END USER LICENSE AGREEMENT

Tellaro Security Operations Platform — On-Prem

Version 1.3

H&A Security Solutions, LLC d/b/a Tellaro — 12178 N 1450th Street, Effingham, Illinois 62401

END USER LICENSE AGREEMENT — ON-PREM

This End User License Agreement (this "Agreement") is entered into between H&A Security Solutions, LLC d/b/a Tellaro, an Illinois limited liability company with offices at 12178 N 1450th Street, Effingham, Illinois 62401 ("Tellaro"), and the customer identified on the applicable Order Form ("Customer"). This Agreement governs Customer's installation and use of the Tellaro Security Operations Platform on Customer's own infrastructure (the "Software"), as well as any optional Add-Ons identified on an Order Form. By signing an Order Form that references this Agreement, or by installing or using the Software, Customer agrees to be bound by this Agreement.

1. DEFINITIONS

"Add-On" means an optional service or feature available in addition to the base license, including but not limited to 24/7 Managed Security Operations Center (MSOC), Vulnerability Scanning, and SentinelOne Singularity Complete licensing (with Tellaro console administration and support; no SOC monitoring). Add-Ons may require Tellaro to access Customer's environment under the Remote Access Addendum.

"Authorized User" means an employee or contractor of Customer authorized by Customer to access and use the Software on Customer's behalf. The base license does not impose a numeric cap on Authorized Users; Customer is responsible for ensuring all Authorized Users comply with this Agreement and the AUP.

"Customer Environment" means the systems, networks, hardware, and infrastructure operated by or on behalf of Customer in which the Software is installed and run.

"Device" means a Workstation or Server monitored by the Software, whether through the Tellaro agent or another supported data source.

"Documentation" means Tellaro's then-current technical and user documentation made available to Customer for the Software.

"Confidential Information" means non-public information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally, in writing, or by inspection, that is marked or identified as confidential or that a reasonable person would understand to be confidential under the circumstances. The Software, Documentation, license keys, detection content, and pricing are Tellaro's Confidential Information.

“Customer Data” means all telemetry, log, alert, configuration, and other data ingested, stored, or generated by the Software in the Customer Environment, or provided to Tellaro by or on behalf of Customer in connection with M&S or an Add-On.

“Effective Date” means the date the first Order Form referencing this Agreement is signed by both parties.

“License Term” means the period during which Customer is licensed to install and use the Software, as set forth on the applicable Order Form.

“M&S” means Maintenance and Support services provided under the Maintenance & Support Agreement (Exhibit M).

“Order Form” means an ordering document signed by both parties identifying the Software, Ordered Counts, License Term, M&S tier, Add-Ons, and other deal-specific terms.

“Ordered Counts” means the Workstation and Server counts stated on an Order Form, as adjusted under Section 6.

“Server” means a physical or virtual machine running a server operating system or providing services to other systems, including domain controllers.

“Software” means the Tellaro Security Operations Platform software made available to Customer under this Agreement, including in object-code form, installed in the Customer Environment, plus any Updates provided under M&S.

“System Requirements” means the System Requirements / Reference Architecture exhibit (Exhibit S).

“Workstation” means a desktop, laptop, or virtual desktop used by an individual.

2. LICENSE

2.1 License Grant.

Subject to Customer’s compliance with this Agreement and payment of applicable fees, Tellaro grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide right during the License Term to install and use the Software in the Customer Environment, solely for Customer’s internal business purposes and only to monitor Devices within the Ordered Counts. Customer may make a reasonable number of copies for backup and disaster-recovery purposes.

2.2 No Perpetual License.

The license granted is for the License Term only. Customer has no right to use the Software after expiration or termination of the License Term, except as set forth in Section 10 (Effect of Termination).

2.3 License Keys.

The Software requires a valid license key issued by Tellaro to operate. Tellaro will issue a license key matching the Ordered Counts and License Term on the Order Form. License keys are time-limited and may be deactivated upon expiration, termination, or material non-payment.

2.4 Restrictions.

Customer will not, and will not permit any third party to:

- (a) reverse engineer, decompile, disassemble, or attempt to derive the source code, models, detection rules, or underlying algorithms of the Software, except to the extent permitted by law;
- (b) modify, copy, or create derivative works of the Software or Documentation;
- (c) rent, lease, lend, sell, sublicense, assign, time-share, or transfer the Software to any third party, or use the Software to provide a service to any third party (other than Authorized Users of Customer, and except for a managed service provider's use for its clients as expressly permitted under Schedule B of a Tellaro Partner Agreement);
- (d) use the Software to monitor more Devices than the Ordered Counts, except as provided in Section 6;
- (e) remove or obscure any proprietary notices, license keys, or identifiers in the Software;
- (f) use the Software to develop or train any product or service that competes with the Software;
- (g) access the Software for benchmarking or competitive analysis without Tellaro's prior written consent;
- (h) introduce malicious code, infringing content, or unlawful content into the Software;
- (i) circumvent license keys, Device limits, or other technical controls; or

- (j) violate the use restrictions in Exhibit B (Acceptable Use Policy), which apply to use of the Software.

2.5 Authorized Users.

Customer is responsible for the acts and omissions of its Authorized Users and for ensuring that each Authorized User complies with this Agreement. Customer will not share access credentials and will promptly disable credentials of personnel who no longer require access.

2.6 Reservation of Rights.

Tellaro and its licensors retain all right, title, and interest in and to the Software and Documentation, and all intellectual property rights therein. Customer is granted only the limited license expressly stated in Section 2.1; no other rights are granted by implication, estoppel, or otherwise.

3. ADD-ONS AND REMOTE ACCESS

If Customer purchases Add-Ons that require Tellaro to access the Customer Environment (e.g., Premium Maintenance and Support, Managed Vulnerability Scanning), the parties will execute the Remote Access Addendum (Exhibit R), which governs the manner of access, credentials, and Tellaro's permitted activities. SentinelOne Singularity Complete licensing is subject to the SentinelOne Third-Party Terms (Exhibit F).

4. MAINTENANCE AND SUPPORT

Standard M&S is included with the license for the License Term. Premium M&S, under which Tellaro maintains the hosts that run the Software, is optional and is purchased on the Order Form. Customer receives the entitlements set forth in the Maintenance & Support Agreement (Exhibit M) for the duration of the License Term.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer Environment.

Customer is responsible for procuring, configuring, securing, and maintaining the Customer Environment. Customer will ensure the Customer Environment meets the System Requirements; out-of-spec deployments may not function properly and are not supported under M&S. Tellaro is not responsible for issues caused by the Customer Environment, including hardware failures, network outages, OS patching, third-party software, or Customer-side configuration choices.

5.2 Backups.

Customer is solely responsible for backups of data and configurations within the Customer Environment, including any data managed by the Software.

5.3 Customer Data.

All telemetry, log, alert, configuration, and other data ingested or generated by the Software remains within the Customer Environment unless Customer purchases an Add-On that requires Tellaro to access such data. Customer is responsible for the accuracy, quality, and legality of such data and for obtaining all consents required to collect and process it.

6. AUDIT

Tellaro may audit Customer's use of the Software not more than once in any twelve-month period (and more often if Tellaro reasonably suspects non-compliance). Audits will be conducted with at least fifteen (15) days' advance written notice, during business hours, in a manner that does not unreasonably interfere with Customer's operations. If an audit shows that an actual Workstation or Server count exceeds the corresponding Ordered Count by more than ten percent (10%), Tellaro may invoice all Devices above the Ordered Count at the per-unit rates on the Order Form, beginning with the first billing period after Tellaro's written notice and continuing for the remainder of the License Term. Those Devices are not billed for any period before that notice and are added to the Ordered Counts. Customer will also pay reasonable audit costs in that case. Tellaro may also rely on Device counts reported through Telemetry, which, absent manifest error, are conclusive for purposes of this Section 6. Ordered Counts for each renewal term will be no less than the actual counts shown by the most recent audit or Telemetry report.

7. FEES AND PAYMENT

Customer will pay the fees set forth on each Order Form. Fees include the license fee for the License Term, Premium M&S fees (if applicable), and Add-On fees. Each License Term is one (1) year or three (3) years, as stated on the Order Form. Tellaro will invoice Customer monthly or annually in advance, as stated on the Order Form; the billing cadence does not change the fees. Invoices are due net thirty (30) days from the invoice date. Late amounts accrue interest at the lesser of 1.5% per month or the maximum permitted by law. Customer is responsible for sales, use, value-added, and similar taxes (except taxes based on Tellaro's net income). Fees paid are non-refundable; amounts owed are non-cancellable for the License Term. Ordered Counts

may not be reduced during a License Term; Customer may reduce them effective at renewal by written notice given within the non-renewal notice period in Section 8.2.

8. TERM AND RENEWAL

8.1 Term.

This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated. The License Term for each Order Form is set forth on that Order Form.

8.2 Renewal.

Each Order Form will automatically renew **for successive one (1) year periods** unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term. Tellaro may increase fees on renewal upon at least sixty (60) days' written notice, by no more than five percent (5%) over the fees in effect for the expiring term, except that increases in third-party license fees (including SentinelOne licensing) passed through to Customer at Tellaro's cost are not subject to this cap. Fees for a three (3) year License Term are fixed for that term.

9. TERMINATION

9.1 For Cause.

Either party may terminate this Agreement or any Order Form for material breach by the other party that remains uncured thirty (30) days after written notice. Tellaro may terminate immediately for Customer's breach of Section 2.4 (Restrictions) or for non-payment that remains uncured ten (10) days after written notice.

9.2 No Termination for Convenience.

License Terms are not cancellable for convenience. If Customer terminates without cause, or if Tellaro terminates for Customer's breach under Section 9.1, all unpaid fees for the remainder of the then-current License Term become immediately due and payable.

10. EFFECT OF TERMINATION

Upon expiration or termination of an Order Form: (a) Customer's license to use the Software covered by that Order Form ends; (b) Customer will, within thirty (30) days, uninstall the Software from the Customer Environment and destroy or, at Tellaro's request, return all copies of the Software and Documentation; (c) Customer will provide written certification of uninstallation and destruction upon Tellaro's request; and (d)

license keys will be deactivated. Sections 1, 2.4, 2.6, 6 (with respect to amounts then owed), 7 (for amounts then due), 11, 12, 13, 14, 15, 16, 17, 18, and 19 survive.

11. CONFIDENTIALITY

Each party will protect the other's Confidential Information using at least the same degree of care it uses to protect its own Confidential Information of like importance, but in no event less than a reasonable degree of care, and will use such Confidential Information only as necessary to perform under or exercise rights granted by this Agreement. Standard exclusions (public domain, prior knowledge, third-party receipt, independent development, compelled disclosure) apply.

12. DATA AND SECURITY

12.1 Customer-Hosted Data.

Customer Data resides in the Customer Environment. Tellaro does not access Customer Data unless Customer purchases an Add-On that requires such access (in which case the Remote Access Addendum applies).

12.2 Telemetry.

The Software may transmit limited operational telemetry to Tellaro to support license validation, error reporting, and product improvement (the "Telemetry"). Telemetry consists of license-key status, Device counts, version, performance metrics, and error logs. Tellaro designs Telemetry to exclude Customer Data; to the extent error logs incidentally contain Customer Data or personal data, Tellaro will process it only to support and improve the Software and will protect it as Customer's Confidential Information. Tellaro uses Telemetry to deliver and improve the Software.

12.3 Vulnerability Disclosure.

Tellaro maintains a coordinated vulnerability disclosure process. If Tellaro becomes aware of a material security vulnerability in the Software, Tellaro will notify Customer and provide remediation or mitigation guidance, including any necessary patch or version update.

12.4 Customer-Hosted Security.

Customer is responsible for the security of the Customer Environment, including access to the Software, the hosts on which it runs, and the data it stores. Except to the extent caused by Tellaro's breach of this Agreement, Tellaro is not responsible for any unauthorized access to or loss of data in the Customer Environment.

12.5 Security Limitations.

CUSTOMER ACKNOWLEDGES THAT NO SECURITY PRODUCT OR SERVICE CAN DETECT OR PREVENT ALL THREATS, INTRUSIONS, OR LOSSES. TELLARO DOES NOT GUARANTEE THAT THE SOFTWARE WILL IDENTIFY, PREVENT, OR CONTAIN ANY PARTICULAR THREAT OR SECURITY INCIDENT, AND TELLARO IS NOT AN INSURER OF CUSTOMER'S SYSTEMS OR DATA. TELLARO WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THE ACTS OF A THIRD-PARTY THREAT ACTOR (INCLUDING RANSOMWARE, DATA THEFT, BUSINESS EMAIL COMPROMISE, OR FRAUD) EXCEPT TO THE EXTENT DIRECTLY CAUSED BY TELLARO'S BREACH OF THIS AGREEMENT, AND THEN ONLY SUBJECT TO SECTION 15.

13. WARRANTIES AND DISCLAIMERS

13.1 Mutual.

Each party represents and warrants that it has authority to enter into this Agreement and that performance will not violate any other obligation.

13.2 Software Warranty.

Tellaro warrants that the Software, as delivered, will operate materially in accordance with the Documentation for ninety (90) days after delivery, after which Tellaro's obligation to correct defects is provided through M&S. Customer's exclusive remedy and Tellaro's sole liability for breach of this warranty is for Tellaro to use commercially reasonable efforts to correct the non-conformity, and if Tellaro is unable to do so, to refund the prepaid fees for the remaining License Term of the affected Order Form.

13.3 Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS." TELLARO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TELLARO DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL THREATS WILL BE DETECTED, OR THAT ALL ALERTS ARE ACCURATE. TELLARO DOES NOT WARRANT CUSTOMER-SIDE INFRASTRUCTURE, NETWORK CONNECTIVITY, THIRD-PARTY SOFTWARE, OR ANY ASPECT OF THE CUSTOMER ENVIRONMENT OUTSIDE OF THE SOFTWARE ITSELF.

14. INDEMNIFICATION

14.1 Tellaro IP Indemnity.

Tellaro will defend Customer against any third-party claim alleging that the Software, as provided by Tellaro and used in accordance with this Agreement, infringes a U.S. patent, copyright, or trademark, and will pay any final award or settlement agreed by Tellaro. Tellaro's obligations do not apply to claims arising from: (a) modification of the Software by anyone other than Tellaro; (b) use of the Software in combination with anything not supplied or authorized by Tellaro; (c) Customer's use in breach of this Agreement; (d) Customer Data; or (e) third-party products, including SentinelOne software and open-source components, for which Tellaro will pass through the benefit of any indemnity it receives from the applicable vendor, to the extent permitted. If the Software is or is likely to become subject to such a claim, Tellaro may, at its option, procure the right for Customer to continue use, replace or modify the Software so it is non-infringing, or terminate the affected Order Form and refund prepaid fees for the remaining License Term. This Section states Tellaro's entire liability and Customer's exclusive remedy for IP infringement claims.

14.2 Customer Indemnity.

Customer will defend Tellaro against any third-party claim arising out of: (a) Customer's use of the Software in breach of Section 2.4; (b) Customer's violation of applicable law, including laws governing the monitoring of employees and other users, in its use of the Software; or (c) Customer Data, including allegations that Customer Data infringes the rights of, or has caused harm to, a third party.

14.3 Procedure.

Indemnification procedures track those in the Master Subscription Agreement, applied mutatis mutandis: prompt notice, sole control of defense, no settlement requiring admission of liability or imposing obligations on the indemnified party without consent, reasonable cooperation.

15. LIMITATION OF LIABILITY

15.1 Exclusion of Damages.

EXCEPT FOR AMOUNTS OWED UNDER SECTION 14 (INDEMNIFICATION) AND CUSTOMER'S BREACH OF SECTION 2.4 (RESTRICTIONS), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, BUSINESS, OR DATA, EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

15.2 Cap.

EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO TELLARO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.2A Data Protection Super-Cap.

NOTWITHSTANDING SECTION 15.2, TELLARO'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO BREACHES OF SECTION 11 (CONFIDENTIALITY), SECTION 12 (DATA AND SECURITY), THE DATA PROCESSING ADDENDUM, OR THE BUSINESS ASSOCIATE AGREEMENT (COLLECTIVELY, "DATA PROTECTION CLAIMS") WILL NOT EXCEED TWO TIMES (2X) THE FEES PAID OR PAYABLE BY CUSTOMER TO TELLARO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR, IF GREATER, ONE MILLION U.S. DOLLARS ($1,000,000) (THE "SUPER-CAP"). DATA PROTECTION CLAIMS ARE SUBJECT TO THE SUPER-CAP INSTEAD OF THE CAP IN SECTION 15.2, AMOUNTS PAID FOR ANY CLAIM COUNT TOWARD BOTH CAPS, AND IN NO EVENT WILL TELLARO'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE SUPER-CAP. SECTION 15.1 APPLIES TO DATA PROTECTION CLAIMS.

15.3 Exceptions.

The limitations in Sections 15.1 and 15.2 do not apply to: (a) Customer's obligations to pay fees when due; (b) either party's indemnification obligations under Section 14; (c) breaches of Section 2.4 (Restrictions); or (d) liabilities that cannot be limited under applicable law.

16. FORCE MAJEURE

Neither party will be liable for any delay or failure to perform (other than payment obligations) caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental action, public-health emergencies, or failures of internet, telecommunications, or third-party hosting infrastructure.

17. COMPLIANCE WITH LAWS

Each party will comply with all laws applicable to its performance under this Agreement, including export control, sanctions, anti-corruption, and data protection laws. The Software contains technology that may be subject to U.S. export control laws; Customer will not export, re-export, or transfer the Software to any embargoed country or restricted person.

18. NOTICES

Notices must be in writing and will be deemed delivered: (a) when received if delivered personally; (b) one business day after deposit with a recognized overnight courier; (c) three business days after deposit with the U.S. Postal Service, certified mail, return receipt requested; or (d) when sent by email with confirmation of receipt to the addresses on the Order Form. Notices to Tellaro must also be sent to legal@tellaro.io.

19. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Illinois, without regard to its conflict-of-laws principles. The exclusive venue for any dispute is the state and federal courts located in Effingham County, Illinois, and the parties consent to personal jurisdiction there. To the extent permitted by law, each party waives its right to a jury trial.

20. MISCELLANEOUS

The parties are independent contractors. This Agreement confers no rights on third parties, except as expressly stated (e.g., SentinelOne under Exhibit F). If any provision is held unenforceable, the remaining provisions continue in effect, and the unenforceable provision will be modified to the minimum extent necessary. A failure to enforce any right is not a waiver. Neither party may assign this Agreement without the other party's prior written consent, except to an Affiliate or in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets, with notice to the other party; if Customer assigns this Agreement to a competitor of Tellaro, Tellaro may terminate this Agreement on written notice. This Agreement and any Order Form may be executed in counterparts and by electronic signature. This Agreement, with its Order Forms, exhibits, and addenda, is the parties' entire agreement on its subject matter, and pre-printed terms on Customer purchase orders have no effect. Order of precedence: (1) any Public Sector Addendum or Student Data Privacy Addendum executed by both parties, (2) the Order Form, but only as to commercial terms and as to any provision of this Agreement it expressly identifies by section

number as modified, (3) executed addenda (DPA, Remote Access, BAA, SentinelOne Third-Party Terms), (4) M&S Agreement, (5) System Requirements, (6) Acceptable Use Policy, (7) this Agreement, (8) Service Descriptions.

U.S. Government End Users. The Software and Documentation are "commercial computer software" and "commercial computer software documentation" as defined in FAR 2.101 and DFARS 252.227-7014. Consistent with FAR 12.212 and DFARS 227.7202, government end users acquire only the rights set forth in this Agreement.

Third-Party and Open-Source Components. The Software includes third-party and open-source components identified in the Documentation or a notice file, which are licensed under their own terms to the extent those terms require. Nothing in this Agreement limits Customer's rights under those open-source licenses.

Non-Solicitation; Limitation on Actions. During the term of this Agreement and for twelve (12) months afterward, Customer will not solicit for employment any Tellaro employee or contractor who performed services for Customer, except through general solicitations not targeted at Tellaro personnel. No action arising out of or relating to this Agreement, other than an action for non-payment or for breach of Section 2.4, may be brought more than one (1) year after the cause of action accrues.

21. EXHIBITS

The following exhibits are incorporated into this Agreement by reference:

- Exhibit B — Acceptable Use Policy

Exhibit C — Data Processing Addendum (when Tellaro processes Customer personal data in providing M&S, Tellaro VMS, or another Add-On)

- Exhibit D — Business Associate Agreement (when applicable)
- Exhibit E — Service Descriptions
- Exhibit F — SentinelOne Third-Party Terms (when SentinelOne licensing is on the Order Form)
- Exhibit M — Maintenance & Support Agreement
- Exhibit R — Remote Access Addendum (when Tellaro accesses the Customer Environment)
- Exhibit S — System Requirements / Reference Architecture

SIGNATURE

The parties have executed this Agreement as of the date last signed below.

H&A Security Solutions, LLC d/b/a Tellaro	Customer
Legal name: H&A Security Solutions, LLC d/b/a Tellaro	Legal name: [CUSTOMER LEGAL NAME]
Signature: _____	Signature: _____
Printed name: _____	Printed name: _____
Title: _____	Title: _____
Date: _____	Date: _____