PROFESSIONAL SERVICES AGREEMENT

Tellaro custom professional services

Version 1.3

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into between H&A Security Solutions, LLC d/b/a Tellaro, an Illinois limited liability company ("Tellaro"), and the customer identified on the signature page ("Customer"). This Agreement governs Customer's purchase of custom professional services (the "Services") from Tellaro, as described in one or more Statements of Work executed by both parties.

Where Customer also subscribes to the Tellaro Security Operations Platform (whether SaaS under a Master Subscription Agreement or on-prem under an End User License Agreement — On-Prem), this Agreement is in addition to those agreements and covers only non-standard professional services not included in the standard subscription or license. In the event of conflict between this Agreement and a subscription or license agreement with respect to use of the Service, the subscription or license agreement controls; this Agreement controls with respect to the Services.

1. STATEMENTS OF WORK

1.1 SOWs.

The specific Services to be performed are described in one or more Statements of Work (each, a "SOW") signed by both parties. Each SOW will identify deliverables, schedule, fees (time-and-materials or fixed), assumptions, and any acceptance criteria.

1.2 Change Orders.

Changes to a SOW require a written Change Order signed by both parties. In the event of conflict, the order of precedence is: (1) the Change Order; (2) the SOW; (3) this Agreement.

1.3 Scope of Performance.

Tellaro will perform the Services in a professional manner, with reasonable care, and in conformity with generally accepted practices in the industry for engagements of similar size and nature. Tellaro does not warrant that the Services will be free from errors. Customer's exclusive remedy for breach of this Section 1.3 is re-performance of the non-conforming Services or, if Tellaro cannot re-perform them, a refund of the fees paid for them, provided Customer notifies Tellaro within thirty (30) days after performance.

2. PERSONNEL AND INDEPENDENT CONTRACTORS

Tellaro is an independent contractor. No employer-employee or agency relationship is created by this Agreement. Tellaro is responsible for its personnel and subcontractors, including their compliance with this Agreement.

Customer will not solicit for employment any Tellaro personnel who performed Services for Customer during the term of a SOW or for twelve (12) months afterward, except through general solicitations not targeted at Tellaro personnel.

3. FEES AND PAYMENT

3.1 Fees.

Customer will pay the fees set forth on each SOW. Time-and-materials Services are invoiced monthly based on Tellaro's rate card attached to or referenced in the applicable SOW. Fixed-fee Services are invoiced per the milestone or schedule set forth on the SOW.

3.2 Expenses.

Pre-approved travel and out-of-pocket expenses are reimbursable at cost. Travel must be approved in advance by Customer or by reference to a SOW-defined expense allowance.

3.3 Invoices and Payment Terms.

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.

3.4 Taxes.

Customer is responsible for sales, use, value-added, and similar taxes on the Services, except taxes based on Tellaro's net income.

4. ACCEPTANCE

Where a SOW specifies acceptance criteria for a deliverable, Customer will review the deliverable and either accept or provide written notice of non-conformity within ten (10) business days of delivery. Failure to provide notice within that period constitutes acceptance. If Customer reports a non-conformity, Tellaro will use reasonable efforts to correct it; if Tellaro is unable to correct after a reasonable opportunity, Customer's sole remedy is a refund of fees paid for the non-conforming deliverable.

5. INTELLECTUAL PROPERTY

5.1 Tellaro IP.

Tellaro retains all right, title, and interest in and to its pre-existing tools, methodologies, frameworks, detection content, and other materials (the "Tellaro Background IP"), including any improvements developed during the Services. Customer is granted a non-exclusive, non-transferable license to use the Tellaro Background IP solely as embodied in deliverables and solely for Customer's internal business purposes.

5.2 Deliverables.

Subject to payment in full of the fees for the applicable SOW, Tellaro grants Customer a non-exclusive, perpetual, royalty-free license to use deliverables for Customer's internal business purposes. The parties may agree in a SOW to different ownership of bespoke deliverables (e.g., assignment), in which case the SOW controls.

5.3 Customer Materials.

Customer retains all right, title, and interest in and to Customer's data, information, materials, and pre-existing IP provided to Tellaro for use in performing the Services.

6. 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. "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.

7. DATA AND SECURITY

Where the Services involve Tellaro processing Customer Data or accessing Customer systems, Tellaro will follow the security commitments and breach notification obligations set forth in the applicable Master Subscription Agreement, End User License Agreement — On-Prem, or Remote Access Addendum. If none of those apply (i.e., the Services are pure professional services with no data access), Tellaro will apply reasonable industry-standard safeguards.

7A. INCIDENT RESPONSE ENGAGEMENTS

Where a SOW covers incident response: (a) at Customer's election, the SOW may be entered into by Customer's outside counsel, with Tellaro acting at counsel's direction to assist counsel in providing legal advice, and Tellaro will label and handle work product as counsel directs; (b) Customer, not Tellaro, makes all decisions on containment, recovery, notification, and communications with regulators, law enforcement, insurers, and the media; (c) Tellaro will not negotiate with threat actors or facilitate any ransom or extortion payment, and will not take any action that would violate U.S. sanctions laws; and (d) Tellaro has no liability for the consequences of actions taken at Customer's direction.

8. WARRANTIES AND DISCLAIMERS

Each party represents that it has authority to enter into this Agreement and that performance will not violate any other obligation. Tellaro warrants that the Services will be performed as set forth in Section 1.3.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND ANY DELIVERABLES ARE PROVIDED "AS IS." TELLARO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. INDEMNIFICATION

Tellaro will defend Customer against any third-party claim alleging that a deliverable, as provided by Tellaro, infringes a U.S. patent, copyright, or trademark, and will pay any final award or settlement Tellaro agrees to, except for claims arising from Customer materials, modifications not made by Tellaro, combinations with items not supplied by Tellaro, or third-party products. Customer will defend Tellaro against any third-party claim arising from Customer materials, Customer's instructions, or Customer's violation of law in connection with the Services, and will pay any final award or settlement Customer agrees to. The indemnified party will give prompt notice, sole control of the defense and settlement (no settlement may impose obligations on the indemnified party without its consent), and reasonable cooperation.

10. LIMITATION OF LIABILITY

EXCEPT FOR AMOUNTS OWED UNDER INDEMNIFICATION AND CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR

PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, BUSINESS, OR DATA. EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY SOW WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO TELLARO UNDER THE AFFECTED SOW DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. INSURANCE

Tellaro will maintain commercially reasonable insurance coverage during the term of this Agreement, including commercial general liability, technology services liability (errors and omissions / professional liability), cyber liability, and workers' compensation (where applicable). Certificates of insurance are available upon reasonable request.

12. TERM AND TERMINATION

12.1 Term.

This Agreement begins on the effective date and continues until terminated as set forth in this Section. Existing SOWs continue in effect according to their terms unless terminated as provided herein.

12.2 Termination for Cause.

Either party may terminate this Agreement or any SOW for material breach by the other party that remains uncured thirty (30) days after written notice.

12.3 Termination for Convenience.

Customer may terminate any SOW for convenience upon thirty (30) days' written notice. In that case, Customer will pay for Services performed and expenses incurred up to the termination effective date and for any non-cancellable commitments Tellaro made in reliance on the SOW. For fixed-fee SOWs, the parties will reasonably equitably adjust fees based on the percentage of completion.

12.4 Survival.

Sections 3 (for amounts then due), 5, 6, 7, 8, 9, 10, 13, and 14 survive termination.

13. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Illinois, without regard to its conflict-of-laws principles. Exclusive venue 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.

14. MISCELLANEOUS

Notices must be in writing and are effective on receipt when delivered personally or by recognized courier, or when sent by email with confirmation of receipt; notices to Tellaro must also be sent to legal@tellaro.io. Neither party may assign this Agreement without the other's consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets. Neither party is liable for delay or failure caused by events beyond its reasonable control (other than payment obligations). If any provision is unenforceable, the rest remains in effect. A failure to enforce a right is not a waiver. This Agreement may be signed in counterparts and electronically. This Agreement and its SOWs are the parties' entire agreement on their subject matter, and pre-printed purchase order terms have no effect.

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: _____