

# BARON THREAT NET LICENSE AGREEMENT

This Baron Threat Net License Agreement (the "**Agreement**") is made by and between Baron Weather Inc., a Delaware corporation ("**Baron**"), with principal place of business at 4930 Research Drive, Huntsville, AL 35805, and Chatham County ("**Client**") with a principal place of business at 12 East Street, Pittsboro, NC 27312. Each of Baron and Client is sometimes referred to individually as a "**Party**" or collectively, the "**Parties**."

## RECITALS

**WHEREAS**, Baron provides a web-based, weather data software product ("**Baron Threat Net**"); and

**WHEREAS**, Client desires Baron to license access to Baron Threat Net as further provided herein; and

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

- Subscription and License.** Client hereby subscribes to the right to use Baron Threat Net by no more than 10 (ten) Client employees at any given time ("**Seats**"). Each seat shall have a separate login and password and each seat permits 2 (two) devices to login simultaneously. Subject to the terms and conditions of this Agreement, Baron hereby grants to Client a limited, non-transferable, royalty-free, non-sub licensable license to use Baron Threat Net for no more than 10 (ten) Seats during the Term of this Agreement (the "**License**").
- License Fee.** During the Term, Client shall pay Baron a license fee of \$8,670 annually for 10 (ten) seats of the Baron Threat Net for a total of \$43,350.
- Incorporation by Reference.** The Baron Threat Net terms and conditions and privacy policy (the "**Incorporated Documents**", which are available on the Baron Threat Net website are incorporated into this agreement by reference and shall have the same force and effect as if they were fully set forth in this Agreement. In the event of any conflict between this Agreement and the Incorporated Documents, this Agreement shall control.
- Term and Termination.**
  - This Agreement shall commence on July 1, 2026 (the "**Effective Date**") and shall continue for a period of 5 (five) years (the "**Initial Term**").
  - The Term of this Agreement shall expire on June 30, 2031. Prior to the expiration of the term, Client may provide written notice to Baron of its desire to continue the subscription under a new Agreement to be entered into between the two parties.
  - If either Party is in breach of this Agreement, the breaching Party shall have thirty (30) days to cure such breach following receipt of written notice from the non-breaching Party setting forth the nature of

such breach. In the event the breaching Party fails to cure such breach within the thirty (30) day period, then the non-breaching Party may terminate the Agreement upon written notice to the breaching Party. The breaching Party shall further be responsible for all attorney's fees and collection costs incurred by the non-breaching Party as a result of the breach.

**5. Governing law; Jurisdiction and Venue.** This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of North Carolina United States of America, without regard to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of North Carolina, County of Chatham, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of North Carolina, County of Chatham. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

BARON WEATHER, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

CHATHAM COUNTY, NORTH CAROLINA

By: \_\_\_\_\_

Its: \_\_\_\_\_