

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

**READ CAREFULLY. THE USE OF QUZARA MDR SERVICES IS SUBJECT TO THE FOLLOWING LEGAL TERMS AND CONDITIONS.** These Quzara Terms & Conditions Agreement (the “Agreement”) contains the terms and conditions that govern your access to and use of MDR Services and is an agreement between Quzara LLC. (“Quzara”) and the legal entity that will be using the MDR Services (“Customer”). This Agreement takes effect upon the earlier of 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.

The 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: <https://cybertorch.quzara.com/>
- “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” 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.
- “Protected Information” means user IDs, tokens, passwords, digital signatures.
- “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.
- “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.

In this Agreement (except where the context otherwise requires): (a) headings are included for convenience only and shall not affect the interpretation of this Agreement; (b) use of the singular includes the plural and vice versa; (c) any references to a “person” shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality); (d) any reference to a statute, statutory provision, subordinate legislation, code or guideline (“legislation”) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; (e) any phrase introduced by the terms “including”, “include” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (f) references to time are to Eastern Time; and (g) in writing includes by email unless otherwise indicated.

## **2. Services and Use of 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). Quzara hereby rejects any preprinted term or condition included in any communication or document from Customer relating this Agreement, including on purchase orders. For the avoidance of doubt, any of Customer’s purchase terms and conditions are expressly excluded. Quzara’s failure to object to conflicting or additional terms will not change or add to the terms of this Agreement. Subject to Customer’s payment of all relevant fees, Quzara hereby grants to Customer a non-exclusive, non-transferable right to access and use for its internal business purposes the Services. The initial term of the foregoing access right will be as set forth in the applicable Service Order. Customer shall be solely responsible for connection of Customer’s systems to a telecommunications service that provides Internet access for purposes of Customer’s access and use of the Services. 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.

## **3. Property and Confidential Information**

Customer may not: (i) reverse engineer, disassemble, decompile, or otherwise attempt to reveal the trade secrets or know how underlying the Products and Services, except to the extent expressly permitted under applicable law; (ii) use Quzara's intellectual property and Confidential Information to develop a product that is similar to the Products and Services; (iii) use any Quzara Confidential Information to contest the validity of any Quzara intellectual property; (iv) remove or destroy any copyright notices or other proprietary markings or confidentiality legends placed on or made available through the Products; (v) use the Products and Services in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation; or (vi) copy, reproduce, distribute, rent, loan, sell, transfer, grant any license, sub-license or otherwise make available Products to third parties except as expressly permitted in this Agreement.

#### **4. 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, and reports generated from the MDR Services. Quzara may also provide Customers with access to early stage MDR Services ("Beta Releases") for evaluation. During the Evaluation Term, all terms and conditions of this Agreement will apply, except that (i) no fees will be due from Customer, (ii) 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, INDEMNIFICATION, OR LIABILITY OF QUZARA, and (iii) additional evaluation terms and conditions may appear on the evaluation registration web page or on the applicable SOW. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. 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. CUSTOMER DATA ON QUZARA'S SYSTEMS OR IN QUZARA'S POSSESSION OR CONTROL, REPORTS, AND ANY CUSTOMIZATIONS MADE TO THE PRODUCTS BY OR FOR CUSTOMER'S BENEFIT DURING THE TRIAL PERIOD MAY BE PERMANENTLY LOST OR DELETED AT THE END OF THE TRIAL PERIOD.

#### **5. 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. Notwithstanding the foregoing, Customer acknowledges that if any payments owed by Reseller to Quzara for the Products and Services, with respect to Customer, are thirty (30) or more days overdue, Quzara may, without limiting its other rights and remedies, suspend the Products and Services after using commercially reasonable efforts to notify Customer of such overdue payment obligations. 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 Products or Services.

#### **6. 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.

#### **7. Services Fees**

Quzara's fees for the Services shall be set forth on each Service Order (or SOW). If no period is specified in a Service Order or SOW, quoted fees will be valid for fourteen (14) days. Notwithstanding the foregoing, quoted

fees will be subject to increase in the event of an increase in Quzara's costs or other circumstances beyond Quzara's reasonable control. Except as otherwise specified herein or in a Service Order, payment obligations are non-cancelable and fees paid are non-refundable. Customer is responsible for any payments owed but not paid by any of its Affiliates ordering Products or Services hereunder. 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.

## **8. Change Control**

Customer may propose Changes to the Services provided under a Service Order (or SOW). The Change request form may 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. Changes to Services purchased through a Reseller shall be accomplished in accordance with the agreement between the Customer and the Reseller.

## **9. 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.

## **10. 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 (1.9), 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 any past due payment is received.

## **11. 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. Quzara offers no warranties on Third Party Products.

## **12. Warranties**

Customer represents and warrants that (i) it owns, or is a licensee of, having the right to sublicense, the Customer Data and that Customer has the right to grant Quzara the rights that Customer purports to grant in this Agreement; (ii) Quzara's possession or use of the Customer Data does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; (iii) the Customer Data shall be free from viruses, trojan horses, or other similar elements which could harm the systems or software used by Quzara to provide the Products; (iv) it will not use, nor will it allow any third parties under its control to use, the Products or Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Products or Services could lead to death, personal injury, or environmental damage and (v) 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 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. Quzara shall not be responsible for any breach of the foregoing warranty resulting from Customer's abuse or misuse of the Product or Services or failure to use the Product or Services as described in this Agreement or any documentation, including failure to use the Product and Services in accordance with its operational requirements. This Section 11 states all remedies for warranty claims. 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.

EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION 11 OR ANY EXPRESS WARRANTIES PROVIDED IN TERMS AND CONDITIONS ACCOMPANYING A PRODUCT OR SERVICE: (i) THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND (ii) QUZARA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. QUZARA DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY QUZARA OR QUZARA'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN.

THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT QUZARA AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (i) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (ii) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB-SITES, COMPUTERS, OR NETWORKS. QUZARA WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

### **13. Confidentiality**

"Confidential Information" means all information or material provided by one party hereunder (the "Disclosing Party") to the other party (the "Receiving Party") which (i) gives a party some competitive business advantage, gives a party the opportunity of obtaining some competitive business advantage, or the disclosure of which could be detrimental to the interests of a party; and (ii) is either (a) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (b) known by the parties to be considered confidential and proprietary, or (c) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The documentation, Products and Services are deemed the Confidential Information of Quzara.

Confidential Information does not include information that: (i) is or becomes publicly available other than as a result of a breach by the Receiving Party of this Agreement; (ii) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (iii) was acquired by the

Receiving Party from a third party which was not in breach of any obligation of confidentiality; or (iv) was independently developed by the Receiving Party hereto without reference to Confidential Information of the Disclosing Party. In the event that the Receiving Party is required to disclose Confidential Information pursuant to a subpoena or other similar order of any court or government agency, the Receiving Party shall promptly inform the other Disclosing Party in writing and provide a copy thereof (unless notice is precluded by the applicable process), shall only disclose that Confidential Information necessary to comply with such subpoena or order, and shall use reasonable efforts to obtain confidential treatment of such information.

**Protection of Confidential Information.** Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to and subsequent uses by the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants are bound to obligations of confidentiality that are at least as restrictive as the Receiving Party's obligations under this Section 9. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party may not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**Return and Destruction of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts or extracts thereof that are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party, and the Receiving Party shall use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts, or extracts thereof in their possession, upon the Disclosing Party's written request. The Receiving Party shall have no obligation to delete or destroy copies that: (i) are contained in an archived computer system backup that was made in accordance with such party's security, e-mail retention, and/or disaster recovery procedures; or (ii) are kept by it for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

Quzara shall not be liable for any breach of this Section (I.12) resulting from a hack or intrusion by a third party not under the control 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.

#### **14. Data Security**

Customer Data is maintained using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality, and integrity of Customer Data. Quzara's security safeguards include means for preventing access, use, modification, or disclosure of Customer Data by unauthorized individuals. Notwithstanding the foregoing, Customer Data access may be provided (i) to Quzara and other personnel to the extent necessary provide Products and Services; (ii) as compelled by law; (iii) as set forth in Quzara's Privacy Policy; or (iv) as expressly permitted by Customer.

#### **15. 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.

## **16. 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 royalty-free 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. Quzara may also use Customer Data in an aggregate, de-identified, and generic manner for marketing, survey, and benchmarking purposes, in the review and development of current and future Products, Product usage, and other similar purposes ("Aggregated Data"). Aggregated Data: (i) is used only for internal administrative purposes and general usage statistics; (ii) does not identify Customer or any individual; and (iii) to the extent such Aggregated Data is disclosed, it is only disclosed in a generic or aggregated manner for the purposes of sharing Product usage, statistical, or benchmarking purposes. Aggregated Data will not be considered Customer Confidential Information.

### **ii. As to Quzara**

This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code). 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, revocable, 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.

## **17. Feedback**

Customer may provide Quzara with suggestions, comments, or other feedback (collectively, "Feedback") with respect to the Products and Services. Feedback is voluntary. Quzara is not obligated to hold it in confidence. Quzara may use Feedback for any purpose without obligation of any kind. To the extent a license is required under any Customer intellectual property rights to make use of the Feedback, Customer grants Quzara an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Quzara's business, including the enhancement of the Products and Services.

## **18. 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.** If Quzara believes in good faith that Customer's ability to make payments may be impaired, or if

Customer fails to pay any invoice when due and does not make such payment within thirty (30) days after receipt of notice from Quzara of such failure, Quzara may, in its sole discretion, either:

- ii. (i) suspend delivery or performance of any Order, or any remaining balance thereof, until such payment is made; or (ii) terminate any Order, or any remaining balance thereof. In either event, Customer shall remain liable to pay for any Products already received, and any Services already performed.
- iii. Either party may terminate the Agreement or a Service Order upon a material breach of the Agreement or Service Order by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach. Any termination of this Agreement pursuant to this Section 13.3.2 shall automatically terminate all Orders hereunder.
- iv. Either party may terminate this Agreement for convenience upon written notice to the other party, subject to Section 18 (i) provided however that all Service Orders existing at the time of such termination of this Agreement shall remain in effect and shall be performed in accordance with and subject to the terms and conditions of this Agreement (all of which shall survive with respect to such Service Orders) until expiration or termination of such Service Orders pursuant to this Agreement or the terms thereof.
- v. Either party may terminate this Agreement and all Orders upon written notice if the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization. Termination shall be effective upon receipt of the written notice.

#### **19. Effect of Termination**

- i. In the event of any termination of the Agreement or a Service Order, Customer shall pay for all Services provided and all Products ordered as of the effective date of termination of the particular Order, as applicable. In addition, if a Service Order specifies a term for which Quzara shall provide Services to Customer (e.g., 36 months), and that Order is terminated by Quzara for cause (including nonpayment) or by Customer without cause, then all future, recurring Service fees associated with the remaining term of such Service Order shall become immediately due and payable, and shall be paid by Customer to Quzara upon the effective date of such termination.
- ii. Upon any termination, Customer's right to use and access the Products and Services shall immediately cease.
- iii. After the effective date of termination of this Agreement, Quzara shall have no obligation to maintain or provide Customer Data to Customer. Quzara may, in its sole discretion, delete or destroy any Customer Data in its possession, unless Quzara has a legal retention obligation. Prior to the expiration or termination, Customer may request, in writing, that Quzara provide Customer with a copy of the Customer Data in its possession and in the form and format as such Customer Data exists of the effective date of such termination.
- iv. The exercise of the right to terminate this Agreement and any Service Order shall be in addition to any other right and remedy provided in this Agreement or existing at law or equity that is not otherwise excluded or limited under this Agreement.

#### **20. Customer Cooperation**

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

- i. Provide safe and hazard-free access to its personnel, facilities, equipment, hardware, network, and information required to deliver the Services.
- ii. Provide reasonable assistance to Quzara for performance under this Exhibit, including helping troubleshoot 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 Services.
- iii. 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.
- iv. Provide the necessary technical, license, and service information required for implementation prior to the commencement of MDR Services.

- v. Develop a network map detailing relevant aspects of Customer's network architecture and delivering it to the Quzara team for their reference when troubleshooting.
- vi. 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.
- vii. Provide Quzara specific names of support personnel for Incident Response or Managed Services support.
- viii. Maintain current maintenance and technical support contracts with Customer's software and hardware vendors for any device affected by this Exhibit.
- ix. 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.
- x. 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'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.

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 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.

## **21. Limitation of Liability**

NEITHER QUZARA NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF QUZARA AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS

AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE PRODUCT OR SERVICE AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. THE ABOVE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR TO THE PAYMENT OF FEES DUE

UNDER A SERVICE ORDER. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Quzara's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract, or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose. Neither party will bring any claim based on any Products or Services provided hereunder more than two (2) years after the cause of action accrues.

## 22. 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>90 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.

**23. 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.

**24. 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.

## **25. Software**

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.

## **26. Out of Scope Services**

Customer understands that any cybersecurity event detected during Quzara's 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 statement of work.

## **27. 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).

## **28. 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 United States patent, copyright, or trade secret rights ("Indemnified Claims"). The foregoing indemnification obligation of Quzara is contingent upon Customer promptly notifying Quzara in writing of such claim (provided the failure or delay in doing so shall not relieve Quzara from any obligations to indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Quzara sole authority to control the defense or settlement of such claim, and providing Quzara reasonable assistance (at Quzara's

sole expense) in connection therewith. In addition to its responsibility for the indemnification of Damage set forth above, if an Indemnified Claim under this Section (I.21) 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); (III) a breach by Customer of this Agreement, including use of the Products or Services in excess of the rights granted in this Agreement, or any breach by Customer of any applicable law; (IV) any specifications or other intellectual property provided by Customer; or (V) Customer's failure to comply with Quzara's direction to cease any activity that in Quzara's reasonable judgment may result in such a claim (collectively, the "Excluded Claims").

- 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, (f) Customer's breach of this Agreement, or (g) the Excluded Claims.
- 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.22(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.

## 29. 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.** Except for Customer's payment obligations, 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  
10095 Spartans Hollow Court Great Falls, VA 22066  
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 choose 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. **No Solicitation of Employees.** Each party agrees that during the term of this Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it will not solicit, without the other party's prior written consent, any person employed then by the other party if such person became known to the soliciting party through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which one party seeks to find candidates for open positions (absent direct solicitation and/or recruitment).
- x. **Audit Rights.** Quzara may audit Customer's compliance with the terms of this Agreement. Upon reasonable notice, Quzara (or an agent of Quzara) may conduct an audit during normal business hours (with the auditor's costs being at Quzara's expense). If an audit reveals underpayments, then Customer will pay to Quzara such underpayments. If underpayments discovered exceed five (5) percent of the Service Order price Customer will reimburse Quzara for the audit costs.
- xi. **Entire Agreement; Amendments; Severability; Section Headings; Survival; Waiver.** 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 that are intended to survive the termination of this Agreement, without limitation those regarding indemnification, warranty, liability, and limits thereon, and confidentiality and/or protections of proprietary rights and trade secrets The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

## 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.

### 30. 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.

### **31. 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.

### **32. 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.

### **33. Quzara Obligations**

- xii.** 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.
- xiii.** 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.
- xiv.** 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.
- xv.** 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).
- xvi.** 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.

- xvii.** 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.
- xviii.** 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
- xix.** 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.

#### **34. 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.

#### **35. 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.

#### **36. 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.

**37. 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.

## **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.

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

**Quzara LLC**

**Joliet Junior College**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_