

Quzara Cybertorch™ - Terms & Conditions (T&Cs)

READ CAREFULLY. THE USE OF QUZARA MDR SERVICES IS SUBJECT TO THE FOLLOWING LEGAL TERMS AND CONDITIONS. This Quzara terms of service agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the MDR Services and is an agreement between Quzara, LLC. (“Quzara”) and the legal entity that will be using the MDR Services (“Customer”) on a paid or trial use basis. This Agreement takes effect when the Customer accepts the Statement of Work (SOW) for services or first accesses any of the MDR Services (the “Effective Date”). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

This Agreement consists of (1) the Quzara Cybertorch (also referenced herein to as Cybertorch™) Base Terms, (2) Quzara Data Protection Agreement, (3) MDR Services Terms, and (4) any Services Orders (might be in a separate agreement or statement of work) issued by Customer referencing this Agreement.

I. QUZARA CYBERTORCH™ BASE TERMS

1. Definitions

- “Affiliates” means, with respect to either party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.
- “Change” means any material change to the Services that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Customer for the Services, or (iii) is agreed to by Customer and Quzara in writing.
- “Customer Data” means (i) any data provided by Customer or Customer Affiliate(s) to Quzara, (ii) Customer’s or Customer Affiliate’s data accessed or used by Quzara or transmitted by Customer or its Affiliate(s) to Quzara or Quzara Equipment in connection with Quzara’s provision of the Services, including, but not limited to, Customer’s and/or its Affiliate’s data included in any written or printed summaries, analyses, or reports generated in connection with the Services.
- “Customer Reports” means written summaries, reports, analyses, and findings or other information or documentation prepared uniquely and exclusively for Customer in connection with the Services and as specified in a Service Order, not including MDR Reports.
- “Documentation” means the applicable written directions or policies relating to the MDR Services, which may be in paper or electronic format.
- “Export Laws” means all applicable export laws and regulations of the United States and any other country where Customer uses or accesses the Services.
- “Indemnified Parties” shall mean, in the case of Quzara, its Affiliates and subcontractors, and each their respective directors, officers, employees, contractors and agents and, in the case of Customer, Customer, its Affiliates, and each of their respective directors, officers, employees, contractors and agents.
- “Intellectual Property” or “IP” means worldwide intellectual property, including but not limited to patents and patent applications, copyrights, and other rights in works of authorship, trademarks, trade secrets and other proprietary information of a party.
- “MDR” means Managed Detection Response.
- “MDR Services” means managed detection and response services as described in the relevant service descriptions found on the Quzara Cybertorch™ website: www.quzara.com
- “Products” means any products offered for sale by Quzara which may include, but are not limited to products developed, tested, manufactured, sold, licensed or put into use by Quzara.
- “Professional Services” means professional services which may include, but are not limited to advisement, assessment, and implementation services.

- “Reseller” means any company authorized and appointed by Quzara to resell Quzara’s products or services.
- “Security Breach” means confirmed use, accidental or unlawful destruction, loss or unauthorized disclosure of Customer Data or Customer confidential information.
- “Security Event” means any potential indicator of threat that gives rise to a reasonable likelihood of a security incident that could cause unauthorized access or inadvertent disclosure impacting the confidentiality, integrity, or availability of data monitored by Quzara’s provision of Services.
- “Security Event Data” means information, collected during Quzara’s provision of Services, related to security events.
- “Service Order” means a physical, electronic, or online purchase order for MDR Services issued by Customer that references this Agreement and is accepted by Quzara, including any attached or referenced Service Descriptions.
- “Services” means collectively, MDR Services and associated Professional Services.

2. Services

During the term of this Agreement and subject to the terms and conditions herein, Quzara agrees to provide MDR Services and associated Professional Services purchased by Customer in accordance with the terms of (i) this Agreement and (ii) the applicable Statement of Work (SOW).

3. Trial Use of Services and Beta Releases

If Customer is entering into this Agreement for the purposes of evaluating the MDR Services, Quzara agrees to provide Customer, at no charge, access to and use of the MDR Services, subject to the MDR terms below for a period of thirty (30) days (“Evaluation Term”). Evaluation use of the MDR Services includes access to examples of detection, investigation, escalation, and incident support for a subset of incidents within the current, supported toolset within Customer’s environment, access to and training on the use of the Cybertorch™ Portal and Helpdesk, and reports generated from the MDR Services. Quzara may also provide Customers with access to early stage MDR Services (“Beta Releases”) for evaluation. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, QUZARA’S PROVISION OF THE MDR SERVICES OR BETA RELEASES AS DESCRIBED IN THIS SECTION (I.3) IS ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY, SERVICE LEVEL COMMITMENTS OR LIABILITY OF QUZARA. CUSTOMER’S USE OF THE MDR SERVICES OR BETA RELEASES PURSUANT TO THIS SECTION (I.3) IS AT CUSTOMER’S OWN RISK. Quzara may terminate Customer’s use of the MDR Services under this Section (I.3) at any time for any reason or no reason in Quzara’s sole discretion, without liability.

4. Purchases through Resellers

If Customer purchases Services through a Reseller, this Agreement will govern Customer’s use of those Services. Customer’s payment obligations for the Services will be with the Reseller and Customer will have no direct payment obligations to Quzara for such Services purchases. Any terms agreed to between Customer and Reseller that are in addition to this Agreement are solely between Customer and Reseller; provided, however, any such Customer/Reseller agreement shall not affect the rights and obligations of Quzara and Customer pursuant to this Agreement. No agreement between Customer and Reseller is binding on Quzara, nor will it have any force or effect with respect to the rights in, or the operation, use or provision of, the Services.

5. Orders

All Service Orders are subject to the terms and conditions of this Agreement and will include the following: (i) the particular Services to be performed, including, if applicable, any Service Level Agreements; (ii) the term of the Services; (iii) the fees and invoicing method for the Services; and (iv) any other applicable information agreed to by the parties.

6. Services Fees

Quzara's fees for the Services shall be set forth on each Service Order (or SOW).

7. Change Control

Customer may propose Changes to the Services provided under a Service Order (or SOW). The Change request form will include a description of the Change, reason for the Change, and initiator of the Change, as well as impact to scope, price, quality, schedule, resources, and risks. To become effective, any Change to the applicable Service Order shall be: (i) approved by both Quzara and Customer, (ii) executed by an authorized representative of Customer and Quzara, and (iii) memorialized in a Service Order change order or other written amendment that describes the change and specifically identifies the portion of the Service Order that is the subject of the Change. Changes to Services purchased through a Reseller shall be accomplished in accordance with the agreement between the Customer and the Reseller.

8. Taxes

Customer shall be responsible, on behalf of itself and its Affiliate(s), for the payment of all taxes and fees assessed or imposed on the Services provided or the amounts charged under the Service Order in any country or territory in which the Customer receives the benefit of the Services, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes: (i) for which the Customer has provided a valid resale or exemption certificate, or (ii) imposed on Quzara income or property or arising from the employment relationship between Quzara and its employees. If Customer is required by law to withhold or deduct an amount from payments due to Quzara under this Agreement, Customer shall include such additional amount to Quzara with its payment to ensure that Quzara receives, after such withholding or deduction, the amount that it would have been paid had no withholding or deduction been required.

9. Invoices and Payment

For purchases made directly from Quzara, all charges, fees, payments, and amounts hereunder will be invoiced and paid in United States dollars, and all invoice amounts will be due and payable within thirty (30) days of Quzara's invoice submission date. Quzara shall submit invoices to Customer electronically, to the email address provided by Customer. Customer shall have the right to, in good faith, dispute an invoice or any portion of an invoice from Quzara provided that, prior to the invoice due date, Customer (a) timely pays any undisputed portion of the amount due and payable, and (b) provides Quzara with written notice specifying the disputed amount and the basis for the dispute in reasonable detail. Except for amounts that are disputed in good faith by Customer in accordance with this Section (I.9), Quzara reserves the right to charge Customer a late fee of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, for invoices not paid on or before the invoice due date. Customer shall reimburse Quzara for all reasonable costs incurred in collection any late payments, including, without limitation, attorneys' fees. In addition, Quzara, without waiving any other rights or remedies to which it

may be entitled, shall have the right, upon prior written notice to Customer, to suspend the Services until such payment is received.

10. Third-Party Product Purchases

If Customer is, pursuant to a Service Order, purchasing any third-party products or services through Quzara (“Third-Party Products”) as specified on the Service Order, Customer agrees that such Third-Party Products shall be subject to the terms and conditions supplied by the original third party suppliers of the Third-Party Products including but not limited to, warranties or any third-party end-user license agreement incorporated into an applicable SLA or referenced in or attached to the Service Order (or similar document) relating to such Third-Party Products.

11. Warranties

Customer represents and warrants that it has the necessary rights, power, and authority to transmit Customer Data to Quzara under this Agreement and that Customer has and shall continue to fulfill all obligations with respect to individuals as required to permit Quzara to carry out the terms hereof, including with respect to all laws and regulations applicable to Customer Data. Quzara warrants that (i) its personnel are adequately trained and competent to perform the Services, and (ii) the Services shall be performed in a professional manner in accordance with the highest industry standards applicable to such services and the relevant Service Order and/or this Agreement. Customer agrees to provide prompt notice of any service concerns and Quzara promptly will re-perform any Services that fail to meet this standard. This Agreement states all remedies for warranty claims. To the extent permitted by law, the parties disclaim all other warranties. Customer understands that Quzara’s Services do not constitute any guarantee or assurance that the security of Customer’s systems, networks and assets cannot be breached or are not at risk.

12. Confidentiality

Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents, or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Quzara shall not be liable for any breach of this Section (I.12) resulting from a hack or intrusion by a third party (except any subcontractor of Quzara) into Customer’s network or systems unless the hack or intrusion was through endpoints or devices monitored by Quzara and was caused directly by Quzara’s gross negligence or willful misconduct.

13. Customer Data

During the term of this Agreement and the Services, Quzara shall employ and maintain reasonable and appropriate safeguards designed to: (i) reasonably protect all Customer Data in Quzara’s possession from unauthorized use, alteration, access, or disclosure; (ii) subject to Section I.11, detect and prevent against a Security Breach; and (iii) ensure that Quzara’s employees and agents are appropriately trained to maintain

the confidentiality and security of Customer Data in Quzara's possession

14. Data Privacy

Customer authorizes Quzara to collect, use, store, transfer and otherwise process the personal data Quzara obtains from Customer as a result of providing the Services for the purpose of complying with Quzara's rights and obligations under this Agreement and for any additional purposes described pursuant to this Agreement. Each party expressly agrees that the Data Protection Agreement shall apply and govern all activities concerning the processing of personal data for the purposes of this Agreement.

15. Proprietary Rights; Right to Use

Except as specifically provided herein, no transfer of ownership of any intellectual property will occur under this Agreement.

i. As to Customer

As between Customer and Quzara, Customer will own all right, title, and interest in and to (a) Customer Data, (b) Customer IP, (c) Customer Reports, (d) all confidential or proprietary information of Customer or Customer Affiliates, including other Customer files, documentation, and related materials, in each case under this subsection 15(i), obtained by Quzara in connection with this Agreement. Customer grants Quzara a limited, non-exclusive license to use Customer Data to perform the Services. Customer acknowledges and agrees that Customer's provision of any Customer Report or any information contained in a Customer Report to an unaffiliated third party is at Customer's own risk and Quzara disclaims all liability arising from such disclosure. Customer grants Quzara a limited, non-exclusive, perpetual, worldwide, irrevocable license to use and otherwise process Security Event Data during and after the term hereof to develop, enhance and/or improve its security services and the products and services it offers and provides to customers so long as any use and/or retainage of such Security Event Data is promptly anonymized and/or pseudonymized. Quzara may compile or otherwise combine Security Event Data with similar data of other MDR Services recipients so long as said data is compiled or combined in a manner that will not in any way reveal the data as being attributable to Customer. To the extent such Security Event Data includes information about individuals, Quzara will be the processor of such data.

ii. As to Quzara

As between Customer and Quzara, Quzara will own all right, title, and interest in and to the Products and Services. This Agreement does not transfer or convey to Customer or any third party any right, title, or interest in or to the Products and Services or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement. Quzara will retain ownership of all copies of the Documentation. In addition, Customer agrees that Quzara is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code, (and any enhancements and modifications made thereto) contained within the Services and/or Products (collectively, the "Works"), developed by Quzara in connection with the performance of the Services hereunder and of general applicability across Quzara's customer base, and Customer hereby assigns to Quzara all right, title and interest in and to any copyrights that Customer may have in and to such Work; provided, however, that such Work shall not include Customer's confidential information, Customer Data, Customer Reports or other information belonging, referencing, identifying or pertaining to Customer or Customer Affiliates. Without limiting the foregoing, Quzara will own all right, title, and interest in all IP in any MDR Reports made available to Customer. During the term of the this Agreement, Quzara grants to Customer a limited, non-exclusive license to use such Works and MDR Reports solely for Customer to receive the Services and for Customer's or its Affiliate's internal security purposes only.

Customer acknowledges that any license to the Quzara Products, Services, Works and MDR Reports expires upon the expiration or termination of the relevant Service Order or this Agreement.

16. Feedback

If Customer elects to provide any suggestions, comments, improvements, information, ideas or other feedback regarding the MDR Services to Quzara (collectively, “Feedback”), Customer hereby grants Quzara a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute and exploit any Feedback in any format and in any manner without any obligation, payment, or restriction based on intellectual property rights or otherwise, however, Quzara will not identify Customer as the source of the Feedback.

17. Term and Termination

This Agreement will commence upon the Effective Date and will remain in effect until terminated pursuant to this Section (I.17).

- i. **Termination for Cause.** Either party may terminate this Agreement, or any Service Order on written notice if the other party materially breaches this Agreement, or the specific terms of any Service Order, and fails to cure such breach within thirty (30) days after receipt of the notice. For an uncured breach on the part of Quzara, shall refund to Customer any prepaid Service fees on a pro-rata basis to the extent such Service fees are attributable to the period after the termination date. Except for termination arising under Section 17(ii), termination of a specific Service Order will not affect the term of any other Service Order, provided the basis for terminating such Service Order is not also the basis for terminating any other Service Order where no breach exists. Termination of this Agreement for cause will have the effect of terminating all unfulfilled Service Orders.
- ii. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

18. Customer Cooperation

Customer acknowledges that Quzara’s performance and delivery of the Services are contingent upon:

- i. Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, network, and information required to deliver the Services, and
- ii. Customer’s timely decision-making and provision of timely, accurate and complete information and reasonable assistance, including, granting of approvals or permissions. Customer will promptly obtain and provide to Quzara any required licenses, approvals, or consents necessary for Quzara’s performance of the Services. Quzara will be excused from its failure to perform its obligations under this Agreement and/or meet Service Level Agreements to the extent such failure is caused solely by Customer’s delay in performing or failure to perform its responsibilities under this Agreement and/or the relevant Service Order.

19. Limitation of Liability

Except for either parties’ respective indemnity obligations, the aggregate liability of each party under this Agreement shall not exceed the amounts paid or payable for the Services giving rise to the claim during the preceding twelve (12) month period. Neither Quzara nor Customer will be liable for lost business,

revenues or profits; business interruption or downtime costs; lost or corrupted data or software; loss of use of system(s) or network, or the recovery of such; indirect, punitive, special or consequential damages arising out of or in connection with this Agreement. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; nor any liability which may not be excluded or limited by applicable law. Neither party will bring any claim based on any Service provided hereunder more than two (2) years after the cause of action accrues.

20. Indemnification

- i. **Quzara Indemnity.** Quzara shall defend, indemnify and hold harmless the Customer Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Products, Services or Customer Reports prepared or produced by Quzara and delivered pursuant to this Agreement, infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Products, Services or any Customer Reports are performed or prepared for Customer by Quzara ("Indemnified Claims"). In addition to its responsibility for the indemnification of Damage set forth above, if an Indemnified Claim under this Section (I.20) occurs, or if Quzara determines that an Indemnified Claim is likely to occur, Quzara shall, at its option: (a) obtain a right for Customer to continue using such Products, Services or Customer Reports; (b) modify such Products, Services or Customer Reports to make them non-infringing; or (c) replace such Products, Services or Customer Reports with a non-infringing equivalent. If Quzara determines that (a), (b) or (c) above are not reasonably available, Quzara may, at its option, terminate this Agreement and/or the affected Service Order and refund any pre-paid fees on a pro-rata basis for the allegedly infringing Products, Services or Customer Reports that have not been performed or provided. Notwithstanding the foregoing, Quzara shall have no obligation under this Section (I.20) for any claim resulting or arising from: (I) modifications made to the Products, Services or Customer Reports that were not performed or provided by or on behalf of Quzara; or (II) the combination, operation or use by Customer, or anyone acting on Customer's behalf, of the Products, Services or Customer Reports in connection with a third-party product or service (the combination of which causes the infringement).
- ii. **Customer Indemnity.** Customer shall defend, indemnify and hold harmless the Quzara Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third party claim, action or allegation (a) that the Customer Data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Customer Data is accessed, provided to or received by Quzara or was improperly provided to Quzara in violation of any individual's rights, Customer's privacy policies or applicable laws (or regulations promulgated thereunder), (b) asserting that any action undertaken by Quzara in connection with Quzara's performance under this Agreement violates law or the rights of a third party, including without limitation claims or allegations related to the decryption, analysis of, collection or transfer of data to Quzara, (c) by Customer Affiliates arising from or relating to the Services, (d) arising from and/or related to Customer use of any Third-Party Product (e) arising from a third party's reliance on a Customer Report, any information therein or any other results or output of the Services. For the avoidance of doubt, Customer's indemnity obligations in clause (b) of this Section 20(ii) shall not affect Customer's rights or remedies under this Agreement.
- iii. **Mutual General Indemnity.** Each party agrees to indemnify and hold harmless the other party from any third-party claim or action (a) for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or willful misconduct and (b) relating to the indemnifying party's violation or alleged violation of Section I.21(vi) (Export Compliance), below.

- iv. **Indemnification Procedures.** The Indemnified Party will (a) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (b) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party.

21. General

- i. **Independent Contractor Relationship; No Publicity; Subcontracting; Assignment.** The parties are independent contractors. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. Neither party will use the other party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other party. Notwithstanding the foregoing, Quzara may use Customer's name in connection with general lists of customers and experience. Quzara has the right to assign, subcontract or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, provided that Quzara shall remain responsible for the performance of Services under this Agreement. Otherwise, neither party may assign this Agreement without the permission of the other party, which shall not be unreasonably withheld or delayed; except that either party may assign this Agreement without the consent of the other party to a successor in connection with a merger, sale of all or substantially all of such party's assets, or other change of control.
- ii. **Force Majeure.** Neither party shall be liable to the other party for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot, Internet Emergency or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, or fifteen (15) business days as to a Force Majeure delaying Customer's performance of its payment obligations, the other party may immediately terminate the applicable Service Order by giving written notice to the delayed party. An Internet Emergency is a widespread disruption of Internet or electronic communications not caused by Quzara, that renders the Services inaccessible or effectively unusable, for specific population(s) or location(s) and directly impact the ability of Quzara to provide the Services and/or maintain Service Level Agreements.
- iii. **Notices.** Notices to Quzara under this Agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service at the address below or to such other address (including electronic) as specified in writing and will be effective upon receipt.

Quzara, LLC

Attn: Quzara Legal

8521 Leesburg Pike, Suite 250, Vienna VA, 22182

legal@quzara.com

This Section (I.21(iii)) shall apply for formal contract notices only and shall not limit the parties' ability to communicate via electronic mail or other methods as agreed to by the parties for routine communications.

- iv. **Governing Law.** This Agreement shall be governed by the laws of the State of Virginia, excluding rules as to choice and conflict of law. Venue for any claim, dispute, arbitration, or lawsuit shall be Fairfax County, Virginia.
- v. **Compliance with Laws.** Each party agrees to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement.
- vi. **Export Compliance.** Customer will comply with all Export Laws where Customer uses any of the Services. Customer certifies that it is not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Customer will not export, re-export, ship, transfer or otherwise use the Services in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea. Customer will not use the Services for any purpose prohibited by the Export Laws.
- vii. **Third Party Beneficiaries.** The parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary rights with respect to either of the parties.
- viii. **Dispute Resolution.** The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement or the Services hereunder (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential information. Notwithstanding the foregoing, either party will have the right to seek from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

- ix. **Entire Agreement; Amendments; Severability; Section Headings; Survival.** This Agreement, including any exhibits, attachments, applicable Service Orders are the entire agreement between Quzara and Customer with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and terms and conditions between the parties including, without limitation, any terms contained within a purchase order issued by Customer in connection with the Services or any separate security or privacy agreements executed by the parties. No amendment to or modification of this Agreement in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this Agreement. All provisions regarding indemnification, warranty, liability, and limits thereon, and confidentiality and/or protections of proprietary rights and trade secrets shall survive the termination of this Agreement.

II. QUZARA DATA PROTECTION AGREEMENT

This Data Protection Agreement (“DPA”) forms part of the Agreement between the Customer and Quzara, LLC (“Quzara”) and shall apply where the provision of Services by Quzara to Customer involves the processing of Personal Data (as defined below) and is subject to Privacy Laws. Except as otherwise expressly stated, Customer is the controller and Quzara is the processor (as defined below) of the Personal Data processed under this Agreement. Capitalized terms shall have the meaning set forth in the Agreement, unless otherwise defined in this DPA. In the event of a conflict between this DPA and the Agreement, this DPA shall control with respect to its subject matter.

1. Definitions

References in this DPA to “controller,” “data subject,” “processor,” and “supervisory authority” shall have the meanings ascribed to them under Privacy Laws. Capitalized terms that are not defined in this DPA shall have the meaning set out in the Agreement. In this DPA:

- **“Data Breach”** means an actual breach by Quzara of the security obligations under this DPA leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data transmitted, stored, or otherwise processed.
- **“Personal Data”** means any information relating to an identified or identifiable natural person that is processed by Quzara, acting as a processor on behalf of the Customer, in connection with the provision of the Services, and is subject to Privacy Laws.
- **“Privacy Laws”** means any United States and/or European Union data protection and/or privacy-related laws, statutes, directives, or regulations (and any amendments or successors thereto) to which a party of the Agreement is subject and are applicable to the Services including, without limitation, the General Data Protection Regulation 2016/679.
- **“Processing”** (and its derivatives) means any operation(s) performed on Personal Data, whether or not by automated means, including the collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, restriction, erasure, or destruction.
- **“Security Event Data”** means information related to security events that is collected during

Quzara's provision of Services.

- “**Services**” means the managed security services and/or professional services provided by Quzara to Customer.
- “**Sub-processor**” means a third party engaged by Quzara (including, without limitation, an Affiliate and/or subcontractor of Quzara) in connection with the processing of the Personal Data.

2. Description of Processing

A description of the processing activities to be undertaken as part of the Agreement and this DPA are set out in Annex 1.

3. Compliance with Laws

The parties agree to comply with their respective obligations under Privacy Laws. In particular, Customer warrants and represents (on its behalf and on behalf of each of its Affiliates, where applicable) that it has obtained all necessary authorizations and consents required for compliance with Privacy Laws prior to disclosing, transferring, or otherwise making available any Personal Data to Quzara and that it has provided appropriate notifications to data subjects describing the purpose for which their personal data will be used pursuant to this DPA and the Agreement.

4. Quzara Obligations

- Instructions.** Quzara shall process the Personal Data only in accordance with Customer's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Customer hereby instructs Quzara to process Personal Data to provide Services and comply with Quzara's rights and obligations under the Agreement and this DPA. The Agreement and DPA comprise Customer's complete instructions to Quzara regarding the processing of Personal Data. Any additional or alternate instructions must be agreed upon between the parties in writing, including the costs (if any) associated with complying with such instructions. Quzara is not responsible for determining if Customer's instructions are compliant with applicable law. However, if Quzara is of the opinion that a Customer's instruction infringes applicable Privacy Laws, Quzara shall notify Customer as soon as reasonably practicable and shall not be required to comply with said infringing instruction.
- Confidentiality.** To the extent the Personal Data is confidential (pursuant to applicable law), Quzara shall maintain the confidentiality of the Personal Data in accordance with Section I.12 of the Agreement and shall require persons authorized to process the Personal Data (including its Sub-processors) to have committed to materially similar obligations of confidentiality.
- Disclosures.** Quzara may only disclose Personal Data to third parties (including, without limitation, its Affiliates and Sub-processors) for the purpose of: (a) complying with Customer's reasonable and lawful instructions; (b) as required in connection with the Services and as permitted by the Agreement and/or this DPA; and/or (c) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator, or government agency with competent jurisdiction to which Quzara, its Affiliates, and/or Sub-processors is subject, PROVIDED THAT Quzara will (to the extent permitted by law) inform the Customer in advance of any disclosure of Personal Data and will reasonably cooperate with Customer to limit the scope of such disclosure to what is legally required.

- iv. **Assisting with Data Subject Rights.** Quzara shall, as required in connection with Services and to the extent reasonably practicable, assist Customer in responding to requests from data subjects exercising their rights under Privacy Laws (including, without limitation, the right of access, rectification, and/or erasure) in respect of Personal Data. Quzara reserves the right to charge Customer for such assistance if the cost of assisting exceeds a nominal amount. Quzara shall notify Customer as soon as practicable of any request Quzara receives from data subjects relating to the exercise of their rights under applicable Privacy Laws during the Term of the Agreement (to the extent such request relates to Personal Data).
- v. **Security.** Taking into account industry standards, the costs of implementation, the nature, scope, context, and purposes of the processing and any other relevant circumstances relating to the processing of Personal Data, Quzara shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk in respect of any Personal Data in accordance with Quzara policies.
- vi. **Sub-processors.** Customer agrees that Quzara may appoint and use Sub-processors to process Personal Data in connection with Services PROVIDED THAT: (a) Sub-processor has (I) obligations that are relevant to the Services provided by Quzara and (II) implemented appropriate technical and organizational measures that are materially similar to the rights and/or obligations granted to or imposed upon Quzara under this DPA; and (b) where a Sub-processor fails to fulfill its data protection obligations as specified above, Quzara shall be liable to the Customer for the performance of the Sub-processor's obligations.
- vii. **Deletion of Personal Data.** Upon termination of Services (for any reason), and if requested by Customer in writing, Quzara shall as soon as reasonably practicable delete Customer's Personal Data, PROVIDED that Quzara may: (a) retain one copy of Personal Data as necessary to comply with any legal, regulatory, judicial, audit, or internal compliance requirements; and/or (b) defer the deletion of Personal Data to the extent, and for the duration, that any Personal Data or copies thereof cannot reasonably and practically be expunged from Quzara's systems. For such retention or deferral periods as referred to in sub-paragraphs (a) or (b) of this clause, the provisions of this DPA shall continue to apply to such Personal Data. Quzara reserves the right to charge Customer for any reasonable costs and expenses incurred by Quzara in deleting Personal Data pursuant to this clause
- viii. **Demonstrating Compliance.** Quzara shall, upon reasonable, prior written request from Customer (such request not to be made more frequently than once in any twelve (12) month period), provide to Customer such information as may be reasonably necessary to demonstrate Quzara's compliance with its obligations under this DPA.

5. Data Breaches

Where a Data Breach is caused by Quzara's failure to comply with its obligations under this DPA, Quzara shall: (i) notify Customer without undue delay after establishing the occurrence of the Data Breach and shall, to the extent such information is known or available to Quzara at the time, provide Customer with details of the Data Breach, a point of contact, and the measures taken or to be taken to address the Data Breach; (ii) reasonably cooperate and assist Customer with any investigation into, and/or remediation of, the Data Breach (including, without limitation, and where required by Privacy Laws, the provision of notices to regulators and affected individuals); (iii) not inform any third party of any Data Breach relating to Customer's Personal Data without first obtaining Customer's prior written consent, except as otherwise required by applicable law provided that nothing in this clause shall prevent Quzara from notifying other customers whose personal data may be affected by the Data Breach; and (iv) in the event Customer intends to issue a notification regarding the Data Breach to a supervisory authority, other regulator, or law enforcement agency, Customer shall (unless prohibited by law) allow Quzara to review the notification and Customer shall have due regard to any reasonable comments or amendments proposed by Quzara.

6. Liability and Costs

Neither Quzara nor any Sub-processor shall be liable for any claim brought by Customer or any third party arising from any action or omission by Quzara and/or Sub-processors to the extent that such action or omission resulted from compliance with Customer's instructions.

7. Security Event Data

Quzara will process Security Event Data as part of its provision of Services. Customer acknowledges that Quzara may also process Security Event Data in order to develop, enhance, and/or improve its security services and the products and services it offers and provides to customers. Quzara shall be the controller in respect to any Personal Data in the Security Event Data and, for the duration of its processing of such Security Event Data, Quzara shall: (i) comply with applicable Privacy Laws and (ii) safeguard such Security Event Data with security measures that are no less protective than those set out in this DPA. Restrictions on the disclosure and transfer of Personal Data in this DPA shall not apply in connection with Quzara's processing of the Security Event Data for the purposes described in this clause. However, Quzara's shall not disclose any Security Event Data that is traceable to Customer to any third parties (other than Affiliates and Sub-processors) unless permitted under the Agreement and/or this DPA, or the disclosure is required in order to comply with applicable law or legal process. Quzara shall not be required to return or delete Security Event Data upon termination of Services (for any reason). Customer shall ensure that its personnel and any other data subjects whose Personal Data is processed by Quzara in connection with Services are appropriately notified of the fact that their Personal Data may be processed in connection with the development, enhancement, and/or provision of Quzara's products or services as described in this clause. If Customer is compelled by a legally-binding order (e.g., of a court or regulatory authority of competent jurisdiction) to have the Security Event Data deleted, then Quzara agrees, as appropriate, to anonymize, pseudonymize, or delete the Security Event Data that is the subject of the binding order as soon as practicable.

8. Privacy Impact Assessments.

Quzara shall provide reasonable cooperation and assistance to Customer, to the extent applicable in relation to Quzara's processing of the Personal Data and within the scope of the agreed Services, in connection with any data protection impact assessment(s) that the Customer may carry out in relation to the processing of Personal Data to be undertaken by Quzara, including any required prior consultation(s) with supervisory authorities. Quzara reserves the right to charge Customer a reasonable fee for the provision of such cooperation and assistance.

9. ANNEX 1 - PROCESSING DESCRIPTION

i. Subject Matter and Purpose

Subject to the terms of the Agreement, Quzara provides information security services for the Customer and processes Personal Data for the purpose of providing such services as set out in applicable Service Orders, SOWs, SLAs, service descriptions, or otherwise.

ii. Duration of Processing

Quzara will retain and process Customer's Personal Data for the term of the Agreement and in accordance with the provisions of this DPA regarding the return or deletion of Personal Data.

iii. Data Subjects

The Personal Data transferred may concern the following categories of data subjects: individuals who use and access Customer information technology systems for which Quzara provides services.

iv. Type of Personal Data

- For Cybertorch MDR Services: Personal Data may be contained:
 - within security logs or alerts, which may include information related to IT resources access, such as username, identification number, location, IP address, MAC address, or other device identifier, resource accessed, time of access, and device name;
 - within context related to the security logs or alert that may include malicious files, network fragment, process details, domain name, network connections; or
 - within the user account created to access Quzara MDR resources (e.g., Portal access).
- For Quzara Consulting Services: Personal Data that maybe processed by Quzara, if necessary, for the provision of the Consulting Services may include any or all of the following:
 - contact details, which may include name, address, e-mail address, phone and fax contact details, and associated local time zone information;
 - employment details, which may include company name, job title, grade, demographic, and location data;
 - IT systems information, which may include user ID and password, computer name, domain name, IP address, and software usage pattern tracking information i.e., cookies;
 - data subject's e-mail content and transmission data which is available on an incidental basis for the provision of information technology consultancy, support and services (incidental access may include accessing the content of e-mail communications and data relating to the sending, routing and delivery of e-mails);
 - details of goods or services provided to or for the benefit of data subjects; and
 - financial details (e.g. credit, payment and bank details) special categories of data (if appropriate) which may involve the incidental processing of personal data which may reveal: racial or ethnic origin; political opinions; religious or philosophical beliefs; trade-union membership; genetic data and bio metric data for the purpose of uniquely identifying a natural person; data concerning health (including physical or mental health or condition); sexual life or sexual orientation; criminal offences or alleged offences and any related court proceedings; social security files.

iii. MDR SERVICES TERMS

These MDR Services Terms apply to all MDR Services and are in addition to the Base Terms and any service specific terms described in the relevant Service Description.

1. Definitions

“Portal” means the Cybertorch™ Portal (powered by 3rd party tools) and Helpdesk (powered by email and ticketing support workflows) by which Customer accesses the MDR Services.

“Products” mean collectively, Documentation, the MDR Services, Software, Protected Information, and Portal, or a combination thereof.

“Protected Information” means user IDs, tokens, passwords, digital signatures.

“**Services Commencement Date**” means the point in time which is the earlier of (a) Customer receiving login details for the MDR Services from Quzara; or (b) Quzara establishing communication with the contracted Customer device(s) and/or any Customer network equipment; or (c) the date thirty days from the date of the applicable Service Order, unless Service Commencement Date is defined otherwise on the Service Order.

“**Service Description**” means the description of the specific MDR Service purchased by Customer, including obligations of Quzara and Customer related to the MDR Service. The Service Description shall be identified on Customer’s Statement of Work.

“**Service Level Agreement**” or “SLA” means Quzara’s commitment to MDR Service availability and delivery as described in the relevant Service Description and further described below.

“**Software**” means software that is identified or described in any Service Order as to be provided or made available by Quzara (as object code only) to Customer or that is otherwise provided or made available by Quzara under this Agreement for Customer’s use.

2. **MDR Service Fees**

The MDR Services ordered on each Service Order shall be described in the relevant Services Description and will commence the Services Commencement Date. If MDR Services are purchased directly from Quzara, Quzara shall invoice Customer for the MDR Services on or after the Service Commencement Date. Otherwise, invoicing terms are between Customer and Reseller. A detailed description of any specific MDR Services being purchased is set forth in the service description which may be attached and include in the Statement of Work (SOW) and are incorporated herein by reference. If Customer purchases Server/Network Infrastructure Monitoring or Security Information and Event Management (SIEM) Services pursuant to a Service Order, Quzara will invoice Customer for the fees applicable to the entire number of devices specified for the tier being purchased (tiers and corresponding device quantity as outlined in the applicable Service Order) upon the Service Commencement Date of the initial device. If there are any devices remaining to be integrated thereafter, Customer shall be responsible for initiating the integration of such devices.

3. **MDR Services**

Quzara will provide Customer with: (i) Protected Information, and (ii) access to and use of Software and the Ticketing systems, as necessary for Customer to receive the MDR Services and Documentation Software. Quzara grants to Customer a limited, nontransferable, royalty-free and nonexclusive license to access and use, and for Customer’s Affiliate(s) to access and use, during the term of the MDR Services only, the Products provided to Customer, subject to the restrictions set forth below. All licenses for Software will begin upon issuance of the related Service Order.

4. **Use Restrictions**

Customer (i) will use the Products for its internal purposes, or for the internal purposes of Customer’s Affiliates purchasing MDR Services hereunder, and (ii) will not, for itself, any Affiliate of Customer or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Products, except as permitted under Section I.21.a of the Agreement; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Software; (c) copy any Software or Documentation, except that Customer may make a reasonable number of copies of the Documentation for its internal use (provided Customer reproduces on such copies all proprietary notices of Quzara or its suppliers); or (d) remove from any Software, Documentation or Equipment any language or designation indicating the confidential nature thereof or the proprietary rights of Quzara or its suppliers. In addition, Customer will not, and will not permit unaffiliated third parties to, (I) use the Products on a timesharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of any

Software or Equipment; or (III) assign, transfer, distribute, or otherwise provide access to any of the Products to any unaffiliated third party or otherwise use any Product with or for the benefit of any unaffiliated third party.

5. Ultrahazardous Activities

Customer acknowledges and agrees that the Products are not designed, manufactured or intended for use in any environment in which the failure of the Products could lead to death, personal injury or severe physical or environmental damage, which uses and environments may include, but are not limited to, the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems or the on-line control of equipment in any hazardous environment requiring fail-safe performance. Customer represents and warrants the Customer will not install or use the Products for such purposes.

6. Customer Responsibilities

Customer understands that (i) Quzara's performance of MDR Services is dependent in part on the Customer's compliance with the requirements of this Exhibit and the relevant Service Description, (ii) it is responsible for timely delivery of the items and information listed in the following sections of this Exhibit, and (iii) it must perform the tasks, and provide access to Customer's employees, consultants, business processes, and/or systems as contemplated herein for Quzara to be able to perform the MDR Services efficiently. The following Customer responsibilities are necessary to ensure Quzara's ability to perform the Services:

- Provide reasonable assistance to Quzara for performance under this Exhibit, including helping trouble-shoot technical issues within the Customer's environment as well as any services provided by third parties to the Customer that may affect the delivery of MDR Services.
- If applicable, provide a permanent, dedicated connection to support the execution of MDR Services. Customer is responsible for maintaining the functionality of Customer's components of this dedicated connection.
- Provide the necessary technical, license, and service information required for implementation prior to the commencement of MDR Services.
- Develop a network map detailing relevant aspects of Customer's network architecture and delivering it to the Quzara team for their reference when troubleshooting.
- Provide Quzara with accurate and up-to-date information including: the name, e-mail, landline, and mobile numbers for all designated authorized Customer point(s) of contact.
- Provide Quzara specific names of support personnel for Incident Response or Managed Services support.
- Maintain current maintenance and technical support contracts with Customer's software and hardware vendors for any device affected by this Exhibit.
- Assign a Project Manager who is (i) responsible for all Customer aspects of the project, (ii) authorized to make all decisions relative to the Project, including identification and assignment of Customer resources, (iii) available to Quzara MDR Services personnel throughout the Project, (iv) authorized to receive quarterly updates, and (v) responsible for acceptance of deliverables.
- Assign a Project Sponsor who is available to Quzara personnel through the life of the project and acts as an escalation point when conflicts cannot be resolved by the Customer Project Manager.

Customer is liable and responsible for each of the following: (a) the risk that results from non-compliance with any instruction provided by Quzara as to the deployment, adjustment, or maintenance of any software, policy, or license; (b) updating Quzara as to any changes made to or needed from Services, which can include, but are not limited to, end point count, licensing requirements, and/or user accounts; and (c) notifying Quzara when deployed assets are invisible to or otherwise unavailable for monitoring. Customer acknowledges and agrees that the liabilities to be assumed by Customer pursuant to this Section (III.6) are intended to be independent of one another. Customer represents, warrants, covenants, agrees, and confirms

that it will adhere to the terms of this provision and any direction given by Quzara that would affect Services.

7. Project Management

Quzara shall designate a project manager to oversee the integration project and ongoing communications, manage Quzara resources and be the Customer’s primary contact with Quzara regarding the on-boarding process, scheduled meetings, reporting and development or tuning requests. The Quzara PMO may be contacted in the following methods:

Email	support@cybertorch.com or support@cybertorch.us
Toll Free 24/7 Support	(800) 218-8528
Direct Phone	(703) 996-4988

8. Scheduled Maintenance

Scheduled maintenance is any maintenance that is performed by Quzara during a scheduled maintenance window (3:00AM EST – 3:30AM EST). Quzara will provide a 48-hour notice on the Cybertorch™ Helpdesk platform for any high-impact changes, excluding any unscheduled emergency maintenance that needs to be performed for stability or security of the platform.

9. File Analysis Submissions and Endpoint Isolation

Quzara conducts File Analysis Submissions and performs Isolation Services unless Customer opts out of such services.

- a. **Malware File Analysis Submissions.** Quzara conducts dynamic and static analysis of unknown binaries and unknown files to improve analysis, detection, and response to security threats that may impact customer environments. This process may require Quzara analysts to upload unknown binaries and/or files detected in Customer environments to dynamic sandbox and/or static analysis services such as Virus Total. Virus Total is owned by Chronicle Security Ireland Limited, an Irish Limited Company with registered number 507502. At no point will Customer data and/or information be publicly exposed by the MDR Services in this process. If Customer does not opt out of this service, the MDR servers will either manually or automatically upload unknown binaries to dynamic sandbox and/or static analysis services such as Virus Total, and (i) each binary and/or has and/or file metadata, as the case may be, will be submitted to Virus Total; (ii) the terms of services and privacy policies of Virus Total, as applicable, will apply for Customer, and (ii) Quzara shall not be responsible for this submission or for any act or omission by any online service.

- b. **Isolations.** Unless Customer opts-out, Quzara will isolate potentially compromised machines directly or with the assistance of Customer IT support staff. Quzara will manually isolate the machine using the endpoint solution and notify Customer of the isolation via the alert write-up procedure for escalation. The machines will remain in isolation until the threat has been remediated or Customer has specifically indicated that they accept the risk and request Quzara remove the isolation. Should Customer opt to have Quzara remove isolation from an affected machine: (i) associated SLAs shall be suspended until the discovered threat has been remedied, and (ii) Customer shall waive all associated liability regarding the affected machine's removal from isolation. Customer hereby commits to identifying production impacting servers and assets that are not to be isolated unless Customer has given written authorization. Quzara commits to isolating machines that are not on the authorized list only to prevent the spread of malicious code and lateral movement by suspected attackers. Quzara will escalate all alerts that require isolation to Customer for their visibility and active feedback on the alert. Customers using endpoint detection and response and/or endpoint protection solutions are advised that the MDR Services have the ability to isolate machines on Customer's network and can use that functionality to protect Customer's network. Isolated machines will lose all connectivity to all other devices on Customer's network.

10. Security

Quzara agrees to notify Customer promptly (within 48 hours), upon becoming aware of a confirmed use, accidental or unlawful destruction, loss or unauthorized disclosure of Customer Data or Customer Information in violation of this Agreement (a "Security Incident"). Customer acknowledges that any Audit Report and/or any other information provided by Quzara pertaining to Quzara's security controls, policies, procedures, etc. are considered Confidential Information of Quzara and shall be treated by Customer in accordance with the terms and conditions of the Agreement; provided, however, that the parties agree (subject to reasonable protections of such Confidential Information, such as non-disclosure agreements between Customer and any auditors), that Customer shall be permitted to disclose such Audit Report to its auditors and/or other relevant agents and representatives, as appropriate.

11. True Ups

Quzara may require Customer to initiate a true-up process at any time during the term if Quzara determines that one of the following applies: (i) Customer's usage of third party licenses exceeds the prepaid quantity of such licenses, or (ii) the number of endpoints in use by Customer exceeds the quantity of endpoints for which Customer has purchased license subscriptions hereunder, or (iii) there is a material change to Customer's environment that impacts the calculated subscription fees for MDR Services. Quzara will initiate the true-up process by notifying Customer in writing, including the relevant details that support the true-up requirement.

12. Service Order Term and Renewal

The term of the MDR Services will automatically renew annually for subsequent one (1) year terms on the Service Commencement Date, unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the Term or the then current renewal period. Quzara shall provide to Customer an invoice for the renewal term a minimum of sixty (60) days prior to the term renewal date, detailing any mutually agreed to adjustments to the fees for MDR Services. The price of the MDR Services shall not increase by a value greater than the rate of standard inflation, calculated via the Consumer Price Index, plus 2.9% of the fees for the prior year's fees for MDR Services. This cap on price increase is applicable only on the MDR Services provided by Quzara and shall not apply to any price increases resulting from requirements for additional licenses, endpoints, or services, as needed, or for third party services or software.

13. Decommission or Turn-Down of Services

If the MDR Services contract is not renewed, Customer will have ninety (90) days from the date of termination or ninety (90) days from the date of contract expiration, whichever occurs first, to request a copy of Customer's archived data. Such requests may be submitted via e-mail. If this option is not available, Customer may request Quzara download the archived data, at Customer's expense, (i) to a Customer designated location or (ii) on encrypted media and shipped to Customer's specified location. Should the amount of Customer archived data be reasonably deemed by Quzara to be too excessive to make available by download, Quzara will store the data on encrypted media and ship it to Customer's specified location, at Customer's cost. If Customer does not request the archived data within the 90-day period described above, Quzara will provide final notice to Customer prior to the end of the 90-day period before permanently destroying all archived data no longer under a valid Services contract.

14. Equipment; Title and Risk of Loss

Upon the earlier of the termination of this Agreement or of the applicable Service Order, Customer, at Customer's expense, shall erase, destroy, and cease use of all Software located on any Customer provided equipment.

15. Out of Scope Services

Customer understands that any cybersecurity event detected during Quzara's MDR Service onboarding process that requires Quzara resources outside the scope of the MDR Services described in this Exhibit shall subject to a separate Incident Response (IR) support retainer. Additional professional services may be required for such an engagement and if required, will be captured in a mutually agreed to statement of work.

16. Regulatory Services

Quzara does not operate as a provider of services regulated by the Federal Communications Commission (FCC) or state regulatory authorities and does not intend to provide any services that are regulated by either. If the FCC or any state regulatory authorities imposes regulatory requirements or obligations on any services provided by Quzara hereunder, Quzara may (i) modify, replace, or substitute products at Customer's expense, and/or (ii) change the way in which such services are provided to Customer to avoid the application of such requirements or obligations to Quzara (for example, by acting as Customer's agent for acquiring such services from a third-party common carrier).

17. SERVICE LEVEL AGREEMENTS

The service level commitments and remedies provided by Quzara for the MDR Services and any associated Customer actions are described below.

i. Definitions

- **"Time to Detection"** or **"TTD"** means the period of time calculated from the point an incident is reported/registered in the Cybertorch™ Helpdesk and ends when an analyst begins investigating the reported incident.
- **"Median Time to Resolution"** or **"MTTR"** means the total amount of time to investigate an alert after the last event is added (t=0). This includes Time to Detection, plus the total time spent for investigation and either escalation to the Customer or a determination is made that escalation to the Customer is not required.
- **"Monthly Service Fees"** means the total monthly fees for the purchased MDR Service, excluding any service fees for any third-party product licenses and implementation services.

ii. **Service Level Compliance.**

Tracking of Service Level compliance when the deployment process has been completed, the devices and security controls have been set to “live,” and support and management of the devices and security controls have been successfully transitioned to MDR Services. Customer will be notified (in writing or email) that MDR Services have transitioned from deployment phase to full production monitoring. Service Levels will not apply, and remedies will not be available for beta, proof of concept, testing, implementation, and deployment phases of the MDR Service.

The Customer, or its designated agents, are solely responsible for responding to escalated alerts and comments in a reasonable timeframe in order to resolve open alerts and work with Cybertorch™ Threat team to create playbooks to remove future false positives. Three (3) business days from when an alert is escalated to the Customer is considered a reasonable timeframe. SLAs do not apply during periods of time when the Customer is not responding to multiple requests to resolve open alerts and potential false positives. Quzara reserves the right to amend the SLA(s) set out below from time to time, in its reasonable discretion provided such amendments (a) will have no material adverse impact on the MDR Services, Service Levels or Service Level credits currently being provided to Customer by Quzara; and (b) are being affected with respect to all similarly situated Quzara customers

iii. **Exclusions from SLAs.** The impact of any of the following items shall be excluded from the calculation of service level achievement.

- Traffic/events that do not reach the Quzara SOC due to (a) the fault or delay of Customer, (b) a failure of the network environment, internet connectivity or traffic that does not generate a logged event.
- Service interruptions, deficiencies, degradations, or delays due to (a) Customer supplied Internet or private access; (b) power, equipment, systems or services not supplied by Quzara, (c) equipment, configuration, routing event, or technology required for delivery of MDR Services that is under the management or control of Customer, (d) Customer changes to the system specifications, (e) removal of a service component by Customer without a mutually agreed to change order or (f) the acts or omissions of third parties engaged by Customer.
- Slow or Non-Responses from any delegated Managed Services or any Customer Support personnel.
- Performance of scheduled or emergency maintenance.
- Customer’s noncompliance with any instruction provided by Quzara as to (a) the deployment, adjustment, or maintenance of any software, policy, or license; (b) recommended configurations on managed or unmanaged equipment that impacts the provision of MDR Services.
- Failure to provide a suitable and secure environment for on-premises devices.
- Network, software, or server changes or outages to the managed services environment without reasonable prior notification that significantly impact event volumes. This applies to any assets that may affect the generation of and/or transmission capability of logs, and events or other activity which is monitored by Quzara for security alerts.
- Any time period during which Customer or Customer engaged third-party initiated testing of the MDR Services is taking place.

iv. **Service Level Agreement for Tier 2 Support Package**

NAME	DESCRIPTION	SLA
SOC MDR Portal Availability and Notification Systems	Customer access to Cybertorch™ Portal and Helpdesk applications availability shall be measured by the number of minutes in the month minus the number of minutes the system is unavailable during the month (adjusted for any scheduled downtime) divided by the total number of minutes in the month x 100.	99.9% (Dependent on underlying connectivity and system resources)
Individual Security Event Investigation – Time to Detection (“TTD”)	<p>Upon the Cybertorch™ Helpdesk receiving an event that creates an alert, the Quzara SOC will begin investigation within the given timeframe after delivery to the Cybertorch™ Portal and Helpdesk.</p> <p>The SLA timeframe in minutes is automatically calculated by the Cybertorch™ Helpdesk and annotated in the audit log.</p> <p>This timeframe is measured by taking the difference between creation of the alert as shown in the Cybertorch™ Helpdesk audit log and when the alert is either assigned to a Cybertorch™ Threat analyst, escalated to the Customer, or a determination is made that escalation to the Customer is not required</p>	<p>60 minutes</p> <p>Timeframe for SLA measurement is 7 days.</p>
Individual Security Event Investigation – Time to Triage (“TTT”)	Upon assignment to a Cybertorch™ Threat analyst through the use of preset playbooks and automation the analyst will make an initial determination if the event is escalated to the Customer, or a determination that escalation to the Customer is not required or further investigation is required through manual means and threat hunting.	120 minutes
Monthly Median Alert Resolution Time SLA (“MTTR”)	Time to Resolution (“TTR”) measures the total amount of time to investigate an alert after the last event is added (t=0). This includes the delay to begin investigation (TTD) plus the total time spent for investigation and either escalation to the Customer or a determination is made that escalation to the Customer is not required.	180 minutes

- v. **Service Level Credits.** Customer will receive credit for Quzara’s failure to meet the Service Level outlined above within thirty (30) days of notification by Customer to Quzara of such failure. In order for Customer to receive a Service Level credit, the notification of the Service Level failure must be submitted to Quzara within thirty (30) days of such failure and relevant to the then-current step of the monitoring process.

Service Level credits will be calculated against the monthly MDR Services fees, not including the service fees for any vendor Product license or implementation service. The Monthly Service Fee shall be determined by taking the prepaid annual fee for the MDR Services, less the amounts for any vendor product licenses and implementation services and dividing that total by 12. If Quzara misses the above SLAs more than one time during any single 24-hour period, Quzara will provide, and Customer’s remedy is limited to a Service Level credit equal to one day of the MDR Services fee for the affected MDR Service.

QUZARA MDR AVAILABILITY AND NOTIFICATION SYSTEMS SLA: 99.9%

SYSTEM AVAILABILITY	CREDITS DUE CUSTOMER
99.8% - 99.9%	No Credit Due
99.5% - 99.79%	1% of the Monthly MDR Service
99.0% - 99.49%	2% of the Monthly MDR Service
98.5% - 98.99%	4% of the Monthly MDR Service
Less than 98.5%	5% of the Monthly MDR Service

INDIVIDUAL SECURITY EVENT INVESTIGATION SLA (TTD): 60 MINUTES

QTY OF ALERTS NOT MEETING SLA TIMEFRAME	CREDITS DUE CUSTOMER
10 or less	No credit Due
11-20 Alerts	2% of the Monthly MDR Services
21 or More	5% of the Monthly MDR Services

MONTHLY MEDIAN ALERT RESOLUTION TIME SLA (MTTR): 180 MINUTES

MTTR	CREDITS DUE CUSTOMER
MTTR > SLA for calendar Month	5% of Monthly MDR Service Fee

- vi. **Service Level Credit Payment.** Customer notification of the Service Level failure must be submitted to Quzara within thirty (30) days of such failure in order for Customer to be eligible for any Service Level credit. Quzara will research the request and respond to Customer within thirty (30) days from the date of the request. The total amount credited to a Customer in connection with any of the above Service Levels in any calendar month will not exceed the monthly MDR Service fees paid by Customer for such MDR Service. Any Service Level credits determined to be applicable to Customer shall be accrued by Quzara against Customer's account and made available for Customer to apply against the fees for the subsequent renewal term. Payment of Service Level credits shall be Customer's sole and exclusive remedy and Quzara's entire liability for its failure to meet the Service Level commitments set out in this Service Level Agreement.

This Agreement may be executed in counterparts and via electronically transmitted signature.

Quzara LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____