

## **CYBERLEAF MASTER SERVICES AGREEMENT**

This Cyberleaf Master Services Agreement ("Agreement") is between Waterleaf International, LLC ("Waterleaf") and the Reseller ("Reseller") who accepts this Agreement, or accesses and/or uses the Products (as defined below). This Agreement governs Reseller's subscription to the Products, constitutes a binding contract in connection with any paid or Evaluation use of the Products.

This is a legal, enforceable contract between Reseller and Waterleaf, and by executing this MSA, and where no signature box is available, by clicking the "Log In" button to access the Products, or otherwise indicating Reseller's consent to the MSA electronically or through access or use of the Products (and such time "Effective Date"), Reseller expressly agrees to be bound by this MSA. If Reseller is entering into this MSA on behalf of another entity or person, Reseller hereby represents to Waterleaf that Reseller has the authority to bind Reseller and its affiliates to this MSA through such consent or use of the Products. If Reseller does not have such authority, or if Reseller does not agree to this MSA, Reseller may not subscribe to or use the Products.

Waterleaf may amend this MSA from time to time in its sole discretion, in which case the new MSA will supersede prior versions. Reseller's continued use of the Products following the posting of updated terms of the MSA means that Reseller accepts and agrees to the changes.

1. **APPOINTMENT AS A RESELLER.** On the terms and subject to the conditions set forth herein, Waterleaf appoints Reseller as an independent, non-exclusive authorized reseller of its cybersecurity offerings, incorporating Waterleaf's services, third-party software, products and services (together "**Products**") as and when quoted in the geographic area or territory identified in accepted Orders, as modified in writing from time to time with Waterleaf's written consent (the "**Market**"), and Reseller hereby accepts such appointment.

Reseller shall act as an independent agent of the Products, with the non-exclusive right and responsibility to market, promote, resell, use and provide client support for the Products solely to third party End Users within the Market. All Products shall be offered in accordance with a written subscription plan and User license agreement signed by both Reseller and End User, and which contains terms no less protective of Waterleaf's rights than those set forth in this agreement, Orders, and related terms as

posted on [www.cyberleaf.io/legal](http://www.cyberleaf.io/legal). For purposes of this Agreement, the term "**End User**" means a person or entity that desires to use or acquire the Products for its own use, rather than for resale or distribution. Reseller may not authorize or appoint any dealers, sub-Agents, Resellers, representatives, subcontractors, or other third parties to advertise, promote, resell, or distribute the Products without prior written approval from Waterleaf.

Reseller may extend its rights and obligations to its Affiliates, subsidiaries and Franchises by execution of Service Orders.

All rights not specifically granted by Waterleaf hereunder are reserved by Waterleaf. Without limiting the generality of the foregoing, Waterleaf reserves the right to advertise, promote, market and distribute the Products, and to appoint third parties to advertise, promote, market and distribute the Products, worldwide, including in the Market. Further, Waterleaf reserves the right, in its sole discretion, at any time, to modify any or all of the Products it offers, or to discontinue the service, support of publication, distribution, sale or licensing of any or all of the Products without liability of any kind.

2. **CONSIDERATION, ORDERS AND DELIVERY.** Initial pricing ("**Price**") for Products shall be established by quote or Order, and modified by subsequent quarterly product and pricing tables made available to Reseller in writing, by electronic notice, or as posted on [www.cyberleaf.io](http://www.cyberleaf.io).

Reseller acknowledges that Waterleaf has the right at any time to modify the Agreement (or any portion thereof, including the Products, fees and rates set forth in this Agreement or any Order); provided, however, that Waterleaf will provide notice of any modifications at least thirty (30) days' notice prior to the Term for which such modifications apply. Except as otherwise mutually agreed in writing, Waterleaf shall ship or electronically deliver Products upon acceptance of Reseller's written order and payment in full of any initial and non-recurring charges. Reseller shall pay Waterleaf for the Products in U.S. dollars in by wire transfer, ACH, or in such other manner as Waterleaf may approve. Orders requiring physical delivery shall be shipped F.O.B. Waterleaf's warehouse.

Reseller agrees to utilize Waterleaf's standard order process, as amended by Waterleaf from time to time, to execute related subscription and services agreements, and to provide all End

User information required by such process. Waterleaf will send email confirmation(s) for order acceptance including the net payment amounts and payment schedule for the Order. Reseller may not cancel or amend an order once it has been received by Waterleaf without Waterleaf's written consent.

Except as otherwise mutually agreed in writing, Reseller shall be responsible for its' costs associated with its performance of this Agreement. All freight, insurance, fees, duties, taxes and similar charges applicable to Reseller shall be the responsibility of the Reseller. Reseller will indemnify and hold Waterleaf harmless from any obligation to pay any governmental entity any employer statutory taxes, withholding taxes, social security taxes or other taxes, levies or duties in connection with Reseller's performance under this Agreement, and from any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or resulting therefrom.

3. **BILLING AND COLLECTIONS.** Waterleaf will direct bill Reseller monthly or annually in advance as specified in the Orders for Products and Reseller shall pay timely in the form agreed between the Parties. Failure to pay amounts due within terms established in the Subscription Agreement may result in the suspension or termination of services to the Reseller or any related End User account. Such suspension or termination will not relieve Reseller of any obligations under this Agreement.

#### 4. **MARKETING AND PROMOTION OF PRODUCTS**

a. **Branding.** Reseller shall have the right to utilize the Cyberleaf brand name related exclusively to the presentation and delivery of the Products, whether such products are offered under a Waterleaf brand or as a part of services delivered by Reseller under its own brand. If Reseller elects to offer the Cyberleaf Products under its own brand, alone or in combination with other services it provides, any rights conveyed to utilize the Products, brand elements, marketing materials or make any other representation related to the Products shall cease in the event of non-payment or termination of this agreement by either Party. The use of the Cyberleaf and or Waterleaf name and any representations of capabilities of Waterleaf products and services by the Reseller are subject to review and written approval by Waterleaf.

b. **Promotion.** Reseller shall market and promote Products to End Users in the Market.

c. **Marketing Practices.** Reseller and any approved sub-Resellers will at all times perform hereunder in an ethical and professional manner and in accordance with this Agreement, any applicable laws or federal acquisition regulations, and any Cyberleaf™ MASTER SERVICES AGREEMENT (rev 20250724.1)

guidelines issued by Waterleaf. Reseller will: (a) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of Waterleaf; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to Waterleaf, the Products or the public, including but not limited to disparagement of Waterleaf or the Products; (c) make no false or misleading representation with respect to Waterleaf or the Products; and (d) make no representations with respect to Waterleaf or the Products that are inconsistent with Waterleaf's end user license agreement for the Products, promotional materials and other literature distributed by Waterleaf, including all liability limitations and disclaimers contained in such materials.

d. **Promotional Materials.** Reseller consents to the listing of its business name, address, phone number and web site addresses in such Waterleaf advertising and promotional materials as Waterleaf may determine in its sole discretion, including product literature and Waterleaf's web sites. During the term of this Agreement, Waterleaf may provide to Reseller promotional materials with respect to Products. Reseller may not use the promotional materials for any purpose other than advertising and promoting the Products to End Users in the Market. Notwithstanding anything to the contrary herein, Reseller may not distribute any Reseller-created promotional materials with respect to Waterleaf or the Products without Waterleaf's prior written approval of such materials.

e. **Permits, Licenses and Compliance with Laws.** Reseller will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws, rules and regulations in the performance of this Agreement. Without limiting the generality of the foregoing, Reseller will comply with all applicable export laws. Without limiting the foregoing, Reseller agrees that it will not knowingly export or re-export any Work Product or Products to any Country unless prior written consent is given.

f. **Privacy/Data Collection.** Reseller will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect, and indemnify Waterleaf related to its handling of, any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing or alteration. Reseller will act only on Waterleaf's instructions in relation to the collection, use, disclosure and processing of any such End User data, but in all instances in accordance with all applicable laws, rules, regulations and Waterleaf's privacy policies.

5. SUPPORT SERVICES. At Reseller's own expense, Reseller agrees to provide sufficient staffing and obtain the necessary training from Waterleaf so that Reseller can provide consulting and education services concerning the Products and can provide Support to End Users. For purposes of this Agreement, the term **"Support"** shall include, but not be limited to, Product planning, deployment, post installation L1/L2 technical support, and related End User facing support activities. Waterleaf shall provide initial training, L3 technical support and, if desired, billable professional services to Reseller's designee in accordance with this Agreement. Reseller shall be responsible for ensuring that End Users have sufficient internal skills and resources, or third-party service providers, to provide all support services to its end users. Additional responsibilities for each party are defined in Exhibit 1: Service Responsibilities.

6. END USER AGREEMENT. 1.5 Waterleaf may make third-party products (including third-party extensions) available to End User as part of the Products. End User's use of such Third-Party Products is subject to the terms and conditions of the third-party licensor of such third-party products, in accordance with and as further specified in the General Terms. The current Third-Party Product terms and conditions shall be available from each supplier's website, with reference only copies provided at <https://cyberleaf.io/legal>. End Users shall be required to accept terms of all EULAs prior to use.

7. SALE OF SERVICES. Waterleaf shall provide Products and services directly to End Users as designated and licensed through Reseller. Implementation of End User Reseller requests shall be documented and explained from Reseller directly, with Waterleaf providing only support as defined in the Cyberleaf Reseller Support Program or equivalent in effect at the time. Waterleaf is not responsible for sales related interaction with End User clients unless specifically authorized by Waterleaf. Reseller will notify Waterleaf immediately if it is unable to respond effectively to any End User request.

8. OWNERSHIP. As between Waterleaf and Reseller, all rights title and interest in and to the Products and associated Waterleaf promotional materials and documentation, including without limitation all copyrights, patent rights, trademark and service mark rights, trade secret rights and other intellectual property rights are and will remain the property of Waterleaf or their rightful providers, and such items may only be used by Reseller as expressly permitted hereunder. Reseller shall not remove, alter or otherwise modify any copyright, trademark or other notices of proprietary interest contained in the Products, Waterleaf promotional materials and/or documentation without prior written consent

## 9. CONFIDENTIAL INFORMATION

a. "Confidential Information" Defined. "Confidential Information" includes: (a) the Products; (b) any personally identifiable data or information regarding any End User; (c) any and all information disclosed by Waterleaf to Reseller, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (d) any notes, extracts, analyses or materials prepared by Reseller which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (e) the terms and conditions of this Agreement. "Confidential Information" does not include information received from Waterleaf that Reseller can clearly establish by written evidence: (x) is or becomes known to Reseller from a third party without an obligation to maintain its confidentiality; (y) is or becomes generally known to the public through no act or omission of Reseller; or (z) is independently developed by Reseller without the use of Confidential Information.

b. Reseller's Obligations. Reseller will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, Reseller will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly provided in this Agreement, Reseller will not use, make or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of Waterleaf. In the event that Reseller is required to disclose Confidential Information pursuant to law, Reseller will notify Waterleaf of the required disclosure with sufficient time for Waterleaf to seek relief, will cooperate with Waterleaf in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

10. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, MADE TO THE END USER IN THE APPLICABLE WATERLEAF END USER AGREEMENTS, WATERLEAF MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED. WATERLEAF DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW STATUTE, USAGE, TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION

CONCERNING THE PRODUCTS OR THE MEDIA ON WHICH PRODUCTS ARE SUPPLIED. RESELLER WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF WATERLEAF. CYBERLEAF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, DETECT, OR IDENTIFY ALL THREATS, CONFIGURATION ERRORS, VULNERABILITIES, MALWARE, OR MALICIOUS SOFTWARE, OR THAT IT WILL RESTORE CONTROL OF SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED, AND END USER AND ITS AFFILIATES WILL NOT HOLD CYBERLEAF RESPONSIBLE FOR ANY OF THE FOREGOING OR ANY CONSEQUENCES THEREOF. END USER ASSUMES ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE OFFERING AND ACKNOWLEDGES THAT THE USE OF THE OFFERING, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH CYBERLEAF'S INSTRUCTIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT CYBERLEAF WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, OFFERING DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE OFFERING.

11. LIMITATION OF LIABILITY. WATERLEAF'S AGGREGATE LIABILITY TO RESELLER UNDER THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, IS LIMITED TO THE COMPENSATION PAID TO RESELLER FOR THE MONTH IMMEDIATELY PRECEDING INITIAL CLAIM. IN NO EVENT SHALL WATERLEAF BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, TANGIBLE OR INTANGIBLE LOSS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF WATERLEAF HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

12. INDEMNIFICATION BY RESELLER. Reseller will indemnify, defend and hold harmless Waterleaf from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Reseller relating to its activities in connection with this Agreement, Reseller's breach of this Agreement, or Reseller's misrepresentations relating to Waterleaf, the Services, Products, or this Agreement, regardless of the form of action. Reseller will be solely responsible for any Cyberleaf™ MASTER SERVICES AGREEMENT (rev 20250724.1)

claims, warranties or representations made by Reseller or Reseller's representatives which differ from the warranties provided by Waterleaf in the applicable end user license agreement.

13. INFRINGEMENT. Waterleaf agrees to defend or, at its option, settle any claim or action against Reseller to the extent arising from a third-party claim that a permitted use of a Product by End Users infringes any U.S. patent or copyright, provided Waterleaf has control of such defense or settlement negotiations and Reseller gives Waterleaf prompt notice of any such claim and provides reasonable assistance in its defense. In the event of such a claim of infringement, Waterleaf, at its option, may provide Reseller with substitute Products reasonably satisfactory to Reseller to replace those affected Products then in Reseller's inventory. Waterleaf will not be liable under this Section if the infringement arises out of Reseller's activities after Waterleaf has notified Reseller that Waterleaf believes in good faith that Reseller's activities will result in such infringement. The foregoing states the entire liability of Waterleaf with respect to infringement of intellectual property rights.

14. RESELLER SUPPORT. Waterleaf shall offer Reseller technical training for the Products from time to time upon reasonable request from Reseller at Waterleaf's then-current charges for such training. All training will be online or at Waterleaf's offices unless Waterleaf, in its sole discretion, agrees to offer training at another location or virtually.

15. TRADEMARKS. "Waterleaf Trademarks" means all names, marks, logos, designs, and other brand designations used by Waterleaf in connection with its products and services. In performing its obligations hereunder, Reseller may refer to the Products by the associated Waterleaf Trademarks, provided that such reference is not misleading and complies with any guidelines issued by Waterleaf. Reseller is granted no right. Title or license to, or interest in any Waterleaf Trademarks. Reseller acknowledges and agrees that any use of the Waterleaf Trademarks by Reseller will inure to the sole benefit of Waterleaf. If Reseller acquires any rights in any Waterleaf Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to Waterleaf, assign such rights to Waterleaf along with all associated goodwill.

16. RELATIONSHIP OF PARTIES. This Agreement does not constitute either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate the other in any manner whatsoever. Reseller acknowledges and agrees that its relationship with Waterleaf is that of an independent contractor, and Reseller will not act in a manner that expresses or implies a relationship other than that of an independent contractor. Reseller has no authority to assume or create any

obligation for or on behalf of Waterleaf, express or implied with respect to the Products or otherwise. Waterleaf and Reseller acknowledge and agree that: (a) Reseller is permitted to promote and sell products and services of companies other than Waterleaf; (b) Reseller is not required to promote Waterleaf products or services exclusively; and (c) Reseller's decision to devote all or some of its business efforts to the products or services of any particular company is solely in the discretion of Reseller.

#### 17. TERM AND TERMINATION

a. Term. This Agreement shall be effective for a term of one year from the Effective Date. It shall be automatically extended for further one-year terms unless either party gives written notice to the other at least 60 days before the expiration of the initial or any renewal term of the party's intent not to renew.

b. Termination. Notwithstanding anything in this Agreement that may be interpreted to the contrary, Waterleaf may terminate this Agreement without cause and without liability upon 60 days' prior written notice to Reseller. Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 30 days of written notice that specifies the breach.

c. Effect of Termination. Upon termination of this Agreement, Reseller will cease all advertising, marketing and resale of the Products. Termination of this Agreement will not affect either party's rights or obligations, including Reseller's right to continue resale of the Products to End Users that have an active Subscription Agreement prior to the effective date of the termination, so long as such resale shall continue to comply with all terms of this Agreement including, but not limited to, timely payment. Upon termination or expiration of the Agreement for any reason, all hardware and software installed by Cyberleaf on an End User Network that were required to deliver the Services are the property of Cyberleaf and Reseller will surrender and return such hardware and software to Cyberleaf upon request at Reseller expense.

d. No Liability for Termination. Neither party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section 17. Reseller acknowledges and agrees that Waterleaf is not responsible for Reseller's dependence on revenues hereunder. And Reseller agrees to release, hold harmless and indemnify Waterleaf from any and all claims and liabilities relating to Reseller's revenues, financial forecasts or economic value that may result from any termination of this Agreement by Waterleaf as permitted hereunder.

e. Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

#### 18. NON-SOLICITATION

a. Except as otherwise provided by law, neither Reseller nor End User shall, without the prior written consent of Waterleaf, directly or indirectly solicit or induce for employment or hire any personnel employed by Waterleaf during the Term of this Agreement and for a period of one (1) year following expiration of this Agreement.

b. Reseller agrees that it would be very difficult or impossible to ascertain the actual amount of damages resulting from breach of this provision by Reseller. Therefore, in the event Reseller or End User violates this provision, Reseller shall immediately pay to Waterleaf as liquidated damages an amount equal to 300% of employee's total annual compensation, and Waterleaf shall have the option to terminate this Agreement upon notice and without further liability to Reseller. The Parties intend that the amount of the liquidated damages reflected herein constitute compensation and is not intended as a penalty and is reasonably calculated based upon the projected costs would incur to identify, recruit, hire and train suitable replacements for such personnel.

19. ASSIGNMENT. Neither this Agreement nor any rights or obligations of Reseller hereunder shall be assignable or transferable by Reseller, in whole or in part, by operation of law or otherwise, without the prior written consent of Waterleaf. Any attempted assignment, subcontract or other transfer of this Agreement or any of Reseller's rights or obligations hereunder will be void ab initio and will be considered a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

20. NOTICES. Any notices or other communications required or permitted hereunder shall be in writing and personally delivered at the principal business addresses designated at the beginning of this Agreement, or mailed by registered or certified mail, return receipt requested, postage prepaid, at the address set forth above, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notwithstanding the foregoing, Waterleaf may give notice of changes in Prices, Service offerings, Product descriptions, order procedures, delivery procedures and other routine events and procedures electronically or by way of printed materials or newsletter.

21. **FORCE MAJEURE.** Waterleaf shall not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; actions of the elements; epidemics, telecommunication system failure; war; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing. Reseller shall be required to accept any delayed shipment. Lack of service, or delivery made within a reasonable time.

22. **GOVERNING LAWS; ATTORNEYS' FEES.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, U.S.A. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the federal or state courts located in the State of Florida, County of Lee. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive jurisdiction of such courts. If any legal action or proceeding is initiated, the prevailing party shall be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled.

23. **EQUITABLE RELIEF.** Reseller acknowledges that any breach or threatened breach of this Agreement involving an unauthorized use of Confidential Information or Waterleaf intellectual property will result in irreparable harm to Waterleaf for which damages would not be an adequate remedy, and

therefore, in addition to its rights and remedies otherwise available at law, Waterleaf will be entitled to seek injunctive or other equitable relief, as appropriate, and Reseller hereby waives the right to require Waterleaf to post a bond. If Waterleaf seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by Reseller involving an unauthorized use of Confidential Information or Waterleaf intellectual property, Reseller agrees that it will not allege in any such proceeding that Waterleaf's remedy at law is adequate. If Waterleaf seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will Waterleaf be deemed to have made an election of remedies.

24. **ENTIRE AGREEMENT; WAIVER; SEVERABILITY.** This Agreement, in conjunction with the Terms and Conditions, Orders and related terms as posted on [www.cyberleaf.io](http://www.cyberleaf.io), constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements or understandings, both oral and written, between the parties with respect thereto. This Agreement may not be modified or amended except by an instrument in writing executed by each of the parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, their Resellers or employees but may be waived only by an instrument in writing signed by an officer of the waiving party. No waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with all terms and provisions remaining in full force and effect.



## Exhibit 1: SERVICE RESPONSIBILITIES

### 1. SERVICE RESPONSIBILITY OF WATERLEAF

- 1.1 Waterleaf shall monitor and provide services on a 24/7 basis, unless otherwise specified in the Order.
- 1.2 If Products which are not provided 24/7 are requested by Reseller outside normal business hours, Waterleaf shall provide such requested service subject to the availability of its representatives, according to the terms and conditions set forth in an Order.
- 1.3 Waterleaf offers service level agreements with respect to certain Products. The service level agreements that Waterleaf offers with respect to the Products are located at <https://cyberleaf.io/legal>, as may be updated from time to time (the “Service Level Agreements” or “SLAs”).
- 1.4 Waterleaf shall be obligated to provide Purchased Products only at the Service Site(s) in the Order, as amended in writing between the parties. If the Reseller desires to relocate, add or remove locations, the Reseller shall give appropriate notice to Waterleaf of its intention to relocate fourteen (14) days in advance. Waterleaf reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Reseller. Such right includes the right to refuse service to Network at the relocation and/or new site.

### 2. RESELLER RESPONSIBILITIES

- 2.1 Reseller will ensure that End User or its designated representative:
  - (a) provides Cyberleaf with the necessary remote access to the Network to enable Cyberleaf’s representatives to deliver the Services, cooperate with Cyberleaf to facilitate installation of any necessary hardware, virtual machines, or similar items to deliver the Services, make necessary device setting changes (e.g., sending syslogs to SIEM) and similar modifications to enable the Services.
  - (b) promptly notifies Cyberleaf of any events or incidents that could impact the Services and/or service needs.
  - (c) informs Cyberleaf of any modification, installation, or service performed on the Network by individuals not employed by Cyberleaf to assist in providing an efficient and effective Network support response time.
  - (d) designates a managerial level representative to authorize all Support Services. Whenever possible, said representative shall be present whenever a Cyberleaf representative is on-site.
  - (e) establishes and adheres to a maintenance window to allow for proper system maintenance, patching and reboots.
- 2.2 Reseller shall be responsible for:
  - (a) Periodic reboots for devices such as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. Such reboots are managed by Reseller.
  - (b) Activities as defined in the Cyberleaf Responsibility Matrix, as agreed during on-boarding and updated from time to time.
  - (c) Restoration of lost data caused by systems or hardware failure is outside the scope of this Agreement and will be managed by Reseller.

### 3. SERVICE LIMITATIONS. In addition to other limitations and conditions set forth in this Agreement, the Products are limited to only those expressly stated in Orders and are subject to the following limitations:

- 3.1. Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are not included in the Fees and outside the scope of this Agreement. Advisory and consulting services, including assistance with incident and threat remediation, are provided by Cyberleaf on a time and material or project basis, which may be requested and purchased through the Reseller Account. Any services provided under this Section 3.1 shall be subject to the terms of such order as agreed between the Parties, including services, deliverables, scope, and cost. Forensic analysis, threat hunting, and offensive development of tools are specifically excluded from the Cyberleaf service unless contracted separately.
- 3.2. Except as otherwise stated in the Order, all server, network device, and software upgrades are outside the scope of this Agreement.
- 3.3. Manufacturer warranty parts and labor/services are outside the scope of this Agreement.
- 3.4. This Agreement and the Products herein are contingent on Cyberleaf having secure remote access into End User’s network, continuous Internet connectivity to End User locations, and a server installed at each End User location. Depending on the remote access solution used, additional charges may apply to the Products.

- 3.5. Support services requested by Reseller that outside the scope of this Agreement may not be exchanged for days or services within this Agreement. If such requests, such support will be provided on either a time and material or project basis.
- 3.6. As part of the initial review and onboarding, Waterleaf may make recommendations or request network changes to facilitate proper operation of Products. However, Waterleaf is not responsible for design, operation, or maintenance of Reseller or End User networks.
- 3.7. Waterleaf shall not be responsible to Reseller or End User for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or configurations which have been made to the Network other than by authorized representatives of Waterleaf. Reseller shall promptly notify Waterleaf of any changes it makes to the Network which may impact the Products.
- 3.8. Waterleaf reserves the right to suspend or terminate service for any device that exceeds usage guidelines on an extended and recurring basis.