MASTER SUBSCRIPTION AGREEMENT

Tellaro Security Operations Platform — SaaS

Version 1.3

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

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement") is entered into by and 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 is effective as of the date the first Order Form is signed by both parties (the "Effective Date"). Tellaro and Customer are referred to individually as a "party" and collectively as the "parties."

This Agreement governs Customer's subscription to and use of the Tellaro Security Operations Platform (the "Service") and any optional add-ons identified on an Order Form. By signing an Order Form that references this Agreement, or by accessing or using the Service, Customer agrees to be bound by this Agreement.

1. DEFINITIONS

"Add-On" means an optional service or feature available in addition to the base subscription, including but not limited to threat hunting, phishing triage, Tellaro VMS, and SentinelOne Singularity Complete licensing.

"Affiliate" means with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party.

"Agreement" means this Master Subscription Agreement together with all Order Forms, exhibits, addenda, and policies referenced herein.

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

"AUP" means the Tellaro Acceptable Use Policy attached as Exhibit B and as updated by Tellaro from time to time.

"Confidential Information" means non-public information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), whether disclosed 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.

"Customer Data" means all telemetry, log, alert, configuration, and other data submitted to or generated within the Service by or on behalf of Customer.

“Device” means a Workstation or Server from which the Service collects telemetry or logs, 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 Service.

“EDR Provider” means the endpoint detection and response product identified on the Order Form for a Managed Plan: SentinelOne Singularity Complete licensed through Tellaro, or a Customer-Provided EDR as described in the Service Descriptions (Exhibit E).

“Managed Plan” means the Identity, Protect, Defend, or Command Plan.

“Order Form” means an ordering document signed by both parties (or accepted by Customer through a Tellaro online ordering process) that identifies the Service, Plan, Add-Ons, Ordered Counts, fees, term, and other deal-specific terms.

“Ordered Counts” means the Seat, Workstation, Server, and domain-controller counts stated on an Order Form, as adjusted under Section 4.4.

“Plan” means the service package identified on an Order Form (Platform, Identity, Protect, Defend, or Command), as described in the Service Descriptions (Exhibit E).

“Seat” means the billing unit for a Managed Plan, counted as follows: (a) for the Protect and Defend Plans, the greater of the number of Staff Users or the number of Devices; (b) for the Command Plan, the greater of the number of Staff Users or the number of Workstations, with Servers counted and billed separately; and (c) for the Identity Plan, the number of Staff Users, with domain controllers counted and billed separately.

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

“Service” means the Tellaro Security Operations Platform, the Plan (including, for a Managed Plan, the MSOC services), and any Add-Ons and standalone services identified on an applicable Order Form, each as described in the Service Descriptions (Exhibit E).

“Staff User” means an employee or contractor of Customer with an active, individually assigned account in Customer’s identity directory. Staff Users do not include students, service accounts, shared or resource mailboxes, or kiosk and shared-device accounts. Staff Users are counted for billing only and are distinct from Authorized Users.

"Student" means an individual enrolled at a Customer educational institution who is not a Staff User. Students are not counted as Staff Users or Seats. Student accounts are monitored only as stated on the Order Form.

"Subscription Term" means the period during which Customer is authorized to access and use the Service, as set forth on the applicable Order Form.

"Sub-Processor" means a third party engaged by Tellaro to process Customer Data in connection with the Service, as described in the Data Processing Addendum.

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

2. SUBSCRIPTION AND LICENSE GRANT

2.1 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 Subscription Term to access and use the Service and Documentation solely for Customer's internal business purposes.

2.2 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.

2.3 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, or underlying algorithms of the Service, except to the extent permitted by law;
- (b) modify, copy, or create derivative works of the Service or Documentation;
- (c) rent, lease, lend, sell, sublicense, assign, or otherwise transfer the Service to any third party;
- (d) use the Service to develop or train any product or service that competes with the Service;
- (e) access the Service for benchmarking or competitive analysis without Tellaro's prior written consent;

- (f) introduce malicious code, infringing content, or unlawful content into the Service;
- (g) interfere with or disrupt the integrity, performance, or security of the Service; or
- (h) violate the AUP.

2.4 Add-Ons.

Add-Ons selected on an Order Form are subject to this Agreement and to any service-specific terms or third-party flow-down terms identified in the applicable exhibit or addendum (including, where SentinelOne is the EDR Provider on the Order Form or SentinelOne licensing is purchased as a standalone service, the SentinelOne Third-Party Terms attached as Exhibit F).

2.5 Reservation of Rights.

Tellaro reserves all rights in the Service not expressly granted to Customer. No rights are granted by implication, estoppel, or otherwise.

3. CUSTOMER RESPONSIBILITIES

3.1 Customer Systems.

Customer is responsible for procuring, maintaining, and securing the systems, networks, and devices Customer uses to access the Service, including the assets from which Customer Data is collected. Tellaro is not responsible for issues caused by Customer-side systems or by Customer's configuration choices.

3.2 Customer Data.

Customer is responsible for the accuracy, quality, and legality of Customer Data, for obtaining all consents and authorizations required to submit Customer Data to the Service, and for the means by which Customer Data is collected from Customer systems.

3.3 Cooperation.

Customer will reasonably cooperate with Tellaro in connection with onboarding, support, and the delivery of any Add-On services, including providing necessary credentials, access, and information on a timely basis.

3.4 Monitoring Authority.

Customer represents and warrants that it has, and will maintain throughout the Subscription Term, all rights, authority, notices, and consents (including any required under the Electronic Communications Privacy Act, state wiretap and electronic-monitoring laws, education privacy laws, and employment and labor laws) necessary for Tellaro to collect, monitor, and process Customer Data from the systems, accounts, networks, and users within the scope of the Service, including any notices to and consents from Customer's employees, contractors, students, and other users.

3.5 Authorization for Scanning and Response Actions.

Customer represents and warrants that it owns, or has written authorization to permit Tellaro to scan, test, monitor, and take response actions on, every asset, IP address, domain, account, and system Customer identifies as in scope. Customer authorizes Tellaro to take the response actions pre-authorized in the escalation and containment procedure agreed during onboarding (as Customer updates it in writing), and acknowledges that response actions (including isolating hosts, disabling accounts, revoking sessions, and removing email messages) and vulnerability scans may disrupt Customer's operations. Tellaro will have no liability for any disruption, loss of productivity, or other consequence of (a) a response action taken in good faith in accordance with that procedure or Customer's instructions, (b) Customer's decision not to authorize, or to delay, a recommended action, or (c) a vulnerability scan performed within the scope and schedule agreed with Customer. Customer is responsible for excluding from scope any asset (such as operational technology, medical devices, or fragile legacy systems) that may be adversely affected by scanning or response actions.

3.6 Customer Security Program.

The Service is one component of Customer's security program. Customer remains responsible for its overall security program, including patching and remediation of vulnerabilities, backups, user awareness, incident-response decisions, regulatory and breach-notification determinations, and implementing the recommendations Tellaro provides.

4. FEES AND PAYMENT

4.1 Fees.

Customer will pay the fees set forth on each Order Form. Fees are based on the Plan, the Ordered Counts, and the Add-Ons identified on the Order Form. Unless otherwise stated, fees are quoted in U.S. dollars and are exclusive of taxes.

4.2 Billing.

Each Subscription 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. Unless otherwise stated on the Order Form, invoices are due net thirty (30) days from the invoice date.

4.3 Late Payment.

Amounts not paid when due will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Tellaro may suspend the Service if any undisputed invoice is more than thirty (30) days past due, after providing Customer with at least ten (10) days' written notice.

Customer must notify Tellaro in writing of any good-faith dispute of an invoice within fifteen (15) days after the invoice date, identifying the disputed amount and the basis for the dispute, and must pay all undisputed amounts when due. Invoices not disputed within that period are deemed accepted. Customer will reimburse Tellaro's reasonable costs of collection, including reasonable attorneys' fees, for amounts more than sixty (60) days past due.

4.4 Ordered Counts, Minimum, and True-Up.

(a) Minimum. Each Order Form is subject to a minimum of one hundred (100) Seats for a Managed Plan, or one hundred (100) Devices for the Platform Plan. The minimum and any volume pricing apply per Customer organization; counts of separate organizations may not be combined unless the Order Form states otherwise.

(b) Count Reviews. Tellaro may review Customer's actual counts once in any twelve-month period, at renewal, and at any other time on reasonable evidence that actual counts exceed the Ordered Counts. Tellaro may rely on Service telemetry (such as agent and data-source counts) and may request a directory export or other reasonable record of Staff Users, which Customer will provide within fifteen (15) days of the request. Absent manifest error, counts shown by Service telemetry are conclusive for purposes of this Section 4.4.

(c) True-Up. If a review shows that an actual count exceeds the corresponding Ordered Count by more than ten percent (10%), Tellaro may invoice all units 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 Subscription Term. Additional units are not billed for any period before that notice and are added to the Ordered Counts.

(d) No Mid-Term Reductions. Ordered Counts may not be reduced during a Subscription Term. Customer may reduce Ordered Counts, subject to Section 4.4(a), effective at renewal by written notice given within the non-renewal notice period in Section 5.2.

(e) Ingest. The Order Form may also specify an ingest overage rate applicable to data volumes exceeding the included allowance on SaaS deployments. No ingest allowance or overage applies to Hybrid deployments.

(f) Renewal Counts. Ordered Counts for each renewal term will be the greater of the Ordered Counts for the expiring term (as reduced under Section 4.4(d)) and the actual counts shown by Tellaro's most recent count review.

4.5 Taxes.

Customer is responsible for all sales, use, value-added, and similar taxes assessed on the fees, except for taxes based on Tellaro's net income. Customer will provide Tellaro with a valid tax exemption certificate if applicable.

4.6 No Refunds.

Except for service credits expressly provided under the SLA, fees paid are non-refundable and amounts owed are non-cancellable for the Subscription Term.

5. TERM, RENEWAL, AND TERMINATION

5.1 Term.

This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated. Each Order Form has the Subscription Term set forth on it.

5.2 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 prior to 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 Subscription Term are fixed for that term.

5.3 Termination 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 describing the breach. Tellaro may terminate immediately for Customer's breach of Section 2.3 (Restrictions) or for non-payment that remains uncured ten (10) days after written notice.

5.4 No Termination for Convenience.

Subscription Terms are not cancellable for convenience prior to expiration. If Customer terminates without cause, or if Tellaro terminates for Customer's breach under Section 5.3, all unpaid fees for the remainder of the then-current Subscription Term become immediately due and payable.

5.5 Effect of Termination.

Upon expiration or termination, Customer will cease use of the Service. Tellaro will make Customer Data available for export for thirty (30) days following termination, after which Tellaro may delete Customer Data in accordance with its retention policies. Sections 1, 4 (for amounts then due), 5.4, 5.5, 6, 7, 8, 9, 10, 11, 12, 15, 17, and 18 survive termination.

5.6 Suspension.

Tellaro may suspend Customer's access to all or part of the Service, without liability, (a) as provided in Section 4.3 or the AUP, (b) if reasonably necessary to prevent or respond to a security threat to the Service, Tellaro, or other customers, or (c) if required by law. Tellaro will limit any suspension to the extent and duration reasonably necessary and will restore access promptly once the cause is resolved. Fees continue to accrue during any suspension caused by Customer.

6. CONFIDENTIALITY

6.1 Obligations.

Each Receiving Party will: (a) use Confidential Information of the Disclosing Party solely to perform under or exercise rights granted by this Agreement; (b) protect such 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 (c) limit access to its personnel, advisors, and contractors who

have a need to know and who are bound by confidentiality obligations no less protective than those in this Agreement.

6.2 Exclusions.

Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was known to the Receiving Party without restriction prior to disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

6.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information to the extent required by law or valid legal process, provided that, where legally permitted, it gives the Disclosing Party prompt notice and reasonable cooperation to seek a protective order.

7. DATA, PRIVACY, AND SECURITY

7.1 Customer Data Ownership.

As between the parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Tellaro a non-exclusive, worldwide, royalty-free right to host, store, process, transmit, display, and otherwise use Customer Data solely as necessary to provide and improve the Service and to comply with law. Tellaro will not sell Customer Data.

7.2 Aggregated Data.

Tellaro may use de-identified and aggregated data derived from the Service for Tellaro's internal business purposes, including improving detection content, analytics, and the Service, provided that such data does not identify Customer or any individual.

7.2A Threat Intelligence.

Notwithstanding anything to the contrary in this Agreement or the DPA, Tellaro may use indicators of compromise, malware samples, attacker infrastructure, tactics and techniques, and similar security signals observed in Customer Data ("Threat Indicators") to detect, prevent, and respond to threats for Customer and Tellaro's other customers and to improve detection content, provided that Tellaro does not disclose Customer's identity, or any personal data except to the extent the personal data is itself part of attacker infrastructure (such as a malicious email address or IP address). Threat Indicators are not Customer's Confidential Information.

7.3 Data Processing.

The Tellaro Data Processing Addendum (Exhibit C) governs Tellaro's processing of Customer Data that constitutes personal data and identifies Tellaro's Sub-Processors.

7.4 Information Security.

Tellaro will maintain administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data, including encryption of Customer Data in transit and at rest, access controls, logging, and personnel security. Tellaro will provide its current SOC 2 (or equivalent) report upon Customer's reasonable request, subject to confidentiality.

7.5 U.S. Data Residency.

Tellaro will store and process Customer Data in Tellaro's possession, and will require its Sub-Processors to store Customer Data, in the United States. Tellaro will not transfer Customer Data to any country whose laws would assert ownership over Customer Data on the basis of in-country hosting (including, without limitation, the People's Republic of China). If such transfer occurs in error, Tellaro will promptly notify Customer in writing.

7.6 Security Incident Notification.

Tellaro will notify Customer without undue delay, and in any event within seventy-two (72) hours, of becoming aware of any confirmed unauthorized access to or disclosure of Customer Data in Tellaro's possession or control (a "Security Incident"). Unsuccessful attempts and activity that do not compromise the security of Customer Data (such as pings, port scans, and blocked log-in attempts) are not Security Incidents. Notification of a Security Incident is not an acknowledgment of fault or liability. The notice will describe the nature of the incident, the data affected, and the remediation steps taken or planned. Tellaro will reasonably cooperate with Customer's investigation and reporting obligations.

7.7 Sub-Processors.

Tellaro may engage Sub-Processors to deliver the Service, subject to written obligations no less protective than this Agreement. The current Sub-Processor list is in the DPA. Tellaro will notify Customer of material changes and Customer may object on reasonable security or compliance grounds; if the parties cannot resolve the objection, Customer may terminate the affected Order Form for cause without penalty.

7.8 HIPAA.

If Customer is a Covered Entity or Business Associate under HIPAA and Customer Data may include Protected Health Information, the parties will execute the Business Associate Agreement attached as Exhibit D before such data is transmitted to the Service. Customer will not transmit Protected Health Information to the Service before the Business Associate Agreement is in effect, and Tellaro will have no liability for Protected Health Information transmitted in breach of this sentence.

8. INTELLECTUAL PROPERTY

8.1 Tellaro IP.

Tellaro and its licensors retain all right, title, and interest in and to the Service, the Documentation, all detection content and rules developed by Tellaro, and all improvements thereto, including all intellectual property rights therein. No rights are granted to Customer other than the limited subscription rights in Section 2.

8.2 Feedback.

If Customer provides feedback or suggestions regarding the Service, Tellaro may use that feedback without restriction or obligation to Customer.

8.3 Customer Marks.

Neither party will use the other party's name, logo, or trademarks without prior written consent, except that Tellaro may identify Customer as a customer in customer lists and marketing materials in a manner consistent with Customer's brand guidelines.

9. WARRANTIES AND DISCLAIMERS

9.1 Mutual Warranties.

Each party represents and warrants that it has full power and authority to enter into this Agreement and that its performance will not violate any other agreement to which it is bound.

9.2 Tellaro Warranty.

Tellaro warrants that the Service will perform materially in accordance with the Documentation during the Subscription Term. 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, Customer may terminate the affected Order Form and receive a pro-rata refund of prepaid fees for the remaining Subscription Term.

9.2A Managed Services Warranty.

Tellaro warrants that it will perform the MSOC and other human-delivered services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer's exclusive remedy, and Tellaro's sole liability, for breach of this warranty is re-performance of the non-conforming services, provided Customer notifies Tellaro in writing within thirty (30) days after the non-conforming performance.

9.3 No Other Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." 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 SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL THREATS WILL BE DETECTED, OR THAT ALL ALERTS ARE ACCURATE.

9.5 Security Services Limitations.

CUSTOMER ACKNOWLEDGES THAT NO SECURITY PRODUCT OR SERVICE CAN DETECT OR PREVENT ALL THREATS, INTRUSIONS, OR LOSSES. TELLARO DOES NOT GUARANTEE THAT THE SERVICE 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 11.

9.4 Third-Party Components.

The Service may incorporate or interoperate with third-party products, including products provided under Add-Ons. Such third-party products are provided "as is" subject to their own terms (including, where applicable, the SentinelOne Third-Party Terms in Exhibit F), and, except for the warranty Tellaro gives for SentinelOne licensing in Exhibit F, Tellaro makes no warranties regarding such third-party products.

10. INDEMNIFICATION

10.1 Tellaro Indemnity.

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

10.2 Customer Indemnity.

Customer will defend Tellaro against any third-party claim arising out of: (a) Customer Data, including allegations that Customer Data infringes the rights of, or has caused harm to, a third party; (b) Customer's breach of Section 2.3 (Restrictions), Section 3.4 (Monitoring Authority), or Section 3.5 (Authorization for Scanning and Response Actions); or (c) Customer's violation of applicable law in its use of the Service, and will pay any final award or settlement agreed by Customer.

10.3 Procedure.

The indemnified party will promptly notify the indemnifying party of any claim, give the indemnifying party sole control of the defense and settlement (provided no settlement requires admission of liability or imposes obligations on the indemnified party without consent), and reasonably cooperate in the defense at the indemnifying party's expense.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Damages.

EXCEPT FOR AMOUNTS OWED UNDER SECTION 10 (INDEMNIFICATION) AND CUSTOMER'S BREACH OF SECTION 2.3 (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, LOSS OF REVENUE, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

11.2 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.

11.2A Data Protection Super-Cap.

NOTWITHSTANDING SECTION 11.2, TELLARO'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO BREACHES OF SECTION 6 (CONFIDENTIALITY), SECTION 7 (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 11.2, 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 11.1 APPLIES TO DATA PROTECTION CLAIMS.

11.3 Exceptions.

The limitations in Sections 11.1 and 11.2 do not apply to: (a) Customer's obligations to pay fees when due; (b) either party's indemnification obligations under Section 10; (c) breaches of Section 2.3 (Restrictions); or (d) liabilities that cannot be limited under applicable law.

12. INSURANCE

Tellaro will maintain, at its expense, commercially reasonable insurance coverage appropriate for the Service, including commercial general liability, technology services liability (errors-and-omissions / professional liability), and cyber liability coverage. Tellaro will provide certificates of insurance upon Customer's reasonable request.

13. 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, failures of internet, telecommunications, or third-party hosting infrastructure, or cyberattacks (including denial-of-service attacks) that could not have been prevented by Tellaro's compliance with its security obligations under this Agreement. The affected party will use reasonable efforts to mitigate the impact and resume performance.

14. 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. Customer will not use the Service in violation of U.S. export control laws or in support of activities prohibited by U.S. sanctions.

15. NOTICES

Notices under this Agreement 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 email addresses on the Order Form. Notices to Tellaro must also be sent to legal@tellaro.io.

16. ASSIGNMENT

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement 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; provided that if Customer assigns this Agreement to a competitor of Tellaro, Tellaro may terminate this Agreement on written notice, and any assignment by Customer is conditioned on payment of all amounts then due. Any other purported assignment is void.

17. 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 arising out of or relating to this Agreement 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.

18. MISCELLANEOUS

18.1 Independent Contractors.

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

18.2 No Third-Party Beneficiaries.

This Agreement does not confer any rights or remedies on any person other than the parties and their permitted successors and assigns.

18.3 Severability.

If any provision of this Agreement is held unenforceable, the remaining provisions will continue in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving the parties' intent.

18.4 Waiver.

A failure to enforce any right under this Agreement will not be a waiver of that right or any other right.

18.5 Order of Precedence.

In the event of conflict, the order of precedence is: (1) any Public Sector Addendum or Student Data Privacy Addendum executed by both parties, (2) the applicable Order Form, but only as to the Plan, Ordered Counts, fees, term, and other commercial terms, and as to any provision of this Agreement that the Order Form expressly identifies by section number as modified, (3) any other addendum executed by both parties (including the DPA, BAA, and SentinelOne Third-Party Terms, if applicable), (4) the Hybrid Deployment Exhibit, the Maintenance and Support Agreement, and the Remote Access Addendum, (5) the Service Level Agreement, (6) the Acceptable Use Policy, (7) this Agreement, and (8) the Service Descriptions.

18.6 Counterparts and Electronic Signatures.

This Agreement and any Order Form may be executed in counterparts, including by electronic signature, each of which is deemed an original and which together constitute one instrument.

18.7 Entire Agreement.

This Agreement, together with all Order Forms, exhibits, and addenda referenced herein, constitutes the entire agreement between the parties on its subject matter and supersedes all prior or contemporaneous communications, proposals, and agreements. Pre-printed terms on Customer purchase orders or similar documents are of no effect.

18.8 Non-Solicitation.

During the term of this Agreement and for twelve (12) months afterward, Customer will not, directly or indirectly, solicit for employment or engagement any Tellaro employee or contractor who performed services for Customer under this Agreement, except through general solicitations not targeted at Tellaro personnel.

18.9 Limitation on Actions.

No action arising out of or relating to this Agreement, other than an action for non-payment or for breach of Section 2.3, may be brought more than one (1) year after the cause of action accrues.

18.10 Changes to the Service.

Tellaro may update, enhance, or modify the Service, including detection content, integrations, and supported data sources, from time to time, provided that Tellaro will not materially reduce the core functionality of Customer's Plan during the then-current Subscription Term.

19. EXHIBITS

The following exhibits are incorporated into this Agreement by reference:

- Exhibit A — Service Level Agreement (Platform + MSOC)
- Exhibit B — Acceptable Use Policy
- Exhibit C — Data Processing Addendum
- 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 H — Hybrid Deployment (when the Order Form specifies Hybrid)

- Exhibit M — Maintenance and Support Agreement (when Premium Maintenance and Support is on the Order Form)
- Exhibit R — Remote Access Addendum (when a service it covers is on the Order Form)

Exhibit G — Student Data Privacy Addendum (when Customer is an educational institution and Customer Data includes student records)

Exhibit P — Public Sector Addendum (when Customer is a governmental entity or public educational institution)

SIGNATURE

The parties have executed this Agreement as of the Effective Date by their authorized representatives below.

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