SOURCE CODE ESCROW AGREEMENT

Optional addendum for enterprise on-prem deals

Version 1.3

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

SOURCE CODE ESCROW AGREEMENT

This Source Code Escrow Agreement (this "Agreement") is entered into among H&A Security Solutions, LLC d/b/a Tellaro ("Tellaro"), the customer identified on the signature page ("Customer"), and the escrow agent identified on the signature page (the "Escrow Agent"). It is supplemental to the End User License Agreement — On-Prem (the "EULA") between Tellaro and Customer. Capitalized terms not defined here have the meanings given in the EULA.

1. DEPOSIT MATERIALS

1.1 Initial Deposit.

Tellaro will deposit with Escrow Agent, within thirty (30) days after the effective date of this Agreement, the following materials (the "Deposit Materials"): (a) the source code of the Software in the version then delivered to Customer; (b) build instructions and any required tooling configuration sufficient to compile the Software from the deposited source; (c) a list of third-party components used in the Software, with their licenses; and (d) administrative documentation reasonably necessary to operate the Software.

1.2 Updates.

Tellaro will deposit updated Deposit Materials at least annually and following each major version release made available to Customer.

1.3 Verification.

On Customer's reasonable request and at Customer's expense, Escrow Agent may perform a verification of the Deposit Materials (e.g., build test) per the Escrow Agent's standard verification services. Tellaro will reasonably cooperate in any verification.

2. RELEASE CONDITIONS

Escrow Agent will release the Deposit Materials to Customer only upon the occurrence of one or more of the following events (each, a "Release Condition"):

- (a) Tellaro becomes insolvent, files for or has filed against it a petition under bankruptcy laws (which is not dismissed within sixty (60) days), assigns its assets for the benefit of creditors, or ceases to do business in the ordinary course, in each case without a successor or assignee assuming Tellaro's support obligations for the Software;

- (b) Tellaro discontinues general support and maintenance for the version of the Software in use by Customer (i.e., the version reaches end-of-life under M&S Section 5) and Tellaro fails to make a successor version available to Customer;
- (c) Tellaro fails to provide M&S for a Critical severity issue in the Software, as defined in the M&S Agreement, and the failure remains uncured for sixty (60) days after written notice; or
- (d) any other release condition expressly agreed by the parties in writing.

3. RELEASE PROCEDURE

If Customer believes a Release Condition has occurred, Customer will deliver a written notice to Escrow Agent and Tellaro describing the Release Condition. Tellaro may object within fifteen (15) business days. If Tellaro does not object, Escrow Agent will release the Deposit Materials to Customer. If Tellaro objects, the parties will resolve the dispute by [arbitration / mediation / binding determination by Escrow Agent], as set forth on the signature page. Pending resolution, Escrow Agent will hold the Deposit Materials.

4. LICENSE UPON RELEASE

Effective upon release of the Deposit Materials to Customer, Tellaro grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual license to use, copy, modify, and create derivative works of the Deposit Materials solely for Customer's internal business purposes to support and maintain Customer's licensed use of the Software in the Customer Environment. Customer may not distribute, sell, sublicense, or commercialize the Deposit Materials or any derivatives. The license terminates with respect to any Software for which Customer's License Term has ended; the Deposit Materials remain Tellaro Confidential Information.

5. CONFIDENTIALITY

Customer and Escrow Agent will hold the Deposit Materials in strict confidence, with access limited to: (a) Escrow Agent personnel necessary to perform under this Agreement; (b) Customer personnel and contractors with a need to know who are bound by confidentiality obligations no less protective than the EULA; and (c) verification agents engaged with Tellaro's consent. Customer will not reverse engineer the Software except to the extent necessary after a release to maintain Customer's licensed use.

6. FEES

Customer will pay Escrow Agent's fees for setup, annual maintenance, deposit handling, verification, and release services in accordance with the Escrow Agent's schedule. Tellaro will pay any costs of preparing and delivering Deposit Materials.

7. TERM AND TERMINATION

This Agreement begins on the effective date and continues until: (a) Customer no longer has any active License Term covering on-prem Software; or (b) the parties mutually agree to terminate. On termination, the Escrow Agent will return the Deposit Materials to Tellaro or destroy them as Tellaro directs, and Customer's license under Section 4 terminates if no Release Condition has occurred.

8. MISCELLANEOUS

This Agreement is governed by the laws of the State of Illinois, without regard to conflict-of-laws principles. Disputes are resolved as set forth on the signature page (or, if not specified, in the state and federal courts located in Effingham County, Illinois). Notices, assignment, and miscellaneous provisions track those in the EULA, applied mutatis mutandis as among the three parties. The Escrow Agent is acting solely in its capacity as escrow agent; nothing in this Agreement creates a partnership or makes the Escrow Agent a party to the EULA.

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

Date: _____	Date: _____	Date: _____