



**CyberleafSM Cybersecurity-as-a-Service
Customer Service Agreement**

Customer Information

Customer Name	
Address	
Address 2	
City, State Zip	
Customer Representative / Contract Manager	Name: Phone: Email:
Effective Date	
Term	<input type="checkbox"/> Annual / Twelve (12) months or <input type="checkbox"/> Monthly / One (1) month

Acceptance and Authorization

The Parties below have executed this Order as of the Effective Date.

Waterleaf International, LLC	
Signature:	Signature:
Printed Name: David Levitan	Printed Name:
Title: President and COO	Title:
Date:	Date:

This Order ("Order") is made as of the date set forth above ("Effective Date") by and between the entity listed above or in the Standard Form 1449 or such other document provided by an authorized entity of the United States Federal Government that has been mutually executed by the parties for Services ("Customer") located at the address shown above and Waterleaf International, LLC ("Waterleaf"), located at

11571 Majestic Palms Blvd, Suite 110, Fort Myers, Florida 33908 (together, the "Parties"). This Order may include services and products, including third-party products, marketed and sold under the Cyberleaf^(SM) brand ("Offerings" or "Cyberleaf"). For purposes of this agreement, Waterleaf shall refer to the company and Cyberleaf shall refer to the Offerings and the organizational unit directly providing the Offerings.

This Order is issued under and incorporates the Cyberleaf General Terms and Conditions attached hereto (the "General Terms"). Capitalized terms used but not defined herein shall have the meaning given to them in the General Terms.

This Order, its Appendices, the General Terms, all attached hereto and any subsequent Orders are collectively referred to as the "Agreement."

1. Services

1.1. Waterleaf will make available the Offerings set forth in Appendix A as may be updated from time to time for purchase by Customer under the terms of the Agreement.

1.2. In consideration for payment of the fees specified in Appendix C in accordance with the GSA Schedule Pricelist, and subject to Customer's compliance with the terms of the Agreement, Customer has the right to access and use the Purchased Offerings specified in Appendix C.

1.3. In addition, at any time during the Term, Customer may order additional or supplemental services from the Offerings specified in Appendix A on the terms and conditions set forth in this Agreement. To access and purchase the additional Offerings, Customer must place orders through the Customer portal or their authorized reseller. Only authorized users will be permitted to order additional or supplemental services.

1.4. Customer may reduce quantities of services by advance written notification to Waterleaf or through Customer portal, with any such changes taking effect at the end of the Service Period as defined in Section 2. All quantities are subject to minimum quantities as specified in Appendix C.

1.5. Waterleaf offers service level agreements with respect to certain Offerings. The service level agreements that Waterleaf offers with respect to the Offerings are attached hereto (the "Service Level Agreements" or "SLAs").

1.6. Waterleaf may make Third-Party Products (including Third-Party Extensions) available to Customer under this Order as part of the Offerings. Waterleaf makes such Third-Party Products available as a convenience to its customers only. Third-Party Products may have terms and conditions of the third party licensor of such Third-Party Products different from these terms, in accordance with and as further specified in the General Terms. Copies of such terms and conditions will be located at <https://cyberleaf.io/legal>. Nothing herein shall bind the

Customer to any Third-Party terms unless the terms are provided for review and agreed to in writing by all parties.

2. Term

This Order shall be effective as of the date of Effective Date and shall remain in effect for an initial term as indicated on the first page of this Agreement, beginning on the first day of the month following the delivery of the order not to exceed one (1) year from the effective date unless earlier terminated in accordance with the terms of the Agreement (the "Term"). Thereafter, the Term may be renewed for a term equal to the initial Term by executing a written order for the renewal term. Within in the Term, a single month of service shall be defined as a Service Period. Any orders placed after Customer gives notice of intent not to renew are subject to Waterleaf acceptance in Waterleaf's sole discretion.

3. Fees

3.1. As of the Effective Date, Customer is subscribing to the Purchased Offerings identified in Appendix C for the Fees and Term set forth in that Appendix in accordance with the GSA Schedule Pricelist. The subscription Fees for such Purchased Offerings shall be billed and payable upon execution of the order upon the 10th day after the designated billing office receives a proper invoice, unless a State or Local Ordering Activity expressly agrees in writing to advance billing and that advance billing is authorized by the applicable State or local law. . Each payment thereafter shall be due for first any renewal period upon the 10th day after the designated billing office receives a proper invoice, unless a State or Local Ordering Activity expressly agrees in writing to advance billing and that advance billing is authorized by the applicable State or local law. . Appendix A sets forth rates and pricing in accordance with the GSA Schedule Pricelist that apply to additional and supplemental Offerings that may be purchased by Customer during the Term.

3.2. Any additional or supplemental Offerings requested by Customer shall be charged to Customer as an additional charge based on the applicable Fees for the Offering. Any additional billing charges associated with such supplemental Offerings will be invoiced on or before the end of month in which they are ordered, with payment due on the later of within ten (10) days of service initiation or upon the 10th day after the designated billing office receives a proper invoice. Additional or Supplemental Offerings that are delivered on a monthly service basis shall have a Term that expires concurrently with the Purchased Offerings and shall be subject to the same renewal provisions specified in Section 2. Term.

3.3. Waterleaf or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

3.4. Reserved

4. Changes

4.1. Waterleaf may non-materially modify the Agreement (or any portion thereof, provided, however, that Waterleaf will provide notice of any modification at least 30 days prior to the Term for which such modifications apply. Any material updates to this agreement shall be presented to GSA's cognizant contacting officer for review and will not be effective unless and until both parties sign a written agreement updating these terms

4.2. By continuing to use the Services after the effective date of any such modifications to the Agreement, Customer agrees to be bound by the non-materially modified terms.

4.3. If Customer elects to terminate this Agreement in accordance with this Section 4, Customer may continue to utilize the Purchased Offerings for the longer of up to two months or the remainder of the current Term, so long as all fees are paid current throughout that timeframe.

5. Devices Covered

5.1. Waterleaf will provide the Purchased Offerings for the types of Customer devices listed in Appendix B (the "Network"). For purposes of this Agreement, the Network shall include the devices at all locations set forth in Appendix B (the "Service Sites"). Customer may add covered devices at any time by notification of Waterleaf and execution of a service order. Any additional types of devices added to the Network without the consent or acknowledgment of Waterleaf are out-of-scope and will not be supported or subject to SLA terms by Waterleaf under this Agreement.

6. Conditions of Service

6.1. Customer agrees to cooperate with Waterleaf and make available authorized and properly qualified internal or third-party resources to support all install activities and onboarding of services. Any required information, including accurately filling out Cyberleaf questionnaires, shall be provided in a timely manner.

6.2. As part of the initial review and onboarding, Waterleaf may make recommendations or request network changes to facilitate proper operation of

Offerings. However, Waterleaf is not responsible for design, operation, or maintenance of Customer networks.

6.3. Waterleaf shall not be responsible to Customer 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. Customer shall promptly notify Waterleaf of any changes it makes to the Network.

6.4. Waterleaf reserves the right to temporarily suspend this Agreement upon notice to Customer if, in its sole discretion, conditions at a Service Site pose a health or safety threat to any representative of Waterleaf. Waterleaf also reserves the right to suspend or terminate service for any device that exceeds usage guidelines on an extended and recurring basis in accordance with the Contract Disputes Act.

7. Service Responsibility of Waterleaf

7.1. Waterleaf shall monitor and provide services on a 24/7 basis, unless otherwise specified in Appendix A. Waterleaf shall provide scheduled remote and onsite support services in accordance with this Agreement.

7.2. If Offerings which are not provided 24/7 are requested by Customer 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 this Agreement.

7.3. Waterleaf shall be obligated to provide Purchased Offerings only at the Service Site(s) set forth in Appendix B. If the Customer desires to relocate, add or remove locations, the Customer shall give appropriate notice to Waterleaf of its intention to relocate sixty (60) days in advance. Waterleaf reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Customer. Such right includes the right to refuse service to Network at the relocation and/or new site.

8. How to Contact Service Desk

Customer may report incidents and make request for support to the Cyberleaf service desk through the following channels:

Telephone: 239-984-6387

Email: support@cyberleaf.io

9. Customer Responsibilities

9.1. Customer shall provide Cyberleaf with the necessary remote access to the Network to enable Cyberleaf's representatives to deliver the Services.

9.2. Customer will cooperate with Cyberleaf to facilitate installation of any necessary hardware, virtual machines, or similar items to deliver the Services.

9.3. Customer will make necessary device setting changes (e.g., sending syslogs to SIEM) and similar modifications to enable the Services.

9.4. Customer will promptly notify Cyberleaf of any events or incidents that could impact the Services and/or any supplemental service needs.

9.5. Customer will inform 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.

9.6. Customer will designate a managerial level representative to authorize all Support Services. Whenever possible, said representative shall be present whenever a Cyberleaf representative is on-site. This contact information shall be outlined in the Customer Information table in this Agreement, and it is the Customer's responsibility to inform Cyberleaf of any changes made to this representation thirty (30) days in advance.

9.7. Customer will establish and adhere to a maintenance window to allow for proper system maintenance, patching and reboots.

10. Service Limitations

In addition to other limitations and conditions set forth in this Agreement, the Offerings are subject to the following limitations:

10.1. 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 Customer Account. Any services provided under this Section 10 shall be subject to the terms of the GSA Schedule Contract, 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 per the terms of this Section 10.

10.2. Except as otherwise stated in Appendix C of this Order, all server, network device, and software upgrades are outside the scope of this Agreement.

10.3. Manufacturer warranty parts and labor/services are outside the scope of this Agreement.

10.4. 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 Customer.

10.5. Virus mitigation will be managed by Customer.

10.6. Restoration of lost data caused by systems or hardware failure is outside the scope of this Agreement and will be managed by Customer.

10.7. This Agreement and the Services herein are contingent on Cyberleaf having secure remote access into Customer's network, continuous Internet connectivity to Customer locations, and a server installed at each customer location. Depending on the remote access solution used, additional charges may apply to the Purchased Offerings.

10.8. Support services requested by Customer that outside the scope of this Agreement may not be exchanged for days or services within this Agreement. If such requests are accepted by Cyberleaf, such support will be provided on either a time and material or project basis in accordance with the GSA Schedule Contract.

11. Opt-Out/Termination

11.1. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Waterleaf shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon notice of termination, Customer shall be responsible for payment of all Fees up to the end of the notification period.

11.2. Upon termination or expiration of the Agreement for any reason, all hardware and software installed by Cyberleaf on the Customer Network that were

required to deliver the Services are the property of Cyberleaf and Customer will surrender and return such hardware and software to Cyberleaf.

12. Non-Hire

12.1. Except as otherwise provided by law, Customer shall not, without the prior written consent of Waterleaf, directly 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, provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

12.2. Reserved.

Appendix A

Cyberleaf Offerings and Pricing Structure

The fees for the Offerings are based upon several key factors:

1. Base program fee that includes monitoring of:
 - a. All network devices billed on a per user endpoint price per month
 - b. Servers billed on a per server price per month, and
 - c. Network appliances (routers, firewalls, and equivalent) billed on a per device price per month.
2. Inclusion of any optional Offerings are priced above the base program cost.
3. Supplemental Offerings that may be purchased by Customer from time to time through its Account.

All fees shall be in accordance with and not exceed the GSA Schedule Pricelist. Discounts for annual subscription payment in advance shall be available where a State or Local Ordering Activity expressly agrees in writing to advance billing and that advance billing is authorized by the applicable State or local law.

Appendix B

Customer Information

Network Devices

The following Customer device types are in-scope for the Services and comprise the Network:

- *Endpoints*
- *Servers*
- *Network Appliances, including routers, switches and firewalls*

Service Sites

Cyberleaf will provide the Services at the following Customer Service Sites:

- *Customer address listed in Customer Information table on first page of agreement and others as defined in implementation planning*

Appendix C

Purchased Offerings, Fees, and Capacity

Ongoing Security Monitoring and Support Services

Customer has selected the Purchased Offerings set forth in the table below, and/or in the GSA Schedule Pricelist. The Fees set forth below are calculated based on the Capacity (e.g., number of servers, users, devices, and other unit types requested by Customer) indicated in the attached quotations, depicted as annual, monthly or hourly quantities consistent with the Term. Customer may use the Purchased Offerings for up to the quantity of servers, users, devices, and other unit types across the Term as set forth in the Attachments. Additional quantities may be requested through Customer's Account for the rates set forth in Appendix A or as otherwise provided in the Agreement.

Service Components - Attachments

1. One Time Client Setup Fee
2. Recurring Service Fee
3. Professional Services