



**Cyberleaf™ 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/12 Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months

Acceptance and Authorization

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

Waterleaf International, LLC	
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

This Order (“**Order**”) is made as of the date set forth above (“**Effective Date**”) by and between the entity listed above (“**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 set forth at <https://cyberleaf.io/legal> and incorporated via this reference (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 documents incorporated by reference herein and any subsequent Orders are collectively referred to as the “**Agreement.**”

1. Services

1.1. Waterleaf will make available the Offerings set forth in the Sales Order incorporated into Appendix A (the “**Sales Order**”) 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 the Sales Order, 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 the Sales Order.

1.3. In addition, at any time during the Term, Customer may order additional or supplemental services from the Offerings specified in the Sales Order 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 Term as defined in Section 2. All quantities are subject to minimum quantities as specified in the Sales Order.

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 located at <https://cyberleaf.io/legal>, as may be updated from time to time (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 and Customer’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. Copies of such terms and conditions will be located at <https://cyberleaf.io/legal>.

2. Term

2.1. 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 unless earlier terminated in accordance with the terms of the Agreement (the “**Term**”). Thereafter, the Term shall automatically renew for twelve (12) month terms, unless either party notifies the other of its intent not to renew at least 30 days prior to the expiration of the then current 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 the Sales Order for the Fees and Term set forth in that Appendix. The subscription Fees for such Purchased Offerings shall be billed and payable in advance for the Term. The first installment, consisting of the subscription fee for the chosen Term, and the upfront onboarding fee will be due by the tenth day following execution of this Order. Each payment thereafter shall be due on or before the first day of any renewal period. The Sales Order sets forth rates and pricing 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 within ten (10) days of service initiation. 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. The Fees set forth in this Order are exclusive of all applicable taxes and duties, including sales and use tax. Customer is responsible for taxes on the Cyberleaf Services as set forth in the General Terms.

3.4. Without limiting any other rights or remedies, Waterleaf reserves the right to suspend service under this Agreement in the event Customer has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the Parties. Such suspension will not relieve Customer of any obligations under this Agreement.

3.5. Fees shall remain fixed for the initial Term of the agreement. Thereafter, unless otherwise specified in writing by Waterleaf, for Annual or Multi-Year agreements at each anniversary of the Effective Date of the Term Fees

specified herein shall be subject to an increase of up to the higher of 5.5% or the US Consumer Price Index for All Urban Consumers (CPI-U), All Items Less Food and Energy as measured on the last day of the calendar quarter immediately preceding the service renewal.

4. Changes

4.1. Waterleaf will modify the Agreement (or any portion thereof, including the fees and rates set forth in this Order); provided, however, that Waterleaf will provide notice of any modification at least 30 days prior to the Term for which such modifications apply.

4.2. If Customer does not agree to the modification, then Customer may terminate this Agreement without further liability other than for fees that have accrued up to the effective date of termination. By continuing to use the Services after the effective date of any such modifications to the Agreement, Customer agrees to be bound by the 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 the Sales Order (the "Network"). For purposes of this Agreement, the Network shall include the devices at all locations set forth in the Sales Order (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 suspend or terminate 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.

7. Service Responsibility of Waterleaf

7.1. Waterleaf shall monitor and provide services on a 24/7 basis, unless otherwise specified in the Sales Order. 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 the Sales Order. 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 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 the Sales Order 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.

11. Opt-Out/Termination

11.1. In addition to the termination rights set forth in the General Terms, Waterleaf shall have the right to terminate this Agreement at any time for convenience upon sixty days (60) prior written notice to Customer. Upon notice of termination for convenience, 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 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.

Customer agrees that it would be very difficult or impossible to ascertain the actual amount of damages resulting from breach of this provision by Customer. Therefore, in the event Customer violates this provision, Customer shall immediately pay to Waterleaf as liquidated damages an amount equal to 100% of employee's total annual compensation, and Waterleaf shall have the option

to terminate this Agreement upon notice and without further liability to Customer. 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.

Appendix A

Purchased Offerings, Fees, and Capacity

Ongoing Security Monitoring and Support Services

Customer has selected the Purchased Offerings set forth in the attached Sales Order(s). The Fees set forth are calculated based on the Capacity (e.g., number of servers, users, devices, and other unit types requested by Customer) indicated in the attached Sales Order(s), 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 Attachment(s). Additional quantities may be requested through Customer's Account for the rates set forth or as otherwise provided in the Agreement.

Service Sites

Unless otherwise specified in the Sales Order, Cyberleaf will provide the Services at the Customer address listed in the Customer Information table on first page of the Agreement and any other Service Sites only as defined and contracted during implementation planning. Each Service Site will require the installation of a purchased Cyberleaf Network Appliance or a virtual machine.

Sales Orders are attached to this Agreement, including as applicable:

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