PARTNER AGREEMENT

Tellaro Channel Partner Program

Version 1.3

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

PARTNER AGREEMENT

This Partner Agreement (this "Agreement") is entered into between H&A Security Solutions, LLC d/b/a Tellaro, an Illinois limited liability company ("Tellaro"), and the entity identified on the signature page ("Partner"). Tellaro and Partner are referred to individually as a "party" and collectively as the "parties." This Agreement governs Partner's appointment as a non-exclusive partner for the Tellaro Security Operations Platform, the Plans, and add-ons (collectively, the "Service"), either to resell the Service to end customers (each, an "End Customer") under the Resale model or to provide services to its own clients using the Service under the MSP model in Schedule B.

1. DEFINITIONS

"End Customer" means an entity to which Partner resells the Service and that uses the Service for its own internal business purposes (and not for further resale).

"End Customer Agreement" means the Master Subscription Agreement (for SaaS) or the End User License Agreement — On-Prem (for on-prem) executed by Tellaro and the End Customer, together with applicable Order Forms, exhibits, and addenda.

"Client" means an organization to which Partner provides services using the Service under the MSP model (Schedule B).

"MSP Customer Agreement" has the meaning given in Schedule B.

"Order" means a written order from Partner to Tellaro identifying an End Customer, the Service to be provisioned, asset counts, term, and applicable End Customer Agreement.

"Partner Discount" means the percentage discount off Tellaro's then-current list price applicable to Partner's Orders, as set forth on the Partner Price List.

"Partner Price List" means Tellaro's then-current price list for partners, attached as Schedule A and updated by Tellaro from time to time.

"Territory" means the geographic territory in which Partner is appointed, as set forth on the signature page (or, if blank, the United States).

2. APPOINTMENT

2.1 Non-Exclusive Appointment.

Tellaro appoints Partner as a non-exclusive partner for the Service in the Territory, under the Resale model (Sections 3 and 4), the MSP model (Schedule B), or both, as elected on the signature page. Partner may market the Service and, as elected, resell it to End Customers or use it to provide services to Clients, subject to this Agreement. Tellaro reserves the right to: (a) sell directly to any customer; (b) appoint other partners; and (c) decline any Order in its reasonable discretion.

2.2 No Authority to Bind.

Partner has no authority to bind Tellaro to any obligation or to make any representation or warranty regarding the Service beyond Tellaro's published materials. Partner is an independent contractor and is not Tellaro's agent, employee, partner, or joint venturer.

3. RESALE MODEL: END CUSTOMER AGREEMENTS

3.1 Direct Tellaro Agreement Required.

Under the Resale model, each End Customer must execute the applicable End Customer Agreement directly with Tellaro before the Service is provisioned to that End Customer. Partner will assist Tellaro in obtaining the End Customer's signature. Partner will not represent that the End Customer is contracting with Partner for the use of the Service; Partner is on the order paper for billing only, and the use rights and service obligations run between Tellaro and the End Customer.

3.2 No Modification.

Partner will not modify, redact, or supplement the End Customer Agreement, the AUP, the SLA, or any Tellaro exhibit or addendum without Tellaro's prior written consent. Any side letters or representations made by Partner to End Customer that conflict with the End Customer Agreement are null and void.

3.3 Supporting Materials.

Tellaro will provide Partner with current versions of the End Customer Agreement, AUP, SLA, Service Descriptions, and other exhibits for use with End Customers. Partner will use only the most current versions provided by Tellaro.

4. ORDERS, PRICING, AND PAYMENT

4.1 Submission of Orders.

Partner submits Orders to Tellaro for acceptance. Each Order must identify the End Customer, the Service to be provisioned, Ordered Counts (as defined in the End Customer Agreement), the Subscription Term or License Term (one (1) or three (3) years), the billing cadence (monthly), and the applicable End Customer Agreement.

4.2 Acceptance.

An Order is binding only when accepted in writing by Tellaro and the End Customer Agreement is executed by the End Customer.

4.3 Pricing.

Partner will pay Tellaro the list price set forth on the Partner Price List less the Partner Discount applicable to the Order. Partner may set the resale price to End Customer in its discretion. Partner is responsible for any discounts or commercial concessions Partner offers to End Customer at its own expense.

4.4 Payment Terms.

Tellaro will invoice Partner on the same cadence as the End Customer's billing cadence under the Order. Invoices are due net thirty (30) days. Partner's obligation to pay Tellaro is not contingent on Partner's collection from End Customer.

Each accepted Order is non-cancellable by Partner for its Subscription Term or License Term, and Partner's payment obligations continue for that term even if the End Customer fails to pay Partner or this Agreement ends, unless Tellaro assumes direct billing under Section 9.4(c). If Partner fails to pay any undisputed amount within fifteen (15) days after written notice, Tellaro may (a) suspend the Service for the affected End Customer or Client after notice to it, and (b) invoice the End Customer or Client directly, in which case payments it makes to Tellaro are credited against Partner's balance.

4.5 Taxes.

Partner is responsible for any sales, use, value-added, or similar taxes related to the resale of the Service to End Customer.

5. PARTNER OBLIGATIONS

- Market and resell the Service in a professional manner consistent with Tellaro's reputation and brand guidelines.

- Use only Tellaro-provided marketing materials, or materials approved by Tellaro in writing, when describing the Service.
- Not make any representation or warranty regarding the Service that is inconsistent with Tellaro's published materials or the End Customer Agreement.
- Promptly forward to Tellaro any End Customer questions or claims regarding the Service.
- Comply with all applicable laws, including export control, sanctions, anti-corruption (FCPA), and data protection laws.
- Not resell the Service to any End Customer that Partner knows or reasonably should know intends to use the Service in violation of the AUP.
- Maintain accurate records of Orders and End Customer information, and provide Tellaro with reasonable access for audit purposes.

6. TELLARO OBLIGATIONS

- Provide Partner with current versions of all End Customer documents and pricing.
- Provision the Service to End Customer once the End Customer Agreement is executed and the Order is accepted.
- Provide Partner with reasonable sales enablement and technical training.
- For the Resale model, provide support to End Customer per the SLA after Partner's first-line support, with escalation paths shared with Partner.

7. BRANDING AND MARKS

Tellaro grants Partner a non-exclusive, non-transferable license during the term of this Agreement to use the Tellaro name and logo solely to identify Partner as an authorized partner of the Service, in accordance with Tellaro's brand guidelines. All goodwill arising from such use inures to Tellaro. Partner will not modify the marks, register them, or use them in a manner that disparages Tellaro or implies endorsement of any non-Tellaro product.

7A. PARTNER SECURITY AND INSURANCE

Partner will (a) require multi-factor authentication for all Partner personnel who access the Service, (b) limit access to Client and End Customer tenants to personnel with a need to know, (c) maintain a written information-security program appropriate to its access, and (d) notify Tellaro within forty-eight (48) hours after becoming aware of any

compromise of Partner credentials, systems, or personnel that could affect the Service or any Client or End Customer. If Partner has elected the MSP model, Partner will maintain commercial general liability, technology errors-and-omissions, and cyber liability insurance with limits of at least $1,000,000 per claim and will provide certificates on request.

8. CONFIDENTIALITY

Each party will protect the other party's Confidential Information using at least reasonable care and will use it only to perform under this Agreement. "Confidential Information" means non-public information disclosed by a party that is marked confidential or that a reasonable person would understand to be confidential, excluding information that is or becomes public through no fault of the receiving party, was known to it without restriction, is rightfully received from a third party without restriction, or is independently developed. A party may disclose Confidential Information as required by law after giving prompt notice where lawful. This Section binds Tellaro and Partner. Pricing under this Agreement and the Partner Price List are Tellaro Confidential Information.

9. TERM AND TERMINATION

9.1 Term.

This Agreement begins on the effective date below and continues for one (1) year, automatically renewing for successive one-year terms unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term.

9.2 Termination for Cause.

Either party may terminate this Agreement for material breach if the other party fails to cure within thirty (30) days after written notice. Tellaro may terminate immediately if Partner breaches Section 5 (Partner Obligations), Section 7 (Branding), or applicable law.

9.3 Termination for Convenience.

Either party may terminate this Agreement for convenience upon ninety (90) days' written notice; however, termination for convenience does not end Partner's payment obligations under any accepted Order or, under Schedule B, for any Client then in service, which continue until the end of the applicable term or minimum commitment. Termination of this Agreement does not affect existing End Customer Agreements, which continue in accordance with their terms.

9.4 Effect of Termination.

Upon termination: (a) Partner will immediately cease holding itself out as an authorized Tellaro partner and will cease use of Tellaro marks; (b) all amounts owed to Tellaro become immediately due; (c) Tellaro may assume the billing relationship for any active End Customer Agreement at its option, and Clients are transitioned as provided in Schedule B; and (d) provisions intended to survive (Sections 1, 4 for amounts then due, 8, 10, 11, 12, and 14) survive.

10. INDEMNIFICATION

10.1 Partner Indemnity.

Partner will defend, indemnify, and hold harmless Tellaro from any third-party claim arising out of (a) Partner's misrepresentation of the Service to any End Customer, (b) Partner's breach of Section 5, (c) Partner's violation of applicable law in connection with this Agreement; (d) under the MSP model, any claim by a Client or a Client's users arising out of the Service or Partner's services, except to the extent Tellaro would be liable to Partner for the same matter under the MSP Customer Agreement; or (e) Partner's failure to bind a Client to the terms required by Schedule B.2.

10.2 Tellaro Indemnity.

Tellaro's indemnification obligations to End Customer are set forth in the End Customer Agreement. With respect to Partner, Tellaro will defend Partner against third-party claims that the Service, as provided by Tellaro, infringes a U.S. patent, copyright, or trademark, on the same terms and limitations as set forth in the End Customer Agreement.

11. LIMITATION OF LIABILITY

EXCEPT FOR AMOUNTS OWED UNDER SECTION 10 (INDEMNIFICATION) AND PARTNER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 PARTNER TO TELLARO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Partner's obligations to pay fees and its indemnification obligations under Section 10.1 are not subject to the cap in this Section 11. Under the MSP model, Tellaro's liability to

Partner relating to any single Client is further limited to the fees paid or payable for that Client during the twelve (12) months preceding the event giving rise to the claim.

12. 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. To the extent permitted by law, each party waives its right to a jury trial.

13. NOTICES

Notices must be in writing and sent to the addresses on the signature page or to legal@tellaro.io for Tellaro. Email notice with confirmation of receipt is deemed delivered.

14. MISCELLANEOUS

Assignment requires the other party's prior written consent, except for assignment to an Affiliate or in connection with a merger, acquisition, reorganization, or sale of substantially all assets; provided that Tellaro may terminate this Agreement on written notice if Partner undergoes a change of control in favor of a Tellaro competitor. Force majeure, severability, waiver, counterparts and electronic signatures, and entire-agreement provisions apply on the same terms as in the End Customer Agreement, applied between the parties to this Agreement. The Partner Price List is incorporated by reference. In the event of conflict between this Agreement and a Tellaro-issued purchase acknowledgment or invoice, this Agreement controls.

SCHEDULE A — PARTNER PRICE LIST AND DISCOUNT SCHEDULE

The Partner Price List sets forth Tellaro's then-current list prices for each Plan and add-on and the applicable Partner Discounts. Partner Discounts differ for the Managed Plans and for the Platform Plan, and may differ between the Resale and MSP models. Minimums and volume discount tiers apply per End Customer or Client organization, not across Partner's customers in aggregate.

Tellaro may add SPIFF or deal-registration incentives by separate written notice.

SCHEDULE B — MSP MODEL

This Schedule applies when Partner elects the MSP model on the signature page. For the MSP model, this Schedule controls over any conflicting term in Sections 3, 4, and 6.

B.1 Partner as Customer.

Under the MSP model, Partner is Tellaro's customer. Partner executes the Master Subscription Agreement (and, where Partner runs self-hosted deployments, the End User License Agreement — On-Prem), with the applicable exhibits and Order Forms (together, the "MSP Customer Agreement"), which governs the Service Partner uses to serve its Clients. Clients do not sign Tellaro agreements. Partner is responsible to Tellaro for each Client's use of the Service as if it were Partner's own use.

B.1A PRECEDENCE.

For Services Partner uses under the MSP model, this Schedule B controls over any conflicting term of the MSP Customer Agreement as to term, billing, counts, and Client changes. All other terms of the MSP Customer Agreement (including warranties, disclaimers, limitations of liability, and the AUP) apply in full, and the restrictions on providing services to third parties in the MSP Customer Agreement and the AUP do not prohibit Partner's permitted use for Clients under this Schedule.

B.2 Client Terms.

Before a Client uses the Service, Partner will bind the Client to written terms that are at least as protective of Tellaro as: (a) the Acceptable Use Policy; (b) the restrictions on use of the Service in the MSP Customer Agreement; (c) the SentinelOne Third-Party Terms (Exhibit F), where the Client receives SentinelOne licenses; (d) a disclaimer of any warranty or liability of Tellaro directly to the Client; and (e) terms permitting the processing of Client data described in the Data Processing Addendum. Partner will

obtain any consents required for that processing and, where a Client is subject to HIPAA, will put in place the business associate agreements required between the Client, Partner, and Tellaro.

B.3 Services Partner May Provide.

- Platform Plan, operated by Partner. Partner's own personnel operate the Platform for its Clients, including monitoring and responding to alerts. Tellaro supports Partner under the Service Level Agreement and does not monitor Clients' alerts.
- Managed Plans, delivered by Tellaro. The Tellaro MSOC delivers the Managed Plan for each Client as described in the Service Descriptions (Exhibit E). Partner is each Client's first point of contact, and the MSOC escalates to the contacts Partner designates for that Client.

Partner will not describe services it performs itself as being delivered by Tellaro.

B.4 Support.

Partner provides first-line support to its Clients and contacts Tellaro support on their behalf. Tellaro has no obligation to support Clients directly.

B.5 Counts, Minimums, and Volume Tiers.

Ordered Counts, the minimum (one hundred (100) Seats for a Managed Plan or one hundred (100) Devices for the Platform Plan), and volume discount tiers apply to each Client organization separately and are not aggregated across Clients.

B.6 Billing.

Tellaro invoices Partner monthly in arrears for each Client, based on the highest number of Seats or Devices deployed for that Client at any time during the month, subject to the per-Client minimum, at the Partner Price List less the applicable Partner Discount. Invoices are due net thirty (30) days. Partner's obligation to pay Tellaro is not contingent on Partner's collection from any Client.

Tellaro may set a credit limit for Partner and may require a deposit or prepayment if Partner's unpaid balance exceeds that limit or Partner is more than thirty (30) days late on any undisputed amount.

B.7 Term; Adding and Removing Clients.

The Subscription Term and License Term under the MSP Customer Agreement run with the term of this Agreement under Section 9.1. Partner may add Clients at any time. A Client that Partner removes is billed through the end of the month in which its service

ends, subject to a minimum service commitment of twelve (12) months from the date the Client is added.

B.8 Client Data.

Tellaro processes Client data on Partner's behalf under the Data Processing Addendum between Tellaro and Partner, and keeps each Client's data logically separated.

B.9 Transition on Termination.

On expiration or termination of this Agreement or of the MSP model, Partner may transition its Clients to direct agreements with Tellaro or to another Tellaro partner, and Tellaro will reasonably cooperate. Partner authorizes Tellaro to contact Clients directly to offer continued service. Client data not transitioned is returned or deleted as provided in the MSP Customer Agreement.

SIGNATURE

By signing below, Partner and Tellaro agree to this Partner Agreement.

Models elected: ☐ Resale (Sections 3 and 4) ☐ MSP (Schedule B)

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