

## DeepSeas Statement of Work

### A. Parties

This Vendor Statement of Work ("SOW") is between **IT Solutions Consulting, LLC** ("Partner") and DeepSeas, LLC, and sets forth the Material and Services that DeepSeas shall provide to and/or on behalf of Partner for Customer.

### B. Agreement

This SOW shall be governed by the terms and conditions of that specific Agreement titled "DeepSeas Master Services Agreement" and between DeepSeas and Partner (the "Agreement"). In the event of a conflict between this SOW and the Agreement, this SOW shall govern with respect to the conflict's subject matter. The Effective Date of this SOW will be when Partner issues a Purchase Order or executes this SOW. Capitalized terms not defined in this SOW shall have the meaning defined in the Agreement.

### C. Definitions

- "Affiliate" means any legal entity that, directly or indirectly, holds more than fifty percent (50%) of a Party's shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such equity interest is maintained.
- "Analytics Platform" – The system that collects and analyzes log data feeds from the Customer's network and security devices to identify activity, patterns, and behaviors that indicate a security threat.
- "Appliance" means a hardware device pre-loaded with Software and installed on the Client's environment to enable DeepSeas' performance of the Services. This includes but is not limited to, the network sensors, collectors, or other hardware provided under this Agreement.
- "Associated Parties" shall refer to a Party's affiliates, directors, officers, employees, agents, licensors, vendors, or subcontractors.
- "Authorized User" means any employee or third-party user that requires access to the Software or Services and has been identified in writing by Client to DeepSeas as being authorized to use the administrative components of the Software or Services.
- "Client Information" means any information, records, data, or any other materials (in whatever form) entered into the Software or Endpoint Software by the Client, any User, or any Authorized User.
- "Covered Device" – A Customer log device or data source specified within the SOW and including information describing the log source, such as the device's manufacturer, vendor, Device Type, and specified use case.

- “Custom Log Source or Custom Device” – Any log source that requires development of software code to parse log data for the Analytics Platform. Examples include the following: Application logs, web server logs, database logs, or any devices as defined by DeepSeas.
- “Customer Portal” (CP) – The internet-based web portal designed to provide log data, alerts, reports, graphs, dashboards, analysis tools, customer tickets, notifications, and other related information applicable to the services.
- “DeepSeas Materials” includes (a) any Software, hardware, documentation, and/or other materials including, without limitation, the following information: (i) Software and Appliances; (ii) computer software (object and/or source codes and/or scripts), programming techniques and programming concepts, methods of processing and use, and system designs embodied in the software; (iii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iv) Intellectual Property Rights, including but not limited to, discoveries, inventions, concepts, designs, documentation, product specifications, application program interface specifications, techniques and processes relating to the software; (b) the research and development or investigations of DeepSeas; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, terms and conditions of this Agreement, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, customer lists, financial information, forecasts and strategies; (d) any information about or concerning any third party (which information was provided to DeepSeas subject to an applicable confidentiality obligation to such third party); and (e) any enhancements, modifications or derivatives of such materials. DeepSeas Materials shall be considered Confidential Information.
- “Device Type” – The category name used to classify a Covered Device for purposes of determining the pricing category specified within a Statement of Work (SOW). DeepSeas may at its own discretion update, refine, add, remove, and re-categorize Device Types at its sole and complete discretion.
- “Enablement” – The work undertaken by DeepSeas to set up, configure, implement, and provision the Services.
- “Endpoint Software” is the Endpoint Detection & Response software provided by DeepSeas for Client use and in accordance with the terms of this Agreement and the Endpoint EULA included in the Service Description.
- “Engagement Period” shall start upon the Effective Date and end upon completion or other termination of the SOW.
- “Events per Day (EPD)” – The total quantity of Log Events received in aggregate from all Covered Devices during any 24-hour period.
- “Host/Network Log Source” – The Device Type name that refers to a defined category of devices, including Windows and Linux servers, PCs, routers, switches, wireless access points, and other similar devices as defined by DeepSeas and that DeepSeas may update or change from time to time.
- “Incident” is the presence of malicious software such as Trojans, worms, viruses, and spyware; password phishing; cyber-attack; cyber-intrusion; hacking; data breach; unauthorized access; denial of service; malware; bots; system Compromise or other computer security breach.

- “Log Collector” – DeepSeas’ hardware (CPE) or software placed within the customer’s network or virtual environment for delivering the Service to the customer. The Log Collector collects, aggregates, and/or analyzes the customer’s log data sent to it from the Covered Devices.
- “Log Collector Type” – DeepSeas’ Log Collector will be specified as either a “Physical” Log Collector, or a “Virtual” Log Collector. A Physical Log Collector is a PC server-based hardware appliance, and a Virtual Log Collector is a software image, agent, or application prepared for installation into a customer’s virtual infrastructure, server, or workstation.
- “Log Event” – Log data that is output in the form of a common syslog formatted data stream received from a Covered Device by the Log Collector.
- “Managed Detection and Respond Services” includes validation of alerts generated by the Endpoint Software and Software, delivering notification to Client of any legitimate threats identified from an alert, monitoring of all Endpoint Software and Software to ensure it is up to date, running and operating as expected. Identification of legitimate threats without the aid of an alert is considered Threat Hunting. Response that requires reverse engineering, customer threat research, on-site support at a client location, coordination of remediation activities across multiple systems or response to a historic embedded attack is considered Advanced Incident Response.
- “Party/Parties” shall refer to either DeepSeas or Client in the singular or to both DeepSeas and Client together when used in the plural form.
- “Provisioning Document” – A document provided by DeepSeas which contains requested information and documentation from the Customer needed to properly set-up and configure the Services. Information to be provided by the Customer within the Provisioning Document include the placement of Log Collectors in the Customer network, power, rack and cabling requirements, IP address assignments, device weighting, zone information, location, network segments, DMZs, etc.
- “Security Alert” – An analyzed alert from a log source categorized according to various risk scoring criteria, metrics, and algorithms. Security Alerts may or may not be indicative of an actual security threat. Security Alerts are generated from the data used in the threat analysis process.
- “Security Device Log Source” – A Device Type used to specify log sources originating from pre-approved security devices supported by DeepSeas. Security Device log sources typically include firewalls, IDS, IPS, and other similar devices per the device vendor categorization as determined by DeepSeas.
- “Service Level” – The scope of the services provided by the DeepSeas to the customer, which include the pre-defined responsibilities, duties, tasks, and obligations of DeepSeas. The Service Levels available to the customer termed “Standard,” “Enhanced,” “Premium” or other names as defined within DeepSeas’ Scope of Work.
- “Service Option” – An optional service component that offers coverage for an additional specified capability for an additional cost to the Customer and further defined within DeepSeas’ Scope of Work.
- “Services” shall mean the services, including monitoring services and access to the Software, provided by DeepSeas as identified in this SOW.
- “Software” shall mean the software provided by DeepSeas as identified in SOW other than Endpoint Software.
- “SOC” – Security Operations Center where DeepSeas’ security operators, analysts, engineers, and other personnel perform analysis and triage of logs, Alerts, Security Events, and provide response or communications with the Customer as appropriate.
- “Threat Hunting” is a proactive service designed to identify attacks independent of an alert generated from any other service.

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- “Threat Notification” – Information provided by DeepSeas in response to a Security Event or other event requiring customer notification as determined by DeepSeas. Security Event Notifications are provided via a phone call or in the form of a Threat Notification, which is DeepSeas’ customer notification template.
- “User” shall mean any individual affiliated with Client, including Client’s Authorized Users, that gains access to the Software or Services or that transmits any data to or through the Software or Services because of this SOW.

## D. DeepSeas Responsibilities

### a) Engagement Management

In support of the Services provided to the Customer, DeepSeas will:

1. Assign a designated DeepSeas Service Delivery Manager (“DeepSeas SDM”) to interface directly with the Customer Project Manager and serve as the primary interface to Customer organization.
2. Conduct a formal project kick-off meeting.
3. Participate and provide status and project planning meetings as mutually agreed.
4. Develop, manage, and track project schedules as appropriate.
5. Coordinate scheduling with customer.
6. Communicate throughout the project with period project status updates or reports based on the needs of the project and at the discretion of DeepSeas.

### b) Initial Set-up and Implementation (Enablement)

- a. For implementation of the Services, DeepSeas will provide one of the following services for the standard configurations, methods, and procedures for the Services (the “Project”). The partner shall select one of the two levels of implementation and turn-up services.
- b.
  - i. *Standard Enablement* – includes Customer kickoff meeting to provide introduction and overview of project as well as remote deployment assistance for the provisioning and on-boarding of the Services. The Customer is responsible for the technical Provisioning Plan, project management and technical due diligence of Covered Devices, configurations, and asset inventory before implementing the Project.
  - ii. *Premium Enablement* – includes the on-boarding tasks that are part of Standard Enablement with the addition of DeepSeas consultants as defined below
  - iii. Assign project coordination resources – including setting roles and responsibilities, developing timeline, deployment schedule, milestones, and reporting expectations.
  - iv. Develop the provisioning strategy – including documenting Covered Devices (provided by Customer), assignment of Device Type categories, and determining log protocols and paths.
  - v. On-site Installation, if needed (Customer to be invoiced for all travel-related expenses).

### c) DeepSeas Hardware Installation

If hardware is required for the Services, the installation process is defined below. DeepSeas will require Customer’s assistance with certain tasks, such as configuring log sources to point to the DeepSeas CPE, communication with Customer employees and IT staff, facilitating Customer’s

change management process, and performing other tasks required for the installation. DeepSeas will confirm that the log data is being sent correctly to the data collector and that the system is properly communicating. Once it is determined that customer log data is being correctly forwarded to DeepSeas, the remote installation will be considered complete. DeepSeas' Installation processes are defined below.

- **Standard Installation Process** - DeepSeas will ship the Data Collector(s) to the U.S. based Customer Site(s) in accordance with Customer provided information. The remote installation process is the default process for Customer enablement.
  - **Remote Installations** - Customer will install and provide connectivity to the Data Collectors, as outlined in the DeepSeas Provisioning & Site Preparation document. DeepSeas will provide access to an installation technician to remotely support the Customer during the installation and Services turn up process.
  - **On-Site Installations** - DeepSeas will provide an on-site technician to install the data collectors or other CPE and provide additional assistance as outlined in Appendix A. Such fees for on-site installations shall be outlined in Section G, Pricing.
- **Custom Installation Process: Customer may need and request additional services beyond the Standard Installation Process' scope.** DeepSeas will specify any custom services (if required) such as consulting, solution engineering, product integration, feature enhancement, custom software development services in Section G, Services Pricing.

**E. DeepSeas Services**

For the on-going services, DeepSeas will provide the level of services as described in Appendix B.

**a) Service Hours**

- i) Technical support services will be provided 24x7x365.
- ii) The Enablement services including set-up, implementation and engagement management and other related services will be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time of the Customer Site, excluding designated DeepSeas holidays (“Normal Business Hours”), unless otherwise noted herein.

<b>Designated Holiday</b>	<b>Date Observed</b>
New Year’s Day	January 1
Martin Luther King Jr Day	3 <sup>rd</sup> Monday of January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25

**b) Service Maintenance Windows**

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- i. DeepSeas will utilize Scheduled Maintenance Windows to upgrade equipment, software, and facilities which may add capacity, new features, resiliency, improvements, and bug fixes.
- ii. Scheduled Maintenance - DeepSeas may perform maintenance during the Scheduled Maintenance Windows as defined in the Scheduled Maintenance Tables below, with or without prior written notice.
- iii. Non-Scheduled or Emergency Maintenance – DeepSeas may need to perform emergency or non-scheduled maintenance from time to time and therefore reserves the right to perform maintenance at any time should emergency maintenance be necessary. In such an event, DeepSeas will attempt to provide 24-hour advance written notice or as soon as practicable for the maintenance event.
- iv. The scheduled maintenance windows for infrastructure upgrades and software releases will occur according to the following schedules below:

**Scheduled Maintenance Table 1**

Region	Times
Primary Data Centers	Every Sunday – From 12:00 a.m. until 4:45 a.m. Pacific Standard Time and Every 3rd Sunday* - 7:00 p.m. until 4:45 a.m. Pacific Standard Time

Region	Times
Secondary Data Centers	Every Saturday – From 12:00 a.m. until 4:45 a.m. Pacific Standard Time and 4th Saturday* - 7:00 p.m. until 4:45 a.m. Pacific Standard Time
Note	<i>If the day falls on a holiday or other special day, DeepSeas may reschedule the monthly maintenance window.</i>

c) **Service Level Agreements** - Please reference DeepSeas SLA.com for Service Level terms as they apply to each service.

**d) Project Deliverables**

DeepSeas will be responsible for the following project deliverables:

Event	Deliverable(s)
Initial Project Kick-off Meeting	<ul style="list-style-type: none"> <li>• Review Customer Provisioning Requirements Document</li> <li>• Coordinate Schedules, Review Customer &amp; DeepSeas roles and Responsibilities, provide an overview of the provisioning process</li> </ul>
Project Status Meetings	<ul style="list-style-type: none"> <li>• Meetings will be held as mutually agreed upon by the parties</li> <li>• Meetings will include a review of project status, project dependencies, project schedules, completion status, and any identified risk issues.</li> </ul>
Project Acceptance Meeting	<ul style="list-style-type: none"> <li>• Once the customer's initial devices are reporting correctly, are viable to our 24/7 security operations center team, and populating data within the customer portal, the project manager will conduct a hand-off meeting to the Technical Support Team or Security Operations Team.</li> <li>• This meeting is considered the Project Acceptance Meeting and will include Portal Training, operations support procedures and document any open action items assigned to Customer or DeepSeas.</li> </ul>

**F. Customer Responsibilities**

The Customer's active participation is vital to the success of the project. Customer shall participate in and attend all project meetings and follow through on all project tasks as assigned by project managers according to the agreed upon due dates and deadlines.

**a) Site Preparation**

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- i) SPOC - Customer will assign a Single Point of Contact (“SPOC”) for the duration of the project. The SPOC will have decision-making authority for matters related to the DeepSeas Services. The Customer’s SPOC will provide timely access to appropriate personnel or network information to assist in identifying users of systems and contact information and will facilitate the scheduling of interviews and information gathering sessions within the Customer’s organization. The Customer’s SPOC will provide DeepSeas with requested information promptly and take responsibility for the accuracy of all information supplied which DeepSeas relies on in its performance hereunder.
- ii) Documentation – Customer will provide DeepSeas with all relevant documentation and information as it pertains to the business requirements and current network infrastructure at the Project kickoff meeting. Provide all additional requested information including but not limited to the following:
  - (a) Device Inventory of in-scope Customer Assets List per the DeepSeas Customer Information Form.
  - (b) Provide a Completed Customer Provisioning Form with information such as internal IP address assignments
  - (c) Provide other documentation as requested by DeepSeas (e.g., Network Topology Diagram or excel spreadsheet identifying the IP address ranges and subnet mask for all network subnets, VLANs, DMZs, segments, branch offices, WAN connections and other similar information for each site or location within scope of the services)
  - (d) Asset Priority List assigning criticality of each device
  - (e) Zone Assignment List (if desired to be used by Customer)
- iii) Site Pre-configuration – Customer will perform all necessary site pre-configuration tasks as outlined in DeepSeas’ documentation (Site Preparation & Provisioning Guide).
- iv) Access – Customer will promptly make available all personnel, technical staff, system administrators, managers, vendors, contractors, and other resources required for the project. The customer agrees to immediately intercede where delays occur to meet project due dates and complete the project on schedule.
- v) Project Kick-Off Call - Customer will coordinate the project kick-off with the designated DeepSeas Project Coordinator and require all necessary stakeholders to be present.

**b) DeepSeas Data Collection Appliance Installation –**

The customer may opt for either a physical or virtual collector or other data collection appliance as applicable to the Services. The collector type being supported will be specified in Section G, Pricing.

- (i) Site Access – Customer will provide the necessary physical and/or system access required to complete the Services and make Customer’s assets (network, application, and users) available for testing at appropriate points in time for the Project.



- (ii) Physical Data Collection Appliance Install – Customer will perform the following tasks:
  - 1. Install the Collection Appliance into a location within their network where it can receive device logs via customer defined data paths.
  - 2. Provide power, rack space, cooling, network connectivity, and secure remote access according to manufacturer’s specifications for the DeepSeas Data Collection Appliance and as outlined in DeepSeas’ provisioning documentation.
  - 3. Power on the DeepSeas Appliance and verify normal operation upon system initialization.
  - 4. Work with DeepSeas to troubleshoot any connectivity problems between Data Collection Appliance and DeepSeas over Customer’s network.
- (iii) Virtual Data Collection Appliance Install – Customer will perform the following tasks:
  - 1. Provide a virtual environment for the Virtual Log Collector to be installed into Customer’s virtual environment, or cloud environment where it can receive device logs via customer defined data paths in accordance with the DeepSeas specifications.
  - 2. Work with DeepSeas to troubleshoot any connectivity problems between virtual CPE and DeepSeas over Customer’s network.

**c) Service Configuration/Deployment**

- i) Customer will install and deploy any necessary software, agents, applications, or images and configure log sources to communicate with the data collectors.
- ii) Customer will provide inbound remote access via encrypted protocol (SSH, VPN, or other) to each sensor, managed device, or management server at each Site and outbound connectivity from each Site via encrypted channel to allow remote connectivity for DeepSeas to perform the Services.
- iii) Customer will provide all necessary network access (logins, passwords) in a timely manner to DeepSeas for use during the Project.
- iv) Customer will configure devices at the correct log levels and send log data to the Log Collector.
- v) Customer will configure/re-configure device logging on Customer devices to ensure correct log receipt, parsing, logging level, software updates, and other changes requested by DeepSeas as deemed necessary to properly provide the Services.

**d) Post Implementation**

- i) Customer will identify customer staff to receive security alerts, escalations, responses, and notifications per DeepSeas’ requirements.
- ii) Customer will require staff involved with the project to receive training and education via video-based courses, documentation, and live or recorded training.

- iii) Customer will add and name DEEPSEAS's technical staff to any applicable Customer Support and or Maintenance Agreements to allow DEEPSEAS to contact any vendor on Customer's behalf. Customer will supply DEEPSEAS's Contact information, to vendors if requested by DEEPSEAS and as required by 3<sup>rd</sup> party vendors that support the customer's Covered Devices.

## G. DeepSeas Services Pricing & Term

DeepSeas will perform managed services on an annual fee basis, plus out-of-pocket expenses and the applicable administrative fees, installation fees, applicable taxes, and Shipping fees. See Table 3 and Table 4.

### a) Services Term

DEEPSEAS shall provide the Services for the following Services Term:

Initial Services Term: Number Months stated in the proposal

### b) Services and Pricing

DeepSeas shall provide the Services, and any included DeepSeas Data Collection Appliance for the charges stated in the contract (prices in US Dollars).

- In the event, Client exceeds the quantity of endpoints in contract, the quantity will automatically be increased, and Client will be charged for and will pay an additional per endpoint.
- Installation and shipping charges may be adjusted if the Client changes the installation location(s). The client will pay all travel costs, if any, associated with installing and maintaining any Appliance utilized in the provision of Services. All such travel costs shall be subject to the Client's prior written approval. Delivery of Product is FOB Destination. Shipping charges (including custom fees/tariffs, if applicable) will be added to the invoice. Standard shipment is Ground carrier rates. Client may request expedited delivery in cases of a short installation interval or storage due to a delayed installation, both of which are available for an additional charge.
- DeepSeas' fees are based on the scope and value of the Services, which are determined according to Client-specific needs and requirements. If, during the Services, DeepSeas is asked to perform services that exceed the scope of the Services as defined in this SOW, the Parties will execute a change order setting forth the additional Services and fees.
- DeepSeas reserves the right to modify the fees and charges assessed to Client for use of Services during a Renewal Term. Revised fees and charges will be effective beginning on the thirtieth (30th) day following delivery of notice of such revisions to Client. Should Client decide that it does not wish to obtain the Services for the revised fees and charges, (i) Client will notify DeepSeas of the same within thirty (30) days of receipt of notice of such revisions, (ii) the fees and charges will remain unchanged during the then current Renewal Term, and (iii) this SOW will terminate upon the natural expiration of the Renewal Term and will not otherwise automatically renew.
- Client shall begin installation on the date scheduled by DeepSeas and Client. If no such date is scheduled, DeepSeas will schedule delivery and installation based on DeepSeas' normal delivery and installation intervals.

### c) Invoicing:

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Partner will invoice Client beginning on the Effective Date of this SOW. Annual invoicing will occur at the contract's beginning with the exception of any time & materials based services which will be invoiced 1-month in-arrears. DeepSeas will invoice for any time & materials based services scope monthly. Invoices are payable via electronic funds transfer, within thirty (30) days of receipt of invoice, to the bank account indicated on the invoice. Payment/reimbursement for other pre-approved costs (e.g., third-party software licenses) shall also be invoiced.

- Any PO issued by Client and applicable to the services listed in this SOW shall be used for processing payment only, and any terms and conditions included in such purchase order shall not apply.

**d) Modification to Service Options**

- Covered Devices Change* - The Customer can increase the Covered Devices quantity anytime after the initial implementation phase via the Change Control Process. A one-time add-on charge will apply to each additional Covered Device added to the Services after the initial implementation phase, and monthly recurring charges for the Services will increase for the newly added Covered Devices.
- Covered Device True-Up* - A periodic true-up of the Baseline Covered Devices may be conducted by DeepSeas.
  - In the event the number of Covered Devices agreed upon in this SOW is lower than the actual number of devices providing log data identified in the true-up, the parties will execute a Change Order for the additional charges associated with the excess devices. The customer shall have 10 business days to accept the Change Order.
  - If The Customer does not accept the Change Order, DeepSeas shall remove the customer devices in excess of the established in-scope device counts. DeepSeas shall provide Customer 5 business days to decide on which excess devices to remove from the services, otherwise DeepSeas shall remove customer devices based on the most recent "First Seen Date".

## H. DeepSeas Appliances Deployed to Customer Premise

### 1. Supplier Provided Hardware

- Upon execution hereof, DeepSeas will order on Partner's behalf, the DeepSeas hardware which is identified in this section. Hardware included with the services shall remain the property of DeepSeas throughout the Term of the agreement.
- All hardware (if applicable) to be included with the Service is identified in the

### 2. Customer Provided

- Devices and systems not identified are deemed out of scope for the Services.
- The standard log output for all devices shall be assumed to be syslog, or other common log output.
- All hardware (if applicable) to be included with the Service is identified in the proposal:

### a) Disclaimers

Deepseas shall not be liable to client or any third party for: (i) any damage that client or any authorized user may suffer arising out of the use of or the inability to use the appliances unless such damage is caused by willful misconduct or a grossly negligent act of DeepSeas; (ii) the content of information or data provided or transmitted by client or any authorized user; (iii) appliance service impairments caused by acts within the control of client, its employees or authorized agents; (iv) interoperability of specific client applications; (v) client's inability to access or interact with other providers or their services through the

internet provided such inability is not directly caused by DeepSeas; and/or (vi) performance impairments caused on the internet provided they are not directly caused by DeepSeas.

Deepseas does not warrant that the appliances or appliance software will be free from impairments, disruption, viruses, errors, interruption, or failure, or that monitoring of such appliances, or appliance software will protect client against all possible security threats, including willful misconduct by third parties or by client or client's employees or agents. Deepseas does not warrant that the appliances, monitoring of such appliances, or appliance software will meet client's requirements or that they will be interoperable with client's or any third party's solutions, services, software, or applications.

Deepseas makes no warranties, express or implied with respect to the appliances or any appliance software provided by DeepSeas to client and used in connection with the services. Specifically, but without limitation, DeepSeas disclaims and makes no warranty to client whether express, implied, or statutory as to the merchantability, freedom from infringement, or fitness for any particular purpose of any appliance or appliance software. Furthermore, DeepSeas shall not be liable to the extent that any breach results from any act/omission of client, its employees, or agents.

**b) Intellectual Property of Appliances**

The Appliances and associated monitoring services incorporate and include certain intellectual property rights of DeepSeas, its affiliates, and its licensors, embodied in hardware, Appliance Software, and Appliance documentation, support, and employee expertise ("Appliance Intellectual Property"). In addition to any other rights of Client under the Agreement and licenses granted to Client under the Agreement, and without limiting such rights or licenses in any way, for the Term and purposes of this SOW, Client shall have a limited, non-exclusive, non-transferable license to this Appliance Intellectual Property for Client's use of the Appliances and associated monitoring services, including without limitation, for use in connection with work product and Deliverables as contemplated elsewhere in the Agreement. Client hereby agrees that it will not, or knowingly permit any third party to: (i) decompile, reverse engineer, copy, or disassemble the Appliance or Appliance Software; (ii) modify, destroy, rent, lease, loan, sell, or distribute all or any part of the Appliance Intellectual Property, Appliance manuals, or Appliance documentation; (iii) create derivative works -- excluding Deliverables, reports and work product -- based in whole or in part upon the Appliance Intellectual Property; or (iv) assist in the development of competing Appliances or Appliance Software and/or monitoring services of a third party utilizing Appliance Intellectual Property.

**d) Forensic Retention**

Client hereby grants DeepSeas the right to retain a copy of any data identified by DeepSeas, in its sole discretion, as malware or forensic data related to malware, including any data which contains embedded malware or is related to any Compromise or Incident. Client also hereby grants to DeepSeas and its successors and assigns a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to duplicate, sell, transmit, publish, modify, distribute, publicly display, summarize, alter, compile, and create derivative works of any such data. Client agrees that DeepSeas may sublicense or transfer all these rights to third parties provided either (a) such data is scrubbed to remove any identifiable connection to Client; or (b) if the retained data contains Confidential Information, such third parties agree in writing to the provisions of the Agreement regarding the treatment of Confidential Information.

**e) Additional Terms for Appliances**

If DeepSeas provides to Client any Appliance(s) in connection with the provision of any Services, Client shall safeguard the Appliance(s) and prevent damage to, or loss of, the Appliance(s). Client hereby assumes and shall bear the risk of theft, loss, destruction, or damage to the Appliance(s) from the time the Appliance is in its possession until the SOW is terminated or expires or DeepSeas removes the Appliances after an Incident as part of the normal course of providing Services during the Term or at the

request of the Client (whichever is sooner) and DeepSeas has obtained or received possession of the Appliance(s) in the same condition as they were in when DeepSeas provided them to Client, except for normal and reasonable wear and tear, as determined by DeepSeas in the exercise of its sole judgment and discretion ("Acceptable Condition"). Under no circumstances shall a nonfunctional or defaced Appliance be deemed to be in Acceptable Condition. Client will not make any modifications to the Appliance equipment used to provide the Service hereunder without the written permission of DeepSeas and will pay the cost of any repairs necessitated by unauthorized work.

DeepSeas will appropriately maintain all DeepSeas-installed Appliances through the duration of the Services covered by the Agreement. Client shall not modify, remove, or relocate any Appliance(s) without the written permission of DeepSeas, and Client shall pay all costs of any repairs or service work necessitated by unauthorized modification, or removal or relocation from the Client's premises or place of business where the Appliance is located. In the event an Appliance is stolen, lost, misplaced, damaged, or becomes nonfunctional, Client shall notify DeepSeas of such event promptly after it becomes aware, or should have been aware, of such event.

All DeepSeas-installed Appliances are required to have remote capabilities to allow remote maintenance and installation of software by DeepSeas personnel. In addition, Client will permit DeepSeas access to all Appliances on Client's premises used to provide the Services hereunder.

**f) Delivery, Inspection, Acceptance and Returns**

Appliances and any related Appliance products ("Products") will be shipped to delivery destination identified by the Client. Shipping charges will be added to the invoice and paid by the Client. Client shall inspect Products upon delivery and notify DeepSeas of any damaged Appliances received within fifteen (15) days of delivery. DeepSeas will exchange or replace damaged Appliances at DeepSeas' sole discretion. DeepSeas may accept the return of new, unopened, unconfigured Appliances in accordance with the DeepSeas Returns Policy. Custom-made products, special order items and cables cannot be returned. Appliance software ("Appliance Software") shall be deemed accepted by Client upon delivery.

**g) Appliance Security Interest**

DeepSeas hereby reserves a purchase money security interest in the Appliances and Products to secure payment of the purchase price, license fees and any related installation charges. The security interest shall continue in effect until such amounts are paid in full by Client.

**h) Appliance License**

DeepSeas hereby grants Client a non-exclusive, non-sub licensable, and non-transferable right to allow its employees, auditors, agents, and authorized vendors, and contractors (collectively "Authorized Users") to access an administrative interface to the Appliance and associated services during the Term solely for Client's internal purposes and not for the benefit of any third party except as may be otherwise provided for in the Agreement. For greater certainty, nothing in this paragraph shall restrict in any way any of the rights of the Client or licenses granted to the Client in the Agreement. Administrative access to the Appliance is limited to the Authorized Users, as defined in this SOW, to access and use the administrative components of the Appliance and Services. Client acknowledges and agrees that Client is solely responsible for ensuring that Authorized Users comply with the Agreement and this SOW, and Client shall be solely responsible for any breach of the Agreement or this SOW due to the willful misconduct or gross negligence of any Authorized User (except DeepSeas). Client shall make no attempt to, and shall not permit any affiliate, Authorized User, or third party to make any attempt to: (a) remove or modify any

markings or any notice of DeepSeas or its licensors' proprietary rights; (b) make the Appliances or Appliance Software, or any materials thereof available in any manner to any third party for use in the third party's business operations; (c) alter, adapt, modify, improve, or reverse engineer any part of the Appliances; (d) interfere in any manner with the installation, maintenance, or continued operation of the Appliances; (e) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing, or otherwise commercially exploit the Appliances or Appliance Software; or (f) otherwise use the Appliances or Appliance Software not in accordance with the Agreement or this SOW. Client acknowledges that, except as expressly set forth herein, DeepSeas has no delivery obligation and will not ship or otherwise transfer any copies of the Appliance Software to Client as part of the Appliance or services unless requested by Client.

**i) Appliance Software Licenses**

All Appliance Software distributed or licensed by DeepSeas is subject to applicable software license agreements (i.e., Appliance Software licenses) between the software publisher (including, as applicable, DeepSeas, its affiliates, or third parties) and Client. DeepSeas shall license or cause its affiliates to license, to Client the requisite license rights and terms and conditions with respect to such distributed Appliance Software as applicable. Client's compliance with any publisher's software licenses of such distributed Appliance Software is Client's responsibility. Client agrees to comply with and be bound by the terms and conditions of the applicable distributed Appliance Software in exchange for its use of such Appliance Software under the Agreement. If any such software is subject to shrink-wrap, click-through, on screen or similar license agreements that must be accepted during any installation or configuration service performed for Client by DeepSeas, Client authorizes DeepSeas to accept the terms of such agreements on behalf of Client.

**j) Appliance Warranties**

The Appliance warranties in this Section do not cover services required to repair damages, malfunctions or failures caused by (i) Client's failure to follow DeepSeas' or the Appliance manufacturers' instructions; (ii) Client's unauthorized repair, modifications or relocation of Appliance equipment used to provide monitoring services hereunder or the attachment to such equipment of non-DeepSeas authorized equipment; or (iii) Client's abuse, misuse, or grossly negligent acts.

**I. Term and Termination of SOW**

**b. Term of SOW**

- DeepSeas shall perform set-up and implementation for the Project, which will commence thirty (30) calendar days after the Effective Date.
- Services will have an Initial Services Term specified in Section G.A. – Services Term.
- The Initial Services Term will commence when DeepSeas begins triaging alerts from the Customer or ninety (90) days from the Effective Date, whichever is earlier.

**c. Termination of SOW**

Upon completion of the Initial Services Term, the Services will auto-renew for a twelve (12) month term ("Renewal Term") unless Partner provides prior written notice of non-renewal to DeepSeas no later than thirty (30) days prior to the expiration of the then-current Term. The Initial Services Term and any Renewal Term shall be the "SOW Term." The SOW Term may not be terminated early for convenience without incurring Termination Charges (defined below).



Partner may terminate this SOW upon a thirty (30) day notice under one of the following provisions:

1. In the event of a breach of any material term or condition of this SOW by DeepSeas where such failure continues un-remedied for thirty (30) days after Deepseas' receipt of such written notice.
2. For any reason other than DeepSeas' unresolved material breach by paying termination charges equal to (i) all charges and expenses incurred but not yet paid by Partner as of the effective date of termination and, in addition, (ii) an amount equal to the total Monthly Recurring Charges for the terminated Services for each month remaining in the SOW Term ("Termination Charge").

**d. Recovery of DeepSeas Appliances**

If Customer does not return the DeepSeas Appliances within 15 days of contract termination, DeepSeas will assess the replacement value of the CPE with an Invoice to Partner for the amount owed. Partner may invoice and collect payment from Customer for non-returned Appliances.

**J. Governance**

**a. Approval/Acceptance:**

DeepSeas shall validate the process steps to achieve acceptance of the Services in consultation with Partner during the implementation period for the Services. If the Customer begins receiving the Services, they shall be deemed "Accepted," unless otherwise noted by the Partner Project Manager or the Customer. If a problem develops, or if Partner notifies DeepSeas in writing of identifiable operational concerns, DeepSeas shall use commercially reasonable efforts to resolve the problem promptly. Once the problem has been resolved to the reasonable satisfaction of the Partner Project Manager, Deepseas may seek acceptance from the Partner Project Manager, which shall promptly be provided.

**b. Travel Expenses**

Travel, living, and project-related miscellaneous expenses will conform to the agreed upon Expense Reimbursement Policy as outlined in the Agreement. Such expenses are to be invoiced (along with original receipts) as additional expenses and will be charged to Partner at cost and as incurred within sixty (60) days of their occurrence. All travel will be approved in writing by the Partner Project Manager before being incurred.