such Additional Assignment will be set forth in a new SOW signed by all Parties that references these master terms and conditions and stipulates the fee for the Assignment.

Dauntless understands that the Counsel or Client may provide Dauntless with certain information and materials that may be protected by the attorney-client privilege and/or the work product doctrine. Dauntless agrees to treat such materials as confidential and subject to privilege.

Dauntless warrants to Counsel and Client that it shall perform the Assignment in a professional and workmanlike manner consistent with generally accepted industry standards, using individuals with qualifications or skills suitable to the Assignment. If Dauntless breaches this warranty, in addition to pursuing other remedies available to Client, Client may require Dauntless to rectify, within a reasonable time of receipt of notification by Counsel or Client, any problems, nonconformities and/or discrepancies relating to the Assignment.

2. Confidentiality

In performing services under this Agreement, Dauntless may have access to certain confidential and/or proprietary information received from the Client and which is designated by the Client as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to Client ("Confidential Information"). Dauntless shall hold Client's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, subject to the other terms of this Agreement, and in each case only to those who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Dauntless shall not use Client's Confidential Information for any purpose other than as set forth in this Agreement. Dauntless shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Client's Confidential Information. Within 72 hours of Dauntless becoming aware of the unauthorized use, disclosure, publication, or dissemination of Client's Confidential Information while in Dauntless's control, Dauntless shall provide Client with notice thereof.

If any person or entity requests or subpoenas any Dauntless Reports or other Assignment-related information or materials within the custody or control of Dauntless, then Dauntless will, unless legally prohibited, promptly inform Client of such request or subpoena so that Client may seek from a court of competent jurisdiction a protective order or other appropriate remedy to limit the disclosure. If Dauntless is required to respond to the request or subpoena or to provide testimony, Client agrees to compensate Dauntless for reasonable costs and expenses incurred (e.g., reimbursement of reasonable attorneys' fees and disbursements), including, without limitation, compensating Dauntless (at hourly rates as applicable) for responding to legal requests or demands for information and preparing for and testifying at deposition, proceedings and/or trials. Dauntless will provide detailed invoices for any costs and expenses for which it seeks reimbursement under this Section. Dauntless shall, unless legally prohibited, promptly inform Client in advance of such reasonable costs and expenses.

3. Indemnity

Dauntless shall indemnify, defend, and hold harmless Client, its affiliates, officers, directors, shareholders, and employees from any and all losses, demands, liabilities, suits, third-party claims, enforcement actions, damages, penalties, fines, expenses and costs (including consultants' fees, court costs and attorneys' fees, as well as attorney's fees relating to Client's enforcement of Dauntless's indemnification obligations described herein) arising from or related to: (i) any violation of Section 2 (Confidentiality) of this Agreement; (ii) the loss, misappropriation or other unauthorized disclosure of Client data or materials by Dauntless ; (iii) the gross negligence or intentional or willful misconduct of Dauntless in connection with obligations set forth in this Agreement; and (iv) any information security incident involving Client data in the possession, custody, or control of Dauntless or for which Dauntless is otherwise responsible. To the extent allowed by law, each Party will defend the other party against any third-party claim that the services in connection with the Assignment infringe a patent, trademark, or copyright and will pay all costs, damages and attorneys' fees ("IP Infringement"). For purposes of this paragraph, the term "Party" does not include Counsel.

4. Limitation of Liability

To the extent allowed by law, Client agrees, on its own behalf and on behalf of its agents, that Dauntless will not be liable for any claims, liabilities or expenses relating to the Agreement or any Assignment for an aggregate amount in excess of the greater of: i) four (4) times fees paid by Client to Dauntless pursuant to the SOW under which the claim arose or ii) \$100,000, except a) where the claim arises out of Dauntless's data security obligations hereunder or IP Infringement, in which case Dauntless' liability shall not exceed \$500,000, in the aggregate, or b) to the extent such liability resulted from Dauntless's gross negligence, fraud, willful misconduct, or breach of confidentiality in which case the limits above will not apply. However, except for indemnity for breach of data security obligations, in no event will either Party be liable for consequential, special, indirect, punitive or exemplary losses, damages or expenses relating to this engagement, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, even if such Party has been advised of the possibility of such damages. For purposes of this paragraph the term "Party" does not include Counsel.

5. Data Protection

To the extent applicable, the Parties shall comply with relevant Data Protection Legislation including with respect to information disclosed in connection with an Assignment which is personal data (as defined under the relevant legislation or regulation). "Data Protection Legislation" shall mean all applicable federal, state and local United States privacy and data protection laws, rules, regulations, best practices, governmental requirements and regulatory guidance as the same may be amended, implemented or supplemented from time to time relating to privacy, data security, cybersecurity, privacy, confidentiality, management, disclosure, reporting and other obligations attaching or arising from the possession and/or use of client data and materials in connection with the Assignment.

6. Use of Information

To the extent any Assignment includes the provision of one or more Dauntless Reports:

Client shall be permitted to use Dauntless Reports solely for its internal business purposes. Client shall maintain Dauntless Reports as confidential, and shall not disclose, disseminate, redistribute or otherwise make any Dauntless Reports available to any third party, whether in whole or in part, without the express written consent of Dauntless; provided, however, that Dauntless Reports may be disclosed by Client: i) to its employees, agents, and representatives (the "Representatives") who are aware of and agree to the confidentiality obligations herein, and Client shall be responsible for the use and disclosure of Dauntless Reports by the Representatives as if it were Client's own use and disclosure; ii) to third parties subject to the execution by each third party of a form of release reasonably satisfactory to Dauntless; iii) if required by law or in response to a lawful order or demand of any court of competent jurisdiction, provided, however, that before making such a disclosure, Client agrees to provide Dauntless with prompt prior notice of any such compelled disclosure so that Dauntless and/or Client may seek a protective order or other appropriate remedy; and iv) upon written request by a regulator, regulatory agency, or law enforcement agency ("Agency") having jurisdiction and enforcement authority over Client when (a) deemed necessary by Client to demonstrate Client's compliance with applicable law to Agency, or (b) to avoid imposition by Agency of a fine or penalty on Client; provided, however, Client agrees to provide Dauntless with prompt prior notice in advance of any such disclosure. Client further agrees and represents that any Dauntless Reports provided hereunder will not be used for employment purposes, credit evaluation or insurance underwriting purposes, and that the services hereunder are being contracted for, and will only be used in connection with a business, investment or other commercial purpose.

7. Fees; Invoicing, Expenses and Right to Audit

The fees for any particular Assignment shall be set forth in the applicable SOW. Dauntless shall invoice Client on a monthly basis. Client's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Dauntless of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Dauntless must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Dauntless reserves the right to terminate its services at any time if Client fails to pay Dauntless invoices in a timely manner, unless the parties are making reasonable, good-faith efforts remedy any billing dispute. Client is solely responsible for payment.

The fees and charges for the Services do not include applicable federal, foreign, state or local sales, withholding, use, value added, gross income, excise, or ad valorem taxes. Client will be solely responsible for all applicable federal, state, local, and withholding taxes levied or assessed in connection with Dauntless performance of Services, other than income taxes assessed with respect to Dauntless's income.

In the event Client authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, Client will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and

made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

Dauntless agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Dauntless which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Dauntless agrees that Client shall have access during normal working hours to all necessary Dauntless facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Dauntless reasonable advance notice of intended audits.

8. Conflicts

In connection with its case opening process, Dauntless follows procedures designed to identify conflicts of interest.

Client understands and agrees that the engagement by Client of a Dauntless for a discrete Assignment(s) hereunder does not prevent Dauntless or its affiliated companies from providing services to other clients adverse to Client on matters not substantially related to a particular Assignment being performed hereunder, provided, however, Confidential Information obtained while performing a particular Assignment will continue to be treated as confidential and will not be shared or used in connection with the performance of any other services provided by Dauntless or its affiliated companies.

9. Termination

Any Party may terminate the Agreement on thirty (30) days prior written notice to the other Parties or earlier upon mutual written agreement; provided, however, that the Agreement shall remain in full force and effect until the completion or termination of all active SOWs hereunder. Each Party may terminate any given SOW in accordance with the termination provision set forth therein, or, where no provision has been made, on three (3) days prior written notice to the other Party. For avoidance of doubt, the termination of a particular SOW shall not automatically terminate these master terms and conditions.

In the event of any termination, Dauntless will be entitled to payment of any invoices outstanding, as well as payment for any undisputed disbursements, fees and/or costs incurred through the date of termination. Provisions of the Agreement which by their nature are intended to survive termination or expiration of the Agreement shall survive expiration or termination of the Agreement. Upon the termination of this Agreement for any reason, Dauntless shall immediately return any Client data provided or acquired in connection with the Assignment as requested by Counsel. If Counsel chooses to instruct Dauntless to return any data, prior to termination, Dauntless shall deliver the data to Client in a manner and format as requested by Counsel.

10. Assignability

Except as otherwise provided herein, no Party shall assign the Agreement or any individual Party's rights or privileges without the prior written consent of the other Parties, which consent shall not be unreasonably delayed, conditioned or withheld; provided, however, upon written notice to Counsel and Client, Dauntless may assign the Agreement to any company which controls, is controlled by, or is under common control of Dauntless, or in the event of a merger, acquisition or sale of all or substantially all of the assets thereof. "Control" shall control of more than a 50% interest of an owned entity or the ability to direct the actions of an owned entity according to the desires of the owning entity.

11. Governing Law and Dispute Resolution

The Agreement is governed by the laws of the State of North Carolina without regard to the law of conflicts. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by binding arbitration administered in Raleigh, North Carolina by the American Arbitration Association ("AAA") in accordance with its Arbitration Rules then in effect. There shall be one arbitrator agreed to by the Parties within twenty (20) days of a written request for arbitration. If the Parties cannot agree, an arbitrator will be appointed by the AAA in accordance with its Arbitration Rules. Any award from any such arbitration proceeding may be entered as a judgment in any court of competent jurisdiction. Each Party shall bear its own costs in connection with any arbitration hereunder. Nothing herein shall prevent either Party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of the dispute as is necessary to protect either Party's proprietary rights.

12. Amendment, Waiver and Entire Agreement

Any of these master terms and conditions may be amended or waived only with the written consent of the Parties. The Agreement, including any exhibits and appendices thereto, constitutes the entire agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

13. Severability

If any portion of the Agreement is held to be unenforceable under applicable law, the Parties agree that such provision shall be excluded from the Agreement, the balance of the Agreement shall be interpreted as if such provision were so excluded, and the balance of the Agreement shall be enforceable in accordance with its terms.

14. Controlling Provisions

In the event there is a conflict between these master terms and conditions and the provisions of any SOW or other addendum, the language of the SOW or other addendum shall control where the SOW or other addendum expressly indicates the Parties' intention to modify the master terms and conditions for the purposes of the Assignment set forth in the applicable SOW or other addendum.

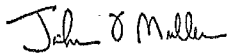
* * *

These master terms and conditions shall be effective as of the date on which signed by Client below.

ACCEPTED AND AGREED:

Mullen Coughlin LLC

By:



Name:

John F. Mullen

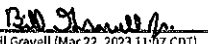
Title:

Chief Executive Officer

Date:

3/7/23

Williamson County, TX

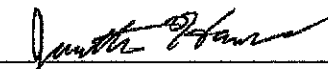
By: 
Bill Gravell (Mar 22, 2023 11:57 CDT)

Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

Dauntless Discovery, LLC

By: 

Name: Jonathan Hanks

Title: COO

Date: 3/7/2023

STATEMENT OF WORK

This Statement of Work ("SOW"), dated February 24, 2023, is entered into by and between Dauntless Discovery, LLC ("Dauntless"), and Mullen Coughlin LLC ("Law Firm" or "Counsel"), as counsel for Williamson County, TX ("Client"). All work under this SOW is to be performed at the direction of Counsel and is subject to the attorney-client privilege and/or the work product doctrine.

A. Description of Services

Description of Services; Scope of Assignment	Estimated first deliverable date
[REDACTED]	TBD
[REDACTED]	

B. Fee Structures

Phase 1

The technology fees for Dauntless' services under Phase 1 of this SOW will be charged as follows:

Technology Fees

- Ingestion of data - \$0.00 per GB
- Hosting of data - \$4.25 per GB per Month
- RelativityOne Users - \$0.00 per user license per month
- Technical Project Management (per hour) - \$150.00

Estimated cost of Phase 1, data sight unseen at this stage is approximately \$909.38

Phase 2

If requested, the professional fees for Dauntless' services under Phase 2 of this SOW will be charged on an hourly basis as follows:

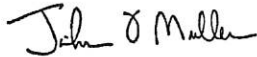
Professional Fees

- \$40.00 per hour for the contract attorneys to perform the sensitive data review
- \$150.00 per hour for the project manager to supervise the review, perform quality control and prepare the final deliverable for counsel's review

Estimated cost of Phase 2, data sight unseen at this stage is approximately \$24,767.09

Accepted and agreed:

Mullen Coughlin LLC



Name: John F. Mullen
Title: Chief Executive Officer
Date: 3/7/23

Dauntless Discovery, LLC



Name: Jonathan Hanks
Title: COO
Date: 3/7/2023

Williamson County, TX


Bill Gravell (Mar 22, 2023 16:10 CDT)

Name: Bill Gravell, Jr
Title: County Judge
Date: 03/22/2023